



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Western Sydney University
(AG2022/5036)

WESTERN SYDNEY UNIVERSITY PROFESSIONAL STAFF AGREEMENT 2022

Educational services

DEPUTY PRESIDENT SAUNDERS

NEWCASTLE, 9 DECEMBER 2022

Application for approval of the Western Sydney University Professional Staff Agreement 2022

[1] An application has been made for approval of an enterprise agreement known as the *Western Sydney University Professional Staff Agreement 2022 (Agreement)*. The application was made pursuant to section 185 of the *Fair Work Act 2009 (Act)*. The Agreement is a single enterprise agreement.

[2] I am satisfied that each of the requirements of sections 186, 187 and 188 of the Act as are relevant to this application for approval have been met.

[3] The Community and Public Sector Union and the National Tertiary Education Industry Union, each being a bargaining representative for the Agreement, have given notice under section 183 of the Act that it wants the Agreement to cover it. In accordance with subsection 201(2) of the Act, I note that the Agreement covers each organisation.

[4] The Agreement is approved and, in accordance with section 54 of the Act, will operate from 16 December 2022. The nominal expiry date of the Agreement is 1 March 2025.



DEPUTY PRESIDENT

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WESTERN SYDNEY
UNIVERSITY



WESTERN SYDNEY UNIVERSITY
PROFESSIONAL
STAFF AGREEMENT
2022

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PART A – OPERATION OF THE AGREEMENT**1. AGREEMENT TITLE**

1.1 This Agreement is called the *Western Sydney University Professional Staff Agreement 2022*.

2. DEFINITIONS

2.1 In this Agreement, defined terms have the following meanings:

	Term	Definition
(a)	Aboriginal and Torres Strait Islander Peoples	a person of Aboriginal or Torres Strait Islander descent who identifies as an Aboriginal or Torres Strait Islander person and is accepted as such by their Aboriginal or Torres Strait Islander community;
(b)	Act	the <i>Fair Work Act 2009 (Cth)</i> as amended or replaced from time to time;
(c)	Agreement	the <i>Western Sydney University Professional Staff Agreement 2022</i> ;
(d)	Base Rate of Pay	the hourly/weekly/fortnightly/monthly equivalent of an Employee's Salary, excluding overtime payments, shift loadings, allowances, and any other payments for work performed;
(e)	Casual Rate of Pay	the hourly equivalent of the relevant Salary level and step for levels 1–9 as set out in Schedule 1, plus a casual loading of 25% in lieu of all benefits under this Agreement to which a casual Employee is not entitled;
(f)	Chief People Officer	the most senior position within the University's Office of People;
(g)	Concessional Day(s)	days during a Christmas/New Year shutdown on which Employees (other than casual Employees) receive payment but are not required to attend for duty unless expressly directed to do so;
(h)	Continuous Service (other than in clause 38: <i>Long Service Leave</i>)	continuous service with the University, the former member institutions of the University, service recognised at the time by predecessors to the University, and service with a University entity in which the University has more than a 50% controlled interest;
(i)	Employee	a professional staff member of the University employed on an ongoing, fixed term, or casual basis who is covered by this Agreement;
(j)	Employment Executive Member	the University Executive member responsible for employment, or their nominee;

	Term	Definition
(k)	FWC	the Fair Work Commission;
(l)	Medical Appointment	a reservation for an Employee to receive advice, assessment, or treatment from a Registered Health Practitioner;
(m)	Misconduct	has the meaning prescribed by subclause 58.3(b);
(n)	NES	the National Employment Standards contained in sections 59 to 131 of the Act, as amended or replaced from time to time;
(o)	Nominal Expiry Date	1 March 2025;
(p)	Parties	Employees, the University, and each of the Unions;
(q)	Public Holiday	a day specified in clause 52: <i>Public Holidays</i> as being a paid public holiday, and any other holiday declared or prescribed by, or under, a law of a State or Territory in which this Agreement operates;
(r)	Registered Health Practitioner	a health practitioner registered, or licensed, as a health practitioner (or as a health practitioner of a particular type), under a law of a state or territory that provides for the registration or licensing of health practitioners (or health practitioners of that type);
(s)	Representative	a person, including an official of the relevant Union, nominated by an Employee to provide support and/or to make representations to the University on their behalf, and who is not a currently practicing solicitor or barrister in private practice;
(t)	Research Misconduct	has the meaning prescribed by subclause 59.3(f);
(u)	Salary	<p>(i) for an Employee whose position is classified between levels 1 to 10: the relevant annual Salary level and step set out in Schedule 1 together with any First Aid Allowance or Aboriginal and Torres Strait Islander Peoples Language Allowance payable (pro rata for a part-time Employee);</p> <p>(ii) for an Employee whose position is classified above level 10: the identified Salary component specified in their letter of appointment;</p>
(v)	Senior Employee(s)	persons who are employed on a remuneration basis that includes a Salary component that is at least 20% above the level 10 rate specified in Schedule 1;
(w)	Serious Misconduct	has the meaning prescribed by subclause 58.3(c);

	Term	Definition
(x)	Shiftworker	for the purposes of the NES, an Employee who works according to a roster that covers every day of the year. Shiftworkers are entitled to an additional 5 days of annual leave per year of service in accordance with subclause 36.3;
(y)	Supervisor	the person nominated by the University to whom an Employee reports, whether directly or indirectly;
(z)	Union(s)	the Community and Public Sector Union (SPSF Group), NSW Branch (CPSU NSW) and/or the National Tertiary Education Industry Union (NTEU); and
aa)	University	Western Sydney University as defined in and operating under the <i>Western Sydney University Act 1997 (NSW)</i> , as amended or replaced from time to time.

3. TERM OF THE AGREEMENT

- 3.1 This Agreement will commence 7 days after the date on which it is approved by the FWC and will remain in effect until the Nominal Expiry Date.

4. APPLICATION OF THE AGREEMENT

- 4.1 This Agreement wholly displaces and operates to the exclusion of all Awards and all other agreements that would otherwise apply to Employees, except for the NES, and will be read and interpreted in conjunction with the NES. Where there is an inconsistency between this Agreement and the NES, and the NES provide a greater benefit, the NES provision will apply to the extent of any inconsistency.
- 4.2 This Agreement rescinds and replaces the *Western Sydney University Professional Staff Agreement 2017*.
- 4.3 This Agreement applies to and is binding on all Parties, subject to the following:
- (a) the Agreement does not apply to Employees engaged as Vice-Chancellor and President, Senior Deputy Vice-Chancellor and Provost, Deputy Vice-Chancellor, Vice-President, Pro Vice-Chancellor, Executive Director, or Director/equivalent (based on total remuneration package); and
 - (b) the following clauses do not apply to Senior Employees:
 - (i) clause 13: *Probation*;
 - (ii) subclauses 15.7 to 15.14: *Conversion*;
 - (iii) clause 20: *Annual Leave Loading*;
 - (iv) clause 21: *Meal Allowance*;
 - (v) clause 22: *On Call Allowance*;
 - (vi) clause 23: *On Call Allowance for ITDS Employees*;
 - (vii) clause 25: *Hours of Work*;

- (viii) clause 26: *Standard Working Hours*;
- (ix) clause 27: *Meal Breaks*;
- (x) clause 28: *Workloads*;
- (xi) clause 29: *Career Planning and Development*;
- (xii) clause 30: *Position Classification*;
- (xiii) clause 31: *Higher Duties*;
- (xiv) clause 35: *Flexible Hours of Work Scheme*;
- (xv) clause 54: *Organisational Change*;
- (xvi) clause 54: *Redeployment and Redundancy* (provided that Senior Employees who are employed at the date of commencement of this Agreement will receive the redundancy payment prescribed by the clause if their position is made redundant at any time during their employment with the University);
- (xvii) clause 57: *Unsatisfactory Performance*;
- (xviii) clause 58: *Misconduct or Serious Misconduct*;
- (xix) clause 59: *Contraventions of the Research Code of Practice*;
- (xx) subclauses 60.1 to 60.9: *Termination of Employment*;
- (xxi) clause 61: *Fixed Term Employees Severance Pay*; and
- (xxii) Schedules 1 to 4.

4.4 Nothing in this Agreement will be taken as incorporating as a term of this Agreement, any University policy, procedure, or process referred to in this Agreement.

5. COVERAGE OF THE AGREEMENT

5.1 This Agreement covers:

- (a) all Employees employed in the classifications set out in Schedule 4, subject to subclause 4.3; and
- (b) the University.

5.2 The Agreement will also cover the CPSU and NTEU upon each Union making an application for coverage to the FWC.

6. RENEGOTIATION OF THE AGREEMENT

6.1 The University and the Unions agree that the expeditious negotiation of a replacement agreement is in the interests of the University and Employees.

6.2 The University and the Unions will meet no later than 3 months prior to the Nominal Expiry Date to discuss and agree upon the following:

- (a) a schedule of meetings to commence renegotiation of a replacement agreement after the Nominal Expiry Date;

- (b) timing for exchange of the Parties' respective logs of claim; and
- (c) resourcing.

Substitute arrangements may be agreed in writing.

6.3 The Parties in negotiation will be guided by, and adhere to, the principles of good faith bargaining as required by the Act.

7. INDIVIDUAL FLEXIBILITY ARRANGEMENTS

7.1 Notwithstanding any other provision of this Agreement, the University and an individual Employee may agree to vary the application of terms of this Agreement to meet the genuine needs of the University and the Employee. The matters in respect of which an individual flexibility arrangement may be made are as follows:

- (a) the taking of purchased annual leave of up to 4 weeks per year in addition to the annual leave prescribed by clause 36: *Annual Leave*;
- (b) the taking of additional leave without pay consequent upon the birth or adoption of a child in addition to the leave prescribed by clause 42: *Parental Leave*.

7.2 The University and the individual Employee must genuinely agree to the individual flexibility arrangement without coercion or duress.

7.3 An individual flexibility arrangement may only be made after an Employee has commenced employment with the University.

7.4 If the University wishes to initiate the making of an individual flexibility arrangement, it must:

- (a) give the Employee a written proposal; and
- (b) if the University is aware that the Employee has, or reasonably should be aware that the Employee may have, limited understanding of written English, take reasonable steps (including providing a translation in an appropriate language) to ensure the Employee understands the proposal.

7.5 An individual flexibility arrangement must result in the Employee being better off overall at the time the arrangement is made than if the arrangement had not been made.

7.6 An individual flexibility arrangement must do all of the following:

- (a) state the names of the University and the Employee; and
- (b) specify:
 - (i) the terms of this Agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the Employee will be better off overall at the time the arrangement is made than if the arrangement had not been made; and
- (c) state the day on which the arrangement commences.

7.7 An individual flexibility arrangement must be:

- (a) in writing; and

- (b) signed by the University and the Employee and, if the Employee is under 18 years of age, by the Employee's parent or guardian.
- 7.8 Except as provided in subclause 7.7(b), an individual flexibility arrangement must not require the approval or consent of a person other than the University and the Employee.
- 7.9 The University must keep the individual flexibility arrangement as a time and wages record and give the Employee a copy of the arrangement.
- 7.10 The University or Employee may terminate the individual flexibility arrangement:
 - (a) by giving 13 weeks' written notice to the other party to the arrangement; or
 - (b) if the University and Employee agree in writing – at any time.
- 7.11 An individual flexibility arrangement that is terminated under subclause 7.10(a) will cease to have effect at the end of the period of notice required by that subclause.
- 7.12 The right to make an individual flexibility arrangement under this clause is additional to, and does not affect, any other term of this Agreement that provides for an agreement between the University and an individual Employee.

8. IMPLEMENTATION COMMITTEE

- 8.1 The University will maintain the Implementation Committee to facilitate the implementation of this Agreement.
- 8.2 The Implementation Committee will comprise:
 - (a) 1 Employee who is a member of, and nominated by, each of the Unions; and
 - (b) 1 representative nominated by each of the Unions; and
 - (c) no more than 4 representatives nominated by the University.
- 8.3 The Implementation Committee will:
 - (a) be a forum for consultation on strategies to support the implementation of this Agreement, including training for managers and Employees;
 - (b) consider reports required by the various clauses of this Agreement;
 - (c) monitor and advise on the implementation of the provisions of this Agreement;
 - (d) meet at least once every quarter; and
 - (e) be chaired alternately by a Union representative or a representative of the University.
- 8.4 The University will keep and distribute minutes of meetings.
- 8.5 An Employee who is a member of the Implementation Committee will be granted reasonable time and resources during working hours to attend meetings and to interview, consult, and liaise with other Employees about matters relevant to the implementation of this Agreement.

9. AVAILABILITY OF THE AGREEMENT

- 9.1 The University will make this Agreement available on the University website and provide a printed copy on request to any Employee who does not have access to the website.

10. NO EXTRA CLAIMS

- 10.1 During the nominal term of this Agreement, the Parties will not pursue any further claims in relation to matters covered by the Agreement except as provided for by this Agreement.

PART B – DISPUTE SETTLEMENT

11. DISPUTE SETTLEMENT

- 11.1 This clause sets out the process for dealing with a dispute regarding:

- (a) any matters arising under this Agreement; or
- (b) the NES.

- 11.2 A dispute settlement procedure may be initiated by:

- (a) an Employee;
- (b) the Unions (either separately or together); or
- (c) the University.

- 11.3 An Employee who is a party to a dispute may choose to be assisted or represented by a Representative, who may be an official of the Union, at any stage of the process set out in this clause.

- 11.4 With the exception of critical issues of work health and safety, normal work will continue while the process set out in this clause is being followed, and a party to a dispute will not take any action to aggravate a matter in dispute. If the dispute relates to the expiry of a fixed term contract, termination of the contract will be deferred pending resolution of the dispute.

Process

- 11.5 In the first instance, the parties to a dispute must attempt to resolve the matter informally through discussion between the Employee and their Supervisor, unless it is not practicable to do so.

- 11.6 If informal discussions are unsuccessful or impracticable, a party must formally notify a dispute to the head of their work unit. If there is a conflict of interest regarding the head of the relevant work unit, the party must notify the dispute to the Chief People Officer (or their nominee), who will then follow the process set out in this clause.

- 11.7 Subject to subclause 11.8, the formal dispute notification must:

- (a) be in writing;
- (b) state that the notification is being made under this clause;
- (c) specify the clause(s) of this Agreement, or NES, in relation to which the dispute has arisen; and
- (d) insofar as is possible, clearly state the nature of the dispute.

- 11.8 An urgent dispute may be formally notified verbally provided that a formal dispute notification is issued in writing as soon as possible after the verbal notification.

- 11.9 A formal dispute meeting will be held between the Employee and the head of the work unit within 5 working days of the formal dispute notification, unless otherwise agreed.
- 11.10 At any stage during the process, a party may request an additional meeting with the other party to attempt to resolve the dispute and discuss any dispute resolution process they may wish to apply. Any such meeting must be held within 5 working days of the request being made, unless otherwise agreed. If the parties cannot agree on a dispute resolution process, the process in subclause 11.11 will apply.
- 11.11 Should the dispute not be resolved by the procedures referred to above, or if there is an identified urgent need to resolve the matter, either party to the dispute may refer the dispute to the FWC for conciliation and if necessary, arbitration. If the dispute is arbitrated by the FWC, the parties agree to be bound by a decision made by the FWC, subject to any right of appeal that may arise under the Act.
- 11.12 Nothing in this clause prevents the parties to a dispute from agreeing to refer the matter to a third party other than the FWC for resolution. If this occurs, the parties agree to be bound by the third party's recommendation to resolve the dispute.

PART C - EMPLOYMENT ARRANGEMENTS

12. TERMS OF ENGAGEMENT

Information for Employees

- 12.1 The University will provide an Employee with written confirmation of their employment category (including, where applicable, the category of fixed term employment), classification, duties, hours of work, location, Salary (or Casual Rate of Pay in the case of casual Employees), whether the position is ongoing, fixed term or casual, full-time or part-time, any probationary period that applies to the appointment, and the name and position of their Supervisor. The University will also advise a part-time Employee of the percentage of the full-time load to be worked, the Employee's days of work, and their start and finish times.
- 12.2 In addition, the University will inform a casual Employee of the number of hours required or anticipated (where known), the provisions relating to conversion to continuing or fixed term employment, and details regarding the accrual of long service leave in respect of casual service with the University.
- 12.3 The University will also advise an Employee where further information on their conditions of employment can be located.
- 12.4 The University will provide this information on appointment and when changes occur.

Payment of salaries

- 12.5 The University will pay an Employee their Salary, including any applicable allowances, loadings, and overtime payments, fortnightly by direct deposit into a recognised financial institution nominated by the Employee.
- 12.6 An Employee will also receive fortnightly statements of details of Salary payments including gross salary, tax and other deductions, superannuation, allowances, loadings, and overtime payments. The University may issue such statements electronically, provided that alternative arrangements will be made for Employees who cannot readily access electronic statements.

13. PROBATION

- 13.1 This clause does not apply to casual Employees.
- 13.2 The process prescribed by this clause will apply to Employees who commence employment with the University on or after the date of commencement of this Agreement. If an Employee is subject to a probationary period under clause 13 of the *Western Sydney University Professional Staff Agreement 2017* at the date of commencement of this Agreement, that process will continue to apply.

Probationary period

- 13.3 The University may engage an ongoing or fixed term Employee subject to a 6-month probationary period. If a fixed term Employee is engaged for a term of less than 6 months, their probationary period will be equal to the duration of their appointment.
- 13.4 An Employee who has previously successfully completed a probationary period will not be placed on probation for any subsequent positions held at the University unless there is a break in service of more than 12 months.

Process

- 13.5 During the probationary period, the Supervisor will meet with the Employee at least once a month to provide feedback to either:
- (a) confirm the Employee's progress in accordance with the position description for their role; or
 - (b) identify any concerns about the Employee's performance and develop an appropriate performance improvement plan for their resolution.
- 13.6 Where concerns are identified, the Employee will be given a reasonable opportunity to address them, including the provision of all reasonable training and support. The Supervisor must keep a written record of each meeting and provide a copy of this record to the Employee.

Extension of probationary period

- 13.7 The University may extend an Employee's initial probationary period for a further maximum period of up to 3 months if:
- (a) concerns about the Employee's performance are identified; or
 - (b) the Employee has been absent from work for any reason to such an extent that it has not been possible to assess their performance during the initial probationary period.
- 13.8 At least 2 weeks before the end of the probationary period (including any extension), the Employee's Supervisor will conduct a final review and provide the Employee with a final report. The Supervisor may:
- (a) confirm the Employee's employment if the Employee has achieved the required performance standard; or
 - (b) recommend termination of the Employee's employment if identified performance concerns have not been resolved.

Termination of employment

- 13.9 Subject to compliance with subclauses 13.5 and 13.6, a Supervisor may recommend termination of employment during the probationary period by providing a written report to the Chief People Officer setting out the reasons for the recommendation.
- 13.10 An Employee whose employment is recommended to be terminated will be given 5 working days to show cause as to why termination should not occur. The Employee will be provided with all documentation on which the Supervisor has relied in making the recommendation to terminate.
- 13.11 The Chief People Officer will review and take into consideration the Supervisor's recommendation and the Employee's show cause response and make a final recommendation to the nominated Employment Executive Member. The Employee will be advised of the Chief People Officer's recommendation to the Employment Executive Member in writing, together with reasons for the recommendation.
- 13.12 If the Employment Executive Member determines that the Employee's employment is to be terminated, the University will give the Employee 2 weeks' notice or payment in lieu. The notice of termination will be in writing and include all reasons for the decision.

Serious Misconduct or Research Misconduct during the probationary period

- 13.13 Notwithstanding any other provision of this Agreement, the employment of a probationary Employee may be terminated at any time for Serious Misconduct or Research Misconduct, provided the Employee is given an opportunity to respond to any allegations before a decision to terminate is made.

No further appeal

- 13.14 Where a decision to take action has been made in accordance with this clause, no further appeal can be made within the University. Nothing in this clause will be construed as excluding the jurisdiction of any external court or tribunal which would be competent to deal with the matter.

14. CATEGORIES OF EMPLOYMENT

Ongoing employment

- 14.1 An ongoing Employee is an Employee engaged for an indefinite period of time. An ongoing Employee may be engaged on a full-time or part-time basis.
- 14.2 Ongoing employment may contain a reasonable probationary period provided that it is directly related to the work to be done, under conditions set out in clause 13: *Probation*.
- 14.3 Ongoing employment will normally cover the whole year. However, ongoing employment may be for specified sessions or seasons within the year (part-year). If an ongoing Employee is engaged part-year, the period(s) of the year in which they are not required to work:
- (a) will not break continuity of service; but
 - (b) will not count as service for leave accrual purposes.

Part-time employment

- 14.4 Part-time employment is ongoing or fixed term employment in which the ordinary hours of work are less than those of a full-time Employee.
- 14.5 A part-time Employee will be entitled to the provisions of this Agreement on a pro rata basis, unless otherwise specified.

14.6 An ongoing, full-time Employee may apply to work part-time to better balance personal and work commitments. If the application is approved, the University will provide the Employee with the following information in writing:

- (a) confirmation of the approval to work part-time;
- (b) the period of part-time work;
- (c) the classification applying to the work; and
- (d) any agreed arrangements for return to full-time work.

If the application is declined, the University will advise the Employee of the reasons in writing.

14.7 Part-time work arrangements may be varied by written agreement between an Employee and their Supervisor.

Fixed term employment

14.8 A fixed term Employee is an Employee engaged for a specified period of time or a specific task or project. A fixed term Employee may be engaged on a full-time or part-time basis.

14.9 Breaks between fixed term appointments of up to 2 times per year and of up to 6 weeks on each occasion will not constitute breaks in Continuous Service.

14.10 If at the end of a first or any subsequent fixed term contract the same, or substantially the same, position continues for a further fixed term, the incumbent Employee will be given further employment in the position on a fixed term basis, provided that:

- (a) the Employee was appointed to the position through an open and competitive selection process; and
- (b) the Employee’s performance in the position has been satisfactory.

Categories of fixed term employment

14.11 The use of fixed term employment is limited to the following circumstances:

	Category	Definition
(a)	specific task or project	a definable work activity that has a starting time and is expected to be completed within an anticipated timeframe;
(b)	external funding	a position entirely paid from an identifiable source of external funding (excluding funding that is part of an operating grant from Government, or comprised of fees paid by or behalf of students);
(c)	research only	research only positions, for a period of up to 5 years;

	Category	Definition
(d)	temporary replacement	to temporarily: <ul style="list-style-type: none"> (i) replace an ongoing Employee who is on leave, secondment, or performing higher duties; or (ii) fill a vacant position the University has made a definite decision to fill, and for which recruitment action has commenced;
(e)	recent professional practice	where a curriculum or accreditation requires professional, vocational, or specialised industry expertise that requires work be undertaken by a person who has recent practical or commercial experience, for a period of up to 5 years;
(f)	pre-retirement	a pre-retirement contract for an ongoing Employee, for a non-renewable period of up to 5 years before the Employee's intended retirement date;
(g)	post-retirement	a post-retirement contract, for a non-renewable period of up to 5 years after the Employee's retirement date;
(h)	enrolled student	to employ an enrolled student of the University for: <ul style="list-style-type: none"> (i) all or part of their candidature; or (ii) a period of up to 2 years, provided the appointment commences within 12 months of completion of the student's degree; <p>provided it is not a condition of employment that the Employee undertake a studentship;</p>
(i)	secondment	a fixed term secondment where the Employee holds a substantive underlying appointment;
(j)	discontinued teaching program	to fill a vacancy caused by the departure of an Employee engaged in the support of an existing teaching program that is to be discontinued, and the position is not to continue;
(k)	new organisational area	for positions within a new organisational area under subclause 14.14; and
(l)	disestablished organisational area	for positions within a disestablished organisational area under subclause 14.16.

14.12 Nothing within this subclause 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 only be renewed after the commencement of this Agreement if they fall within one or more of the categories listed above.

Fixed term employment in new organisational area

14.13 **New organisational area** means:

- (a) a discipline or sub-discipline area of academic work not previously offered;
- (b) a demonstrated sudden and unanticipated increase in student enrolments; or
- (c) an academic function or unit organised in either a new geographical location, or organised distinctly from existing Schools, Institutes, or centres, which has not been created from the merger or division of, or movement of work from an existing academic unit(s) to another academic unit(s).

14.14 Fixed term employment may be offered in a new organisational area about which there is genuine uncertainty of continuing operation for up to 3 years before or after the establishment of the area.

14.15 At the expiry of the fixed term, the University will offer conversion to ongoing employment in accordance with subclause 15.1, subject to:

- (a) the necessity of ongoing work; and
- (b) the Employee's satisfactory performance in the position.

Fixed term employment in disestablished organisational area

14.16 Fixed term employment may be offered where the University has decided to discontinue work in an organisational area within 3 years.

14.17 If the decision to discontinue the work has been reversed, the University will offer conversion to ongoing employment in accordance with subclause 15.1 at the expiry of the fixed term, subject to:

- (a) the necessity of ongoing work; and
- (b) the Employee's satisfactory performance in the position.

Contract Research positions

14.18 If a fixed term Employee is engaged in a Contract Research position:

- (a) the Employee may be employed on subsequent research grants. A break between contracts of up to 6 months will not break continuity of service, but will not count as service for any purpose; and
- (b) the duration of the appointment will correspond with the term of funding available for that research task or position within the overall research grant, provided there is sufficient funding and suitable work available for the appointee under the grant.

Casual employment

14.19 A casual Employee is an Employee engaged by the hour and paid on an hourly basis.

14.20 An ongoing or fixed term Employee may also work as a casual Employee if the work is unrelated to, or identifiably separate from, their normal duties.

14.21 The minimum engagement period for a casual Employee is as follows:

- (a) for a casual Employee who is otherwise employed by the University on an ongoing or fixed term basis, or whose primary occupation is elsewhere: 1 hour;

- (b) for a casual Employee who is a student (including a postgraduate student) who is expected to attend university on that day in their capacity as a student: 1 hour; or
- (c) for all other casual Employees: 3 hours.

14.22 A casual Employee is entitled to be unavailable to attend work, or to leave work, for the reasons specified in clause 39: *Personal Leave* by agreement with their Supervisor. Subject to subclause 39.7, if agreement cannot be reached, the Employee will be entitled to be unavailable to attend work for up to 2 days without pay per occasion.

14.23 If a casual Employee is unavailable for work because they have carer’s responsibilities, they will not be disadvantaged in relation to the opportunity for future work at the end of the period of unavailability.

Apprenticeships and traineeships

14.24 The University may employ eligible persons under various State and Federal funded programs. The University will apply the provisions of such programs in supporting the establishment of opportunities for trainees.

14.25 The University may employ eligible persons under a Supported Wage Arrangement or under a Traineeship Agreement registered with the NSW Department of Education and Communities, and the provisions of the Commonwealth Government’s *Supported Wage System: Guidelines and Assessment* will apply for the duration of this Agreement.

14.26 Employees who meet the impairment criteria for the Disability Support Pension and are eligible for a supported salary will be paid a percentage of the relevant rate for the work 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	% prescribed salary rate	Assessed capacity	% prescribed salary rate
10%	10%	50%	50%
20%	20%	60%	60%
30%	30%	70%	70%
40%	40%	80%	80%
		90%	90%

14.27 Trainees will be paid a proportionate amount relevant to the level of work required in accordance with Schedule 1, taking into account periods away from work due to training.

14.28 Apprentices engaged by the University will be paid in accordance with Schedule 2.

15. CONVERSION

Fixed term Employees

15.1 A fixed term Employee may make a written application to their Supervisor for conversion to ongoing employment if they meet all the following conditions:

- (a) the Employee’s period of employment under fixed term contracts has exceeded 3 years of Continuous Service;
- (b) the current contract is the Employee’s second or subsequent fixed term contract; and

- (c) the Employee was originally or subsequently appointed to the position through an open and competitive selection process.
- 15.2 A fixed term Employee who has applied for conversion under subclause 15.1 and meets the requirements prescribed by subclause 15.1(a) to (c) will be converted to ongoing employment unless:
- (a) the Employee has not performed satisfactorily;
 - (b) the University no longer requires work of the same or similar nature to be performed within the Employee's work unit; or
 - (c) having regard to all the relevant circumstances, there would be insufficient work available for the Employee to be usefully employed on an ongoing basis.
- 15.3 The University will advise the Employee of the outcome of the application for conversion in writing and provide reasons if the application is declined.
- 15.4 Notwithstanding anything in subclause 15.1 the University may, at its discretion, convert any fixed term employment to ongoing employment.

Casual Employees

- 15.5 A casual Employee may be entitled to conversion in accordance with:
- (a) the NES; or
 - (b) this clause.
- 15.6 Casual conversions under the NES may be at the initiative of either the Employee or the University.

Applications for casual conversion under this Agreement

- 15.7 A casual Employee may apply for conversion to ongoing or fixed term employment if they have been employed by the University on a regular and systematic basis in the same or substantially the same position in the same work unit either:
- (a) over the immediately preceding 12 months, during which their average weekly hours worked equalled at least 50% of the ordinary weekly hours of an equivalent full-time Employee; or
 - (b) over the preceding 24 months.

Applications for casual conversion must be made using the Casual Conversion Application Form.

- 15.8 Occasional and short-term work performed by a casual Employee in another classification, job, or organisational unit will not:
- (a) affect the Employee's eligibility for conversion; or
 - (b) be included in determining whether the Employee meets the eligibility requirements.
- 15.9 The University will inform a casual Employee about their right to apply for conversion at the time of appointment.
- 15.10 The University will advise the Employee of the outcome of the application for conversion within a reasonable period of time and provide reasons if the application is declined.

15.11 The University will not unreasonably decline an application for conversion, but may decline an application on the grounds that the casual Employee:

- (a) is a student or recent student, and this is relevant to their casual engagement;
- (b) is a genuine retiree;
- (c) is performing work that will either no longer be required, or will be performed by an ongoing or fixed term Employee, within 26 weeks of the date of the conversion application;
- (d) is primarily employed or self-employed elsewhere;
- (e) does not meet the essential requirement of the position; or
- (f) is engaged in work which is ad hoc, intermittent, unpredictable, or involves hours that are irregular.

15.12 If a casual Employee's application for conversion is declined, the Employee cannot reapply for conversion within 12 months unless the application was declined under subclause 15.11(c) and that ground no longer applies.

15.13 An offer of conversion will indicate the hours and pattern of work as regular and continuous as is reasonably practicable, having regard to the University's operational requirements and the Employee's previous pattern of work.

15.14 Conversion from casual to ongoing or fixed term employment may be:

- (a) for the whole year;
- (b) for part of the year, if by custom and practice the Employee has performed the work on this basis; or
- (c) otherwise as agreed between the University and the Employee.

Contract Research Employees

15.15 A fixed term Contract Research Employee may make a written application for conversion to ongoing funding contingent employment if they meet all of the following conditions:

- (a) the Employee is engaged on a second or subsequent fixed term contract as a contract researcher;
- (b) the period of employment under fixed term Contract Research contracts has exceeded 3 years of Continuous Service; and
- (c) the Employee has participated in the Planning and Career Development Program in the 12 months prior to the application being made.

15.16 A Contract Research Employee who has applied for conversion under subclause 15.15 and meets the requirements prescribed by subclauses 15.15(a) to (c) will be converted to ongoing employment unless:

- (a) one or more of the grounds prescribed by subclause 15.17 apply; or
- (b) the head of the Employee's work unit is not, on reasonable and demonstrable grounds, satisfied that:

- (i) there is likely to be sufficient revenue or funding streams to support the Employee's employment; or
- (ii) the Employee has generic and transferable skills in addition to their research speciality, and those skills are subject to ongoing demand within the University.

15.17 The University may decline an application for conversion on grounds including, but not limited to:

- (a) the Employee is a student, and this was the primary reason for their appointment;
- (b) the Employee is a genuine retiree (including an Employee who elected to take up a pre- or post-retirement contract); or
- (c) the Employee's performance in the position has been unsatisfactory.

15.18 The University will advise the Employee of the outcome of the application for conversion in writing and provide reasons if the application is declined.

15.19 A Contract Research Employee will be entitled to the provisions of clause 60: *Termination of Employment* and clause 61: *Fixed Term Employees Severance Pay*.

15.20 If a fixed term Contract Research Employee's employment is converted to ongoing funding contingent employment, and:

- (a) the funding ceases for reasons outside the Employee's control; and
- (b) the University is not able find suitable alternative employment for the Employee;

the Employee's employment will cease and they will receive 4 weeks' notice (or pay in lieu) together with severance pay in accordance with clause 61: *Fixed Term Employees Severance Pay*.

PART D – ABORIGINAL AND TORRES STRAIT ISLANDER PEOPLES EMPLOYMENT

16. ABORIGINAL AND TORRES STRAIT ISLANDER PEOPLES EMPLOYMENT

Definitions

16.1 For the purposes of this clause:

- (a) **identified** means a position for which being an Aboriginal and Torres Strait Islander Peoples person is a genuine occupational qualification and which will only be filled by an Aboriginal and Torres Strait Islander Peoples person; and
- (b) **Indigenous Strategy** means the University's *Indigenous Strategy 2020-2025*, which should be read in conjunction with this clause.

Acknowledgement of Country

16.2 Recognising that its campuses occupy their traditional lands, the University acknowledges the Darug, Eora, Dharawal (also referred to as Tharawal), and Wiradjuri peoples and thanks them for their support of its work on their lands (Greater Western Sydney and beyond).

Aboriginal and Torres Strait Islander Peoples employment

16.3 During the nominal term of this Agreement, the University will increase the number of ongoing and fixed term Aboriginal and Torres Strait Islander Peoples Employees to 77.

- 16.4 The University and its Employees will work within the guiding principles of the Indigenous Strategy, which include:
- (a) respect and consideration for the cultural and social and belief systems practiced by Aboriginal and Torres Strait Islander Peoples;
 - (b) recognition that the knowledge of Aboriginal and Torres Strait Islander Peoples provides a significant contribution to all other bodies of knowledge;
 - (c) acknowledgement of the scholarship that Aboriginal and Torres Strait Islander Peoples Employees bring to the University;
 - (d) acknowledgement that participation of Aboriginal and Torres Strait Islander Peoples in cultural or ceremonial activities enhances the effectiveness of Aboriginal and Torres Strait Islander Peoples as Employees;
 - (e) recognition that a supportive working environment for Aboriginal and Torres Strait Islander Peoples Employees contributes to the redress of past social injustice, exploitation and employment inequality; and
 - (f) facilitation and encouragement of direct involvement of Aboriginal and Torres Strait Islander Peoples Employees in determining their own career strategies, goals, and objectives, in consultation with Supervisors.

Aboriginal and Torres Strait Islander Peoples leadership

- 16.5 The University will establish and maintain the following identified Aboriginal and Torres Strait Islander Peoples leadership positions:
- (a) an identified Executive position with responsibility for Aboriginal and Torres Strait Islander Peoples leadership within, and external to, the University;
 - (b) in addition to subparagraph (a), an identified Employee position to facilitate the implementation and coordination of Aboriginal and Torres Strait Islander Peoples employment initiatives; and
 - (c) an identified professional staff position responsible for the Badanami Centre for Indigenous Education and with overall responsibility for advice, coordination, and management of Aboriginal and Torres Strait Islander Peoples students and educational matters.
- 16.6 All vacant positions in the Badanami Centre for Indigenous Education and the Office of the Deputy Vice-Chancellor Indigenous Leadership will be identified positions.
- 16.7 During the nominal term of this Agreement, the University will identify positions throughout the University that support, educate, and/or provide services to Aboriginal and Torres Strait Islander Peoples students and Employees and recruit Aboriginal and Torres Strait Islander Peoples into those positions.

Increasing and enhancing employment opportunities for Aboriginal and Torres Strait Islander Peoples Employees

- 16.8 The University aims to be an employer of choice for Aboriginal and Torres Strait Islander Peoples. The University will provide Aboriginal and Torres Strait Islander Peoples Employees with an environment that supports and nurtures their careers.

Aboriginal and Torres Strait Islander Peoples Employment and Advisory Committee

- 16.9 The University will establish and maintain an Aboriginal and Torres Strait Islander Peoples Employment and Advisory Committee (**Advisory Committee**) to advise, monitor, and report on Aboriginal and Torres Strait Islander Peoples employment, implementation of the University's enterprise agreements, and strategies.
- 16.10 The Advisory Committee will monitor and review the implementation of the Indigenous Strategy with regard to the employment of Aboriginal and Torres Strait Islander Peoples and will comprise:
- (a) the Deputy Vice-Chancellor Indigenous Leadership;
 - (b) the Director, Badanami Centre for Indigenous Education;
 - (c) the Manager, Indigenous Employment;
 - (d) 1 Aboriginal and Torres Strait Islander Peoples Employee endorsed by the NTEU;
 - (e) 1 Aboriginal and Torres Strait Islander Peoples Employee endorsed by the CPSU; and
 - (f) at least 1 Aboriginal and Torres Strait Islander Peoples Employee elected by Aboriginal and Torres Strait Islander Peoples Employees.
- 16.11 Membership of the Advisory Committee will be for the nominal term of this Agreement and vacancies will be filled as they arise.
- 16.12 The University will provide the Advisory Committee with all data the Committee requires to perform its functions including:
- (a) the category of employment (academic or professional Employees in total and also disaggregated by levels); and
 - (b) the nature of the engagement (ongoing, fixed term, or casual) of all Aboriginal and Torres Strait Islander Peoples Employees (including their fractions), and the total number of Aboriginal and Torres Strait Islander Peoples Employees by head count prior to each meeting. The data will also be provided to Union representatives prior to each Implementation Committee meeting.
- 16.13 The Advisory Committee will seek reports on, and monitor:
- (a) the classification and levels of positions occupied by Aboriginal and Torres Strait Islander Peoples Employees against the general population of University Employees;
 - (b) retention of existing and establishment of new identified positions;
 - (c) the retention rate of Aboriginal and Torres Strait Islander Peoples Employees;
 - (d) the number of Aboriginal and Torres Strait Islander Peoples Employees who are promoted, reclassified, or otherwise appointed to higher level positions; and
 - (e) the financial investment in professional development activities for Aboriginal and Torres Strait Islander Peoples Employees.

Selection and advancement of Aboriginal and Torres Strait Islander Peoples Employees

- 16.14 The University recognises that an Aboriginal and Torres Strait Islander Peoples Employee can most effectively provide relevant services and knowledge both to other Aboriginal and Torres Strait Islander Peoples, and to the University as a whole. Therefore, the University recognises that

in certain circumstances it may be appropriate for Aboriginal and Torres Strait Islander Peoples to be employed to provide specific knowledge and services to the University. The Federal Government has developed a three-part definition, which has been accepted by the Courts, of who is an Aboriginal and Torres Strait Islander Peoples person, namely:

- (a) a person being of Aboriginal and Torres Strait Islander Peoples descent;
- (b) the person identifying as Aboriginal and Torres Strait Islander Peoples; and
- (c) the person being accepted as such by the community in which they live.

- 16.15 Any selection committee or panel established to recruit to an identified position must have at least 50% of its members identify as Aboriginal and Torres Strait Islander Peoples.
- 16.16 Any current Employee who identifies as Aboriginal and Torres Strait Islander Peoples is entitled to request an independent Aboriginal and Torres Strait Islander Peoples member to be included on any panel responsible for assessing their application, whether that application relates to professional development, award of scholarship, or any other activity pertaining to their development and/or advancement within the University. If the University receives such a request, panel membership will be altered to include an independent Aboriginal and Torres Strait Islander Peoples person.
- 16.17 The University will appoint only Aboriginal and Torres Strait Islander Peoples to identified positions.
- 16.18 Any offer of appointment to an identified position will be contingent upon the candidate producing evidence of indigeneity consistent with subclause 16.14.

Aboriginal and Torres Strait Islander Peoples language allowance

- 16.19 In recognition of the increased effectiveness and productivity of ongoing or fixed term Employees proficient in Aboriginal and Torres Strait Islander Peoples languages, an ongoing or fixed term Employee who is required to use an Aboriginal and Torres Strait Islander Peoples language in the course of their employment will be paid an Aboriginal and Torres Strait Islander Peoples Language allowance as set out in Schedule 3.

Cultural and ceremonial leave

- 16.20 Aboriginal and Torres Strait Islander Peoples Employees are entitled to additional leave to participate in cultural and/or ceremonial activities in accordance with clause 40: *Cultural and Ceremonial Leave for Aboriginal and Torres Strait Islander Peoples Employees*.
- 16.21 At least once per annum, the University will advise the Implementation Committee of the use of cultural and ceremonial leave by Aboriginal and Torres Strait Islander Peoples Employees.

PART E – REMUNERATION, LOADINGS, AND ALLOWANCES

17. PAY RATES

- 17.1 In addition to the 2% administrative increase that took effect on 29 April 2022, Employees will receive the following increases to Salaries and allowances:
- (a) 2.6% effective the first full pay period practicable after the date on which Employees approve this Agreement and the *Western Sydney University Academic Staff Agreement 2022* and backdated to 14 October 2022;

- (b) 3.35% effective the first full pay period after 1 October 2023;
 - (c) 2.9% effective the first full pay period after 1 October 2024; and
 - (d) 2.6% effective the first full pay period after 1 March 2025.
- 17.2 In addition to the increases prescribed by subclause 17.1, effective the first full pay period practicable after the date on which Employees approve this Agreement and the *Western Sydney University Academic Staff Agreement 2022* and backdated to 14 October 2022:
- (a) the Salary for Employees engaged at levels 1 to 5 will be increased by \$1,000; and
 - (b) the Salary for Employees engaged at levels 6 and 7 will be increased by \$500.
- 17.3 Schedule 1 sets out the Salaries for full-time Employees engaged between levels 1 to 10 over the nominal term of this Agreement.
- 17.4 An ongoing or fixed term Employee will progress by annual increments to the top of the relevant Salary level in Schedule 1 unless the increment is withheld in accordance with:
- (a) clause 57: *Unsatisfactory Performance*;
 - (b) clause 58: *Misconduct or Serious Misconduct*; or
 - (c) clause 59: *Contraventions of the Research Code of Practice*.

18. SUPERANNUATION

Contributions for ongoing and fixed term employees

- 18.1 The University will make 17% employer superannuation contributions for ongoing and fixed term Employees into an Employee's nominated superannuation fund.
- 18.2 Subject to legislative limitation, UniSuper is the default superannuation fund of this Agreement. The University will provide information about UniSuper as part of its onboarding process for new ongoing and fixed term Employees.
- 18.3 If a commencing Employee does not nominate a superannuation fund:
- (a) the University will make the contributions into the Employee's stapled superannuation fund as advised by the Australian Taxation Office (ATO); and
 - (b) if the ATO advises the University that an Employee does not have a stapled superannuation fund, the University will open a UniSuper account on the Employee's behalf and make contributions into that account.
- 18.4 Employees engaged at the date of commencement of this Agreement will be entitled to choose their superannuation fund in accordance with the *Treasury Laws Amendment (Your Superannuation Your Choice) Act 2020* (Cth).
- 18.5 If the scheme superannuation fund to which an Employee belongs requires them to make employee contributions, such contributions must be made from the Employee's Base Salary.
- 18.6 If an Employee is a member of the State Superannuation Scheme or the State Authorities Superannuation Scheme (**State Scheme/s**), the University will make employer superannuation contributions to the Employee's State Scheme in accordance with the relevant employer

contribution levels and arrangements in place immediately prior to the commencement of this Agreement, provided that the Employee:

- (a) is eligible to have employer superannuation contributions made on their behalf to their State Scheme; and
- (b) elects to do so.

18.7 The University will make the Superannuation Guarantee employer contribution necessary to avoid the imposition of a surcharge for Employees that do not qualify for a higher employer contribution under subclause 18.1.

Contributions during unpaid parental leave

18.8 The University will continue to make employer contributions for an Employee during periods of paid and unpaid parental leave taken in accordance with clause 42: *Parental Leave*:

- (a) for up to 52 weeks from the date of commencement of the leave; and
- (b) at the rate that applied when the Employee commenced the leave.

The pro-rata provisions in subclause 42.4 will also apply.

19. SALARY PACKAGING

19.1 This clause does not apply to casual Employees.

19.2 The University and an Employee may agree to salary packaging, which means that the University will reduce the Employee's Salary in lieu of non-cash tax benefits.

19.3 Any salary packaging arrangement must be consistent with the University's *Salary Packaging Guide*, as amended or replaced from time to time.

19.4 If the University and an Employee enter into a salary packaging agreement, any other payment calculated by reference to the Employee's Salary and payable during employment or on termination of employment, will be calculated by reference to the Employee's Salary and not to the reduced amount under salary packaging.

19.5 Either the University or the Employee can terminate a salary packaging agreement by providing 4 weeks' written notice to the other party.

20. ANNUAL LEAVE LOADING

20.1 This clause does not apply to casual Employees.

20.2 An Employee who is not a Shiftworker will be entitled to an annual leave loading equivalent to 17.5% of 4 weeks of the Employee's Base Rate of Pay for each full year worked.

20.3 An Employee who is a Shiftworker will be entitled to:

- (a) the shift allowance (or other allowance paid on a regular basis in lieu thereof) that they would have received had they not been on annual leave; or
- (b) 17.5% of 5 weeks of the Employee's Base Rate of Pay for each full year worked;

whichever is the greater. Shift allowance will not be paid for Public Holidays occurring during the period of annual leave, or for leave in lieu of Public Holidays worked or falling on the Employee's rostered day off.

- 20.4 Annual leave loading will be calculated on the Employee's Base Rate of Pay at the date the annual leave loading is paid.
- 20.5 The annual leave loading year commences on 1 December and concludes 30 November of the following year.
- 20.6 An Employee who is not a Shiftworker will be paid their annual leave loading by the last completed pay period before 25 December each year, or on retirement, resignation, or termination, based on the proportion of the leave loading year worked by the Employee.
- 20.7 An Employee who is a Shiftworker will be paid their annual leave loading when they proceed on leave or on retirement, resignation, or termination, based on the proportion of the leave loading year worked by the Employee.

21. MEAL ALLOWANCE

- 21.1 An Employee will be paid a meal allowance in addition to any overtime payment if they are required to:
- (a) work overtime for more than 2 hours immediately after their normal finishing time, unless the overtime finishes before 6.00pm;
 - (b) work overtime for more than 5 hours on a Saturday, Sunday, or Public Holiday, or on a rostered day off for an Employee who is a Shiftworker; or
 - (c) to commence duty at or before 6.00am being at least 1 hour before the Employee's usual starting time.
- 21.2 The entitlement to a meal allowance applies irrespective of whether the Employee takes a meal break. Meal allowances paid by the University will be consistent with those approved as reasonable in Australian Taxation Office rulings applicable during the term of this Agreement.

22. ON CALL ALLOWANCE

- 22.1 This clause does not apply to:
- (a) casual Employees; or
 - (b) Employees engaged within Information Technology and Digital Services, whose on-call allowance provisions are contained in clause 23: *On Call Allowance for ITDS Employees*.
- 22.2 Due to the University's operational requirements, some Employees may be required to be rostered as being on call to perform work outside their ordinary hours.
- 22.3 An Employee who is on call:
- (a) must be contactable and available to perform work within a reasonable period of time. The Employee may be able to perform the work without having to return to their workplace;
 - (b) will be paid a daily allowance as set out in Schedule 3 in addition to any pay for work that might be performed whilst the Employee is on call; and
 - (c) will not be paid an on call allowance if they are not available to work because of illness or other circumstances.
- 22.4 Work performed whilst on call will be overtime.

- 22.5 If there is any ongoing requirement for an Employee to be rostered as being on call, this will be included in their position description.
- 22.6 Rosters will be posted in a readily accessible place.
- 22.7 An Employee will be given at least 72 hours' notice of a change to a roster, or at least 7 days' notice of a new roster.
- 22.8 Employees may swap rosters with the agreement of their Supervisor.

23. ON CALL ALLOWANCE FOR ITDS EMPLOYEES

- 23.1 This clause does not apply to casual Employees.
- 23.2 In this clause, **on call** means the situation in which an ITDS Employee is required to be contactable and available for duty at all times during a rostered period for emergency, remote monitoring, maintenance, and/or breakdown work. The on call service should not be used to cover work that can be characterised as routine or expected, or to provide non-urgent support for projects or functions that could be provided during normal business hours.
- 23.3 Participation in the on call roster will be on a cyclical basis between defined hours and for a defined period of time.
- 23.4 Rosters will be posted in a readily accessible place.
- 23.5 Unless agreed otherwise, working on call will be voluntary. In the absence of sufficient volunteers and Employees who have agreed to on call arrangements, working on call may be required subject to:
- (a) operational requirements;
 - (b) the current work arrangements of the affected Employees (being those Employees who are required to work on call);
 - (c) the personal circumstances of the affected Employees; and
 - (d) to the extent possible, an even distribution of on call responsibilities across the affected Employees.
- 23.6 Whilst on call, an ITDS Employee must be able to return home or attend work on short notice to carry out any required work. If the Employee is not available to carry out the required work, the allowance will not be paid.
- 23.7 An ITDS Employee who is rostered as being on call will be paid an allowance equal to 20% of their normal Base Rate of Pay for each hour that they are on call.
- 23.8 Where an ITDS Employee is able to rectify a fault remotely and their log-in time is less than 30 minutes, the Employee will not receive an overtime payment in respect of the work.
- 23.9 Where an ITDS Employee is able to rectify a fault remotely and their log-in time is 30 minutes or more, the overtime provisions prescribed in clause 25: *Hours of Work* will apply.
- 23.10 Where necessary, the University will provide the ITDS Employee with an appropriate on call kit, which may include suitable transport arrangements and suitable means of communication.

24. CAR KILOMETRE ALLOWANCE AND JOURNEYS REQUIRING TEMPORARY RESIDENCE

Car kilometre allowance

- 24.1 If the University requires an Employee to travel to a location other than their nominated work location:
- (a) the Employee will, if practicable, use public transport or an available University pool vehicle to undertake the travel; and
 - (b) if public transport is unavailable or impractical and a University pool vehicle is unavailable (including for a regular pattern of duties), the Employee will be paid a car kilometre allowance in accordance with this clause if they undertake the travel using their own vehicle.
- 24.2 A casual Employee's nominated work location will be recorded on their Casual Employment Authority.
- 24.3 The allowance will be paid for any net kilometres in excess of the distance the Employee would normally travel using their own vehicle in getting to and from their nominated work location, at a rate consistent with the allowance approved by the Australian Taxation Office as reasonable at the time.

Journeys requiring temporary residence

- 24.4 If the University directs an Employee to work away from their nominated work location and the Employee has approval to occupy a temporary residence, the University will pay the Employee's actual reasonable expenses.

PART F – HOURS OF WORK

25. HOURS OF WORK

Ordinary hours of work

- 25.1 An Employee's ordinary hours of work exclude meal breaks. The following limits apply for all Employees other than those who are Shiftworkers:
- (a) for a full-time Employee: 35 hours a week or 140 hours per 4-week period including Saturdays and Sundays, or an average of 35 hours a week including Saturdays and Sundays over a roster period where applicable;
 - (b) for a part-time Employee: less than 35 hours a week or less than 140 hours per 4-week period including Saturdays and Sundays over a roster period where applicable;
 - (c) an Employee will have an average of at least 2 days off work per week;
 - (d) an Employee's ordinary hours of work per day will not normally be more than 8 hours, however this may be increased to up to 10 hours if, after consultation with affected Employees (or, if they choose, their Representative, who may be an official of the relevant Union), it can be demonstrated that the introduction of a roster of up to 10 hours per day will allow the University to more effectively meet the operational demands of a specific work area, or unforeseen and/or special work demands require an Employee be directed to work up to 10 hours on a particular day, provided that:
 - (i) this does not occur on more than 2 occasions in a 2-week period;

- (ii) the Employee is given at least 24 hours' notice; and
- (iii) the Employee is not required to work the increased hours if they satisfy the University that they have family responsibilities or pressing commitments that prevent them doing so.

25.2 To balance personal and work demands, an Employee may be permitted to voluntarily work their ordinary hours at any time Monday to Sunday, subject to:

- (a) operational requirements;
- (b) the availability of adequate supervision; and
- (c) prior written approval of the head of their work unit.

Hours worked under these arrangements will be paid at the Employee's Base Rate of Pay.

25.3 An ongoing or fixed term Employee may request reduced hours. Approval of such a request will be subject to operational requirements but will not be unreasonably withheld by the University.

25.4 A female Employee may vary their hours of work by arrangement with their Supervisor to accommodate breastfeeding requirements.

25.5 The time an Employee takes to travel between their home and their home campus is not included in their hours of work. However, where organisational needs require the Employee to travel to another campus or location, any time additional to the Employee's normal travel time will be included in their hours of work. Travel between campuses during the day is included in an Employee's hours of work.

Timesheets

25.6 All Employees up to and including HEW level 10 are required to complete a timesheet covering each 4-week (140 hours) settlement period.

Rates of pay

25.7 An ongoing or fixed term Employee will be paid at the Employee's Base Rate of Pay, and a casual Employee will be paid at the Casual Rate of Pay, for their ordinary hours of work. An Employee who is a Shiftworker will also be paid the relevant shift loading prescribed by subclause 25.11 in addition to their Base or Casual Rate of Pay.

25.8 A part-time Employee who works in excess of their ordinary hours of work will be paid their Base Rate of Pay where the excess hours are worked between 7.00am and 6.00pm. Excess hours worked outside 7.00am to 6.00pm will be subject to shift loadings in accordance with subclause 25.11 or overtime rates in accordance with subclause 25.19.

25.9 An Employee engaged part-year who agrees to work in their substantive position during a period when they would not normally work, will be paid at the Employee's Base Rate of Pay for any ordinary hours of work.

25.10 Subject to subclause 25.8, hours worked in addition to ordinary hours of work will be overtime.

Shift loadings

25.11 Subject to subclause 25.8, an Employee who works any of the following shifts will be paid the below shift loadings in addition to their Base Rate of Pay or Casual Rate of Pay:

	Shift	Time	Loading
(a)	early morning shift	starting at or after 4.00am and before 7.00am Monday to Friday	10%
(b)	day shift	starting not earlier than 7.00am and before 10.00am Monday to Friday	nil
(c)	early afternoon shift	finishing after 6.00pm Monday to Friday	10%
(d)	afternoon shift	finishing at or after 9.00pm and before midnight Monday to Friday	12.5%
(e)	night shift	finishing at or after midnight and before 7.00am Monday to Friday	15%
(f)	Saturday	any shift worked between midnight Friday and midnight Saturday	50%
(g)	Sunday	any shift worked between midnight Saturday and midnight Sunday	100%
(h)	permanent night shift	any roster in which shifts are worked which do not rotate or alternate with other or another shift so as to give the employee at least one third of their working time off night shift in each roster period	30% (provided that the loading for Saturday or Sunday will be in substitution for, and not in addition to, this loading)

25.12 Work rosters will be posted in a readily accessible place at least 7 days in advance and will indicate the start and finish times of the ordinary hours of work for each shift for each Employee.

25.13 An Employee will be given at least 72 hours' notice of a change of shift in a roster, or at least 7 days' notice of a new roster, unless the Employee is replacing another Employee on unplanned absence, in which case the Employee will be notified of the change as soon as possible. If an Employee:

- (a) is not provided with the required period of notice (other than in circumstances arising from an unplanned absence), they will be paid 1.5 times their Base Rate of Pay; or
- (b) works on a day the Employee would have otherwise been rostered off because of a change of shift in a roster, they will be paid overtime for the time worked.

25.14 Employees may swap shifts or rosters with the agreement of their Supervisor(s) provided that this does not involve additional shift loadings or overtime.

Changes to regular roster or ordinary hours of work

25.15 The University will consult with Employees about changes to their regular roster or ordinary hours of work in accordance the relevant provisions of the Act. Employees may be assisted by a Representative for the purposes of such consultation. In consulting with Employees, the University will:

- (a) provide information to the Employees about the change;

- (b) invite Employees to give their views about the impact of the change, including any impact in relation to their family or caring responsibilities; and
- (c) consider any views about the impact of the change that are given by Employees.

25.16 Any change to an Employee's regular roster or ordinary hours of work will only be made with the agreement of the Employee concerned, taking into account personal circumstances and obligations under clause 54: *Organisational Change*.

Overtime

25.17 The University may require an Employee to work a reasonable amount of overtime unless the Employee has reasonable grounds for not doing so.

25.18 The University will make all reasonable efforts to give an Employee at least 48 hours' notice of any overtime to be worked.

25.19 Overtime rates of pay will be:

- (a) 1.5 times the Base Rate of Pay for the first 2 hours and double the Base Rate of Pay thereafter until the end of the overtime;
- (b) between midnight Friday and midnight Saturday – 1.5 times the Base Rate of Pay for the first 2 hours and double the Base Rate of Pay thereafter until the end of the overtime, with a minimum payment of 3 hours;
- (c) between midnight Saturday and midnight Sunday – double the Base Rate of Pay with a minimum payment of 4 hours, except for essential work of feeding animals and watering, when the minimum payment will be 3 hours; and
- (d) on a Public Holiday – 2.5 times the Base Rate of Pay with a minimum payment of 4 hours except for essential work of feeding animals and watering, when the minimum payment will be 3 hours.

25.20 Overtime should be arranged so that, if reasonably practicable, an Employee will have 10 hours off between work on successive days, except 8 hours will be substituted for 10 hours for overtime worked when changing shift rosters or replacing another Employee who has not reported for work. However, if an Employee who works overtime:

- (a) would ordinarily commence work within 10 hours of finishing the overtime, they will not be required to report for work until they have had 10 hours off and will be paid at the Base Rate of Pay for the time they would have normally worked in those ten hours; or
- (b) is directed by the University to continue or resume work without having had 10 consecutive hours off, they will be paid at overtime rates of pay until released from duty and then have 10 consecutive hours off and will be paid at the Base Rate of Pay for the time they would have normally worked in those 10 hours.

25.21 An Employee who is called back to the University's premises for work after leaving for the day will be paid at the appropriate overtime rate for a minimum of 4 hours. Each call will stand alone. This subclause will not apply if:

- (a) it is customary for the Employee to return for pre-arranged overtime; or
- (b) the overtime is continuous (subject to a reasonable meal break) with the end or start of the Employee's normal working time.

25.22 If an Employee is instructed to work overtime on a day they would normally not have been required to work and on reporting to work finds that no work is available, they will be paid 3 hours' overtime at the applicable overtime rate for that day.

25.23 Each day's overtime is calculated separately to the nearest quarter of an hour.

25.24 If an Employee is required to work overtime, they will be entitled to payment at the relevant overtime rate(s) specified in subclause 25.19. Overtime will be paid unless the Employee and their Supervisor agree that the Employee will instead accrue time off in lieu of overtime in accordance with subclauses 25.25 to 25.28.

Time off in lieu of overtime

25.25 Time off in lieu of overtime will not be unreasonably refused by the University but must be considered in conjunction with any use of flex leave.

25.26 Time off in lieu of overtime will be equal to the hours that would have been payable. For example, 4 hours of overtime worked at double time is equal to 8 hours of time off in lieu.

25.27 An Employee may accrue a maximum of 35 hours of time off in lieu of overtime.

25.28 Time off in lieu of overtime must be taken:

- (a) at a time mutually agreed between an Employee and their Supervisor; and
- (b) within 3 months from the time the overtime was worked, or payment at the appropriate overtime rate will be made.

26. STANDARD WORKING HOURS

26.1 Standard working hours are ordinary hours that are set and regular and include an unpaid meal break under clause 27: *Meal Breaks*.

26.2 Standard hours of work are equal to 7 hours per day or 35 hours per week, Monday to Friday (pro rata for part-time Employees) and apply to those Employees who elect not to participate in the Flexible Hours of Work Scheme under clause 35: *Flexible Hours of Work Scheme*.

27. MEAL BREAKS

27.1 An Employee will be allowed an unpaid meal break of between 30 minutes and 1 hour per meal unless as otherwise provided in clause 35: *Flexible Hours of Work Scheme*.

27.2 If the University requires an Employee to work any part of their meal break, the time worked will count as part of the Employee's ordinary hours of work.

27.3 An Employee will not be required to work more than 5 consecutive hours without an unpaid meal break of at least 30 minutes, however if the Employee works according to a roster they may, by agreement with their Supervisor, take a paid meal break provided they remain available for duty.

PART G - WORKLOADS AND CAREER DEVELOPMENT

28. WORKLOADS

28.1 The University will ensure that workloads are realistic and achievable within an Employee's ordinary hours of work and does not encourage or condone a workplace culture that requires Employees to work excessive hours.

- 28.2 Reasonable overtime may occasionally be required to meet operational needs, and it is the responsibility of:
- (a) managers and Supervisors to ensure that they do not impose unreasonable expectations on Employees; and
 - (b) Employees to ensure that they are not working unreasonable overtime.
- 28.3 Workload allocation will take into account relevant work health and safety principles and the Employee's level of appointment, work fraction profile, and position description.
- 28.4 Employees will not be required to work unreasonable overtime.
- 28.5 The University does not expect or require an Employee to respond to communications outside their ordinary hours of work, or whilst they are on approved leave including Concessional Days.
- 28.6 The University will not make workload demands of Employees that are inconsistent with these provisions.

Increases to workloads

- 28.7 Potential increases to workloads will be considered as part of the risk assessment process prior to any organisational change, the introduction of new workflows and processes, or changes to technical systems and infrastructure.
- 28.8 Where an ongoing increase to workloads is identified as a result of:
- (a) proposed organisational change, the provisions of clause 54: *Organisational Change* will apply and the organisational change plan will identify the risk and outline any steps to mitigate the effect of increased workloads; or
 - (b) the introduction of new technology, infrastructure, workflows, or processes that do not amount to significant change as defined by clause 54: *Organisational Change*, the relevant project team or manager will consider the impact on workloads.

Workload allocation

- 28.9 Managers and Supervisors are responsible for ensuring that workloads are fairly and equitably allocated to teams or individuals in consultation with Employees.
- 28.10 Each work unit should meet in at least twice-yearly formal meetings chaired by the manager of the work area, in order to assess collegially and consultatively the work allocation and division of tasks within the group. These meetings will consider:
- (a) any pattern of excessive working hours within the work unit, including where no opportunities arise to utilise accrued flex leave or time off in lieu;
 - (b) the impacts on workloads following organisational change, including from the loss of Employee resources or the introduction of new programs;
 - (c) the distribution of workloads in a manner consistent with the classification level, training, skills, knowledge, and career and professional development of individual Employees; and
 - (d) any other relevant matters.

28.11 Individual workloads are to be discussed and negotiated during performance management reviews and monitored in accordance with subclauses 28.13 and 28.14.

28.12 Without disrupting the operation of their work unit, an Employee should be able to:

- (a) use their flex-time credits as set out in clause 35: *Flexible Hours of Work Scheme*; and
- (b) take their annual leave within the limits imposed by clause 36: *Annual Leave*.

Monitoring workload

28.13 Primary indicators of unreasonable workload include:

- (a) an ongoing need to work excessive hours;
- (b) unreasonable overtime; and
- (c) an inability for Employees to clear accrued leave or flex credits.

28.14 Managers and Supervisors have a responsibility to:

- (a) monitor and review workload for signs of overwork; and
- (b) monitor patterns of work and/or total hours worked over a given period of time, leave balances, accrued time in lieu, and flex balances.

If a Supervisor becomes aware that one or more of the primary indicators of unreasonable workload prescribed by subclause 28.13 apply to an Employee, they will meet with the Employee to discuss the Employee's workload and, if appropriate, implement strategies to address any excess workload issues.

28.15 The Implementation Committee will monitor overtime, leave balances, accrued time in lieu, and flex credit balances, and may be used as a forum to facilitate consultation on workloads.

Individual and/or work unit workload review

28.16 If an Employee or work unit is concerned about their workload, they may request a workload review through discussion with their Supervisor at any time. If the matter is not satisfactorily resolved through this process, the Employee or work unit may escalate the matter to the head of their work unit.

28.17 If the matter is not resolved through discussion with the head of the work unit, the Employee or work unit may further escalate the matter to the Chief People Officer (or their nominee).

28.18 The Chief People Officer (or their nominee) will review the matter and discuss it with the parties involved, before making a determination and communicating the outcome to the parties, including reasons for the decision.

28.19 If a person is required to deal with a matter under this clause on behalf of the University but a potential conflict of interest exists (whether identified by an Employee or otherwise), the University will nominate an alternate person to deal with the matter.

29. CAREER PLANNING AND DEVELOPMENT

29.1 The University will:

- (a) provide Employees with a range of centrally funded training and development opportunities through the Office of People, and externally delivered programs related to the University's work;
 - (b) increase the number of centrally funded professional development opportunities provided as at the date of commencement of this Agreement; and
 - (c) take reasonable steps to widely advertise all centrally funded professional development opportunities to Employees.
- 29.2 The University will undertake an annual review of University professional development programs offered and report on their uptake to the Implementation Committee. The University intends to spend no less than \$4,600,000 per annum on professional development over the nominal term of this Agreement and will report expenditure to the Implementation Committee at least twice per calendar year.
- 29.3 The University is committed to providing all Employees with:
- (a) the opportunity to be involved in the planning of their work, and to develop personal skills that complement their work unit's goals;
 - (b) the opportunity to access a personal career development plan that will lead to identifiable career opportunities; and
 - (c) equity of access to training and development opportunities.
- 29.4 The University will provide opportunities for career progression by:
- (a) advertising all ongoing and fixed term vacancies on the University website. Vacancies for positions at HEW level 6 or below will be advertised internally in the first instance; and
 - (b) appointing Employees, other than casual Employees, to temporarily perform the duties of a higher classified position in accordance with clause 31: *Higher Duties*.
- 29.5 Career and development opportunities for an individual Employee should initially be identified in discussion with their Supervisor, and may include:
- (a) on-the-job coaching;
 - (b) attendance at training courses, programs or conferences;
 - (c) networking and mentor relationships;
 - (d) temporarily performing duties of a higher classified position;
 - (e) job rotation, secondments, and employee exchange programs;
 - (f) research or project work;
 - (g) support for ongoing accredited education; and
 - (h) involvement in internal or external committees or University governance.
- 29.6 The University will make funding available to support agreed career development plans.

Annual Planning and Career Development Program

- 29.7 An Employee and their Supervisor will meet at least annually to discuss the planning goals and objectives of their work unit for the next 12 months and clarify how they relate to the Employee.
- 29.8 The Employee and their Supervisor will complete a standard planning and career development document setting out the Employee's agreed work plan and career development program. The Supervisor will:
- (a) provide the Employee with an opportunity to meet and discuss goals, identify work priorities, and clarify expectations;
 - (b) assist the Employee in identifying career skill development needs in their current position and career development opportunities;
 - (c) provide the Employee with guidance and constructive feedback;
 - (d) identify and support higher duties opportunities as career development; and
 - (e) implement, where possible, an agreed career development program.
- 29.9 If an Employee is reasonably of the opinion that they are not being given training or development opportunities, they should raise the matter with their Supervisor in the first instance. If the matter is not resolved, the Employee may then raise the matter with the Chief People Officer (or their nominee) for resolution.
- 29.10 The University will consult with Employees on the development of the standard planning and career development process.

Reimbursement of course fees

- 29.11 The University may reimburse an ongoing or fixed term Employee's course fees for study that is directly related to the Employee's current position or may reasonably be expected to be utilised within the University in the future.
- 29.12 If the University requires an Employee to undertake training, it will be regarded as part of the Employee's duties and count as time worked.

Study leave

- 29.13 An ongoing or fixed term Employee who is undertaking an approved course of formal study or training related to their work is entitled to:
- (a) up to 5 hours' paid leave per week; and
 - (b) additional paid leave to attend examinations.

This time may be accrued to a maximum of 35 hours in any semester.

- 29.14 Arrangements for taking leave are to be agreed between the Employee and their Supervisor.

Multiskilling

- 29.15 The University may direct an Employee to perform work and/or use equipment as may reasonably be required having regard to the Employee's existing skill base, provided that the Employee is properly trained and licensed, and the skill competency levels required fall within the Employee's classification level.

29.16 Any direction given by the University under this clause will be consistent with the University's responsibility to provide a healthy and safe working environment.

30. POSITION CLASSIFICATION

30.1 Every position will be classified in accordance with the Position Descriptors set out in Schedule 4.

30.2 Positions will be classified at the level that most accurately reflects the work to be performed, taking into account the duties, responsibilities, and accountabilities of the position.

30.3 The following general principles apply to classification decisions:

- (a) all positions are subject to these procedures, irrespective of funding source or availability;
- (b) the classification will be of the position not the occupant;
- (c) classification decisions will be based on an assessment of the documentation of positions against the Position Descriptors, however the University may also choose to utilise a supplementary job evaluation methodology to undertake classifications;
- (d) the Position Descriptors will be applied consistently across positions; and
- (e) special regard will be given to pay equity principles.

30.4 A position will not ordinarily be reclassified within 12 months of its last reclassification review unless a significant restructure of the work unit has taken place.

Classification methodology

30.5 Every position at HEW levels 1 to 10 will have a position description developed within the context of the work unit.

30.6 A position description will clearly and comprehensively describe the specific purpose, key functions, core duties and activities, and the various skills required of the position as set out in the Position Descriptors. Generic position descriptions are to be avoided where possible.

30.7 An Employee will undertake the responsibilities outlined in the position description applicable to their position. An Employee will not be required to undertake duties that are not in their position description on an ongoing basis unless the Employee and their Supervisor have agreed that an application for reclassification will be made. Any such application should be discussed immediately with the Office of People and lodged as soon as practicable. If the application is successful, the Employee will be back paid to the date the application was lodged with the Office of People.

30.8 If a position is one of a group of like positions across an organisational area, any changes to that position description will be considered within the context of the whole area. This will not, however, prevent the position from being considered for classification as a separate position.

30.9 Classification will be undertaken by persons from the Office of People who are trained in formal classification processes and nominated by the Chief People Officer (or their nominee).

Reclassification of existing positions

30.10 The University will reclassify positions using the classification methodology outlined in this clause. Personal or gender identifying information about the position holder will not be used in assessing a position for reclassification.

- 30.11 If there is a significant change identified for a vacant position, a revised position description will be created. Any change to a vacant position will be considered within the context of its effect on related positions.
- 30.12 An Employee or their Supervisor may at any time initiate discussions regarding the currency of the Employee's position description and classification level.
- 30.13 A reclassification submission can be made by:
- (a) the Employee;
 - (b) the Employee's Supervisor; or
 - (c) the relevant Union.
- 30.14 A submission should ordinarily be made as soon as practicable after it has been identified that there has been a material change to the Employee's duties so that an Employee is not undertaking additional work for an indefinite period.
- 30.15 If the Employee believes their existing position description is incorrectly classified and the Supervisor confirms that the position description is accurate, the position description will be submitted to the unit manager for their endorsement to forward the position description to Office of People for reclassification. A request for reclassification must include the following information:
- (a) when the Employee's duties changed;
 - (b) reasons justifying the change in the Employee's duties;
 - (c) how the changed duties align with the requirements of the relevant work unit;
 - (d) how duties are being undertaken if they have been removed from the existing position description; and
 - (e) reasons justifying any delay in applying for reclassification.
- 30.16 If there is no agreement between an Employee, their Supervisor, and the unit manager with appropriate University delegation regarding the currency of the Employee's position description, the Employee may make a reclassification submission directly to the head of the Employee's work unit. If the head of unit supports the submission, it will be forwarded to the Office of People for reclassification.
- 30.17 If the head of the Employee's work unit does not support the reclassification submission, they will advise the Office of People of the reasons for their decision, provided that a submission can only be declined on the following grounds:
- (a) the submission does not accurately describe the work being done; and/or
 - (b) the work is not required to be done.
- The Office of People will advise the Employee of the reasons in writing, and the Employee will continue to perform work in accordance with their position description.
- 30.18 The Office of People will deal with a reclassification submission equitably, confidentially, and where possible, within 4 weeks of receipt. If there is a delay beyond 4 weeks, the Office of People will advise the Employee of the circumstances and provide an estimated time for an outcome.
- 30.19 A reclassification submission will result in a position either being reclassified to a higher level or remaining at the same level, and the incumbent will retain the position.

30.20 If an occupied position is reclassified to a higher level, the new Salary will be paid from the date the submission was lodged with the head of the Employee's work unit, or from an agreed earlier date. If the higher-level work is specified and agreed to commence at a future date, the new Salary will be paid from that future date.

30.21 An Employee will be advised of the outcome of their submission in writing by the Office of People and will be given reasons if the submission is declined.

Review

30.22 Each Union will nominate up to 2 members to be trained in the classification methodology utilised by the University. These members will form a part of a Classification Review Panel.

30.23 If an Employee disputes the outcome of their reclassification submission, they may apply in writing to the Chief People Officer (or their nominee) for a review of the decision.

30.24 The Chief People Officer (or their nominee) may:

- (a) reclassify the Employee's position; or
- (b) refer the Employee's submission for review to a Classification Review Panel to independently evaluate the position description.

30.25 The Classification Review Panel will comprise:

- (a) 1 Union Employee, trained in the appropriate job classification methodology, and nominated by the Implementation Committee; and
- (b) 1 Employee from the Office of People trained in the appropriate job classification methodology, and who was not on the original evaluation committee.

30.26 If the Classification Review Panel is required to conduct a review under subclause 30.24(b), the Panel may request relevant information about the position from:

- (a) the University;
- (b) the Employee making the submission; and/or
- (c) the Employee's Supervisor;

prior to completing its review.

30.27 The Chief People Officer (or their nominee) will determine the appropriate classification of the position in accordance with the outcome of the Panel review.

30.28 An Employee will be advised of the result of their reclassification submission in writing within 4 weeks of the submission being made to the Chief People Officer (or their nominee).

30.29 If an Employee who is required to perform additional or changed duties makes a reclassification submission based on the position description being inaccurate and the submission is declined at any stage of the process outlined in this clause, the Employee will not be required to perform additional or changed duties.

30.30 Where a submission under subclause 30.13 results in the reclassification of the Employee's position, then unless otherwise agreed by the University in light of any reasons given justifying delay under subclause 30.15(e), the reclassification and any consequential change in rate of pay will be effective from the date on which the submission was made to the Office of People.

31. HIGHER DUTIES

- 31.1 This clause does not apply to casual Employees.
- 31.2 Higher duties are a temporary measure that can be used to cover Employees who are on leave or otherwise absent from duties, or while recruitment action is taking place, and provide a career development opportunity for Employees in accordance with clause 29: *Career Planning and Development*. The University will use temporary appointments to perform the duties of higher classified positions as opportunities for Employee development.
- 31.3 An Employee who is temporarily appointed to, and satisfactorily performs, the duties of a higher classified position (**Relieving Position**) for:
- (a) at least 5 consecutive working days; or
 - (b) at least 5 separate days within a 2-month period, when the basis of the appointment does not involve consecutive working days but is regular (for example 1 day per week each week);
- is a **Relieving Employee** and will be paid a Higher Duties Allowance for the time they perform the duties of the Relieving Position (**Relief Period**).
- 31.4 A Higher Duties Allowance is the difference between the Relieving Employee's salary and the minimum salary of the Relieving Position.
- 31.5 A pro rata Higher Duties Allowance will be paid if the Relieving Employee performs only a proportion of the duties associated with the Relieving Position. The Unit Manager will determine the proportion of the duties performed after consultation with the Relieving Employee.
- 31.6 Prior to the commencement of the Relief Period, a Relieving Employee will be advised of:
- (a) the extent of the duties to be performed;
 - (b) the rate of the Higher Duties Allowance to be paid; and
 - (c) the expected duration of the Relief Period.
- 31.7 For appointments to higher duties for more than 20 working days, the Higher Duties Allowance will be paid for any leave taken during the Relief Period, provided that the allowance would have been paid but for the taking of the leave. Such leave will count as service for incremental purposes.
- 31.8 For appointments to higher duties for 20 working days or less, the Higher Duties Allowance will not be paid for any leave taken during the Relief Period.
- 31.9 A Higher Duties Allowance will be varied during the Relief Period to take into account any changes in:
- (a) Salary for the Relieving Position; and
 - (b) the proportion of duties associated with the Relieving Position.
- 31.10 Where practicable, the opportunity to perform higher duties should ordinarily be made available to Employees within the work unit where the vacancy exists. In making higher duties opportunities available to interested and suitably qualified Employees, the Supervisor will have regard to whether the Employee(s) concerned have previously had a chance to perform the duties of higher classified positions to ensure equity of access to career development opportunities.

- 31.11 Expressions of interest will be used as the basis for filling vacancies of more than 2 weeks' duration where the University has at least 3 weeks' notice of the vacancy.
- 31.12 Higher duties should not normally be offered for more than a 3-month period. If the University expects a position to be vacant for longer than 3 months or an indefinite period, it will be internally advertised in the first instance and filled through competitive selection.
- 31.13 If a Relieving Employee has performed the same Relieving Position for 1 year or more:
- (a) they will be eligible for incremental progression in the position;
 - (b) the Higher Duties Allowance will be paid for any leave taken during the further period of relief; and
 - (c) the Higher Duties Allowance will be superannuable unless the Employee expressly declines this benefit.
- 31.14 If a Relief Period extends beyond the original time envisaged, the Relieving Employee's Supervisor will either:
- (a) have the Relieving Position reviewed by the Office of People; or
 - (b) commence recruitment action for the Relieving Position; or
 - (c) provide the Office of People and the Relieving Employee with reasons for continuing the higher duties; and
 - (d) advise the Relieving Employee of any revised end date for the Relief Period.
- 31.15 If a Relieving Employee is permanently appointed to the Relieving Position through a competitive recruitment process, they will be treated as having been the permanent occupant of that position during the entire period of higher duties for the purposes of incremental progression.
- 31.16 If a Relieving Employee is permanently appointed to a different position at the same or higher level as the Relieving Position, then periods of time in the Relieving Position may be aggregated and taken into account for the purpose of incremental progression within that classification level.

PART H - FLEXIBLE WORK PROVISIONS

32. FLEXIBLE WORK PROVISIONS

- 32.1 It is acknowledged that flexible work provisions are provided for throughout this Agreement including, but not limited to, the following clauses:
- (a) clause 7: *Individual Flexibility Arrangements*;
 - (b) clause 25: *Hours of Work*;
 - (c) clause 33: *Right to Request Flexible Working Arrangements*;
 - (d) clause 34: *Remote Working Arrangements*;
 - (e) clause 35: *Flexible Hours of Work Scheme*;
 - (f) clause 39: *Personal Leave*;

- (g) clause 40: *Cultural and Ceremonial Leave for Aboriginal and Torres Strait Islander Peoples Employees*;
- (h) clause 41: *Sick Leave*;
- (i) clause 42: *Parental Leave*;
- (j) clause 43: *Partner Leave*; and
- (k) clause 49: *Leave Without Pay*.

33. RIGHT TO REQUEST FLEXIBLE WORKING ARRANGEMENTS

Eligibility

33.1 A request for flexible working arrangements may be made by:

- (a) an ongoing or fixed term Employee with at least 12 months of Continuous Service; and
- (b) a casual Employee who has been engaged on a regular and systematic basis for at least 12 months immediately prior to making the request and has a reasonable expectation of ongoing employment on a regular and systematic basis.

33.2 An eligible Employee may make a request for flexible working if the Employee:

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

Definitions

33.3 For the purposes of subclause 33.2(f), **immediate family** means:

- (a) a spouse, de facto partner, child, parent, grandparent, grandchild, or sibling of the Employee; or
- (b) a child, parent, grandparent, grandchild, or sibling of a spouse or de facto partner of the Employee.

Examples of flexible working arrangements

33.4 Flexible working arrangements may include, but are not limited to:

- (a) changing from full-time to part-time work (and, where applicable, returning to full-time work subject to the availability of return to full-time work where a replacement Employee has been engaged);
- (b) job sharing;

- (c) changing start and finish times within hours of work regulated by this Agreement;
- (d) decreasing hours of work;
- (e) flexible working hours;
- (f) leave without pay; and
- (g) remote working arrangements.

Process

- 33.5 A request for flexible working arrangements must be made in writing to an Employee's Supervisor setting out the details of the change sought and the reasons for the change.
- 33.6 The Supervisor may decline a request for flexible working arrangements only on reasonable business grounds which include, but are not limited to:
- (a) the requested working arrangements would be too costly for the University;
 - (b) there is no capacity to change the working arrangements of other Employees to accommodate the requested working arrangements;
 - (c) the requested working arrangements would be likely to result in significant loss of efficiency or productivity; or
 - (d) the requested working arrangements would be likely to have a significant negative impact on services.
- 33.7 The Supervisor will genuinely consider a request for flexible working arrangements. Before responding to a request, the Supervisor must discuss the request with the Employee and genuinely try to reach agreement on a change in working arrangements that will reasonably accommodate the Employee's circumstances having regard to:
- (a) the Employee's needs arising from their circumstances;
 - (b) the consequences for the Employee if the requested changes are not made; and
 - (c) any reasonable business grounds for refusing the request.
- 33.8 The Supervisor will respond to a request for flexible working arrangements in writing within 21 days and advise whether the request has been approved or declined.
- 33.9 If the request is declined and the Supervisor has not reached an agreement with the Employee under subclause 33.7, the Supervisor's response to the request must include details of the reasons for the refusal, including the business ground(s) for the refusal and how they apply to the Employee.
- 33.10 If the Supervisor and the Employee could not agree on a change in working arrangements under subclause 33.7, the Supervisor's written response must:
- (a) state whether or not there are any changes in working arrangements the University can offer the Employee so as to better accommodate the Employee's circumstances; and
 - (b) if the University can offer the Employee such changes in working arrangements, set out those changes.

- 33.11 If the Supervisor and the Employee reached an agreement under subclause 33.7 about working arrangements that are different to those initially requested by the Employee, the Supervisor's written response must set out details of those agreed changes.
- 33.12 If the Supervisor declines an application for flexible working arrangements, the Employee may make a further application:
- (a) if the Employee's circumstances change; or
 - (b) after 6 months have elapsed following the initial request being made.
- 33.13 Information regarding the right to request flexible working arrangements will be made available on the University's website.

34. REMOTE WORKING ARRANGEMENTS

- 34.1 This clause does not apply to casual Employees.
- 34.2 A remote working arrangement is an arrangement that allows an Employee to work at a location other than a University campus or premises.
- 34.3 An ongoing or fixed term Employee and their Supervisor may agree to a regular remote working arrangement.
- 34.4 For the avoidance of doubt, all provisions of this Agreement continue to apply to an Employees with an approved remote working arrangement, including provisions relating to hours of work, and career progression.

Applying for a remote working arrangement

- 34.5 Subject to subclause 34.7, the University will make remote working arrangements available to all Employees.
- 34.6 A full-time Employee may apply to work remotely for up to 2 days per week or more in exceptional circumstances. A part-time Employee's entitlement to work remotely will be calculated on a pro rata basis.
- 34.7 An Employee who wishes to apply for a remote working arrangement must make a written application to their Supervisor setting out:
- (a) the nature of the proposed arrangement; and
 - (b) the proposed duration of the arrangement.
- 34.8 A Supervisor must advise the Employee of the outcome of a request for a remote working arrangement in writing within 10 working days and provide reasons if the request is declined. A Supervisor can only decline the request if it is unreasonable and cannot be accommodated because, having regard to the factors specified in subclause 34.9, it would unduly disrupt the work of the unit.
- 34.9 In determining a request for a remote working arrangement, a Supervisor will consider:
- (a) appropriate and effective communication with office-based Employees;
 - (b) the need to ensure adequate interaction with colleagues;

- (c) the nature of the Employee's role and the operational requirements of the work unit including hours of work, scheduling of work, and the possibility of rotation of remote working arrangements within teams;
- (d) privacy and security; and
- (e) health and safety.

34.10 A Supervisor will use their best endeavours to accommodate any reasonable request by an Employee to work remotely on a regular basis. Remote working arrangements will be reviewed every 6 months or at the request of an Employee and amended if required.

Remote work settings

34.11 Where a remote working arrangement has been approved, the University will take reasonable steps to ensure the Employee's remote work setting meets University standards, including work health and safety requirements.

Terminating a remote working arrangement

34.12 An Employee may terminate a remote working arrangement at any time by providing their Supervisor with at least 10 working days' notice in writing.

34.13 A Supervisor may terminate or temporarily adjust a remote working arrangement following consultation with the Employee if:

- (a) the arrangement becomes impractical having regard to the changed requirements of the Employee's role and/or work unit; or
- (b) the Supervisor reasonably considers the arrangement is adversely impacting the Employee's work output.
- (c) Any termination of a remote working arrangement will take effect no sooner than 10 days from the date of termination.

34.14 An Employee whose remote working arrangement has been terminated under subclause 34.13 without their agreement may apply to the Chief People Officer (or their nominee) for a review of the decision. In reviewing the decision, the Chief People Officer (or their nominee) will consider:

- (a) the factors referred to in subclause 34.13; and
- (b) the Employee's individual circumstances with regard to family and/or other carer's responsibilities.

34.15 If an Employee with a remote working arrangement is appointed to a different position within the University, their existing arrangement will cease and the Employee will be entitled to apply for a remote working arrangement in their new position in accordance with this clause.

Further applications

34.16 In addition to any other rights in prescribed by this Agreement, an Employee whose application for a remote working arrangement is declined or terminated may make a further application for such an arrangement where circumstances have changed in relation to the matters referred to in subclause 34.9.

35. FLEXIBLE HOURS OF WORK SCHEME

35.1 This clause does not apply to casual Employees.

General

- 35.2 This clause should be read in conjunction with clause 25: *Hours of Work*.
- 35.3 The Flexible Hours of Work Scheme (**Scheme**) will be made available to all Employees unless a Supervisor can demonstrate that an Employee's participation in the Scheme is impractical for performance of the Employee's core duties. Supervisors and Employees will seek to balance operational and individual needs in determining individual working arrangements.
- 35.4 If an Employee elects to work a standard 35-hour week rather than participate in the Scheme, any subsequent request to join the Scheme will be subject to approval by the Employee's Supervisor.
- 35.5 An Employee whose usual start and finish times are outside bandwidth and core hours will not be disadvantaged by the Scheme.
- 35.6 If an Employee is unable to work successfully within the Scheme, their Supervisor will discuss the issue with the Employee to resolve the matter.

Settlement periods

- 35.7 The Scheme is based on 4-week (140-hour) settlement periods commencing on the Friday following every second payday.

Timesheets

- 35.8 All Employees participating in the Scheme must complete a timesheet covering each settlement period.
- 35.9 Other than in exceptional circumstances, time must be recorded on the day it is worked.

Bandwidth

- 35.10 The bandwidth for hours of work is 7:00am to 6:00pm, Monday to Friday.
- 35.11 Time may be accrued during bandwidth hours.
- 35.12 An Employee who is participating in the Scheme may vary their daily start and finish times within the bandwidth subject to:
- (a) the operational requirements of the Employee's work unit; and
 - (b) their Supervisor's approval, which will not be unreasonably withheld.
- 35.13 Regular work outside the bandwidth must be agreed by an Employee's Supervisor and approved by the head of the Employee's work unit. Any such approvals must be notified to the Chief People Officer (or their nominee).

Core hours

- 35.14 Core hours of work are 9.30am to 3.30pm. An Employee must account for any absences from work during core hours by approved leave, including flex leave.
- 35.15 Regular work outside core hours must be agreed by an Employee's Supervisor and approved by the head of the Employee's work unit. Any such approvals must be notified to the Chief People Officer (or their nominee).
- 35.16 If, due to exceptional circumstances (for example, urgent carer's responsibilities), an Employee is unable to start or finish work within core hours, they should notify their Supervisor as soon as

possible, and any lost time will be debited against the Employee's time credit or debit, or accrued leave entitlements.

Meal break

- 35.17 An Employee must take a meal break of between 30 minutes and 2 hours' duration between 11.30am and 2.30pm, with timing subject to the operational requirements of their work unit. Alternatively, an Employee may elect to take a standard 1-hour meal break.
- 35.18 An Employee must not work more than 5 hours without a meal break.
- 35.19 Substantial extension of an Employee's meal break is subject to the approval of their Supervisor.

Time credit

- 35.20 An Employee may accrue time credit for working more than 7 hours per day, subject to the following:
- (a) gainful work is available;
 - (b) there is an operational requirement for the additional time to be worked;
 - (c) the additional time is approved by the Employee's Supervisor, with approval not to be unreasonably withheld;
 - (d) time credit will not accrue if overtime is paid for the excess time worked; and
 - (e) time credit is accrued on an hourly basis and not at overtime rates.
- 35.21 At the end of a settlement period:
- (a) a maximum of 14 hours' time credit may be carried forward to the next settlement period; and
 - (b) time credit of more than 14 hours will be forfeited unless the Employee has been directed not to take flex-leave due to operational requirements, in which case the excess credit may be carried forward to the next settlement period.
- 35.22 In exceptional circumstances (for example, during a peak work period) and with the approval of the head of the Employee's work unit, an Employee may be directed not to take their accrued flex-leave in a particular settlement period. If this occurs, the Employee:
- (a) may carry up to 2 days' leave forward to the next settlement period; and
 - (b) will agree on a strategy with their Supervisor to reduce their accrued time credit.

Any carry forward under subparagraph (a) is separate to the maximum permitted carry forward referred to in subclause 35.21(a).

Time debit

- 35.23 Any time less than 140 hours worked in a settlement period is a time debit.
- 35.24 At the end of a settlement period, a time debit of less than 14 hours will be carried forward to the next settlement period. If an Employee has a time debit of more than 14 hours at the end of a settlement period, the Employee may apply for annual leave to cover the debit. If the Employee does not apply for annual leave, the debit will be converted to leave without pay.

Flex leave

- 35.25 Flex leave is the taking of accrued time credits by agreement between an Employee and their Supervisor.
- 35.26 Supervisors must ensure that Employees are able to take their flex leave.
- 35.27 Subject to subclause 35.29, in normal circumstances (meaning during the day to day working of the University), an Employee may take up to 14 hours (2 days) of flex leave per settlement period.
- 35.28 If an Employee has been directed not to take flex leave due to organisational needs (such as during peak work periods), the untaken leave will be banked to be taken in the next settlement period or the settlement period(s) subsequent to that, subject to the provisions of subclause 35.29(j).
- 35.29 The following provisions must be adhered to in relation to flex leave:
- (a) to allow for planning and organisational management, an Employee must obtain their Supervisor's advance approval to take flex leave;
 - (b) requests for flex leave will not be unreasonably refused;
 - (c) flex leave is to be taken on an hour-for-hour basis, and does not accrue at overtime rates;
 - (d) the operational requirements of the Employee's work unit must be taken into account when planning flex leave, and an Employee must discuss leave proposals with their Supervisor;
 - (e) an Employee may take flex leave on consecutive days, but more than 2 consecutive days of flex leave can only be taken with the approval of their Supervisor;
 - (f) an Employee cannot expect to always take flex leave on a Friday or Monday. In the interest of ensuring the continued effective operation of the work unit, other days of the week may be agreed;
 - (g) it is not necessary for an Employee to have a credit balance when taking flex leave;
 - (h) an Employee may take flex leave for a full or half day (based on a 7-hour day), however when taking half a day of leave, an Employee must work at least 3½ hours within bandwidth either before or after the leave;
 - (i) an Employee may take half a day of flex leave in conjunction with other forms of accrued leave to cover a full day's absence; and
 - (j) a Supervisor must give an Employee reasonable notice when requesting that flex leave not be taken due to operational requirements. In such circumstances, a maximum of 14 hours' leave will be carried forward and taken in the next settlement period unless prevented by exceptional operational requirements, in which case:
 - (i) the head of the Employee's work unit must make a case to the Chief People Officer (or their nominee) for the Employee to carry the leave forward to the subsequent settlement period; and
 - (ii) if, due to continued operational requirements, the Employee is still unable to take the leave during the subsequent settlement period, the leave will be paid out at ordinary time to the Employee unless alternative arrangements have been made for the Employee to continue to carry the leave forward.

35.30 If an Employee gives notice of resignation or retirement, they must clear all accrued flex leave in consultation with their Supervisor. If the leave cannot be cleared due to operational requirements, it will be paid out to the Employee at ordinary time. Any time debit will be deducted from the Employee's accrued annual leave.

Overtime

35.31 Time worked to accrue flex credits or clear time debits will not attract overtime payments.

35.32 Overtime is not generally applicable for time worked during bandwidth hours unless the University requires an Employee to work over and above their agreed individual working arrangements. Any such requirement must be approved by the head of the Employee's work unit (or their delegate).

Time off in lieu of overtime

35.33 Time off in lieu of overtime only applies if the University grants an Employee time off at overtime rates in lieu of an overtime payment. It does not apply to excess accrued time credit.

Approved leave and Public Holidays

35.34 Standard daily hours (that is, 7 hours) are credited for each day of approved paid leave or Public Holidays.

35.35 An Employee may only claim time credits for a Public Holiday if it falls on a day that is within the Employee's normal work pattern. An Employee's work pattern must not be varied to enable the Employee to gain time credit for Public Holidays.

Changed arrangements

35.36 Where there are changed organisational and operational requirements for the area of work that may affect the hours worked by affected Employees, clause 54: *Organisational Change* will be followed. The University will consider, amongst other things, Employees' family, carer's, and disability needs, and will include these considerations within its decision making.

Shift work

35.37 Employees who work under set 5- or 7-day rosters receive the appropriate shift allowances and may accrue time credit in accordance with the shift roster.

35.38 For those Employees who are required to work designated shifts from time to time, any additional hours accrued on shift days for the purpose of flex leave will not attract a shift penalty.

Monitoring of the Scheme

35.39 The Implementation Committee will monitor the operation of the Scheme.

PART I – LEAVE ENTITLEMENTS

36. ANNUAL LEAVE

36.1 This clause does not apply to casual Employees.

Entitlement

36.2 A full-time Employee is entitled to 20 days of annual leave at their Base Rate of Pay per year of service.

- 36.3 A full-time Employee who is a Shiftworker is entitled to an additional 5 days of annual leave at their Base Rate of Pay per year of service.
- 36.4 Annual leave accrues on a daily basis.
- 36.5 Part-time Employees accrue annual leave on a pro-rata basis.
- 36.6 Annual leave accrues at half the ordinary rate whilst an Employee is on any form of leave on half pay.
- 36.7 Annual leave is in addition to any Public Holiday(s) occurring during the period of leave.
- 36.8 If an Employee who is eligible for sick leave produces a satisfactory medical certificate that they were ill or injured whilst on annual leave, the University will:
- (a) re-credit the Employee with an equivalent period of annual leave; and
 - (b) deduct an equivalent period of sick leave.
- 36.9 If an Employee has accrued annual leave but their employment ends before they take the leave, they will receive payment in lieu based on their Salary at end of their employment, subject to the provisions of clause 31: *Higher Duties*.
- 36.10 If an Employee dies, payment in lieu of the Employee's accrued annual leave entitlement will be made to Employee's personal legal representative, unless paid to the Employee's estate.

Taking annual leave

- 36.11 Annual leave will be taken at times agreed between an Employee and their Supervisor. Supervisors have a responsibility to facilitate leave planning and the ability for Employees to take annual leave.
- 36.12 During each calendar year, a full-time Employee must take at least 15 days of annual leave unless the Employee does not have sufficient leave accrued. The University may defer this requirement on a case-by-case basis provided the Employee takes 30 days of annual leave within 2 years. This requirement is applied on a pro rata basis for part-time Employees.

Direction to take annual leave

- 36.13 If a full-time Employee has accrued more than 40 days of annual leave (or 50 days of annual leave in the case of a Shiftworker):
- (a) the Employee and their Supervisor will, in the first instance, genuinely try to reach agreement about how to reduce or eliminate the excessive leave accrual; and
 - (b) if agreement cannot be reached (including because the Employee refuses to confer with their Supervisor), the University may direct the Employee in writing to take annual leave, subject to the provisions of subclause 36.14.

This requirement is applied on a pro rata basis for part-time Employees.

- 36.14 A direction to take annual leave must not:
- (a) result in the Employee's remaining accrued annual leave balance being less than 30 days when any other paid annual leave arrangements are taken into account;
 - (b) require the Employee to take any period of annual leave of less than 5 days;

- (c) require the Employee to take annual leave less than 8 weeks, or more than 12 months, after the direction is given; and
- (d) be inconsistent with any other agreed leave arrangement agreed between the Employee and their Supervisor.

36.15 If an Employee has been directed to take annual leave under subclause 36.13(b), the Employee's Supervisor will not unreasonably refuse the Employee's application for annual leave on alternative dates, provided these alternative dates are within an 8-week period either side of the dates directed.

36.16 An Employee who has given written notice of their intended date of retirement will not be directed to take annual leave within 12 months of that date.

37. CHRISTMAS AND NEW YEAR SHUTDOWN

37.1 This clause does not apply to casual Employees.

37.2 The University may shut down over the Christmas and New Year period. If this occurs, the University:

- (a) will grant 2 Concessional Days to Employees during the shutdown period;
- (b) will allocate 1 day in lieu of the Bank Holiday in accordance with clause 52: *Public Holidays*; and
- (c) may direct Employees to take up to 4 days of annual leave on working days that fall during the shutdown, other than days that are Public Holidays and/or Concessional Days.

37.3 An Employee may elect to take accrued flex leave, long service leave, or leave without pay instead of annual leave during the shutdown.

37.4 In exceptional circumstances, an Employee who has exhausted their leave entitlements may make an application to the Chief People Officer (or their nominee) for leave in advance to cover mandated leave dates. An application will not be unreasonably refused.

37.5 An Employee who is directed to work on a Concessional Day(s) will be entitled to take the day(s) at another time by agreement with their Supervisor.

38. LONG SERVICE LEAVE

38.1 Casual Employees are entitled to long service leave in accordance with the *Long Service Leave Act 1955* (NSW) as amended or replaced from time to time.

38.2 For the purposes of this clause and subject to subclause 38.10 **continuous service** is service with the University without a break of more than 8 weeks on any one occasion.

Entitlement

38.3 Upon completion of 10 years of continuous service, a full-time Employee is entitled to 3 months' long service leave at the Employee's Base Rate of Pay. Thereafter, a full-time Employee will continue to accrue long service leave as follows:

- (a) for continuous service of between 10 and 15 years' duration: leave will accrue on a pro rata basis at the rate of 1.5 months' leave per 5 years of continuous service; and

- (b) for continuous service of more than 15 years' duration: leave will accrue on a pro rata basis at the rate of 2.5 months' leave per 5 years of continuous service.
- 38.4 Part-time Employees and Employees with a combination of full-time and part-time service accrue long service leave on a pro rata basis.
- 38.5 An Employee may elect to take long service leave at half pay.
- 38.6 If a full-time Employee has completed at least 5 years, but less than 10 years, of continuous service and their employment is terminated by:
- (a) the University for any reason other than for Serious Misconduct;
 - (b) the Employee on account of illness, incapacity, or domestic or other pressing necessity;
 - (c) the Employee's death; or
 - (d) the conclusion of a fixed-term Employee's second or subsequent contract where the Employee seeks to continue the employment;
- they are entitled to a proportionate amount of long service leave at the rate of 3 months of leave at their Base Rate of Pay for 10 years of continuous service (pro rata for part-time Employees).
- 38.7 If an Employee has accrued long service leave but their employment ends before they take the leave, they will receive payment in lieu based on their Salary at the end of their employment.
- 38.8 If an Employee dies, payment in lieu of the Employee's accrued long service leave entitlement will be made to Employee's personal legal representative, unless paid to the Employee's estate.

Recognition of prior long service leave credits

- 38.9 The University will recognise long service leave accruals for prior service with other Australian higher education institutions that recognise transferability of long service leave credits, and any University entity in which the University has more than a 50% controlled interest, provided that:
- (a) the period between cessation of employment with the former employer and commencement of employment with the University is 8 weeks or less, however this period will not count towards length of service;
 - (b) if the Employee has taken long service leave with their former employer, they will not be entitled to long service leave for the period of service for which leave has been taken, however this period of service will be included as qualifying service for determining eligibility for long service leave and the rate of accrual;
 - (c) if the Employee has been paid, or is eligible to be paid, in lieu of long service leave by their former employer, they will not be entitled to long service leave for the period of service for which leave has been paid or is eligible to be paid, however this period of service will be included as qualifying service for determining eligibility for long service leave and the rate of accrual; and
 - (d) an Employee will be required to serve at least 5 years with the University before taking or being paid in lieu of long service leave, except that payment in lieu will be made if an Employee dies, retires, receives an ill health benefit under the provisions of their superannuation fund, accepts redundancy, or is retrenched.

Recognition of prior casual service

38.10 For the purposes of this clause, the University will recognise an ongoing or fixed term Employee's prior casual service with the University if the casual service was:

- (a) performed on a regular and systematic basis;
- (b) for a minimum period of 12 months without a break of more than 16 weeks on any single occasion; and
- (c) immediately in conjunction with the period of ongoing or fixed term employment.

Calculating service for long service leave purposes

38.11 In calculating service to establish long service leave entitlements:

- (a) leave without pay will not count as service, except:
 - (i) leave without pay of up to 6 months will count as service after an Employee has completed 10 or more years of continuous service; but
 - (ii) if the period of leave without pay is for more than 6 months, the whole of the period will not count as service; and
- (b) any period of leave without pay for service in the Australian Defence Force Reserves will count as service.

Taking long service leave

38.12 An Employee who is entitled to long service leave may take all or part of the leave at a time of their choosing by giving the University 6 months' written notice of their intention to do so. The University may agree to a shorter period of notice.

38.13 If an Employee who is eligible for paid sick leave produces a satisfactory medical certificate that they were ill or injured for 1 week or more whilst on long service leave, the University will:

- (a) re-credit the Employee with an equivalent period of long service leave, provided that re-credit will not be granted to an Employee on long service leave immediately prior to retirement, resignation or termination of service; and
- (b) deduct an equivalent amount of sick leave.

Direction to take long service leave

38.14 The University may direct a full-time Employee with more than 4.5 months of accrued long service leave to take up to 3 months of leave at a time convenient to the University, provided that:

- (a) the University must give the Employee at least 12 months' written notice of the date on which the leave must start;
- (b) an Employee cannot be required to take long service leave within 24 months of the Employee's intended date of retirement;
- (c) the minimum period of leave the University can require an Employee to take is 6 weeks;
- (d) the University cannot require an Employee to take any further long service leave for 2 years after taking leave under this subclause; and

- (e) an Employee who has firm plans to take their long service leave at a particular date in the future may apply for deferral of the application of this subclause.

This requirement will be applied to part-time Employees on a pro rata basis.

39. PERSONAL LEAVE

Definitions

39.1 For the purposes of this clause:

- (a) **compassionate grounds** means circumstances in which:
 - (i) a member of the Employee's immediate family:
 - A. contracts or develops a personal illness that poses a serious threat to the immediate family member's life; or
 - B. sustains a personal injury that poses a serious threat to the immediate family member's life; or
 - C. dies;
 - (ii) a child is stillborn, where the child would have been a member of the Employee's immediate family, if the child had been born alive; or
 - (iii) the Employee, or the Employee's current spouse or de facto partner, has a miscarriage before 20 weeks' gestation; and
- (b) **immediate family means:**
 - (i) the Employee's spouse or former spouse; or
 - (ii) the Employee's de facto spouse or former de facto spouse; or
 - (iii) a child or an adult child (including an adopted/foster child, a stepchild, or an ex nuptial child), parent, parent-in-law, grandparent, grandchild, or sibling of the Employee or of the Employee's spouse or de facto spouse; or
 - (iv) a member of the Employee's household.

Entitlement

- 39.2 In recognition of the fact that University staff also have family and cultural commitments outside of work or may require leave on compassionate grounds, an eligible Employee may access personal leave in accordance with this clause.
- 39.3 The University expects Supervisors to be sensitive and flexible in making arrangements for an Employee to attend to personal matters.
- 39.4 Subject to subclause 39.8, a full-time ongoing or fixed term Employee is entitled to up to 6 days of paid personal leave per year of service and may also use their accrued sick leave entitlement if they have exhausted their paid personal leave:
- (a) to meet family, cultural, religious, or special needs in accordance with the NSW Premier's List of Days of Religious Significance for Multicultural NSW; or

- (b) to care for a dependent or a member of their immediate family who requires care or support due to personal illness or injury or an unexpected emergency affecting the family member; or
 - (c) when compassionate grounds arise; or
 - (d) to provide support to a person who is experiencing family and domestic violence, in accordance with subclause 45.11.
- 39.5 Paid personal leave accrues on a daily basis according to an Employee's ordinary hours of work. Unused personal leave does not accrue from year to year.
- 39.6 A part-time Employee accrues paid personal leave on a pro-rata basis.
- 39.7 A casual Employee is entitled to 3 days of unpaid personal leave for each occasion on which compassionate grounds arise.
- 39.8 A full-time ongoing or fixed term Employee who has exhausted their paid personal leave entitlement will be entitled to further paid personal leave of 3 days per occasion on which compassionate grounds arise.

Notice and evidence requirements for personal leave

- 39.9 An Employee must give notice to the University of the Employee's intention to take personal leave. Such notice must:
- (a) be given to the University as soon as practicable, which may be after the leave has commenced; and
 - (b) advise the University of the period, or expected period, of the leave.
- 39.10 An Employee who has given the University notice of their intention to take personal leave must provide the University with evidence that would satisfy a reasonable person that the leave is being taken for the reason(s) specified. This evidence must be provided as soon as practicable and ordinarily within 5 working days of commencing the leave.
- 39.11 Other than in exceptional circumstances, an ongoing or fixed term Employee who fails to provide the required notice and evidence to the University will not be entitled to paid personal leave.

40. CULTURAL AND CEREMONIAL LEAVE FOR ABORIGINAL AND TORRES STRAIT ISLANDER PEOPLES EMPLOYEES

Entitlement

- 40.1 A full-time ongoing or fixed term Employee who has identified themselves to the University as an Aboriginal and Torres Strait Islander Peoples person is entitled to:
- (a) 5 days of paid leave; and
 - (b) 10 days of unpaid leave;
- per year of service to participate in and/or fulfil cultural and/or ceremonial obligations.
- 40.2 Cultural and ceremonial leave will be credited to the Employee upon commencement of their employment and thereafter on each anniversary of the Employee's commencement date. A part-time Employee or fixed term Employee engaged for less than 12 months will be credited such leave on a pro rata basis.

40.3 Unused cultural and ceremonial leave does not accumulate from year to year.

Notice and evidence requirements

40.4 An Employee must give notice to the University of their intention to take cultural and ceremonial leave. Such notice must:

- (a) be given to the University as soon as practicable; and
- (b) advise the University of the period of the leave.

40.5 An Employee who has given the University notice of their intention to take cultural and ceremonial leave must provide evidence to the University that would satisfy a reasonable person that the leave is being taken for the reason specified. The Employee must provide this evidence as soon as practicable, and ordinarily within 5 days of commencing the leave.

Failure to comply with notice and evidence requirements

40.6 An Employee who fails to provide the appropriate notice and evidence to the University will not be eligible for cultural and ceremonial leave on that occasion. In such circumstances, the Employee may use another form of accrued leave or take leave without pay.

41. SICK LEAVE

41.1 With the exception of subclause 41.17(a), this clause does not apply to casual Employees.

Entitlement

41.2 A full-time Employee is entitled to 15 days of paid sick leave per year of service.

41.3 Sick leave accrues on a daily basis according to an Employee's ordinary hours of work. Part-time Employees accrue sick leave on a pro-rata basis.

41.4 Accrued but untaken sick leave will accrue from year to year.

41.5 The University will protect the privacy and maintain confidentiality of information given by an Employee under this clause.

Taking sick leave

41.6 An Employee is entitled to take sick leave if the Employee:

- (a) is unable to work because of personal illness or injury; or
- (b) needs to attend a Medical Appointment during the Employee's ordinary hours of work (including for the purposes of receiving a vaccination); and
- (c) is not receiving workers' compensation benefits in relation to the illness, injury, or attendance.

41.7 If an Employee has exhausted all paid sick leave entitlements, they may use their accrued annual leave or long service leave.

Notice requirements for sick leave

41.8 An Employee must give notice to the University of the Employee's intention to take sick leave. Such notice must:

- (a) be given to the University as soon as practicable, which may be after the leave has started but, where possible, before the Employee's expected commencement time on the day of sick leave; and
- (b) advise the University of the period, or expected period, of the leave.

Evidence requirements - personal illness or injury

41.9 In respect of subclause 41.6(a), an Employee must provide the University with a medical certificate from a Registered Health Practitioner or pharmacist which states they are unfit for work:

- (a) for all periods of sick leave taken in their first 12 weeks of service; and
- (b) when the Employee is absent for more than 3 consecutive working days.

The medical certificate must be provided as soon as practicable and ordinarily within 5 working days of commencing the period of leave.

Evidence requirements - Medical Appointments

41.10 In respect of subclause 41.6(b), an Employee must provide proof of attendance at a Medical Appointment as soon as practicable and ordinarily within 5 working days of attendance at the appointment.

41.11 Evidence of attendance at a Medical Appointment may include:

- (a) a medical certificate;
- (b) a letter from the Registered Health Practitioner with whom the appointment took place;
- (c) a receipt for medical services rendered; or
- (d) where agreed by the University, a document containing the requirement for the Employee to attend a Medical Appointment(s) in the future.

Evidence requirements - absences on more than 5 occasions

41.12 If an Employee is absent in any 12-month period due to:

- (a) illness or injury;
- (b) attendance at a Medical Appointment; or
- (c) a combination of both;

for a total of more than 5 occasions of 1 day or more without providing appropriate evidence, the University may notify the Employee that they must produce appropriate evidence for all such absences for the next 12 months following the notification.

41.13 If the Employee does not:

- (a) comply with the request to provide evidence; or
- (b) nominate an alternative form of paid leave to cover the absence;

the University may notify the Employee that they will be placed on unpaid sick leave.

Unpaid sick leave

- 41.14 If an Employee is unfit to return to work after all paid leave has been exhausted the Employee will be placed on unpaid sick leave unless the University decides to grant additional paid sick leave.
- 41.15 The Employee must provide the University with a medical certificate which states they are unfit for work.
- 41.16 Periods of unpaid sick leave will count as service for all purposes.

Pandemic-related sick leave

- 41.17 In the event of the World Health Organisation declaring a pandemic:
- (a) a casual Employee will be entitled to 4 hours of paid leave to receive a pandemic-related vaccination; and
 - (b) an ongoing or fixed term Employee will be entitled to up to an additional 15 days of paid pandemic-related sick leave if they are unable to work, or attend their normal place of work due to:
 - (i) the infectious disease that is the subject of the declared pandemic; or
 - (ii) a Public Health Order, provided that an Employee will not be entitled to such leave if they are unable to attend their normal place of work due to a refusal, without reasonable grounds, to comply with any Public Health Order requirement to receive any pandemic-related vaccination(s).
- 41.18 If an Employee is fit for work but a Public Health Order prevents them from attending their normal place of work, the Employee's Supervisor will make all reasonable efforts to enable the Employee to work remotely for the duration of the Public Health Order.
- 41.19 If remote work arrangements are not practicable having regard to the Employee's duties and responsibilities, the Employee will be entitled to use their pandemic-related sick leave and accrued sick leave to the extent of the allocations available under this clause until the accrual is exhausted or the Public Health Order is lifted, whichever occurs first.

Notice requirements for pandemic-related sick leave where Employee is unable to work

- 41.20 An Employee who is unable to work due to a pandemic-related illness must give notice to the University of the Employee's intention to take pandemic-related sick leave. Such notice must:
- (a) be given to the University as soon as practicable, which may be after the leave has started, but where possible, before the Employee's expected commencement time on the day of the pandemic-related sick leave; and
 - (b) advise the University of the period, or expected period, of the leave.

Evidence requirements for pandemic-related sick leave

- 41.21 An Employee who takes any period of pandemic-related sick leave must provide the University with evidence that would satisfy a reasonable person that the leave is being taken for the reason specified. Such evidence may include, but is not limited to, a medical certificate from a Registered Health Practitioner or pharmacist confirming the Employee is unfit for work due to a pandemic-related illness, or correspondence from New South Wales Health confirming the Employee has contracted a pandemic-related illness.

41.22 The evidence referred to in subclause 41.21 must be provided as soon as practicable and ordinarily within 5 working days of commencing the period of leave.

42. PARENTAL LEAVE

42.1 Parental leave consists of:

- (a) an Employee’s pregnancy and the subsequent birth of their child (**birth-related leave**);
- (b) the placement of a child with an Employee for adoption (**adoption-related leave**) if the child:
 - (i) is, or will be, under the age of 16 years as at the date or expected date of placement;
 - (ii) has not, or will not have, lived continuously with the Employee for a period of 26 weeks or more as at the date or expected date of placement; and
 - (iii) is not otherwise (other than because of the adoption) a child of the Employee or the Employee’s spouse or de facto partner; or
- (c) the long-term placement of a foster child with an Employee (**foster placement-related leave**).

42.2 Partner leave entitlements relating to the birth or adoption of a child are contained in clause 43: *Partner Leave*.

Entitlement

42.3 An Employee (including a casual Employee) is entitled to up to 52 weeks of unpaid parental leave if they are, or will be, the primary carer of the child during the period of leave.

42.4 An Employee who is entitled to parental leave may also apply for:

- (a) additional unpaid parental leave up to a total period of 104 weeks, which the University will not unreasonably refuse. Such leave may be taken separate periods during the total period of leave; and/or
- (b) other forms of accrued leave.

42.5 Subject to subclauses 42.26 and 42.27, an ongoing or fixed-term full-time Employee who has or will have completed at least 52 weeks of Continuous Service immediately prior to commencing parental leave will be paid as follows:

Birth-related leave	Adoption-related leave	Foster placement-related leave
20 weeks (700 hours) at the Employee’s Base Rate of Pay at the date of commencing leave (pro rata for part-time Employees)	20 weeks (700 hours) at the Employee’s Base Rate of Pay at the date of commencing leave (pro rata for part-time Employees)	<p>If the child is younger than 5 years of age: 6 weeks (210 hours) at the Employee’s Base Rate of Pay at the date of commencing leave (pro rata for part-time Employees)</p> <p>If the child is aged 5 years or more: 3 weeks (105 hours) at the Employee’s Base Rate of Pay</p>

Birth-related leave	Adoption-related leave	Foster placement-related leave
		at the date of commencing leave (pro rata for part-time Employees)

If an ongoing Employee or a fixed term Employee on a contract with a term of at least 1 year who has or will have completed less than 52 weeks of Continuous Service immediately prior to commencing parental leave, they will be entitled to paid leave on a pro-rata basis.

- 42.6 An Employee who is eligible for paid parental leave may elect to take the leave at half pay for up to 40 weeks.
- 42.7 An Employee who takes paid parental leave may elect to receive payment in lieu of the leave as a lump sum at the commencement of the leave.
- 42.8 If the contract of a fixed term Employee on paid parental leave expires before the Employee has taken all the leave, the Employee will receive payment in lieu of the balance of their paid parental leave as a lump sum. This will not extend the term of the Employee's fixed term contract.
- 42.9 Any Public Holidays occurring during a period of paid parental leave will be paid in addition to the paid parental leave.

Transfer to a safe job

- 42.10 A pregnant Employee may request a transfer to a safe job during the Employee's pregnancy in accordance with the Act.

Applying for parental leave

- 42.11 An Employee may commence parental leave at any time from 12 weeks prior to the expected date of birth or placement of the child, but no later than the date of birth or placement of the child.
- 42.12 The University may require a pregnant Employee to commence parental leave within 6 weeks before the expected date of birth in accordance with the Act if the Employee does not provide medical evidence stating the Employee is fit for work during this period. If the University imposes this requirement, the Employee may elect to take an alternative form of accrued leave, or sick leave without pay, up to the day before the date of birth of the Employee's child.
- 42.13 An Employee should apply for parental leave at least 4 weeks in advance. Any change to approved parental leave requires at least 4 weeks' written notice.
- 42.14 An Employee's entitlement to parental leave will not be affected if the Employee is unable to provide the required period of notice due to circumstances beyond the Employee's control.
- 42.15 An application for parental leave must be accompanied by evidence indicating the expected date of birth, adoption, or placement.

Returning to work after parental leave

- 42.16 An ongoing Employee who returns to work after parental leave is entitled to return to the position they held immediately before they went on leave, subject to the following:
- (a) if the Employee was transferred, at the Employee's request, to a different position, location or reduced hours because of the Employee's pregnancy, the Employee is entitled to return to the Employee's original position, location and/or original hours; and

- (b) if the Employee's position was discontinued or significantly changed while the Employee was on parental leave, the Employee will be entitled to return to a position at the same level on the same campus. If such a position is not available, the Employee will be entitled to the provisions of clause 55: *Redeployment and Redundancy*.

42.17 A fixed term Employee whose entire period of parental leave falls within the term of their contract is entitled to return to the position they held immediately before they proceeded on leave for the residual period of their contract.

42.18 A breastfeeding Employee returning to work after parental leave will be entitled to paid lactation breaks. The University will provide an Employee who is a breastfeeding parent with access to suitable nursing facilities.

42.19 The University will not deny future casual engagements to a casual Employee because they are pregnant or have been absent on parental leave.

Phased return to work

42.20 An Employee who takes paid parental leave will be entitled to a phased return to work if they return to work:

- (a) full-time, or on the same part-time arrangement as immediately prior to taking leave; and
- (b) within 52 weeks of commencing the leave.

42.21 Pursuant to phased return arrangements, a full-time Employee may be absent on pay for up to 1 day per week (or 20% of their ordinary hours) in the 40 weeks following their return to work (pro rata for a part-time Employee).

42.22 Before the Employee returns to work, the Employee and their Supervisor will agree on phased return arrangements that recognise the needs of the Employee and the work area.

Working reduced hours

42.23 An Employee who returns to work after parental leave may work reduced hours for up to 2 years from the date of commencement of the leave. The Employee may also apply for an additional defined period of reduced hours, which the University will not unreasonably refuse.

Periods of parental and partner leave for Employee couples

42.24 Where both parents are Employees of the University, the maximum total period of any form of parental and partner leave that may be accessed by the Employees is 104 weeks.

42.25 Any period of parental or partner leave taken by an Employee parent will be taken into account in assessing the other parent Employee's application for parental or partner leave.

Payment for subsequent periods of parental leave

42.26 An eligible Employee will be entitled to payment for a subsequent period of parental leave at the Employee's full-time Base Rate of Pay only if the Employee has been engaged on a full-time basis for at least 12 weeks immediately prior to commencing the subsequent period of leave. Phased return arrangements will not affect this entitlement.

42.27 If an eligible Employee is not entitled to payment for a subsequent period of parental leave at their full-time Base Rate of Pay in accordance with subclause 42.26, the rate of pay at which the subsequent period of leave is provided will be based on the average rate of pay received by the Employee in the 52 weeks immediately prior to commencing the subsequent period of leave.

Accrual of entitlements whilst on parental leave

- 42.28 Paid parental leave will count as service for all purposes, including incremental progression and accrual of paid leave entitlements.
- 42.29 If an Employee has completed less than 10 years of Continuous Service at the date of commencing unpaid parental leave, the period of unpaid leave:
- (a) will count as service for the purposes of incremental progression; and
 - (b) will not count as service for the accrual of paid leave entitlements.
- 42.30 If an Employee has completed at least 10 years of Continuous Service at the date of commencing unpaid parental leave, the period of unpaid leave:
- (a) will count as service for all purposes if it is for a period of 26 weeks or less; and
 - (b) will not count as service if it is for a period of more than 26 weeks, other than for the purposes of incremental progression.
- 42.31 Periods of unpaid parental leave do not break an Employee's continuity of service.

Superannuation contributions during unpaid parental leave

- 42.32 An ongoing or fixed term Employee will be entitled to employer superannuation contributions during a period of unpaid parental leave in accordance with clause 18: *Superannuation*.

43. PARTNER LEAVE

- 43.1 This clause should be read in conjunction with subclauses 42.24 and 42.25.
- 43.2 Partner leave is leave taken by an Employee in connection with their spouse or de facto partner's pregnancy, or the birth or adoption of their child as described in subclause 42.1 (a) or (b).
- 43.3 A casual Employee, or an ongoing or fixed term Employee who is not eligible for paid partner leave in accordance with this clause, is entitled to unpaid partner leave in accordance with the Act.
- 43.4 Paid partner leave comprises:
- (a) non-primary carer partner leave; and
 - (b) primary carer partner leave.

- 43.5 An Employee may only take one form of partner leave in respect of the birth or adoption of a child.

Eligibility for paid partner leave

- 43.6 Paid partner leave is available to an ongoing or fixed term Employee who:
- (a) is not eligible for parental leave in accordance with clause 42: *Parental Leave*; and
 - (b) has completed, or will have completed, at least 52 weeks of Continuous Service as at the date or expected date of birth or adoption of the child.

Non-primary carer partner leave

- 43.7 Non-primary carer partner leave is available in circumstances where the Employee will not be the primary carer of the child during the period of the leave.
- 43.8 Non-primary carer partner leave may be taken at the same time as any leave taken by the primary carer of the child.

Entitlement

- 43.9 An eligible Employee is entitled to a total of 8 weeks of non-primary carer partner leave paid at their Base Rate of Pay, to be taken as follows:
- (a) 2 weeks' leave taken at the time of birth or adoption of the child; and
 - (b) 6 weeks' leave taken in one block at any time within 52 weeks of the birth or adoption of the child.

Primary carer partner leave

- 43.10 Primary carer partner leave is available in circumstances where the Employee will be the primary carer of the child during the period of the leave.
- 43.11 Other than the leave referred to in subclause 43.12(a), primary carer partner leave may not be taken at the same time as any leave taken by the Employee's spouse or de facto partner.
- 43.12 An Employee will be considered as being the primary carer of the child if, during the period of the leave, the Employee's spouse or de facto partner is:
- (a) working on an ongoing, fixed term, casual, or contract basis and not on any form of paid or unpaid leave in relation to the child;
 - (b) enrolled with an officially recognised education provider and studying on a full-time basis; or
 - (c) otherwise unable to be the primary carer of the child.

Entitlement

- 43.13 An eligible Employee is entitled to a total of 20 weeks of primary carer partner leave paid at their Base Rate of Pay, to be taken as follows:
- (a) 2 weeks' leave taken at the time of birth or adoption of the child; and
 - (b) 18 weeks' leave taken in one block at any time within 52 weeks of the birth or adoption of the child, including immediately after any leave taken in accordance with subclause 43.13(a)

Applying for partner leave

- 43.14 An Employee should apply for partner leave at least 4 weeks in advance. Any change to approved partner leave requires at least 4 weeks' written notice.

43.15 An Employee's entitlement to partner leave will not be affected if the Employee is unable to provide the required period of notice due to circumstances beyond the Employee's control.

43.16 An application for partner leave must be accompanied by evidence indicating the expected date of birth or adoption. If an Employee is applying for primary carer partner leave, their application must also be accompanied by a statutory declaration from the Employee that they will be the primary carer of the child during the period of the leave.

Returning to work after a period of partner leave

43.17 Following a period of partner leave, an Employee may apply to return to work on reduced hours for a defined period by giving 4 weeks' written notice.

44. MISCARRIAGE, STILLBIRTH, OR DEATH OF CHILD

Definitions

44.1 For the purposes of this clause:

- (a) **de facto partner** means the Employee's current or former de facto partner;
- (b) **miscarriage** or **miscarries** means the cessation of pregnancy by way of miscarriage up to 20 weeks' gestation;
- (c) **spouse** means the Employee's current or former spouse; and
- (d) a child is **stillborn** if the child:
 - (i) weighs at least 400 grams at delivery, or reached a period of gestation of at least 20 weeks; and
 - (ii) has not breathed since delivery; and
 - (iii) has not had a heartbeat since delivery.

Miscarriage leave

44.2 An ongoing or fixed term Employee is entitled to 5 days of paid miscarriage leave on each occasion that the Employee or their spouse or de facto partner miscarries. An Employee may also use their accrued sick leave or personal leave (as appropriate) if a longer period of leave is required.

44.3 A casual Employee is entitled to be absent from work without pay for 5 days on each occasion that the Employee or their spouse or de facto partner miscarries.

44.4 An Employee will be eligible for miscarriage leave from the first working day following the miscarriage and must take the leave in one continuous block.

44.5 An Employee must give the University notice of the Employee's intention to take miscarriage leave as soon as reasonably practicable, which may be after the leave has commenced. Such notice must advise:

- (a) the period of leave being sought; and
- (b) the Employee's anticipated date of return to work.

- 44.6 The University may require an Employee to provide medical evidence in support of an application for miscarriage leave.

Stillbirth or death of child

- 44.7 An Employee who is entitled to parental leave and whose child is stillborn or dies shortly after birth remains entitled to parental leave in accordance with clause 42: *Parental Leave*, subject to the provision of a medical certificate. If the Employee's child is stillborn before the expected date of birth, the Employee's entitlement to parental leave will be calculated based on the child's expected date of birth.

- 44.8 An Employee who is entitled to parental leave and whose child is stillborn or dies during the 24-month period starting on the child's date of birth may:

- (a) before the period of leave starts, give the University written notice cancelling the Employee's parental leave; or
- (b) if the period of parental leave has started, give the University at least 4 weeks' written notice that the Employee wishes to return to work on a specified day.

45. FAMILY AND DOMESTIC VIOLENCE LEAVE

- 45.1 The University will take steps to ensure information concerning any applications for leave or support made in accordance with this clause is treated confidentially, as far as it is reasonably practicable to do so. This does not, however, prevent the University from disclosing information provided by an Employee if the disclosure is required by Australian law or is necessary to protect the life, health, or safety of the Employee or another person.

- 45.2 The University will not take performance or disciplinary action against an Employee if the Employee's attendance and/or work performance is adversely affected by family and domestic violence.

Definitions and examples

- 45.3 For the purposes of this clause:

- (a) **family and domestic violence** means violent, threatening, or other abusive behaviour by a close relative or an immediate family member of an Employee that:
 - (i) seeks to coerce or control the Employee; and/or
 - (ii) causes the Employee or an immediate family member harm or to be fearful for their safety, or the safety of a member of their immediate family;
- (b) a **close relative** of an Employee is a person who is:
 - (i) a member of the Employee's immediate family; or
 - (ii) related to the Employee according to Aboriginal or Torres Strait Islander kinship rules;
- (c) **immediate family** means:
 - (i) the Employee's spouse or former spouse; or
 - (ii) the Employee's de facto spouse or former de facto spouse; or
 - (iii) the Employee's current or former intimate partner; or

- (iv) a child or an adult child (including an adopted/foster child, a stepchild or an ex nuptial child), parent, parent-in-law, grandparent, grandchild, or sibling of the Employee or of the Employee's spouse; or
- (v) a member of the Employee's household.

45.4 Examples of behaviour that may constitute family and domestic violence include, but are not limited to, one or more of the following:

- (a) physical or sexual assault, or other sexually abusive behaviour; or
- (b) stalking; or
- (c) coercive control; or
- (d) repeated derogatory taunts; or
- (e) intentionally damaging or destroying property, or threatening to do so; or
- (f) intentionally causing death or injury to an animal, or threatening to do so; or
- (g) unreasonably denying financial autonomy the Employee would otherwise have had; or
- (h) unreasonably withholding financial support when the Employee is entirely or predominantly dependent on the person for financial support; or
- (i) preventing the Employee from making or keeping connections with their family, friends, or culture; or
- (j) unlawfully depriving the Employee, or any member of the Employee's family, of their liberty.

Paid family and domestic violence leave

45.5 An Employee who is experiencing family and domestic violence is entitled to 20 days of paid domestic and family violence per year leave for the purpose(s) of:

- (a) attending legal proceedings, counselling, and/or appointments with a health or legal practitioner; and/or
- (b) making relocation or other safety arrangements; and/or
- (c) other activities associated with the experience of family and domestic violence.

This entitlement is available in full at the start of each 12-month period of an Employee's employment but does not accumulate from year to year.

45.6 An Employee may also apply for additional paid family and domestic violence leave.

45.7 Applications for paid domestic and family violence leave under subclauses 45.5 and 45.6 may be made to the Office of People on a confidential basis (including directly to the Chief People Officer). Any such requests will be determined by the Chief People Officer.

Additional support

45.8 The University is committed to providing support to Employees who are experiencing family and domestic violence. The types of support that may be provided will be determined on a case-by-case basis, but may include:

- (a) access to flexible working arrangements; and/or
- (b) counselling via the University's Employee Assistance Program; and/or
- (c) additional paid family and domestic and family violence leave in accordance with subclause 45.6.

Notice and evidentiary requirements

- 45.9 An Employee will give the University notice of their request to take family and domestic violence leave as soon as reasonably practicable.
- 45.10 If required by the University, an Employee must provide evidence that would satisfy a reasonable person that the leave is for the purpose(s) set out in subclause 45.5. Such evidence may include a document issued by the police service, a court, a doctor or health practitioner (including a medical certificate), district nurse, maternal and child health care nurse, a family violence support service, a lawyer, or a statutory declaration.

Employee providing support to another person

- 45.11 An Employee who is supporting a person experiencing family and domestic violence, and who requires time off work for that purpose, may apply for leave without pay, personal leave under clause 39: *Personal Leave*, or witness leave under clause 46: *Jury Service and Witnesses*, as appropriate.

46. JURY SERVICE AND WITNESSES

- 46.1 This clause does not apply to casual Employees.

Jury service

- 46.2 If an Employee is required to attend jury service during their ordinary hours of work, they must:
- (a) notify the University as soon as possible of when they are required; and
 - (b) provide the University with proof of their attendance.
- 46.3 Subject to compliance with subclause 46.2:
- (a) the University will continue to pay the Employee's Salary whilst the Employee is attending jury service; however
 - (b) the Employee will be required to refund to the University any other payment they receive for attending jury service, other than any payments for meals, accommodation, and/or travelling.

Witnesses

- 46.4 If an Employee is called to give evidence as a witness during their ordinary hours of work, they must notify the University as soon as possible of their required absence from work.
- 46.5 Subject to compliance with subclause 46.4:
- (a) the University will continue to pay the Employee's Salary whilst the Employee is attending as a witness; however
 - (b) the Employee will be required to refund to the University any other payment they receive for attending, other than any payments for meals, accommodation, and/or travelling.

46.6 An Employee who is required to give evidence as a witness on behalf of the University, or in proceedings relating to the University, will be regarded as being on duty and will not receive witness fees.

47. AUSTRALIAN DEFENCE FORCE RESERVES TRAINING LEAVE

47.1 This clause does not apply to casual Employees.

47.2 Employees who serve in the Australian Defence Force Reserves will be granted leave in each calendar year as follows:

- (a) up to 16 days on full pay for annual training;
- (b) up to 16 days on full pay for attendance at a school, class, or course of instruction; and
- (c) up to 4 additional days, if the Commanding Officer of a unit of the Reserves in which an Employee serves certifies in writing that it is necessary for the Employee to attend obligatory training.

47.3 If an Employee requires additional leave for Defence Force Reserves purposes, the Employee may elect to take annual leave, long service leave, or leave without pay.

48. EMERGENCY SERVICES CALLOUT LEAVE

48.1 An Employee who is a member of a voluntary Emergency Services organisation that is an accredited organisation as defined by the *State Emergency and Rescue Management Act 1989 (NSW)* (as amended or replaced from time to time) to assist in firefighting or other forms of emergency assistance may be granted paid leave during an emergency declared by authority of the *State Emergency Service Act 1989 (NSW)* (as amended or replaced from time to time).

48.2 Reasonable paid leave may also be granted to undertake training required by the accredited organisation.

48.3 To be eligible for paid leave under this clause, an Employee must provide their Supervisor with evidence they were required to attend relevant training or an emergency situation.

48.4 Where practicable, an Employee should inform their Supervisor as soon as possible of their absence from work due to being called to attend an emergency under *the State Emergency Service Act 1989 (NSW)* (as amended or replaced from time to time).

49. LEAVE WITHOUT PAY

49.1 This clause does not apply to casual Employees.

49.2 An Employee who has completed at least 18 months of Continuous Service may apply for leave without pay. The University may waive this qualifying period in cases of pressing personal or domestic hardship.

49.3 The University will not unreasonably withhold its consent when considering an application for leave without pay.

49.4 The maximum period of leave without pay that may be approved is 12 months. The University may extend this for a further period of up to 12 months in special circumstances.

49.5 The granting of any extended leave without pay will be dependent on prior satisfactory service.

49.6 Leave without pay may not be granted if it will unduly disrupt the operations of the Employee's work unit.

- 49.7 An Employee may apply for leave without pay for any purpose that is not specifically prohibited by this clause.
- 49.8 Subject to subclause 49.9, an Employee must not use leave without pay to explore employment opportunities outside the University and will be expected to return to work at the end of their leave.
- 49.9 An Employee may apply for leave without pay to undertake a position (whether as an employee or a volunteer) with an external organisation for a period of up to 12 months if:
- (a) the Employee has received an offer from the external organisation;
 - (b) the position represents a professional development opportunity for the Employee; and
 - (c) the position is related to the Employee's role at the University.

If an Employee takes leave without pay for this reason, the period of leave will not break the Employee's Continuous Service provided that the Employee returns to their employment with the University for a period of at least 12 months following conclusion of the leave.

- 49.10 An Employee must notify the University of any change in the circumstances for which leave without pay was granted, in which case the University may require the Employee to return to work by providing 4 weeks' written notice. The Employee will not, however, have an automatic right to return to work prior to the end of the agreed period of leave.
- 49.11 Subject to subclause 49.9, except for leave without pay for service with the Australian Defence Force Reserves:
- (a) leave without pay of more than 5 days does not count as service in calculating the length of an incremental period; and
 - (b) leave without pay of more than 5 days in any period of 12 months does not count as service for annual leave or sick leave entitlements.

50. SUPPORT FOR ORGAN DONORS

- 50.1 An Employee must notify their Supervisor as soon as possible of their intention to donate a kidney or partial liver and provide supporting medical documentation from their medical practitioner.
- 50.2 Where a medical practitioner confirms that the Employee is able to proceed with the donation surgery, the University will:
- (a) regard the Employee as being on authorised absence from duty during the period required to undergo and recover from surgery, for a period of up to 6 weeks; and
 - (b) make payments to the Employee equal to the difference between any payments received by the University from the Federal Government (under the Federal Government's Living Organ Donor Scheme) and the Employee's Base Salary, for a period of up to 6 weeks.

51. GENDER AFFIRMATION LEAVE

- 51.1 This clause does not apply to casual Employees.

Entitlement

- 51.2 A full-time Employee is entitled to up to 20 days of paid gender affirmation leave per annum for the purposes of taking steps to affirm their gender. The gender affirmation process may include:

- (a) social affirmation (for example, changing the Employee's pronouns and/or name);
- (b) medical affirmation (for example, surgery and/or hormone therapy, attendance at medical and/or counselling appointments, and rest and recovery from medical procedures); and/or
- (c) legal affirmation (for example, legally changing the Employee's name and/or gender marker on personal identification documents such as the Employee's passport, birth certificate, driver licence, and banking documentation).

51.3 A part-time Employee is entitled to paid gender affirmation leave on a pro rata basis.

51.4 Unused gender affirmation leave does not accrue from year to year.

51.5 The University will protect the privacy and maintain confidentiality of information given by an Employee under this clause.

Taking gender affirmation leave

51.6 An Employee may take gender affirmation leave in one block or in lesser periods as required.

51.7 If an Employee has exhausted their paid gender affirmation leave entitlement and they require additional leave to complete social or legal affirmation processes, they may use their accrued annual or long service leave, or a period of leave without pay as agreed with their Supervisor.

51.8 If an Employee has exhausted their paid gender affirmation leave entitlement and they require additional leave to complete medical affirmation, they may take paid sick leave or sick leave without pay in accordance with clause 41: *Sick Leave* to the extent of the entitlement available at the time the leave is required.

51.9 Periods of paid gender affirmation leave will count as service for all purposes.

Notice and evidence requirements for gender affirmation leave

51.10 An Employee must give notice to the University of the Employee's intention to take gender affirmation leave as soon as practicable. Such notice must:

- (a) advise the University of the period of leave proposed to be taken; and
- (b) be accompanied by evidence that would satisfy a reasonable person that the leave is being taken for gender affirmation purposes. Such evidence may include a medical certificate or letter from the Employee's Registered Health Practitioner or statutory declaration by the Employee.

51.11 Any application for leave without pay or sick leave without pay pursuant to subclauses 51.8 or 51.9 must also be accompanied by the evidence referred to in subclause 51.11 (b).

52. PUBLIC HOLIDAYS

52.1 This clause does not apply to casual Employees.

52.2 Employees are entitled to the following paid Public Holidays:

New Year's Day	Australia Day
Good Friday	Easter Saturday

Easter Sunday	Easter Monday
Anzac Day	Queen's Birthday (or equivalent)
Labour Day	Christmas Day
Boxing Day	A day between Christmas Day and New Year's Day in lieu of the Bank Holiday
Any other holidays declared or prescribed by, or under, a law of a State or Territory in which this Agreement operates.	

- 52.3 If a Public Holiday occurs on an Employee's rostered day off and the Employee does not work on that day, they will be entitled to an additional day's leave to be taken at a time agreed with their Supervisor. Alternatively, the University may pay the Employee an additional day's pay at their Base Rate of Pay.

PART J – MANAGING CHANGE

53. JOB SECURITY

- 53.1 Job security is important for the University to function effectively and achieve its strategic goals.
- 53.2 The University recognises the value of attracting, developing, and retaining high quality staff on merit, and on an ongoing basis. It is not the University's intention to use casual employment to fill positions that could otherwise reasonably be filled on an ongoing or fixed term basis.
- 53.3 Over the nominal term of this Agreement, the University will seek to:
- (a) minimise retrenchments where possible; and
 - (b) not increase casual employment at the expense of ongoing employment.

54. ORGANISATIONAL CHANGE

- 54.1 During the nominal term of this Agreement and subject to any exceptional circumstances that may arise (including substantial adverse changes in Government funding or major negative economic disruption), an Employee will not be subject to more than one-organisational change process that may result in the termination of their employment on the ground of redundancy. This limitation will not apply to any form of voluntary separation, including calls for expressions of interest in voluntary redundancy.

Definitions

- 54.2 For the purposes of this clause:
- (a) **consultation** means:
 - (i) the sharing of relevant information, including the nature of the proposed change and its impact on directly affected Employees, with directly affected Employees, the Unions, and any appointed Representatives;
 - (ii) directly affected Employees, the Unions and any appointed Representatives being given the opportunity to express their views and contribute in a timely fashion; and

- (iii) the views of directly affected Employees, the Unions and any appointed Representatives being valued and taken into account by the University;
- (b) Employees are **directly affected** if proposed organisational change is likely to have a significant impact on their work practices, working conditions, job security, and/or employment prospects;
- (c) **minor change** is organisational change that does not fall within the definition of significant organisational change;
- (d) **outsourcing** means replacing or replicating the work specifically and directly performed by an Employee at the time outsourcing is proposed with a contract for service or work by an organisation (including a controlled entity) or someone who is not an Employee; and
- (e) **significant organisational change** may include the following outcomes:
 - (i) termination of employment (including redundancy);
 - (ii) changes to the composition or size of the workforce;
 - (iii) closure of a University work unit(s);
 - (iv) introduction of significant technological change;
 - (v) changes to course or unit offerings which change the staffing profile required to teach and/or support the delivery of the course or unit or will significantly impact upon the workload of Employees;
 - (vi) significant changes to work practices, core duties and times and/or hours of operation of directly affected Employees' work units;
 - (vii) relocating directly affected Employees to another campus; and/or
 - (viii) a significant reduction in employment or significant adverse impact on employment opportunities (including redeployment).

Representation

- 54.3 A directly affected Employee may choose to seek the advice, representation and support of their Union during consultation, or appoint a Representative to assist them for the purposes of this clause.

Consultation on proposed organisational change

- 54.4 Effective organisational change requires genuine consultation. To achieve this, the University will consult with all Employees who may be directly affected by proposed significant organisational change, including Employees on leave or secondment.
- 54.5 The process of academic planning, including decisions on the academic offerings of the University, do not require consultation under this clause, unless a decision made as part of academic planning leads to a proposal for significant organisational change.

Minor change

- 54.6 Minor change will be addressed at the local level through discussion with directly affected Employees and, if appropriate, the work unit.
- 54.7 In cases of proposed minor change, the formal change process will not apply if:
- (a) all directly affected Employees in the relevant work unit have been involved in discussion and consideration of the change; and
 - (b) all of those Employees agree with the proposed minor change.
- 54.8 If directly affected Employees advise the University, either directly or through their Union or appointed Representative that they do not agree with the proposed minor change, the formal change process will apply.

Discussions before a change proposal is developed

- 54.9 The University will discuss with directly affected Employees issues that might lead to change before developing a change proposal. Such discussions may include the preparation of an issues paper, which would be made available to directly affected Employees of the work unit prior to the development and release of a formal change proposal.

Outsourcing

- 54.10 A proposal for outsourcing will not be justified primarily on the basis that an outside service provider has lower rates of pay than the University.
- 54.11 If outsourcing is proposed, the University will make an issues paper available to directly affected Employees prior to the release of a formal change proposal that includes the provision of evidence to support the case for outsourcing.
- 54.12 The University will also report to the Implementation Committee about any outsourcing proposal and will forward any organisational change proposal involving outsourcing to the Implementation Committee at the time the proposal is released to Employees.

Developing a change proposal

- 54.13 The University will develop a written change proposal covering the following issues if significant organisational change is proposed:
- (a) type and nature of the proposed change;
 - (b) reason(s) for the proposed change, including any financial reason(s);
 - (c) current staffing profile and/or current location;
 - (d) proposed staffing profile and location changes;
 - (e) impact on Employees and their work in the affected work unit, including:
 - (i) any increases to workloads; and
 - (ii) proposals to mitigate the effect of any increases to workloads, including the redistribution of any remaining work from a position(s) proposed to be disestablished;
 - (f) suggestions for mitigating any negative consequences for directly affected Employees;

- (g) evidence to support any case for outsourcing;
- (h) any impact on Employees in another work unit;
- (i) any health and safety implications;
- (j) any equity implications;
- (k) financial impact;
- (l) a proposed implementation plan, including indicative timeframes and any transitional arrangements; and
- (m) details of the post-restructure review to be conducted under subclause 54.35, or where the University has determined that such a review would not be appropriate, the reasons for that determination.

The consultation process

- 54.14 A change proposal will be sent to all directly affected Employees, the Unions and any appointed Representatives, including any Employees on leave or secondment, allowing at least 10 working days for feedback.
- 54.15 As soon as practicable after the release of a change proposal, the University will consult with all directly affected Employees, the Unions, and any appointed Representatives. Where practicable, consultation will take the form of face-to-face meetings.
- 54.16 During the consultation process, an Employee whose position is proposed to be discontinued may:
- (a) suggest measures to mitigate any negative consequences for the Employee if the change proposal is approved for implementation; or
 - (b) make a direct submission to the Employment Executive Member about the proposed discontinuation of their position. The Employment Executive Member will consider the Employee's submission and advise the Employee of their determination within 7 days.
- 54.17 Following consultation and taking into account feedback from directly affected Employees, the Unions, and any appointed Representatives, the University will finalise the change proposal.
- 54.18 Where any work remaining from a disestablished position(s) cannot be accommodated within the available workload(s) of remaining ongoing and fixed term Employees, the position(s) will not be disestablished.

Distribution of final change plan

- 54.19 The University will distribute the approved final change plan, together with a Management Response document, to all directly affected Employees, the Unions, and any appointed Representatives before implementing the plan.
- 54.20 The final change plan will also:
- (a) include responses to all concerns and/or issues raised by Employees, the Unions, and any appointed Representatives; and
 - (b) confirm the manner in which any work remaining from a disestablished position(s) will be redistributed, provided that any such work must be accommodated within the

ordinary hours of remaining ongoing and fixed term Employees without the need for continuing overtime or time in lieu.

Implementation of final change plan

- 54.21 The University will consult with directly affected Employees, the Unions, and any appointed Representatives about the process of implementing the change plan, including any measures that could be taken to mitigate any negative consequences for directly affected Employees.
- 54.22 The University will use retrenchments as a last resort. When a retrenchment occurs, the University will make available career transition services to an agreed service level upon request by an affected ongoing Employee.

Relocation

- 54.23 If organisational change results in an ongoing or fixed term Employee being relocated to a different campus and this would result in an unreasonable increase in the Employee's travel time or costs, or unreasonably impact on the Employee's family or carer's responsibilities, the University will, if practicable, consider the following relocation options:
- (a) voluntary swap with another Employee in a similar position at a different location;
 - (b) flexible work practices, such as working at the new location for an agreed number of days per week;
 - (c) working in the new location for a trial period;
 - (d) working remotely for a trial period;
 - (e) a combination of working in the new location and remotely for a trial period; or
 - (f) any other options suggested by the Employee, their Union or Representative, and the University.
- 54.24 Relocation options, other than a voluntary position swap, will be reviewed after 12 weeks and either confirmed or, if the option proves unworkable or the relocation remains unreasonable for the Employee, the Employee will then become displaced and clause 55: *Redeployment and Redundancy* will apply.

Restructuring

- 54.25 If a work unit is restructured, and:
- (a) there are the same or fewer directly affected ongoing Employees as there are substantially the same positions in the new structure; and
 - (b) a position that is substantially the same as that previously held by a directly affected Employee exists in the new structure;

that Employee will be entitled to continue their employment with the University in that position.

- 54.26 If a work unit is restructured and there are more directly affected ongoing Employees than there are substantially the same positions in the new structure, the University may call for expressions of interest in voluntary redundancy from directly affected ongoing Employees.
- 54.27 Within 20 working days of receiving an expression of interest in voluntary redundancy from an Employee, the University will advise the Employee in writing as to whether the Employee will be

offered voluntary redundancy. If redundancy is offered to an Employee, then the redundancy provisions prescribed by clause 55: *Redeployment and Redundancy* will apply.

54.28 If after calling for expressions of interest in voluntary redundancy, there remain more directly affected ongoing Employees than there are substantially the same positions in the new structure, the University will place the remaining affected Employees into the positions using a merit-based selection process.

54.29 A directly affected ongoing Employee who is not placed in the new structure will become an eligible Employee.

54.30 The University may place an eligible Employee in a new or vacant position in the new structure if:

- (a) the position is suitable; and
- (b) the eligible Employee agrees to the placement, such agreement will not be unreasonably withheld.

54.31 A suitable position is one for which the eligible Employee possesses the necessary essential skills, qualifications and/or experience, or is likely to attain them following a reasonable period of retraining, and which is equivalent in Salary to the eligible Employee's previous position. The process of placement will be supported by a centrally administered capability assessment process.

54.32 If an eligible Employee agrees, the University may place them in a new or vacant position within the new structure at a lower level, in which case the Employee's Salary will be maintained for all purposes at the level of their previous position as follows:

- (a) for 24 months, if the Employee agrees to be placed 1 level lower; or
- (b) for 12 months, if the Employee agrees to be placed more than 1 level lower;

after which it will be reduced to the maximum Salary step of the new or vacant position.

54.33 If there are 2 or more eligible Employees being considered for placement in a suitable new or vacant position in the new structure, placement will be determined using a merit-based selection process.

54.34 An eligible Employee who is not placed will become a displaced employee and clause 55: *Redeployment and Redundancy* will apply.

Post-restructure review

54.35 Within 12 months of the final change plan being released, the University will conduct a review of the implemented change as against the rationale and expected outcomes detailed in the change plan, including any persistent increase to workloads that affected Employees believe is a result of the change. As part of the-review, the University will:

- (a) provide Employees in the relevant work unit (whether directly affected by the implemented change or otherwise), the Unions, and any appointed Representatives with an opportunity to comment on any persistent increase to workloads that affected Employees believe is a result of the change, including any increase resulting from the redistribution of work previously undertaken by a disestablished position(s);
- (b) assess whether, as a result of the change, the work of a disestablished position(s) has been accommodated within the available workloads of remaining ongoing and fixed term Employees; and

- (c) where work remaining from a disestablished position(s) has not been successfully accommodated within the available workloads of remaining ongoing and fixed term Employees, the University will outline a proposal to remedy work intensification, including the creation of new position(s).

54.36 The University will:

- (a) provide a copy of the draft post-restructure review report to directly affected Employees, the Unions, and any appointed Representatives for their comment; and
- (b) incorporate any feedback received from directly affected Employees, the Unions, and any appointed Representatives into the final report.

55. REDEPLOYMENT AND REDUNDANCY

55.1 This clause does not apply to casual or fixed term Employees.

Displaced Employees

55.2 Organisational change may result in an ongoing Employee being displaced because the University no longer requires the Employee's job to be performed by anyone due to its permanent abolition, or permanent abolition of University operations (such as the discontinuation of a teaching program or closure of a campus), in which case the procedures set out in this clause will apply.

55.3 The University will:

- (a) advise an Employee in writing if they are displaced;
- (b) identify the grounds on which the University determined the Employee's job is no longer required to be performed by anyone;
- (c) discuss with a displaced Employee their options regarding redeployment or redundancy; and
- (d) pro-actively case manage and consult with the displaced Employee.

55.4 The University will provide displaced Employees with calculations of their estimated redundancy entitlements including taxation, and annual and long service leave entitlements.

Support for displaced Employees

55.5 The University will provide the following support to displaced Employees:

- (a) professional assistance in applying for positions, interview techniques and career planning;
- (b) professional counselling; and/or
- (c) job search and career transition management services, which may include relevant and specifically targeted short-term training programs.

Consideration period

55.6 The University will give a displaced Employee 10 working days to:

- (a) elect in writing to be considered for redeployment; or
- (b) express an interest in voluntary redundancy.

- 55.7 If a displaced Employee does not make an election within the required timeframe, and there are no positions into which the Employee could be redeployed, the University will immediately commence the redeployment period in relation to the Employee in accordance with subclause 55.11.
- 55.8 If an Employee is on secondment at the time their substantive position is discontinued, and:
- (a) the secondment has more than 26 weeks remaining, the Employee will be required to make an election under subclause 55.7 at that time. The Employee may elect:
 - (i) redundancy, which will then take effect in accordance with subclause 55.23; or
 - (ii) redeployment, in which case the redeployment period will commence from the date of election in accordance with subclause 55.11; or
 - (b) the secondment has less than 26 weeks remaining, the requirement to make an election under subclause 55.7 will be deferred until the conclusion of the secondment (excluding any extensions).

Redeployment

- 55.9 The University acknowledges that redeployment assists the University to retain the skills, knowledge, and experience of Employees whose employment with the University might otherwise cease on the ground of redundancy.
- 55.10 If a displaced Employee elects redeployment, their election must include a curriculum vitae to assist in the redeployment process.
- 55.11 A displaced Employee who has elected to be considered for redeployment will be entitled to the following redeployment period, provided that the University may agree to a longer or shorter redeployment period if requested by the Employee:

	Category of Employee	Redeployment period
(a)	level 6 and below	20 weeks
(b)	an Employee at level 7 and above displaced through a decision by the University to outsource the Employee's work, and who: <ul style="list-style-type: none"> (i) is aged 45 years or over; or (ii) has more than 15 years of Continuous Service with the University 	16 weeks (may elect to be paid in lieu of 4 weeks)
(c)	all other Employees	12 weeks

- 55.12 During the redeployment period, a displaced Employee:
- (a) may continue to work in their own work unit, and/or work temporarily in another work unit, and/or undertake training; and
 - (b) will be given reasonable paid time off work to attend job interviews or undertake other job search activities.

55.13 The redeployment process will be proactively managed by the relevant Change Manager in conjunction with the Senior HR Partner responsible for the displaced Employee's work unit (redeployment team).

55.14 If a displaced Employee elects redeployment:

- (a) the redeployment team will proactively identify suitable vacant positions for redeployment based on the Employee's skills, qualifications, experience, and any reasonable retraining that may be provided to the Employee to enable them to perform the duties of a vacant position;
- (b) the Employee must agree to undertake any reasonable retraining that may be required by the University to enable the Employee to be redeployed to a suitable vacant position;
- (c) the University will keep a register of displaced Employees and the redeployment team will examine all vacant positions before advertising to determine whether there is a displaced Employee suitable for redeployment. A position will only be advertised (either internally or externally) if, in the opinion of the redeployment team, there is no displaced Employee who could be redeployed into the position, including with reasonable retraining; and
- (d) if a suitable vacant position is available, the Employee will be offered appointment to the position, provided that if more than one displaced Employee is being considered for a position, the redeployment team will:
 - (i) decide which Employee best meets the position requirements based on their skills, qualifications, and experience; and
 - (ii) provide the unsuccessful Employee(s) with written reasons as to why they were not offered appointment to the position.

55.15 A displaced Employee seeking redeployment may also seek retraining to enable them to be redeployed to a specified vacant position within the University.

55.16 The University is committed to providing reasonable time and resources for retraining.

Offers of redeployment

55.17 A displaced Employee who elects redeployment must not refuse a reasonable offer of redeployment or training, however this does not mean the Employee will be required to accept redeployment to a position at a lower salary level or at reduced hours.

55.18 If a displaced Employee accepts redeployment to a position at a lower level, the Employee's Salary will be maintained for all purposes at the level of their previous position as follows:

- (a) for 24 months, if the Employee accepts redeployment to a position that is 1 level lower than their previous position;
- (b) for 12 months, if the Employee accepts redeployment to a position that is more than 1 level lower than their previous position;

after which it will be reduced to the maximum Salary step of the position into which the Employee has accepted redeployment.

55.19 If the University is unable to redeploy a displaced Employee within the redeployment period, the Employee's position will be made redundant, and they will be entitled to the payment prescribed by subclause 55.22.

Calculating Continuous Service

55.20 For the purposes of calculating an Employee’s redundancy or retrenchment entitlements under this clause, where an Employee has a combination of full-time and part-time service, the Employee’s part-time service will be converted to the full-time equivalent and payment made at the Employee’s full-time Base Rate of Pay.

Redundancy

55.21 If a displaced Employee elects redundancy, they should seek independent advice on taxation and superannuation.

55.22 A displaced Employee who elects redundancy will be entitled to:

- (a) a notice payment equal to 20 weeks at the Employee’s Base Rate of Pay; and
- (b) payment equal to 3 weeks at the Employee’s Base Rate of Pay for each completed year of Continuous Service, up to a maximum of 60 weeks; or
- (c) where the Employee is displaced as a result of outsourcing, payment equal to 4 weeks at the Employee’s Base Rate of Pay for each completed year of Continuous Service, up to a maximum of 60 weeks.

55.23 A displaced Employee who elects redundancy will cease to be employed 10 working days after advising the University of their election, or at another date agreed between the Employee and the University.

Retrenchment

55.24 A displaced Employee who has elected redeployment will not be retrenched if there is a body of work being performed by a casual Employee(s) that could be reallocated to the displaced Employee as an ongoing full-time or part-time workload, provided that the displaced Employee:

- (a) must be suitably qualified and have the capacity to perform the work; and/or
- (b) could be retrained within a reasonable period of time to perform the work.

55.25 If at the end of the redeployment period a displaced Employee is not redeployed, the Employee will be retrenched and entitled to the following payment:

	Category of Employee	Payment
(a)	level 6 and below	<ul style="list-style-type: none"> • 20 weeks, minus up to 12 weeks’ redeployment period at the Employee’s Base Rate of Pay; and • payment equal to 3 weeks at the Employee’s Base Rate of Pay for each completed year of Continuous Service, up to a maximum of 60 weeks;

	Category of Employee	Payment
(b)	<p>an Employee at level 7 and above displaced through a decision by the University to outsource the Employee's work, and who:</p> <p>(i) is aged 45 years or over; or (ii) has more than 15 years of Continuous Service with the University</p>	<ul style="list-style-type: none"> • 20 weeks, minus the length of the redeployment period at the Employee's Base Rate of Pay; and • payment equal to 3 weeks at the Employee's Base Rate of Pay for each completed year of Continuous Service, up to a maximum of 60 weeks;
(c)	all other Employees	<ul style="list-style-type: none"> • 20 weeks, minus the length of the redeployment period at the Employee's Base Rate of Pay; and • payment equal to 3 weeks at the Employee's Base Rate of Pay for each completed year of Continuous Service, up to a maximum of 60 weeks.

Funding for retraining, redeployment, and redundancies

55.26 Retraining, redeployment, redundancy, and retrenchment will be funded from a central University fund or provisioning provided for by the relevant Division, work unit, or Centre budget.

PART K - ILL HEALTH OR INJURY

56. MANAGING ILL HEALTH OR INJURY

Application

56.1 This clause does not apply to:

- (a) casual Employees;
- (b) an Employee who is receiving an ill-health retirement or temporary disability benefit from their superannuation fund;
- (c) an Employee who is receiving workers compensation benefits, unless the Employee has been assessed by the University's workers compensation insurer as being permanently unfit to return to work at the University in any capacity; or
- (d) an Employee who is on paid sick leave.

56.2 The University is committed to retaining its Employees and will make reasonable adjustments to accommodate an Employee's illness or injury to assist them to perform the inherent requirements of their role. Where reasonable adjustments cannot be made, or are not successful, the University may act upon the process in this clause.

56.3 This clause does not prevent an Employee from applying to their superannuation fund for ill-health retirement or a temporary disability benefit. If an Employee makes such an application and it is supported by the University, the process prescribed by this clause will be placed on hold pending the outcome of the application.

- 56.4 An Employee who is required to undergo the process prescribed by this clause may be placed on sick leave or elect to use some other form of accrued leave pending conclusion of the process.
- 56.5 This clause does not prevent the University from taking any action it considers necessary to meet its obligations under applicable work health and safety legislation.
- 56.6 The University will maintain confidentiality regarding the process prescribed by this clause.

Medical examination

- 56.7 Subject to subclause 56.2, the University may require an Employee to undergo a medical examination by an independent medical practitioner or specialist nominated by the University, and at the University's expense, if the Chief People Officer (or their nominee) reasonably considers that:
- (a) the Employee's ability to perform or resume their duties is in doubt because of the Employee's illness or injury, and it is unclear whether the Employee will be able to perform or resume those duties within a reasonable period of time; or
 - (b) the health, safety, or welfare of the Employee and/or other Employees and/or students may be at risk of being adversely affected by the Employee's illness or injury.
- 56.8 The University will provide the Employee with at least 2 weeks' written notice of the requirement to undergo a medical examination, unless there is concern regarding imminent harm to the Employee or others, in which case the Employee will be required to attend the examination as soon as reasonably practicable. The Employee may also agree to a shorter notice period.
- 56.9 The University will provide the Employee with a copy of the referral document sent to the medical practitioner or specialist. The Employee may also provide medical information to the practitioner or specialist prior to the medical examination.

Medical Report

- 56.10 Following the medical examination, the medical practitioner or specialist will provide a written report to the University (**Medical Report**) advising:
- (a) whether the Employee is able to perform their duties, or is likely to be able to resume the duties within 12 months; and
 - (b) if applicable, whether the Employee requires or will require any adjustments to perform or resume their duties, and the nature of any such adjustments; and/or
 - (c) if applicable, whether the Employee presents a risk of the health, safety, or welfare of the Employee and/or other Employees and/or students and, if so, whether the risk is likely to persist for more than 12 months.
- 56.11 The University will provide a copy of the Medical Report to the Employee.
- 56.12 If the Medical Report provides that the Employee:
- (a) is fit to perform their duties, or will be fit to resume the duties within 12 months; and/or
 - (b) does not present a risk to the health, safety, or welfare of the Employee and/or other Employees and/or students, or will no longer present such a risk within 12 months;

the University will use the report, together with any medical report from the Employee's treating specialist, as the basis on which to plan and manage the Employee's return to work, including any reasonable adjustments that may be made.

56.13 If the Medical Report provides that the Employee:

- (a) is not fit to perform the Employee's duties, and is unlikely to be fit to resume the duties within 12 months; or
- (b) presents a risk to the health, safety, or welfare of the Employee and/or other Employees and/or students, and is likely to do so for a period of more than 12 months;

the University may notify the Employee that it intends to terminate their employment. If the Employee is so advised, they will have 5 working days to request a second medical examination by an alternative medical practitioner or specialist.

56.14 If the Employee:

- (a) elects to not attend a second medical examination; or
- (b) fails to make an election within the required timeframe;

the University will terminate their employment upon expiration of the 5 working-day period, in which case the Employee will receive payment in lieu of the notice period contained in the Employee's contract of employment or payment in lieu of 6 months' notice, whichever is greater.

Second medical examination

56.15 If the Employee elects to attend a second medical examination, the University will provide the Employee with the names of 2 independent medical practitioners or specialists from which to choose. The University will bear the cost of the examination and provide the Employee with at least 1 weeks' written notice to attend the examination.

56.16 The University will:

- (a) request the medical practitioner or specialist to advise on the matters referred to in subclause 56.10; and
- (b) provide the medical practitioner or specialist with a copy of the Medical Report prior to the second medical examination being carried out. The Employee may also provide medical information to the practitioner or specialist prior to the second medical examination.

Second Medical Report

56.17 The University will require the medical practitioner or specialist who carries out the second medical examination to provide a written report to the University regarding the Employee's fitness for work (**Second Medical Report**).

56.18 The University will provide a copy of the Second Medical Report to the Employee.

56.19 If the Second Medical Report:

- (a) does not confirm the findings of the Medical Report; or
- (b) provides that the Employee is fit to perform or resume the Employee's duties, or is likely to be able to perform or resume their duties within 12 months of the second medical examination; or
- (c) provides that the Employee does not present a risk to the health, safety or welfare of the Employee and/or other Employees and/or students, or will no longer present such a risk within 12 months of the second medical examination;

the University will refer to the Second Medical Report together with any medical report from the Employee's treating specialist as the basis on which to plan and manage the Employee's return to work.

56.20 If the Second Medical Report:

- (a) confirms the findings of the Medical Report; or
- (b) provides that the Employee (whether on the grounds identified in the Medical Report or otherwise):
 - (i) is not fit to perform or resume the Employee's duties and is unlikely to be able to perform or resume their duties 12 months of the second medical examination; or
 - (ii) presents a risk to the health, safety or welfare of the Employee and/or other Employees and/or students and is likely to do so for a period of 12 months or more;

the University may provide the Employee with written notice of termination of the Employee's employment effective immediately, in which case the Employee will receive payment in lieu of the notice period contained in the Employee's contract of employment or payment in lieu of 6 months' notice, whichever is greater.

Refusal or failure to attend medical examination

56.21 If an Employee refuses or fails without reasonable cause to attend a medical examination under this clause, the Employee will be given 5 working days to show cause as to why their employment should not be terminated.

56.22 If the Employee fails to show reasonable cause, the University may terminate their employment effective immediately with payment in lieu of 4 weeks' notice (which will be increased to 5 weeks if, at the time notice of termination is given, the Employee is aged over 45 years and has completed 2 years of Continuous Service).

56.23 An Employee's refusal or failure to attend a medical examination under this clause will not constitute Misconduct or Serious Misconduct.

Option to resign

56.24 The University may provide the Employee with an option to resign prior to effecting termination of employment under this clause. Any resignation must take effect within 4 weeks of the University giving notice of termination.

PART L – PERFORMANCE MANAGEMENT

57. UNSATISFACTORY PERFORMANCE

Application

57.1 This clause does not apply to:

- (a) casual Employees; or
- (b) Employees serving a probationary period.

57.2 This clause will apply to any unsatisfactory performance process that is initiated on or after the date of commencement of this Agreement. If an Employee is subject to an unsatisfactory

performance process under clause 51 of the *Western Sydney University Professional Staff Agreement 2017* at the date of commencement of this Agreement, that process will continue to apply.

General

- 57.3 Unsatisfactory performance occurs when an Employee has, over a reasonable period of time, failed to meet the standard of performance expected for the Employee's position having regard to the Employee's level and duties, and any mitigating factors.
- 57.4 If a matter involving unsatisfactory performance has been dealt with under clause 58: *Misconduct or Serious Misconduct*, this clause will not apply.
- 57.5 An Employee may choose to be accompanied by a support person or Representative, including an official of the Union, at any stage of a process prescribed by this clause.
- 57.6 A Supervisor must keep a written record of all meetings held with an Employee regarding the Employee's unsatisfactory performance.
- 57.7 Disciplinary action should be used as a last resort.

Counselling and guidance

- 57.8 If an Employee's Supervisor has concerns about the Employee's performance, the Supervisor will meet with the Employee to discuss:
- (a) the Supervisor's concerns regarding the Employee's performance;
 - (b) the nature of the improvement required (this may include directing the Employee to undertake appropriate training);
 - (c) the time within which reasonable improvement is expected; and
 - (d) the Employee's response, if any, to the Supervisor's concerns (including any mitigating factors).
- 57.9 When holding counselling and guidance discussions under subclause 57.8, the Supervisor must:
- (a) advise the Employee that the discussions are being held under this clause;
 - (b) provide the Employee with a copy of this clause and explain the consequences of continued unsatisfactory performance; and
 - (c) keep a written record of any discussions and provide a copy to the Employee.

Performance Improvement Plan

- 57.10 If the Employee's performance remains unsatisfactory after counselling and guidance, the Employee's Supervisor may put formal measures in place to assist the Employee to improve their performance.
- 57.11 The Supervisor and the Employee will agree upon a written Performance Improvement Plan (PIP), which sets out:
- (a) details of previous discussions between the Supervisor and the Employee regarding the Employee's unsatisfactory performance;
 - (b) the nature of the Employee's unsatisfactory performance;

- (c) the specific areas that require improvement;
- (d) the specific performance standard that is expected and how improvement will be measured;
- (e) any support to be provided to assist the Employee to reach the specific performance standard;
- (f) the length of the review period, which will provide a reasonable opportunity for the specific performance standard to be met;
- (g) the dates on which the Employee and the Supervisor will meet to discuss the PIP; and
- (h) the consequences of continued unsatisfactory performance.

57.12 If the Employee disagrees with the content of the PIP, they may request that the head of the Employee's work unit determine whether the specific performance standard expected is reasonable. If there is a conflict of interest, the matter may be referred to the Chief People Officer (or their nominee).

57.13 If the Employee refuses to participate in the PIP process, the Supervisor may issue a lawful and reasonable direction to the Employee to participate in the process.

Review of Performance Improvement Plan

57.14 If, after the review period identified in the PIP, the Supervisor is of the view that:

- (a) the Employee's performance has satisfactorily improved, the Supervisor will advise the Employee in writing and the process will conclude; or
- (b) the Employee has exhibited a reasonable level of improvement towards reaching the specific performance standards identified in the PIP, the Supervisor may extend the review period by a maximum of 8 weeks; or
- (c) the Employee has not reached the specific performance standards identified in the PIP, the Supervisor will refer the matter to the nominated Employment Executive Member.

Referral to Employment Executive Member

57.15 If the Supervisor makes a referral under subclause 57.14(c), they must provide a written report to the Employment Executive Member setting out the reasons for the referral, including all documentation relating to the Employee's unsatisfactory performance.

57.16 Following a review of the matter, the Employment Executive Member may:

- (a) refer the matter back to the Supervisor to take action to remedy any procedural deficiency identified by the Employment Executive Member;
- (b) extend the review period identified in the PIP, in which case the matter will be referred back to the Employee's Supervisor;
- (c) determine that disciplinary action should be imposed, which may include, but is not limited to, demotion or the removal of duties and/or responsibilities for which the Employee is paid an allowance;
- (d) determine that no further action should be taken, in which case the process will conclude; or

- (e) determine that a recommendation should be made to the Vice-Chancellor and President that the Employee's employment be terminated for unsatisfactory performance.

57.17 If the Employment Executive Member determines that a recommendation under subclause 57.16(d) should be made, the Member will:

- (a) notify the Employee accordingly in writing; and
- (b) advise the Employee that they may request a review of the unsatisfactory performance process by an Unsatisfactory Performance Review Committee (**Review Committee**).

57.18 If the Employee:

- (a) does not request that the matter be referred to a Review Committee, the Employment Executive Member will proceed with making the recommendation to the Vice-Chancellor and President under subclause 57.17(d); or
- (b) requests that the matter be referred to a Review Committee, the Employment Executive Member will refer the matter accordingly.

Determination by Vice-Chancellor and President where no referral to Review Committee

57.19 If the Employment Executive Member proceeds with referring their recommendation to the Vice-Chancellor and President in accordance with subclause 57.18(a), the Vice-Chancellor and President may determine that:

- (a) an alternative form of disciplinary action should be imposed. This may include, but is not limited to, the removal of duties and/or responsibilities for which the Employee is paid an allowance, or demotion; or
- (b) the Employee's employment be terminated for unsatisfactory performance, in which case the Employee will be give 5 working days to show cause as to why termination should not occur.

57.20 The Vice-Chancellor and President will consider the Employee's response (if any) to the show cause letter and either:

- (a) impose disciplinary action; or
- (b) terminate the Employee's employment for unsatisfactory performance by providing the notice in accordance with subclause 57.26.

Unsatisfactory Performance Review Committee

57.21 If a matter is referred to a Review Committee in accordance with subclause 57.18(b) the Committee will, where possible, be convened within 15 working days and comprise:

- (a) an Employee nominated by the University;
- (b) an Employee nominated by the staff representatives on the Implementation Committee, selected from a pool of trained Employees created via an expression of interest process conducted by the Implementation Committee; and
- (c) an independent Chair selected by the Vice-Chancellor and President from a pool agreed between the University and the Unions. Chairs will have relevant experience and be independent.

57.22 The Review Committee will provide a written report to the Vice-Chancellor and President regarding whether the unsatisfactory performance process has been followed (**Committee Report**).

57.23 The Review Committee will:

- (a) allow the Employee and the University the opportunity to be assisted by their respective Representatives;
- (b) provide the Employee with an opportunity to be interviewed;
- (c) interview any person to establish whether the unsatisfactory performance process has been followed;
- (d) conduct all interviews in the Employee's presence or, where requested, the presence of the Employee's Representative and the University's Representative;
- (e) conduct its proceedings as expeditiously and confidentially as possible, consistent with the need for fairness;
- (f) provide the Employee or their Representative, and the University or its Representative, the right to ask questions of interviewees and make submissions; and
- (g) keep a record of its proceedings.

57.24 The Review Committee will issue the Committee Report as soon as possible following conclusion of its proceedings, and the Employee will be given 5 working days to respond to the report.

57.25 The Committee Report and the Employee's response (if any) will then be provided to the Vice-Chancellor and President for consideration, following which the Vice-Chancellor and President may:

- (a) take no further action, in which case the Employee will be advised accordingly in writing and the advice may, with the Employee's agreement, be published in an appropriate manner; or
- (b) take action to remedy any procedural deficiency identified in the Committee Report; or
- (c) formally terminate the Employee's employment for unsatisfactory performance.

Notice of termination of employment

57.26 If the Employee's employment is terminated for unsatisfactory performance, the Employee will receive the following notice of termination or payment in lieu:

Period of continuous service	Period of notice
1 year or less	1 week
More than 1 year and up to 3 years	2 weeks
More than 3 years and up to 5 years	3 weeks
More than 5 years	4 weeks

or such greater notice as is prescribed by the Employee's contract of employment. An Employee who is over 45 years of age and has completed at least 2 years of Continuous Service at the time notice is given will receive an additional 1 weeks' notice or payment in lieu.

PART M – DISCIPLINARY PROCEDURES

58. MISCONDUCT OR SERIOUS MISCONDUCT

Application

58.1 This clause does not apply to:

- (a) casual Employees; or
- (b) Employees serving a probationary period.

58.2 This clause will apply to any misconduct or serious misconduct process that is initiated on or after the date of commencement of this Agreement. If an Employee is subject to a misconduct or serious misconduct process under clause 52 of the *Western Sydney University Professional Staff Agreement 2017* at the date of commencement of this Agreement, that process will continue to apply.

Definitions

58.3 For the purposes of this clause:

- (a) **Disciplinary Action** includes one or more of the following:
 - (i) formal counselling;
 - (ii) staff development (including training);
 - (iii) written warnings;
 - (iv) withholding an increment for up to one year;
 - (v) demotion by one or more classification levels or increments; and/or
 - (vi) termination of employment (in cases of Serious Misconduct only);
- (b) **Misconduct** means wilful or deliberate and improper conduct that is not Serious Misconduct, but is nevertheless conduct that is:
 - (i) dereliction of the duties required of the Employee's position;
 - (ii) conduct that causes an impediment to the carrying out of an Employee's duties or to other Employees carrying out their duties;
 - (iii) a breach of the Employee's contract of employment which does not warrant the termination of the Employee's employment; or
 - (iv) a breach of the University's policy which does not warrant the termination of the Employee's employment;
- (c) **Serious Misconduct** includes:
 - (i) wilful or deliberate behaviour by an Employee that is inconsistent with the continuation of the contract of employment;
 - (ii) conduct that causes serious and imminent risk to:

- A. the health or safety of a person, where the conduct represents a wilful, deliberate or reckless disregard of such health and safety; or
 - B. the reputation, viability, or profitability of the University, other than conduct that is in accordance with clause 70: *Intellectual Freedom*;
- (iii) an Employee, in the course of their employment with the University, engaging in:
- A. theft;
 - B. fraud;
 - C. assault; or
 - D. sexual harassment;
- (iv) the Employee being intoxicated at work;¹ or
- (v) refusing to carry out a lawful and reasonable instruction that is consistent with an Employee's contract of employment.

General

- 58.4 Any matter involving alleged Misconduct or Serious Misconduct must be reported to the Chief People Officer (or their nominee) as soon as practicable.
- 58.5 If a matter that could be dealt with under this clause has in good faith been addressed under clause 57: *Unsatisfactory Performance*, this clause will not apply.
- 58.6 An Employee may choose to be accompanied by a support person or Representative, including an official of the relevant Union, at any stage of the process prescribed by this clause.
- 58.7 If a person is required to deal with a matter under this clause on behalf of the University but a potential conflict of interest (whether identified by an Employee or otherwise) exists, the University will nominate an alternate person to deal with the matter.
- 58.8 The making of a frivolous, vexatious, or bad faith complaint or allegation (which may include fabricating the complaint or allegation) will be dealt with under the procedures prescribed by this clause.

Records

- 58.9 All documents relevant to the process conducted under this clause should be kept including, but not limited, to meeting notes.

Suspension in cases of alleged Serious Misconduct

- 58.10 In cases of alleged Serious Misconduct, an Employee may be suspended at any stage of a process conducted under this clause:
- (a) with pay if there is a possibility of a risk to: the health and safety of a person; the security, reputation, viability, or profitability of the University's business; or of interference with evidence relevant to the investigation; or

¹ An Employee is taken to be intoxicated if the Employee's faculties are, by reason of the Employee being under the influence of intoxicating liquor or a drug (except a drug administered by, or taken in accordance with the directions of, a person lawfully authorised to administer the drug), so impaired that the Employee is unfit to be entrusted with the Employee's duties or with any duty that the Employee may be called upon to perform.

- (b) without pay if the alleged Serious Misconduct is such that it would be unreasonable to allow the Employee to continue in paid employment during the process.

58.11 In cases of suspension without pay:

- (a) if the suspension occurs whilst the Employee is on paid leave, the Employee will continue to be paid for the duration of the leave;
- (b) the Employee can engage in paid employment external to the University, or utilise accrued annual or long service leave entitlements for the duration of the suspension;
- (c) the University will do everything practically possible to expedite the procedures prescribed by this clause; and
- (d) the Employee will be reimbursed any lost income if the allegations are not sustained.

58.12 During any period of suspension, the Employee will be excluded from University premises except for reasonable access to prepare their case and/or collect personal property.

Informal resolution

58.13 If appropriate, the head of the Employee's work unit (or their nominee) will first attempt to informally resolve matters that give rise to the operation of this clause through discussion, guidance, counselling, and/or staff development.

58.14 Any attempt at informal resolution, whether successful or not, will be documented in writing.

58.15 If informal resolution is:

- (a) successful: the matter will conclude;
- (b) unsuccessful or not appropriate: the matter will be referred for formal investigation and the Vice-Chancellor and President will nominate an Employment Executive Member.

Formal investigation

58.16 Subject to subclause 58.17, the formal investigation will normally be carried out by an external investigator appointed from a pool agreed between the University and the Unions.

58.17 Where available evidentiary material consists solely or primarily of records held by the University, the University may appoint an internal investigator from a pool agreed with the Unions to carry out the formal investigation. The University will, in consultation with the Unions through the Implementation Committee, develop written guidelines to assist with determining whether an investigation should be carried out internally or externally having regard to the circumstances of the case.

58.18 The University will advise the Employee of its decision to conduct a formal investigation, whether the investigation will be conducted by an internal or external investigator, and of clause 66: *Employee Representation*, unless the University determines that exceptional circumstances exist, and it is not appropriate for the Employee to be aware of and involved in the investigation.

58.19 Subject to subclause 58.18, the University will provide the Employee with a copy of the investigator's brief.

58.20 As part of the formal investigation:

- (a) the Employee will be given an opportunity to be interviewed and challenge any evidence;

- (b) the Employee will also be given an opportunity to nominate persons relevant to the investigation, together with their contact details and a brief summary of the evidence that they may provide;
- (c) the investigator will make all reasonable attempts to interview persons nominated by the Employee; and
- (d) the investigator may interview any person and review any documents or other material that may be of relevance.

58.21 The investigator will decide the appropriate process for the investigation and will conduct the investigation as expeditiously and confidentially as possible.

58.22 At the conclusion of the formal investigation, the investigator will provide the University with a written report (Investigation Report) setting out:

- (a) the investigator's findings of fact about the alleged conduct;
- (b) whether any breaches of policy, procedure have occurred; and
- (c) any mitigating circumstances.

58.23 The Employment Executive Member will consider the Investigation Report and determine whether:

- (a) no further action is warranted, in which case the matter will conclude, and the Employee will be advised accordingly; or
- (b) further action is warranted, in which case the matter will progress under this clause.

Allegations

58.24 If the Employment Executive Member determines that further action is warranted, the University will notify the Employee of the allegations against them in writing and in sufficient detail to enable the Employee to understand and respond to the allegations.

58.25 The Employee will be provided with the parts of the Investigation Report on which the University has relied in making the allegations. The University may also redact any material it considers should be omitted from the Investigation Report if exceptional circumstances exist.

58.26 The Employee will be given 10 working days (or longer period as agreed) to respond to the allegations.

58.27 When responding to the allegations, the Employee can request that the matter be referred to a Misconduct Committee.

Misconduct Committee

Composition

58.28 A Misconduct Committee will, where possible, be convened within 10 working days and comprise:

- (a) an Employee nominated by the University;
- (b) an Employee nominated by the staff representatives on the Implementation Committee, selected from a pool of trained Employees created via an expression of interest process conducted by the Implementation Committee; and

- (c) an independent Chair selected by the Vice-Chancellor and President from a pool agreed between the University and the Union.

Role

58.29 The Misconduct Committee will provide a written report (Committee Report) to the University regarding any matters the Committee considers should be taken into account in determining the matter. The Misconduct Committee will consider:

- (a) the Investigation Report;
- (b) the allegations;
- (c) the Employee’s response to the allegations;
- (d) any additional submissions or material provided by the Employee regarding the allegations;
- (e) any mitigating circumstances;
- (f) whether the formal investigation was procedurally fair; and
- (g) any other matters that may have material relevance to the University’s determination regarding Disciplinary Action.

58.30 The Misconduct Committee will not reinvestigate the matter but may consider additional material evidence (whether from persons or documents) that was not available to the investigator.

58.31 The Misconduct Committee will prepare its report as expeditiously and confidentially as possible.

Determination

58.32 The Employment Executive Member will consider the Employee’s response to the allegations and any Committee Report, and determine what, if any, Disciplinary Action is to be taken.

58.33 If the Employment Executive Member determines that the Employee’s employment should be terminated for Serious Misconduct, the determination will be referred to the Vice-Chancellor and President for approval and the Employee will be given 10 working days (or longer period as agreed) to respond to a show cause letter.

Notice of termination of employment

58.34 If the Employee’s employment is terminated for Serious Misconduct, they will receive the following notice of termination or payment in lieu:

Period of continuous service	Period of notice
1 year or less	1 week
More than 1 year and up to 3 years	2 weeks
More than 3 years and up to 5 years	3 weeks
More than 5 years	4 weeks

or such greater notice as is prescribed by the Employee’s contract of employment. An Employee who is over 45 years of age and has completed at least 2 years of Continuous Service at the time notice is given will receive an additional 1 weeks’ notice or payment in lieu.

No further appeal

58.35 Where a decision has been made in accordance with this clause, no further appeal against that decision can be made within the University. Nothing in this clause will be construed as excluding the jurisdiction of any external court or tribunal that would be competent to deal with the matter.

59. CONTRAVENTIONS OF THE RESEARCH CODE OF PRACTICE

Application

59.1 This clause does not apply to:

- (a) casual Employees; or
- (b) Employees serving a probationary period.

59.2 This clause will apply to any research misconduct process that is initiated on or after the date of commencement of this Agreement. If an Employee is subject to a research misconduct process under clause 53 of the *Western Sydney University Professional Staff Agreement 2017* at the date of commencement of this Agreement, that process will continue to apply.

Definitions

59.3 For the purposes of this clause:

- (a) **Assessment Officer** means the Employee to whom a suspected contravention of the Code is referred by the DVC(REI) for preliminary assessment under subclause 59.18. An Assessment Officer may be the relevant Dean, Institute Director, or Academic Unit Director of Research, the Director, Research Impact and Integrity, or an alternative senior member of staff with expertise in the conduct of academic research;
- (b) **Breach** means a contravention of the Code that does not amount to Research Misconduct;
- (c) **Code** means the University's *Research Code of Practice* as amended or replaced from time to time;
- (d) **Disciplinary Action** may include one or more of the following:
 - (i) formal counselling;
 - (ii) staff development (including training);
 - (iii) written warnings;
 - (iv) withholding an increment for up to one year;
 - (v) demotion by one or more classification levels or increments; and/or
 - (vi) termination of employment (in cases of Research Misconduct only);
- (e) **DVC(REI)** means the Deputy Vice-Chancellor and Vice-President (Research, Enterprise and International); and
- (f) **Research Misconduct** means a serious contravention of the Code that is also intentional, reckless, or negligent. A repeated or persistent Breach may also amount to Research Misconduct.

Examples of Breach or Research Misconduct

59.4 Examples of conduct that may constitute a Breach or Research Misconduct include, but are not limited to:

- (a) fabrication, falsification, plagiarism or deception in proposing, carrying out or reporting the results of research;
- (b) misrepresentation of research data or source material;
- (c) misuse of research funds;
- (d) failure to conduct research or follow approved or commonly accepted research protocols;
- (e) conducting research without required ethics approval;
- (f) failure to declare or manage a serious conflict of interest;
- (g) the wilful concealment or facilitation of a Breach or Research Misconduct by others;
- (h) failure to acknowledge the contributions of others fairly;
- (i) failure to appropriately maintain research records, research data, and/or source material;
- (j) inappropriate destruction of research records, research data, and/or source material;
- (k) inappropriate disclosure of, or access to research records, research data, and/or source material; or
- (l) other practices that seriously deviate from those commonly accepted within the research community for proposing, conducting or reporting research;

but do not include honest differences in judgment in management of a research project, and may not include honest errors that are minor or unintentional.

General

59.5 The University may only take action against an Employee for an alleged contravention of the Code under this clause.

59.6 If a matter that could be dealt with under this clause has in good faith been addressed under clause 57: *Unsatisfactory Performance*, this clause will not apply.

59.7 An Employee may choose to be accompanied by a support person or Representative, including an official of the Union, at any stage of the process prescribed by this clause.

59.8 If a person is required to deal with a matter under this clause on behalf of the University but has a conflict of interest (whether actual or perceived), the University may nominate an alternate person to deal with the matter.

59.9 The reporting of a suspected contravention of the Code must be made in good faith. If an Employee makes a report that is frivolous, vexatious or in bad faith, the University may take disciplinary action against that Employee under clause 58: *Misconduct or Serious Misconduct*.

59.10 All documents relevant to the process conducted under this clause should be kept including, but not limited to, meeting notes.

Suspension in cases of alleged Research Misconduct

59.11 In cases of alleged Research Misconduct, the University may suspend the Employee who is the subject of the allegations at any stage of the process prescribed by this clause:

- (a) with pay if there is a possibility of a risk to: the health and safety of a person; the security, reputation, viability, or profitability of the University's business, or of interference with evidence relevant to the investigation; or
- (b) without pay if it would be unreasonable for the Employee to continue in paid employment during the process.

59.12 In cases of suspension without pay:

- (a) if the suspension occurs whilst the Employee is on paid leave, the Employee will continue to be paid for the duration of the leave;
- (b) the Employee can engage in paid employment or utilise accrued annual or long service leave entitlements for the duration of the suspension;
- (c) the University will do everything practically possible to expedite the procedures prescribed by this clause; and
- (d) the Employee will be reimbursed any lost income if the allegations are not sustained.

59.13 During any period of suspension, the Employee will be excluded from University premises except for reasonable access to prepare their case and/or collect personal property.

Agreed early resolution

59.14 At any stage of a process conducted under this clause, the University and the Employee may agree to place the process on hold for up to 10 working days (or longer period as agreed) and enter into confidential and without prejudice discussions with a view to reaching a mutually agreed early resolution of the matter.

59.15 If the University and the Employee cannot reach a mutually agreed early resolution of the matter within the agreed timeframe, the process will be resumed.

59.16 Unless otherwise agreed, any information a party provides during attempted agreed early resolution cannot be relied upon by the other party for any other purpose.

Process

Reporting a suspected contravention of the Code

59.17 Suspected contraventions of the Code must be promptly reported to:

- (a) the relevant Academic Unit Director of Research (or equivalent); or
- (b) the Director, Research Impact and Integrity;

who will then consult with the DVC(REI) to determine whether the report relates to a potential contravention of the Code.

Preliminary assessment

- 59.18 If a determination is made under subclause 59.17 that a report relates to a potential contravention of the Code by an Employee, the DVC(REI) will refer the matter to an Assessment Officer for preliminary assessment.
- 59.19 In carrying out the preliminary assessment, the Assessment Officer will gather and evaluate information relating to the reported conduct to determine whether, if proven, the conduct would amount to a contravention of the Code. The Assessment Officer may also discuss the matter with the Employee, in which case the Assessment Officer will provide the Employee with:
- (a) written particulars of the potential contravention in sufficient detail for the Employee to understand the nature of the contravention;
 - (b) an opportunity to respond in writing within a nominated timeframe; and
 - (c) the option to meet with the Assessment Officer, accompanied by the Employee's Representative.
- 59.20 Following conclusion of the preliminary assessment, the Assessment Officer will provide the DVC(REI) with written advice regarding the following:
- (a) a summary of the process undertaken by the Assessment Officer;
 - (b) an inventory of the facts and information gathered by the Assessment Officer;
 - (c) an evaluation of the facts and information gathered by the Assessment Officer;
 - (d) how the suspected contravention relates to the Code and/or the University's research processes; and
 - (e) the Assessment Officer's recommendation(s) for further action.

Determination

- 59.21 The DVC(REI) will consider the Assessment Officer's report provided under subclause 59.20 and determine whether the matter should be:
- (a) dismissed;
 - (b) resolved at the Employee's academic unit level, either with or without corrective actions;
 - (c) referred for action in accordance with other University processes; or
 - (d) referred for Research Investigation.

Research Investigation

59.22 The purpose of the Research Investigation is to determine whether, having regard to the evidence and on the balance of probabilities, the Employee has contravened the Code.

59.23 The Research Investigation will:

- (a) examine the facts and information gathered as part of the preliminary assessment; and
- (b) gather and examine any further relevant evidence as required.

59.24 The Research Investigation may be carried out by:

- (a) an investigator; or
- (b) an investigation panel (Panel).

59.25 Any investigator must have expertise in the protocols of the conduct of academic research and/or research management.

59.26 A Panel may comprise members from within, and external to, the University. The size and composition of the Panel will depend on:

- (a) the potential consequences for the Employee;
- (b) the seniority of the Employee; and
- (c) the need to maintain public confidence in research.

59.27 The DVC(REI) will determine the size and composition of the Panel. In selecting Panel members, the DVC(REI) will consider:

- (a) the expertise and skills required of a person appointed as Panel Chair;
- (b) the appropriate level of experience and expertise in the relevant discipline area(s);
- (c) the need for a person with prior experience of similar investigation panels or relevant experience, knowledge, and understanding of the responsible conduct of research;
- (d) the need for Panel members to be free from conflicts of interest or bias; and
- (e) where practicable, the gender and diversity of Panel members.

59.28 The DVC(REI) will advise the Employee in writing of the investigator or Panel's composition and provide the Employee with an opportunity to raise any concerns.

59.29 The investigator or Panel will:

- (a) assess the available evidence (including its veracity) and consider whether additional evidence may be required;
- (b) make findings of fact about the alleged contravention of the Code;
- (c) identify whether the Employee has contravened the Code;
- (d) consider the seriousness of any contravention of the Code by the Employee; and
- (e) make recommendations as appropriate.

In carrying out the Research Investigation, the investigator or Panel may also seek expert advice to assist the investigation if required.

59.30 At the conclusion of the Research Investigation, the investigator or Panel will prepare a draft

report and provide the Employee with an opportunity to comment on the report within a reasonable timeframe.

59.31 Following receipt of the Employee's comments (if any), the investigator or Panel will finalise the report and provide it to the DVC(REI) for consideration.

Consideration and final determination

59.32 The DVC(REI) will consider the Research Investigation report. If the DVC(REI) determines that:

- (a) the Employee has not contravened the Code, the matter will conclude and the DVC(REI) will advise the Employee accordingly in writing; or
- (b) the Employee has contravened the Code, the DVC(REI) will determine what Disciplinary Action is to be imposed and advise the Employee accordingly in writing, provided that:
 - (i) termination of employment is available in cases of Research Misconduct only; and
 - (ii) if the DVC(REI) determines that the Employee's employment should be terminated for Research Misconduct, they will refer the determination to the Vice-Chancellor and President for approval.

59.33 If the DVC(REI) refers a determination to the Vice-Chancellor and President for approval pursuant to subclause 59.32(b)(ii), the Vice-Chancellor and President will:

- (a) provide the Employee with 5 working days to respond to a show cause letter;
- (b) have regard to any matters submitted by the Employee in their response to the show cause letter; and
- (c) advise the Employee in writing of the Vice-Chancellor and President's determination within 10 working days of receiving the Employee's response to the show cause letter (if any).

Notice of termination of employment

59.34 If the Employee's employment is terminated for Research Misconduct, the Employee will receive the following notice of termination or payment in lieu:

Period of continuous service	Period of notice
1 year or less	1 week
More than 1 year and up to 3 years	2 weeks
More than 3 years and up to 5 years	3 weeks
More than 5 years	4 weeks

or such greater notice as is prescribed by the Employee's contract of employment. An Employee who is over 45 years of age and has completed at least 2 years of Continuous Service at the time notice is given will receive an additional 1 weeks' notice or payment in lieu.

59.35 The University may terminate the employment of an Employee who is found to have engaged in Research Misconduct without notice if it would be unreasonable to require the University to continue employment during the notice period.

No further right of appeal

59.36 Where a decision to take action has been made in accordance with this clause, no further appeal can be made within the University. Nothing in this clause will be construed as excluding the jurisdiction of any external court or tribunal which would be competent to deal with this matter.

PART N – CESSATION OF EMPLOYMENT

60. TERMINATION OF EMPLOYMENT

Termination

60.1 All decisions to discipline an Employee or terminate employment will be in accordance with this Agreement.

Notice of renewal or non-renewal: fixed term Employees

60.2 The University will provide a fixed term Employee with written notice of the University’s intention to renew or not renew their contract, unless the Employee is engaged:

- (a) as a temporary replacement (subclause 14.11(d));
- (b) on a pre-retirement contract (subclause 14.11(f));
- (c) on a post-retirement contract (subclause 14.11(g)); or
- (d) in employment subsidiary to studentship (subclause 14.11(h)).

60.3 Notice will be given within the period of the contract otherwise payment will be made in lieu of notice.

60.4 Notice will be the greater of the notice in the Employee’s contract of employment, or:

Period of Continuous Service	Period of notice
Less than 3 years	At least 2 weeks or the equivalent of a full pay period, whichever is greater
3 years but less than 5 years	At least 3 weeks or the equivalent of a full pay period, whichever is greater
5 years or more	At least 4 weeks or the equivalent of a full pay period, whichever is greater

The notice period will be increased by 1 week if the Employee is over 45 years old and has completed at least 2 years of Continuous Service with the University.

60.5 If the University is not reasonably able to give the required notice due to circumstances external to the University and beyond its control relating to the provision of specific funding for the employment of the fixed term Employee, it will be sufficient compliance with this clause if the University:

- (a) advises those circumstances to the Employee in writing at the latest time at which the notice would otherwise be required to be given; and

(b) gives notice to the Employee at the earliest practicable date thereafter.

60.6 The University is not required to give notice or payment in lieu if the Employee is found to have engaged in Serious Misconduct, such that it would be unreasonable to require the University to continue the Employee's employment during the required period of notice.

Notice of termination: casual Employees

60.7 The University may terminate the employment of a casual Employee:

- (a) by providing 1 hours' written notice;
- (b) at the end of the Employee's shift; or
- (c) by providing payment in lieu of the notice period or shift period.

Resignation

60.8 A casual Employee who wishes to resign must:

- (a) give the University 1 hours' written notice; or
- (b) resign at the end of the Employee's shift;

unless the Employee and the University agree otherwise.

60.9 All other Employees must give the University at least 2 weeks' written notice of resignation unless the Employee and the University agree otherwise.

Recovery of overpayments

60.10 On termination of employment by either party for any reason, the University will be entitled to deduct money owed by the Employee to the University from any money owed by the University to the Employee, except for money owed in lieu of annual leave or annual leave loading.

Payments on cessation of employment

60.11 All payments due to an Employee as a consequence of the cessation of their employment with the University for any reason will be made no later than 7 days after the date on which the Employee's employment ceases.

61. FIXED TERM EMPLOYEES SEVERANCE PAY

Entitlement to severance pay

61.1 If at the end of a first fixed term contract the position is offered on a continuous basis but the Employee is not re-employed in the position, the Employee will receive:

- (a) a severance payment of 2 weeks for the first completed year of service, and then calculated in accordance with this clause; and
- (b) payment in lieu of the Employee's accrued but untaken annual and long service leave entitlements.

61.2 A fixed term Employee employed for a specific task or project of limited duration, or for research only functions, whose contract is not renewed in circumstances where the Employee seeks to continue the employment will be entitled to a severance payment of 3 weeks' pay per completed year of Continuous Service if:

- (a) the Employee is employed on a second or subsequent fixed term contract and the same or substantially similar duties are no longer required by the University; or
- (b) the duties continue to be required but another person has been appointed or is to be appointed.

61.3 A fixed term Employee who is not employed on one of the contracts described in subclause 61.2 and whose second or subsequent contract is not renewed in circumstances where the Employee seeks to continue the employment will be entitled to the following severance payment if they meet the criteria specified in subclause 61.2(a) or (b):

Period of Continuous Service	Severance payment
Less than 2 years	No payment
2 years but less than 3 years	2 weeks
3 years or more	2 weeks per completed year of service

Deferral or variation of severance pay

- 61.4 If the University advises a fixed term Employee in writing that further employment may be offered within 6 weeks of the expiry of the fixed term employment, the University may defer payment of severance benefits for a maximum period of 4 weeks from the expiry date.
- 61.5 If the Employee accepts an offer of substantially similar alternative employment with the University, the University may vary the severance payment payable to the Employee.
- 61.6 If the University obtains, and the Employee accepts, an offer of comparable alternative employment the University may, with the Employee’s agreement, vary the severance payment payable to the Employee.

No severance payable

- 61.7 No severance payment will be made if the Employee is:
 - (a) a genuine retiree;
 - (b) engaged as a temporary replacement (subclause 14.11(d));
 - (c) engaged on a pre-retirement contract (subclause 14.11(f));
 - (d) engaged on a post-retirement contract (subclause 14.11(g)); or
 - (e) engaged in employment subsidiary to studentship (subclause 14.11(h)).

62. ABANDONMENT OF EMPLOYMENT

- 62.1 This clause does not apply to casual Employees.
- 62.2 When communicating with an Employee in accordance with this clause, the University will use the Employee’s personal and emergency contact details as listed on the University’s human resources information system.
- 62.3 If an Employee has been absent from work for a continuous period of at least 5 working days without:
 - (a) the University’s approval; or

- (b) apparent good cause;

their Supervisor will liaise with the Chief People Officer (or their nominee) regarding the known circumstances of the Employee's absence.

- 62.4 If the Chief People Officer (or their nominee) is concerned about the known circumstances of the Employee's absence, they will make reasonable attempts to contact the Employee which may also involve contacting the Employee's nominated emergency contact(s) to check the Employee's welfare and request an explanation for their absence. If the Chief People Officer (or their nominee) is satisfied with the reason for the Employee's absence, no further action will be taken under this clause and the Employee's absence will be recorded using an approved leave category appropriate to the circumstances.
- 62.5 If the Chief People Officer's (or their nominee's) attempts to contact the Employee are unsuccessful, they will send the Employee an email, text message, and letter via mail advising the Employee that they are on unapproved leave and must contact the University within 10 working days.
- 62.6 If the Employee does not respond to the University within 10 working days, or the Employee's response does not establish a reasonable explanation for their absence, the University will consider the Employee as having abandoned and therefore terminated their employment.
- 62.7 If an Employee's employment terminates under this clause, the date of termination will be the last day on which the Employee attended work or was on approved leave.

PART O – WORK HEALTH AND SAFETY

63. WORK HEALTH AND SAFETY, AND FIRST AID

Work health and safety

- 63.1 The University recognises its obligations under the *Work Health and Safety Act 2011 (NSW)* and related legislation to provide a safe and healthy workplace and is committed to taking all appropriate measures to achieve this.
- 63.2 If an Employee is required to implement and monitor work health and safety compliance within their designated work area, these functions will be included in the Employee's position description.
- 63.3 All Employees will be represented by a health and safety representative in line with membership of their designated work group.
- 63.4 The responsibilities of an elected work health and safety representative will be taken into account by the Employee's Supervisor when determining the Employee's workload.

First aid

- 63.5 The University will provide and maintain first aid facilities and appoint Employees to be responsible for the maintenance of first aid facilities, injury records, and the provision of first aid to other Employees and/or students. These Employees will be paid an allowance during the period of their appointment at the rate specified in Schedule 3 provided that they possess a current accredited first aid qualification.

64. DIGNITY AND RESPECT AT WORK

Definitions and examples

64.1 Terms used in this clause have the following meanings:

- (a) **adverse behaviours** collectively means unlawful discrimination, harassment, sexual harassment, sexual assault, gendered violence, vilification, victimisation, and work-related bullying;
- (b) **gendered violence** means any behaviour, action, system, or structure that causes physical, sexual, psychological, or economic harm to a worker because of their sex, gender identity, sexual orientation, or because they do not adhere to dominant gender stereotypes;
- (c) **sexual harassment** means any unwanted or unwelcome sexual behaviour which makes a person feel offended, humiliated, or intimidated;
- (d) **work-related bullying** means repeated and unreasonable behaviour directed towards a worker or a group of workers that creates a risk to health and safety, but does not include reasonable management action carried out in a reasonable manner (**unreasonable behaviour** means behaviour that a reasonable person, having considered the circumstances, would see as unreasonable, including behaviour that is victimising, humiliating, intimidating, or threatening).

64.2 Examples of **gendered violence** may include, but are not limited to:

- (a) violence directed at women because they are women;
- (b) violence experienced by a person because they identify as LGBTIQ+; or
- (c) witnessing gendered violence directed at someone else, such as a co-worker.

64.3 Examples of **sexual harassment** may include, but are not limited to:

- (a) unwelcome physical contact of any kind;
- (b) stalking, intimidation, and/or threats;
- (c) the use of sexualised language, including suggestive comments or jokes; or
- (d) the display of sexual imagery.

64.4 Examples of **work-related bullying** may include, but are not limited to:

- (a) aggressive and intimidating conduct;
- (b) belittling or humiliating comments;
- (c) spreading malicious rumours; or
- (d) exclusion.

Principles

- 64.5 The University respects and values its Employees, the diversity of its workforce, and the right of Employees to work in an environment free from adverse behaviours. The University is committed to creating and maintaining a working environment of dignity, mutual respect, and inclusion.
- 64.6 The University and its Employees recognise that they have obligations under:
- (a) Federal and State anti-discrimination legislation; and
 - (b) the *Work Health and Safety Act 2011 (NSW)*.
- 64.7 The University will work proactively towards:
- (a) preventing and eliminating adverse behaviours in employment at the University (including, where practicable, adverse behaviours from third parties with which/whom the University has a contractual relationship); and
 - (b) managing associated risks;
- in consultation with Health and Safety Representatives, Work Health and Safety Committees, and Employees.
- 64.8 The University will not tolerate adverse behaviours, and such behaviours may be subject to disciplinary action under clause 58: *Misconduct or Serious Misconduct*.
- 64.9 The University will provide information and training on identifying and preventing adverse behaviours in staff development programs for all employees (including senior employees who are excluded from the application of this Agreement) and will review associated policies in accordance with the *Policy Framework Policy*, as amended or replaced from time to time.

65. CLOTHING AND SAFETY EQUIPMENT

- 65.1 If the University requires an Employee to wear a uniform or protective clothing, the University will provide the uniform or clothing to the Employee and may either:
- (a) maintain, launder, dry-clean, or replace it; or
 - (b) pay the Employee the applicable allowances specified in Schedule 3.
- 65.2 The allowances in Schedule 3 are calculated based on the average number of shifts per year divided by 26 pay periods and will be paid in regular fortnightly instalments.
- 65.3 The University will supply all safety equipment required by law, for example gloves, masks, goggles, helmets, steel-capped boots, and safety shoes.
- 65.4 An Employee must wear clothing or safety equipment provided by the University whilst performing the duties for which it has been provided.
- 65.5 Any clothing that is provided by the University will remain the property of the University and must be returned by the Employee at the end of their employment with the University.

PART P – REPRESENTATION

66. EMPLOYEE REPRESENTATION

66.1 If at any time an Employee requires assistance regarding their employment conditions, they may choose to nominate a Representative, who may be an official of the Unions.

67. UNION REPRESENTATION

Facilities

67.1 The University will provide the Unions with access to the following facilities for carrying out Union business about matters included in this Agreement:

- (a) a secure office space; and
- (b) access to a University campus notice board for posting authorised notices.

67.2 The University may provide the Unions with access to the following facilities for carrying out Union business about matters included in this Agreement, subject to and conditional upon the Unions paying the associated costs:

- (a) the University's internal telephone system; and
- (b) direct dial STD access, access to the Internet, and a University email account.

Union meetings

67.3 The Unions may hold meetings of Employees:

- (a) in designated lunch breaks;
- (b) outside regular scheduled working hours; or
- (c) at other times and locations agreed between the relevant Union and the University;

provided that the Employees vary their meal break or make up any time lost on the day of the meeting or, by mutual agreement with their Supervisor, on another day.

67.4 This may include the University making video and teleconferencing facilities available.

Industrial relations training leave

67.5 The University may grant paid leave of up to a total of 25 working days per calendar year to the Unions for accredited Employee Union representatives to attend courses or seminars for the purposes of industrial relations training. Leave requests must be submitted to the Chief People Officer (or their nominee).

67.6 Industrial relations training leave will count as service for all purposes.

Orientation

67.7 Information packs provided by the Unions will be made available for distribution at University orientation sessions for new Employees.

67.8 The University will invite the Unions to attend all University orientation sessions for new Employees. Where addresses to new Employees are scheduled, each Union will be given the opportunity to make a 5-minute presentation.

Workplace representatives

67.9 To facilitate the effective operation of this Agreement and compliance with its provisions, the University will provide funding to the Union Branch President's work unit to cover 50% of the Branch President's work so they can be released to undertake University-related Union work and the work unit can provide replacement staff.

67.10 The University will release up to 3 Employee union representatives from the Unions to attend Implementation Committee meetings and any related subcommittees, and for the work unit to provide replacement staff. This will occur by arrangement with the head of the Employee's work unit and the Chief People Officer (or their nominee).

67.11 The Union Branch President may, by agreement with the University, allocate some or all of their time release to other members of the Branch Executive. Each person having the benefit of time release under this clause must discuss with their Supervisor appropriate work allocation for the balance of their working time.

Employee Union members

67.12 Employees who are Union members are permitted to contact other Employees for legitimate workplace reasons and will not be subject to disciplinary action for doing so.

Payroll deductions

67.13 As a service to Employees, and where authorised by an Employee, the University will deduct:

- (a) Union fees from the Employee's Salary at a rate or amount advised by the relevant Union as being payable under its rules;
- (b) a nominated amount from the Employee's Salary in favour of Australian People for Health Education and Development Abroad.

67.14 Either the Employee or the Union may cancel such an arrangement by notifying the Office of People in writing.

67.15 The University will not charge an Employee for providing these services.

PART Q - MISCELLANEOUS PROVISIONS

68. PAY AND CAREER EQUITY

68.1 All recruitment will be subject to merit selection.

68.2 The University is committed to the provision of equal employment opportunity in career opportunities, and to properly valuing the skills and experiences of women and other EEO groups.

68.3 The University will provide the annual Workplace Gender Equality Agency (WGEA) or equivalent report to the Implementation Committee and to all Employees, including the average pay levels of male and female Employees at each classification level and outcomes of position reclassifications.

- 68.4 The University will implement and monitor procedures and strategies to overcome any obstacles to career opportunities for women and other EEO target groups and report annually on progress to Employees.
- 68.5 The University will work towards achieving gender balance on University Committees established at University level and all committees relating to University governance.

69. PERSONAL REPORTS

- 69.1 The University will not place an adverse report on an Employee's personal file unless:
- (a) the Employee has had an opportunity to respond to the report; and
 - (b) the Employee's response (if any) is placed on the file at the same time as the adverse report.
- 69.1.1 An Employee may inspect their personal file and copy any documents from that file.

70. INTELLECTUAL FREEDOM

- 70.1 The University recognises that intellectual freedom is an essential part of University employment and is therefore committed to act in a manner consistent with the protection and promotion of intellectual freedom within the University, including the right of an Employee:
- (a) to pursue critical and open inquiry and to freely discuss, teach, assess, develop curricula, publish, and research;
 - (b) to participate in public debates and to express opinions about issues and ideas related to their discipline area and professional expertise, or higher education issues generally;
 - (c) to participate in professional and representative bodies, including unions, and decision making processes and governance roles within the University, and to engage in community service without fear of harassment, intimidation, or unfair treatment; and
 - (d) to express unpopular or controversial views but this does not mean the right to harass, vilify, denigrate, or intimidate.
- 70.2 An Employee will not represent their individual opinions as being those of the University.
- 70.3 The exercise of intellectual freedom rights does not constitute Misconduct or Serious Misconduct and is not subject to disciplinary action.

71. INTELLECTUAL PROPERTY

- 71.1 The University will maintain an Intellectual Property Policy in consultation with Employees and the Unions.
- 71.2 In maintaining the Intellectual Property Policy, the University will address:
- (a) the issues of appropriate participation for Employees in the ownership and use of intellectual property they create, including intellectual property arising from online teaching and learning;
 - (b) the recognition of the moral rights of Employees who are authors; and
 - (c) the recognition of the rights of Aboriginal and Torres Strait Islander Employees to assert and retain communal ownership of any cultural intellectual property including

traditional knowledge and knowledge systems, and cultural expressions, language, practices, and heritage.

72. POLICY

72.1 The University will provide Employees and the Unions with the opportunity to comment on any new policy or guideline that affects working conditions prior to finalisation.

73. COMPENSATION FOR LOSS OR DAMAGE TO PERSONAL PROPERTY

73.1 The University will compensate an Employee for damage to their personal property if the damage is caused by:

- (a) the negligence of the University, another Employee, or both in performing their duties;
- (b) a defect in the University's materials or equipment; or
- (c) an Employee protecting or attempting to protect the University's property from loss or damage.

73.2 Personal property includes, but is not limited to, an Employee's clothes, spectacles, hearing aid or tools of trade, which are necessary for the Employee to perform their duties.

73.3 The University, in consultation with the Employee, may take into account the age and serviceability of the item or garment when determining the amount of compensation payable.

73.4 This clause will not apply when an employee is entitled to compensation for the loss or damage under the *Workplace Injury Management and Workers Compensation Act 1988 (NSW)*.

74. ENVIRONMENTAL SUSTAINABILITY

74.1 As part of its commitment to reducing its carbon footprint, the University has become a signatory to the UN Sustainable Development Solutions Network Higher Education Commitment.

74.2 The University will maintain a program to build staff awareness of energy efficiency, waste minimisation, sustainable transport use, and greater water efficiency.

SCHEDULE 1: ANNUAL PROFESSIONAL STAFF PAY RATES

HEW level	Step	Salary rate at 05.03.2021	2% admin effective 29.04.2022	2.6% effective 14.10.2022	Uplifts: \$1000 HEW 1-5; \$500 HEW 6-7 effective 14.10.2022	3.35% effective Oct 2023	2.9% effective Oct 2024	2.6% effective March 2025
1	1	\$52,881	\$53,939	\$55,341	\$56,341	\$58,228	\$59,917	\$61,475
1	2	\$53,945	\$55,024	\$56,455	\$57,455	\$59,379	\$61,101	\$62,690
1	3	\$55,021	\$56,121	\$57,581	\$58,581	\$60,543	\$62,299	\$63,919
2	1	\$56,625	\$57,758	\$59,259	\$60,259	\$62,278	\$64,084	\$65,750
2	2	\$57,826	\$58,983	\$60,516	\$61,516	\$63,577	\$65,421	\$67,122
2	3	\$59,035	\$60,216	\$61,781	\$62,781	\$64,884	\$66,766	\$68,502
2	4	\$60,243	\$61,448	\$63,046	\$64,046	\$66,191	\$68,111	\$69,881
3	1	\$61,178	\$62,402	\$64,024	\$65,024	\$67,202	\$69,151	\$70,949
3	2	\$63,052	\$64,313	\$65,985	\$66,985	\$69,229	\$71,237	\$73,089
3	3	\$64,928	\$66,227	\$67,948	\$68,948	\$71,258	\$73,325	\$75,231
3	4	\$66,799	\$68,135	\$69,906	\$70,906	\$73,282	\$75,407	\$77,368
4	1	\$67,337	\$68,684	\$70,470	\$71,470	\$73,864	\$76,006	\$77,982
4	2	\$68,810	\$70,186	\$72,011	\$73,011	\$75,457	\$77,645	\$79,664
4	3	\$70,280	\$71,686	\$73,549	\$74,549	\$77,047	\$79,281	\$81,343
4	4	\$71,751	\$73,186	\$75,089	\$76,089	\$78,638	\$80,918	\$83,022
5	1	\$72,691	\$74,145	\$76,073	\$77,073	\$79,655	\$81,964	\$84,096
5	2	\$75,099	\$76,601	\$78,593	\$79,593	\$82,259	\$84,644	\$86,845
5	3	\$77,513	\$79,063	\$81,119	\$82,119	\$84,870	\$87,331	\$89,602
5	4	\$79,918	\$81,516	\$83,636	\$84,636	\$87,471	\$90,008	\$92,348
5	5	\$82,331	\$83,978	\$86,161	\$87,161	\$90,081	\$92,693	\$95,103
6	1	\$83,399	\$85,067	\$87,279	\$87,779	\$90,719	\$93,350	\$95,777
6	2	\$85,406	\$87,114	\$89,379	\$89,879	\$92,890	\$95,584	\$98,069
6	3	\$87,418	\$89,166	\$91,485	\$91,985	\$95,066	\$97,823	\$100,366
6	4	\$89,426	\$91,215	\$93,586	\$94,086	\$97,238	\$100,058	\$102,659
7	1	\$91,435	\$93,264	\$95,689	\$96,189	\$99,411	\$102,294	\$104,953
7	2	\$93,841	\$95,718	\$98,206	\$98,706	\$102,013	\$104,972	\$107,701
7	3	\$96,251	\$98,176	\$100,729	\$101,229	\$104,620	\$107,654	\$110,453
7	4	\$98,660	\$100,633	\$103,250	\$103,750	\$107,225	\$110,335	\$113,204
8	1	\$102,144	\$104,187	\$106,896	\$106,896	\$110,477	\$113,681	\$116,636

HEW level	Step	Salary rate at 05.03.2021	2% admin effective 29.04.2022	2.6% effective 14.10.2022	Uplifts: \$1000 HEW 1-5; \$500 HEW 6-7 effective 14.10.2022	3.35% effective Oct 2023	2.9% effective Oct 2024	2.6% effective March 2025
8	2	\$105,893	\$108,011	\$110,819	\$110,819	\$114,532	\$117,853	\$120,917
8	3	\$109,640	\$111,833	\$114,740	\$114,740	\$118,584	\$122,023	\$125,196
8	4	\$113,391	\$115,659	\$118,666	\$118,666	\$122,641	\$126,198	\$129,479
9	1	\$118,209	\$120,573	\$123,708	\$123,708	\$127,852	\$131,560	\$134,981
9	2	\$122,227	\$124,672	\$127,913	\$127,913	\$132,198	\$136,032	\$139,569
9	3	\$126,238	\$128,763	\$132,111	\$132,111	\$136,536	\$140,496	\$144,149
10	1	\$126,239	\$128,764	\$132,112	\$132,112	\$136,537	\$140,497	\$144,150

SCHEDULE 2: APPRENTICE PAY RATES

Year	Salary rate at 05.03.2021	2% admin effective 29.04.2022	2.6% increase effective 14.10.2022	3.35% increase effective Oct 2023	2.9% increase effective Oct 2024	2.6% increase effective March 2025
Year 1 - 45%	\$27,530	\$28,081	\$28,811	\$29,776	\$30,639	\$31,436
Year 2 - 60%	\$36,707	\$37,441	\$38,415	\$39,701	\$40,853	\$41,915
Year 3 - 75%	\$45,884	\$46,802	\$48,019	\$49,627	\$51,066	\$52,394
Year 4- 90%	\$55,060	\$56,161	\$57,621	\$59,552	\$61,279	\$62,872

SCHEDULE 3: ALLOWANCES

	Salary rate at 05.03.2021	2% admin effective 29.04.2022	2.6% effective 14.10.2022	3.35% effective Oct 2023	2.9% effective Oct 2024	2.6% effective March 2025
Aboriginal and Torres Strait Islander Peoples language allowance (annual rate)						
Allowance for use of minimal knowledge of language for simple communication	\$1,759	\$1,794	\$1,841	\$1,902	\$1,958	\$2,009
Allowance for a level of ability for the ordinary purposes of general business, conversation, reading, and writing	\$3,518	\$3,588	\$3,682	\$3,805	\$3,915	\$4,017
On-call allowance (daily rate)						
Monday – Friday	\$14.76	\$15.06	\$15.45	\$15.96	\$16.43	\$16.85
Saturday, Sunday, Public Holiday, or day off	\$24.62	\$25.11	\$25.77	\$26.63	\$27.40	\$28.11
First aid allowance (weekly rate)						
	\$16.20	\$16.52	\$16.95	\$17.52	\$18.03	\$18.50
Uniform/laundry allowance (per shift)						
	\$2.22	\$2.26	\$2.32	\$2.40	\$2.47	\$2.53
Protective/industrial clothing allowance (daily rate)						
	\$1.12	\$1.14	\$1.17	\$1.21	\$1.25	\$1.28

SCHEDULE 4: POSITION DESCRIPTORS

Definition 1	Supervision
Close Supervision	Clear and detailed instructions are provided. Tasks are covered by standard procedures. Deviation from procedures or unfamiliar situations is referred to higher levels. Work is regularly checked.
Routine Supervision	Direction is provided on the tasks to be undertaken with some latitude to rearrange sequences and discriminate between established methods. Guidance on the approach to standard circumstances is provided in procedures, guidance on the approach to non-standard circumstances is provided by a supervisor. Checking is selective rather than constant.
General Direction	Direction is provided on the assignments to be undertaken, with the occupant determining the appropriate use of established methods, tasks and sequences. There is some scope to determine an approach in the absence of established procedures or detailed instructions, but guidance is readily available. Performance is checked by assignment completion.
Broad Direction	Direction is provided in terms of objectives which may require the planning of staff, time and material resources for their completion. Limited detailed guidance will be available and the development or modification of procedures by the employee may be required. Performance will be measured against objectives.

Definition 2	Qualifications within the Australian Qualifications Framework
Year 12	Completion of a Senior Secondary Certificate of Education, usually in Year 12 of secondary school
Trade Certificate	Completion of an apprenticeship, normally of 4 years duration, or equivalent recognition, eg Certificate III.
Post-Trade Certificate	A course of study over and above a trade certificate and less than a Certificate IV.
Certificate III	A course that provides a range of well-developed skills and is comparable to a trade certificate.
Certificate IV	A course that provides greater breadth and depth of skill and knowledge and is comparable to a 2-year part time post-Year 12 or Post-Trade Certificate course.
Diploma	A course at a higher education or vocational educational and training institution, typically equivalent to 2 years full time post-Year 12 study.
Advanced Diploma	A course at a higher education or vocational educational and training institution, typically equivalent to 3 years full time post-Year 12 study.

Definition 2 Qualifications within the Australian Qualifications Framework

Degree	A recognised degree from a higher education institution, often completed in 3 or 4 years, and sometimes combined with a 1-year Diploma.
Postgraduate Degree	A recognised postgraduate degree, over and above a degree as defined above.
Note:	Previously recognised qualifications obtained prior to the implementation of the Australian Qualifications Framework continue to be recognised. The above definitions also include equivalent recognised overseas qualifications.

DEFINITION 3 CLASSIFICATION DIMENSIONS

Training Level	The type and duration of training which the duties of the classification level typically require for effective performance. Training is the process of acquiring skills and knowledge through formal education, on the job instruction or exposure to procedures.
Occupational Equivalent	Examples of occupations typically falling within each classification level.
Level of Supervision	This dimension covers both the way in which employees are supervised or managed and the role of employees in supervising or managing others.
Task Level	The type, complexity and responsibility of tasks typically performed by employees within each classification level.
Organisational Knowledge	The level of knowledge and awareness of the organisation, its structure and functions that would be expected of employees at each proposed classification level, and the purposes to which that organisational knowledge may be put.
Judgement, Independence and Problem Solving	Judgement is the ability to make sound decisions, recognising the consequences of decisions taken or actions performed. Independence is the extent to which an employee is able (or allowed) to work effectively without supervision or direction. Problem solving is the process of defining or selecting the appropriate course of action where alternative courses of actions are available.
Typical Activities	This dimension looks at how much of each of these 3 qualities applies at each classification level. Examples of activities typically undertaken by employees in different occupations at each of the classification levels.

LEVEL 1

Training level or qualifications

Employees at the base of this level would not be required to have formal qualifications or work experience upon engagement.

Employees engaged at the base of this level will be provided with structured on the job training in addition to up to 35 hours of induction to the higher education industry which will provide information

on the higher education institution, conditions of employment, training to be made available and consequent career path opportunities, physical layout of the institution/work areas, introduction to fellow workers and supervisors, work and documentation procedures, occupational health and safety, equal opportunity practices and extended basic literacy and numeracy skills training where required/necessary to enable career path progression.

Occupational equivalent

Cleaner, labourer, trainee for level 2 duties.

Level of supervision

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

Task level

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

Organisational knowledge

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

Judgement, independence, and problem solving

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

Typical activities

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

LEVEL 2

Training level or qualifications

Level 2 duties typically require a skill level which assumes and requires knowledge, training or experience relevant to the duties to be performed, or:

- (a) completion of Year 10;
- (b) completion of Certificates I or II;
- (c) completion of 12 months at Level 1; or
- (d) an equivalent combination of experience and training.

Occupational equivalent

Administrative assistant.

Level of supervision

Routine supervision of straightforward tasks; close supervision of more complex tasks (see task level below).

Task level

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

Organisational knowledge

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

Judgement, independence, and problem solving

Solve relatively simple problems with reference to established techniques and practices. Will sometimes choose between a range of straightforward alternatives.

An employee at this level will be expected to perform a combination of various routine tasks where the daily work routine will allow the latitude to rearrange some work sequences, provided the prearranged work priorities are achieved.

Typical activities

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

LEVEL 3

Training level or qualifications

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

- (a) completion of a Trades Certificate or Certificate III; or
- (b) completion of Year 10 or a Certificate II, with relevant work experience; or
- (c) an equivalent combination of relevant experience and/or education/training.

Persons advancing through this level may typically perform duties which require further on the job training or knowledge and training equivalent to progress toward completion of a Certificate IV or Diploma.

Occupational equivalent

Tradesperson, technical assistant/technical trainee, administrative assistant, security officer

Level of supervision

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

Task level

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

Organisational knowledge

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

Judgement, independence, and problem solving

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

Typical activities

In trades positions

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

In technical assistant positions

Assist a technical officer in operating a laboratory, including ordering supplies assist in setting up routine experiments.

- (a) Monitor experiments for report to a technical officer.
- (b) Assist with the preparation of specimens.
- (c) Assist with the feeding and care of animals.

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

In administrative positions

Perform a range of administrative support tasks including:

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

Security Officers

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

LEVEL 4

Training level or qualifications

Level 4 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- (a) completion of a Diploma level qualification;
- (b) completion of a Certificate IV with relevant work experience;
- (c) completion of a Trades Certificate and relevant experience and on the job training;
- (d) completion of a Certificate III with extensive relevant work experience; or
- (e) an equivalent combination of relevant experience and/or education/training.

Occupational equivalent

Technical officer or technician, administrative above Level 3, advanced tradespersons.

Level of supervision

In technical positions

Routine supervision to general direction depending upon experience and the complexity of the tasks.

In other positions

General direction. May liaise with others to achieve objectives including employees at higher levels. May undertake stand-alone work.

Task level

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

Organisational knowledge

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

Judgement, independence, and problem solving

In trades positions

Extensive diagnostic skills.

In technical positions

Apply theoretical knowledge and techniques to a range of procedures and tasks.

In administrative positions

Provide factual advice which requires proficiency in the work area's rules and regulations, procedures requiring expertise in a specialist area or broad knowledge of a range of personnel and functions.

Typical activities

In trades positions

- (a) Work on complex engineering or interconnected electrical circuits.
- (b) Exercise high precision trades skills using various materials and/or specialised techniques.

In technical positions

- (a) Develop new equipment to criteria developed and specified by others.
- (b) Under routine direction, assist in the conduct of major experiments and research programs and/or in setting up complex or unusual equipment for a range of experiments and demonstrations.
- (c) Demonstrate the use of equipment and prepare reports of a technical nature as directed.

In library technician positions

- (a) Undertake copy cataloguing.
- (b) Use a range of bibliographic databases.
- (c) Undertake acquisitions.
- (d) Respond to reference inquiries.

In administrative positions

- (a) May use a full range of desktop-based programs, including word processing packages, mathematical formulae and symbols, manipulation of text and layout in desktop publishing and/or web software and management information systems.

- (b) Plan and set up spreadsheets or data base applications.
- (c) Be responsible for providing a full range of secretarial services, e.g. in a work unit provide advice to students on enrolment procedures and requirements.
- (d) Administer enrolment and course progression records.

LEVEL 5

Training level or qualifications

Level 5 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- (a) completion of a degree without relevant work experience;
- (b) completion of an advanced diploma qualification and at least 1 year's relevant work experience;
- (c) completion of a diploma qualification and at least 2 years' relevant work experience;
- (d) completion of a Certificate IV and extensive relevant work experience;
- (e) completion of a post-trades certificate and extensive (typically more than 2 years) relevant experience as a technician; or
- (f) an equivalent combination of relevant experience and/or education/training.

Occupational equivalent

Graduate (ie. degree) or professional, without relevant professional experience on entry; administrator with responsibility for advice and determinations; research assistant; experienced technical officer, trades team leader.

Level of supervision

In professional positions (including research)

Routine supervision to general direction, depending on tasks involved and experience.

In other positions

General direction and may supervise other employees.

In trades positions

May supervise and coordinate other employees to achieve objectives.

Task level

Apply body of broad technical knowledge and experience at a more advanced level than Level 4, including the development of areas of specialist expertise. In professional positions, apply theoretical knowledge, at degree level, in a straightforward way. In administrative positions, provide interpretation, advice and decisions on rules and entitlements.

Organisational knowledge

Perform tasks/assignments which require proficiency in the work area's rules, regulations, policies, procedures, systems, processes, and techniques and how they interact with other related functions in order to assist in their adaptation to achieve objectives, and advise, assist and influence others.

Judgement, independence, and problem solving

In professional positions

Solve problems through the standard application of theoretical principles and techniques at degree level.

In technical positions

Apply standard technical training and experience to solve problems. In administrative positions - may apply expertise in a particular set of rules or regulations to make decisions or be responsible for coordinating a team to provide an administrative service.

Typical activities

In technical positions

Develop new equipment to general specifications.

- (a) Under general direction, assist in the conduct of major experiments and research programs and/or in setting up complex or unusual equipment for a range of experiments and demonstrations.
- (b) Under broad direction, set up, monitor and demonstrate standard experiments and equipment use.
- (c) Prepare reports of a technical nature.

In library technician positions

Perform at a higher level than Level 4, including assist with reader education programs and more complex bibliographic and acquisition services.

In administrative positions

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

In professional positions and under professional supervision

Work as part of a research team in a support role.

- (a) Provide a range of library services including bibliographic assistance, original cataloguing and reader education in library and reference services.
- (b) Provide counselling services.

In trades positions

May supervise and coordinate other employees to achieve objectives.

LEVEL 6

Training level or qualifications

Level 6 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- (a) a degree with relevant experience;
- (b) extensive experience and specialist expertise or broad knowledge in technical or administrative fields; or
- (c) an equivalent combination of relevant experience and/or education/training.

Occupational equivalent

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

Level of supervision

In professional positions

General direction.

In other positions

Broad direction. May have extensive supervisory and line management responsibility for technical, administrative, and other non- professional employees.

Task level

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

Organisational knowledge

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

Judgement, independence, and problem solving

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

Typical activities

In technical positions

- (a) Manage a teaching or research laboratory or a field station.
- (b) Provide highly specialised technical services.
- (c) Set up complex experiments.
- (d) Design and construct complex or unusual equipment to general specifications, assist honours and postgraduate students with their laboratory requirements, install, repair, provide and demonstrate computer services in laboratories.

In administrative positions

- (a) Provide financial, policy and planning advice.
- (b) Service a range of administrative and academic committees including preparation of agendas, papers, minutes, and correspondence.
- (c) Monitor expenditure against budget in a work unit.

In professional positions

- (a) Work as part of a research team.
- (b) Provide a range of library services, including bibliographic assistance, original cataloguing and reader education in library and reference services.
- (c) Provide counselling services.

- (d) Undertake a range of computer programming tasks. Provide documentation and assistance to computer users.
- (e) Analyse less complex user and system requirements.
- (f) Operate a discrete unit within a library which may involve significant supervision or be the senior employee in an out posted service.

In trades positions

Manage a functional unit delivering a range of highly specialised services or expertise in more than one field.

LEVEL 7

Training level or qualifications

Level 7 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- (a) a degree with at least 4 years' relevant experience;
- (b) extensive experience and management expertise in technical or administrative fields; or
- (c) an equivalent combination of relevant experience and/or education/training.

Occupational equivalent

Senior librarian; technical manager; senior research assistant, professional or scientific officer; senior administrator in a small less complex work unit.

Level of supervision

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

Task level

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

Organisational knowledge

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

Judgement, independence, and problem solving

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

Typical activities

- (a) In a library - combine specialist expertise and responsibilities for managing a library function.
- (b) In student services - the training and supervision of other professional employees combined with policy development responsibilities which may include research and publication.

- (c) In technical manager positions - the management of teaching and research facilities for a department or work unit.
- (d) In research positions - acknowledged expertise in a specialised area or a combination of technical management and specialised research.
- (e) In administrative positions - provide less senior administrative support to relatively small and less complex work units or equivalent.

LEVEL 8

Training level or qualifications

Level 8 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- (a) postgraduate qualifications or progress towards postgraduate qualifications and extensive relevant experience;
- (b) management expertise and extensive experience; or
- (c) an equivalent combination of relevant experience and/or education/training.

Occupational equivalent

Manager (including administrative, research, professional or scientific); senior administrator; senior research assistant with complex responsibilities.

Level of supervision

Broad direction, working with a degree of autonomy. May have management responsibility for a functional area and/or manage other employees including administrative, technical and/or professional employees.

Task level

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

Organisational knowledge

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

Judgement, independence, and problem solving

Responsible for program development and implementation. Provide strategic support and advice (for example, to work units) requiring integration of a range of university policies and external requirements, and an ability to achieve objectives operating within complex organisation structures.

Typical activities

- (a) Assist in the management of a large functional unit with a diverse or complex set of functions and significant resources.
- (b) Manage a function or development and implementation of a policy requiring a high degree of knowledge and sensitivity.
- (c) Manage a small or specialised unit where significant innovation, initiative and/or judgement are required.

- (d) Provide senior administrative support to work units of medium complexity, taking into account the size, budget, number of locations, course structure, external activities and management practices within the work unit.

LEVEL 9

Training level or qualifications

Level 9 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- (a) postgraduate qualifications and extensive relevant experience;
- (b) extensive management experience and proven management expertise; or
- (c) an equivalent combination of relevant experience and/or education/training.

Occupational equivalent

Manager (including administrative, research, professional or scientific); senior work unit administrator.

Level of supervision

Broad direction working with a considerable degree of autonomy. May have management responsibility for a major functional area or may manage other employees including administrative, technical and/or professional employees.

Task level

Demonstrated capacity to conceptualise, develop and review major professional, management or administrative policies at the corporate level. Significant high level creative, planning and management functions. Responsibility for significant resources.

Organisational knowledge

Conceptualise, develop and review major policies, objectives and strategies involving high level liaison with internal and external client areas. Responsible for programs involving major change which may impact on other areas of the institution's operations.

Judgement, independence and problem solving


Responsible for significant program development and implementation. Provide strategic support and advice (for example, to work units or at the corporate level) requiring integration of a range of internal and external policies and demands, and an ability to achieve broad objectives while operating within complex organisational structures.

Typical activities

- (a) Assist in the management of a large functional unit with a diverse or complex set of functions and significant resources.
- (b) Manage a function or development and implementation of a policy requiring a high degree of knowledge and sensitivity and the integration of internal and external requirements.
- (c) Manage a small and specialised unit where significant innovation, initiative and/or judgement are required.
- (d) Provide senior administrative support to a more complex work unit, taking into account the size, budget, course structure, number of locations, external activities and management practices within the work unit.

SIGNATORIES TO THE AGREEMENT

Signed for and on behalf of Western Sydney University by its authorised representative:

Signed: 

Professor Barney Glover
Vice-Chancellor and President
Western Sydney University
Locked Bag 1797
Penrith NSW 2751

Date: 1 December 2022

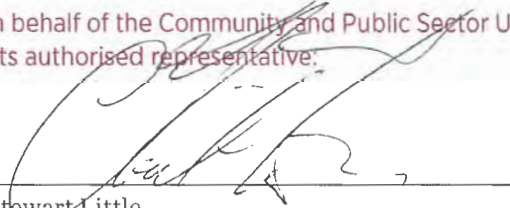
Witness: 

Signature
Maree Oliver

Name (print)
Locked Bag 1797, Penrith NSW 2751

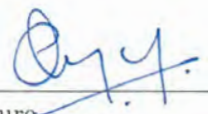
Address (print)

Signed for and on behalf of the Community and Public Sector Union (SPSF Group), NSW Branch (CPSU NSW) by its authorised representative:

Signed: 

Stewart Little
State Branch Secretary
Community and Public Sector Union (SPSF Group), NSW Branch (CPSU NSW)
160 Clarence Street
Sydney NSW 2001

Date: 1 December 2022


Witness: 

Signature
Vijaya Varghese

Name (print)


PSA House, 160 Clarence St
Sydney NSW 2000
Address (print)

Signed for and on behalf of the National Tertiary Education Industry Union (NTEU) by its authorised representative:

Signed: 

Dr Damien Cahill
General Secretary
National Tertiary Education Industry Union
PO Box 1323
South Melbourne VIC 3205

Date: 30/11/2022

Witness: 

Signature
Renee Veal

Name (print)
1/120 Clarendon Street

South Melbourne VIC 3205

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