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**Enterprise Bargaining Meeting 5**

**Wednesday 26<sup>th</sup> April 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)**

**Chris Bird (CPSU)**

**Lorraine Fordham (CPSU)**

**Carmel Votano (CPSU)**

**Michael Reolon (CPSU)**

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**Agenda**

1. Welcome – Professor Kirkpatrick
  
2. Clauses for discussion:
  - a. Aboriginal and Torres Strait Islander peoples employment strategy clause  
(Western will speak to this clause)
  - b. Conversion
  - c. Categories of employment
  - d. Work environment (Unions to speak to their position)
  - e. Individual flexibility arrangements
  - f. Organisational Change
  - g. Job Security And Outsourcing
  - h. Redeployment And Redundancy
  - i. Flexible Hours of Work Scheme
  - j. Parental Leave

3. Next meeting - Wednesday 10<sup>th</sup> May 2017

Clauses to be discussed:

- a. Misconduct
- b. Performance
- c. Professional Development
- d. Disputes
- e. Career Development, Planning and Review

## Professional Staff Agreement – current clause 14

### 1. CONVERSION

#### 1.1 Fixed-Term Employees

Comment [WSU1]: Current clauses 14.13-14.16.

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

(i) ~~the Employee the incumbent was employed in~~ appointed to the relevant position through an open and competitive and open selection process; and

~~(ii) the Employee's has performed satisfactorily in conduct and performance in that position have been satisfactory. 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 54: Fixed-Term Employees Severance Pay. In these circumstances the Employee will be eligible for accrued entitlements.~~

(b) If at the end of a first fixed-term contract the position is offered on an ongoing basis but the Employee is not re-employed, the Employee will be paid:

(i) 2 weeks' severance pay for their first completed year of service; and then

(ii) in accordance with clause xx: Fixed-Term Employees Severance Pay.

~~(c)~~ (c) A fixed-term Employee on a fixed-term contract may apply make a written application for conversion to ongoing employment subject to if they meet all of the following conditions:

(i) the University has determined that ongoing work of the same or substantially similar duties is available within the Employee's School or work unit;

(ii) the period of employment under fixed-term contracts has exceeded 3 years of Continuous Service;

(iii) the ~~current contract is the~~ Employee is engaged on a second or subsequent fixed-term contract ~~for the employee;~~

(iv) the Employee was originally ~~appointed~~ or subsequently appointed through an open and competitive selection process; and

(v) the conversion request ~~must be~~ is approved by the Dean ~~or~~ /Director of the School or work unit.

~~(d)~~ (d) The University will advise the Employee of the outcome of the application for conversion and provide the reasons ~~if where~~ the application ~~has been denied is declined.~~

~~(e)~~ (e) Notwithstanding anything in subclause 14.14.1(b)(ii), the University may at its discretion, ~~may~~ convert any fixed-term employment to ongoing employment.

#### 1.2 Casual Employees

Comment [WSU2]: Current clauses 14.22-14.31

~~(a)~~ A casual Employee ~~will become eligible to apply to have their employment converted~~ may make a written application for conversion to ongoing employment or fixed-term employment if they meet all of the following conditions:

- (i) ~~the Employee~~ have been employed ~~by the University~~ on a regular and systematic basis in the same or 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% of the ordinary weekly hours of an equivalent full-time Employee engaged full time; or
  - B. over the preceding 24 months.

~~(b)~~ Occasional and short-term work performed by a casual Employee in another classification, job, or organisational unit will not:

- ~~(i)~~  ~~affect the Employee's~~ eligibility for conversion; ~~or~~
- (ii)  ~~be included in determining whether they meet or do not meet the Employee meets~~ the eligibility requirements.

~~(c)~~ The University will inform a casual Employee ~~at the time they are engaged that they may about their right to~~ apply for conversion ~~if they become eligible at the time of appointment.~~

~~(e)~~ ~~The University will inform all casual Employees from time to time of the conversion entitlements under this clause.~~

~~(d)~~ ~~An eligible casual Employee may apply in writing to have their employment converted to ongoing or fixed term employment.~~

~~(d)~~ ~~The University will advise the Employee of the outcome of the application for conversion and provide reasons if the application is declined.~~

~~(e)~~ ~~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.~~

~~(e)~~ The University ~~may~~ will not unreasonably refuse an application for conversion, ~~however it but~~ may reject/decline an application on reasonable grounds, including that the casual Employee:

- (i) is a student ~~or /~~ recent student, and ~~their status as a student this~~ is relevant to their casual engagement;
- (ii) is a genuine retiree;
- (iii) is performing work ~~that which~~ will either ~~cease to no longer~~ be required, or will be performed by ~~a non-casual an ongoing or fixed-term Employee,~~ within 26 weeks of the date of the conversion application;
- (iv) is ~~an Employee primarily employed~~ or self-employed ~~person whose primary occupation is with the University or elsewhere~~;
- (v) does not meet the essential requirement of the position; or

(vi) ~~is engaged in work which is ad hoc, intermittent, unpredictable or involves hours that are irregular. does not perform regular and systematic work that are irregular.~~

~~(g)~~(f) ~~If a casual Employee's their application for conversion is rejected/declined, a casual the Employee will not be entitled to/cannot reapply again for conversion within 12 months, except if unless the rejection application was declined was based on under subclause 14.28(e)1.2(c)(iii) and that ground ceases no longer to apply applies.~~

~~(h)~~(g) 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.

(h) Conversion from casual to ongoing or fixed-term employment may be ~~for~~:

(i) ~~for the whole year; or~~

(ii) for part of the year, if by custom and practice the Employee has performed the work ~~has been performed by the Employee on such this basis; or~~

~~(h)~~(iii) ~~otherwise as agreed by the parties to this Agreement between the University and the Employee.~~

## Academic Staff Agreement – current clause 12

### 1. CONVERSION

#### 1.1 Fixed-term Employees

- (a) ~~All other~~ A fixed-term Employees ~~on a fixed-term contract~~ may ~~apply~~ make a written application for conversion to ongoing employment ~~subject to if they meet all of~~ the following conditions:
- (i) the University has determined that ongoing work of the same or substantially similar duties is available within the Employee's School or work unit;
  - (ii) the period of employment under fixed-term contracts has exceeded 3 years of Continuous Service;
  - (iii) the current contract is the second or subsequent fixed-term contract for the Employee;
  - (iv) the Employee was originally ~~appointed~~ or subsequently appointed through an open and competitive selection process; and
  - (v) the conversion request is approved by the Dean or Director of the School or work unit.
- (b) ~~The University will advise the Employee of the outcome of~~ Where an the application for conversion is denied, the University will advise the Employee of the outcome and the reasons and provide reasons if the application is declined.
- (c) Notwithstanding anything in subclause 14.18.1(b)(ii), the University may, at its discretion, ~~may~~ convert any fixed-term employment to ongoing employment.

#### 1.2 Contract Research positions

- (a) ~~Where an~~ A fixed-term Employee ~~is employed on a fixed-term contract~~ engaged in a Contract Research position may make a written application for conversion to funding contingent ongoing employment if they meet all of the following ~~conditions, the following provisions will apply:~~
- ~~(i)~~ an appointee to a Contract Research position may be employed on subsequent research grants. A break between contracts of up to 6 months will not constitute a break in continuity of service, but will not count as service for any purpose;
  - ~~(ii)~~ the duration of a fixed-term contract offered for a Contract Research position will correspond with the term of funding available for that research task or position within the overall research grant provided that there is sufficient funding and suitable work available for the appointee under the grant; and
  - ~~(i)~~ Contract Research staff who are employed ~~the Employee is engaged~~ on a second or subsequent fixed-term contract as a contract researcher;
  - ~~(iii)~~ (ii) the period of employment in fixed-term Contract Research position the Employee and have has exceeded at least 3 years of Ce continuous Sservice may apply for conversion to “funding contingent” continuity of employment, subject to the following requirements:

Comment [WSU3]: Note: current 14.21(a) and (b) do not relate to conversion and should sit elsewhere within categories of employment.

~~(iv)~~(iii) the Employee ~~must have~~has completed an Academic Career Development, Planning and Review process ~~within the past year in the 12 months prior to the application being made;~~

~~(v)~~(iv) the Dean or Director of the School or work unit ~~must be~~is satisfied that there is likely to be sufficient revenue or funding streams to ~~provide continuing~~support ~~for~~ the Employee's employment; and

~~(vi)~~(v) the Dean or Director ~~must be~~is satisfied that the Employee has generic and transferable skills in addition to their research speciality, and those skills are subject to ongoing demand within the University.

~~(b)~~ The University will advise the Employee of the outcome of the application for conversion and provide reasons if the application is declined.

~~(b)~~ Applications under subclause 14.21 must be made in writing to the Dean or Director of the School or work unit, who will review the application and advise the Employee in writing of the outcome.

(c) The University may refuse an application for conversion ~~under subclause 14.21 on the grounds that~~on grounds including, but not limited to:

(i) the criteria in subclause ~~14.21.2(a)~~ are not satisfied;

(ii) the Employee is a student, and ~~their status as a student~~this was the primary reason for their appointment;

(iii) the Employee is a genuine retiree (including an Employee who elected to ~~change from continuing employment to take up~~ a pre-~~retirement~~ or post-retirement contract); or

(iv) the ~~Employee's~~ performance ~~of the Employee~~ has ~~not~~ been unsatisfactory.

(d) Contract Research Employees will be entitled to ~~notice, access to renewal and severance pay in accordance with the provisions of~~ clause 47: Fixed-Term Employees Termination Notice and clause 48: Fixed-Term Employees Severance Pay.

~~(e)~~ Where If a fixed-term Contract Research Employee's employment is converted to Funding cContingent ~~Continuing ongoing e~~Employment, and:

~~(i)~~ the ~~relevant external~~ funding ceases for reasons outside the Employee's control; and

~~(ii)~~ the University is not able to ~~redeploy~~find suitable alternative employment for the Employee;

~~or obtain suitable employment for them,~~ the Employee's employment will ~~be terminated~~terminate on grounds of redundancy, and they will receive 4 weeks' notice (or pay in lieu ~~of notice~~) ~~plus and~~ severance pay in accordance with clause 48: Fixed-Term Employees Severance Pay.

## Academic Staff Agreement – current clause 14

### 1. CATEGORIES OF EMPLOYMENT

#### 1.1 Ongoing employment

- (a) An ongoing Employee is an Employee engaged for an indefinite period of time.
- ~~(b) Ongoing employment may contain a reasonable probation period provided that it is directly related to the work to be done, under conditions set out in clause 13: Probation.~~

#### 1.2 Part-time employment

- (a) Part-time employment means ongoing or fixed-term employment where in which the ordinary hours of work are less than those of a full-time Employee.
- ~~(b) An A part-time Employee may be engaged part time and will be entitled to the provisions of this Agreement on a proportionate basis to an equivalent full time Employee pro rata basis, unless otherwise provided by this Agreement specified.~~
- ~~(c) An ongoing, full-time 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:~~
  - ~~(d) the approval to work part time;~~
  - ~~(e) the percentage of a full time position;~~
  - ~~(f) the classification applying to the work; and~~
  - ~~(g) any agreed arrangements for return to full time work.~~
- ~~(h)(c) If they are not given approval, the University will advise them of the reasons in writing.~~
- ~~(h)(d) Part-time work arrangements may be varied by agreement in writing between an Employee and their Supervisor.~~

#### 1.3 Fixed-term employment

- (a) A fixed-term Employee is an Employee engaged for a fixed-specified period of time ~~or for a defined task or project.~~
- ~~(b) Fixed term employment may contain a reasonable probation period that is directly related to the nature of the work to be done under the contract. Any second or subsequent fixed term engagement will not contain a probation period.~~
- ~~(b) 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.~~

#### Categories of fixed-term employment



- ~~(e)~~ Fixed term employment may only be terminated in accordance with this Agreement.
- ~~(d)~~(c) Subject to the other provisions in this Agreement, ~~t~~he use of fixed-term employment is limited to the following circumstances:
- (i) **specific task or project:** ~~for a specific task or project of limited duration~~ a definable work activity that has a starting time and is expected to be completed within an anticipated timeframe;
  - (ii) **external funding:** ~~for a position for which more than 50% is paid paid entirely from an identifiable source of funding external funding to the University, not being (excluding funding that is part of an operating grant from G government, or funding comprising comprised of payments of fees made paid by or on behalf of students;~~
  - (iii) **research only:** ~~for~~ research only positions, for a period of up to 5 years;
  - ~~(iv)~~ **temporary replacement:** to temporarily:
    - A. ~~replace an ongoing Employee who is on leave, secondment, or performing higher duties; or~~
    - B. ~~to temporarily fill a vacant position which the University has made a definite decision to fill, and for which has recruitment action has commenced recruitment action;~~
  - ~~(iv)~~(v) **recent professional practice:** ~~where a if a curriculum or accreditation process, as part of professional or vocational education requires professional, vocational, or specialised industry expertise that requires work be undertaken by a person who has current or recent practical or commercial experience, for a period of up to 3 years;~~
  - ~~(v)~~(vi) **pre-retirement:** ~~for a pre-retirement contract of for an ongoing Employee, for a period of up to 5 years before the Employee's intended date of retirement and which will not be renewed;~~
  - ~~(vi)~~(vii) **post-retirement:** a post-retirement contract, for a period of up to 5 years ~~after the Employee's date of retirement;~~
  - ~~(vii)~~(viii) **enrolled student:** ~~for work by to employ an enrolled student of the University, to undertaken work within a relevant academic unit or research unit, which is related to their course of study (provided that it is not a condition of employment that a person undertake a studentship);~~
  - ~~(viii)~~(ix) **secondments:** fixed-term secondments ~~in circumstances~~ where the Employee holds a substantive underlying appointment;
  - ~~(ix)~~(x) **discontinued teaching program:** to fill a vacancy ~~occasioned caused by the resignation, retirement or retrenchment of a displaced departure of an Employee engaged in the teaching or support of an existing program where a decision has been made to discontinue the program and the position is not to continue that is to be discontinued;~~
  - ~~(x)~~(xi) **new organisational area:** for positions within a new organisational area under **subclause 14.12**; ~~or~~

~~(xi)~~ **disestablished organisational area:** for positions within a disestablished organisational area under **subclause 14.15**; and

**(xii)** Career Development Fellowships as defined within this Agreement.

~~(e)~~(d) Nothing within this subclause affects the validity or operation of any fixed-term contract that was entered into before the commencement of this Agreement. However, such fixed-term contracts may **only** be renewed after the commencement of this Agreement **only** if they fall within one or more of the categories listed above.

#### 1.4 Fixed-term employment in new organisational area

- (a) Fixed-term employment may be offered in a New Organisational Area about which there is genuine uncertainty of continuing operation for up to 3 years **prior to, or from, before or after** the establishment of **any such the** area.
- (b) “New Organisational Area” means:
- (i) **where there is** a discipline or sub-discipline area of academic work not previously offered;
  - (ii) **where there is** a demonstrated sudden and unanticipated increase in student enrolments; or
  - (iii) **where there is** an academic function or unit organised in either a new geographical location, or **organised distinctly** from existing Schools, **Institutes** or centres, which has not been created from the merger or division of, or movement of work from an existing academic unit(s) to another academic unit(s).
- ~~(c)~~ **At the expiry of the fixed-term employment period and subject to the necessity of ongoing work and satisfactory performance of the Employee since appointment, the University may offer conversion to ongoing employment in accordance with subclause 14.17.**

#### 1.5 Fixed-term employment in disestablished organisational area

- ~~(a)~~ **Fixed-term employment may be offered** ~~Where the University has decided to discontinue work in an organisational area has been the subject of a decision by the University to discontinue work within that area within 3 years, fixed-term employment may be offered.~~
- ~~(b)~~(a) **At the expiry of the fixed-term employment period, should the decision to discontinue the work be reversed and subject to the necessity of ongoing work and satisfactory performance of the Employee since appointment, the University may offer conversion to ongoing employment in accordance with subclause 14.17.**

Comment [WSU1]: Conversion provisions moved to separate clause.

#### 1.6 Fixed-term employment conversion

- ~~(a)~~ **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 49: Fixed Term Employees Severance Pay. In these circumstances, the Employee will be eligible for accrued entitlements.~~

## **1.7 All other fixed-term contracts**

- ~~(a) All other Employees on a fixed term contract may apply for conversion to ongoing employment subject to the following conditions:
  - ~~(i) the University has determined that ongoing work of the same or substantially similar duties is available within the Employee's work unit;~~
  - ~~(ii) the period of employment under fixed term contracts has exceeded 3 years of Continuous Service;~~
  - ~~(iii) the current contract is the second or subsequent fixed term contract for the Employee;~~
  - ~~(iv) the Employee was originally appointed or subsequently appointed through a competitive selection process; and~~
  - ~~(v) the conversion request is approved by the Dean or Director of the School or work unit.~~~~
- ~~(b) Where an application for conversion is denied, the University will advise the Employee of the outcome and the reasons.~~
- ~~(c) Notwithstanding anything in subclause 14.18(b), the University at its discretion may convert any fixed term employment.~~

## **1.81.6 Contract Research positions**

- ~~(a) Where an If a fixed-term Employee is is employed on a fixed term contract engaged in a Contract Research position, the following provisions will apply:
  - ~~(i) an appointee to a Contract Research position the Employee may be employed on subsequent research grants. A break between contracts of up to 6 months will not constitute a break in break continuity of service, but will not count as service for any purpose; and~~
  - ~~(ii) the duration of a fixed-term contract offered for a Contract Research position will correspond with the term of funding available for that research task or position within the overall research grant, provided that there is sufficient funding and suitable work available for the appointee under the grant; and~~
  - ~~(iii) Contract Research staff who are employed on a second or subsequent contract as a contract researcher and have at least 3 years' continuous service may apply for conversion to "funding contingent" continuity of employment, subject to the following requirements:~~~~

**Comment [WSU2]:** Conversion provisions for Contract Research Staff have been moved to a separate conversion clause.

- A. ~~the Employee must have completed an Academic Career Development, Planning and Review process within the past year;~~
  - B. ~~the Dean or Director of the School or work unit must be satisfied that there is likely to be sufficient revenue or funding streams to provide continuing support for the Employee's employment; and~~
  - C. ~~the Dean or Director must be satisfied that the Employee has generic and transferable skills in addition to their research speciality, and those skills are subject to ongoing demand within the University.~~
- (b) ~~Applications under subclause 14.21 must be made in writing to the Dean or Director of the School or work unit, who will review the application and advise the Employee in writing of the outcome.~~
- (c) ~~The University may refuse an application for conversion under subclause 14.21 on the grounds that:~~
- (i) ~~the criteria in subclause 14.21 are not satisfied;~~
  - (ii) ~~the Employee is a student, and their status as a student was the primary reason for their appointment;~~
  - (iii) ~~the Employee is a genuine retiree (including an Employee who elected to change from continuing employment to a pre-retirement or post-retirement contract); or~~
  - (iv) ~~the performance of the Employee has not been satisfactory.~~
- (d) ~~Contract Research Employees will be entitled to notice, access to renewal and severance pay in accordance with clause 47: Fixed Term Employees Termination Notice and clause 48: Fixed Term Employees Severance Pay.~~
- (e) ~~Where a Contract Research Employee's employment is converted to Funding Contingent Continuing Employment and the relevant external funding ceases for reasons outside the Employee's control, and the University is not able to redeploy the Employee or obtain suitable employment for them, the Employee's employment will be terminated on grounds of redundancy, and they will receive 4 weeks' notice (or pay in lieu of notice) plus severance pay in accordance with clause 48: Fixed Term Employees Severance Pay.~~

### **1.91.7 Casual employment**

- (a) A casual Employee is an Employee engaged by the hour and paid on an hourly basis, ~~according to the casual pay rates set out in~~ accordance with Schedule 2.
- (b) ~~It is not the intention of the University to utilise casual employment to fill positions of work that could reasonably be filled on an ongoing or fixed term basis or to increase the level of casual employment during the term of this Agreement.~~
- (c) ~~Casual employment should be on the basis of merit, and be transparent,~~

~~competitive and consistent with University policy.~~

- ~~(d)(b) Each A casual Employee who is engaged for at least one teaching session will be entitled to paid participation in ~~an appropriate~~ orientation and induction, ~~for which they will be paid.~~~~
- ~~(e)(c) 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.~~
- ~~(f) A casual Employee is entitled to ~~not be~~ unavailable available to attend work, or to leave work, for the reasons specified in clause 29: Personal Leave and clause 31: Parental Leave, by agreement with their Supervisor.~~
- ~~(g)(d) 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 cannot be reached, the Employee will be entitled to be unavailable to attend work for up to 2 days without pay per occasion. ~~No payment will be paid for any period of non-attendance.~~~~
- ~~(h) If a casual Employee is unavailable for work because they have carer's responsibilities, they will ~~not be disadvantaged in relation to the opportunity for future work at the end of the period of unavailability.~~~~
- ~~(i)(e) Each casual Employee will receive a written offer of employment in accordance with clause 12: Terms of Engagement that will identify all of the duties required to be performed by the Employee and rate of pay for each duty and a statement that any additional duties required will be paid at the appropriate rate. ~~When responding to an offer of employment, a~~ When accepting an offer of appointment, a casual Employee must disclose any other academic employment that is currently held ~~in which they are currently engaged~~ at the University.~~
- ~~(j) An authorised claim for payment by a casual Employee will be processed promptly when submitted in order that they will be paid fortnightly the approved claims submitted to payroll by the published closing date.~~
- ~~(k) The University will provide to all Employees involved in the employment and supervision of casual Employees information on the terms of casual employment.~~
- ~~(l)(f) Over the During the nominal term of this Agreement, the University will use its best endeavours to reduce the total number of academic casual Employees active on the payroll system will reduce engaged by the University as a proportion of the total number of ongoing and fixed-term academic Employees employed by the University. The University commits to providing annual figures to the Implementation Committee for monitoring purposes~~

## **1.10 — Teaching Focused Roles**

- 1.1 — Teaching Focused Roles (TFRs) are a means of reducing casualisation and providing career development opportunities for casual Employees.

### ***General***

1.2 TFRs will be used for the performance of work:

- (a) that is currently performed by one or more casual Employees; or
- (b) in new positions for which the work would have otherwise been performed by a casual Employee.

1.3 TFRs are not intended by the University to permanently replace ongoing or fixed term Employees whose positions have been made redundant.

1.4 Subject to subclause 14.43 the University will, over the term of this Agreement, appoint at least 50 Full Time Equivalents to ongoing TFRs, of which at least 30% will be new employees. Such appointments will include any TFRs which are converted from fixed term appointments to ongoing appointments under subclause 14.51.

1.5 The workload provisions for TFRs are set out in clause 23: Workloads for Teaching Focused Roles.

#### ***Eligibility and applications***

1.6 Applications for TFRs will be open to:

- (a) Employees engaged in existing TFRs as at the date on which this Agreement commences operation ("**Existing TFR Applicants**");
- (b) internal applicants who have been engaged as a casual Employee for at least 4 teaching sessions in the preceding 3 years ("**Internal Applicants**"); or
- (c) external applicants whose most recent employment by an Australian university has been as a casual, fixed term or ongoing academic employee in that university for a period of at least 12 months and who have been awarded, or are progressing towards, a PhD (unless the University has determined that a PhD is not required for the relevant TFR) ("**External Applicants**"); and

who have a demonstrated capacity to meet the current and future expectations of the TFR, including any new duties or skills that may be required, and the School's strategic direction.

1.7 New TFRs will be advertised internally and externally and appointed through a merit based competitive selection process. TFRs will be offered in accordance with the requirements of the School having regard to the qualifications and experience of the applicant.

#### ***Basis of TFR appointments***

1.8 TFRs may be offered as follows:

- (a) for successful Existing TFR Applicants and Internal Applicants — on an ongoing, full time or part time basis; or
- (b) for successful External Applicants — on an ongoing or fixed term, full time or part time basis.

1.9 Fixed term TFRs that are offered to External Applicants pursuant to subclause 14.43(c) are limited to the categories of fixed term employment prescribed by subclause 14.11.

#### ***Eligibility for promotion***

1.10 An Employee engaged in a TFR may apply for promotion.

~~1.11 — Any application for promotion by an Employee in a TFR will be assessed having regard to the criteria specified for the TFR.~~

#### ~~**Conversion**~~

~~1.12 — If a new TFR appointment is made on a fixed term basis, the Employee will be eligible to apply for conversion to ongoing employment at the end of their fixed term appointment subject to the following conditions:~~

~~(a) — the Employee was appointed through a merit based competitive selection process;~~

~~(b) — the Employee has performed satisfactorily in the TFR; and~~

~~(c) — ongoing work of the same or substantially similar duties is available within in the School.~~

~~1.13 — In the event that an application for conversion is not approved and further employment is not offered, the Employee will be entitled to severance pay under clause 49: Fixed Term Employees Severance Pay.~~

~~1.14 — An Employee who was engaged in an existing, fixed term TFR as at 15 December 2013 will be converted to an ongoing full time or part time TFR (consistent with their existing appointment) subject to the following conditions:~~

~~(a) — the Employee was appointed through a merit based, competitive selection process;~~

~~(b) — the Employee has performed satisfactorily in the TFR; and~~

~~(c) — ongoing work of the same or substantially similar duties is available within the School.~~

~~1.15 — The University will not be required to advertise (either internally or externally) any ongoing TFR to which an existing employee may be converted under subclause 14.51.~~

#### ~~**Workloads for TFRs**~~

~~1.16 — Workloads for TFRs will be allocated in accordance with clause 23: Workloads for Teaching Focused Roles.~~

#### ~~**Transition to a teaching and research role**~~

~~1.17 — An Employee in a TFR may apply for transition to a teaching and research role.~~

~~1.18 — Any application for transition by an Employee in a TFR will be assessed having regard to the criteria specified for the teaching and research role at the level sought.~~

~~1.19 — The Academic Career Development, Planning and Review Process will be available to assist any Employee in a TFR who wishes to transition to a teaching and research role.~~

#### ~~**Access to the Academic Career Development, Planning and Review process**~~

~~1.20 — Casual employees who undertake at least eight hours per week of face to face teaching over the course of the year will have access to the Academic Career Development, Planning and Review process.~~

### ~~**1.11 — Career Development Fellowships**~~

- ~~1.21 — Career Development Fellowships (CDFs) are a means of reducing casualisation and providing career development opportunities for casual Employees.~~
- ~~1.22 — Subject to the interest and availability of qualified candidates, over the life of this Agreement, the University will advertise and appoint 20 casual academic Employees and 20 recent PhD graduates from any university to CDFs.~~
- ~~1.23 — CDFs will be standard teaching and research or research only academic fixed term contracts of 3 years' duration.~~
- ~~1.24 — Each year, existing casual academic Employees and recent PhD graduates may register their interest in and eligibility for a CDF with the University as CDFs are announced and become available.~~
- ~~1.25 — Eligibility to apply for CDFs will be restricted to the following:~~
- ~~(a) — recent PhD graduates in a relevant discipline area; or~~
  - ~~(b) — casual academic Employees with equivalent qualifications and/or experience and who have performed casual teaching work for the University in 5 entire teaching periods over the last 5 years.~~
- ~~1.26 — CDFs will be selected from eligible applicants based on academic merit.~~
- ~~1.27 — At the end of CDFs, an assessment will be made as to whether a once only further fixed term appointment of 2 years should be made.~~



## Professional Staff Agreement – current clause 14

### 1. CATEGORIES OF EMPLOYMENT

#### 1.1 Ongoing employment

- (a) An ongoing Employee is an Employee engaged for an indefinite period of time.
- ~~(b) Ongoing employment may contain a reasonable probationary period provided that it is directly related to the work to be done, under conditions set out in clause 13: Probation.~~
- ~~(c) Ongoing employment will normally cover the whole year. However, ongoing employment may be for specified sessions or seasons within the year (part-year), for:~~
- ~~(d) an ongoing Employee engaged part year; or~~
- ~~(e) a casual Employee whose employment is converted to ongoing part year employment under this clause.~~
- ~~(b) For If an ongoing Employee is engaged part-year, the period(s) of the year in which they are not required to perform work:~~
- ~~(i) \_\_\_\_\_ will not break continuity of service, however these period(s); but~~
- ~~(ii) \_\_\_\_\_ will not count as service for leave accrual purposes.~~

#### 1.2 Part-time employment

- (a) Part-time employment means ongoing or fixed-term employment wherein which the ordinary hours of work are less than those of a full-time Employee.
- ~~(b) An Employee may be engaged part time and A part-time Employee will be entitled to the provisions of this Agreement on a proportionate pro rata basis to an equivalent full-time Employee, unless otherwise provided specified by this Agreement.~~
- ~~(c) An ongoing, full-time 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:~~
- ~~(d) the approval to work part time;~~
- ~~(e) the period of part time work;~~
- ~~(f) the classification applying to the work; and~~
- ~~(g) any agreed arrangements for return to full-time work.~~
- ~~(h)(c) If they are not given approval the University will advise them of the reasons in writing.~~
- ~~(d) Part-time work arrangements may be varied by written agreement between an Employee and their Supervisor.~~

#### 1.3 Fixed-term employment

- (a) A fixed-term Employee is an Employee engaged for a fixed-specified period of time ~~or for a defined task or project.~~
- ~~(b) Fixed-term employment may contain a reasonable probation period that is directly related to the nature of the work to be done under the contract. Any second or subsequent fixed-term engagement will not contain a probation period.~~
- ~~(c)~~(b) 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.

### Categories of fixed-term employment

- ~~(c)~~(c) The use of ~~fixed-term~~ employment is limited to the following circumstances:
- (i) ~~for a specific task or project of limited duration; a definable work activity that has a starting time and is expected to be completed within an anticipated timeframe;~~
- (ii) ~~external funding; for a position paid entirely for which more than 50% is paid from an identifiable source of external funding external to the University, not being (excluding funding that is part of an operating grant from Government, or comprised funding comprising payments of fees made paid by or behalf of students);~~
- (iii) ~~research only; for research only positions, for a period of up to 5 years;~~
- ~~(iv) temporary replacement; to temporarily:~~
- ~~A. replace an ongoing Employee who is on leave, secondment, or performing higher duties; or~~
- ~~A.B. fill a vacant position the University has made a definite decision to fill, and for which recruitment action has commenced or is soon to commence;~~
- ~~(iv) recent professional practice; to temporarily fill a vacant position which the University has made a definite decision to fill and has commenced recruitment action;~~
- (v) ~~if where a curriculum or accreditation requires professional, or vocational, or specific specialised industry expertise which that requires that work be undertaken by a person who has recent practical or commercial experience, for a period of up to 5 years;~~
- ~~(vi) pre-retirement; for a pre-retirement contract for of an ongoing Employee, for a period of up to 5 years before the Employee's intended date of retirement and which will not be renewed;~~
- ~~(vi)~~(vii) ~~post-retirement; a post-retirement contract, for a period of up to 5 years after the Employee's date of retirement;~~
- ~~(viii) enrolled student; for work by to employ an enrolled student of the University for:~~
- ~~A. (provided that it is not a condition of employment that a person undertake a studentship), who may be employed for the duration all or part of their candidature; in whole~~

~~or in part, or~~

~~A.B. \_\_\_\_\_ for a period of up to 2 years, provided the contract begins appointment commences within the first 12 months following of completion of their the student's degree; or~~

~~(vii) \_\_\_\_\_ **discontinued teaching program:** to fill a vacancy occasioned caused by the resignation, retirement or retrenchment of a displaced edeparture of an Employee engaged in the support of an existing teaching program that is to be discontinued, where a decision has been made to discontinue the program and the position is not to continue; or~~

~~(ix) \_\_\_\_\_ **new organisational area:** for positions within a new organisational area under [subclause 14.12](#); or~~

~~(x) \_\_\_\_\_ **disestablished organisational area:** for positions within a disestablished organisational area under [subclause 14.15](#);~~

~~(viii) \_\_\_\_\_ post-retirement contract for a period of up to 5 years after the Employee's date of retirement.~~

~~(ix)(xi) \_\_\_\_\_~~

~~(e)(d) \_\_\_\_\_ Nothing within this subclause affects the validity or operation of any fixed-term contract that was entered into before the commencement of this Agreement. However, such fixed-term contracts may **only** be renewed after the commencement of this Agreement **only** if they fall within one or more of the categories listed above.~~

### **Fixed-term Employees conversion**

~~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 54: Fixed Term Employees Severance Pay. In these circumstances the Employee will be eligible for accrued entitlements.~~

~~An Employee on a fixed-term contract may apply for conversion to ongoing employment subject to the following conditions:~~

~~the University has determined that ongoing work of the same or substantially similar duties is available within the Employee's School or work unit;~~

~~the period of employment under fixed-term contracts has exceeded 3 years of continuous service;~~

~~the current contract is the second or subsequent fixed-term contract for the employee;~~

~~the employee was originally appointed or subsequently appointed through a competitive selection process; and~~

~~the conversion request must be approved by the Dean/Director of the School or work unit.~~

~~The University will advise of the outcome and the reasons where the application has been denied.~~

**Comment [WSU1]:** Fixed-term employees conversion (current 14.13-14.16 has been moved to a separate conversion clause).

~~Notwithstanding anything in subclause 14.14(b), the University at its discretion may convert any fixed term employment.~~

#### 1.4 Casual employment

- (a) A casual Employee is an Employee engaged by the hour and paid on an hourly basis.
- (b) 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.

A casual Employee is entitled to ~~not be available~~ be unavailable to attend work, or to leave work, for the reasons specified in clause 35: Personal Leave and clause 37: Partner Parental Leave. ~~The casual Employee and their Supervisor will agree on the period for which the Employee will be entitled to be unavailable to attend work by agreement with their Supervisor.~~ If agreement cannot be reached, the Employee will be entitled to be unavailable to attend work for up to 2 days without pay per occasion. ~~No payment will be paid for any period of non-attendance.~~

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

Comment [WSU2]: Casual conversion (current 14.22-14.31 has been moved to a separate conversion clause).

#### 1.5 ~~Casual Employees – conversion to ongoing or fixed-term employment~~

- ~~(a) 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 substantially the same position in the same organisational unit either:
  - ~~(i) over the immediately preceding 12 months, during which their average weekly hours worked equalled at least 50% of the ordinary weekly hours of an equivalent employee engaged full time; or~~
  - ~~(ii) over the preceding 24 months.~~~~
- ~~(b) 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.~~
- ~~(c) The University will inform a casual Employee at the time they are engaged that they may apply for conversion if they become eligible.~~
- ~~(d) The University will inform all casual Employees from time to time of the conversion entitlements under this clause.~~
- ~~(e) An eligible casual Employee may apply in writing to have their employment converted to ongoing or fixed term employment.~~
- ~~(f) 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.~~
- ~~(g) The University may not unreasonably refuse an application for conversion, however it may reject an application on reasonable grounds, including that the casual Employee:~~

- ~~(i) is a student/recent student and their status as a student is relevant to their casual engagement;~~
- ~~(ii) is a genuine retiree;~~
- ~~(iii) 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;~~
- ~~(iv) is an employee or self-employed person whose primary occupation is with the University or elsewhere;~~
- ~~(v) does not meet the essential requirement of the position; or~~
- ~~(vi) is engaged in work which is ad hoc, intermittent, unpredictable or involves hours that are irregular.~~
- ~~(h) 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 subclause 14.28(c) and that ground ceases to apply.~~
- ~~(i) 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.~~
- ~~(j) 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 this Agreement.~~

### **1.61.5 Apprenticeships and traineeships**

- ~~(a) The University recognises the unique benefits traineeship programs present for both the development of opportunities for early career employees and the University in developing future talent within the University, Greater Western Sydney and the broader community we serve.~~
- ~~(b)(a) The University may employ eligible persons under various State and Federal funded programs. The University will apply the provisions of such programs in supporting the establishment of opportunities for trainees.~~
- ~~(c)(b) The University may employ eligible persons under a Supported Wage Arrangement or under a Traineeship Agreement registered with the NSW Department of Education and Communities, and The parties agree that the provisions of the Commonwealth Government's Supported Wage System: Guidelines and Assessment will apply for the duration of this Agreement.~~
- ~~(d)(c) Employees who meet the impairment criteria for the Disability Support Pension and are eligible for a supported salary who meet the impairment criteria for the Disability Support Pension will be paid the applicable percentage of the relevant rate for the work value they are performing in accordance with the Special Supported Wage System (Employees with a Disability) Australian Pay and Classification Scale and the following prescribed rates:~~

Assessed capacity	% prescribed salary rate	Assessed capacity	% prescribed salary rate
10%	10%	50%	50%
20%	20%	60%	60%
30%	30%	70%	70%

40%

40%

80%

80%

90%

90%

| ~~(e)~~(d) ~~The~~ trainees will be paid a proportionate amount relevant to the level of work required in accordance with Schedule 1, taking into account periods away from work due to training.

| ~~(f)~~(e) Apprentices engaged by the University will be paid in accordance with Schedule 2.

## Professional Staff Agreement – current clause 6

## Academic Staff Agreement – current clause 6

### 1. INDIVIDUAL FLEXIBILITY ARRANGEMENTS

- ~~(a)~~ Notwithstanding any other provision of this Agreement, the University and an individual Employee may agree to vary the effect of ~~ertain~~ terms of this Agreement to meet the genuine needs of the University and the Employee. ~~The matters in respect of which an individual flexibility arrangement may be made are as follows:~~
- ~~(b)~~ ~~the taking of purchased annual leave of up to 4 weeks per year in addition to the annual leave provided for in clause 33: Annual Leave;~~
- ~~(c)~~ ~~the taking of additional leave without pay consequent upon the birth or adoption of a child in addition to the leave provided for in clause 37: Parental Leave;~~
- ~~(d)~~ ~~accelerated leave arrangements for the taking of annual leave in circumstances where an Employee's annual leave balance exceeds 60 days, provided that:~~
- ~~(e)~~ ~~the annual leave taken pursuant to the arrangement is taken at a rate greater than the Employee's ordinary pay, but no higher than double pay, with a commensurate reduction in the Employee's annual leave balance;~~
- ~~(f)~~ ~~the Employee's annual leave balance cannot be reduced to less than 30 days; and~~
- ~~(g)~~ ~~the Employee has not already entered into an accelerated leave arrangement during the term of this Agreement; and~~
- ~~(h)~~ ~~the cashing out of an annual leave balance of more than 60 days to reduce the balance to not less than 30 days, provided that:~~
- ~~(i)~~ ~~the Employee has not already entered into a cashing out arrangement during the term of this Agreement; and~~
- ~~(j)(a)~~ ~~the Employee takes and the University grants a minimum of 10 days' annual leave within 3 months of the cashing out.~~
- ~~(k)(b)~~ The University and the individual Employee must genuinely agree to the individual flexibility arrangement without coercion or duress.
- ~~(l)(c)~~ The University must ensure that the terms of the individual flexibility arrangement:
- (i) are about permitted matters under section 172 of the Act; and
  - (ii) are not unlawful terms under section 194 of the Act; and
  - (iii) result in the Employee being better off overall than the Employee would be if no arrangement was made; and

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- (iv) do not result in the Employee being provided with any payment or benefit that is inconsistent with the NES under the Act.

~~(m)~~(d) The University must ensure that the individual flexibility arrangement:

- (i) is in writing; and
- (ii) includes the name of the employer and Employee; and
- (iii) is signed by the employer and Employee, and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
- (iv) includes details of:
  - A. the terms of this Agreement that will be varied by the arrangement; and
  - B. how the arrangement will vary the effect of the terms; and
  - C. how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and

~~(n)~~(e) states the day on which the arrangement commences.

~~(o)~~(f) The University must give the Employee a copy of the individual flexibility arrangement within 14 days of the arrangement being agreed.

~~(p)~~(g) The University or Employee may terminate the individual flexibility arrangement:

- (i) by giving no more than 28 days' written notice to the other party to the arrangement; or
- (ii) if the University and Employee agree in writing — at any time.



## Professional Staff Agreement – current clause 44

## Academic Staff Agreement – current clause 38

# 1. ORGANISATIONAL CHANGE

## 1.1 Terms used in this clause

- (a) ~~For successful implementation of organisational change there needs to be consultation.~~ **Consultation** means:
- (i) the sharing of all relevant information with directly affected Employees, and their Union(s) and/or Representative(s) including the nature of the change and the effect of the change on affected employees; Unions;
  - (ii) directly affected Employees being given the opportunity to express their views and ~~to~~ contribute in a timely fashion; and
  - (iii) the views of directly affected Employees, and their Union(s) and/or Representative(s) ~~Unions~~ being valued and taken into account by the University.
- (b) Employees are **directly affected** if ~~the proposed organisational~~ change is likely to have a significant impact on their work practices, working conditions and/or employment prospects.
- (c) ~~Minor change is organisational change that does not fall within the definition of significant organisational change.~~
- ~~(d)~~ **Outsourcing** means replacing or replicating the work specifically and directly performed by an existing Employees at the time of making this Agreement with a contract for service or work by an organisation (including a controlled entity) or someone who is not an Employee.
- (e) **Significant organisational change** may involve outcomes of the same level of consequence as, but not limited to:
- (i) ~~the discontinuation of position due to work no longer being required to performed termination of employment (which may lead to including voluntary retrenchment and redundancy);~~
  - (ii) changes to the composition or size of the workforce within the work unit(s);
  - (iii) closure of a University work unit/s;
  - (iv) introduction of significant technological change;
  - (v) changes to course or unit offerings which change the staffing profile required to teach and/or support the delivery of the course or unit or will significantly impact upon the workload of staff or changes to the academic year pattern;
  - (vi) significant changes to work practices, core duties and times and/or hours of operation of directly affected Employees' work units;

Comment [WSU1]: These provisions have been moved from other areas of the clause.

Terms have been re-ordered so they are now in alphabetical order.

Comment [WSU2]:

Comment [WSU3]: Moved definition from the definitions clause for ease of reference.

- (vii) relocating directly affected Employees to another campus; and
- (viii) a significant reduction in employment or significant adverse impact on employment opportunities (including redeployment).

## 1.2 Representation

- (a) A directly affected Employees ~~directly affected who are members of the Unions party to this Agreement,~~ may choose to seek the advice, representation and support of their Union during consultation, ~~their Union. They may also, or appoint a or other Representative to assist them for the purposes of this clause.~~

Comment [WSU4]: Amended as per unions' request.

## 1.2 Consultation on proposed organisational change

~~Security of employment is important for the University to function effectively, achieve its strategic goals and enhance quality, however the Parties recognise change as a normal activity within the operational context of the University.~~

## 1.3

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

Comment [SO5]: The University does not agree with the additional wording. The FWA already requires the University to adhere to its consultation obligations.

## 1.4 Minor change

- (a) ~~The Parties acknowledge that many changes that take place in the workplace can be relatively minor and consequently~~ Minor Change will be addressed at the ~~workplace local~~ level through ~~direct local~~ discussion with ~~individual~~ directly affected Employees ~~and/or the work unit if appropriate, and/or the work unit.~~
- (b) In cases of a proposed ~~M~~minor ~~C~~change, ~~the~~a formal change process will not apply ~~where if:~~
  - (i) all ~~directly affected~~ Employees in ~~a the relevant~~ work area ~~directly affected by minor change~~ have been involved in discussion and consideration of the change; and
  - (ii) ~~all of those of those the~~ Employees agree with the proposed ~~minor~~ change.
- (c) If directly affected Employees ~~advise the University either directly or through their Union and/or their Representative that they advise the University, either directly or through their Union Representative, that they~~ do not agree with the proposed ~~M~~minor ~~C~~change, the formal change process will ~~then~~ ~~commence~~ apply.

Comment [SO6]: The University agrees with the inclusion of the additional wording.

## 1.3.1.5 Discussions before a change proposal is developed

~~The parties accept that there often will be consideration of issues within organisational units prior to the decision to proceed to organisational change and the development of a change proposal.~~

Comment [S07]: The University does not agree with this additional wording as it does contribute meaningfully to the clause.

~~If these issues will that may lead to organisational change arise, the University will discuss these and the general character of the changes under consideration with any directly affected Employees before developing a change proposal.~~ The University will discuss with directly affected Employees issues that might lead to change before developing a change proposal. Such discussions may include the preparation of ~~The University may make~~ an issues paper which would be made available to directly affected Employees ~~and their work unit~~ of the work unit prior to the development and release of a formal change proposal.

## 1.6 Outsourcing

(a) ~~The University will make an issues paper available to directly affected Employees prior to the release of a formal change proposal in cases of proposed Outsourcing of work performed by an Employee of the University.~~

Comment [WSU8]: Part of current .8.

~~(a)(b) The University will also report to the Implementation Committee about any proposal for Outsourcing.~~

## 1.7 Developing a change proposal

~~(b) The following processes will be adopted when significant change is being proposed by the University:~~

~~(c)(a) The University will develop a written change proposal using the following template using the following template to covering the following issues if significant organisational change is proposed:-~~

~~(d) A change proposal will cover:~~

- ~~(i) type and nature of the proposed change;~~
- ~~(ii) reason(s) for the proposed change, including any financial reason(s);~~
- ~~(iii) current staffing profile and/or current location;~~
- ~~(iv) proposed staffing profile, and proposed and location changes;~~
- ~~(v) impact on Employees and their work in the affected work unit; and~~
- ~~(v)(vi) suggestions for mitigating any negative consequences any suggestions for mitigating any potentially adverse effects of the change on Employee including workload implications; for directly affected Employees;~~
- ~~(vi)(vii) evidence to support any case for Outsourcing;~~
- ~~(vii)(viii) any impact on Employees in another work unit;~~
- ~~(viii)(ix) any health and safety implications;~~
- ~~(ix)(x) any equity implications;~~
- ~~(x)(xi) financial impact; and~~

(xii) a proposed implementation plan, including indicative timeframes and any transitional arrangements.

~~(xi) Whether a post implementation review is appropriate~~

## 1.8 The Consultation process

~~(e)(a)~~ A change proposal will be sent to all directly affected Employees and Unions of affected Employees ~~their Union(s) and/or nominated Representatives, including those any Employees~~ on leave or secondment, allowing at least 2 weeks for feedback.

(b) As soon as practicable after the release of a change proposal, the University will consult with all directly affected Employees and ~~the relevant Union/s~~ their Union(s) and/or nominated Representative(s). Where practicable, consultation will take the form of face to face meetings.

~~(f)(c)~~ During the consultation process, an Employee whose position is proposed to be discontinued may suggest measures to mitigate any negative consequences for the Employee if the change proposal is approved for implementation. This may include, but is not limited to a request to be considered for redeployment prior to implementation of the change proposal (Early Redeployment). If the Employee requests Early Redeployment, this will be separate to the formal redeployment process prescribed by clause xx.

~~(g)(d)~~ Following consultation and taking into account feedback from directly affected Employees, and their Union(s) and/or Representative(s), the University will finalise the change proposal.

~~(h)~~ An Employee occupying a position proposed to be discontinued may provide a submission directly to the Employment Executive within the consultation period about the proposed changes relating to the position they occupy. The Employment Executive will consider the Employee's submission and make a decision about the proposed discontinuation of the position within 7 days and advise the employee of the outcome of this review.

Comment [WSU9]: Inserted new sub-heading for ease of reference.

Comment [WSU10]: Reference to Union(s) has been added throughout the clause to bring wording in line with amendment to 1.2(a).

Comment [SO11]: This allows a staff member to elect redeployment at the time a change proposal is released. In the University's view, this is a practical way of trying to mitigate negative consequences of organisational change for directly affected employees (rather than the measures previously specified).

Comment [WSU12]: The University proposes to delete this subclause as the consultation period already provides an avenue for employees to make a submission regarding the discontinuation of their position.

### 1.41.9 Distribution of final change plan

(a) The University will distribute the approved final change plan, together with a Management Response document, to all directly affected Employees, and their Union(s) and/or Representatives before implementing the plan.

~~The final change plan will also include responses to all questions and/or issues raised by the Employees and/or Unions.~~

### 1.51.10 Implementation of final change plan

(a) The University will consult with directly affected Employees, and the Union ~~their Union(s) and/or Representative(s)~~ about the process of ~~implementing and transition to,~~ implementation the change plan, including any measures ~~identified in subclause 4.4.19 that could be taken to mitigate any negative consequences for directly affected Employees.~~

(b) ~~The University will use retrenchment will be used as a last resort, after the University has explored the above options with directly affected Employees. When retrenchment is determined occurs,~~ The University will use retrenchment as a last resort, after the University has explored the above options with directly affected Employees. When retrenchment occurs, the University will make available, ~~upon the request of an affected ongoing Employee,~~ upon request by an affected ongoing Employee, career transition services to an agreed service level upon request by an affected ongoing Employee.

### 1.61.11 Relocation

If ~~organisational change results in~~, following the approval to restructure their work unit, an ongoing or fixed-term Employee ~~being~~ is placed in a position in the new structure at a different location from that of their previous position ~~relocated to a different campus~~ and this would result in an unreasonable increase in ~~the Employee's~~ travel ~~time or~~ costs, or ~~create an~~ unreasonable ~~unreasonably~~ impact on ~~the Employee's~~ family or carer's responsibilities, the University will, ~~if practicable, then consider any or all of the following relocation options if practicable:~~

- (i) voluntary swap with another ~~employee~~ Employee in a similar position at a different location ~~if the University agrees;~~
- (ii) flexible work practices, such as working at the new location for an agreed number of days per week;

~~(iii) working in the new location for a trial period; in the new location~~

~~(iii) with a review at the end of the trial period;~~

(iv) ~~telecommuting~~ working remotely for a trial period ~~from another location with a review at the end of the trial period;~~

(v) a combination of working in the new location and ~~telecommuting remotely from another location with a review at the end of the~~ for a trial period; ~~or~~

~~payment of a Travel Allowances and/or ability to accrue additional hours under the Flexible Hours of Work Scheme hours under the Flexible Hours of Work Scheme to account for extra travel time or cost as compared to their previous location; or~~

(vi) any other options suggested by the Employee, their ~~Union(s) or Union Representative~~, and the University.

~~(b)~~ Relocation options, other than a voluntary position swaps, will be reviewed after 3 months and either confirmed or, if the option proves unworkable or the relocation remains unreasonable for the Employee, the Employee will then become a displaced employee ~~and clause 46: Redeployment and Redundancy will apply.~~

### 1.71.12 Restructuring

~~(a) Where the University undertakes restructuring, subclauses 44.19 to 44.28 of this clause will be followed in that order.~~

~~(b)~~ (a) ~~Where~~ If a work unit is restructured, and:

~~(i) a work unit is restructured; and~~

~~(ii)~~ (i) there are the same or fewer ~~numbers of~~ directly affected ongoing Employees as there are substantially the same positions in the new structure; and

~~(iii)~~ (ii) a position that is substantially the same as that previously held by a directly affected Employee exists in the new structure;

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

~~A substantially similar role is a position at the same level and salary as the Employee's role. A non-similar role will have more than 50% of its core duties at a different level.~~

- (e)(b) If a work unit is restructured and there are more directly affected ongoing Employees than there are substantially the same positions in the new structure, the University may call for expressions of interest in voluntary redundancy from directly affected ongoing Employees.
- (e) Within 20 working days of receiving an expression of interest in voluntary redundancy from an Employee, the University will advise the Employee in writing as to whether or not a the Employee will be offered voluntary redundancy may be offered.
- (e)(c) If voluntary redundancy is offered to an Employee, ~~who expresses interest the conditions under then~~ **clause 46**: Redeployment and Redundancy will ~~then~~ apply.
- (f)(d) If after calling for expressions of interest in voluntary redundancy, there remain more directly affected ongoing Employees than there are substantially the same positions in the new structure, the University will place the remaining affected Employees into fill the positions using a merit-based selection process, ~~es from among the group of directly affected ongoing Employees.~~
- (g)(e) A directly affected ongoing Employee who is not placed in the new structure or successful in merit-based selection will become an "**eligible Eemployee.**"
- (f) The University may place an eligible Eemployee in a new or vacant position in the new structure if:
- (i) the position is suitable; and
  - (ii) the eligible Eemployee agrees to the placement, such agreement will not to be unreasonably withheld.
- A suitable position is one for which the eligible Eemployee possesses the necessary essential skills, qualifications and/or experience, or is likely to attain them following a reasonable period of retraining, and which is equivalent in salary to the eligible Eemployee's previous position. The process of placement will be supported by a centrally administered capability assessment process.
- (h)(g) If an eligible Eemployee agrees, the University may place them in a new or vacant position at a lower level in the new structure with salary maintained for all purposes at the level of their previous position for 12 months, after which it will be reduced to the maximum salary step of the position.
- (h)(h) If there are 2 or more eligible Eemployees being considered for placement in a suitable new or vacant position in the new structure, placement will be determined using a merit-based selection process ~~will be followed to determine placement process.~~
- (h)(i) An eligible Eemployee who is not placed will become a displaced employee and the conditions in **clause 46**: Redeployment and Redundancy will apply.

**Professional Staff Agreement – current clause 45**

**Academic Staff Agreement – current clause 39**

**1. JOB SECURITY AND OUTSOURCING (PROPOSE TO DELETE)**

- (a) Job security is important for the University to function effectively and achieve its strategic goals.
- (b) The University recognises the value of attracting, developing and retaining high quality staff on merit on a continuing employment basis and will initiate and pursue active programs within the term of this Agreement to:
  - (i) maintain overall levels of employment at the University over the life of this Agreement; and
  - (ii) reduce systemic long term casualisation.
- (c) The University will not increase the use of casual employment at the expense of ongoing employment.
- (d) In the case of forecast reductions in workforce, the University will discuss with affected ongoing and fixed-term Employees issues that might lead to redeployment or redundancy before developing a formal change proposal. Such discussions may include the preparation of an issues paper which would be made available to affected Employees of the work unit prior to the development and release of a formal change proposal.
- (e) In the event of workforce reduction, job security will be supported and facilitated by the following measures:
  - (i) pro-active case management of notified ongoing displaced Employees, with retrenchment being a last resort;
  - (ii) use of redeployment in consultation with the affected Employee and their nominated representative, who may be an official of the relevant Union;
  - (iii) natural attrition;
  - (iv) voluntary conversion to a reduced employment fraction for an agreed fixed period or on a continuing basis;
  - (v) voluntary transfer to another work unit;
  - (vi) voluntary secondment;
  - (vii) pre-retirement contracts;
  - (viii) voluntary position swaps;
  - (ix) voluntary leave without pay;

**Comment [SO1]:** The University feels this clause is repetitive of information contained elsewhere in the agreements

**Comment [SO2]:** Unnecessary motherhood statement

**Comment [SO3]:** The University cannot make this commitment in the current environment

**Comment [SO4]:** This can be covered in clauses covering casual employment

**Comment [SO5]:** This is covered in the Organisational Change clause

**Comment [SO6]:** As discussed previously, these options are not practical

(x) voluntary taking of long service leave.

## 1.2 Outsourcing

- (a) A proposal for Outsourcing work will not be justified primarily on the basis that an outside provider has lower rates of pay than the University.
- (b) The University will adhere to the requirements of the Act in relation to proposed Outsourcing.
- (c) If Outsourcing is proposed, the University will follow the provisions as outlined in clause 44: Organisational Change. This will involve the preparation of a discussion paper (under subclause 44.8) prior to the development of an organisational change proposal that includes the provision of evidence to support the case for Outsourcing as per subclause 44.11(f), and provide the opportunity to assess the proposal and present alternatives including the training and development of existing directly affected Employees.
- (d) Where an ongoing or fixed-term Employee is displaced as a result of Outsourcing, the Employee will be entitled to the payment prescribed by subclause 46.25.
- (e) The Implementation Committee will receive reports on any proposal for Outsourcing and provide advice on the implementation of this clause.

**Comment [WSU7]:** The University cannot commit to this in its current financial position.

**Comment [WSU8]:** Unnecessary – the University is already required to comply with its legislative obligations.

**Comment [WSU9]:** Unnecessary – the Organisational Change clause already applies.

**Comment [WSU10]:** Included in 1.5(b) of Organisational Change clause.

**Comment [WSU11]:** Unnecessary – requirement to include this information is already included in .11(f).

**Comment [WSU12]:** Unnecessary – the consultation provisions contained in the Organisational Change clause allow for assessment of a change proposal during the consultation phase. Employees can also make submissions during this phase.

**Comment [WSU13]:** Unnecessary – this provision is already in the Redeployment and Redundancy clause.

**Comment [WSU14]:** Move to 1.5(d) of proposed Organisational Change clause.

**Comment [WSU15]:** Unnecessary – Implementation Committee clause already requires the IC to advise on implementation on various clauses of the Agreements.



## Professional Staff Agreement – current clause 46

## Academic Staff Agreement – current clause 40

### 1. REDEPLOYMENT AND REDUNDANCY

(a) ~~This clause does not apply to casual or fixed-term Employees.~~

#### 1.2 Displaced Employees

~~(a) Organisational change may result in an ongoing Employee becoming a being displaced employee because the University no longer requires the Employee's job to be performed by anyone due to changes in the University's operational requirements, in which case the procedures set out in this clause will apply. They are no longer able to be gainfully employed in the type of work in which they were engaged, provided that~~

Comment [WSU1]: In line with Fair Work Act definition of "genuine redundancy."

~~(b) The University will:~~

~~(i) advise an Employee in writing if they are displaced;~~

~~(ii) discuss with a displaced Employee their options regarding redeployment or redundancy; and~~

~~(iii) pro-actively case manage and consult with the displaced Employee.~~

Comment [WSU2]: Added as per CPSU request.

~~(a) The University will provide displaced employees with an Employee is not displaced if there are minor changes to the job or where there are changes to duties in accordance with the multi-skilling provisions contained in clause 27: Career Planning and Development.~~

~~Where positions are identified as discontinued in Organisational Change, affected position holders will have access to calculations of their estimated redundancy entitlements including taxation, and annual and long service leave entitlements.~~

~~Where a directly affected Employee expresses an interest in voluntary redundancy and that interest is approved for consideration by the Dean or Director of the School or work unit, a detailed estimate of the Employee's redundancy entitlements including taxation, annual and long service leave entitlements will be provided by the University.~~

~~(b) The University will advise a directly affected 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.~~

~~(c) The University will fulfil its obligations to displaced Employees under the relevant provisions of the Act, including mitigating the likelihood of retrenchment (where practicable) within the provisions of this Agreement and where appropriate, in relation to the Employee's stated wishes, the University will:~~

~~(d) \_\_\_\_\_~~

~~(e) discuss with a displaced Employee their options regarding redeployment or redundancy; and~~

~~(f)(c) pro-actively case manage and consult with the displaced Employee.~~

### 1.3 Support for displaced Employees

- ~~(g)~~(a) The University will provide the following support to displaced Employees:
- (i) professional assistance in applying for positions, interview techniques and career planning;
  - (ii) professional counselling; and/or
  - (iii) job search and career transition management services, ~~(which may include relevant and specifically targeted short-term training programs).~~

~~(h)~~(b) If the University proposes ~~transferring to transfer~~ an ongoing ~~or fixed-term~~ ~~Employee from the University to~~ another employer, the following conditions will apply:

- (i) no Employee will be forced to transfer to another employer; and
- ~~(ii)~~ if an Employee wishes to remain with the University, the Employee will have access to the redundancy and redeployment provisions contained in this clause;

~~(iii)~~(ii) ~~if an Employee wishes to move to an outside organisation, the University will facilitate the move on a short-term trial or secondment, during which time the University will maintain the Employee's conditions of employment as per this Agreement. The Employee will have access to the redundancy and redeployment provisions contained in this clause at the end of the short-term trial or secondment if the short-term trial or secondment does not result in the Employee being employed by the outside organisation.~~

Comment [WSU3]: Deleted reference to "fixed-term Employee" as they are excluded from the operation of this clause.

### 1.4 Consideration period

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

- ~~(i)~~ elect in writing to be considered for redeployment; or
- ~~(ii)~~ express an interest in voluntary redundancy.

~~(b)~~ If a displaced Employee does not make an election within the required timeframe, and there are no obvious positions into which the Employee could be redeployed, the University may proceed directly to redundancy.

~~If an Employee is on secondment at the time their substantive position is discontinued, the Employee will be required to make an election under subclause 1.4(a) at that time. The Employee may elect:~~

- ~~voluntary redundancy, which will then take effect in accordance with subclause 1.7(c);~~
- ~~redemption, in which case the redeployment period will commence from the date of election in accordance with subclause 1.5(b); or~~
- ~~(iv)~~ redeployment into their seconded position, however if they do so, the redeployment and redundancy provisions prescribed by this clause will not apply at the conclusion of the secondment.

~~(c)~~ If an Employee is on secondment at the time their substantive position is discontinued, and:

Comment [WSU4]: For WSU discussion – do we want to include something here about the remaining time on the secondment and how this impacts the requirement to elect? For example, if they have less than x months left?

Comment [WSU5]: This has been amended.

~~(i) the secondment has more than 3 months remaining, the Employee will be required to make an election under subclause 1.4(a) at that time. The Employee may elect:~~

~~A. voluntary redundancy, which will then take effect in accordance with subclause 1.7(c); or~~

~~B. redeployment, in which case the redeployment period will commence from the date of election in accordance with subclause 1.5(b); or~~

~~(ii) the secondment has less than 3 months remaining, the requirement to make an election under subclause 1.4(a) will be deferred until the conclusion of the secondment (excluding any extensions).~~

### 1.31.5 Redeployment

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

#### Redeployment period

~~(a)(b) For 12 weeks from the date that on which a displaced Employee elects to be redeployed redeployment, 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. The University may agree to a longer or shorter redeployment period if requested by the Employee.~~

Comment [WSU6]: New as per unions' request.

~~(b)(c) A displaced Employee who elects redeployment and who:~~

~~(i) is displaced through a decision by the University to outsource the Employee's work; and~~

~~(ii) is aged 45 years or over, or has in excess of more than 15 years of eContinuous Sservice with the University;~~

~~will be entitled to an extra-additional 4 week period of redeployment redeployment period, unless the Employee elects to be paid in lieu of this additional period.~~

Comment [WSU7]: Replaces "waive" as per discussion.

~~(d) During the redeployment period, a displaced Employee:~~

~~(i) may continue to work in their own work unit, and/or work temporarily in another work unit, and/or undertake training. They; and~~

~~(ii) will be given reasonable paid time off work to attend job interviews or undertake other job search activities.~~

~~(e) 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.~~

~~(f) 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.~~

~~(e)~~(g) If there is more than one displaced Employee being considered for a position, the University will decide which ~~Employee one~~ best meets the position requirements based on their skills, qualifications and experience.

~~(f)~~(h) A displaced Employee seeking redeployment may also seek retraining to enable them to be redeployed to a specified position within the University.

~~(g)~~(i) The University is committed to providing reasonable time and resources for retraining.

### **Offers of redeployment**

~~(h)~~(j) A displaced Employee who elects redeployment must not refuse a reasonable offer of redeployment or training, ~~however t-~~ 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.

~~(i)~~(k) A displaced Employee who accepts redeployment to a position at a lower Salary level is entitled to **Salary** maintenance ~~of their previous Salary level for a period of 12 months. At the end of this period, after which~~ their Salary will be reduced to the maximum salary step of the new position.

### **1.41.6 Retrenchment**

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

(i) ~~the displaced Employee~~ must be suitably qualified and have the capacity to perform the work, and/or

~~(ii)~~(ii) ~~could be retrained within a reasonable period of time to perform the work.~~

(b) If ~~at the end of the redeployment period at the end of the redeployment period or period of retraining,~~ a displaced Employee ~~who has elected redeployment~~ is not redeployed, ~~they the Employee~~ will be retrenched and ~~will be~~ entitled to:

(i) payment equal to 8 weeks at the ~~Employee's~~ Base Rate of Pay; and

(ii) payment equal to 3 weeks at the ~~Employee's~~ Base Rate of Pay for each completed year of ~~e~~Continuous ~~s~~Service, up to a maximum of 60 weeks.

(c) If a retrenched Employee ~~is, as described in subclause 46.24 above is~~ displaced as a result of outsourcing, ~~the following entitlements will apply in lieu of the entitlements described in subclause 46.24 they will be entitled to:~~

(i) payment equal to 8 weeks at the ~~Employee's~~ Base Rate of Pay. This payment will 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 more than~~ 15 years ~~of e~~ Continuous ~~S~~Service ~~with the University;~~ and

(ii) payment equal to 4 weeks at the ~~Employee's~~ Base Rate of Pay for each completed year of ~~C~~ontinuous ~~S~~ervice, up to a maximum of 60 weeks.

### **1.51.7 Redundancy**

~~(a)~~ Within 10 working days of receiving advice that they are displaced, an Employee will advise the University whether they elect redundancy.

~~(b)~~(a) If a displaced Employee who elects redundancy, they should seek independent advice on taxation and superannuation.

~~(c)~~(b) A displaced Employee who elects redundancy will be entitled to:

- (i) a notice payment equal to 20 weeks at ~~the Employee's~~ their Base Rate of Pay; and
- (ii) payment equal to 3 weeks at ~~the Employee's~~ their Base Rate of Pay for each completed year of ~~C~~continuous ~~S~~service, up to a maximum of 60 weeks; or
- (iii) where the Employee is displaced as a result of outsourcing, payment equal to 4 weeks at ~~their~~ the Employee's Base Rate of Pay for each completed year of ~~C~~continuous ~~S~~service, up to a maximum of 60 weeks.

~~(d)~~(c) 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 ~~E~~mployee and the University.

### **1.61.8 Funding for ~~R~~edeployment, ~~r~~edundancy, and ~~r~~etrenchment**

(a) The funding for retraining, redeployment, redundancy and retrenchment will be from a central University fund or provisioning provided for by the relevant Division, School, Unit or Centre budget.

## Professional Staff Agreement – current clause 32

### 1. FLEXIBLE HOURS OF WORK SCHEME

#### 1.1 Principles

- (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) Eligible Employees may elect to participate in the Flexible Hours of Work Scheme (“the Scheme”) as governed by this clause and the Flexible Scheme Policy.
- ~~(d)~~ 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.
- (e) 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.

#### 1.2 Bandwidth, Core Time and Meal Breaks

- (a) The bandwidth for hours of work is 7:00 am to 6: 00pm Monday to Friday.
- (b) Core time for hours of work is 9.30 am to 3.30 pm.
- (c) A meal break of at least half an hour must be taken between 11.30 am and 2.30 pm.

#### 1.21.3 Time Credit and Time Debit

- (a) At the end of a settlement period, an Employee may carry forward a maximum of 14 hours’ time credit to the next settlement period.
- (b) At the end of a settlement period, an Employee may carry forward a maximum of 14 hours’ time debit to the next settlement period.
- (c) Requests for flex leave will not be unreasonably refused.
- (d) In circumstances where an Employee has been directed not to take flex-leave due to organisational needs (such as during peak work periods) and their balance exceeds 14 hours at the end of the settlement period, ~~with the approval of the Dean or Unit Head, the untaken flex leave will be banked to be taken in the next settlement period or the subsequent settlement period.~~
- ~~(e)~~ In cases where, because of continued organisational needs, Employees are not permitted to take the ~~banked flex-leave referred to in sub clause 1(i), a case must be made to the Executive Director, HR through the Dean or Director of the~~

School or work unit, for the Employee to carry over the untaken flex leave (up to 2 days per settlement period), during this subsequent settlement period, the leave will not be forfeited. Unless alternative arrangements have been made in accordance with subclause (i) the untaken flex-leave (up to 2 days for each settlement period) will be paid out at ordinary time to the Employee.

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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~~ the Employee's 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).

Comment [WSU1]: Note: gender neutral wording has been adopted throughout the clause as per CPSU request.

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 ~~to the University~~ 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) ~~If a~~ Subject to subclause 1.10(a), a ~~an~~ ongoing or fixed-term Employee who has completed at least ~~40 weeks~~ 1 year of continuous paid service prior to the commencement of maternity leave, ~~they~~ will be entitled to be paid their Base Rate of Pay for up to ~~36~~ 20 weeks of their maternity leave, at their base rate of pay or half their Base Rate of Pay for up to 72 40 weeks at half their Base Rate of Pay.
- (c) If an ongoing Employee or a ~~fixed-term~~ Employee on a ~~fixed-term~~ contract of at least 1 year has completed less than ~~40 weeks~~ 1 year of continuous paid service prior to the commencement of maternity leave, ~~they~~ they will be entitled to pro rata paid maternity leave 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.
- (d) The total period of maternity leave will not exceed ~~7~~ 52 weeks from the date of commencement of the leave, but may be taken in a number of periods during the ~~7~~ 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) ~~If a~~ An Employee who is unable to attend work ~~because of~~ due to an pregnancy-related illness or pregnancy related medical appointment associated with her pregnancy, she may take any leave to which ~~she~~ she the Employee is entitled. In the event of a miscarriage, ~~the 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. ~~for~~ (pro rata for Employees with less than 1 year's continuous paid service).

Comment [S02]: The University does not agree to reduce the qualifying period

Comment [S03]: The University does agree with the increase in paid maternity leave

Comment [S04]: The University does not agree to reduce the qualifying period

Comment [S05]: The University does agree with the increase in paid maternity leave

Comment [S06]: Agreed.

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~~ the Employee has used all paid maternity leave, ~~she will be entitled to be paid the balance of the leave will be paid~~ as a lump sum. This ~~entitlement~~ will not extend the ~~period-term~~ of the fixed-term contract.

### 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 ~~to care for a child whom they adopt, other than a unless the child who~~ has been continuously living with the Employee or their partner ~~or with them continuously~~ for 26 weeks or more. An Employee may also apply ~~to the University~~ 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.

- ~~(a)~~(b) Subject to subclause 1.10(a), a ~~If an~~ ongoing or fixed-term Employee who has completed at least 40 weeks 1 year of continuous paid service prior to the commencement of adoption leave, ~~they will be entitled to be paid their Base Rate of Pay for up to 36 20 weeks of their adoption leave, or half at their Base Rate of Pay for 72 40 weeks at half their Base Rate of Pay.~~

Comment [S07]: The University does not agree to reduce the qualifying period

Comment [S08]: The University does agree with the increase in paid adoption leave

- ~~(b)~~(c) Adoption leave may be taken by either parent, ~~except that~~ however if both parents are University Employees, one Employee's paid leave entitlement will be reduced by the ~~foster parent~~ paid adoption leave taken by the other parent in relation to the same child.

- ~~(c)~~(d) If an ongoing Employee or ~~an fixed-term~~ Employee on a fixed-term contract of at least 1 year, ~~has completed~~ less than 40 weeks 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 pro rata 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.~~

Comment [S09]: The University does not agree to reduce the qualifying period

- ~~(d)~~(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.

Comment [NM10]: Subclause re return to work after adoption leave deleted as it is repeated later in this clause.

### 1.4 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.

#### 1.51.4 Foster parent leave – eligibility and entitlement

- (a) ~~If a~~ Subject to subclause 1.10(a), a ~~An~~ ongoing or fixed-term Employee who:

- (i) is the primary care giver of a foster child on long-term placement; and

- (ii) ~~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~~ paid their Base Rate of Pay for up to 6 weeks ~~leave paid at their Base Rate of Pay for a if the child is~~ younger ~~is~~ than 5 years of age, or for up to 3 weeks ~~for a if the child 5 or more years of age or over.~~

- ~~(a)~~(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.

## 1.61.5 Partner leave – eligibility and entitlement

- (a) ~~A~~ Subject to ~~subclause 1.10(a)~~, an ongoing or fixed-term Employee who has completed at least 1 year's ~~of~~ continuous paid service is entitled to:
- ~~up to 82 weeks' of partner leave paid at their Base Rate of Pay for the birth or adoption of their child, comprising:~~
  - (i) ~~32 weeks' partner leave paid at their Base Rate of Pay, to be taken at the time of birth or adoption of their child; and~~
  - (ii) ~~6 weeks' partner leave paid at their Base Rate of Pay, to be taken within 12 months of the birth or adoption of their child if they are to become the primary carer of their child but are not entitled to paid maternity or adoption leave; and~~
  - (iii) ~~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~~)(b) A casual Employee ~~will be~~ is entitled to ~~unpaid~~ partner leave in accordance with the Act and ~~subclause 14.19~~.
- (b) ~~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 will not unreasonably refuse, and which may be taken at the same time as any leave taken by the primary carer of the child.~~
- (c) 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 ~~by giving 4 weeks' written notice.~~

Comment [SO11]: The University does not agree to an increase in paid partner leave.

Comment [SO12]: New.

Comment [SO13]: New

Comment [NM14]: This is the clause which states that casuals are entitled to not be available to attend work, or to leave work, for the reasons specified in the Personal Leave and Parental Leave clauses.

Comment [SO15]: This has been replaced by 1.5 a (ii)

## 1.6 Applying for parental leave

- (~~d~~)(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 ~~the~~ 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.
- (~~e~~)(b) An Employee entitled to parental leave may ~~in addition~~ 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.~~

## 1.7 Transfer to a safe job

- (a) A pregnant Employee may request a transfer to a safe job during the Employee's pregnancy in accordance with the Act. ~~This may include a change to their work arrangements (including hours, patterns, types and location of work) for the duration of their pregnancy to ensure their safety and that of their baby.~~

## 1.71.8 Return to work after maternity or adoption/parental leave

- (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 an ongoing~~ the Employee was transferred, at ~~her~~ the Employee's request, to a different position, ~~location~~ or reduced hours because of ~~her~~ the Employee's pregnancy, ~~she~~ the Employee is entitled to return

to ~~her~~ the Employee's original position, location and/or original hours;

~~(i)~~(ii) If the Employee's position is ~~to be discontinued~~ deleted 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 Redeployment and Redundancy.

(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.

~~(b)~~(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

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

(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, ~~will be entitled to a phased return to work.~~

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

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

### Reduced hours

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

(d) ~~Where~~ 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 will be ~~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.~~

## 1.9 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.~~
- ~~(e)(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.~~

### 1.81.10 Paid parental leave payment and service

~~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:~~

- ~~in the 52 weeks preceding the subsequent period of paid maternity or adoption leave; or~~
- ~~during the period since the Employee returned from the earlier period of maternity or adoption leave.~~

~~whichever is less.~~

- (a) ~~If an Employee who is eligible for paid parental leave:~~
- (i) ~~has a combination of full-time and part-time service; and/or~~
- (ii) ~~has worked reduced hours at any time following their return to work from a period of maternity or adoption leave;~~
- ~~the rate of pay at which paid parental leave is provided will be based on the average rate of pay received by the Employee:~~
- (iii) ~~in the 52 weeks preceding the period of paid parental leave; or~~
- (iv) ~~during the period since the Employee returned from the earlier period of maternity or adoption leave;~~
- ~~whichever is less.~~

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

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

~~(e)(d) Paid parental leave will count as service for the accrual of annual leave.~~

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

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

(ii) ~~will not break continuity of service.~~

**Comment [SO16]:** The University maintains its position in relation to this provision

~~(d)~~(f) Where ~~the an e~~Employee has completed 10 years' of Continuous sService, 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.

~~(e)~~(g) Unpaid maternity leave will count as service for incremental progression.

~~(f)~~(h) Paid parental leave will count as service for incremental progression.