

# WESTERN SYDNEY UNIVERSITY



## WESTERN SYDNEY UNIVERSITY PROFESSIONAL STAFF AGREEMENT 2017

### SUMMARY DOCUMENT

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This document provides a summary of the terms and the effect of the proposed *Western Sydney University Professional Staff Agreement 2017 (Agreement)*.

It is important that you read this document carefully. You should also read and understand the Proposed Agreement, which may be accessed [here](#).

#### **If you have any questions:**

If you have any questions regarding the Agreement, you can contact:

- ♦ your Senior HR Partner (details of the Senior HR Partner for all Schools and work units may be accessed here: <https://www.westernsydney.edu.au/ohr>);
- ♦ the Office of Human Resources Helpline (on extension 7575 (9678 7575) or via email: [humanresources@westernsydney.edu.au](mailto:humanresources@westernsydney.edu.au)); and/or
- ♦ your union, if you are a member of the CPSU or NTEU.

Employees from non-English speaking backgrounds or other employees who may be having trouble reading or understanding any of the information set out below should contact their Senior HR Partner or union to be provided with additional assistance.

## **1. AGREEMENT TITLE**

- 1.1 Clause 1 states that the Agreement will be called the *Western Sydney University Professional Staff Agreement 2017*.

## **2. DEFINITIONS**

- 2.1 Clause 2 defines various terms that are used throughout the Agreement.
- 2.2 Defined terms are capitalised whenever they are used in the Agreement to indicate that they are defined by clause 2.

### **3. TERM OF THE AGREEMENT**

- 3.1 Clause 3 states that the Agreement will commence 7 days after the date on which it is approved by the Fair Work Commission, and will remain in effect until its Nominal Expiry Date of 30 June 2021.

### **4. APPLICATION OF THE AGREEMENT**

- 4.1 Clause 4 outlines the categories of employees who are not covered by the Agreement, namely:

- (a) Deputy Vice-Chancellors;
- (b) Vice-Presidents;
- (c) Pro Vice-Chancellors;
- (d) Executive Directors; and
- (e) Directors or equivalent roles (determined by reference to total remuneration package).

- 4.2 It also lists certain clauses that do not apply to senior employees who are otherwise covered by the rest of the Agreement (senior employees are those staff who receive a salary that is at least 20% above the rate prescribed for level 10 in Schedule 1 of the Agreement).

- 4.3 Senior employees who commence employment with the University after the Agreement comes into effect will now be excluded from the redundancy entitlements prescribed by clause 49: *Redeployment and Redundancy*, however all senior employees who are employed when the Agreement commences will continue to be eligible for the entitlements prescribed by the clause if their position is made redundant at any time during their employment with the University.

### **5. COVERAGE OF THE AGREEMENT**

- 5.1 Clause 5 states that the Agreement will cover specified employees and the University.
- 5.2 It also states that the Agreement will cover the CPSU and NTEU upon each union making an application for coverage to the Fair Work Commission.

### **6. RENEGOTIATION OF THE AGREEMENT**

- 6.1 Clause 6 outlines the preliminary steps that will be taken by the University, the CPSU, and the NTEU to make arrangements for commencing renegotiation of the Agreement as it nears its Nominal Expiry Date of 30 June 2021.
- 6.2 More specifically, the parties will meet no later than 3 months before the nominal expiry date to discuss and agree upon the arrangements.

### **7. INDIVIDUAL FLEXIBILITY ARRANGEMENTS**

- 7.1 Clause 7 states that the University and an employee can enter into an Individual Flexibility Arrangement (**IFA**) to vary certain aspects of the Agreement to meet the needs of the University and the employee, and explains how an IFA is made.
- 7.2 IFAs can be made in relation to:
- (a) the purchase of an extra 4 weeks of annual leave per year; and
  - (b) the taking of extra leave without pay following the birth or adoption of a child.

## **8. IMPLEMENTATION COMMITTEE**

8.1 Clause 8 outlines the composition and role of the Implementation Committee, which is responsible for facilitating implementation of the Agreement by:

- (a) being a forum for consultation on strategies to support implementation of the Agreement;
- (b) considering reports required by various clauses of the Agreement; and
- (c) monitoring, and advising on, the implementation of the Agreement.

## **9. AVAILABILITY OF THE AGREEMENT**

9.1 Clause 9 specifies how employees can access a copy of the Agreement.

## **10. NO EXTRA CLAIMS**

10.1 Clause 10 states that during the term of the Agreement, the parties will not pursue any further claims about matters covered by the Agreement unless the Agreement allows them to do so.

## **11. DISPUTE SETTLEMENT**

11.1 Clause 11 sets out the procedure for dealing with disputes about any matters arising under the Agreement and/or the National Employment Standards contained in the *Fair Work Act 2009* (Cth).

11.2 One level of the pre-existing dispute settlement process – namely the requirement to hold formal discussions with a supervisor – has been removed. The basic framework for dispute settlement is now as follows:

- (a) the employee and their supervisor hold informal discussions to attempt to resolve the dispute;
- (b) if informal discussions do not resolve the dispute, the employee must issue a formal dispute notification to the head of the employee's work unit, which is followed by a dispute meeting; and
- (c) if the formal dispute meeting does not resolve the dispute, the matter will be referred to the Fair Work Commission.

11.3 Disputes may be initiated by an employee, the CPSU/NTEU, or the University.

## **12. TERMS OF ENGAGEMENT**

12.1 Clause 12 sets out the information that is provided to employees regarding the terms and conditions of their employment with the University, and also covers way in which salaries are paid.

12.2 There is no longer a mechanism for the University and the CPSU/NTEU to agree to introduce annualised rates of pay for ongoing or fixed-term employees.

## **13. PROBATION**

13.1 Clause 13 sets out the probationary process that will apply to ongoing and fixed-term employees who commence employment with the University on or after the date of commencement of the new Agreement. Existing employees who are on probation when the new Agreement comes

into effect will continue to be covered by the probation process prescribed by the *University of Western Sydney Professional Staff Agreement 2014*.

- 13.2 The probationary period for ongoing and fixed-term employees is 6 months. If a fixed-term employee is engaged for a period of less than 6 months, their probationary period will be the duration of their appointment. Probation may be extended for a further period of up to 3 months in certain circumstances.
- 13.3 There is no longer a requirement for mid-point and end-point reviews to be conducted. Rather, the clause now provides for monthly review meetings to be held between an employee and their supervisor to provide regular feedback regarding the employee's performance, and identify and address any concerns as soon as possible.
- 13.4 Subject to compliance with the review process, a supervisor may recommend termination of employment to the Executive Director, Human Resources, at any time during the probationary period. The employee will then be given 5 days to show cause as to why termination should not occur, following which a final determination will be made by the Employment Executive Member.
- 13.5 If an employee's employment is terminated whilst they are on probation, they will receive 2 weeks' notice or payment in lieu.
- 13.6 Notwithstanding the probation process prescribed by the clause, a probationary employee's employment can be terminated at any time for serious misconduct or research misconduct, provided the employee is given an opportunity to respond to the allegations against them before a decision to terminate is made.
- 13.7 The clause also states that an employee who has successfully completed a probationary period will not be placed on probation for any subsequent positions they may hold with the University unless there is a break in service of more than 12 months.

## **14. CATEGORIES OF EMPLOYMENT**

- 14.1 Clause 14 outlines the categories of employment in which employees can be engaged, namely ongoing, part-time, fixed-term, casual, and apprenticeships and traineeships.
- 14.2 The clause also outlines the limitations on the use of fixed-term employment, and prescribes the circumstances in which fixed-term employment may be used.
- 14.3 The fixed-term categories of "discontinued teaching program," "new organisational area," and "disestablished organisational area" have been included in this clause to mirror the *Academic Staff Agreement*, in recognition of the fact that professional staff may need to be engaged in these categories on a fixed-term basis.

## **15. CONVERSION**

- 15.1 Clause 15 is a new clause that combines the various conversion provisions for different categories of employees.
- 15.2 The clause describes how certain categories of employees can apply for conversion to fixed-term or ongoing employment, the requirements they must meet for their application for conversion to be approved, and the grounds on which an application may be declined.

15.3 Applications for conversion may be made by:

- (a) fixed-term employees;
- (b) casual employees; and
- (c) employees engaged in a Contract Research position.

15.4 The conversion provisions for Contract Research positions have been included in this clause to mirror the *Academic Staff Agreement*, in recognition of the fact that professional staff may be engaged in such roles.

## **16. ABORIGINAL AND TORRES STRAIT ISLANDER PEOPLES EMPLOYMENT STRATEGY**

16.1 Clause 16 states the University's commitment to Aboriginal and Torres Strait Islander Peoples employment, and outlines the framework for the associated Employment Strategy and supporting Consultative Committee.

16.2 Amongst other things, the Employment Strategy will incorporate employment initiatives with the objective of the University employing 71 Aboriginal and Torres Strait Islander Peoples employees (excluding trainees) by the nominal expiry date.

## **17. PAY RATES**

17.1 Clause 17 sets out the salary increases that will take place during the term of the Agreement. More specifically, salaries will be increased by:

- (a) 0.1% effective the first full pay period after the Agreement commences;
- (b) 2% effective from the first full pay period in March 2018;
- (c) 2% effective from the first full pay period in March 2019;
- (d) 2% effective from the first full pay period in March 2020; and
- (e) 2% effective from the first full pay period in March 2021.

17.2 In addition, full-time employees will receive a one-off gross payment of \$500 (pro rata for part-time and casual employees):

- (a) in the last full pay period of 2017; and
- (b) in the last full pay period of 2020.

17.3 Salary rates for full-time employees engaged between levels 1 and 10 are set out in Schedule 1 to the Agreement.

17.4 Incremental progression through salary levels may be withheld in cases of unsatisfactory performance, misconduct or serious misconduct, or research misconduct.

## **18. SUPERANNUATION**

18.1 Clause 18 prescribes superannuation entitlements of ongoing and fixed-term employees.

18.2 The University has now extended the entitlement to 17% employer superannuation contributions to fixed-term employees as follows:

- (a) if an employee is on a first fixed-term contract of 12 months or more, 17% contributions will be made from the date of commencement; and

- (b) if an employee is on a second or subsequent fixed-term contract that commenced immediately after expiry of the previous contract, 17% contributions will be made from the 12-month anniversary of the date of commencement.

18.3 From 1 January 2019, the University will make 17% employer superannuation contributions to the relevant scheme for all fixed-term employees regardless of the length of their contract.

## **19. SALARY PACKAGING**

19.1 Clause 19 deals with the availability of salary packaging for ongoing and fixed-term employees, which must be consistent with the University's *Salary Packaging Guide*.

19.2 A salary packaging agreement can now be terminated by either the employee or the University by providing 4 weeks' (rather than 8 weeks') written notice to the other party.

## **20. ANNUAL LEAVE LOADING**

20.1 Clause 20 outlines the annual leave loading entitlements of ongoing and fixed-term employees, including employees who work according to a roster.

20.2 For employees who do not work according to a roster, the annual leave loading payable is 17.5% of 4 weeks of an employee's base rate of pay for each full year worked.

20.3 For employees who work according to a roster, the annual leave loading payable is the greater of:

- (a) 17.5% of 5 weeks of an employee's base rate of pay for each full year worked; or
- (b) the shift allowance (or other allowance regularly paid in lieu of the shift allowance) the employee would have received had they not been on annual leave.

## **21. MEAL ALLOWANCE**

21.1 Clause 21 outlines the meal allowance entitlements of employees.

## **22. ON-CALL ALLOWANCE**

22.1 Clause 22 deals with the payment of an on-call allowance to ongoing and fixed-term employees in certain specified circumstances.

22.2 The clause does not apply to employees engaged within Information Technology and Digital Services, who are subject to separate on-call allowance provisions under clause 23.

## **23. ON-CALL ALLOWANCE FOR INFORMATION TECHNOLOGY AND DIGITAL SERVICES (ITDS) STAFF**

23.1 Clause 23 deals with the payment of an on-call allowance to employees engaged within Information Technology and Digital Services in certain specified circumstances.

## **24. CAR KILOMETRE ALLOWANCE AND JOURNEYS REQUIRING TEMPORARY RESIDENCE**

24.1 Clause 24 outlines the circumstances in which a car kilometre allowance will be payable, and also covers the payment of expenses when an employee is directed to work away from their nominated work location and has approval to occupy a temporary residence.

24.2 The clause now also states that a casual employee's nominated work location will be recorded on their Casual Employment Authority, to assist casual staff with claiming the car kilometre allowance.

## **25. HOURS OF WORK**

25.1 Clause 25 contains provisions relating to:

- (a) ordinary hours of work;
- (b) rates of pay;
- (c) rostered hours; and
- (d) overtime.

25.2 The clause also contains a provision requiring the University to consult with employees about changes to their regular roster or ordinary hours of work, which is consistent with the requirements of the *Fair Work Act 2009* (Cth).

## **26. STANDARD WORKING HOURS**

26.1 Clause 26 prescribes the standard hours of work for employees.

## **27. MEAL BREAKS**

27.1 Clause 27 describes employees' entitlements to a meal break.

## **28. WORKLOADS**

28.1 Clause 28 deals with workloads.

28.2 The clause outlines the principles that apply to workload allocation, and the manner in which individual workloads are to be negotiated.

28.3 The clause now also states that:

- (a) potential increases to workloads will be considered as part of the risk assessment process prior to any workplace change, the introduction of new workflows and processes, and changes to technical systems and infrastructure;
- (b) if proposed workplace change may result in an ongoing increase to workloads, the change plan will identify the risk and outline any steps to mitigate the effect of the increase;
- (c) if an ongoing increase to workloads may result from the introduction of new technology, infrastructure, workflows, or processes that would not otherwise trigger a formal organisational change process, the project team or manager will consider the impact on workloads; and
- (d) each work area should meet at least twice per year to assess work allocation and division of tasks within the group.

28.4 The right to request a workload review has also been expanded to allow a team (as well as an individual employee) to make such a request.

## **29. CAREER PLANNING AND DEVELOPMENT**

29.1 Clause 29 outlines the career planning and development opportunities that are made available to professional staff.

29.2 The University has increased its commitment to professional staff development expenditure from \$4.2 million per annum to \$4.6 million per annum over the nominal term of the Agreement.

### **30. POSITION CLASSIFICATION AND BROADBANDING**

30.1 Clause 30 sets out the principles and methodology that apply to the classification of professional staff positions. The clause also prescribes an application process and associated review mechanism for position reclassification.

30.2 The clause no longer provides for broadbanding of new position descriptions. Employees who are in a broadbanded position when the new Agreement commences will continue at their current broadbanded level and will be eligible to apply for progression to the higher level upon meeting the specified requirements for doing so.

### **31. HIGHER DUTIES**

31.1 Clause 31 deals with temporary appointments to perform higher duties, and the way in which a higher duties allowance will be calculated and paid.

31.2 The clause now provides that higher duties should not normally be offered for more than a 3-month period, and gives guidance as to how a position that remains vacant beyond this period (or for an indefinite period) should be managed.

31.3 The clause does not apply to casual employees.

### **32. FLEXIBLE WORK PROVISIONS**

32.1 Clause 32 provides an overview of the flexible work provisions contained in the Agreement to assist employees with identifying their entitlements.

32.2 The clause also now refers to the right of ongoing and fixed-term professional staff to apply to work from a location other than their designated work place in certain circumstances.

### **33. RIGHT TO REQUEST FLEXIBLE WORKING ARRANGEMENTS**

33.1 Clause 33 outlines:

- (a) the circumstances in which eligible employees can request flexible working arrangements;
- (b) examples of the types of arrangements that may be put in place;
- (c) how a request for flexible working arrangements may be made; and
- (d) the grounds on which the University may decline a request.

### **34. FLEXIBLE HOURS OF WORK SCHEME**

34.1 Clause 34 outlines the entitlements and procedures relating to the University's flexible hours of work scheme.

34.2 The content of the clause has been simplified, however it remains substantively unchanged and no provision has been moved into policy.

## **35. ANNUAL LEAVE**

35.1 Clause 35 deals with the accrual, and taking, of annual leave by ongoing and fixed-term employees.

## **36. CHRISTMAS AND NEW YEAR SHUTDOWN**

36.1 Clause 36 is a new clause, which states that the University may shut down over the Christmas and New Year period. If this occurs, the University:

- (a) will grant 2 concessional days during the shutdown period;
- (b) will allocate 1 day in lieu of the Bank Holiday; and
- (c) may direct employees to take up to 4 days of annual leave on working days other than concessional days and public holidays.

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

36.3 An employee who has exhausted all their accrued leave entitlements may, in exceptional circumstances, apply for leave in advance to cover mandated leave dates.

## **37. LONG SERVICE LEAVE**

37.1 Clause 37 deals with the accrual, and taking, of long service leave.

37.2 The right to take long service leave by providing 6 months' notice has not changed.

## **38. PERSONAL LEAVE**

38.1 Clause 38 deals with the accrual, and taking, of personal leave by ongoing and fixed-term employees.

38.2 Employees are provided with 6 days of paid personal leave per calendar year, and may also use their accrued sick leave entitlement for personal leave purposes. The previous limitation on being able to use a maximum of 10 days' sick leave for such purposes has been removed.

## **39. SICK LEAVE**

39.1 Clause 39 deals with the accrual, and taking, of sick leave by ongoing and fixed-term employees.

39.2 The clause now allows employees to supply a medical certificate from a pharmacist as well as a registered health practitioner.

## **40. PARENTAL LEAVE**

40.1 Clause 40 deals with the accrual, and taking, of parental leave, which includes maternity leave, adoption leave, foster parent leave, and partner leave. It also deals with returning to work after maternity or adoption leave.

40.2 An additional 6 weeks' paid partner leave is now available to ongoing or fixed-term employees with at least 1 year of continuous paid service if they become the primary carer of their child, but are not entitled to paid maternity or adoption leave. Any such partner leave must be taken within 12 months of the birth or adoption of the child.

40.3 The clause also now states that where both parents are employed by the University, the maximum period of unpaid parental leave that may be accessed by both employees is 24 months. In addition, any period of unpaid parental leave taken by one parent will be taken into account in assessing the other parent's application for unpaid parental leave.

40.4 The entitlement to phased return to work after maternity or adoption leave has been increased from 30 to 40 weeks.

#### **41. JURY DUTY AND WITNESSES**

41.1 Clause 41 deals with circumstances in which an ongoing or fixed-term employee is required to attend court for jury duty, or as a witness.

#### **42. AUSTRALIAN DEFENCE FORCE RESERVES TRAINING LEAVE**

42.1 Clause 42 deals with the provision of leave to ongoing or fixed-term employees who serve in the Australian Defence Force Reserves.

#### **43. EMERGENCY SERVICES CALLOUT LEAVE**

43.1 Clause 43 deals with the provision of leave to employees who are a member of an accredited voluntary Emergency Services organisation and provide assistance during an emergency declared by authority of the *State Emergency Service Act 1989* (NSW).

#### **44. LEAVE WITHOUT PAY**

44.1 Clause 44 deals with the provision of leave without pay to ongoing and fixed-term employees.

44.2 The clause now enables an employee to apply for leave without pay for any purpose that is not specifically prohibited by the clause.

#### **45. DOMESTIC AND FAMILY VIOLENCE**

45.1 Clause 45 was previously entitled "Domestic Violence Leave."

45.2 The clause now contains a definition of "domestic and family violence," and outlines examples of the types of behaviour that may fall within the definition.

45.3 The clause also states that the University will not take adverse action against an employee if their attendance and/or performance are affected by domestic and family violence.

45.4 The clause introduces a specific entitlement to 10 days of paid domestic and family violence leave per year, which may be taken for certain specified purposes. An employee may also request additional paid leave. The notice and evidence requirements for taking the leave are outlined in the clause.

45.5 The clause also expresses the University's commitment to supporting employees who are experiencing domestic and family violence, and contains examples of the types of support that may be provided. Specific support will, however, continue to be determined on a case by case basis.

45.6 Lastly, the clause clarifies that an employee who is providing support to another person who is experiencing domestic and family violence may utilise leave without pay and/or apply for personal leave or witness leave, as appropriate.

## 46. PUBLIC HOLIDAYS

46.1 Clause 46 outlines the paid public holidays to which ongoing and fixed-term employees are entitled.

## 47. JOB SECURITY

47.1 Clause 47 deals with job security, and states that over the nominal term of the Agreement, the University will seek to minimise retrenchments where possible, and not increase casual employment at the expense of ongoing employment.

## 48. ORGANISATIONAL CHANGE

48.1 Clause 48 prescribes the process that is to be followed in the event of organisational change.

48.2 This clause now includes provisions in relation to outsourcing, which were previously in the job security and outsourcing clause.

48.3 The content of the clause has been grouped to reflect the different aspects of, and stages in, the organisational change process, however the overall process remains substantively unchanged.

48.4 The clause includes a new post-implementation review to assess implemented change as against the rationale and expected outcomes detailed in the change plan. The University may, in some circumstances, determine that such a review is not appropriate but if it does so, reasons will need to be provided.

48.5 If, as a result of organisational change, an employee agrees to be placed in a new or vacant position at a lower level, salary maintenance will be provided as follows:

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

## 49. REDEPLOYMENT AND REDUNDANCY

49.1 Clause 49 deals with redeployment and redundancy in the event of organisational change.

49.2 The clause now prescribes a specific process that applies to employees who are on secondment when their substantive position is discontinued.

49.3 Displaced employees who elect to be considered for redeployment will now be entitled to the following redeployment periods:

CATEGORY OF EMPLOYEE	REDEPLOYMENT PERIOD
Level 6 and below	20 weeks
An employee at level 7 and above who is displaced through the University's decision to outsource their work, and who: (i) is aged 45 years or over; or (ii) has more than 15 years of continuous service with the University	16 weeks (may elect to be paid in lieu of 4 weeks)

CATEGORY OF EMPLOYEE	REDEPLOYMENT PERIOD
All other employees	12 weeks

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

CATEGORY OF EMPLOYEE	PAYMENT
Level 6 and below	<ul style="list-style-type: none"> <li>20 weeks, minus up to 12 weeks' redeployment period at the employee's base rate of pay; and</li> <li>payment equal to 3 weeks at the employee's base rate of pay for each completed year of continuous service, up to a maximum of 60 weeks</li> </ul>
An employee at level 7 and above who is displaced through the University's decision to outsource their work, and who: <ul style="list-style-type: none"> <li>(i) is aged 45 years or over; or</li> <li>(ii) has more than 15 years of continuous service with the University</li> </ul>	<ul style="list-style-type: none"> <li>20 weeks, minus the length of the redeployment period at the employee's base rate of pay; and</li> <li>payment equal to 3 weeks at the employee's base rate of pay for each completed year of continuous service, up to a maximum of 60 weeks</li> </ul>
All other employees	<ul style="list-style-type: none"> <li>20 weeks, minus the length of the redeployment period at the employee's base rate of pay; and</li> <li>payment equal to 3 weeks at the employee's base rate of pay for each completed year of continuous service, up to a maximum of 60 weeks</li> </ul>

49.5 The clause also provides extended salary maintenance for displaced employees who accept redeployment to a position at a lower level as follows:

- (a) for 24 months, if the employee is redeployed to a position that is 1 level lower (increased from 12 months); or
- (b) for 12 months, if the employee is redeployed to a position that is more than 1 level lower.

## 50. MANAGING ILL HEALTH OR INJURY

50.1 Clause 50 states that the University may require an employee to undergo an independent medical examination if the Executive Director, Human Resources reasonably considers that:

- (a) the employee's ability to perform or resume their duties is in doubt because of the employee's illness or injury, and it is unclear whether the employee will be able to perform or resume their duties within a reasonable time; or
- (b) the health, safety, or welfare of the employee and/or other employees and/or students may be at risk of being adversely affected by the employee's illness or injury.

The process for managing such circumstances is outlined in the clause.

50.2 In addition, the clause now provides that if an employee elects to undergo a second medical examination, the University will provide the employee with the names of 2 independent medical practitioners or specialists from which to choose.

## **51. UNSATISFACTORY PERFORMANCE**

51.1 Clause 51 outlines the process for managing unsatisfactory performance, which occurs when an employee has, over a reasonable period of time, failed to meet the standard of performance expected for the employee's position, having regard to the employee's level and duties, and any mitigating factors.

51.2 Existing employees who are being managed for unsatisfactory performance when the new Agreement comes into effect will continue to be covered by the unsatisfactory performance process prescribed by the *University of Western Sydney Professional Staff Agreement 2014*.

51.3 An outline of the new process for dealing with unsatisfactory performance is as follows:

- (a) informal counselling;
- (b) performance improvement plan; and
- (c) review of performance as against improvement plan.

51.4 If termination of employment for unsatisfactory performance is recommended, an employee may choose to have the matter referred to an Unsatisfactory Performance Review Committee before the final determination is made.

## **52. MISCONDUCT OR SERIOUS MISCONDUCT**

52.1 Clause 52 contains the process for dealing with alleged misconduct or serious misconduct. It applies to all employees other than casual employees and employees serving a probationary period.

52.2 Existing employees who are subject to a misconduct or serious misconduct process when the new Agreement comes into effect will continue to be covered by the misconduct or serious misconduct process prescribed by the *University of Western Sydney Professional Staff Agreement 2014*.

52.3 The definition of "serious misconduct" has now been changed to more closely align with the definition contained in the *Fair Work Regulations 2000 (Cth)*.

## **53. RESEARCH MISCONDUCT**

53.1 Clause 53 contains the process for dealing with research misconduct. It applies to all employees other than casual employees and employees serving a probationary period.

53.2 Existing employees who are subject to a research misconduct process when the new Agreement comes into effect will continue to be covered by the misconduct or serious misconduct process prescribed by the *University of Western Sydney Professional Staff Agreement 2014*.

53.3 The referable instrument for considering an alleged breach or alleged research misconduct (as defined in the clause) has been amended to a single Code, the University's *Research Code of Practice*.

## **54. TERMINATION OF EMPLOYMENT**

- 54.1 Clause 54 prescribes the length of notice the University must provide when terminating the employment of fixed-term or casual employees.
- 54.2 The clause also prescribes the length of notice that all employees, including casuals, must provide to the University if they wish to resign from their employment with the University.
- 54.3 If an employee's employment terminates for any reason, the University will be entitled to deduct any money owing by the employee to the University from any money the University owes to the employee (for example, the employee's final pay), except for money owed in lieu of annual leave or annual leave loading.

## **55. FIXED-TERM EMPLOYEES SEVERANCE PAY**

- 55.1 Clause 55 prescribes the severance pay to which fixed-term employees are entitled if their employment with the University ceases.

## **56. ABANDONMENT OF EMPLOYMENT**

- 56.1 Clause 56 outlines the steps to be taken by the University if an ongoing or fixed-term employee abandons their employment.
- 56.2 The clause may be used if an employee is absent from work for a continuous period of at least 5 working days without approval or apparent good cause.

## **57. WORK HEALTH AND SAFETY, AND FIRST AID**

- 57.1 Clause 57 relates to the provision of a safe and healthy workplace in accordance with the University's obligations under the *Work Health and Safety Act 2011 (NSW)*, and employee representation by a health and safety representative.
- 57.2 It also prescribes the payment of a First Aid Allowance to employees who are appointed as being responsible for the maintenance of first aid facilities, injury records, and the provision of first aid to other employees and students.

## **58. CLOTHING AND SAFETY EQUIPMENT**

- 58.1 Clause 58 deals with the provision of clothing or safety equipment to employees, and the payment of a laundry allowance in certain circumstances.

## **59. COMPENSATION FOR LOSS OR DAMAGE TO PERSONAL PROPERTY**

- 59.1 Clause 59 deals with the payment of compensation to an employee if their personal property is damaged due to:
- (a) the negligence of the University or another employee (or both) in performing their duties;
  - (b) a defect in the University's materials or equipment; or
  - (c) an employee protecting or attempting to protect the University's property from loss or damage.

## **60. EMPLOYEE REPRESENTATION**

- 60.1 Clause 60 states that if an employee requires assistance about their employment conditions, they can nominate a representative (who may be an official of the CPSU or NTEU) to assist them.

## **61. UNION REPRESENTATION**

61.1 Clause 61 relates to:

- (a) the provision of office space, noticeboards, and other facilities to the CPSU and NTEU, subject to each union paying associated costs in certain circumstances;
- (b) the entitlement of the CPSU and NTEU to hold member meetings, and the circumstances in which this can occur;
- (c) the provision of industrial relations training leave to accredited employee union representatives;
- (d) the provision of union information packs at orientation sessions for new staff;
- (e) the provision of 50% time release to each union Branch President; and
- (f) payroll deductions.

## **62. PAY AND CAREER EQUITY**

62.1 Clause 62 states the University's commitment to merit-based recruitment, and pay and career equity for employees.

62.2 The clause also commits the University to:

- (a) providing the annual Workplace Gender Equality Agency (or equivalent) report to the Implementation Committee and all employees;
- (b) implementing and monitoring procedures and strategies to overcome obstacles to career progression for women and other EEO target groups; and
- (c) working towards achieving gender balance on University-level committees, and all committees relating to University governance.

## **63. DIGNITY AND RESPECT AT WORK**

63.1 Clause 63 clause deals with expected standards of behaviour in the workplace, and states that the University and its employees will work actively towards preventing and eliminating unlawful discrimination, harassment, vilification, victimisation, and bullying in employment at the University.

63.2 The clause also contains a definition of "bullying," and an associated definition of "unreasonable behaviour."

63.3 In addition, the clause places a responsibility on managers and supervisors to take all reasonable steps to ensure that:

- (a) instances of workplace bullying, harassment, or discrimination are dealt with immediately according to University policy; and
- (b) employees understand that such behaviours will not be tolerated, and will be addressed through disciplinary procedures.

## **64. PERSONAL REPORTS**

64.1 Clause 64 outlines the circumstances in which an adverse report may be placed on an employee's personnel file.

## **65. INTELLECTUAL FREEDOM**

65.1 Clause 65 deals with the protection and promotion of intellectual freedom within the University, and outlines the rights of employees in this regard.

## **66. INTELLECTUAL PROPERTY**

66.1 Clause 66 deals with the development and maintenance of a policy relating to intellectual property, and in particular, the participation of employees in the ownership and use of any intellectual property that they may create.

66.2 The clause now requires the policy to address, amongst other things, the recognition of the moral rights of:

- (a) employees who are authors; and
- (b) Aboriginal and Torres Strait Islander Peoples employees in relation to indigenous and traditional knowledge.

## **67. POLICY**

67.1 Clause 67 provides employees and the unions with an opportunity to comment on any new policy or guideline that affects working conditions prior to finalisation.

## **68. ENVIRONMENTAL SUSTAINABILITY**

68.1 Clause 68 confirms that the University has become a signatory to the UN Sustainable Development Solutions Network Higher Education Commitment.

68.2 The clause also commits the University maintaining a program to build staff awareness of various environmental initiatives.

## **SCHEDULE 1: ANNUAL PROFESSIONAL STAFF PAY RATES**

Schedule 1 sets out the annual pay rates for full-time employees over the nominal term of the Agreement.

## **SCHEDULE 2: APPRENTICE PAY RATES**

Schedule 2 sets out the pay rates for apprentices over the nominal term of the Agreement.

## **SCHEDULE 3: ALLOWANCES**

Schedule 3 sets out the following allowances payable over the nominal term of the Agreement:

- (a) Aboriginal and Torres Strait Islander Peoples Language Allowance;
- (b) on-call allowance;
- (c) first aid allowance;
- (d) uniform/laundry allowance; and
- (e) protective/industrial clothing allowance if no provision for laundering;

## **SCHEDULE 4: POSITION DESCRIPTORS**

Schedule 4 outlines the position descriptors applicable to professional roles classified between levels 1 and 9.

## **SCHEDULE 5: SIGNATORIES TO THE AGREEMENT**

Schedule 5 contains the signatories to the Agreement.