

WESTERN SYDNEY UNIVERSITY



WESTERN SYDNEY UNIVERSITY ACADEMIC STAFF AGREEMENT 2017

SUMMARY DOCUMENT

This document provides a summary of the terms and the effect of the *Western Sydney University Academic 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); and/or
- ♦ your union, if you are a member of the 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 Business 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 Academic 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) the Vice-Chancellor;
 - (b) Deputy Vice-Chancellors;
 - (c) Pro Vice-Chancellors;
 - (d) Deans; and
 - (e) Institute Directors or equivalent roles (determined by reference to total remuneration package).

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 NTEU upon the 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 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
 - (a) 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 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.

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 Academic Staff Agreement 2014*.

13.2 The University may engage an ongoing or fixed-term employee subject to a probationary period of up to 2 years. Probation may be extended for a further period of up to 1 year 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 that within 2 months of commencement (or otherwise as agreed), a supervisor will meet with an employee to participate in the career development, planning and review process. In addition, during the probationary period, the supervisor will meet with the employee at least quarterly to either confirm the employee's progress or identify any performance concerns as soon as possible.

- 13.4 Subject to compliance with the review process, a supervisor may recommend termination of employment after the employee has completed at least:
- (a) 6 months' service; or
 - (b) if the concerns relate to the employee's teaching, 2 teaching periods during which the employee has been scheduled to teach.
- 13.5 The Probation Review Committee mechanism remains available to an employee in relation to whom termination of employment has been recommended.
- 13.6 If an employee's employment is terminated whilst they are on probation, they will be provided with 6 months' notice or payment in lieu.
- 13.7 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.

14. CATEGORIES OF EMPLOYMENT

- 14.1 Clause 14 sets out the categories of employment in which employees can be engaged, namely ongoing, part-time, fixed-term, and casual.
- 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 clause prescribes the entitlements that will be provided to casual employees who are engaged on a regular and systematic basis, including:
- (a) one payment of 1.5 hours upon completion of the University's online orientation program;
 - (b) paid attendance at any academic unit-level induction program employees may be required to attend, up to a maximum of 4 hours per teaching session;
 - (c) one payment of up to 4 hours upon providing evidence of successful completion of the University's mandatory online training relating to Work, Health and Safety, Privacy Awareness, and Equal Employment Opportunity;
 - (d) a technology allowance of \$50.00 per teaching session in prescribed circumstances; and
 - (e) the opportunity to apply for a Vice-Chancellor's Professional Development Scholarship, and the right to be nominated for the Vice-Chancellor's Excellence in Teaching Award.
- 14.4 There is no longer a category of employment for Teaching Focused Roles or Career Development Fellowships, however a new category of fixed-term employment has been created to allow casual employees to be converted to fixed-term employment under clause 15: *Conversion*.
- 14.5 In addition, the clause prescribes the transitional arrangements that will apply to employees engaged in Teaching Focused Roles or Career Development Fellowships at the date of commencement of the Agreement, namely:
- (a) employees engaged in a fixed-term Teaching Focused Role will transition to a fixed-term mainstream academic position at their current level of appointment;
 - (b) employees engaged in an ongoing Teaching Focused Role will transition to an ongoing mainstream academic position at their current level of appointment; and

- (c) employees engaged in a Career Development Fellowship at the date of commencement of the Agreement will work out the balance of their appointment and will not be transitioned, but may apply for conversion to an ongoing mainstream academic position at the end of their fixed term in accordance with clause 15: *Conversion*.

The workload allocation for transitioning employees in Teaching Focused Roles will be determined in accordance with clause 23: *Academic Workloads*.

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 fixed-term employees can apply for conversion to ongoing employment, and how employees in fixed-term Contract Research roles can apply for conversion to ongoing funding contingent employment.
- 15.3 The clause also introduces a new mechanism that allows eligible casual employees to apply for conversion to fixed-term employment for a period of 2 years, at the end of which employees can apply for conversion to ongoing employment, and will be converted, if they meet certain specified criteria.
- 15.4 Similarly, employees who are engaged in a fixed-term Teaching Focused Role or Career Development Fellowship at the date of commencement of the Agreement will also be able to apply for conversion to ongoing employment at the end of their fixed term, and will be converted, if they meet certain specified criteria.

16. ABORIGINAL AND TORRES STRAIT ISLANDER PEOPLES EMPLOYMENT

- 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 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 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.
- 20.2 The annual leave loading payable is 17.5% of 4 weeks of an employee's base rate of pay for each full year worked, but will not exceed the loading applicable to level B, step 3 as set out in Schedule 1 to the Agreement.

21. CAR KILOMETRE ALLOWANCE AND JOURNEYS REQUIRING TEMPORARY RESIDENCE

- 21.1 Clause 21 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.
- 21.2 The clause 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.

22. UNIVERSITY AND ACADEMIC UNIT WORK PLAN COMMITTEES

- 22.1 Clause 22 sets out the composition and role of the University and Academic Unit Work Plan Committees.

22.2 Both Committees have the ability to deal with disputes about workload allocation under clause 23: *Academic Workloads*, in certain specified circumstances.

23. ACADEMIC WORKLOADS

23.1 Clause 23 describes how workloads are determined for academic staff other than casual employees, research only employees, and employees who are expressly exempted from the clause due to their particular circumstances.

23.2 The clause outlines the principles for teaching allocations, including:

- (a) an upper limit of 50 EFTSL over the course of a calendar year, in regards to small group teaching; or
- (b) a limit on weekly teaching allocations of 13 hours, although higher allocations may be required in certain specified circumstances; and
- (c) an upper limit on marking of 135 students per teaching session, with an employee being eligible for marking relief if this limit is exceeded.

23.3 The major areas of academic work continue to be as follows:

- (a) teaching;
- (b) research and development;
- (c) administration and governance; and
- (d) approved service to the community.

23.4 Disputes about workload allocation will be dealt with as follows:

- (a) in the first instance, the dispute will be referred to the relevant Academic Unit Work Plan Committee for determination, unless the dispute is too significant to be handled by that Committee;
- (b) if the dispute is too significant to be handled by the Academic Unit Work Plan Committee, or the dispute cannot be resolved by that Committee, the matter will be referred to the head of the employee's academic unit for determination; and
- (c) if the matter remains unresolved, either the employee or the head of the employee's academic unit may refer the matter to the University Work Plan Committee, which will make a binding determination that cannot be appealed or disputed further.

24. ACADEMIC CAREER DEVELOPMENT, PLANNING, AND REVIEW

24.1 Clause 24 outlines the academic career development, planning, and review process.

24.2 The clause now allows the evaluative data regarding an employee's teaching and unit-related activities, and research activities, to be accessible to the head of the employee's academic unit as well as the employee's supervisor. Student evaluation data cannot, however, be used as the sole measure of an employee's teaching.

25. FLEXIBLE WORK PROVISIONS

25.1 Clause 25 provides an overview of the flexible work provisions contained in the Agreement to assist employees with identifying their entitlements.

26. RIGHT TO REQUEST FLEXIBLE WORKING ARRANGEMENTS

26.1 Clause 26 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.

27. ANNUAL LEAVE

27.1 Clause 27 deals with the accrual, and taking, of annual leave by ongoing and fixed-term employees.

28. CHRISTMAS AND NEW YEAR SHUTDOWN

28.1 Clause 28 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.

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

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

29. LONG SERVICE LEAVE

29.1 Clause 29 deals with the accrual, and taking, of long service leave.

30. PERSONAL LEAVE

30.1 Clause 30 deals with the accrual, and taking, of personal leave by ongoing and fixed-term employees.

30.2 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.

31. SICK LEAVE

31.1 Clause 31 deals with the accrual, and taking, of sick leave by ongoing and fixed-term employees.

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

32. PARENTAL LEAVE

32.1 Clause 32 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.

- 32.2 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.
- 32.3 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.
- 32.4 The entitlement to phased return to work after maternity or adoption leave has been increased from 30 to 40 weeks.

33. JURY DUTY AND WITNESSES

- 33.1 Clause 33 deals with circumstances in which an ongoing or fixed-term employee is required to attend court for jury duty, or as a witness.

34. AUSTRALIAN DEFENCE FORCE RESERVES TRAINING LEAVE

- 34.1 Clause 34 deals with the provision of leave to ongoing or fixed-term employees who serve in the Australian Defence Force Reserves.

35. EMERGENCY SERVICES CALLOUT LEAVE

- 35.1 Clause 35 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).

36. LEAVE WITHOUT PAY

- 36.1 Clause 36 deals with the provision of leave without pay to ongoing and fixed-term employees.
- 36.2 The clause now enables an employee to apply for leave without pay for any purpose that is not specifically prohibited by the clause.

37. DOMESTIC AND FAMILY VIOLENCE

- 37.1 Clause 37 was previously entitled "Domestic Violence Leave."
- 37.2 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.
- 37.3 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.
- 37.4 The clause introduces a specific entitlement to 10 days per year of paid domestic and family violence leave, which may be taken for certain specified purposes. An employee may also request additional paid leave. The notice and evidence requirements for taking such leave are outlined in the clause.
- 37.5 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.

- 37.6 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.

38. PUBLIC HOLIDAYS

- 38.1 Clause 38 outlines the paid public holidays to which ongoing and fixed-term employees are entitled.

39. JOB SECURITY

- 39.1 Clause 39 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.
- 39.2 The clause also states that the University will advertise all level A positions internally in the first instance, with casual Employees being eligible to apply for such positions if they have been employed by the University for at least 2 teaching sessions in the 24 months prior to the position being advertised.
- 39.3 Lastly, the clause outlines the University's commitment to appointing at least 30 employees to ongoing positions, and 30 employees to fixed-term positions over the nominal term of the Agreement, in accordance with the casual/CDF/TFR conversion and internal advertisement provisions contained in the Agreement.

40. ORGANISATIONAL CHANGE

- 40.1 Clause 40 outlines the process to be followed in the event of organisational change.
- 40.2 This clause now includes provisions in relation to outsourcing, which were previously in the job security and outsourcing clause.
- 40.3 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.
- 40.4 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.

41. REDEPLOYMENT AND REDUNDANCY

- 41.1 Clause 41 deals with redeployment and redundancy in the event of organisational change.
- 41.2 The clause now prescribes a specific process that applies to employees who are on secondment when their substantive position is discontinued.

42. MANAGING ILL HEALTH OR INJURY

- 42.1 Clause 42 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.

- 42.2 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.

43. UNSATISFACTORY PERFORMANCE

- 43.1 Clause 43 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.

- 43.2 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 Academic Staff Agreement 2014*.

- 43.3 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.

- 43.4 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.

44. MISCONDUCT OR SERIOUS MISCONDUCT

- 44.1 Clause 44 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.

- 44.2 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 Academic Staff Agreement 2014*.

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

45. RESEARCH MISCONDUCT

- 45.1 Clause 45 contains the process for dealing with research misconduct. It applies to all employees other than casual employees and employees serving a probationary period.

- 45.2 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 Academic Staff Agreement 2014*.
- 45.3 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*.

46. TERMINATION OF EMPLOYMENT

- 46.1 Clause 46 prescribes the length of notice the University must provide when terminating the employment of fixed-term or casual employees.
- 46.2 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.
- 46.3 Casual employees are now entitled to 2 weeks' notice of termination, or payment in lieu. Similarly, casual employees will be required to give the University 2 weeks' notice of resignation.
- 46.4 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.

47. FIXED-TERM EMPLOYEES SEVERANCE PAY

- 47.1 Clause 47 prescribes the severance pay to which fixed-term employees are entitled if their employment with the University ceases.

48. ABANDONMENT OF EMPLOYMENT

- 48.1 Clause 48 outlines the steps to be taken by the University if an ongoing or fixed-term employee abandons their employment.
- 48.2 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.

49. WORK HEALTH AND SAFETY, AND FIRST AID

- 49.1 Clause 49 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.
- 49.2 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.

50. COMPENSATION FOR LOSS OR DAMAGE TO PERSONAL PROPERTY

- 50.1 Clause 50 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.

51. EMPLOYEE REPRESENTATION

51.1 Clause 51 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.

52. UNION REPRESENTATION

52.1 Clause 52 relates to:

- (a) the provision of office space, noticeboards, and other facilities to the NTEU, subject to the union paying associated costs in certain circumstances;
- (b) the entitlement of the 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 NTEU information packs at orientation sessions for new staff;
- (e) the provision of 50% time release to each the NTEU Branch President; and
- (f) payroll deductions.

53. PAY AND CAREER EQUITY

53.1 Clause 53 states the University's commitment to merit-based recruitment, and pay and career equity for employees.

53.2 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.

54. DIGNITY AND RESPECT AT WORK

54.1 Clause 54 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.

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

54.3 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.

55. PERSONAL REPORTS

- 55.1 Clause 55 outlines the circumstances in which an adverse report may be placed on an employee's personnel file.

56. INTELLECTUAL FREEDOM

- 56.1 Clause 56 deals with the protection and promotion of intellectual freedom within the University, and outlines the rights of employees in this regard.

57. INTELLECTUAL PROPERTY

- 57.1 Clause 57 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.

- 57.2 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.

58. POLICY

- 58.1 Clause 58 provides employees and the unions with an opportunity to comment on any new policy or guideline that affects working conditions prior to finalisation.

59. CHANGES TO REGULAR ROSTER OR ORDINARY HOURS OF WORK

- 59.1 Clause 59 prescribes the consultation process that will occur if the changes to regular roster or ordinary hours of work are proposed. This consultation term is required by the *Fair Work Act* 2009 (Cth).

60. ENVIRONMENTAL SUSTAINABILITY

- 60.1 Clause 60 confirms that the University has become a signatory to the UN Sustainable Development Solutions Network Higher Education Commitment.
- 60.2 The clause also commits the University maintaining a program to build staff awareness of various environmental initiatives.

SCHEDULE 1: ANNUAL ACADEMIC STAFF PAY RATES

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

SCHEDULE 2: CASUAL PAY RATES

Schedule 2 sets out the pay rates for casual employees 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; and
- (b) first aid allowance.

SCHEDULE 4: POSITION CLASSIFICATION STANDARDS

Schedule 4 outlines the position classification standards applicable to academic roles classified between levels A to E.

SCHEDULE 5: SIGNATORIES TO THE AGREEMENT

Schedule 5 contains the signatories to the Agreement.