



Enterprise Bargaining Meeting 2

Wednesday 15 March 2017

10am – 4.00pm

Building EB, Boardroom (EB.2.23), Parramatta South campus

Attendees:

Professor Denise Kirkpatrick (Chair)

Professor Gregory Kolt

Professor Kevin Dunn

Susan Hudson

Natasha Maiolo

Clare Bockmann

Sonya O'Shanna (notes)

Dr David Burchell (NTEU)

Tamara Talmacs (NTEU)

Dr Terri Mylett (NTEU)

Rohan Giles (NTEU)

Leslie Cowles (NTEU)

Scott Pendlebury (CPSU)

Jen Mitchell (CPSU)

Lorraine Fordham (CPSU)

Carmel Votano (CPSU)

Michael Reolon (CPSU)

Agenda

1. Welcome – Professor Kirkpatrick
2. Clauses for negotiation:
 - a. Flexible hours of work scheme
 - b. Annual leave
 - c. Personal leave
 - d. Sick leave
 - e. Long service leave
 - f. Parental leave
 - g. Leave without pay
 - h. Domestic violence support
 - i. Union Representation
3. Next meeting

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EB MEETING 2: HIGH PERFORMANCE CULTURE

15 MARCH 2017

Flexible hours of work scheme

Annual leave

Personal leave

Sick leave

Long service leave

Parental leave

Leave without pay

Domestic violence support

Union Representation

Professional Staff Agreement – current clause 32

1. FLEXIBLE HOURS OF WORK SCHEME

- (a) This clause does not apply to casual Employees.
- (b) This clause should be read in conjunction with the *Flexible Hours of Work Scheme for Professional Staff Policy* (“**Flexible Hours of Work Scheme Policy**”).
- (c) Flex leave is the taking of time credits accrued under the Flexible Hours of Work Scheme Policy as agreed between an Employee and their Supervisor.
- (d) In normal circumstances, an Employee may take up to 14 hours (or 2 days) of flex leave per four-week settlement period (commencing on the Friday following every second pay day), subject to organisational needs.
- (e) At the end of a settlement period, an Employee may carry forward a maximum of 14 hours’ time credit to the next settlement period.

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Professional Staff Agreement – current clause 33

Academic Staff Agreement – current clause 27

1. ANNUAL LEAVE

(a) ~~This clause does not apply to casual Employees.~~

1.1 Entitlement

(a) ~~Employees are entitled to 4 weeks of annual leave at their Base Rate of Pay per year of service, accrued on a daily basis.~~

(b) ~~An Employee who works according to a roster that covers every day of the year is entitled to an additional 1 week of annual leave at their Base Rate of Pay per year of service, accrued on a daily basis.~~

(c) ~~Annual leave is in addition to any Public Holiday occurring during the period of leave.~~

(d) ~~Annual leave accrues at half the ordinary rate whilst an Employee is on any form of leave on half pay.~~

(e) ~~If an Employee who is eligible for sick leave produces a satisfactory medical certificate that they had been ill or injured whilst on annual leave, the University will:~~

(i) ~~re-credit the Employee with an equivalent period of annual leave; and~~

(ii) ~~deduct an equivalent period of sick leave.~~

1.2 Taking annual leave

(a) ~~Annual leave will be taken at times agreed between an Employee and their Supervisor.~~

(b) ~~During each calendar year, an Employee must take at least 15 days of annual leave unless the Employee does not have sufficient leave accrued. The University may defer this requirement on a case by case basis.~~

(c) ~~If an Employee has accrued more than 30 days of annual leave, the University may direct the Employee in writing to take up to one-quarter of the Employee's accrued leave entitlement at a time mutually convenient to the Employee and the University, but not more than 3 months from the date on which the direction is given.~~

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

1.3 Christmas/New Year shutdown

(a) ~~If the University shuts down in the week of 25 December and the week of 1 January, the University may direct an Employee to take annual leave on working days that fall during the shutdown, other than days that are:~~

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- (i) ~~Public Holidays~~ and/or
 - (ii) Concessional Day(s) granted by the University.
- (b) Employees who are directed to ~~work~~ on a Concessional Day(s) will be entitled to take the day(s) at other times approved by their Supervisor.

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Professional Staff Agreement – current clause 35

Academic Staff Agreement – current clause 29

1. PERSONAL LEAVE

(a) This clause does not apply to casual Employees.

(b) For the purposes of this clause, "Immediate Family" means:

- (i) 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);
- (ii) 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; or
- (iii) a member of the Employee's household.

1.2 Entitlement

(a) An Employee is entitled to up to 6 days of paid personal leave per calendar year, and may also use their accrued sick leave entitlement;

- (i) to meet family, cultural, religious or special needs in accordance with the NSW Premier's List of Days of Religious Significance for Multicultural NSW;
- (ii) to care for a dependent or a member of their Immediate Family or household who requires care or support due to personal illness or injury or an unexpected emergency affecting the family member; or
- (iii) on account of the death of a member of their Immediate Family or household.

(b) An Aboriginal and Torres Strait Islander People Employee is also entitled to:

- (i) up to 5 days of paid leave per calendar year to participate in cultural/ceremonial activities; and
- (ii) up to 10 days of unpaid leave per calendar year to fulfil cultural or ceremonial obligations

1.3 Notice and evidence requirements for personal leave

(a) An Employee must give notice to the University of the Employee's intention to take personal leave. Such notice:

- (i) must be given to the University as soon as practicable; and
- (ii) must advise the University of the period, or expected period, of the leave.

(b) An Employee who has given the University notice of their intention to take personal leave must provide the University with evidence that would satisfy a reasonable

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<#>In addition to the personal leave available in accordance with this clause, Employees may use available annual leave or long service leave, or leave without pay for personal reasons, or make application for flexible hours of work. The University expects Supervisors to be sensitive and flexible in making arrangements for Employees to attend to personal matters.¶

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Comment [NM1]: Previous 10 day limit removed in response to FWC undertaking.

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person that the leave is being taken for the reasons specified within 5 working days of commencing the leave.

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- (c) An Employee who fails to provide the required notice and evidence to the University will not be entitled to paid personal leave.

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Professional Staff Agreement – current clause 36

Academic Staff Agreement – current clause 30

1. SICK LEAVE

~~(a) This clause does not apply to casual Employees.~~

1.1 Entitlement

~~(a) Employees are entitled to paid sick leave of 15 days per year of service, accrued on a daily basis.~~

~~(b) Accrued but untaken sick leave will accumulate from year to year.~~

~~(c) A part-time Employee will accrue sick leave on a pro rata basis.~~

1.2 Taking sick leave

(a) An Employee is entitled to take sick leave if the Employee:

(i) is unable to work because of personal illness or ~~injury~~; or

(ii) ~~needs to attend a Medical Appointment during the Employee's ordinary hours of work; and~~

~~(iii) is not receiving workers' compensation benefits for that illness or injury, or attendance.~~

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

1.3 Notice requirements for sick leave

~~(a) An Employee must give notice to the University of the Employee's intention to take sick leave. Such notice must:~~

~~(i) be given to the University as soon as practicable and, where possible before the Employee's expected commencement time on the day of sick leave; and~~

~~(ii) advise the University of the period, or expected period, of the leave.~~

(b) The University will protect the privacy and maintain confidentiality of information given by an Employee.

1.4 Evidence requirements – personal illness or injury

(a) In respect of **subclause 1.2(a)(i)**, an Employee must provide the University with a medical certificate which states they are unfit for work;

(i) for all periods of sick leave taken in their first 3 months of service; and

~~(ii) when the Employee is absent for more than 3 consecutive working days.~~

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Comment [NM2]: Terminology updated to reflect FWC undertaking – changed from "incapacity" to "injury" to bring wording into line with the Fair Work Act.

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- (b) The medical certificate must be provided as soon as reasonably practicable and within 5 working days of commencing the period of leave.

1.5 Evidence requirements – Medical Appointments

- (a) In respect of subclause 1.2(a)(ii), an Employee must provide proof of attendance at a Medical Appointment as soon as reasonably practicable after attending the appointment and within 5 working days of attendance at the appointment.
- (b) Evidence of attendance at a Medical Appointment may include a medical certificate, a letter from the Registered Health Practitioner with whom the appointment took place, a receipt for medical services rendered or, where agreed by the University, a document containing the requirement for the Employee to attend a Medical Appointment (s) in the future.

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1.6 Evidence requirements – absences totalling 5 days or more

- (a) If an Employee is absent in any 12 month period due to:
 - (i) illness or injury;
 - (ii) attendance at a Medical Appointment; or
 - (iii) a combination of both,

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for a total of more than 5 occasions of one day or more without providing appropriate evidence, the University may require the Employee to produce appropriate evidence for all such absences for the next 12 months, failing which the Employee will be placed on unpaid sick leave.

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1.7 Unpaid sick leave

- (a) 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.
- (b) The Employee must provide the University with a medical certificate which states they are unfit for work.
- (c) Periods of unpaid sick leave will count as service for all purposes.

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Professional Staff Agreement – current clause 34

Academic Staff Agreement – current clause 28

1. LONG SERVICE LEAVE

1.1 Eligibility

(a) ~~Casual Employees are not entitled to long service leave except as provided in the Long Service Leave Act 1955 (NSW) as amended or replaced from time to time.~~

(b) For ~~the purposes of this clause and~~, subject to ~~subclause 1.4~~, continuous service is service ~~with the University~~ without a break of more than 2 months on any one occasion.

Comment [NM3]: This is the reference to recognition of certain forms of casual service.

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1.2 Entitlement

(a) An Employee will be entitled to long service leave as follows:

(i) after 10 years of continuous service: ~~3 months~~ at the Employee's Base Rate of Pay or 6 months at half the Employee's Base Rate of Pay, and then a proportionate amount of leave for continuous service between 10 and 15 years;

(ii) after 15 years of continuous service: ~~4.5 months~~ at the Employee's Base Rate of Pay or 9 months at half the Employee's Base Rate of Pay; and

(iii) ~~for each subsequent period of 5 years of continuous service after 15 years: 2.5 months at the Employee's Base Rate of Pay or 5 months at half the Employee's Base Rate of Pay.~~

(b) ~~Part-time Employees and~~ Employees with a combination of full-time and part-time service ~~accrue~~ long service leave on a pro-rata basis.

(c) If an Employee has completed at least 5 years but less than 10 years of continuous service, and their employment is terminated:

(i) by the University for any reason other than for serious misconduct;

(ii) by the Employee on account of illness, incapacity, or domestic or other pressing necessity;

(iii) by the death of the Employee; or

(iv) by the conclusion of a ~~fixed-term~~ Employee's second or subsequent contract where the ~~Employee~~ seeks to continue the employment;

they 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 of continuous service.

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1.3 Recognition of prior long service leave credits

(a) ~~The University will recognise long service leave accruals for prior service with other publicly funded Australian universities that recognise transferability of long service leave credits, and any University entity in which the University has more than a 50% controlled interest, provided that:~~

- (i) ~~the maximum accrual that will be recognised for prior service with other publicly funded Australian universities is 90 days;~~
- (ii) ~~the period between cessation of employment with the previous employer and commencement of employment with the University is 2 months or less, however this period will not count towards length of service;~~
- (iii) ~~if the Employee has taken long service leave with their former employer, they will not be entitled to long service leave for the period of service for which leave has been taken, however this period of service will be included as qualifying service for determining eligibility for long service leave and the rate of accrual;~~
- (iv) ~~if the Employee has been paid, or is eligible to be paid, in lieu of long service leave by their former employer, they will not be entitled to long service leave for the period of service for which leave has been paid or is eligible to be paid, however this period of service will be included as qualifying service for determining eligibility for long service leave and the rate of accrual;~~
- (v) ~~an Employee will be required to serve at least 5 years with the University before taking or being paid in lieu of long service, except that payment in lieu will be made if an Employee dies, retires, receives an ill health benefit under the provisions of their superannuation fund, accepts redundancy, or is retrenched.~~

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Comment [NM4]: (iii) and (iv) split the current .2(a) for ease of reference.

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1.4 Recognition of prior casual service

- (a) For the purposes of this clause, the University will recognise an ongoing or fixed-term Employee's prior casual service with the University, ~~if the casual service was:~~
 - (i) performed on a regular and systematic basis;
 - (ii) for a minimum period of 12 months without a break of more than 2 months on any single occasion; and
 - (iii) immediately in conjunction with the period of ongoing or fixed-term employment.

1.5 Calculating service for long service leave purposes

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

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- (b) ~~If an Employee has accrued long service leave, they will receive payment in lieu if their employment ends before they take the leave.~~
- (c) ~~If an Employee who is eligible for paid sick leave produces a satisfactory medical certificate that they had been ill or injured for one week or more whilst on long service leave, the University will :~~
 - (i) ~~re-credit the Employee with an equivalent period of long service leave, provided that re-credit will not be granted to an Employee on long service leave immediately prior to retirement, resignation or termination of service: and~~
 - (ii) ~~deduct an equivalent amount of sick leave.~~
- (d) ~~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.~~

1.6 Taking Long Service Leave

- (a) ~~An Employee must apply for long service leave 6 months in advance, unless the University agrees to a shorter period, The University may decline an application to take long service leave based on the operational requirements of the Employee's School or work unit.~~
- (b) ~~The University may direct an Employee with more than 4.5 months' accrued long service leave to take up to 3 months' leave at a time convenient to the University, provided that:~~
 - (i) ~~the University must give the Employee at least 12 months' written notice of the date on which the leave must start;~~
 - (ii) ~~an Employee cannot be required to take long service leave within 24 months of the Employee's intended date of retirement;~~
 - (iii) ~~the minimum period of leave the University can require an Employee to take is 6 weeks;~~
 - (iv) ~~the University cannot require an Employee to take any further long service leave for 2 years after taking leave under this subclause;~~
 - (v) ~~an Employee who has firm plans to take their long service leave at a particular date in the future may apply for deferral of the application of this subclause.~~

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 <#>An Employee will be entitled to long service leave as follows:¶
 <#>after 10 years' continuous service: paid leave of 3 months at the Employee's Base Rate of Pay or 6 months at half the Employee's Base Rate of Pay, and then a proportionate amount of leave on this basis for continuous service of between 10 and 15 years;¶
 <#>after 15 years' continuous service: paid leave of 4.5 months at the Employee's Base Rate of Pay or 9 months at half the Employee's Base Rate of Pay, and then 2.5 months at the Employee's Base Rate of Pay for each completed 5 years of continuous service; and¶
 <#>Employees engaged on a part-time basis and Employees with a combination of full-time and part-time service are entitled to long service leave on a pro-rata accrual basis.¶
 <#>If an Employee has completed at least 5 years but less than 10 years continuous service, and their employment is terminated:¶
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Professional Staff Agreement – current clause 37

Academic Staff Agreement – current clause 31

1. PARENTAL LEAVE

- (a) Parental leave consists of:
 - (i) maternity leave taken by an Employee in connection with her pregnancy or birth of her child;
 - (ii) adoption leave taken by an Employee in connection with the adoption of a child;
 - (iii) foster parent leave for fostering a child on long term placement; or
 - (iv) 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).

1.2 Maternity leave – eligibility and entitlement

- (a) An Employee (including a casual Employee) who becomes pregnant is entitled to up to 52 weeks' maternity leave. An Employee may also apply for leave without pay 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.
- (b) An ongoing or fixed-term Employee who has completed at least 1 year of continuous paid service prior to the commencement of maternity leave will be paid their Base Rate of Pay for up to 20 weeks of their maternity leave, or half their Base Rate of Pay for up to 40 weeks.
- (c) If an ongoing Employee or a fixed-term Employee on a contract of at least 1 year has completed less than 1 year of continuous paid service prior to the commencement of maternity leave, they will be entitled to pro rata paid maternity leave.
- (d) 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.
- (e) An Employee may commence maternity leave at any time from 12 weeks prior to the expected date of birth of her child, but no later than the date of birth of the child.
- (f) An Employee who is unable to work due to a pregnancy-related illness may take any leave to which she is entitled. In the event of a miscarriage, an Employee may take any sick leave to which she is entitled.
- (g) 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 (pro rata for Employees with less than 1 year's continuous paid service), including any paid maternity leave already taken. A medical certificate must be provided.
- (h) If the contract of a fixed-term Employee on maternity leave expires before she has used all paid maternity leave, the balance of the leave will be paid as a lump sum. This will not extend the term of the fixed-term contract.

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1.3 Adoption leave – eligibility and entitlement

- (a) An ongoing or fixed-term Employee who adopts a child and is the primary care giver of that child is entitled to up to 52 weeks' adoption leave unless the child has been continuously living with the Employee or their partner for 26 weeks or more. An Employee may also apply for additional leave without pay 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.
- (b) An ongoing or fixed-term Employee who has completed at least 1 year of continuous paid service prior to the commencement of adoption leave will be paid their Base Rate of Pay for up to 20 weeks of their adoption leave, or half their Base Rate of Pay or 40 weeks.
- (c) Adoption leave may be taken by either parent, however 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.
- (d) If an ongoing Employee or a fixed-term Employee on a contract of at least 1 year, has completed less than 1 year of continuous paid service prior to the commencement of adoption leave, they will be entitled to a pro rata paid adoption leave.
- (e) Adoption leave may commence immediately prior to the date of placement of the child being adopted, but no later than the date of placement.

1.4 Foster parent leave – eligibility and entitlement

- (a) An ongoing or fixed-term Employee who:
- (i) is the primary care giver of a foster child on long-term placement;
- (ii) has completed at least 1 year's continuous paid service immediately prior to the commencement of the leave;
- will be paid their Base Rate of Pay for up to 6 weeks if the child younger is than 5 years of age, or for up to 3 weeks if the child 5 or more years of age.
- (b) Foster parent leave may commence from the time that the child enters an Employee's care, but no later than the date of entry into care.

1.5 Partner leave – eligibility and entitlement

- (a) An ongoing or fixed-term Employee who has completed at least 1 year of continuous paid service is entitled to:
- (i) up to 2 weeks of partner leave paid at their Base Rate of Pay for the birth or adoption of their child; and
- (ii) 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.
- (b) A casual Employee is entitled to partner leave in accordance with the Act and clause 14.19.
- (c) An ongoing or fixed-term Employee may apply for an additional 6 weeks of unpaid partner leave for the birth or adoption of their child, which the University

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Comment [NM5]: Subclause re return to work after adoption leave deleted as it is repeated later in this clause.

Deleted: <#>After adoption leave, an Employee on their return to work may work reduced hours during a period of up to 2 years from the

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will not unreasonably refuse, and which may be taken at the same time as any leave taken by the primary carer of the child.

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

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1.6 Applying for parental leave

- (a) An eligible Employee should apply for parental leave at least 4 weeks in advance and provide evidence indicating the expected date of birth or placement. Any change to approved parental leave requires at least 4 weeks' written notice. If an Employee is unable to give the required notice, their entitlement to parental leave will not be affected.

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- (b) An Employee entitled to parental leave may also take any other form of leave to which they are entitled, however the latest day on which parental leave can commence is the date of the child's birth, adoption, or entry into care.

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1.7 Return to work after maternity or adoption leave

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- (a) 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, subject to the following:

(i) if the Employee was transferred, at her request, to a different position or reduced hours because of her pregnancy, she is entitled to return to her original position and/or original hours;

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(ii) if the Employee's position is discontinued or significantly changed while the Employee is on maternity or adoption leave, the 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 43: Organisational Change.

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- (b) 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.

- (c) 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.

- (d) The University will not deny a casual Employee re-employment because they are pregnant or have been absent on maternity or adoption leave.

Phased return

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- (e) An Employee who takes paid maternity or adoption leave will be entitled to a phased return to work if they return to work;

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(i) full time, or on the same part-time arrangement as immediately prior to taking leave: and

(ii) within 12 months of commencing the leave,

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- (f) A full-time Employee may be absent on pay for up to 1 day per week (or 20% of their ordinary hours) in the 30 weeks following their return to work, pro rata for a part-time Employee.

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

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Reduced hours

(h) An Employee who returns to work after maternity or adoption leave may work reduced hours for up to 2 years from the date of commencement of the leave. The Employee may also apply for an additional defined period of reduced hours which the University will not unreasonably refuse.

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(i) If an Employee works reduced hours at any time following their return to work from a period of maternity or adoption leave, the rate of pay at which any subsequent period of paid maternity or adoption leave is provided will be based on the average rate of pay received by the Employee:

(i) in the 52 weeks preceding the subsequent period of paid maternity or adoption leave; or

(ii) during the period since the Employee returned from the earlier period of maternity or adoption leave,

whichever is less.

1.8 Periods of parental leave for Employee couples

(a) Where both parents are Employees of the University, the maximum period of any form of unpaid parental leave that may be accessed by the Employees is 24 months.

(b) Any period of unpaid parental leave taken by the other Employee parent will be taken into account in assessing an Employee's application for unpaid parental leave.

1.9 Paid parental leave and service

(a) Any Public Holidays occurring during a period of paid parental leave will be paid in addition to the paid parental leave.

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(b) An Employee who takes paid parental leave may elect to be paid as a lump sum at the commencement of the leave.

(c) Paid parental leave will count as service for the accrual of annual leave.

(d) Except in the case of an Employee who has completed 10 years of Continuous Service, any period of unpaid parental leave:

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(i) will not count as service for long service purposes; but

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(ii) will not break continuity of service.

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(e) Where an Employee has completed 10 years of Continuous Service, unpaid parental leave will count as service provided such leave does not exceed 6 months, in which case the whole period of leave without pay will not count as service.

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(f) Unpaid maternity leave will count as service for incremental progression.

(g) Paid parental leave will count as service for incremental progression.

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<#>The University and the Unions will review the impact of the Federal Government's Paid Parental Leave Scheme when full details of that scheme have been finalised.¶

Professional Staff Agreement – current clause 41

Academic Staff Agreement – current clause 35

1. LEAVE WITHOUT PAY

- (a) ~~This clause does not apply to casual Employees.~~
- (b) An Employee ~~who has completed at least 18 months of full-time Continuous Service~~ may apply for leave without pay. The University may waive this qualifying period in cases of pressing personal or domestic hardship.
- (c) ~~The University will not unreasonably withhold its consent when~~ considering an application for leave without pay.
- (d) The maximum period of leave without pay ~~is 12 months. The University may extend this for a further period of up to 12 months in special circumstances.~~
- (e) The granting of any extended leave without pay will be dependent on prior satisfactory service.
- (f) Leave without pay may not be granted if it will unduly disrupt the operations of the Employee's work unit.
- (g) ~~An Employee must not use~~ leave without pay ~~to~~ explore employment opportunities outside the University. ~~and will be expected to return to work at the end of their leave.~~
- (h) An Employee must notify the University of any change in the circumstances for ~~which leave without pay was granted, in which case~~ the University may require the Employee to return to work ~~by providing 4 weeks' written notice.~~ The Employee will not, ~~however,~~ have an automatic right to return to work prior to the end of the agreed ~~period of leave.~~
- (i) ~~Except for leave without pay for service with the Australian Defence Force Reserves:~~
 - (i) ~~leave without pay of more than 5 days does not count as service in calculating the length of an incremental period; and~~
 - (ii) ~~leave without pay of more than 5 days in any period of 12 months does not count as service for annual leave or sick leave entitlements.~~

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Professional Staff Agreement – current clause 42

Academic Staff Agreement – current clause 36

1. DOMESTIC VIOLENCE SUPPORT

- (a) The University agrees to the availability of certain practical measures to assist Employees who are experiencing family violence.
- (b) Employees who are experiencing family violence may access their personal leave ~~to attend related appointments or other commitments, and the University may grant additional paid leave to an Employee.~~ Flexible working arrangements may also be available under **clause 31**: Right to Request Flexible Working Arrangements.

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1. UNION REPRESENTATION

1.1 Office Facilities

- (a) ~~The University will provide each Union with access to the following facilities for carrying out Union business about matters included in this Agreement;~~
- (i) a secure office space; and
 - (ii) access to a University campus notice board for posting authorised notices.
- (b) ~~The University may provide each Union with access to the following facilities for carrying out Union business about matters included in this Agreement, subject to and conditional upon the each Union paying the associated costs;~~
- (i) the University’s internal telephone system (including a fax line); and
 - (ii) direct dial STD access, access to the Internet, and a University email account.

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<#>The following provisions apply to the Unions who are signatories to this Agreement.¶

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1.2 Union Meetings

- (a) ~~Each Union may hold meetings of Employees:~~
- (i) ~~in designated lunch breaks;~~
 - (ii) ~~outside regular scheduled working hours; or~~
 - (iii) ~~at other times and locations agreed between the relevant Union and the University;~~
- ~~provided that the Employees vary their meal break or make up any time lost on the day of the meeting or, by mutual agreement with their Supervisor, on another day.~~
- (b) ~~This may include the University making video and teleconferencing facilities available.~~

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1.3 Industrial Relations Training

~~The University may grant paid leave of up to 5 working days in any one calendar year to no more than 5 accredited Union representatives from each Union to attend courses or seminars for the purposes of industrial relations training. Any such leave will count as service for all purposes.~~

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1.4 Inductions

~~Information packs provided by each Union will be made available for distribution at University orientation sessions for new staff.~~

1.5 Workplace Representatives

(a) ~~To facilitate the effective operation of this Agreement and compliance with its provisions, the University will provide funding to each Union Branch President's work unit to cover 20% of the Branch President's work so they can be released to undertake University-related Union work, and the work unit can provide replacement staff.~~

(b) ~~The University will release up to 3 Employee union representatives from each Union to attend Implementation Committee meetings and any related subcommittees, and for the work unit to provide replacement staff. This will occur by arrangement with the Dean or Director of the School or work unit and the Executive Director, HR or other person nominated by the University.~~

(c) ~~The Union Branch Presidents may, by agreement with the University, allocate some or all of their time release to another member of the Branch Executive. Each person having the benefit of time release under this clause must discuss with their Supervisor appropriate work allocation for the balance of their working time.~~

1.6 Payroll Deductions

(a) ~~Where authorised by an Employee, the University will deduct from the Employee's salary:~~

(i) ~~Union fees at a rate or amount advised by the relevant Union as being payable under its rules; and/or~~

(ii) ~~a nominated amount in favour of Australian People for Health Education and Development Abroad.~~

(b) ~~Either the Employee or the Union may cancel such an arrangement by notifying the Office of Human Resources in writing.~~

(c) ~~The University will not charge an Employee for providing these services.~~

Academic Staff Agreement – current clause 52

1. UNION REPRESENTATION

1.1 Office Facilities

(a) ~~The University will provide the Union with access to the following facilities for carrying out Union business about matters included in this Agreement;~~

(i) a secure office space; and

(ii) access to a University campus notice board for posting authorised notices.

(b) ~~The University may provide the Union with access to the following facilities for carrying out Union business about matters included in this Agreement, subject to and conditional upon the the Union paying the associated costs;~~

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- (ii) ~~a nominated amount in favour of Australian People for Health Education and Development Abroad.~~
- (b) ~~Either the Employee or the Union may cancel such an arrangement by notifying the Office of Human Resources in writing.~~
- (c) ~~The University will not charge an Employee for providing these services.~~

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Flexible hours of work scheme for Professional staff

Contents

- 1. WHO THIS POLICY APPLIES TO 1**
- 2. PRINCIPLES..... 1**
- 3. HOW THE SCHEME WORKS..... 1**
 - 3.1 Settlement Periods 1**
 - 3.2 Time Credit.....2**
 - 3.3 Carry over.....2**
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 - 3.5 Flex-leave.....3**
 - 3.6 Changed Arrangements 4**
 - 3.7 Shiftwork 4**

1. WHO THIS POLICY APPLIES TO

This policy applies to all Professional staff at HEW levels 1 to 9, other than those engaged on a casual basis.

2. PRINCIPLES

- (a) Flexible hours of work will be made available to eligible Professional staff subject to the requirements of the work unit, however access to the Flexible Hours of Work Scheme ("**Scheme**") is not an automatic entitlement.
- (b) Participation in the Scheme is voluntary.
- (c) Flexible hours of work provide for:
 - (i) greater flexibility in working hours to assist with workloads, meeting deadlines and such other commitments;
 - (ii) a fair recognition of time worked;
 - (iii) balance between work and personal lives; and
 - (iv) recognition of the need for reasonable adjustments for Professional staff with carer's responsibilities and/or disabilities.
- (d) The Scheme allows Professional staff, in consultation with their Supervisor, to vary their daily starting and finishing times within the bandwidth hours subject to:
 - (i) the operational requirements of the work unit; and
 - (ii) the agreement of their Supervisor.

3. HOW THE SCHEME WORKS

3.1 Bandwidth

- (a) The bandwidth for hours of work is 7:00 am to 6:00 pm, Monday to Friday.
- (b) Time may be accrued during the bandwidth. Professional staff may choose their daily start and finish times within the bandwidth subject to the provisions of this Policy.
- (c) A Professional staff member who wishes to work a regular pattern of work outside the normal bandwidth must seek the agreement of their Supervisor and approval from the Dean or Director of the work unit. Where granted, approvals must be notified to the Executive Director, HR or other person nominated by the University.

3.2 Core Time

- (a) The core time for hours of work is 9.30 am to 3.30 pm. This is the period during the day (excluding the meal break) when Professional staff are required to be on duty, unless on approved leave.
- (b) Any absences during core time must be accounted for by flex-leave or other approved leave.



- (c) A Professional staff member who wishes to work a regular pattern outside core time must seek the agreement of their Supervisor and approval from the Dean or Director of the work unit. Where granted, approvals must be notified to the Executive Director, HR or other person nominated by the University.
- (d) In exceptional cases (for example, urgent carer's responsibilities), where a Professional staff member is unable to:
 - (i) start work until after the commencement of core time; or
 - (ii) remain working until the end of core time;they should notify their Supervisor as soon as possible. Time lost will be debited against the staff member's time credits/debits or leave entitlements.

3.3 Meal Break

- (a) A Professional staff member must take a meal break of at least one half-hour and no more than 2 hours between 11.30 am and 2.30 pm. Subject to organisational needs, there is flexibility as to the times at which a staff member's meal break can start and finish..
- (b) Alternatively, a Professional staff member may elect to take a standard 1 hour meal break.
- (c) Substantial extension of the lunch break is subject to the approval of the Professional staff member's Supervisor.
- (d) A Professional staff member must not work more than five hours without a meal break.

3.4 Settlement Periods

- (a) The Scheme is based on 4-weekly (140 hour) settlement periods commencing on the Friday following every second payday ("**Settlement Period**").
- (b) All Professional staff participating in the Scheme are required to complete a timesheet covering each Settlement Period. Time must be recorded on the day it is worked.

3.5 Time Credit

- (a) Where gainful work is available, a Professional staff member may accrue time credit for hours worked in excess of 7 hours per day, provided that:
 - (i) there is an operational need for the additional hours to be worked; and
 - (ii) their Supervisor has approved the additional hours.
- (b) Any excess time worked is time credit unless it is paid overtime. Time credit is accrued on an hourly basis and is not accrued at overtime rates.

3.6 Carry over

- (a) At the end of a Settlement Period, a maximum of 14 hours' time credit may be carried forward to the next Settlement Period.



- (b) Time credit in excess of 14 hours will be forfeited unless the Professional staff member has been directed not to take flex leave due to operational requirements. In such cases, the excess time credit may be carried over to the next settlement period subject to the following:
- (i) the maximum amount of time credit that can be carried over is 14 hours;
 - (ii) the Professional staff member and their Supervisor must agree on a strategy to reduce the employee's time credit; and
 - (iii) approval for the carryover must be given by the Executive Director, HR or other person nominated by the University, through the Dean or Director of the School or work unit.
- (c) If time credit has been carried over under clause 3.3(b), but due to continued organisational needs the Professional staff member is still unable to take flex leave for that time credit (up to 2 days per Settlement Period) during the subsequent Settlement Period, the leave will not be forfeited. Unless alternative arrangements have been made for the staff member to continue to carry over the accrued flex-leave for a further Settlement Period, the untaken time credits (up to 2 days for each Settlement Period) will be paid out to the staff member at ordinary time.

3.7 Time Debit

Any amount of time less than 140 hours worked in a Settlement Period is time debit. Time debit of less than 14 hours is carried forward to the next Settlement Period. 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.

3.8 Flex-leave

- (a) Flex leave is the mechanism by which Professional staff may take accrued time credits under the Scheme.
- (b) Supervisors should ensure that Professional staff are able to take their flex-leave.
- (c) In normal circumstances, and subject to operational requirements, Professional staff should be permitted to take up to 14 hours of flex leave during a Settlement Period.
- (d) In managing flex-leave, the following provisions apply:
 - (i) to allow for planning and organisational management, a Professional staff member must obtain their Supervisor's approval in advance when wishing to take flex-leave;
 - (ii) requests for flex-leave will not be unreasonably refused;
 - (iii) flex-leave is to be taken on an hour for hour basis and is not accrued at overtime rates;
 - (iv) the needs of the organisational work unit must be taken into account when planning work and flex-leave arrangements. Professional staff must ensure that leave proposals are discussed with their Supervisor;
 - (v) flex-leave may be taken on consecutive days, but more than 2 consecutive days can only be taken with the specific approval of the Supervisor;



- (vi) Professional staff cannot expect always to take their flex-leave on a Friday or Monday. In the interest of ensuring the continued effective operation of the work area, other days of the week may be agreed;
 - (vii) flex-leave may be taken in units of full days or half days, based on a 7 hour day;
 - (viii) when taking half-day flex-leave, at least 3 hours must be worked before or after the taking of the flex-leave, that is, a period equal to half the Professional staff member's daily contract hours must be worked within the bandwidth, either before or after taking the half-day flex-leave;
 - (ix) half-day flex-leave may be taken in conjunction with 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; and
 - (x) in any given settlement period, Supervisors must give reasonable notice when requesting that a Professional staff member not take flex-leave due to organisational needs.
- (e) In exceptional circumstances, the following will apply:
- (i) in cases where, because of continued organisational needs, Professional staff are not permitted to take the flex-leave, a case must be made to the Executive Director, HR or other person nominated by the University, through the Dean or Director of the School or work unit, for the staff member to carry over the untaken flex-leave (up to 2 days per Settlement Period) to the following Settlement Period;
- (f) Where a Professional staff member gives notice of resignation or retirement they must, in consultation with their Supervisor, clear all flex-leave or credit hours. If the flex-leave or credit hours cannot be cleared due to organisational needs, the hours will be paid out to the staff member at ordinary time. Any debit hours will be deducted from the staff member's accrued annual leave.

3.9 Changed Arrangements

- (a) Where a Professional staff member is not able to work successfully within the Scheme, the Supervisor will discuss the issue with the staff member to resolve the matter.
- (b) A Supervisor may suspend participation in the Scheme for Professional staff members in their work area if, due to changed organisational or operational requirements, it is not appropriate for those staff members to accumulate time credits. The Supervisor should consider, amongst other things, staff members' family, carer's and disability needs when making such decisions.

3.10 Shiftwork

- (a) Professional staff who work under set 5 or 7 day rosters receive the appropriate shift allowances and may accrue time credit in accordance with the shift roster.
- (b) For those Professional staff who are required to work designated shifts from time to time, any additional hours accrued on shift days for the purpose of flex-leave will not attract a shift penalty.