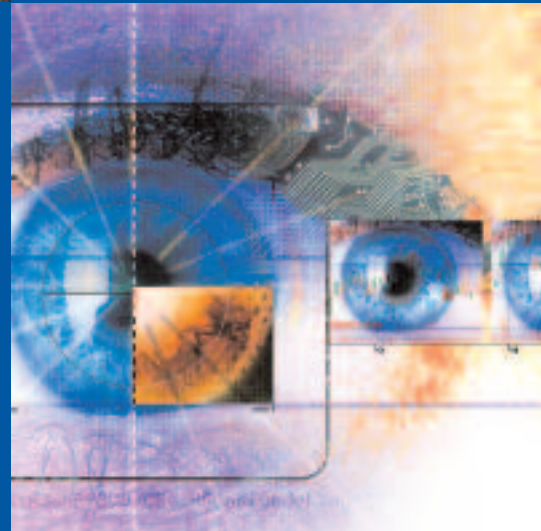




University of Western Sydney



General Staff Agreement
2006–2008

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PART 1 – PROVISIONS RELATING TO THE AGREEMENT

1. AGREEMENT TITLE

The Agreement is called the University of Western Sydney General Staff Agreement 2006 – 2008.

2. APPLICATION OF THE AGREEMENT

- (1) The Agreement is pursuant to Section 328 of the *Workplace Relations Act 1996* as amended. It rescinds and replaces the University of Western Sydney General Staff Enterprise Agreement 2005 – 2008.
- (2) The Agreement applies to and is binding according to its terms on all parties to the Agreement with the exception that the following clauses do not apply to Senior employees as defined in *Clause 4 Definitions* of the Agreement:

12 Apprenticeships, 15 Career Planning and Development, 16 Categories of Employment and Terms of Engagement sub clauses (2) to (5) and sub clauses (38) to (42) and Fixed-Term Employees Termination Notice sub clauses (26) to (30), 20 Higher Duties Allowance, 21 Hours of Work, Schedule 6 Annual Leave Loading, 27 Meal Allowance, 28 Meal Breaks, 29 Misconduct, 30 Multi-Skilling, 31 Notice on Resignation, 33 On Call Allowance, 34 Organisational Change, 36 Pay Rates, 38 Position Classification and Broadbanding, 39 Probation, 41 Redeployment and Redundancy (provided that Senior employees receive redundancy payments no less than those specified in this clause), 45 Traineeships, 46 Unsatisfactory Performance, 47 Workloads, Schedules 1 - 8.
- (3) The University may enter into Australian Workplace Agreements (AWAs) with its employees. Those AWAs may either operate to the exclusion of this Agreement or prevail over the terms of the Agreement to the extent of any inconsistency, as specified in each AWA. When offering an AWA the University will offer a genuine and informed choice between the AWA and the Agreement and provide access to this Agreement.
- (4) When offering an AWA, the University will advise any employee or prospective employee of their rights to appoint a bargaining agent and will allow the employee up to 14 days from receipt of the offer to consider the AWA as required.
- (5) The Agreement operates to the exclusion of the provisions of all other awards and industrial agreements.
- (6) To give effect to the provisions of Section 354 of the *Workplace Relations Act 1996* as amended, the Agreement expressly excludes all protected award conditions including:
 - a. rest breaks
 - b. annual leave loadings
 - c. observance of days declared by or under a law of a State or Territory to be observed generally within that State or Territory, or a region of that State or Territory, as public holidays by employees who work in that State, Territory or region, and entitlements of employees to payment in respect of those days
 - d. days to be substituted for, or a procedure for substituting, days referred to in paragraph (c)
 - e. monetary allowances for:
 - i. expenses incurred in the course of employment; or
 - ii. responsibilities or skills that are not taken into account in rates of pay for employees;or

- iii. disabilities associated with the performance of particular tasks or work in particular conditions or locations.
- f. loadings for working overtime or for shift work
- g. penalty rates
- h. any other matter specified in the *Workplace Relations Regulations* (Commonwealth) as varied from time to time.

3. AVAILABILITY OF AGREEMENT

A copy of the Agreement will be available on the University website and a printed copy will be provided on request to any employee who does not have access to the University website.

4. DEFINITIONS

In the Agreement:

“the Act” means the *Workplace Relations Act 1996* as amended

“the Agreement” means the University of Western Sydney General Staff Agreement 2006 – 2008

“Base rate of pay” means the hourly/weekly/fortnightly/monthly equivalent of an employee’s salary. It does not include overtime payments, shift loadings, allowances, or any other payments for work performed

“Casual rate of pay” means the hourly equivalent of the relevant Salary Level and step for Levels 1–9 as set out in *Schedule 1* of the Agreement plus a loading of 23 per cent

“Commission” means the Australian Industrial Relations Commission

"Continuous Service", other than in *Appendix 6 - Long Service Leave*, means continuous service with the University, the former member institutions of the University, service recognised at the time by predecessors to the University and service in an entity of the University in which the University has more than a 50 per cent controlled interest

"Employee" means a general staff member of the University who may be employed on an ongoing, fixed-term or casual basis

“Indigenous Australian” means a person of Aboriginal or Torres Strait Island descent who identifies as an Aboriginal or Torres Strait Island person and is accepted as such by their Aboriginal or Torres Strait Islander community

“Outsourcing” means replacing the work specifically and directly performed by an existing employee at the time of the making of the Agreement, with a contract for service or work by someone who is not an employee

“Parties” means the employees, the University and each of the Unions bound by the Agreement

“Representative” means 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.

“Salary” means the relevant annual Salary Level and step as set out in *Schedule 1* of the Agreement together with any First Aid Allowance or Indigenous Australian Language Allowance for an employee whose position is classified Levels 1–10 (pro rata for an employee engaged part-time), or the identified salary component as specified in their letter of appointment for an employee whose position is above Level 10

“Senior employee(s)” means persons employed on a remuneration basis which allows for a potential salary component which is 20 per cent above the Level 10 rate specified in *Schedule 1* of the Agreement

“Supervisor” means the person nominated by the University to whom an employee reports

“Union/Unions” means the Community and Public Sector Union (CPSU) and/or the National Tertiary Education Industry Union (NTEU)

"University" means the University of Western Sydney defined in and operating under the *University of Western Sydney Act (1997) (NSW)* as amended.

5. DISPUTE SETTLEMENT

- (1) The University and its employees have an interest in the proper application of this Agreement and in minimising and settling disputes about matters in this Agreement in a timely manner.
- (2) A dispute regarding the interpretation, application or operation of a provision of this Agreement will be resolved using the procedures set out in this Clause. Throughout this process the employee(s) may choose to be assisted by or act through their chosen representative.
- (3) With the exception of critical issues of occupational health and safety, normal work will continue while the procedures under this clause are being followed and no party to the dispute will take any action to aggravate a matter in dispute.
- (4) If an employee has a dispute with the University, where practicable they should attempt to resolve the dispute informally through discussion with their supervisor.
- (5) If an employee has been unable to resolve a dispute informally, the employee may request a formal meeting with the employee’s supervisor to attempt to resolve the dispute, and the meeting must be held within 5 working days of the request being made, unless agreed otherwise.
- (6) If a dispute is not resolved in a formal meeting with the employee’s supervisor, the employee may request a formal meeting with the relevant Executive Dean/Director to attempt to resolve the dispute, and the meeting must be held within 5 working days of the request being made, unless agreed otherwise.
- (7) A party to the dispute may request a meeting with the other party to the dispute to attempt to resolve the dispute, and the meeting must be held within 5 working days of the request being made, unless otherwise agreed. The parties to the dispute will discuss the dispute resolution process they wish to apply in the case of each separate dispute. If they cannot agree on a particular process in a particular case, the following process will apply.
- (8) Should the dispute not be resolved by the processes referred to above, or if there is an identified urgent need to have the matter resolved, either party to the dispute may refer the dispute to the Australian Industrial Relations Commission for conciliation and if necessary, arbitration.
- (9) In dealing with the dispute, the Commission may exercise the procedural powers in relation to hearings, witnesses, evidence, interim decisions and submissions which it deems necessary to make such dealings effective.
- (10) The Commission may, subject to any reasonable limitations imposed by the Commission, permit a party to the dispute to be represented through the arbitration process. The parties to the dispute agree to be bound by the arbitrated decision by the Commission in resolution of the dispute.

- (11) The arbitrated decision of the Commission will bind the parties to the dispute, subject to either party exercising a right of appeal against the arbitrated decision to the Full Bench if they believe there has been a significant error of fact or law in the first instance.

6. EMPLOYEE REPRESENTATION

At any stage where an employee covered by the Agreement requires assistance regarding their employment conditions, they may choose to nominate a representative.

7. IMPLEMENTATION COMMITTEE

- (1) An Implementation Committee will be established to facilitate the implementation of the Agreement.
- (2) The Implementation Committee will comprise:
 - a. 2 general staff employee-elected representatives of the Staff Liaison Committee; and
 - b. 1 representative nominated by each of the CPSU and NTEU; and
 - c. no more than 4 representatives nominated by the University.
- (3) The Implementation Committee will:
 - a. be a forum for consultation on strategies and policies to support the implementation of the Agreement, including training for managers and employees
 - b. consider reports required by the various clauses of the Agreement
 - c. monitor and advise on the implementation of the provisions of the Agreement.
- (4) The Implementation Committee will meet at the request of a member of the committee. Employees who are members of the Implementation Committee will be allowed reasonable time and resources during working hours to interview, consult and liaise with employees, in addition to attendance at meetings.

8. NO EXTRA CLAIMS

During the term of the Agreement, the parties to the Agreement will not pursue any further claims in relation to matters covered by the Agreement, except as provided for by the Agreement.

9. PARTIES BOUND BY THE AGREEMENT

The Agreement shall apply to and be binding according to its terms upon:

- a. all general staff employees of the University of Western Sydney; and
- b. the Community and Public Sector Union (CPSU); and
- c. the National Tertiary Education Industry Union (NTEU); and
- d. the University of Western Sydney.

10. STAFF LIAISON COMMITTEE

- (1) There will be a Staff Liaison Committee comprising of equal numbers of staff elected representatives (no less than two) and management representatives, as well as one representative from each of the NTEU and the CPSU.
- (2) The Staff Liaison Committee will be responsible for the discussion of broad human resource and policy/practice issues which fall outside the scope and framework of the University's Collective Agreements.
- (3) The Staff Liaison Committee will meet on a bi-monthly basis.

11. TERM OF THE AGREEMENT

The Agreement has effect on and from the date of lodgement with the Office of the Employment Advocate and will remain in effect until 31 December 2008.

PART 2 - CONDITIONS OF EMPLOYMENT

12. APPRENTICESHIPS

Apprentices engaged by the University will be paid in accordance with *Schedule 2* of the Agreement.

13. BEHAVIOUR AT WORK

- (1) The University respects and values its employees, the diversity of its workforce and the right of employees to work in an environment free from unlawful discrimination, harassment and bullying. Bullying includes behaviour with the aim or likely effect of demeaning, humiliating or intimidating employees either as individuals or as a group.
- (2) The University will work actively towards eliminating workplace bullying and will develop policy in consultation with employees.
- (3) The University and its employees recognise that they have obligations under Federal and State anti-discrimination legislation and will work actively towards preventing and eliminating unlawful discrimination in employment in the University.
- (4) The University will provide information and training on identifying and preventing workplace bullying in staff development programs for employees.

14. CAR KILOMETRE ALLOWANCE AND JOURNEYS REQUIRING TEMPORARY RESIDENCE

- (1) If an employee is required by the University to travel to a location other than their nominated work location, and if there is no University vehicle or public transport available, or if it is unreasonable or impractical to use them in the circumstances, they will be paid an allowance.
- (2) The allowance paid will be for any net kilometres in excess of the distance an employee would normally travel using their own vehicle in getting to and from their normal work location, at a rate consistent with the allowance approved by the Australian Taxation Office as reasonable at the time.
- (3) If an employee chooses to use their own vehicle when public transport is reasonably available, they will be reimbursed the equivalent economy cost of the public transport.
- (4) If an employee is directed by the University to work away from their nominated work location and they have approval to occupy a temporary residence, the University will pay actual reasonable expenses.

15. CAREER PLANNING AND DEVELOPMENT

- (1) 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
 - c. equity of access to training and development opportunities.

- (2) The University is committed to the provision of opportunities for career progression by:
 - a. advertising all ongoing and fixed-term vacancies on the University website
 - b. advertising vacancies internally in the first instance where there is a reasonable pool of internal applicants
 - c. broadbanding of specified positions
 - d. appointing employees to temporarily perform duties of a higher classified position.
- (3) Career and development opportunities for an individual employee should initially be identified in discussion with their supervisor. These may include:
 - a. on-the-job coaching
 - b. internal temporary transfers
 - c. attendance at training courses/programs or conferences
 - d. networking and mentor relationships
 - e. temporarily performing duties of a higher classified position
 - f. job rotation, secondments and employee exchange programs
 - g. research or project work
 - h. support for ongoing accredited education
 - i. involvement in internal or external committees or University governance.
- (4) The University will make funding available to support agreed career development plans and the University will report annually to employees on the distribution of career development opportunities and funds.

Annual Planning and Career Development Program

- (5) A supervisor will meet at least annually with each employee who reports to them to discuss the planning goals and objectives of their work unit for the next 12 months and to clarify how they relate to the employee. The employee and their supervisor will complete a standard planning and career development document with their supervisor setting out the agreed work plan and career development program for the employee. 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 assist in identifying career development opportunities
 - c. provide guidance and constructive feedback
 - d. identify and support HDA opportunities as career development.
 - e. implement, where possible, an agreed career development programme.
- (6) The University will consult with employees on the development of the standard planning and career development process.
- (7) The University may reimburse an employee for course fees for study undertaken that provides the employee with skills directly related to their current position, or that might reasonably be expected to be utilised within the University in the future.
- (8) An employee undertaking an approved course of formal study or training related to their work is entitled to take up to 5 hours paid leave per week and additional paid leave to attend examinations. This time may be accumulated to a maximum of 35 hours in any semester. Arrangements for taking leave are to be agreed between the employee and their supervisor.
- (9) If the University requires an employee to undertake training it will be regarded as part of their duties and count as time worked.

Temporary Appointment of Employees to a Higher Classified Position

- (10) The University will use temporary appointments to perform the duties of higher classified positions as opportunities for staff development.

- (11) Higher duties opportunities will be afforded to as many interested employees as possible, with suitably qualified employees who have not previously performed the duties of a higher classified position being given the opportunity to do so.
- (12) Expressions of interest will be used as the basis for filling vacancies of more than two weeks where the university has at least one month's notice of the vacancy.
- (13) Subject to the operational requirements of the work unit, a vacancy which is expected to extend beyond 3 months will be filled by as many suitably qualified employees as possible, based on expressions of interest.

16. CATEGORIES OF EMPLOYMENT AND TERMS OF ENGAGEMENT

Letter of appointment

- (1) The University will give an employee a letter of appointment advising them of their position and level, category, terms and conditions of employment including hours of work, and work location. The letter will also include details of where further information on conditions of employment can be obtained.

Payment of Salaries

- (2) An employee will be paid their salary plus any overtime and shift loadings fortnightly by direct deposit into a recognised financial institution nominated by the employee.

Annualised Rates of Pay

- (3) If an ongoing employee is employed on a 'part year' basis, the University and the employee may agree to averaging the salary payable over the full year and paying it in fortnightly instalments.
- (4) With agreement of the parties to the Agreement, the University may introduce annualised rates of pay for ongoing or fixed-term employees as compensation for any shift loadings, overtime rates, payments for interrupted meal breaks, failure to receive the recognised breaks between the work of successive days and any other payment related to hours of work except for accommodation and meal allowances.
- (5) An annualised rate of pay will be:
 - a. adjusted in line with any adjustment to salary
 - b. be the basis for calculating all paid leave, superannuation and termination payments.

Ongoing Employment

- (6) An ongoing employee is an employee engaged for an indefinite period of time.
- (7) 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 39 Probation* of the Agreement.
- (8) Ongoing employment will normally cover the whole year. However, ongoing employment may be for specified sessions or seasons within the year (part year) for:
 - a. an ongoing employee engaged part year
 - b. a casual employee whose employment is converted to ongoing part year employment under this clause
- (9) For an ongoing employee engaged part year, the period(s) of the year in which they are not required to perform work will not break continuity of service, however these period(s) will not count as service for leave accrual purposes.

Part time Engagement

- (10) An employee may be engaged part time and will be entitled to the provisions of the Agreement on a proportionate basis to an equivalent full time employee, unless otherwise provided by the Agreement.
- (11) Part time employment means ongoing or fixed-term employment where ordinary hours of work are less than those of a full time employee.
- (12) An ongoing employee engaged full time, may apply to work part time to better balance personal and work commitments. If they are given approval the University will give them written advice of:
 - a. the approval to work part time
 - b. the period of part time work
 - c. the classification applying to the work
 - d. any agreed arrangements for return to full time workbut if they are not given approval the University will advise them in writing of the reasons.
- (13) Part time work arrangements may be varied by agreement in writing between an employee and their supervisor.

Fixed-Term Employment

- (14) A fixed-term employee is an employee engaged for a fixed period of time or for a defined task or project.
- (15) Fixed-term employment may contain a reasonable probationary period that is directly related to the nature of the work to be done under the contract as set out in *Clause 39 Probation of the Agreement*. Any second or subsequent fixed-term engagement will not contain a probationary period.
- (16) 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.

Fixed-Term Employees Conversion

- (17) If at the end of the first contract the same or substantially the same position continues for a further fixed term the incumbent will be given further employment in the position provided the incumbent was employed in the relevant position through a competitive and open selection process and has performed satisfactorily in that position. Where an employee on a first contract is not re-employed in the position which is offered on a continuous basis, they will be paid severance at 2 weeks for the first completed year of service and then in accordance with clause 16(24). In these circumstances the employee will be eligible for accrued entitlements.
- (18) An employee on a fixed-term contract may apply for conversion to ongoing employment subject to the following conditions:
 - a. the University has determined that ongoing work of the same or substantially similar duties is available within the employees work unit
 - b. the period of employment under fixed-term contracts has exceeded 3 years of continuous service
 - c. the current contract is the second or subsequent fixed-term contract for the employee
 - d. the employee was originally appointed or subsequently appointed through a competitive selection process
 - e. the conversion request must be approved by the respective Executive Dean/Director of the College or unit
- (19) The University will advise of the outcome and the reasons where the application has been denied.

- (20) Notwithstanding anything in sub clause (18)(b) the University at its discretion may convert any fixed-term employment.

Fixed-Term Employees Severance Pay

- (21) If the University advises an employee in writing that further employment may be offered within 6 weeks of the end of fixed-term employment, the University may defer payment of severance benefits for a maximum period of 4 weeks from the end of fixed-term employment.
- (22) If, in a particular case, the University obtains and the employee has accepted, an offer of comparable alternative employment, then with the agreement of the employee, the University may vary the general severance payment payable to an employee.
- (23) A fixed-term employee employed for a specific task or project of limited duration or for research only functions whose contract of employment is not renewed in circumstances where the employee seeks to continue the employment will be entitled to a severance payment calculated on the basis of 3 weeks pay for each 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.
- (24) A fixed-term employee who is not employed on one of the contracts described in sub clause (23) and whose second or subsequent contract of employment is not renewed in circumstances where the employee seeks to continue their employment will be entitled to a severance payment calculated on the basis of the payments scheduled below provided they have met the criteria detailed in sub clause (23) above:

<u>Period of continuous service</u>	<u>Severance Payment</u>
0 but less than 2 years	No payment
2 years but less than 3	2 weeks
3 years and over	2 weeks for each year of completed service

- (25) No severance payments will be made if the staff member is:
- a. a student of the University
 - b. a genuine retiree
 - c. on a pre-retirement or performance based contract; or
 - d. a temporary replacement to fill approved absences or short term vacancies which are subject to recruitment action.

Fixed-Term Employees Termination Notice

- (26) The University will provide a fixed-term employee, except an employee engaged as a replacement employee or on a pre-retirement contract or for employment subsidiary to studentship, written notice of the University's intention to renew or not to renew their contract.
- (27) Notice will be given within the period of the contract otherwise payment will be made in lieu of notice.
- (28) Notice will be the greater of the notice in the employee's contract of employment or:

<u>Period of continuous service</u>	<u>Period of notice</u>
Less than 3 years	At least 2 weeks
3 years but less than 5 years	At least 3 weeks
5 years or more	At least 4 weeks

which will be increased by 1 week if the employee is over 45 years old and has completed at least 2 years continuous service with the University.

- (29) If the University is not reasonably able to give the notice required by this clause because of 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
 - b. gives notice to the employee at the earliest practicable date thereafter.
- (30) The University is not required to give notice or pay in lieu of notice if the employee is guilty of serious misconduct, such that it would be unreasonable to require the University to continue the employment of the employee concerned during the required period of notice.

Casual Employment

- (31) A casual employee is an employee engaged by the hour and paid on an hourly basis.
- (32) An ongoing or fixed-term employee may also work as a casual employee of the University if the work is unrelated to, or identifiably separate from, their normal duties.
- (33) A casual employee is entitled to not be available to attend work or to leave work, for the reasons specified in *Schedule 6 – Personal Leave*.
- (34) The casual employee and their supervisor will agree on the period for which the employee will be entitled to be unavailable to attend work. If agreement can not be reached, the employee will be entitled to be unavailable to attend work for up to 2 days per occasion. No payment will be paid for any period of non attendance.
- (35) If a casual employee is unavailable for work because they have carer responsibilities, they will not be disadvantaged in relation to the opportunity for future work at the end of the period of unavailability.

Conversion to Ongoing or Fixed-term Employment for Casual Employees

- (36) A casual employee will become eligible to apply to have their employment converted to ongoing employment or fixed-term employment, if they have been employed by the University on a regular and systematic basis in the same or a substantially the same position in the same organisational unit either
- a. over the immediately preceding 12 months during which their average weekly hours worked equalled at least 50 per cent of the ordinary weekly hours of an equivalent employee engaged full time; or
 - b. over the immediately preceding 24 months.
- (37) Occasional and short term work performed by a casual employee in another classification, job or organisational unit will not affect their eligibility for conversion or be included in determining whether they meet or do not meet the eligibility requirements.
- (38) The University will inform a casual employee at the time they are engaged that they may apply for conversion if they become eligible.
- (39) The University will inform all casual employees from time to time of the conversion entitlements under this clause.
- (40) An eligible casual employee may apply in writing to have their employment converted to ongoing employment or fixed-term employment.
- (41) The University must respond to an application for conversion by either offering the employee an ongoing or fixed-term position or rejecting their application within a reasonable period of time.

- (42) The University may not unreasonably refuse an application for conversion. However it may reject an application on reasonable grounds including that the casual employee:
- a. is a student/recent student and their status as a student is relevant to their casual engagement
 - b. is a genuine retiree
 - c. is performing work which will either cease to be required or will be performed by a non-casual employee within 26 weeks of the date of application
 - d. is an employee or self employed person whose primary occupation is with the University or elsewhere
 - e. does not meet the essential requirement of the position
 - f. is engaged in work which is ad hoc, intermittent, unpredictable or involves hours that are irregular.
- (43) If their application for conversion is rejected, a casual employee will not be entitled to apply again within 12 months, except if the rejection was based on sub clause (42)(c) and that ground ceases to apply.
- (44) An offer of conversion will indicate the hours and pattern of work which is as regular and continuous as is reasonably practicable, given the University's operational requirements and the employee's previous pattern of work.
- (45) Conversion to ongoing employment may be for the whole year or part year if by custom and practice the work has been performed by the employee on such basis, or otherwise as agreed by the parties to the Agreement.

17. CLOTHING & SAFETY EQUIPMENT

- (1) The University will provide any uniform or protective clothing the University requires an employee to wear and may either maintain, launder, dry-clean or replace it, or pay the employee an allowance instead.
- (2) The allowances specified in *Schedule 3* of the Agreement will apply.
- (3) The allowances in *Schedule 3* of the Agreement are calculated on the basis of the average number of shifts a year divided by 26 pay periods and will be paid in regular fortnightly instalments.
- (4) The University will supply all safety equipment required to be provided by law e.g. gloves, masks, goggles, helmets, steel-capped boots and safety shoes.
- (5) An employee must wear clothing or safety equipment provided by the University while performing duties for which it has been provided.
- (6) 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.

18. COMPENSATION FOR LOSS OR DAMAGE TO PERSONAL PROPERTY

- (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.
- (2) This clause will not apply when an employee is entitled to compensation for the damage under the *NSW Workers' Compensation Act 1987*.

19. FLEXIBLE WORKING ARRANGEMENTS

- (1) The University is committed to the implementation of flexible working arrangements to find the best possible balance between the interests of the University and the employee.
- (2) The flexible work arrangements are set out in *Schedule 5 UWS Flexible Working Arrangements for General Staff* of the Agreement. Whilst participation in the Flexible Work Arrangements is not an automatic entitlement, Flexible Working Arrangements will be made available to all general staff employees subject to the requirements of the work unit. Supervisors and staff members will balance organisational and individual needs in determining individual working arrangements.

20. HIGHER DUTIES ALLOWANCE

- (1) An employee who is temporarily appointed to and satisfactorily performs all of the duties of a higher classified position for at least 5 consecutive working days is a "relieving employee" and, will be paid a higher duties allowance for the time they perform the duties.
- (2) A higher duties allowance is the difference between the relieving employee's salary and the minimum salary of the higher classified position.
- (3) If only a portion of the duties associated with the higher position are performed, a pro rata relieving allowance may be paid.
- (4) A higher duties allowance will not be paid if a relieving employee's position statement includes deputising for the position in which they are relieving, except if they perform the duties for a period longer than 4 consecutive weeks.
- (5) An allowance shall not be payable where a period of leave of absence taken by an employee acting in a higher level position exceeds 5 consecutive working days.
- (6) A higher duties allowance will be varied to take into account any changes in salary for the higher classified position occurring during the relieving period.
- (7) If the University expects a position to be vacant for an indefinite period, it should, where operational circumstances permit, be internally advertised in the first instance and filled through competitive selection.
- (8) An employee who has relieved for one year or more in the same higher classified position is eligible for incremental progression in the position and for payment of the higher duties allowance on any leave taken during the further period of relief.
- (9) Where an employee relieves in a higher grade position for a period of 12 months or more, the higher grade duties allowance will be superable.

21. HOURS OF WORK

Ordinary Hours of Work

- (1) The ordinary hours of work for an employee, except an employee who is required to work all their ordinary hours of work according to a roster, are set out in *Schedule 5 UWS Flexible Working Arrangements for General Staff*. Ordinary hours of work exclude meal breaks and operate within the following limits
 - a. for an employee engaged full time, 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 or the settlement period for flexible working hours arrangements

- b. for an employee engaged part time less than 35 hours a week or less than 140 hours per 4 week period, including Saturdays and Sundays
 - c. an employee will have an average of at least 2 days off work per week
 - d. the ordinary hours of work per day will not normally be more than 8, which may be increased to up to 10 if after consultation with affected staff or if they choose, their representative, 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 is on no more than 2 occasions during a 2 week period
 - ii. the employee is given at least 24 hours notice
 - iii. the employee is not required to work the increased hours if they satisfy the University that they have family responsibilities or pressing commitments preventing them doing so.
- (2) Any change to an employee's existing pattern of hours will only be made with the agreement of the employee concerned or where the obligations under the *Clause 34 Organisational Change* of the Agreement have been satisfied.
- (3) So as to balance personal and work demands an employee may be allowed to work their ordinary hours of work at any time Monday to Sunday voluntarily, subject to operational requirements, the availability of adequate supervision and with prior written approval of the head of their organisational unit. Hours worked under these arrangements will be paid at the base rate of pay.
- (4) An ongoing or fixed-term employee may request reduced hours. Approval of an employee's request will be subject to operational requirements but will not be unreasonably refused by the University.
- (5) By arrangement with their supervisor, a female employee may vary their hours of work to accommodate breastfeeding requirements.

Rates of Pay

- (6) An ongoing or fixed-term employee will be paid at the base rate of pay and a casual employee will be paid at the casual rate of pay for ordinary hours of work except that an employee who works according to a roster will be paid the relevant shift loading under this clause in addition to the base rate of pay or casual rate of pay.
- (7) An employee engaged part time who agrees to work hours additional to their weekly contracted hours but not more than 35 hours in a week or an average of 35 hours a week over a roster period, will be paid at the base rate of pay for the additional hours worked.
- (8) 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 base rate of pay for any ordinary hours of work.
- (9) Hours worked in addition to ordinary hours of work will be overtime.

Rostered Hours

- (10) An employee who works according to a roster will be paid the following shift loadings in addition to the base rate of pay or casual rate of pay:
- a. early morning shift - starting at or after 4.00 am and before 6.00 am Monday to Friday – 10 per cent loading
 - b. day shift - starting not earlier than 6.00 am and before 10.00 am Monday to Friday – nil loading
 - c. early afternoon shift - finishing at or after 7.00 pm Monday to Friday - 10 per cent loading
 - d. afternoon shift - finishing at or after 9.00 pm and before midnight Monday to Friday - 12.5 per cent loading

- e. night shift - finishing at or after midnight and before 6.00 am Monday to Friday – 15 per cent loading
 - f. Saturday - between midnight Friday and midnight Saturday - 50 per cent loading
 - g. Sunday - between midnight Saturday and midnight Sunday - 100 per cent loading
 - 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 per cent (provided that the loading for Saturday or Sunday will be in substitution for and not in addition to this loading).
- (11) Work rosters will be posted in a readily accessible place and will indicate the starting and finishing times of the ordinary hours of work for each shift for each employee.
- (12) 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, except when the employee is replacing another employee who is on unplanned absence. If because of a change of shift or roster an employee works on a day which would have been rostered off, they will be paid at overtime for the time worked.
- (13) Employees may swap shifts or rosters with the agreement of their supervisor provided that this does not involve additional shift loadings or overtime.

Overtime

- (14) The University may require an employee to work a reasonable amount of overtime, unless the employee has reasonable grounds for not working the overtime.
- (15) The University will make all reasonable efforts to give at least 48 hours notice to an employee of any overtime to be worked.
- (16) 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 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
 - c. 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.
- (17) Overtime should be arranged so that, if reasonably practicable an employee will have 10 hours off between the work of 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,
- a. if an employee who works overtime would ordinarily commence work within 10 hours of finishing the overtime, they will not be required to report for work until they have had ten 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. if an employee who works overtime 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.
- (18) If an employee is instructed to work overtime on a day they would normally not have been required to work and on reporting for work finds that no work is available, they will be paid 3 hours overtime at the overtime rate for that day.
- (19) Each day's overtime is calculated separately to the nearest quarter of an hour.
- (20) If an employee agrees, instead of paying overtime the University may give an ongoing or fixed-term employee time off for a period equal to the hours which would have been payable. For example 4 hours overtime worked at double time is equal to 8 hours time off in lieu.

- (21) The maximum number of hours of time off in lieu of overtime payment that may be accumulated must not exceed 35 hours.
- (22) Time off in lieu of overtime must be taken at a time mutually agreed between an employee and their supervisor and within 3 months from the time the overtime was done, or payment at the appropriate overtime rate will be made. Time off in lieu of overtime will not be unreasonably refused by the University.
- (23) An employee 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 sub clause will not apply if it is customary for an employee to return for pre-arranged overtime or if the overtime is continuous (subject to a reasonable meal break) with the end or start of normal working time.

22. INDIGENOUS AUSTRALIAN EMPLOYMENT

- (1) During the term of the Agreement, the University will increase the employment of Indigenous Australians and increase the development opportunities for Indigenous Australians employed by the University as part of its commitment to reconciliation with Indigenous Australians.
- (2) The University will develop and implement a UWS Indigenous Australian Employment Strategy (refer to *Schedule 8*).

23. INTELLECTUAL FREEDOM

- (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 and to engage in community service without fear of harassment, intimidation or unfair treatment
 - d. to express unpopular or controversial views but this does not mean the right to harass, vilify or intimidate.
- (2) In the exercise of Intellectual freedom employees will support the University's Code of Conduct and will act in a professional and ethical manner.
- (3) An employee will not represent their individual opinions as being those of the University.

24. INTELLECTUAL PROPERTY

- (15) In consultation with employees, the University will develop and maintain an Intellectual Property policy.
- (2) In developing and maintaining the Intellectual Property policy the University will address the issues of appropriate participation for employees in the ownership and use of intellectual property which they create, including intellectual property arising from on line teaching and learning.

25. JURY SERVICE AND WITNESSES

- (1) If an ongoing or fixed-term employee is required to attend for jury service during their ordinary working hours, they will notify the University as soon as possible of when they are required. An employee will give the University proof of their attendance and the duration of their attendance on jury service. During their absence from work, an employee's salary will be paid but the employee will refund to the University any other payment they receive for attending as a juror except for any payment for meals, accommodation and/or travelling.
- (2) An ongoing or fixed-term employee subpoenaed, summonsed or called as a witness will notify the University of their required absence from work. During this absence, an employee's salary will be paid but the employee will refund to the University any other payment they receive for attending as a witness, except a payment for meals, accommodation and/or travelling. An employee required as a witness on behalf of the University or a witness in proceedings relating to the University, will be regarded as being on duty and will not receive witness fees.

26. LEAVE ENTITLEMENTS

Employees entitlements to leave will be as per *Schedule 6* of this Agreement.

27. MEAL ALLOWANCE

- (1) An employee required to work overtime will be paid a meal allowance in addition to any overtime payment if:
 - a. required to work overtime for more than 2 hours immediately after their normal finishing time, except if the overtime finishes before 6.00 pm
 - b. required to work overtime for more than 5 hours on a Saturday, Sunday or Public Holiday or on a rostered day off for an employee who works according to a roster which covers every day of the year
 - c. required to commence duty at or before 6.00 am being at least 1 hour before the employee's usual starting time.
- (2) The employee's entitlement to a meal allowance is regardless of whether or not a meal break is taken. Meal allowances paid by the University will be the same as those approved as reasonable in Australian Taxation Office rulings applicable during the term of the Agreement.

28. MEAL BREAKS

- (1) An employee will be allowed an unpaid meal break of not less than thirty minutes and not more than one hour for each meal as provided in *Schedule 5 UWS Flexible Working Arrangements for General Staff*.
- (2) If an employee is required by the University to work any part of their meal break, the time worked will count as part of their ordinary hours of work.
- (3) An employee will not be required to work more than 5 hours without an unpaid meal break, except if the employee works according to a roster they may, by agreement between the parties to the Agreement, take a paid break, provided they remain available for duty.

29. MISCONDUCT

- (1) The University may only take action against an employee for misconduct or serious misconduct under this clause.
- (2) If a matter involving misconduct has been dealt with in good faith under *Clause 46 Unsatisfactory Performance* of the Agreement it will not be necessary to follow this clause.

- (3) If the University considers there is a potential conflict of interest, the University may nominate an alternative Executive Dean/Head of School/University Executive member for the purposes of this clause.
- (4) An employee may choose to be accompanied by a work colleague or their representative to any counselling session or meeting held under this clause.
- (5) A supervisor will make all reasonable efforts to informally resolve instances of possible misconduct using discussion, guidance, counselling and/or staff development.
- (6) If a supervisor is unable to resolve instances of misconduct informally, they will refer the matter to the Executive Dean or Director for preliminary investigation.
- (7) If an allegation made against an employee involves research¹, the matter will be referred to the University member responsible for research (Research Executive member) for preliminary investigation.
- (8) If an allegation of serious misconduct is made against an employee, the matter will be referred immediately to the Executive Dean or Director for preliminary investigation.
- (9) "Serious misconduct" is:
 - a. serious misbehaviour of a kind which constitutes a serious impediment to an employee carrying out their duties or to a employee's colleagues carrying out their duties
 - b. serious dereliction of the duties required of an employee in their particular position; or
 - c. conviction by a court of an offence which constitutes a serious impediment to an employee carrying out their duties or to a employee's colleagues carrying out their duties.
- (10) If, following a preliminary investigation, the Executive Dean, Director or Research Executive believes an allegation of misconduct or serious misconduct warrants further action, they will notify the employee in writing describing the alleged misconduct in sufficient detail to allow the employee to understand the allegation and give the employee an opportunity to respond in writing within 10 working days.

Suspension

- (11) During an investigation of alleged serious misconduct, an employee may be suspended from duty with pay if there is a possibility of a risk to the health or safety of a person; or to the security, reputation, viability or profitability of the University's business; or of interference with evidence relevant to the investigation.
- (12) During an investigation of alleged serious misconduct, an employee may be suspended from duty without pay if the alleged misconduct amounts to conduct such that it would be unreasonable to require the University to continue employment during a period of notice, provided that:
 - a. if suspension without pay occurs at a time when the employee is on paid leave, they will continue to be paid for the period of leave
 - b. during suspension an employee may engage in paid employment outside the University or take any annual leave or long service leave.
- (13) If an employee has been suspended without pay, the University will do everything that is practically possible to expedite the procedures in this clause.

¹ 'Misconduct in research' is taken to mean fabrication, falsification, plagiarism, or other practices that seriously deviate from those that are commonly accepted within the scientific community for proposing, conducting, or reporting research. It includes the misleading ascription of authorship including the listing of authors without their permission, attributing work to others who have not in fact contributed to the research, and the lack of appropriate acknowledgment of work primarily produced by a research student/trainee or associate. It does not include honest errors or honest differences in interpretation or judgments of data. (Joint NHMRC / AV-CC Statement and Guidelines on Research Practice)

- (14) During a period of suspension from duty, an employee may be excluded from the University except for reasonable access to prepare their case and collect personal property.
- (15) Where an employee has been suspended without pay and after investigation the allegations are not sustained, any lost income will be reimbursed.

Response to allegation

- (16) If an employee denies allegations of misconduct or serious misconduct and the Executive Dean, Director or Research Executive member decides that there has been no misconduct or serious misconduct then they will advise the employee of this decision in writing within 10 working days of receiving the employee's denial.
- (17) If an employee denies allegations of misconduct or serious misconduct and the Executive Dean, Director or Research Executive member decides that there has been no misconduct but that the employee's conduct has been unsatisfactory, the Executive Dean, Director or Research Executive member may counsel the employee within 10 working days of receiving the employee's denial and take no further action.
- (18) If the employee admits that all of the allegations of misconduct or serious misconduct are true, then the matter will be referred to the University Executive member responsible for employment (Employment Executive member) who within 10 working days of the admission will:
 - a. issue a formal written warning that any repetition of misconduct will result in demotion or termination of employment;
 - b. demote the employee by one or more salary levels or increments and/or issue a formal written warning that further instances of misconduct may result in further demotion or termination of employment; or
 - c. in the case of serious misconduct only, recommend to the Vice Chancellor to terminate the employment of the employee with notice in accordance with this clause.
- (19) If an employee denies allegations of misconduct or serious misconduct in part or in full *or* does not respond to the allegations and the Executive Dean, Director or Research Executive member believes that there has been misconduct or serious misconduct, then they will refer the matter to the Employment Executive member. The Employment Executive member will within 10 working days of receiving the employee's denial advise the employee in writing that the matter will be referred to a Misconduct Committee unless the employee elects within 5 days of receipt of the advice to have it formally investigated.

Formal Investigation

- (20) A formal investigation will:
 - a. provide the employee with an opportunity to be interviewed
 - b. interview any person to establish the facts and any mitigating circumstances
 - c. consult any persons nominated by the employee
 - d. take into account any information relevant to the matter
 - e. give adequate opportunity to the employee or their representative to respond to the allegations and/or make submissions and/or challenge any evidence.
- (21) In a case involving an allegation of misconduct in research, the Research Executive member will nominate who should investigate the matter.
- (22) If, following a formal investigation of misconduct or serious misconduct, the Employment Executive member decides there has been no misconduct or serious misconduct then they will advise the employee of this decision in writing within 10 working days of the completion of the investigation and provide them with a copy of the investigation report and may, with the agreement of the employee, publish the advice in an appropriate manner.

Misconduct Committee

- (23) Where a matter is referred to a Misconduct Investigation Committee, the Committee shall be convened within 15 working days where possible. The Misconduct Investigation Committee shall consist of 3 members as follows:
- a. an employee of the University nominated by the University; and
 - b. a trained employee of the University who is nominated by the affected employee and who is drawn from a pool of employees selected through an expression of interest process determined by the staff-elected representatives of the Implementation Committee; and
 - c. an independent Chair selected by the Vice-Chancellor from a pool of Chairs. Chairs appointed under this clause shall have relevant experience and be independent.
- In instances of misconduct in research, the nominees do not have to be employees of the University.
- (24) The terms of reference of a Misconduct Committee will be to report on the facts relating to the alleged misconduct or serious misconduct, including whether any mitigating circumstances are evident.
- (25) A Misconduct Committee will:
- a. provide an opportunity for the employee to be interviewed and make submissions and present and challenge evidence regarding the allegations, including asking questions of anyone interviewed by the Committee
 - b. interview any person to establish the facts and any mitigating circumstances
 - c. conduct all interviews in the presence of the employee except in cases of alleged harassment, bullying or intimidation of a person, in which case that person may be interviewed by video
 - d. allow the employee and the University to choose to be assisted by an employee of the University or their representative
 - e. conduct proceedings as expeditiously and confidentially as possible, consistent with the need for fairness
 - f. take into account any other information relevant to the matter
 - g. keep a record of proceedings
 - h. provide a written report to the Employment Executive member with a copy to the employee as soon as possible following the conclusion of the proceedings.

Determination

- (26) The employee will be given 5 working days to respond to the report of the formal investigation or Misconduct Committee.
- (27) Having considered the report of the formal investigation or Misconduct Committee and the response of the employee and any mitigating circumstances, the Employment Executive member may within 10 working days:
- a. decide there has been no misconduct or serious misconduct and immediately advise the employee in writing and may, by agreement with the employee, publish the decision in an appropriate manner
 - b. decide there has been misconduct or serious misconduct, and
 - i. formally censure and/or counsel the employee; this may include issuing a formal written warning that if further instances of misconduct occur further action may be taken
 - ii. demote the employee by one or more classification levels or increments; this may include issuing a formal written warning that if further instances of misconduct occur further action may be taken
 - iii. recommend to the Vice-Chancellor the termination of the employment of the employee, provided that a decision to terminate the employment of the employee can only be made in instances of serious misconduct.
- (28) If a recommendation has been made to the Vice-Chancellor to terminate the employment of an employee for serious misconduct, the Vice-Chancellor on consideration of the matter may within 10 working days:

- a. refer the matter back to the Employment Executive member for other action; or
 - b. terminate the employment of the employee.
- (29) This clause in no way constrains the University from carrying out other or further investigations relating to the consequences of conduct of a employee or former employee when required in the public interest.
- (30) 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, but for this clause, would be competent to deal with the matter.
- (31) Nothing in this clause prevents or affects the procedures for the termination of employment of an employee on probation under *Clause 39 Probation* of the Agreement.

Notice of Termination of Employment

- (32) If the University terminates the employment of an employee for serious misconduct, the following formal notice of termination will be given to the employee:

<u>Period of continuous service</u>	<u>Period of notice</u>
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years completed service	4 weeks

or such greater notice as is provided for under the employee's contract of employment.

- (33) In addition to this period of notice, employees who are over 45 years of age at the time of the giving of notice and who have at least 2 years continuous service with the University will receive an additional one week of notice.
- (34) The University may terminate without notice the employment of an employee found to have engaged in conduct of a kind envisaged in Section 661(1)(c) of the Act such that it would be unreasonable to require the University to continue employment during a notice period.

30. MULTI-SKILLING

- (1) The University may direct an employee to do work and use equipment, as may be required within reason given the employee's existing skill base, provided that the employee has been properly trained and licensed and the skill competency levels required fall within the employee's classification level.
- (2) Any direction given by the University under this clause will be consistent with the University's responsibility to provide a safe and healthy working environment.

31. NOTICE ON RESIGNATION AND TERMINATION

- (1) An employee who wishes to resign must give the University at least 2 weeks notice unless the employee and the University agree otherwise. On resignation or termination of employment for any reason, the University will be entitled to deduct money owed by the employee as an employee to the University from any money owed by the University to the employee as an employee, except for money owed in lieu of annual leave.
- (2) Termination of employment will occur as provided in this Agreement.

32. OCCUPATIONAL HEALTH AND SAFETY AND FIRST AID

- (1) The University recognises its obligations under the *NSW Occupation Health and Safety Act 2000* and related legislation to provide a safe and healthy workplace and is committed to taking all appropriate measures to achieve this.
- (2) Where an employee is required to implement and monitor occupational health and safety compliance within their designated work area, these functions will be included in their position statement.
- (3) The responsibilities of elected occupational health and safety representatives will be taken into account by their supervisor when determining their workloads.
- (4) 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 at the rate specified under *Schedule 3* of the Agreement during the period of appointment, provided that they possess a current WorkCover accredited first aid qualification.

33. ON CALL ALLOWANCE

- (1) Because of the operational requirements of the University, some employees may be required to be rostered to be on-call to perform work outside their ordinary hours.
- (2) An employee who is rostered to be on call must be contactable and available to perform the work within a reasonable period of time. The employee may be able to do the work without having to return to their workplace.
- (3) Work performed while on call will be overtime.
- (4) An employee who is rostered to be on call will be paid a daily allowance as set out in *Schedule 3* of the Agreement in addition to any pay for work which might be performed by the employee while on call.
- (5) An employee who is rostered to be on call will not be paid an on call allowance if they were not available to work because of illness or other circumstances.
- (6) If there is any ongoing requirement for an employee to be rostered to be on call, this will be included in their position statement.
- (7) Rosters will be posted in a readily accessible place.
- (8) 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.
- (9) Employees may swap rosters with the agreement of their supervisor.

34. ORGANISATIONAL CHANGE

- (1) Security of employment is important for the University to function effectively and achieve its strategic goals and enhance quality. However, the parties to the Agreement recognise that change is a normal activity within the operational context of the University. The following processes shall be adopted when significant change is being proposed by the University.

- (2) Significant change may involve outcomes of the same level of consequence as, but not limited to, termination of employment (including redundancy); changes to the composition or size of the workforce; closure of a University work unit/s; significant changes to work practices, core duties and times and/or hours of operation of employees' work units; relocating employees to another campus; and a significant reduction in employment or significant adverse impact on employment opportunities (including redeployment).
- (3) For successful implementation of organisational change there needs to be consultation. Consultation means:
 - a. the sharing of relevant information with employees and their representative
 - b. that employees be given the opportunity to express their views and to contribute in a timely fashion
 - c. that the views of the employees are valued and taken into account by the University.
- (4) The University will consult employees directly affected by proposed organisational change, including those employees on leave or secondment. Employees are directly affected if the change is likely to have a significant impact on their work practices, working conditions or employment prospects.
- (5) Employees directly affected, may choose to have the advice, representation and support of their representative during consultation.
- (6) The University will develop a written change proposal using the template in *Appendix 7* if there is more than one ongoing or fixed-term employee directly affected by proposed organisational change.
- (7) The University may talk to employees about issues that might lead to the change before developing a change proposal.
- (8) If a change proposal involves a reduction in the number of ongoing employees, the University will seek to use the following measures to mitigate any negative consequences for employees directly affected:
 - a. natural attrition
 - b. voluntary conversion to a reduced employment fraction for a fixed period or on a continuing basis
 - c. voluntary transfer to another work unit
 - d. secondment
 - e. pre-retirement contracts
 - f. voluntary swaps of positions
 - g. voluntary leave without pay
 - h. taking of long service leave.
 Retrenchment will be used as a last resort after the University has explored the above options with the employees directly affected.
- (9) A change proposal will be sent to all employees directly affected, including those on leave or secondment, allowing at least 2 weeks for feedback.
- (10) As soon as practicable after the release of a change proposal, the University will consult with all employees directly affected, and, where chosen, their representative. Where possible, consultation will be in the form of face to face meetings.
- (11) Following consultation, and taking into account feedback from employees directly affected, the University will finalise the change proposal.
- (12) The University will distribute the final change proposal to all employees directly affected before implementing the proposal.

Restructuring

- (13) Where the University undertakes restructuring, the points from 14 to 21 of this clause will be followed in that order.
- (14) If a work unit is restructured and there are the same or fewer numbers of affected ongoing employees as there are substantially the same positions in the new structure, affected ongoing employees will be placed in these positions.
- (15) If a work unit is restructured and there are more affected ongoing employees than there are substantially the same positions in the new structure, the University may call for expressions of interest in redundancy from affected ongoing employees.
- (16) Within 20 working days of receiving an expression of interest in redundancy from an employee, the University will advise an employee in writing whether or not it is willing to offer them redundancy.
- (17) If voluntary redundancy is offered to an employee who expresses interest then the conditions under Redundancy in *Clause 41 Redeployment and Redundancy* of the Agreement will apply.
- (18) If after calling for expressions of interest in redundancy there are still more affected ongoing employees than there are substantially the same positions in the new structure, the University will fill the positions as a result of merit based selection from among the group of affected ongoing employees.
- (19) An affected ongoing employee who is not placed will become an eligible employee.
- (20) The University may place an eligible employee in a new or vacant position in the new structure if the position is suitable. A suitable position is one for which the 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 employee's previous position.
- (21) If an eligible employee agrees, the University may place them in a new or vacant position at a lower level in the new structure and they will have their salary maintained at the level of their previous position for 12 months, after which it will be reduced to the maximum salary step of the new or vacant position.
- (22) If there are 2 or more eligible employees being considered for placement in a suitable new or vacant position in the new structure, merit based selection will be followed to decide who will be placed.
- (23) An eligible employee who is not placed will become a displaced employee and the conditions in *Clause 41 Redeployment and Redundancy* of the Agreement will apply.

Relocation

- (24) If following the restructuring of their work unit an ongoing or fixed-term employee is placed in a position in the new structure at a different location from their previous position and this would mean an unreasonable increase in the travel to work or travel costs or an unreasonable impact on family responsibilities, then the University will consider any or all of the following relocation options if practicable:
 - a. voluntary swap with another employee in a similar position at a different location if the University agrees
 - b. flexible work practices such as working at the new location for an agreed number of days per week
 - c. working for a trial period in the new location with a review at the end of the trial period
 - d. telecommuting for a trial period from another location with a review at the end of the trial period

- e. combination of working in the new location and telecommuting from another location with a review at the end of the trial period
 - f. other options suggested by the employee, where chosen, their representative and the University.
- (25) Relocation options, other than a voluntary swap of positions, will be reviewed after 3 months and either confirmed or, if the option proves unworkable or the relocation remains unreasonable for the employee, then the affected employee will become a displaced employee.

35. PAY AND CAREER EQUITY

- (1) 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.
- (2) The University will report annually to all staff on the average pay levels of male and female employees at each classification level and outcomes of position reclassifications.
- (3) 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 staff.
- (4) The University will work towards achieving gender balance on University Committees and in activities relating to University governance and will report annually on progress to the Implementation Committee.

36. PAY RATES

- (1) Salaries will be increased by:
 - a. 1 per cent from the first full pay period after 31 October 2006
 - b. 4 per cent from the first full pay period after 1 January 2007
 - c. 3 per cent from the first full pay period after 31 March 2008.
- (2) *Schedule 1* of the Agreement sets out the salaries for an employee engaged full time in Levels 1-10 on certification and during the term of the Agreement, including the increases provided for by the Agreement.
- (3) An employee will be entitled to progress by annual increments to the top of the relevant salary level in *Schedule 1* of the Agreement, unless the increment is withheld in accordance with *Clause 46 Unsatisfactory Performance* or *Clause 29 Misconduct* of the Agreement.

37. PERSONAL REPORTS

No adverse report against an employee will be placed on their personal file unless they have first had the opportunity to answer the report, and that answer is filed at the same time with the adverse report. An employee may inspect their personal file and copy any documents from that file.

38. POSITION CLASSIFICATION AND BROADBANDING

Classification Methodology & Review

- (1) Every position at Salary Levels 1-9 will have a position statement developed within the context of the work unit describing a position's purpose, key functions, activities and various skills required as set out in the position descriptors in *Schedule 4* of the Agreement.

- (2) If a position is one of a group of like positions across an organisational area, then any changes to that position statement will be considered within the context of the whole group. The fact that a position is one of a group of like positions does not prevent that position from being considered for classification as a separate position.
- (3) The information in a position statement will be used by the University to classify a position according to the position descriptors in *Schedule 4* of the Agreement. Classification/reclassification will occur in a timely manner.
- (4) Classification will be undertaken by persons trained in formal classification processes, who are nominated by the Director, Human Resources.
- (5) An employee or their supervisor may at any time initiate discussions regarding the currency of the employee's position statement and classification level.
- (6) Where there is agreement between the employee and their supervisor that the position statement is inaccurate, it will be revised by them and submitted to their Executive Dean/Director.
- (7) If there is no agreement, the employee may then make a submission directly to their Executive Dean/ Director.
- (8) If the Executive Dean/ Director are of the view that the work needs to be done, and that a revised position description is accurate, the revised position statement will be forwarded to an authorised and trained person for consideration for reclassification.
- (9) The employee will be advised in writing of the outcome of their submission for reclassification by the Executive Dean/ Director, including the reasons for rejection.
- (10) A position will not ordinarily be reclassified within 12 months of its last reclassification review, unless a significant restructure of the work area has taken place.

Broadbanding

- (11) Broadbanding involves a position being assigned across more than one Salary Level, as described in *Schedule 4* of the Agreement, allowing for progression from one level to the next, if certain criteria are met.
- (12) The position statement for a broadbanded position will include a description of:
 - a. the range of duties and/or accountabilities for the position at each Salary Level, consistent with the descriptors in *Schedule 4* of the Agreement; and
 - b. the requirements to be met to progress to the higher Salary Level.
- (13) An employee appointed to a broadbanded position will be appointed to the Salary Level consistent with the range of duties and accountabilities to be undertaken, provided that the employee meets the relevant training/qualification requirements and/or experience and has the required knowledge and skills.

39. PROBATION

- (1) An ongoing employee or a fixed-term employee on a contract for more than a year may be engaged subject to probation.
- (2) Probation will be for an initial period of not more than 6 months. Where concerns about an employee's performance are identified, the initial period of probation may be extended by the University for a further period, provided that the total period is not more than 9 months.

- (3) At the mid point of the initial period of probation, a performance review will be conducted by an employee's supervisor to assess performance in terms of the employee's position statement, the University's standards of conduct and progress toward the meeting of any special conditions in the letter of appointment. As part of the review, a supervisor will meet with an employee to discuss the employee's performance. An employee will be given a copy of the review report and have the opportunity to discuss with their supervisor any problems that have been identified.
- (4) Before the end of the initial probation period, a supervisor will conduct a further review. As part of the review a supervisor will meet with an employee to discuss the employee's performance and any significant concerns and provide the employee with an opportunity to comment. The review report will include a recommendation about whether an employee's employment should be confirmed, terminated or probation extended for a further period to enable concerns identified in the report to be addressed. The employee must sign on the report that they have read and noted it. A copy of the report will be given to the employee.
- (5) If probation is extended there will be another review and report by the employee's supervisor before the end of the extended period. The employee must sign on the report that they have read and noted it. A copy of the report will be given to the employee.
- (6) Notwithstanding any other provision of the Agreement, the employment of an employee on probation may be terminated by the University at any time for serious misconduct with the employee being given an opportunity to respond to any allegations before a decision to terminate is made.
- (7) A recommendation in a review report to terminate employment must give reasons and be made to a person who has the delegated authority to terminate employment, but who is not the employee's supervisor.
- (8) If a review report recommends termination, an employee will be given 5 working days to respond to the recommendation and the employee will be given all documentation on which the supervisor has relied in making the recommendation.
- (9) If the employment of an employee on probation is to be terminated because of a review report recommendation, the employee will be given 2 weeks notice of termination.

40. PUBLIC HOLIDAYS

- (1) An employee, other than a casual employee, will be entitled to the following paid holidays: New Year's Day, Australia Day, Good Friday, Easter Sunday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day; any other day or days gazetted, proclaimed or substituted as Public Holidays for the State of New South Wales that apply to the Greater Western Sydney regional area; and a day between Christmas Day and New Year's Day in lieu of the Bank Holiday.
- (2) If a public holiday occurs on a rostered day off of an employee who works according to a roster, and they do not work on that day, they will be entitled to an additional day's leave to be taken at a time agreed between the employee and their supervisor. Instead of granting an additional day's leave the University may pay the employee an additional day's pay at their base rate of pay.

41. REDEPLOYMENT AND REDUNDANCY

Displaced Employees

- (1) Organisational change may result in an ongoing employee becoming a displaced employee because they are no longer able to be gainfully employed in the type of work in which they were engaged, provided that an employee is not displaced if there are minor changes to the job or where there are changes to duties in accordance with *Clause 30 Multi-Skilling* of the Agreement.
- (2) The University will advise an employee in writing if they are displaced, giving them details of their redundancy payment including taxation, together with their annual leave and long service leave entitlements.
- (3) The University will discuss with a displaced employee the options to elect to be considered for redeployment or to elect redundancy.
- (4) 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
 - c. job search and career transition management services.
- (5) If the University proposes transferring an employee from the University to another employer, the following conditions will apply:
 - a. no employee will be forced to transfer to another employer.
 - b. if an employee wishes to remain with the University, *Clause 41 Redeployment and Redundancy* of the Agreement will apply
 - c. if an employee wishes to move to an outside organisation the University will facilitate the move on a short term trial or secondment. The University will maintain the employee's conditions of employment as per the Agreement, during the period of the short term trial or secondment. The employee will have access to the Redundancy provisions of the Agreement following the conclusion of the short term trial or secondment.

Redundancy

- (6) Within 10 working days of receiving advice that they are displaced, an employee will advise the University whether they elect redundancy.
- (7) An employee who elects redundancy should seek independent advice on taxation and superannuation.
- (8) A displaced employee who elects redundancy will be entitled to:
 - a. payment equal to 20 weeks at their base rate of pay; and
 - b. payment equal to 3 weeks at their base rate of pay for each completed year of continuous service to a maximum of 60 weeks at their base rate of pay, or
 - c. where the employee is displaced as a result of outsourcing, payment equal to 4 weeks at their base rate of pay for each completed year of continuous service to a maximum of 60 weeks at their base rate of pay.
- (9) 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.

Redeployment

- (10) Within 10 working days of receiving advice that they are displaced, an employee may elect in writing to be considered for redeployment. Their election must include a curriculum vitae to assist in the redeployment process.

- (11) For 12 weeks from the date that a displaced employee elects to be redeployed, the University will try to identify a suitable position for redeployment (the redeployment period). A longer redeployment period may be agreed to by the University.
- (12) A displaced employee who elects redeployment and who:
 - a. is displaced through a decision by the University to outsource the work; and
 - b. is aged 45 years or over, or has in excess of 15 years continuous service with the University,
 shall be entitled an extra 4 week period of redeployment.
- (13) During the redeployment period a displaced employee may continue to work in their own work unit, and/or work temporarily in another work unit, and/or undertake training. They will be given reasonable paid time off work to attend job interviews or other job search activities.
- (14) A displaced employee who elects redeployment must not refuse a reasonable offer of redeployment or training. This does not mean that the employee will be required to accept redeployment to a position at a lower salary level or at reduced hours.
- (15) The University will keep a register of displaced employees and examine all vacant positions before advertising to determine whether there is a displaced employee suitable for appointment.
- (16) A displaced employee who has elected redeployment and who has the essential skills and qualifications to fill a suitable vacant position takes precedence over other persons in appointment to that position.
- (17) If there is more than one displaced employee being considered for a position, the University will decide which one best meets the position requirements based on their skills, qualifications and experience.
- (18) A displaced employee who accepts redeployment to a position at a lower Salary Level is entitled to maintenance of their previous salary level for a period of 12 months. At the end of this period their salary will be reduced to the maximum salary step of the new position.
- (19) A displaced employee seeking redeployment may also seek retraining to enable them to be redeployed to a specified position within the University.
- (20) The University is committed to providing reasonable time and resources for retraining.

Retrenchment

- (21) A displaced employee who has elected redeployment will not be retrenched if there is a body of work being performed by casual employee/s that could be reallocated to them as an ongoing full time or part time workload, provided that the displaced employee must be suitably qualified and have the capacity to perform the work and/or could be retrained within a reasonable period of time to perform the work.
- (22) If at the end of the redeployment period or period of retraining, a displaced employee who has elected redeployment is not redeployed, they will be retrenched and will be entitled to:
 - a. payment equal to 8 weeks at their base rate of pay
 - b. payment equal to 3 weeks at their base rate of pay for each completed year of continuous service up to a maximum of 60 weeks.
- (23) If a retrenched employee, as described in sub clause (22) above is displaced as a result of outsourcing, the following entitlements shall apply in lieu of the entitlements described in sub clause (22) above:
 - a. payment equal to 8 weeks at their base rate of pay. This payment shall be increased to payment equal to 10 weeks at their base rate of pay if the employee is aged 45 years or older, or has in excess of 15 years continuous service with the University

- b. payment equal to 4 weeks at their base rate of pay for each completed year of continuous service up to a maximum of 60 weeks.

Funding for Redeployment, Redundancy and Retrenchment

- (24) The funding for retraining, redundancy and retrenchment will be from a central University fund.
- (25) On redeployment, the salary and oncosts will not be borne by the employee's new operational unit for the first 6 months.

42. SALARY PACKAGING

- (1) The University and an ongoing or fixed-term employee may agree to salary packaging which means that the University will reduce the employee's salary under the Agreement and in lieu will pay for any of the following benefits:
 - d. superannuation, subject to the rules of the relevant Superannuation fund
 - e. child care for the employee's dependants, where childcare is being provided by the University, in a University owned or managed facility, or in another work based facility subject to rulings from the Australian Taxation Office that the payment for the benefits by the University does not attract fringe benefit or any other form of tax penalty.
- (2) The University may include additional benefits in salary packaging, provided that:
 - a. this will result in no cost to the University and, if necessary, be supplemented by an administration fee charged to the employee
 - b. the University will not incur any liability for benefits entered into under this sub clause
 - c. no laws, including all taxation laws and regulations, are breached
 - d. the University may outsource administration of any additional benefit to an external provider.
- (3) If an employee elects to receive a benefit under this clause, any award and contract of employment applicable to the employee and the University is varied as necessary so as to give effect to this clause. The employee will enter a written agreement which sets out the terms and conditions of their salary packaging.
- (4) If an agreement is made between an employee and the University under this clause, 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.
- (5) An agreement under this clause will terminate if the employee gives 8 weeks notice of an intention to withdraw from salary packaging.

43. SUPERANNUATION

The University agrees that for the term of the Agreement it will maintain the current arrangements for superannuation relating to access to Superannuation Schemes and contribution rates, as per the relevant Trust Deeds that are in effect at the date of lodgement of the Agreement to the extent permissible by relevant legislation.

44. TERMINATION OF EMPLOYMENT ON THE GROUNDS OF ILL HEALTH

- (1) If an ongoing or fixed-term employee's capacity to perform the duties of their office is in doubt because of ill health, the University may give them at least 2 months notice in writing to have a medical examination by a medical practitioner chosen by the University and at the expense of the University.

- (2) If before the medical examination the employee applies to their superannuation fund for ill-health retirement or temporary disability, they will not be required to have the medical examination.
- (3) If the University disputes a decision of a superannuation fund that an employee in receipt of a temporary disability benefit is capable of resuming work, the University may proceed in accordance with this clause.
- (4) A copy of a medical report made by the medical practitioner chosen by the University will be made available to the University and to the employee.
- (5) If a medical report states that an employee is unable to perform their duties and is unlikely to be able to resume them within a reasonable period of not less than 12 months, the University may terminate the employment of the employee in accordance with the notice required by the employee's letter of appointment or, if no notice is specified, a period of 6 months.
- (6) Within 14 days of a medical report being made available an employee, or, where chosen, a person acting on their behalf, may request the University not to terminate the employment of the employee until the findings of the medical report are confirmed or not by an occupational physician. If a request has been made the University will not terminate the employment of the employee unless and until the findings have been confirmed by an occupational physician. The occupational physician must be a registered member of the Australasian Faculty of Occupational Medicine and be agreed between the employee, or, where chosen, a person acting on their behalf, and the University. The occupational physician will be provided with a report from both the employee's practitioner and the practitioner who made the medical report for the University, before making their own assessment report.
- (7) In making an assessment as to whether or not an employee is unable to perform their duties and is unlikely to be able to resume them within a reasonable period, a medical practitioner or occupational physician will as far as possible apply the same standards as are used by the employee's superannuation scheme, if any, in determining qualification for the payment of a disablement pension or other similar benefit.
- (8) If an employee, except an employee who has applied to their superannuation fund for ill health retirement for temporary disability, does not have a medical examination within 3 months of a written notification by the University to do so, the University may terminate the employment of the employee, provided that the employee may ask for a review by an occupational physician. If the employee asks for a review by an occupational physician the University will not terminate the employment of the employee unless and until the occupational physician determines that the employee is unable to resume their duties and is unlikely to be able to fulfil them within a reasonable period of not less than 12 months.
- (9) Failure by an employee to comply with the requirements of this clause will not constitute misconduct and will not be subject to misconduct or serious misconduct procedures.
- (10) Before terminating the employment of an employee, the University may offer the employee the opportunity to resign.
- (11) These provisions will not displace or override the *NSW Workers Compensation Act 1987*.
- (12) This clause does not replace or undermine the University's obligation under the *Disability Discrimination Act 1992*.

45. TRAINEESHIPS

- (1) The University may employ eligible persons under a Supported Wage Arrangement or under a Traineeship Agreement registered with the NSW Department of Education and Training. The parties agree that the provisions of the Commonwealth Government's 'Supported Wage System: Guidelines and Assessment' will apply for the duration of the Agreement.

- (2) The trainees will be paid a proportionate amount relevant to the level of work required in accordance with *Schedule A*, taking into account periods away from work due to training.

46. UNSATISFACTORY PERFORMANCE

- (1) Unsatisfactory performance means performance of an employee's allocated duties at a standard less than is reasonable, considering the level and duties of the position and taking into account any factors which may impede the employee performing their duties at a satisfactory level.
- (2) If a matter involving unsatisfactory performance has been dealt with under *Clause 29 Misconduct* of the Agreement it will not be necessary to follow the procedures set out under this clause.
- (3) An employee may choose to be accompanied by a work colleague or their representative to any counselling session or meeting held under this clause.
- (4) A supervisor will make all reasonable efforts to resolve instances of unsatisfactory performance informally using discussion, guidance, counselling and/or staff development including directing the employee to undertake a program to assist in improving performance. A supervisor must give an employee an opportunity to respond to any concerns about the employee's performance.
- (5) If a supervisor is unable to informally resolve instances of unsatisfactory performance the supervisor will formally interview the employee (the first formal interview), giving the employee an opportunity to respond.
- (6) A record of the first formal interview with the supervisor will be made and given to the employee together with a document setting out:
 - a. the nature of the unsatisfactory performance
 - b. the specific areas that require improvement
 - c. the specific performance standard that is expected and how improvement will be measured
 - d. any support to be provided to assist the employee to reach the specific performance standard
 - e. the length of the review period, which will provide a reasonable opportunity for the specific performance standard to be met
 - f. the consequences of continued unsatisfactory performance.The employee may also have their comments recorded and placed on file. The documents will be removed from the file if the employee's performance improves to a satisfactory level within, or by the end of, the review period.
- (7) Before the commencement of the review period, an employee may request that the Executive Dean or Director determine whether the specific performance standard that is expected is reasonable.
- (8) If after the review period the supervisor determines that the specific performance standard identified in the first formal interview has been reached, the supervisor will advise the employee in writing.
- (9) If after the review period the supervisor determines that specific performance standard identified in the first formal interview has not been reached, the supervisor will make a written report to the Executive Dean or the Director describing the unsatisfactory performance and the record of attempts to remedy it. A copy of the report will be given to the employee who, within 10 working days, may respond in writing to the Executive Dean or the Director.

- (10) The Executive Dean or the Director, upon receipt of the supervisor's report and any response from the employee, will determine whether the process under this clause has been followed. If the process has not been followed the supervisor will recommence the process. If the process has been followed, then the Executive Dean or the Director will formally interview the employee (the second formal interview), giving the employee an opportunity to respond.
- (11) A record of the second formal interview with the Executive Dean or the Director will be made and given to the employee, together with a document setting out:
- a. the nature of the unsatisfactory performance
 - b. the specific areas that require improvement
 - c. the specific performance standard that is expected and how improvement will be measured
 - d. any support to be provided to assist the employee to reach the specific performance standard
 - e. the length of the second review period, which will provide a reasonable opportunity for the specific performance standard to be met
 - f. the consequences of continued unsatisfactory performance.
- The employee may have their comments recorded and placed on file.
- (12) If after the second review period the Executive Dean or Director determines that the specific performance standard identified in the second formal interview has been reached, the Executive Dean or Director will advise the employee in writing.
- (13) If the unsatisfactory performance continues to persist after the second review period, the Executive Dean or the Director will conduct a final formal interview with the employee, describing the nature of the unsatisfactory performance and give the employee an opportunity to respond. A record of the final formal interview with the Executive Dean or the Director will be made and given to the employee and the employee may have their comments recorded and placed on file.
- (14) Following the final formal interview the Executive Dean or the Director will provide a report to the University Executive member (responsible for employment) recommending disciplinary action.
- (15) Following consideration of the report (including comments recorded from the employee), the Executive member may then:
- a) take no further action
 - b) refer the matter back to the Dean and Supervisor to ensure that the disciplinary processes contained in Clause 46 have been complied with in substance and in a manner appropriate to the circumstances; or
 - c) recommend to the Vice-Chancellor disciplinary action, which is not limited to; however, may include the removal of duties and/or responsibilities for which they are paid an allowance, demotion by one or more salary levels or increments, or termination of employment.
- (16) The Executive member will advise the employee in writing of their recommendation in relation to disciplinary action. Following receipt of the Executive member's advice, the employee has 5 working days to submit, in writing, a request for a review of the process leading to the Executive member's recommendation.
- (17) If the Executive member receives from the employee, within 5 working days, a written request for a review of a recommendation to demote or terminate the employment of the employee, the Executive member will refer the matter to an Unsatisfactory Performance Review Committee (the Review Committee).

Unsatisfactory Performance Review Committee

- (18) The Review Committee will be convened within 15 working days where practicable and will comprise:
- a. an employee of the University nominated by the University

- b. a trained employee of the University who is nominated by the affected employee and who is drawn from a pool of employees selected through an expression of interest process determined by the staff-elected representatives of the Implementation Committee; and
 - c. an independent Chair selected by the Vice-Chancellor from a pool of Chairs. Chairs appointed under this clause shall have relevant experience and be independent.
- (19) The terms of reference of the Review Committee will be to report on whether the process set out in this clause has been followed.
- (20) A Review Committee will:
- a. provide an opportunity for the employee to be interviewed by it
 - b. interview any person to establish the facts as to whether the procedures referred to in this clause were followed
 - c. conduct all interviews in the presence of the employee or, where requested, the employee's representative and the University's representative
 - d. allow the employee and the University to choose to be assisted by an employee of the University or their representative
 - e. conduct proceedings as expeditiously and confidentially as possible, consistent with the need for fairness
 - f. ensure that the employee or, where requested, their representative and the University or, where requested, their representative have the right to ask questions of interviewees and to make submissions
 - g. keep a record of proceedings
 - h. provide a written report to the Vice Chancellor with a copy to the employee as soon as possible following the conclusion of the proceedings.
- (21) The employee will be given 5 working days to respond to the report of the Review Committee.
- (22) Having considered the report of the Review Committee and any response from the employee, the Vice-Chancellor may then decide to:
- a. take no further action and advise the employee in writing and may, with the their agreement, publish the advice in an appropriate manner
 - b. take action to remedy any procedural problem
 - c. take action to formally censure or counsel the employee or demote by one or more classification levels or increments, or terminate employment.
- (23) 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, but for this clause, would be competent to deal with the matter.
- (24) Nothing in this clause prevents the termination of employment of an employee under *Clause 39 Probation* of the Agreement.
- (25) Nothing in this clause prevents the Vice-Chancellor or the Executive member referring a question of possible unsatisfactory performance to a supervisor for appropriate action.

Notice of Termination of Employment

- (26) If the University terminates the employment of an employee for unsatisfactory performance, the following formal notice of termination will be given to the employee:

<u>Period of Continuous Service</u>	<u>Period of Notice</u>
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years completed service	4 weeks

or such greater notice as is provided for under the employee's contract of employment. In addition to this period of notice, employees who are over 45 years of age at the time of the giving of notice and who have at least 2 years' continuous service with the University will receive an additional one week of notice.

47. WORKLOADS

- (1) An employee's workload should be manageable within their ordinary hours of work, although from time to time reasonable overtime may be required to meet operational needs.
- (2) The Implementation Committee will monitor the provision of training for supervisors in managing the workloads of those employees for whom they are responsible.
- (3) Without disrupting the operation of their work unit, an employee should:
 - a. be able to use their flex time credits as set out in *Schedule 5*.
 - b. be able to take their annual leave within the limits imposed by the annual leave clause of the Agreement
 - c. not be required to work unreasonable overtime.

Part 3 – Schedules

SCHEDULE 1: RATES OF PAY

Annual Rates for Full Time Employees

LEVEL	Step	Rate from commencement of Agreement	03.11.06	12.01.07	31.03.08
1	1	\$33,286	\$33,619	\$34,964	\$36,013
	2	\$33,957	\$34,296	\$35,668	\$36,738
	3	\$34,635	\$34,981	\$36,380	\$37,471
2	1	\$35,644	\$36,000	\$37,440	\$38,563
	2	\$36,400	\$36,764	\$38,235	\$39,382
	3	\$37,161	\$37,533	\$39,034	\$40,205
	4	\$37,921	\$38,300	\$39,832	\$41,027
3	1	\$38,509	\$38,894	\$40,450	\$41,664
	2	\$39,689	\$40,086	\$41,689	\$42,940
	3	\$40,869	\$41,278	\$42,929	\$44,217
	4	\$42,047	\$42,468	\$44,167	\$45,492
4	1	\$42,387	\$42,811	\$44,523	\$45,859
	2	\$43,314	\$43,747	\$45,497	\$46,862
	3	\$44,239	\$44,682	\$46,469	\$47,863
	4	\$45,165	\$45,617	\$47,442	\$48,865
5	1	\$45,757	\$46,214	\$48,063	\$49,505
	2	\$47,272	\$47,745	\$49,655	\$51,145
	3	\$48,791	\$49,279	\$51,250	\$52,788
	4	\$50,307	\$50,810	\$52,842	\$54,427
	5	\$51,824	\$52,342	\$54,436	\$56,069
6	1	\$52,498	\$53,022	\$55,143	\$56,797
	2	\$53,761	\$54,298	\$56,470	\$58,164
	3	\$55,028	\$55,578	\$57,801	\$59,535
	4	\$56,291	\$56,854	\$59,128	\$60,902
7	1	\$57,555	\$58,131	\$60,456	\$62,270
	2	\$59,071	\$59,662	\$62,048	\$63,909
	3	\$60,587	\$61,193	\$63,641	\$65,550
	4	\$62,104	\$62,725	\$65,234	\$67,191
8	1	\$64,296	\$64,939	\$67,537	\$69,563
	2	\$66,657	\$67,323	\$70,016	\$72,116
	3	\$69,015	\$69,705	\$72,493	\$74,668
	4	\$71,375	\$72,089	\$74,973	\$77,222
9	1	\$74,409	\$75,153	\$78,159	\$80,504
	2	\$76,937	\$77,707	\$80,815	\$83,240
	3	\$79,462	\$80,257	\$83,467	\$85,971
10	1	\$79,463	\$80,258	\$83,468	\$85,972

SCHEDULE 2: APPRENTICE PAY RATES

Apprentices will be paid the following percentages of the annual salary of Level 3, step one as set out in *Schedule 1* of the Agreement

	Rate from commencement of Agreement	03.11.06	12.01.07	31.03.08
Year 1 – 45 per cent	\$17,329	\$17,502	\$18,202	\$18,748
Year 2 – 60 per cent	\$23,105	\$23,336	\$24,269	\$24,997
Year 3 – 75 per cent	\$28,882	\$29,171	\$30,338	\$31,248
Year 4 – 90 per cent	\$34,658	\$35,005	\$36,405	\$37,497

SCHEDULE 3: ALLOWANCES

First aid allowance – weekly rate

Rate from commencement of Agreement	03.11.06	12.01.07	31.03.08
\$10.20	\$10.30	\$10.71	\$11.03

Uniform/laundry allowance

For Security Officers, Attendants and House Officers
– rate per shift

Rate from commencement of Agreement	03.11.06	12.01.07	31.03.08
\$1.41	\$1.42	\$1.48	\$1.52

Protective/industrial clothing allowance

If clothing is regularly worn and if there no provision for laundering the clothing
– daily rate

Rate from commencement of Agreement	03.11.06	12.01.07	31.03.08
\$0.70	\$0.71	\$0.74	\$0.76

Indigenous Australian Language Allowance

The following allowances will be paid in accordance with *Clause 22 Indigenous Australian Employment* of the Agreement:

- a. \$1100.00 per annum for employees who are capable of using a minimal knowledge of language for the purpose of simple communication
- b. \$2201.00 per annum for a level of ability for the ordinary purposes of general business, conversation, reading and writing.

On Call Allowance

The following allowances will paid in accordance with *Clause 42 On Call Allowance* of this Agreement:

- a. \$10 a day from Monday to Friday
- b. \$15 a day on Saturday, Sunday, a Public Holiday or a rostered day off.

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 are 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.
Certificates I and II:	Courses that recognise basic vocational skills and knowledge, without a Year 12 prerequisite.
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.
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.

This dimension looks at how much of each of these 3 qualities applies at each classification level.

Typical Activities: 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 or
- b. completion of Certificates I or II or
- c. completion of 12 months at Level 1
- 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:

- a. assist a technical officer in operating a laboratory, including ordering supplies assist in setting up routine experiments
- b. monitor experiments for report to a technical officer
- c. assist with the preparation of specimens
- d. 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.
- 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 or
- b. completion of a Certificate IV with relevant work experience, or
- c. completion of a Trades Certificate and relevant experience and on the job training, or
- 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 school 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. or
- b. completion of an advanced diploma qualification and at least 1 years relevant work experience, or
- c. completion of a diploma qualification and at least 2 years relevant work experience. or
- d. completion of a Certificate IV and extensive relevant work experience, or
- 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 co-ordinating a team to provide an administrative service.

Typical Activities

In Technical Positions:

- a. develop new equipment to general specifications
- b. 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
- c. under broad direction, set up, monitor and demonstrate standard experiments and equipment use. Prepare reports of a technical nature.

In Library Technician Positions:

- a. perform at a higher level than Level 4, including:
- b. 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, e.g. 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:

- a. work as part of a research team in a support role
- b. provide a range of library services including bibliographic assistance, original cataloguing and reader education in library and reference services
- c. 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. or
- 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 school.

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, or
- 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 school

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 stand alone work or the supervision of others in order to achieve objectives. It may also involve the interpretation of policy which has an impact beyond the immediate work area.

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 school.
- 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 schools 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, or

- 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 (eg, to schools or Colleges) 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 Colleges or schools of medium complexity, taking into account the size, budget, number of locations, course structure, external activities and management practices within the College, school or equivalent 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; or
- 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 school or College 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 (eg, to schools or Colleges 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 College or more complex school, taking into account the size, budget, course structure, number of locations, external activities and management practices within the College/Schools or equivalent unit.

SCHEDULE 5: UWS FLEXIBLE WORKING ARRANGEMENTS FOR GENERAL STAFF

Purpose and Context

- (1) This arrangement is based on a commitment by the unions, general staff and the University to implement flexible working hours for the benefit of general staff and the achievement of the University's goals. It will facilitate the efficiency of the University and the services provided to students and the public and makes provision for staff to meet their personal commitments and needs.
- (3) This arrangement provides for:
 - a. greater flexibility in working hours to assist with workloads and meeting deadlines;
 - b. a fair recognition of the time worked
 - c. improvement in staff morale
 - d. a balance between work and personal lives
 - e. promotion of the University as a leader and model of excellence.
- (4) This schedule should also be read in conjunction with Clause 19 of the Agreement which provides for flexible work practices for general staff employees. The Flexible Working Arrangements supports social justice principles in recognising the need for reasonable adjustments for employees with carer's responsibility and/or with disabilities.
- (5) In organising the hours of work within a work area, supervisors and employees will balance organisational and individual needs in determining individual working arrangements.

Ordinary/Contract Hours

- (6) The daily contract hours of work for full-time staff are 7 hours a day, Monday to Friday inclusive.
- (7) The ordinary hours of work (exclusive of meal breaks) for full-time staff members are 140 hours per four week settlement period, or 35 hours per week, and, for part-time, their contracted hours per fortnight.
- (8) An employee may be allowed to work their ordinary hours at any time Monday to Sunday voluntarily to balance family and work demands without any overtime or shift penalty payments under the Agreement which might otherwise apply, subject to any arrangement being practicable in the context of the operational requirements of the University and with the prior written approval of the Executive Dean or Director of the work area.

Travel

- (9) The time an employee takes to travel from home to their home campus and return is not included in their hours of work. However, where organisational needs require the employee to travel to another campus, or other location, any time additional to their normal travel time shall be included as hours of work. Travel between campuses during the day is to be included as hours of work.

Standard Hours

- (10) Employees may elect, and advise their supervisor accordingly, to work their contracted 7 hour day, 35 hours per week and not take advantage of the accrual of hours provisions of the Agreement, however, once this election is made, approval is required from the supervisor to change to the flexible working hours scheme.

Flexible Hours of Work

- (11) The Flexible Working Arrangements allows employees to vary their daily starting and finishing times, within the bandwidth, in consultation with their work area supervisor and subject to organisational requirements, to meet personal needs. The supervisor, for this purpose, is the person with the delegated authority for approving leave and attendance for the employee concerned.
- (12) Participation in this arrangement shall be voluntary. Employees may elect to join or leave this arrangement at any time, in consultation with their supervisor.

Bandwidth

- (13) The bandwidth for hours of work is 7.00 a.m. to 6.00 p.m., Monday to Friday, subject to the provisions of clause 21(3) of the Agreement. This is the elapsed time between the earliest permissible starting time and the latest permissible finishing time. This means that time may be accrued during these hours. Employees may choose their daily starting and finishing times within the bandwidth, subject to the provisions of the Agreement. An employee must not work more than five hours without a meal break.
- (14) This arrangement recognises there are some categories of employees (for example Gardeners) whose operational start and finish times may put them outside the normal bandwidth provisions. These employees will not be disadvantaged by the introduction of the Agreement.
- (15) An employee who wishes to work a regular pattern of work outside the normal bandwidth provisions must seek the agreement of his/her supervisor and approval from the Executive Dean or Director of the work area. Approvals where granted are to be notified to the Director, Human Resources or nominee.

Core Time

- (16) The core time for hours of work is 9.30 a.m. to 3.30 p.m. This is the period during the day (excluding the lunch break) when employees are required on duty, unless on approved leave. Any absences during the core time period must be accounted for by flexi-leave, other approved leave or leave without pay.
- (17) This arrangement recognises that there are some categories of employees (for example Gardeners, as mentioned in the previous subsection), whose operational start and finish times may put them outside the core time provisions. These employees will not be disadvantaged by the introduction of the Agreement.
- (18) An employee who wishes to work a regular pattern outside the normal core time provisions must seek the agreement of his /her supervisor and approval from the Executive Dean or Director of the work area. Approvals where granted are to be notified to the Director, Human Resources or nominee.
- (19) In exceptional cases, for example urgent carer responsibilities, where an employee is unable to commence work until after the beginning of core time, or is unable to remain working until the end of core time, they should notify their supervisor as soon as possible and time lost will be debited against their time credits.

Lunch Break

- (20) A lunch break of at least one half hour and no more than two hours must be taken between 11.30 am and 2.30 pm with flexibility as to starting times and finishing times, subject to organisational needs. Substantial extension of the lunch break is subject to the approval of the employee's supervisor.

Settlement Periods

- (21) The hours of work system is based on four-weekly settlement periods commencing on the Friday after every second payday.

Time Credit

- (22) Where gainful work is available, employees may accrue work time in excess of 7 hours per day. Any amount of time worked above the contract hours is time credit unless it is paid overtime (see Overtime). At the end of a settlement period a maximum of 14 hours may be carried forward to the next settlement period. Time in excess of 14 hours will be forfeited. Where the employee has been directed not to take flexi-leave because of organisational needs, the untaken days may also be carried over to the next settlement period (see Carryover).

Time Debit

- (23) Any amount of time less than the contract hours worked in a settlement period is time debit. Time debit in excess of 14 hours at the end of each settlement period will be debited against annual leave or leave without pay as appropriate.

Carryover

- (24) A distinction is made here between the accrued hours that may be carried forward into the next settlement period and the flexi-leave that may, under the circumstances described below, be carried over to the next settlement period.
- (25) A maximum of 14 hours time credit may be carried forward into the next settlement period.
- (26) In exceptional circumstances, such as peak work periods, with the approval of the Executive Dean or Director of the work area, employee's may be directed not to take flexi-leave, for which time has been accrued, in a particular settlement period. In these cases, the flexi-leave (up to 2 days) may be carried over to the next period, on the condition that the supervisor and employee agree to a strategy to ensure that employee's reduce their accrued work time. Where carryover into the next settlement period has been approved, such carryover of accrued flexi-days is separate to the maximum permitted 14 hours carry forward referred to above.
- (27) Further details on carryover may be found under clause 28(j) and clause 28(k) of this schedule.

Flexi-leave

- (28) Flexi-leave is the taking of time credits worked under the hours of work system as agreed between the employee and the supervisor. The following procedures must be adhered to when accruing or taking flexi-leave:

- a. to allow for planning and organisational management, employees must obtain their supervisor's approval in advance when wishing to take flexi-leave. Employees cannot expect always to take their flexi-leave on a Friday or Monday. In the interest of ensuring the continued effective and efficient operation of the work area, other days of the week may be agreed on
- b. requests for flexi-leave will not be unreasonably refused
- c. a maximum of 2 days flexi-leave per settlement period may be taken, where organisational needs allow, with a maximum of 14 additional hours, debit or credit, able to be carried forward to the next settlement period. Flexi-leave is to be taken on an hour for hour basis and is not accrued at overtime rates
- d. flexi-leave may be taken in units of full days or half days in a settlement period, based on a 7-hour day. The needs of the organisational work unit must be taken into account when planning work and flexi-leave arrangements. Employees must ensure that leave proposals are discussed with their supervisor
- e. flexi-leave may be taken on consecutive days
- f. it is not necessary for employees to have a credit balance when taking flexi-leave
- g. when taking a half-day flexi-leave, at least 3 ½ hours must be worked before or after the taking of the flexi-leave, i.e. a period equal to half the employee's daily contract hours must be worked within the bandwidth, either before or after taking the half-day flexi-leave
- h. a half-day flexi-leave may be taken with a half-day annual leave, leave without pay, special leave, bereavement leave, family and cultural leave or study leave, so as to cover a full day's absence from duty
- i. supervisors must ensure that the employee is able to take their flexi-leave to a maximum of two days in each four-week settlement period in which the time is accrued. Time credits can only be taken as flexi-leave at a later time in accordance with the provisions detailed below
- j. supervisors must give reasonable notice when they request an employee not to take flexi-leave due to organisational demand. Where organisational demand prevents the taking of flexi-leave (up to the two days per settlement period) these hours (maximum additional 14 hours) may be carried over to the next settlement period. The employee will not lose the accrued flexi-leave but must be allowed to take the flexi-leave not allowed to be taken previously (up to the two flexi-leave days) in this next settlement period
- k. in exceptional cases where, because of organisational need, employees are not allowed to take flexi-leave in the next settlement period, a case must be made to the Director Human Resources, through the Executive Dean or Director of the work area, for the employee to carry over the untaken flexi-leave days (up to 2 days in each settlement period) to the following settlement period:
 - (i) if a supervisor informs an employee that they cannot take accrued flexi-leave, and they are still unable to clear these days over 2 consecutive periods due to organisational requirements, this time, up to 2 flexi-days per settlement period, will not be forfeited. Unless alternative arrangements have been made in accordance with the previous paragraph for the employee to continue to carry over the accrued flexi-leave for a further settlement period, the untaken flexi-leave (up to 2 days for each settlement period) will be paid out at ordinary time to the employee
- l. Where employees give notice of resignation or retirement they, in consultation with the supervisor, must clear all flexi-leave or credit hours. If the flexi leave or credit hours cannot be cleared, due to organisational needs, the hours will be paid out at ordinary time to the employee. Any debit hours will be charged against annual leave.

Time Records

- (29) A time-sheet must be completed by all general staff employees up to and including HEW Level 9. Electronic time-sheets are available for this purpose and the sheet is to be printed off at the end of each settlement period. The signed printed form must be submitted to the supervisor at the end of each settlement period and held for 6 years by the supervisor for audit purposes and to comply with the State Records Act.

Overtime

- (30) Clause 21(14) to (23) of the Agreement outlines the overtime provisions of the University. In relation to flexible working arrangements, employees who have the permission of the University to work flexible hours may work in excess or outside the prescribed ordinary hours of work in a day or a week subject to the limits specified from time to time by the University. Time worked to accumulate flexible credits or to extinguish debits will not attract overtime payments.
- (31) Overtime is not generally applicable for time worked inside the bandwidth period (i.e. 7.00 am to 6.00 pm) except for those employees who have elected to work standard hours.
- (32) However, where the University requires an employee to work over and above their agreed individual working arrangements overtime will be paid, even if this is within the bandwidth period.
- (33) Where there is a requirement for teaching support, which results in an employee being required to work hours in excess of the normal individual working arrangements, overtime will be paid for the excess hours, even if this is within the bandwidth period.

Time in Lieu

- (34) Time in lieu is a term that only applies to approved overtime where the University grants to the employee time off at overtime rates in lieu of the overtime payment. It does not refer to excess accumulated flexible hours.

Approved Leave and Public Holidays

- (35) When approved paid leave is taken or public holidays occur, the standard award hours in a day (i.e. 7 hours) are to be credited for each such day.
- (36) Employees may only claim time credits for a public holiday where it falls on a day that is their normal work pattern. Work pattern days are not to be varied to enable the employee to gain time credit for the public holiday.

Changed Arrangements

- (37) Where it is evident that individual employees are not able to work successfully within an agreed pattern, the supervisor will discuss the issue with the employee to resolve the matter.
- (38) Where there are changed organisational and operational requirements for the area of work, which may affect the hours worked by affected employees, the provisions of Clause 34 of the Agreement 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.

Shiftwork

- (39) Employees who work under set 5 or 7 day rosters receive the appropriate shift allowances and may accrue time in accordance with the shift roster.
- (40) 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 flexi-leave will not attract a shift penalty.

Monitoring and Review of the Agreement

(41) The Implementation Committee will monitor the operation of the arrangement.

Equity Issues

(42) The Equity and Diversity Unit is available to provide advice on anti-discrimination issues.

Disputes

(43) Disputes arising from the operation of this agreement will be dealt with under the provisions of Clause 5 of the Agreement.

SCHEDULE 6: LEAVE ENTITLEMENTS

ANNUAL LEAVE

Eligibility and Entitlements

- (1) An employee, except a casual employee or an employee who works according to a roster which covers every day of the year, will be entitled to 4 weeks annual leave at their base rate of pay for each 12 months of service in addition to any Public Holiday occurring during the period of annual leave.
- (7) An employee, except a casual employee, who works according to a roster which covers every day of the year, will be entitled to 5 weeks annual leave at their base rate of pay for each 12 months of service in addition to any Public Holiday occurring during the period of annual leave.
- (8) If an employee has been absent from work on leave without pay for more than 5 working days in total in any year (being a period of 12 months commencing on the anniversary of the date on which the employee commenced their current period of employment with the University), the absence will not count as service for the purpose of determining eligibility for annual leave in that year.
- (4) While an employee is on any form of leave on half pay, their accrual of annual leave will be half the ordinary rate.
- (5) Annual leave will accrue daily.
- (6) If an employee who is eligible for sick leave produces a satisfactory medical certificate that they had been incapacitated for a period of one week or more while on annual leave, the University will recredit the employee with an equivalent period of annual leave, provided that recredit will not be granted to an employee on annual leave immediately prior to retirement, resignation or termination of service.
- (7) If an employee is entitled to annual leave but before taking the leave their employment with the University ends, they will be entitled to be paid the value of the leave based on their salary at the end of their employment subject to the provisions of *Clause 20 Higher Duties Allowance* of the Agreement.
- (8) If an employee dies, the monetary value of all annual leave for which they were eligible at the time of death will be paid to the employee's estate.

Taking of Annual Leave

- (9) By agreement between the University and an employee, annual leave may be taken at any time in broken or unbroken periods, provided that the amount of annual leave taken does not exceed the employee's accrued entitlement.
- (10) An employee's application for annual leave may include any annual leave accruing between the first and last day of the period of annual leave.
- (11) The University, giving reasonable notice, may direct an employee to take annual leave when it is convenient to the working of the University, provided that as far as practicable the wishes of the employee concerned are taken into account when fixing the time for the taking of the leave and consideration is given to domestic need and fair allocation of leave during prime leave periods. Reasonable notice means not less than 4 weeks notice of the day on which the annual leave is to start but, if possible, at least 3 months notice in writing.

- (12) During each calendar year, an employee must take annual leave of at least 3 weeks in any approved pattern unless the employee has insufficient paid leave available. A deferral of this requirement may be approved by the University to enable an employee to take an extended period of annual leave, provided that 6 weeks leave is taken within 2 years.
- (13) Only in special circumstances, and with the written approval of the University, can an employee accrue more than 8 weeks annual leave.
- (14) If their annual leave accrual exceeds 8 weeks without approval, the University may give an employee, except for an employee who works according to a roster which covers every day of the year or an employee exempted by the University, 4 weeks notice in writing to take at least 2 weeks annual leave which must be taken consecutively. The period of notice may be extended if there are exceptional circumstances in the employee's work area at the time. The employee will not be credited with further annual leave after they have accrued 10 weeks annual leave, provided that the University has given the employee notice under this clause to take leave and the opportunity to take the leave.
- (15) An employee who has given written notice of their intended date of retirement will not be required to take annual leave within 12 months of that date.

ANNUAL LEAVE LOADING

- (1) An employee, except a casual employee or an employee who works according to a roster which covers every day of the year, will be entitled to an annual leave loading equivalent to 17.5 per cent of 4 weeks of the employee's base rate of pay for each full year worked.
- (2) An employee, except a casual employee, who works according to a roster which covers every day of the year will be entitled to 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 17.5 per cent 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, nor for leave in lieu of public holidays worked or falling on the employee's rostered day off.
- (3) Annual leave loading will be calculated on the employee's base rate of pay at the date the annual leave loading is paid.
- (4) The annual leave loading year commences on 1 December and concludes 30 November of the following year.
- (5) An employee, except an employee who works according to a roster which covers every day of the year, will be paid their annual leave loading by the last completed pay period before 25 December each year, or on retirement, resignation or termination except for termination for misconduct, based on the proportion of the leave loading year worked by the employee.
- (6) An employee who works according to a roster which covers every day of the year will be paid their annual leave loading when they proceed on leave or on retirement, resignation or termination except for termination for misconduct, based on the proportion of the leave loading year worked by the employee.

AUSTRALIAN DEFENCE FORCE RESERVES TRAINING LEAVE

- (1) An ongoing or fixed-term employee who serves in the Australian Defence Force Reserves will be granted leave in each calendar year of:
 - a. up to 16 calendar days on full pay for annual training
 - b. up to 16 calendar days on full pay for attendance at a school, class or course of instruction
 - c. up to 4 additional calendar 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.

- (2) If in the opinion of the University it would not be in the University's interest to grant an employee leave at a particular time, the University will grant leave at another time.
- (3) If an employee is required to take additional leave for Defence Force Reserves purposes the employee will be placed on annual leave, long service leave or leave without pay.

EMERGENCY SERVICES CALL OUT LEAVE

- (1) Any employee who is a member of a voluntary Emergency Services organisation which is an accredited organisation defined within the *State Emergency and Management Act 1989* as amended to assist in fire fighting or other forms of emergency assistance may be granted paid leave during an emergency declared by authority of the *State Emergency Services Act 1989*.
- (2) Reasonable paid leave may also be granted to undertake training required by the accredited organisation.
- (3) To be eligible for paid leave an employee must provide their supervisor with evidence of membership of the accredited organisation.
- (4) Where practicable an employee should inform their supervisor as soon as possible of their absence from work because they have been called to attend an emergency under the *State Emergency Services Act 1989*.

LONG SERVICE LEAVE

Eligibility

- (1) For all employees continuous service is service, without a break of more than 2 months on any one occasion, with the University.
- (2) For ongoing and fixed-term employees continuous service includes service, without a break of more than 2 months on any one occasion, with any other Australian higher education institution which grants transferability of service for long service leave purposes to employees employed under the Agreement and any entity of the University in which the University has more than a 50 per cent controlled interest, provided that:
 - a. if the employee has taken long service leave or is eligible to be paid or has been paid in lieu of long service leave by the releasing institution, they will not have an entitlement to leave for the period of service with the releasing institution for which leave has been taken or paid or for which there is eligibility for payment. However this period of service will be included as qualifying service for determining when the employee is eligible to take long service leave and the rate of accrual
 - b. there is not more than 2 months between the end of employment with a releasing institution and the beginning of employment with a receiving institution, however the period between the contracts of employment will not count in determining length of service
 - c. the employee will be required to serve at least 5 years with the University before taking long service leave or being paid in lieu on termination of employment, except that payment in lieu of long service leave 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
 - d. the employee is not appointed short term to the University, however if the employee is subsequently appointed to a longer term with the University then they will receive recognition of all prior continuous service.
- (3) In calculating service to establish long service leave entitlements:
 - a. any leave without pay will not count as service, except any period of leave-without pay up to 6 months will count as service after completing 10 or more years service but if a period of leave without pay is more than 6 months, the whole of the period of leave without pay will not count as service
 - b. any period of leave for service in the Australian Defence Force will count as service.

Entitlements

- (4) An employee will be entitled to long service leave as follows:
 - a. after 10 years continuous service: paid leave of 3 months at their base rate of pay or 6 months at half their base rate of pay and then a proportionate amount of leave on this basis for continuous service between 10 and 15 years
 - b. after 15 years continuous service: paid leave of 4.5 months at their base rate of pay or 9 months at half their base rate of pay and then 2.5 months at their base rate of pay or 5 months at half their base rate of pay for each completed 5 years of continuous service.
- (5) If an employee has completed at least 5 years but less than 10 years continuous service, and their employment is terminated:
 - a. by the University for any reason other than for serious misconduct
 - b. by the employee on account of illness, incapacity, or domestic or other pressing necessity
 - c. by the death of the employee; or
 - d. by the conclusion of an employee's second or subsequent fixed-term contract where the fixed-term employee seeks to continue the employmentthey will be entitled to a proportionate amount of long service leave at the rate of 3 months leave at their base rate of pay for 10 years continuous service.
- (6) If an employee is entitled to long service leave but before taking the leave their employment with the University ends, they will be entitled to be paid the value of the leave based on their salary at the end of their employment.
- (7) If an employee, who is eligible for paid sick leave, produces a satisfactory medical certificate that they had been incapacitated for a period of one week or more while on long service leave, the University will recredit the employee with an equivalent period of long service leave, provided that recredit will not be granted to an employee on long service leave immediately prior to retirement, resignation or termination of service.
- (8) If an employee dies, the monetary value of their long service leave entitlement will be paid to their personal legal representative, unless paid to the employee's estate.

Taking Long Service Leave

- (9) An employee who is entitled to long service leave may take all or part of it at the time of their choosing, if they give the University 6 months written notice, or the University agrees to a shorter period of notice.
- (10) If an employee has a long service leave entitlement of more than 4.5 months, the University may give them written notice to take up to 3 months leave, at a time convenient to the University, provided that:
 - a. the University must give an employee written notice of at least 12 months of the date on which leave must start
 - b. an employee cannot be required to take long service leave within 24 months of the 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 sub clause
 - 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 sub clause.

PARENTAL LEAVE

- (1) Parental leave consists of maternity leave taken by an employee in connection with her pregnancy or birth of her child; or adoption leave taken by an employee in connection with the adoption of a child; or foster parent leave for fostering a child on long term placement; or partner leave taken by an employee in connection with their partner's pregnancy or birth of their child (partner includes spouse, de facto spouse and partners of the same sex).

- (2) An employee should apply for parental leave at least 4 weeks in advance and supply evidence indicating the expected date of birth/placement. Any change to the approved leave requires at least 4 weeks notice. If an employee is unable to give the required notice, their entitlement to parental leave will not be affected.
- (3) An employee entitled to parental leave may in addition take any other form of leave to which they are entitled.

Maternity Leave

- (4) An employee (including a casual employee) who becomes pregnant is entitled to up to 52 weeks maternity leave. An employee may apply to the University for additional unpaid leave and other leave entitlements to a total of 104 weeks, which the University will not unreasonably refuse. This leave may be taken in a number of separate periods during the total period of leave.
- (5) If an ongoing employee or a fixed-term employee has completed at least 1 year of continuous paid service prior to the commencement of maternity leave, they will be entitled to be paid for up to 20 weeks of their maternity leave at their base rate of pay or 40 weeks at half their base rate of pay.
- (6) If an ongoing employee, or an employee on a fixed-term contract of at least 1 year, has less than 1 year of continuous paid service prior to the commencement of maternity leave, they will be entitled to a proportion of 20 weeks paid maternity leave. The proportion will be calculated on the basis of the employee's length of continuous paid service as a proportion of 1 year.
- (7) The total period of maternity leave will not exceed 52 weeks from the date of commencement of the leave, but may be taken in a number of periods during the 52 weeks.
- (8) An employee may commence maternity leave at any time from 12 weeks prior to the expected date of birth of her child.
- (9) If an employee is unable to work because of an illness associated with her pregnancy, she may take any leave to which she is entitled. In the event of a miscarriage, the employee may take any sick leave to which she is entitled.
- (10) An employee who is entitled to paid maternity leave and whose child is stillborn or dies shortly after birth, is entitled to up to a total of 20 weeks paid leave (or pro rata for employees with less than 1 year's continuous service) including any paid maternity leave already taken. A medical certificate must be provided.
- (11) If the contract of a fixed-term employee on maternity leave expires before she has used all paid maternity leave, she will be entitled to be paid the balance as a lump sum. This entitlement will not extend the period of the fixed-term contract.

Adoption Leave

- (12) An ongoing employee or a fixed-term employee who is the primary care giver is entitled to up to 52 weeks adoption leave to care for a child whom they adopt, other than a child who has been living with their partner or with them continuously for 26 weeks or more. An employee may apply to the University for additional unpaid leave and other leave entitlements to a total of 104 weeks, which the University will not unreasonably refuse. This leave may be taken in a number of separate periods during the total period of leave. Adoption leave may be taken by either parent, except that if both parents are university employees, one employee's paid leave entitlement will be reduced by the paid adoption leave taken by the other parent in relation to the same child.

- (13) If an ongoing employee or fixed-term employee has completed at least 1 year of continuous paid service prior to the commencement of adoption leave, they will be entitled to be paid for up to 20 weeks of their adoption leave at their base rate of pay or 40 weeks at half their base rate of pay.
- (14) If an ongoing employee, or an employee on a fixed-term contract of at least 1 year, has less than 1 year of continuous paid service prior to the commencement of adoption leave, they will be entitled to a proportion of 20 weeks paid adoption leave. The proportion will be calculated on the basis of the employee's length of continuous paid service as a proportion of 1 year.
- (15) Adoption leave may commence immediately prior to the date of placement of the child being adopted.
- (16) After adoption leave, an employee on their return to work may work reduced hours during a period of up to 2 years from the commencement of adoption leave.

Return to Work after Parental Leave

- (17) An employee entitled to paid maternity or adoption leave, who returns to work full time or on the same part time arrangement as prior to taking leave within 12 months of commencing the leave, will be entitled to a phased return to work. If engaged full time the employee may be absent on pay for up to 1 day per week (or 20 per cent of their ordinary hours) in the following 30 weeks, or pro rata for an employee engaged part time. Before the employee returns to work, the employee and their supervisor will agree on the arrangements for taking the leave that recognise the needs of the employee and the work area.
- (18) After maternity or adoption leave an employee who is entitled to return to work may work reduced hours during a period of up to 2 years from the commencement of maternity leave. The employee may also apply for an additional defined period of reduced hours of work that the University will not unreasonably refuse.
- (19) An ongoing employee who returns to work after maternity or adoption leave is entitled to return to the position they held immediately before they went on leave. If an ongoing employee was transferred, at her request, to a different position because of her pregnancy, she is entitled to return to her original position. If their position is to be deleted or significantly changed while they are on maternity or adoption leave, an employee will be entitled to return to a position at the same level on the same campus. If such a position cannot be found, the employee will be entitled to the provisions of *Clause 34 Organisational Change* of the Agreement.
- (20) A fixed-term employee who returns to work after maternity or adoption leave is entitled to return to the position they held immediately before they proceeded on leave for the residual period of the contract.
- (21) The University will not deny a casual employee re-employment because they are pregnant or have been absent on maternity or adoption leave.
- (22) A nursing mother returning to work after maternity leave will be entitled to paid lactation breaks. The University will provide employees who are nursing mothers with access to suitable nursing facilities.

Foster Parent Leave

- (23) If an ongoing employee or a fixed-term employee is the primary care giver of a foster child on long term placement, and they have completed at least 1 year's continuous paid service with the University immediately prior to the commencement of the leave, they will be entitled to up to 6 weeks leave paid at their base rate of pay for a child younger than 5 years of age or 3 weeks for a child 5 years of age or over.
- (24) Foster parent leave may commence from the time that the child enters an employee's care.

Partner Leave

- (25) An ongoing or fixed-term employee, who has completed at least 1 year's continuous paid service, is entitled to up to 2 weeks partner leave paid at their base rate of pay for the birth or adoption of their child and, if they are the primary carer of their child but are not entitled to maternity leave, up to an additional 50 weeks unpaid partner leave. A casual employee shall be entitled to partner leave in accordance with the Australian Fair Pay and Conditions Standard.
- (26) An employee may apply for an additional 6 weeks unpaid partner leave for the birth or adoption of their child, which the University will not unreasonably refuse, which may be taken at the same time as any leave taken by the primary carer of the child.
- (27) Following a period of partner leave an employee, giving 4 weeks notice, may apply to return to work on reduced hours for a defined period.

Parental Leave Payment and Service

- (28) Any public holidays occurring during a period of paid parental leave will be paid in addition to the paid parental leave.
- (29) An employee on parental leave may elect to be paid as a lump sum at the commencement of the leave.
- (30) Paid parental leave will count as service for the accrual of annual leave.
- (31) Except in the case of an employee who has completed 10 years service, any period of unpaid parental leave will not count as service for long service purposes but will not break continuity of service for the purposes of long service leave. Where the employee has completed 10 years service, unpaid parental leave will count as service provided such leave does not exceed 6 months in which case the whole period of unpaid leave will not count as service.
- (32) Unpaid maternity leave will count as service for incremental progression.
- (33) Paid parental leave will count as service for incremental progression.

PERSONAL LEAVE

- (1) An employee, other than a casual employee, is entitled to up to 6 days leave without loss of pay in any 12 month period and may also use up to a maximum of 5 days of their sick leave in any 12 month period:
 - a. to meet family, cultural, religious or special needs
 - b. to care for a dependent or a member of their immediate family
 - c. on account of the death of a member of their immediate family.
- (2) An Indigenous Australian employee other than a casual employee is entitled to up to 5 days leave without loss of pay in any 12 month period to participate in cultural/ceremonial activities.
- (3) An Indigenous Australian employee, other than a casual employee, is entitled to up to a maximum of 10 days unpaid leave in any 12 month period for the purpose of fulfilling cultural/ceremonial obligations.
- (4) "Immediate family member" means:
 - a. a spouse or former spouse of the employee, a de facto spouse, or former de facto spouse (de facto spouse includes partners of the same sex)
 - b. child or an adult child (including an adopted/foster child, a step child or an ex nuptial child), parent, parent-in-law, grandparent, grandchild or sibling of the employee or spouse of the employee
 - c. a member of the employee's household.

SICK LEAVE

- (1) An employee, except a casual employee, who is unable to work because of personal illness or incapacity, who is not receiving workers' compensation benefits for that illness or incapacity, will be entitled to take sick leave.
- (2) An employee will accrue paid sick leave on a daily basis at the rate of 15 days a year. Untaken paid sick leave will accumulate from year to year. An employee engaged part time will receive sick leave entitlements pro rata.
- (3) Sick leave balances will be recorded on an employee's pay statement.
- (4) An employee must provide the University with a medical certificate about the nature of their illness or incapacity:
 - a. in their first 3 months of service
 - b. when the employee is absent for more than 3 consecutive working days.
- (5) If an employee has been absent on more than 5 occasions in any 12 month period without a medical certificate, the University may notify the employee that they must produce a medical certificate for all sick leave absences for a period of 12 months from the date of notification.
- (6) An employee absent from work because of personal illness or personal incapacity will, as far as is practicable inform the University of their inability to attend for work, within 24 hours of the start of the absence and state the estimated duration of the absence. The University will protect the privacy and maintain confidentiality of information given by an employee.
- (7) If an employee has exhausted all paid sick leave entitlements, they may use part or all of their accrued annual leave or long service leave entitlement.
- (8) 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. The employee must provide the University with a medical certificate about the nature of their illness or incapacity. Periods of unpaid sick leave will count as service for all purposes.

LEAVE WITHOUT PAY

- (1) An employee, except a casual employee, may apply for leave without pay if they have completed at least 18 months full time continuous service with the University. The University may waive this qualifying period in cases of pressing personal or domestic hardship.
- (2) An employee may apply for leave without pay for:
 - a. personal reasons
 - b. career breaks
 - c. short term absences for family and community responsibilities not provided for under the *Schedule 6 – Personal Leave* of the Agreement
 - d. professional development.
- (3) The granting of any extended leave without pay will be dependent on prior satisfactory service.
- (4) Leave without pay may not be granted if it will unduly disrupt the operations of the employee's work unit.
- (5) Leave without pay must not be used by an employee to generally explore employment opportunities outside the University and an employee will be expected to return to work at the end of their leave.
- (6) The maximum period of leave without pay will be one calendar year. However, in special circumstances, the University may extend the period for up to one further year.

- (7) An employee must notify the University of any change in the circumstances for granting the leave that occur during the period of the leave. The University may then require the employee to return to work but the employee will not have any automatic right to return to work, prior to the end of the agreed leave without pay period. If the University requires the employee to return to work prior to the end of the agreed leave without pay period the University will give the employee at least 4 weeks notice.
- (8) Leave without pay of more than 5 days, except for leave without pay for service with the Australian Defence Force Reserves, does not count as service in calculating the length of an incremental period.
- (9) Leave without pay of more than 5 days in any period of 12 months, except for service with the Australian Defence Force Reserves, does not count as service for annual leave or sick leave entitlements.

SCHEDULE 7 – ORGANISATIONAL CHANGE PROPOSALS

- (1) A change proposal will cover:
 - a. Type and nature of change
 - b. Reason for the change
 - c. Current staffing profile and/or current location
 - d. Proposed staffing profile
 - e. Impact on employees in the affected work unit
 - f. Evidence to support a case for outsourcing
 - g. Any impact on employees in another work unit
 - h. Any health and safety implications
 - i. Any equity implications
 - j. Any impact on students
 - k. Budgetary impact
 - l. Proposed implementation plan, including indicative timeframes.

- (2) The Implementation Committee will develop a standard template for change proposals.

SCHEDULE 8 – INDIGENOUS AUSTRALIAN EMPLOYMENT STRATEGY

- (1) The University will develop and implement an Australian Indigenous Employment Strategy with the aim of improving the employment and participation of Indigenous Australians at all levels of the University, both within the Indigenous Australian program unit and across the University, through effective measures for employees recruitment, development, support and retention; participation of Indigenous Australian employees in cultural/ceremonial activities; recognition of Indigenous Australian culture and the existence of an Indigenous Australian program unit within the University.
- (2) The Indigenous Australian Employment Strategy Consultative Committee will monitor the implementation of the Indigenous Australian Employment Strategy and report to the Indigenous Australian Advisory Council.
- (3) The Committee will include as part of its membership:
 - a. the University Executive member with responsibility for Indigenous Australian employment
 - b. the Director of the Indigenous Australian program unit
 - c. the Indigenous Australian Employment Director
 - d. 1 academic and 1 general employee elected representative from the Staff Liaison Committee
 - e. 2 Indigenous Australians who work for the University (1 academic and 1 general employee) elected by the Indigenous Australians who work for the University
 - f. 2 nominees of the Indigenous Australian community.Membership from (d) to (f) above will be renewed on a bi-annual basis.
- (4) The Employment Strategy will incorporate:
 - a. development of agreed targets for employment initiatives aimed at ensuring that the percentage of Indigenous Australian employees across the University, including at senior levels, is no less than the percentage of Indigenous Australians in the general population
 - b. development of a series of performance indicators for the employment strategy which address:
 - (i) professional and career development opportunities
 - (ii) the classification and levels of positions occupied by Indigenous Australian employees as compared to positions occupied by non-Indigenous Australian employees
 - (iii) retention and promotion of Indigenous Australian employees
 - c. annual review of the numbers of Indigenous Australian employees compared to the targets developed in order to assess progress and develop further measures to give effect to the Indigenous Australian Employment Strategy
 - d. a definition of “self determination” for Indigenous Australians and how it will apply to Indigenous Australian employees at the University, developed by the members of the Indigenous Australian Employment Strategy Consultative Committee for approval by the Board of Trustees
 - e. a University wide cultural awareness training program giving priority to the delivery of the training in work units with existing Indigenous Australian employees and in conjunction with the appointment of Indigenous Australian employees
 - f. a program of Indigenous Australian traineeships
 - g. Individual professional development plans for Indigenous Australian employees, developed in consultation with their supervisor and, where requested, the Indigenous Australian Employment Director.
Supplementary funding for development programs will be provided through the Indigenous Australian Employment Strategy.
- (5) The University will require, and provide support for all employees to respect and work within the guiding principles of the Employment Strategy, which will include the principles of:
 - a. respect and consideration for the cultural, social and religious systems practised by Indigenous Australians
 - b. recognition that Indigenous Australian knowledge provides a significant contribution to all other bodies of knowledge
 - c. acknowledgement of the scholarship that Indigenous Australian employees bring to the University

- d. acknowledgement that participation of Indigenous Australian in cultural or ceremonial activities enhances the effectiveness of Indigenous Australians as employees
 - e. recognition that a supportive working environment for Indigenous Australians requires the redress of past social injustice, exploitation and employment inequity
 - f. facilitation and encouragement of direct involvement of Indigenous Australian employees in determining their own career strategies, goals and objectives, in consultation with their supervisors.
- (6) The University is committed to a regular review of policies that will include Indigenous Australian employees in the consultation process, and ensure that the policies address the specific backgrounds and needs of Indigenous Australian employees and recognise the importance of Indigenous Australian knowledge, learning and community links.
- (7) The University recognises that “Aboriginality” is a genuine occupational qualification and that an Indigenous Australian employee can most effectively provide specific services to Indigenous Australians and advise about Indigenous Australian culture and people. The University will:
- a. identify positions that are established to recruit, support, educate and/or provide services to Indigenous Australian students and recruit Indigenous Australians into those positions
 - b. take all possible steps to provide for all positions in the Indigenous Australian program unit to be filled by Indigenous Australians within the term of the Agreement
 - c. appoint a senior employee to facilitate the implementation of the Indigenous Australian Employment Strategy.
- In implementing these actions the University will ensure that employees will not suffer disadvantage in relation to their employment.
- (8) Any committee established for the selection of an identified position, or for the assessment of an existing Indigenous Australian employee for any purpose, will aim for at least 50 per cent Indigenous Australian membership.
- (9) Leave for Indigenous Australian employees to participate in cultural/ceremonial activities is provided under *Schedule 6 – Personal Leave* of the Agreement.
- (10) In recognition of the increased effectiveness and productivity of employees proficient in Indigenous Australian languages, an employee who is required to use Indigenous Australian language in the course of their employment will be paid an Indigenous Australian Language allowance as set out in *Schedule 3* of the Agreement. Indigenous Australian language will mean a recognised proficiency in any one of the Australian Aboriginal or Torres Strait Islander languages.
- (11) The following allowances will be paid in accordance with *Clause 22 Indigenous Australian Employment* of the Agreement:
- a. \$1100.00 per annum for employees who are capable of using a minimal knowledge of language for the purpose of simple communication
 - b. \$2201.00 per annum for a level of ability for the ordinary purposes of general business, conversation, reading and writing.

PART 4 – Signatories to the Agreement

Signed for and on behalf of the University of Western Sydney by its authorised representative

Signed:

Professor Janice Reid
Vice-Chancellor
University of Western Sydney
Locked Bag 1797
Penrith South DC NSW 1797

Date: ____/____/____

Witnessed by:

Signature of witness: _____

Name of witness (print) : _____

Address of witness (print): _____

Date: ____/____/____

Signed for and on behalf of the National Tertiary Education Industry Union (NTEU) by its authorised representative:

Signed:

Graham McCulloch
National Secretary
PO Box 1323
South Melbourne Vic 3205

Date: ____/____/____

Witnessed by:

Signature of witness: _____

Name of witness (print): _____

Address of witness (print): _____

Date: ____/____/____

Signed for and on behalf of the Community & Public Sector Union (SPSF Group, NSW Branch CPSU by its authorised representative:

Signed: _____

Date: ____/____/____

Witnessed by:

Signature of witness: _____

Name of witness (print): _____

Address of witness (print): _____

Date: ____/____/____