1. **APPLICATION OF THE AGREEMENT**

(a) This Agreement wholly displaces and operates to the exclusion of all Awards and all other Agreements which would otherwise apply to Employees whose employment is regulated by the provisions of this Agreement, except for the National Employment Standards (NES). This Agreement rescinds and replaces the University of Western Sydney General Professional Staff Agreement 2009-2014.

(b) This Agreement applies to and is binding according to its terms on all Parties, subject to the following:

(i) Other than the Agreement does not apply to Employees engaged as a Deputy Vice-Chancellor, Pro Vice-Chancellor, Vice-President, or Executive Director or equivalent who reports to a member of the Executive; and

(ii) with the exception that the following clauses do not apply to Employees engaged pursuant to a Senior Staff Employment Agreement [Senior Employees as defined in Clause 2: Definitions]:

A. Subclause 14.12: Categories of Employment

B. Subclauses 14.22 to 14.31: Categories of Employment (Casual Employees – Conversion to Ongoing or Fixed-Term Employment);

C. Subclauses 14.32 to 14.37: Categories of Employment (Apprenticeships and Traineeships);

D. Subclauses 12.2 to 12.6: Terms of Engagement (Information for Employees on Terms of Engagement, Payment of Salaries, and Annualised Rate of Pay);

E. Clause 13: Probation;

F. Clause 15: Pay Rates;

G. Clause 18: Annual Leave Loading;

H. Clause 19: Meal Allowance;

I. Clause 20: On-Call Allowance;

J. Clause 21: On-Call Allowance for Information Technology and Digital Services Staff;

K. Clause 23: Hours of Work;

L. Clause 24: Standard Working Hours;

M. Clause 25: Meal Breaks;

N. Clause 26: Workloads;

```Comment[NM1]: This is a defined term.
Comment[SO2]: This covers the University leadership group.
Comment[NM3]: Clause references will need to be updated once the Agreement has been drafted.
Comment[NM4]: This is a defined term.
Comment[SO5]: The University wishes to make this change to allow greater clarity in defining those senior staff exempt from the following clauses.
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Enterprise Bargaining Meeting 8

Monday 19th June 2017
10am – 4.00pm

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

Attendees:
Professor Denise Kirkpatrick (Chair) Dr David Burchell (NTEU)
Professor Kevin Dunn Tamara Talmacs (NTEU)
Professor Gregory Kolt Dr Terri Mylett (NTEU)
Susan Hudson Rohan Giles (NTEU)
Sonya O’Shanna (notes) Leslie Cowles (NTEU)
Josh Garver (NTEU – Observer)
Scott Pendlebury (CPSU)
Jen Mitchell (CPSU)
Lorraine Fordham (CPSU)
Michael Reolon (CPSU)

Agenda

1. Welcome – Professor Kirkpatrick
   a. Apologies - Clare Bockmann, Natasha Maiolo, Carmel Votano

2. Clauses for discussion:
   a. Application of the Agreement
   b. Individual Flexibility Arrangements
   c. Implementation Committee
   d. Dispute Settlement – revised clause sent to unions 29th May, still awaiting response
   e. Probation
   f. Car kilometre allowance and journeys requiring temporary residence – clause unchanged
   g. Hours of work – clause unchanged
   h. Flexible Work Provisions
   i. Professional staff workloads
   j. Career planning and development (Professional)
   k. Position classification and broadbanding
   l. Right to request flexible working provisions
m. Long Service Leave
n. Personal Leave
o. Parental Leave
p. Domestic/Family violence support leave
q. WHS and First Aid
r. Notice of resignation and termination of employment
s. Union Representation
t. Pay and Career Equity
u. Dignity and Respect at Work
v. Intellectual Property
w. Aboriginal and Torres Strait Islander
x. Higher Duties
y. Conversion Fixed Term and Casuals – propose move to next meeting or side-bar meeting to discuss a way forward with EDHR
z. Organisational Change – propose move to next meeting or side-bar meeting to discuss a way forward with EDHR
aa. Redeployment and Redundancy - propose move to next meeting or side-bar meeting to discuss a way forward with EDHR
bb. Job security and Outsourcing - propose move to next meeting or side-bar meeting to discuss a way forward with EDHR
cc. Managing ill health and injury - propose move to next meeting or side-bar meeting to discuss a way forward with EDHR
dd. Unsatisfactory performance - propose move to next meeting or side-bar meeting to discuss a way forward with EDHR
ee. Misconduct/Serious Misconduct - propose move to next meeting or side-bar meeting to discuss a way forward with EDHR

3. Next meeting

   Wednesday 5th July EB.2.23 (Boardroom)
N. O. clause 27: Career Planning and Development;

O. P. clause 28: Position Classification and Broadbanding;

P. Q. clause 29: Higher Duties;

Q. R. clause 32: Flexible Hours of Work Scheme;

R. S. clause 44: Organisational Change;

S. T. clause 46: Redeployment and Redundancy [provided that Level 10 Senior Employees receive redundancy payments no less than those specified in this clause];

T. clause 48: Unsatisfactory Performance;

U. clause 49: Misconduct or Serious Misconduct;

V. clause 50: Research Misconduct;

W. clause 51: Notice of Resignation and Termination;

X. clause 53: Fixed-Term Employees Termination Notice;

Y. clause 54: Fixed-Term Employees Severance Pay; and

Z. Schedules 1 to 4.

(b)(c) Nothing in this Agreement will be taken as incorporating as a term of this Agreement, any University policy, procedure or process referred to in this Agreement.

Comment [SO6]: Senior staff contracts cover all separation processes
Comment [TT7]: Words re-inserted
Comment [TT8]: We believe that Senior Employee should have fair processes with regards Unsatisfactory Performance and Misconduct processes
Comment [SO9]: Senior staff contracts cover these provisions separately
Comment [TT10]: Agreement to this provision is dependent on where we lie with regards the totality of the Agreement.
1. APPLICATION OF THE AGREEMENT

(a) This Agreement wholly displaces and operates to the exclusion of all Awards and other agreements which would otherwise apply to employees whose employment is regulated by the provisions of this Agreement, except for the NES. This Agreement rescinds and replaces the University of Western Sydney Academic Staff Agreement 2009-2014.

(b) The Agreement applies to and is binding according to its terms on all parties, subject to the following:

(i) The Agreement does not apply to employees engaged pursuant to a Senior Staff Employment Agreement, with the exception of those other than employees holding the positions of Vice-Chancellor, Deputy Vice-Chancellor, Pro Vice-Chancellor, Institute Director and Dean, and Deputy Dean.

(ii) The following clauses do not apply to employees engaged pursuant to a Senior Staff Employment Agreement:

A. subclauses 14.22 to 14.31: Categories of Employment;
B. subclauses 14.32 to 14.37: Categories of Employment;
C. subclauses 12.2 to 12.6: Terms of Engagement;
D. clause 13: Probation;
E. clause 15: Pay Rates;
F. clause 18: Annual Leave Loading;
G. clause 24: Standard Working Hours;
H. clause 26: Workloads;
I. clause 27: Career Planning and Development;
J. clause 44: Organisational Change;
K. clause 46: Redeployment and Redundancy (provided that senior employees receive redundancy payments no less than those specified in this clause);
L. clause 48: Unsatisfactory Performance;
M. clause 49: Misconduct or Serious Misconduct;
N. clause 50: Research Misconduct;
O. clause 51: Notice of Resignation and Termination;
P. clause 53: Fixed-Term Employees Termination Notice;
Q. clause 54: Fixed-Term Employees Severance Pay; and
R. Schedules 1 to 4.

Nothing in this Agreement will be taken as incorporating as a term of this Agreement any University policy, procedure or process referred to in this Agreement.

Comment [TT18]: Agreement to this provision is dependent on where we lie with regards the totality of the Agreement.

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1. **ABORIGINAL AND TORRES STRAIT ISLANDER PEOPLES EMPLOYMENT STRATEGY**

1.1 During the term of this Agreement, the University will increase the employment of Aboriginal and Torres Strait Islander People and increase the development opportunities for Aboriginal and Torres Strait Islander Peoples employed by the University as part of its commitment to reconciliation with Aboriginal and Torres Strait Islander Peoples.

1.2 For the purpose of this Agreement, "Aboriginal and Torres Strait Islander" means "a person of Aboriginal and/or Torres Strait Islander descent who identifies as an Aboriginal or Torres Strait Islander person and is accepted as such by their Aboriginal or Torres Strait Islander community."

1.3 The University will further develop and implement an Aboriginal and Torres Strait Islander Peoples Employment Strategy with the aim of improving the employment and participation of Aboriginal and Torres Strait Islander Peoples at all levels of the University, both within the Badanami Centre for Indigenous Education and across the University, through effective measures for employees recruitment, development, support and retention; participation of Aboriginal and Torres Strait Islander Peoples Employees in cultural/ceremonial activities; recognition of Aboriginal and Torres Strait Islander Peoples culture, and the existence of the Badanami Centre for Indigenous Education within the University.

1.4 The Aboriginal and Torres Strait Islander Peoples Employment Strategy Consultative Committee will monitor and review the implementation of the Aboriginal and Torres Strait Islander Peoples Employment Strategy and provide a report of monitored information/report on activities. The Committee will, as required, make recommendations to the University to improve the Employment Strategy.

1.5 The Committee will include as part of its membership:

(a) the University Executive member with responsibility for Aboriginal and Torres Strait Islander Peoples employment;

(b) another University employee with responsibility for the Badanami Centre for Indigenous Education;

(c) the Director, Office of University staff member responsible for Aboriginal and Torres Strait Islander Employment and Engagement, or nominee;

(d) a nominee from each of the Unions who are Aboriginal and Torres Strait Islander Peoples employees of the University, or their nominees as appointed by the Unions;

(e) at least 2 Aboriginal and Torres Strait Islander Peoples employees who work for the University (one academic and one professional staff Employee) elected by Aboriginal and Torres Strait Islander Peoples who work for the University; and

(f) 2 nominees of the Aboriginal and Torres Strait Islander Peoples community. Membership of the categories described in subclauses 65.5(d), (e) and (f) will be renewed on a bi-annual basis.

1.6 The Employment Strategy will incorporate:

(a) employment initiatives with the objective of the University employing 62 Aboriginal and Torres Strait Islander Peoples Employees at a parity percentage of the national population by the end of throughout the term of this Agreement. Aboriginal and Torres Strait Islander Peoples engaged as Trainees by the University will not be included when assessing whether the University is meeting this objective;
(b) **development of** a series of performance indicators for the employment strategy which address:

(i) professional and career development opportunities;
(iii) the classification and levels of positions occupied by Aboriginal and Torres Strait Islander Peoples Employees as compared to positions occupied by non-Aboriginal and Torres Strait Islander Peoples Employees; and

(iii) appropriate employment retention and promotion of Aboriginal and Torres Strait Islander Peoples Employees into identified and non-identified roles;

(c) annual review of the numbers of Aboriginal and Torres Strait Islander Peoples Employees compared to the objective in order to assess progress and develop further measures to give effect to the Aboriginal and Torres Strait Islander Peoples Employment Strategy;

(d) a definition of "self-determination" for Aboriginal and Torres Strait Islander Peoples and how it will apply to Aboriginal and Torres Strait Islander Peoples Employees at the University, developed by the members of the Aboriginal and Torres Strait Islander Peoples Employment Strategy Consultative Committee for approval by the Board of Trustees;

(e) a University wide cultural awareness training program giving priority to the delivery of the training in work units with existing Aboriginal and Torres Strait Islander Peoples Employees and in conjunction with the appointment of Aboriginal and Torres Strait Islander Peoples Employees;

(f) a program of Aboriginal and Torres Strait Islander Peoples traineeships, scholarships and sponsorships to cultural events relevant to position and career related personal development;

(g) Individual professional development plans for Aboriginal and Torres Strait Islander Peoples Employees, developed in consultation with their Supervisor and, where requested, the Director, Office of staff member responsible for Aboriginal and Torres Strait Islander Employment and Engagement; and

(h) supplementary funding for development programs will be provided through the Aboriginal and Torres Strait Islander Peoples Employment Strategy.

1.7 The University will require, and provide support for all Employees of the University to respect and work within the guiding principles of the Employment Strategy, and all Employees of the University must respect and work within these guiding principles, which will include the principles of:

(a) respect and consideration for the cultural, social and religious systems practised by Aboriginal and Torres Strait Islander Peoples;

(b) recognition that the knowledge of Aboriginal and Torres Strait Islander Peoples provides a significant contribution to all other bodies of knowledge;

(c) acknowledgement of the scholarship that Aboriginal and Torres Strait Islander Peoples Employees bring to the University;

(d) acknowledgement that participation of Aboriginal and Torres Strait Islander Peoples in cultural or ceremonial activities enhances the effectiveness of Aboriginal and Torres Strait Islander Peoples as Employees;

(e) recognition that a supportive working environment for Aboriginal and Torres Strait Islander Peoples requires the redress of past social injustice, exploitation and employment inequity; and

(f) facilitation and encouragement of direct involvement of Aboriginal and Torres Strait Islander Peoples Employees in determining their own career strategies, goals and objectives, in consultation with their Supervisors.

1.8 The University is committed to a regular review of policies that will include Aboriginal and Torres Strait Islander Peoples Employees in the consultation process, and ensure that the policies address the specific backgrounds and needs of Aboriginal and Torres Strait Islander Peoples Employees and
recognise the importance of Aboriginal and Torres Strait Islander Peoples knowledge, learning and community links.

1.9 The University recognises that "Aboriginality" is a genuine occupational qualification and that an Aboriginal and Torres Strait Islander Peoples Employee can most effectively provide relevant services to other Aboriginal and Torres Strait Islander Peoples and advice about Aboriginal and Torres Strait Islander Peoples culture and people. Therefore, the University recognises that in certain circumstances it may be appropriate for Aboriginal and Torres Strait Islander Peoples to be employed by the University to provide specific services to other Aboriginal and Torres Strait Islander Peoples. In these circumstances, these positions require an applicant to be an Aboriginal and Torres Strait Islander Peoples as a genuine occupational qualification as authorised by section 14 of the Anti-Discrimination Act 1977 (NSW) as varied, amended or replaced from time to time.

1.10 The University will:

(a) identify positions that are established to recruit, support, educate and/or provide services to Aboriginal and Torres Strait Islander Peoples students and staff, and recruit Aboriginal and Torres Strait Islander Peoples into those positions;

(b) subject to the availability of suitably qualified people, take steps to provide for all positions in the Badanami Centre for Indigenous Education to be filled by Aboriginal and Torres Strait Islander Peoples within the term of this Agreement;

(c) maintain a Senior Staff position as Head of the Badanami Centre for Indigenous Education with overall responsibility for advice, coordination and management of Aboriginal and Torres Strait Islander Peoples education policy, Aboriginal and Torres Strait Islander Peoples students and educational matters, and

(d) maintain a Senior Staff position to facilitate the implementation of the Aboriginal and Torres Strait Islander Peoples Employment Strategy and related policies.

In implementing these actions, the University will ensure that Employees will not suffer disadvantage in relation to their employment.

1.11 Any committee established for the selection of an identified position, or for the assessment of an existing Aboriginal and Torres Strait Islander Peoples Employee for any purpose, will, subject to the availability of suitably qualified people, comprise of at least 50% Aboriginal and Torres Strait Islander Peoples membership where possible.

1.12 Leave for Aboriginal and Torres Strait Islander Peoples Employees to participate in cultural/ceremonial activities is provided under clause 24 XXX: Personal Leave.

1.13 In recognition of the increased effectiveness and productivity of ongoing or fixed-term Employees proficient in Aboriginal and Torres Strait Islander Peoples languages, an ongoing or fixed-term Employee who is required to use Aboriginal and Torres Strait Islander Peoples language in the course of their employment will be paid an Aboriginal and Torres Strait Islander Peoples Language allowance as set out in Schedule XXX. Aboriginal and Torres Strait Islander Peoples language will mean a recognised proficiency in anyone of the Aboriginal or Torres Strait Islander Peoples languages.
Professional Staff Agreement – current clause 22

Academic Staff Agreement – current clause 20

1. **CAR KILOMETRE ALLOWANCE AND JOURNEYS REQUIRING TEMPORARY RESIDENCE**

1.1 If an Employee is required by the University to travel to a location other than their nominated work location, and if there is no University vehicle or public transport available, or if it is unreasonable or impractical to use them in the circumstances, the Employee will be paid an allowance.

1.2 The allowance paid will be for any net kilometres in excess of the distance an Employee would normally travel using their own vehicle in getting to and from their normal work location, at a rate consistent with the allowance approved by the Australian Taxation Office as reasonable at the time.

1.3 If an Employee chooses to use their own vehicle when public transport is reasonably available, they will be reimbursed the equivalent economy cost of the public transport.

1.4 If an Employee is directed by the University to work away from their nominated work location and they have approval to occupy a temporary residence, the University will pay actual reasonable expenses.
1. DIGNITY AND RESPECT AT WORK

1.1 The University respects and values its Employees, the diversity of its workforce and the right of Employees to work in an environment free from unlawful discrimination, harassment and bullying. The University is committed to creating and maintaining a working environment of dignity and respect.

1.2 The University and its Employees recognise that they have obligations under Federal and State anti-discrimination legislation and will work actively towards preventing and eliminating unlawful discrimination in employment in the University.

1.3 The University will continue to work actively towards eliminating workplace bullying and will develop policy in consultation with Employees.

1.4 Bullying at work occurs when:

(a) a person or a group of people repeatedly behaves unreasonably towards a worker or a group of workers at work; and

(b) that behaviour creates a risk to health and safety.

Bullying does not include reasonable management action carried out in a reasonable manner.

1.5 Managers and supervisors will take all reasonable steps to ensure that instances of workplace bullying, harassment or discrimination are dealt with immediately according to University policy, to ensure that Employees understand that these behaviours will not be tolerated and that instances of these behaviours will be addressed through disciplinary procedures.

1.6 The University will provide information and training on identifying and preventing workplace bullying in staff development programs for Employees.
1. **DIGNITY AND RESPECT AT WORK**

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1.4 Bullying at work occurs when:

   (a) a person or a group of people repeatedly behaves unreasonably towards a worker or a group of workers at work; and

   (b) that behaviour creates a risk to health and safety.

1.5 Bullying does not include reasonable management action carried out in a reasonable manner.

1.6 Supervisors will take all reasonable steps to ensure that instances of workplace bullying, harassment or discrimination are dealt with immediately according to University policy, to ensure Employees understand that these behaviours will not be tolerated and that instances of these behaviours will be addressed through disciplinary procedures.

1.7 The University will provide information and training on identifying and preventing workplace bullying in staff development programs for Employees.
Professional Staff Agreement – current clause 11

Academic Staff Agreement – current clause 11

1. **DISPUTE SETTLEMENT**

(a) The University and its Employees have an interest in the proper application of this Agreement and in minimising and settling disputes about matters in this Agreement in a timely manner.

(b) A dispute regarding:
   (i) any matters arising under this Agreement; or
   (ii) the NES,
will be resolved using the procedures set out in this clause.

(c) The dispute settlement procedures under this clause may be initiated by:
   (i) an Employee;
   (ii) the Unions (either separately or together); or
   (iii) the University, as set out in this clause.

(d) An Employee who is a party to a dispute may be assisted or represented by appointing a Representative, who may be an official of the relevant Union, at any stage of the dispute settlement for the purposes of the procedures set out in this clause.

While the parties to a dispute are engaged in the procedures set out in this clause:

(i) an Employee must continue to perform work as they normally would, unless they have reasonable concerns about their work health and safety;

(ii) an Employee must comply with a reasonable direction given by the University to perform other available work at the same workplace, or another workplace, unless:
   A. the work is not safe;
   B. the work is not appropriate for the Employee to perform; or
   C. there are other reasonable grounds for the Employee to refuse to comply with the direction;

(iii) normal work will continue while the procedures under this clause are being followed and no party to the dispute will take any action to aggravate a matter in dispute. Where the dispute relates to the termination expiry of a fixed-term contract of employment due to expiry, termination of the contract will be deferred pending resolution of the dispute.
In the first instance, the parties to a dispute If an Employee has a dispute with the University, where practicable they should attempt to resolve the dispute matter informally through discussion with their Supervisor, unless it is not practicable to do so.

If an Employee has been unable to resolve a dispute informally, or where it is not practicable to resolve the dispute informally, the Employee must formally notify a dispute to their Supervisor, Dean Director of their School or work unit. If there is a conflict of interest regarding the relevant Dean Director, the Employee must notify the dispute to the Executive Director, Human Resources, and request a formal meeting with their Supervisor to attempt to resolve the dispute. This meeting must be held within 5 working days of the request being made, unless agreed otherwise.

The formal dispute notified under subclause 11.7 notification must:

(i) be in writing;
(ii) state that the notification is being made under this clause;
(iii) make reference to the clause(s) of this Agreement, or NES, in relation to which the dispute has arisen; and
(iv) insofar as is possible, clearly state the nature of the dispute.

Subclause 11.8 does not prevent a party from notifying an urgent dispute may be notified verbally in circumstances where, due to time constraints, it is not practicable to comply with the requirements of that subclause, provided that a complying written dispute notification is issued as soon as possible thereafter after the verbal notification.

If the dispute is not resolved in a formal meeting with the Employee’s Supervisor, the Employee may request a formal meeting with the relevant Dean/Director or nominee to attempt to resolve the dispute. This meeting must be held within 5 working days of the request being made, unless agreed otherwise.

At any stage during the dispute process, a party to the dispute may request a meeting with the other party to the dispute to attempt to resolve the dispute and discuss the dispute resolution process they wish to apply in the case of each separate dispute. Any such meeting must be held within 5 working days of the request being made, unless otherwise agreed. If the parties cannot agree on a particular dispute resolution process in a particular case, the following process in subclause (k) will apply.

Should the dispute not be resolved by the processes referred to above, if the formal dispute meeting is unsuccessful, or if there is an identified urgent need to have the matter resolved, either party to the dispute may refer the dispute to the Fair Work Commission (FWC) for conciliation and if necessary, arbitration. The arbitrated decision of the Fair Work Commission will bind the parties to the dispute, subject to either party seeking leave to appeal against the arbitrated decision to the Full Bench if they believe there has been a significant error of fact or law. If the dispute is arbitrated by the FWC, the parties agree to be bound by a decision made by the FWC, subject to any right of appeal that may arise under the Act.

Comment [WSU4]: Current subclause (11) reinstated as per Unions’ request, with some minor amendment.
At any stage during the dispute process, a party to the dispute may request a meeting with the other party to the dispute to attempt to resolve the dispute and discuss the dispute resolution process they wish to apply in the case of each separate dispute. Any such meeting must be held within 5 working days of the request being made, unless otherwise agreed. If the parties cannot agree on a particular process in a particular case, the following process will apply.

Nothing in this clause prevents the parties from agreeing to refer an unresolved dispute to a third person or body other than the Fair Work Commission for resolution, in which case, if this occurs, the parties agree to be bound by the third party’s recommendation to resolve the dispute that is made by that third person or body.
1. **DOMESTIC VIOLENCE SUPPORT**

   (a) The University agrees to the availability of certain practical measures to assist Employees who are experiencing family violence.

   (b) Employees who are experiencing family violence may access their personal/carer's leave for the purpose of attending related appointments or other commitments, and the University may grant additional paid leave to an Employee. Flexible working arrangements may also be available under clause 31: Right to Request Flexible Working Arrangements.
Professional Staff Agreement – current clause 30

Academic Staff Agreement – current clause 25

1. FLEXIBLE WORK PROVISIONS

1.1 The University is committed to the implementation of working arrangements that find the best possible match between the interests of the University and those of an individual Employee. In this regard, the University recognises the possibility of work being performed in a flexible way to allow an Employee to balance personal and work commitments.

1.2 It is acknowledged that flexible work provisions are provided for throughout this Agreement including, but not limited to, the following clauses:

(a) clause 6: Individual Flexibility Arrangements;
(b) clause 17: Salary Packaging;
(c) clause 23: Hours of Work;
(d) clause 31: Right to Request Flexible Working Arrangements;
(e) clause 32: Flexible Hours of Work Scheme;
(f) clause 35: Personal Leave;
(g) clause 36: Sick Leave;
(h) clause 37: Parental Leave; and
(i) clause 41: Leave Without Pay.
1. HIGHER DUTIES

1.1 Higher duties is a temporary measure which can be used to cover staff on leave or who are otherwise absent from duties or while recruitment action is taking place. Higher duties provide a career development opportunity for employees in accordance with Clause 27XX: Career Planning and Development. The University will use temporary appointments to perform the duties of higher classified positions as opportunities for staff development.

1.2 An employee who is temporarily appointed to and satisfactorily performs the duties of a higher classified position ("Relieving Position") for:
   (a) at least 5 consecutive working days; or
   (b) at least 5 separate days within a two month period when the basis of the appointment does not involve consecutive working days but is regular (for example one day per week each week).

is a "Relieving Employee" and will be paid a higher duties allowance for the time they perform the duties of the Relieving Position.

1.3 A higher duties allowance is the difference between the Relieving Employee’s salary and the minimum salary of the Relieving Position.

1.4 If only a portion of the duties associated with the Relieving Position are performed, a pro rata relieving allowance will be paid. The proportion proportion will be determined by the Unit Manager and will equate with the proportion of the duties of the Relieving Position performed.

1.5 A Relieving Employee will be advised of the extent of the duties to be performed, the rate of higher duties allowance to be paid and the expected duration of the relieving period prior to the commencement of the period of higher duties.

1.6 For appointments to higher duties for more than 20 working days, the higher duties allowance for leave taken in the period of higher duties work will be paid provided that the allowance would have been paid but for the taking of the leave. Such leave will count as service for incremental purposes.

1.7 For appointments to higher duties for 20 working days or less, the higher duties allowance will only be paid for actual time worked during the relieving period and not for leave taken.

1.8 A higher duties allowance will be varied during the period of higher duties to take into account any changes in:
   (a) salary for the higher classified position; and
   (b) the proportion of duties associated with the higher position.

1.9 Where practicable, the opportunity to perform higher duties should ordinarily be made available to employees within the work unit where the vacancy exists who have not previously had such an opportunity for career development purposes.

1.10 Expressions of interest will be used as the basis for filling vacancies of more than two weeks’ duration where the University has at least three weeks’ notice of the vacancy.

1.11 Higher duties allowance should normally be offered for no longer than a 3 month period.
1.11 If the University expects a position to be vacant for a period in excess of 3 months or an indefinite period, it will be internally advertised in the first instance and filled through competitive selection.

1.12 A Relieving Employee who has relieved for one year or more in the same Relieving Position is eligible for incremental progression in the position and for payment of the higher duties allowance on any leave taken during the further period of relief.

1.13 Where a relieving employee relieves in a relieving position for a period of 12 months or more, the higher duties allowance will be superannuable unless the employee expressly declines this benefit.

1.14 In circumstances where a period of higher duties extends beyond the original time envisaged, the relieving employee’s Supervisor will take action either to have the relieving position reviewed by the Office of People and Culture Human Resources, begin recruitment action or to provide the Office of People and Culture Human Resources and the relieving employee with reasons for continuing the higher duties. The relieving employee will also be advised of any revised end date for the performance of the higher duties.

1.15 Where if through a competitive recruitment process, a relieving employee is permanently appointed to the relieving position, they will be treated for incremental progression purposes as having been the permanent occupant of that position during the entire period of higher duties.

1.16 Where a relieving employee is permanently appointed to a different position at the same or higher HEW level as the relieving position, then periods of time in the relieving position(s) may be aggregated and taken into account for the purpose of incremental progression within that classification level or that of a broadbanded position.
1. **HOURS OF WORK**

**Ordinary Hours of Work**

1.1 The ordinary hours of work for an Employee exclude meal breaks. Other than for an employee who is required to work all their ordinary hours of work according to a roster, the following limits apply:

(a) for an Employee engaged full time, 35 hours a week or 140 hours per 4 week period including Saturdays and Sundays or an average of 35 hours a week including Saturdays and Sundays over a roster period where applicable;

(b) for an Employee engaged part time less than 35 hours a week or less than 140 hours per four week period including Saturdays and Sundays over a roster period where applicable;

(c) an Employee will have an average of at least 2 days off work per week;

(d) the ordinary hours of work per day will not normally be more than 8, which may be increased to up to 10 if after consultation with affected Employees or, if they choose, their representative (who may be an official of the relevant Union) it can be demonstrated that the introduction of a roster of up to 10 hours per day will allow the University to more effectively meet operational demands of a specific work area; or unforeseen and/or special work demands require an Employee be directed to work up to 10 hours on a particular day provided that:

   (i) this is on not more than 2 occasions during a 2 week period;

   (ii) the Employee is given at least 24 hours' notice; and

   (iii) the Employee is not required to work the increased hours if they satisfy the University that they have family responsibilities or pressing commitments preventing them doing so.

1.2 In order to balance personal and work demands, an Employee may be permitted to voluntarily work their ordinary hours at any time Monday to Sunday, subject to operational requirements, the availability of adequate supervision and with prior written approval of the head of their organisational unit. Hours worked under these arrangements will be paid at the Employee’s Base Rate of Pay.

1.3 An ongoing or fixed-term Employee may request reduced hours. Approval of an Employee’s request will be subject to operational requirements but will not be unreasonably withheld by the University.

1.4 By arrangement with their Supervisor, a female Employee may vary their hours of work to accommodate breastfeeding requirements.

1.5 The time an Employee takes to travel from home to their home campus and return is not included in their hours of work. However, where organisational needs require the Employee to travel to another campus, or other location, any time additional to their normal travel time is included as hours of work. Travel between campuses during the day is included as hours of work.
1.6 All Employees up to and including HEW Level 9 are required to complete a time-sheet covering each 4 week (140 hours) settlement period.

Rates of Pay

1.7 An ongoing or fixed-term Employee will be paid at the Employee’s Base Rate of Pay and a casual Employee will be paid at the Casual Rate of Pay for ordinary hours of work except that an Employee who works according to a roster will be paid the relevant shift loading under this clause in addition to the Base or Casual rate of pay.

1.8 An Employee engaged part-time who agrees to work hours additional to their weekly contracted hours up to, but not more than, 35 hours in a week or an average of 35 hours a week over a roster period, will be paid at the Employee’s Base Rate of Pay for additional hours worked.

1.9 An Employee engaged part-year who agrees to work in their substantive position during a period when they would not normally work, will be paid at the Employee’s Base Rate of Pay for any ordinary hours of work.

1.10 Hours worked in addition to ordinary hours of work will be overtime.

Rostered Hours

1.11 An Employee who works according to a roster will be paid the following shift loadings in addition to the base or casual rate of pay:
(a) early morning shift - starting at or after 4.00 am and before 6.00 am Monday to Friday – 10% loading;
(b) day shift - starting not earlier than 6.00 am and before 10.00 am Monday to Friday – nil loading;
(c) early afternoon shift - finishing at or after 7.00 pm Monday to Friday – 10% loading;
(d) afternoon shift - finishing at or after 9.00 pm and before midnight Monday to Friday - 12.5% loading;
(e) night shift - finishing at or after midnight and before 6.00 am Monday to Friday – 15% loading;
(f) Saturday – any shift worked between midnight Friday and midnight Saturday – 50% loading;
(g) Sunday – any shift worked between midnight Saturday and midnight Sunday – 100% loading; and
(h) permanent night shift - any roster in which shifts are worked which do not rotate or alternate with other or another shift so as to give the employee at least one third of their working time off night shift in each roster period – 30% loading (provided that the loading for Saturday or Sunday will be in substitution for and not in addition to this loading).

1.12 Work rosters will be posted in a readily accessible place and will indicate the starting and finishing times of the ordinary hours of work for each shift for each Employee.

1.13 An employee will be given at least 72 hours’ notice of a change of shift in a roster or at least 7 days’ notice of a new roster, except when the Employee is replacing another employee on unplanned absence. If because of a change of shift or roster an Employee works on a day on which would have been rostered off, they will be paid at overtime for the time worked.
1.14 Employees may swap shifts or rosters with the agreement of their Supervisor(s) provided that this does not involve additional shift loadings or overtime.

Changes to regular roster or ordinary hours of work

1.15 The University will consult Employees about changes to their regular roster or ordinary hours of work in accordance the relevant provisions of the Act. Employees may be assisted by a Representative for the purposes of such consultation. In consulting with Employees, the University will:

(a) provide information to the Employees about the change; and

(b) invite Employees to give their views about the impact of the change, including any impact in relation to their family or caring responsibilities; and

(c) consider any views about the impact of the change that are given by Employees.

1.16 Any change to an Employee’s regular roster or ordinary hours of work will only be made with the agreement of the Employee concerned, taking into account personal circumstances and obligations under clause 43: Organisational Change.

Overtime

1.17 The University may require an Employee to work a reasonable amount of overtime, unless the Employee has reasonable grounds for not working the overtime.

1.18 The University will make all reasonable efforts to give at least 48 hours’ notice to an Employee of any overtime to be worked.

1.19 Overtime rates of pay will be:

(a) 1.5 times the base rate of pay for the first 2 hours and double the base rate of pay thereafter until the end of the overtime;

(b) between midnight Friday and midnight Saturday, 1.5 times the base rate of pay for the first 2 hours and double the base rate of pay thereafter until the end of the overtime with a minimum payment of 3 hours;

(b)(c) between midnight Saturday and midnight Sunday, double the base rate of pay with a minimum payment of 4 hours, except for essential work of feeding animals and watering when the minimum payment will be 3 hours; and

(c)(d) on a public holiday 2.5 times the base rate of pay with a minimum payment of 4 hours except for essential work of feeding animals and watering when the minimum payment will be 3 hours.

1.20 Overtime should be arranged so that, if reasonably practicable, an Employee will have 10 hours off between the work of successive days, except 8 hours will be substituted for 10 hours for overtime worked when changing shift rosters or replacing another Employee who has not reported for work. However,

(a) if an Employee who works overtime would ordinarily commence work within 10 hours of finishing the overtime, they will not be required to report for work until they have had 10 hours off and will be paid at the base rate of pay for the time they would have normally worked in those ten hours; or

(b) if an Employee who works overtime is directed by the University to continue or resume work without having had 10 consecutive hours off, they will be paid at overtime rates of pay until released from duty and then have 10 consecutive hours off and will be paid at
the base rate of pay for the time they would have normally worked in those 10 hours.
1.21 An Employee called back to the University’s premises for work after leaving for the day will be paid at the appropriate overtime rate for a minimum of 4 hours. Each call will stand alone. This subclause will not apply if it is customary for an Employee to return for pre-arranged overtime or if the overtime is continuous (subject to a reasonable meal break) with the end or start of normal working time.

1.22 If an Employee is instructed to work overtime on a day they would normally not have been required to work and on reporting for work finds that no work is available, they will be paid 3 hours overtime at the overtime rate for that day.

1.23 Each day’s overtime is calculated separately to the nearest quarter of an hour.

1.24 Where an Employee is required to work overtime, they will be entitled to payment at overtime rates as specified in subclause 23.19. Normally overtime will be paid other than in circumstances where Employee and their Supervisor agree to the Employee accruing time off in lieu of overtime as detailed in subclauses 23.25 to 23.27.

1.25 Time off in lieu of overtime will be equal to the hours which would have been payable. For example, 4 hours overtime worked at double time is equal to 8 hours’ time off in lieu. Time off in lieu of overtime will not be unreasonably refused by the University, but must be considered in conjunction with any use of flex-leave.

1.26 The maximum number of hours of time off in lieu of overtime payment that may be accumulated must not exceed 35 hours.

1.27 Time off in lieu of overtime must be taken at a time mutually agreed between an Employee and their Supervisor and within 3 months from the time the overtime was done, or payment at the appropriate overtime rate will be made.
1. **IMPLEMENTATION COMMITTEE**

1.1 An Implementation Committee will be established to facilitate the implementation of the Agreement.

1.2 The Implementation Committee will comprise:
   (a) 1 Employee who is a member of, and nominated by, each of the Unions; and
   (b) 1 representative nominated by each of the Unions; and
   (c) no more than 4 representatives nominated by the University.

1.3 The Implementation Committee will:
   (a) be a forum for consultation on strategies to support the implementation of this Agreement, including training for managers and employees;
   (b) consider reports required by the various clauses of this Agreement; and
   (c) monitor and advise on the implementation of the provisions of this Agreement.

1.4 The Implementation Committee will:
   (a) meet at least once every quarter; and
   (b) be chaired alternately by a Union representative or a representative of the University.

1.5 The University will keep and distribute minutes of meetings.

1.6 Employees who are members of the Implementation Committee will be granted reasonable time and resources during working hours to attend meetings and to interview, consult and liaise with Employees about matters relevant to the implementation of this Agreement.
2. IMPLEMENTATION COMMITTEE

1.1 An Implementation Committee will be established to facilitate the implementation of this Agreement.

1.2 The Implementation Committee will comprise:

(a) 2 academic Employees who are members of, and nominated by, the Union;

(b) 1 representative nominated by the Union; and

(c) no more than 3 representatives nominated by the University.

1.3 The Implementation Committee will:

(a) be a forum for consultation on strategies to support the implementation of this Agreement, including training for managers and employees;

(b) consider reports required by the various clauses of this Agreement; and

(c) monitor and advise on the implementation of the provisions of this Agreement.

1.4 The Implementation Committee will:

(a) meet at least once every quarter; and

(b) be chaired alternately by a Union representative or a representative of the University.

1.5 The University will keep and distribute minutes of meetings.

1.6 Employees who are members of the Implementation Committee will be granted reasonable time and resources during working hours to attend meetings and to interview, consult and liaise with Employees about matters relevant to the implementation of this Agreement.
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 certain 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.

(j)(b) The University and the individual Employee must genuinely agree to the individual flexibility arrangement without coercion or duress.

(j)(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
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

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

The University must give the Employee a copy of the individual flexibility arrangement within 14 days of the arrangement being agreed.

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.
1. INTELLECTUAL PROPERTY

1.1 In consultation with Employees and the Union, the University will maintain an Intellectual Property policy.

1.2 In maintaining the Intellectual Property policy the University will address the issues of appropriate participation for Employees in the ownership and use of intellectual property which they create, including intellectual property arising from online teaching and learning.
1. **LONG SERVICE LEAVE**

1.1 **Eligibility**

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

(b) For the purposes of this clause, for all Employees other than casual Employees and subject to subclause 28.21.4, continuous service is service with the University, without a break of more than 2 months on any single one occasion, with the University.

1.2 **Entitlements**

(a) Subject to subclause 28.6, an Employee will be entitled to long service leave as follows:

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

(ii) after 15 years of continuous service: paid leave of 4.5 months at the Employee’s Base Rate of Pay or 9 months at half the Employee’s Base Rate of Pay and

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

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

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

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

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

(iii) by the death of the Employee; or

(iv) by the conclusion of an fixed-term contract where the fixed-term Employee seeks to continue the employment;

they will be entitled to a proportionate amount of long service leave at the rate of 3 months leave at their Base Rate of Pay for 10 years of continuous service.

(d) If an Employee has accrued entitled to long service leave, they will receive payment in lieu if their employment ends before they take the leave but before taking the leave their employment with the University ends, they will be entitled
(e) If an Employee dies, the monetary value payment in lieu of the Employee’s accrued long service leave entitlement will be paid made to the Employee’s personal legal representative, unless paid to the Employee’s estate.

### 1.3 Recognition of prior long service leave credits

(a) The University will recognise long service leave accruals for prior service with other publicly funded Australian universities that recognise for the purposes of this clause, for ongoing and fixed-term Employees continuous service includes service, without a break of more than 2 months on any single occasion, with any other Australian higher education institution which grants transferability of service for long service leave credits purposes to Employees employed under this Agreement and any University entity of the University, in which the University has more than a 50 per cent controlled interest, provided that:

(i) the maximum accrual that will be recognised for prior service with other publicly funded Australian universities is 90 days;

(ii) the period between cessation of employment with the former employer and commencement of employment with the University is 2 months or less, however this period will not count towards length of service;

(iii) if the Employee has taken long service leave with their former employer, or is eligible to be paid or has been paid in lieu of long service leave by the releasing institution, they will not be entitled to long service leave. However, the Employee will be entitled to long service leave for the period of service with the releasing institution, for which leave has been taken, or paid or for which there is eligibility for payment. If however this period of service will be included as qualifying service for determining the Employee is eligible to take long service leave and the rate of accrual;

(iv) if the Employee has been paid, or is eligible to be paid, in lieu of long service leave by their former employer, they will not be entitled to long service leave or for the period of service for which leave has been paid or is eligible to be paid, however this period of service will be included as qualifying service for determining eligibility for long service leave and the rate of accrual;

(ii) there is not more than 2 months between the end of employment with a releasing institution and the beginning of employment with a receiving institution, however the period between the contracts of employment will not count in determining length of service;

(iii) on the Employee will be required to serve at least 5 years with the University before taking or being paid in lieu of long service leave, or being paid in lieu on termination of employment, except that payment in lieu of long service leave will be made if an Employee dies, retires, receives an ill health benefit under the provisions of their superannuation fund, accepts redundancy or is retrenched, and

(iv) the Employee is not appointed short-term to the University, however if the Employee is subsequently appointed to a longer term with the University then they will receive recognition of all prior continuous service.

**Comment [WSU1]:** Moved – current 28.2.

**Comment [WSU2]:** (iii) and (iv) split the current 28.2(a) for ease of reference.
1.4 Recognition of prior casual service

(a) For the purposes of this clause, the University will recognise an ongoing or fixed-term Employee’s prior casual service with the University, provided that if the casual service was:

(i) performed on a regular and systematic basis;

(ii) for a minimum period of 12 months without a break of more than 2 months on any single occasion; and

(iii) immediately in conjunction with the period of ongoing or fixed-term employment.

1.5 Calculating service for long service leave purposes

(a) In calculating service to establish long service leave entitlements:

(i) any leave without pay will not count as service, except:

A. any period of leave without pay up to 6 months will count as service after an Employee has completed 10 or more years of continuous service, but

A.B. if the period of leave without pay is for more than 6 months, the whole of the period of leave without pay will not count as service; and

(ii) any period of leave without pay for service in the Australian Defence Force Reserve will count as service.

1.6 Taking Long Service Leave

(a) Subject to subclause 28.1, an Employee who is entitled to long service leave may apply to take all or part of the leave at a time of their choosing, if they give the University 6 months’ written notice of their intention to do so, or the University agrees to a shorter period of notice.

(b) An application for long service leave by an Employee with teaching responsibilities may be declined if the Employee’s Supervisor has concerns that the proposed leave would result in the Employee’s teaching being disrupted over 2 consecutive teaching semesters. In the event that the Supervisor has such concerns:

(i) the Supervisor must raise their concerns with the Employee within 2 weeks of receiving the application for long service leave;

(ii) the Employee must meet with their Supervisor to discuss what arrangements they propose to make for their teaching during the period of long service leave; and

(iii) if following discussions with the Supervisor, no accommodation or arrangements can be made for the Employee’s teaching during the proposed period of long service leave, then the application for leave may be declined, in which case an acceptable alternative time for the taking of long service leave will be agreed between the Employee and their Supervisor.
If an Employee who is eligible for paid sick leave produces a satisfactory medical certificate that they had been incapacitated ill or injured for a period of one week or more while on long service leave, the University will:

(i) re-credit the Employee with an equivalent period of long service leave, provided that re-credit will not be granted to an Employee on long service leave immediately prior to retirement, resignation or termination of service; and

(ii) deduct an equivalent amount of sick leave.

1.7 Direction to take long service leave

The University may direct if an Employee has a long service leave entitlement of more than 4.5 months' accrued long service leave, the University may give them written notice to take up to 3 months' leave at a time convenient to the University, provided that:

(i) the University must give the Employee written notice of at least 12 months' written notice of the date on which the leave must start;

(ii) an Employee cannot be required to take long service leave within 24 months of the Employee's intended date of retirement;

(iii) the minimum period of leave the University can require an Employee to take is 6 weeks;

(iv) the University cannot require an Employee to take any further long service leave for 2 years after taking leave under this subclause; and

(v) an Employee who has firm plans to take their long service leave at a particular date in the future may apply for deferral of the application of this subclause.
Professional Staff Agreement – current clause 34

1. LONG SERVICE LEAVE

1.1 Eligibility

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

(b) For the purposes of this clause and Employees other than casual Employees and subject to subclause 1.1.4(b), continuous service is service with the University without a break of more than 2 months on any one occasion with the University.

1.2 Entitlement

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

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

(ii) after 15 years of continuous service: paid leave of 4.5 months at the Employee’s Base Rate of Pay or 9 months at half the Employee’s Base Rate of Pay, and then 2.5 months at the Employee’s Base Rate of Pay or 5 months at half the Employee’s Base Rate of Pay for each completed 5 years of continuous service; and

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

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

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

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

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

(iii) by the death of the Employee; or

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

they will be entitled to a proportionate amount of long service leave at the rate of 3 months leave at their Base Rate of Pay for 10 years of continuous service.

(d) If an Employee is entitled to has accrued long service leave, they will receive payment in lieu if their employment ends before they take the leave.

(e) If an Employee dies, the monetary value payment in lieu of their Employee’s accrued long service leave entitlement will be paid made to their Employee’s personal legal representative, unless paid to the Employee’s estate.

Long service leave PSA updated v210/4/2017 v.2
1.3 Recognition of prior long service leave credits

The University will recognise long service leave accruals for prior service with other publicly funded Australian universities that have continuous service includes service, without a break of more than 2 months on any one occasion, with any other Australian higher education institution which recognises the transferability of service for long service leave purposes to Employees employed under this Agreement, long service leave credits, and any University entity of the University in which the University has more than a 50% controlled interest, provided that:

(i) the maximum accrual that will be recognised for prior service with other publicly funded Australian universities is 90 days;

(ii) the period between cessation of employment with the previous employer and commencement of employment with the University is 2 months or less, however this period will not count towards length of service; there is not more than 2 months between the end of employment with a releasing institution and the beginning of employment with a receiving institution, however the period between the contracts of employment will not count in determining length of service;

(iii) if the Employee has taken long service leave with their former employer or is eligible to be paid or has been paid in lieu of long service leave by the releasing institution, they will not be entitled to long service leave have an entitlement to leave for the period of service with the releasing institution for which leave has been taken or paid or for which there is eligibility for payment. However this period of service will be included as qualifying service for determining when the Employee is eligible to take eligibility for long service leave and the rate of accrual;

(iv) if the Employee has been paid, or is eligible to be paid, in lieu of long service leave by their former employer, they will not be entitled to long service leave for the period of service for which leave has been paid or is eligible to be paid, however this period of service will be included as qualifying service for determining eligibility for long service leave and the rate of accrual;

(v) the Employee will be required to serve at least 5 years with the University before taking leave or being paid in lieu of long service leave or being paid in lieu of termination of employment, except that payment in lieu of long service leave will be made if an Employee dies, retires, receives an ill health benefit under the provisions of their superannuation fund, accepts redundancy or is retrenched.

1.3.4 Recognition of prior casual service and

(a) the Employee is not appointed short-term to the University, however if the Employee is subsequently appointed to a longer term with the University then they will receive recognition of all prior continuous service.

(b)(a) For the purposes of this clause, the University will recognise an ongoing or fixed-term Employee’s prior casual service with the University provided that if the casual service was performed on a regular and systematic basis;
for a minimum period of 12 months without a break of more than 2 months on any single occasion; and

(iii) immediately in conjunction with the period of ongoing or fixed-term employment.

1.5 Calculating service for long service leave purposes

(a) In calculating service to establish long service leave entitlements:

(i) any leave without pay will not count as service, except:

A. any period of leave without pay of up to 6 months will count as service after an Employee has completed 10 or more years of continuous service; but

A. B. if the period of leave without pay is for more than 6 months, the whole of the period of leave without pay will not count as service; and

(ii) any period of leave without pay for service in the Australian Defence Force Reserves will count as service.

(b) Entitlements

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

(f) after 10 years’ continuous service: paid leave of 3 months at the Employee’s Base Rate of Pay or 6 months at half the Employee’s Base Rate of Pay, and then a proportionate amount of leave on this basis for continuous service of between 10 and 15 years;

(g) after 15 years’ continuous service: paid leave of 4.5 months at the Employee’s Base Rate of Pay or 9 months at half the Employee’s Base Rate of Pay, and then 2.5 months at the Employee’s Base Rate of Pay or 5 months at half the Employee’s Base Rate of Pay for each completed 5 years of continuous service; and

(h) Employees engaged on a part-time basis and Employees with a combination of full-time and part-time service are entitled to long service leave on a pro-rata accrual basis.

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

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

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

(l) by the death of the Employee; or

(m) by the conclusion of an Employee’s second or subsequent fixed-term contract where the fixed-term Employee seeks to continue the employment;

(n) they will be entitled to a proportionate amount of long service leave at the rate of 3 months leave at their Base Rate of Pay for 10 years’ continuous service.
1.4.1.6 Taking Long Service Leave

(a) An Employee who is entitled to long service leave may take all or part of it at the
time of their choosing if they give the University must apply for long service leave 6 months' written notice in advance, unless or the University agrees to a shorter period of notice. The University may decline to refuse an application to take long service leave based on the operational requirements of the Employee’s School or work unit. Subject to subclause 1.6(b), an Employee who is entitled to long service leave may apply to take all or part of the leave at a time of their choosing if they give the University 6 months' written notice of their intention to do so. The University may agree to a shorter period of notice.

(b) An application for long service leave may be declined if the Employee’s Supervisor has serious concerns that there are genuine operational reasons not to grant the leave at the requested time. If the Supervisor has such concerns:

(i) the Supervisor must raise their concerns within the Employee within 2 weeks of receiving the application for long service leave;

(ii) the Employee must meet with their Supervisor to discuss the accommodation or arrangements that may be made to meet the operational requirements of the work unit during the period of long service leave; and

(iii) if following discussions with the Supervisor, no accommodation or arrangements can be made during the period of long service leave, the application for leave may be declined, in which case an acceptable alternative time for the taking of long service leave will be agreed between the Employee and their Supervisor.

(c) For the purposes of subclause 1.6(b), examples of “genuine operational reasons” include, but are not limited to, times of known peak workload (for example, enrolment and exam times for student centre staff), annual reporting for finance staff, or significant numbers of other staff already approved to be on leave at the requested time.

(d) A Supervisor must not unreasonably withhold approval of an application for long service leave.

(e) If an Employee who is eligible for paid sick leave produces a satisfactory medical certificate that they had been incapacitated for a period of ill or injured for one week or more whilst on long service leave, the University will:

(i) re-credit the Employee with an equivalent period of long service leave, provided that re-credit will not be granted to an Employee on long service leave immediately prior to retirement, resignation or termination of service; and

(ii) deduct an equivalent amount of sick leave.

1.7 Direction to take long service leave

(a) The University may direct if an Employee has a long service leave entitlement of more than 4.5 months’ accrued long service leave to take, the University may give the Employee written notice to take up to 3 months’ leave at a time convenient to the University, provided that:

(i) the University must give the Employee written notice of at least 12 months’ written notice of the date on which the leave must start;
(ii) an Employee cannot be required to take long service leave within 24 months of the Employee’s intended date of retirement;

(iii) the minimum period of leave the University can require an Employee to take is 6 weeks;

(iv) the University cannot require an Employee to take any further long service leave for 2 years after taking leave under this subclause;

an Employee who has firm plans to take their long service leave at a particular date in the future may apply for deferral of the application of this subclause.
1. **PARENTAL LEAVE**

(a) Parental leave consists of:

(i) maternity leave taken by an Employee in connection with her pregnancy or birth of her child;

(ii) adoption leave taken by an Employee in connection with the adoption of a child;

(iii) foster parent leave for fostering a child on long term placement; or

(iv) partner leave taken by an Employee in connection with their partner’s pregnancy or birth of their child ("partner" includes spouse, de facto spouse and partners of the same sex).

1.2 Maternity leave – eligibility and entitlement

(a) An Employee (including a casual Employee) who becomes pregnant is entitled to up to 52 weeks’ maternity leave. An Employee may also apply 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), an ongoing or fixed-term Employee who has completed at least 40 weeks’ 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 20 weeks of their maternity leave, at their base rate of pay or half their Base Rate of Pay for up to 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’ year of continuous paid service prior to the commencement of maternity leave, they will be entitled to pro rata 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 52 weeks from the date of commencement of the leave, but may be taken in a number of periods during the 52 weeks.

(e) An Employee may commence maternity leave at any time from 12 weeks prior to the expected date of birth of her child, but no later than the date of birth of the child.

(f) If an Employee who is unable to due to an pregnancy-related illness or pregnancy related medical appointment associated with her pregnancy, she may take any leave to which she 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 service).
including any paid maternity leave already taken. A medical certificate must be provided.

(h) If the contract of a fixed-term Employee on maternity leave expires before she has used all paid maternity leave, she will be entitled to be paid the balance of the leave 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 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.

(b)(c) Subject to subclause 1.10(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 20 weeks of their adoption leave, or half of their Base Rate of Pay for 40 weeks at half their Base Rate of Pay.

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

(c)(d) 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 adoption leave, they will be entitled to a proportion of 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.

(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.

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.

1.5 Foster parent leave – eligibility and entitlement

(a) If a foster child on long-term placement; and

(i) has 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 if the child is younger than 5 years of age, or for up to 3 weeks for a child 5 or more years of age or over.

(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.

Comment [SO7]: The University does not agree to reduce the qualifying period

Comment [SO8]: The University does agree with the increase in paid adoption leave

Comment [SO9]: The University does not agree to reduce the qualifying period

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

(a) Subject to subclause 1.10(a), an ongoing or fixed-term Employee who has completed at least 1 year of continuous paid service is entitled to:

(i) up to 32 weeks' of 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.

(b) A casual Employee will be entitled to unpaid partner leave in accordance with the Act and subclause 14.19.

(c) An ongoing or fixed-term Employee may apply for an additional 6 weeks' of unpaid partner leave for the birth or adoption of their child, which the University will not unreasonably refuse, and which may be taken at the same time as any leave taken by the primary carer of the child.

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

Applying for parental leave

(a) An eligible Employee should apply for parental leave at least 4 weeks in advance and provide evidence indicating the expected date of birth or placement. Any change to 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.

(b) An Employee entitled to parental leave may 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.

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.

Return to work after maternity or adoption 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 Employee was transferred, at the Employee's request, to a different position or reduced hours because of her employee's pregnancy, she is entitled to return to her previous position.
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 they return 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

(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 offer 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 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 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.
Periods of parental leave for Employee couples

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

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

1.10 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.

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

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

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

Unpaid maternity leave will count as service for incremental progression.

Paid parental leave will count as service for incremental progression.
1. PAY AND CAREER EQUITY

1.1 All professional staff recruitment will be subject to merit selection.

1.2 The University is committed to the provision of equal employment opportunity in career opportunities and to properly valuing the skills and experiences of women and other EEO groups.

1.3 The University will provide the annual WGEA report to all Employees, that includes on the average pay levels of male and female Employees at each classification level and outcomes of position reclassifications.

1.4 The University will implement and monitor procedures and strategies to overcome any obstacles to career opportunities for women and other EEO target groups and report annually on progress to Employees.

1.5 The University will work towards achieving gender balance on University Committees and in activities relating to University governance, and will report annually on progress to the Implementation Committee.

Comment [SH1]: There are far too many University Committees to report on. University will consider inclusion of this if the "University Committees" reference is narrowed or specified.
1. PERSONAL LEAVE

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

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

(i) a spouse or former spouse of the Employee, a de facto spouse, or former de facto spouse (de facto spouse includes partners of the same sex);

(ii) child or an adult child (including an adopted/foster child, a step child or an ex nuptial child), parent, parent-in-law, grandparent, grandchild or sibling of the employee or spouse of the Employee; or

(iii) a member of the Employee’s household.

1.2 Entitlement

(a) Personal leave can be accessed by eligible Employees in accordance with this clause to meet family, cultural, religious, or special needs, fulfil carer’s responsibilities, or on compassionate grounds. In recognition of the fact that University staff also have family and community commitments outside of work or may require leave on compassionate grounds, eligible Employees may access Personal Leave in accordance with this clause. Eligible Aboriginal and Torres Strait Islander Employees are entitled to additional personal leave to meet cultural and/or ceremonial obligations.

(b) Personal leave acknowledges that Employees are also members of families and communities, and have commitments unrelated to work.

(c) The University expects Supervisors to be sensitive and flexible in making arrangements for Employees to attend to personal matters.

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

(e) An Employee, other than a casual Employee, is entitled to up to 6 days of paid personal leave without loss of pay per calendar year in any 12 month period, and may also use up to a maximum of 10 days of their accrued sick leave entitlement in any 12 month period:

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

(iii) on account of the death of a member of their Immediate Family or household.

(d) An Aboriginal and Torres Strait Islander People Employee, other than a casual Employee, is also entitled to:

(i) up to 5 days of additional paid leave without loss of pay in any 12 month period per calendar year to participate in cultural and/or ceremonial activities; and.

(ii) An Aboriginal and Torres Strait Islander People Employee, other than a casual Employee, is entitled to up to a maximum of 10 days of additional unpaid leave without pay in any 12 month period per calendar year for the purpose of fulfilling cultural and/or ceremonial obligations.

(f) Where an Employee has exhausted all of their Personal Leave they may use available Annual Leave, Long Service Leave, or Leave Without Pay for personal reasons, or make an application for flexible hours of work.

1.3 Notice and evidence requirements for personal leave

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

(i) must be given to the University as soon as practicable working; and

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

(b) An Employee who has given the University notice of their intention to take personal leave must provide the University with evidence that would satisfy a reasonable person that the leave is being taken for the reasons specified. This evidence must be provided as soon as practicable and ordinarily within 5 working days of commencing the leave or as soon as practicable below.

(c) An Employee who fails to provide the required notice and evidence to the University will not be entitled to paid personal leave.
1. POSITION CLASSIFICATION AND BROADBANDING

1.1 Principles

Every position shall be classified by review of the Position Description in accordance with the Position Descriptors set out in Schedule 4. The University’s job evaluation methodology will be utilized to undertake the classification. The job evaluation methodology will not change for the life of the Agreement.

Positions will be classified at the level which most accurately reflects the work to be performed, taking into account the duties and responsibilities and accountabilities of the position.

1.1 The following general principles apply to classification decisions:

(a) all positions are subject to these procedures, irrespective of funding source or availability;

(b) the classification will be of the position not the occupant;

(c) classification decisions will be based on an assessment of the documentation of positions against the Position Descriptors in Schedule 4, utilising the University’s accredited job evaluation methodology and not extraneous information;

(d) the Position Descriptors will be applied consistently across positions; and

(e) special regard will be given to pay equity principles.

1.2 A position will not ordinarily be reclassified within 12 months of its last reclassification review, unless a significant restructure of the work area has taken place.

Classification Methodology

1.3 Every position at Salary levels 1-9 will have a position description developed within the context of the work unit.

1.4 A position description will clearly describe a position’s purpose, key functions, activities and various skills required as set out in the Position Descriptors in Schedule 4.

1.5 Employees will undertake the responsibilities outlined in the position description applicable to their position. An Employee will not be required to undertake duties that are not in their position description on an ongoing basis unless the Employee and their Supervisor have agreed that an application for reclassification will be made at an appropriate time based upon when the extra duties representing a material change in the Employee’s duties. Such application must be made to the Office of Human Resources and lodged, where possible, no later than 4 weeks of the change in duties being identified.

1.6 If a position is one of a group of like positions across an organisational area, then any changes to that position description will be considered within the context of the whole group. The fact that a position is one of a group of like positions does not prevent that position from being considered for classification as a separate position.

1.6 The information in a position description will be used to classify a position according to the Position Descriptors in Schedule 4.

1.7 Classification job evaluation for the purposes of Position Classification will be undertaken by persons from the Office of People and Culture, trained in the accredited formal job evaluation methodology classification processes, who are nominated by the Executive.
Director, Human Resources or other person nominated by the University.

**Reclassification of Existing Positions**

1.8 Applications to The University will reclassify positions will be considered utilising the classification job evaluation methodology set out referred to in this clause. Personal or gender identifying information on the position holder will not be used to assess the position for reclassification under this clause.

1.9 If there is a significant change identified for a vacant position, a revised position description will be created. Any change to a vacant position will be considered within the context of its effect on related positions.

1.10 An Employee or their Supervisor may at any time initiate discussions regarding the currency of the employee’s position description and classification level.

1.11 A submission for reclassification of a position can be made by the Employee, the Employee’s Supervisor or by the relevant Union. Only one submission can be made in respect of a position in any 12 month period. A submission should ordinarily be made within two months of a material change to the Employee’s duties in order that an employee is not undertaking the additional work for an indefinite period of time.

1.12 If the Employee believes their existing position description is incorrectly classified and the Supervisor confirms the accuracy of the position description, the position description will be submitted to the unit manager for endorsement to submit the position description to Office of Human Resources with a request for evaluation with the appropriate University delegation, and if supported, will be forwarded to the authorised and trained person for reclassification.

1.13 If the Employee’s submission under subclause 28.13 is based on the position description being inaccurate, and this submission is supported by the Employee’s Supervisor, then a written submission that includes the following information must be made to the manager with the appropriate University delegation:

1.14 If there is no agreement between an Employee, their Supervisor and the manager with appropriate University delegation regarding the currency of the Employee’s position description, the Employee may then make a submission for reclassification directly to their Dean/ Director and:

1.15 If the Employee’s submission is accepted by the Dean/ Director, a revised position description will be developed by the Employee and their Supervisor and submitted to the authorized and trained person Office of Human Resources for re-evaluation classification, or

1.16 if the Employee’s submission is declined by the Dean/ Director, reasons for the submission being unsuccessful will be forwarded to the Office of Human Resources and will be restricted to a decision that the submission does not accurately describe the work being done and/or that the

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Comment [CBS]: Note, this allows for special circumstances so that the employee will not be disadvantaged if there is a delay on the part of their supervisor or union.
work is not required to be done. The Employee will be advised in writing of these reasons by the Office of People and Culture Human Resources and the Employee will continue to perform work in accordance with the Employee’s substantive position description.

1.14 The University will deal with a submission for reclassification equitably, expeditiously (no longer than 2 months from receipt by HR) and confidentially. In the event of a delay of the evaluation of a submission beyond 2 months, the University will advise the Employee of the circumstances and an estimated time for an outcome.

1.15 A submission for reclassification will result in a position either being reclassified to a higher level or remaining the same and the incumbent will retain the position.

1.21 If an occupied position is reclassified to a higher level, the new salary will be paid from the date the submission was lodged with the manager Dean/Director with appropriate delegation or on an earlier date as agreed. If the higher level work is specified and agreed to commence at a future date, the new salary will be paid from a date appropriate to commencement of the higher level duties.

1.16 An Employee will be advised of the outcome of their submission in writing by the Office of People and Culture Human Resources and the reasons if declined.

Review

1.17 Each Union will nominate up to two members each to be trained in the job evaluation methodology utilized by the University.

1.23 A Classification Panel of experts in classification will be established. Membership of the Classification Panel will be reviewed annually. The Implementation Committee will nominate employees as members of the Classification Panel to the Director, HR Strategy and Services or other person nominated by the University. Classification Panel members are required to have undertaken or to undertake appropriate training in classification processes prior to active engagement in the classification process.

1.24 If an employee disputes the result of a submission for reclassification of their position, they may apply in writing to the Executive Director, HR Strategy and Services Human Resources for review.

1.18 The Executive Director, HR Strategy and Services Human Resources may:

(a) reclassify the Employee's position, or

(b) refer the Employee's submission for review to one union staff member trained in job evaluation and one staff member from Office of Human Resources trained in job evaluation who was not on the original evaluation committee to independently evaluate the position description. The Classification Panel members of the Classification Panel (one of which must be a panel member nominated by the implementation committee). The Executive Director, HR Strategy and Services Human Resources will determine the appropriate classification of the position in accordance with the review in the outcome of those re-evaluations.

1.25 If the Classification Panel is required to conduct a review under subclause 28.23(b), the Classification Panel may request relevant information about the position under review from the University, the Employee making the submission and/or the Employee's Supervisor prior to completing its review.

1.26 An Employee will be advised of the result of the submission, including the advice of the panel expert and the reasons for decision, in writing within one month of receipt of the submission by the Executive Director, HR Strategy and Services Human Resources.
1.28 A final appeal of the reclassification decision may be lodged with the University’s Employment Executive Member and a final determination of the reclassification will be made within 5 working days of the appeal and supporting documentation being lodged by the Employee with the Employment Executive Member.

1.29 Where a submission under subclause 28.13 results in the reclassification of the Employee’s position, then unless otherwise agreed by the University in light of any reasons given justifying delay pursuant to subclause 28.15(d), the reclassification and any consequential change in rate of pay will be effective from the date on which the submission was made.

Broadbanding

1.22 The University will not broadband any new position descriptions.

(a) Currently occupied broadbanded positions will be grandfathered for the period of current occupancy.

1.23 Broadbanding involves a position being assigned across more than one Salary level, as described in Schedule 4, allowing for progression from one level to the next, if certain criteria are met.

1.24 The intention of broadbanding is to enable an Employee who is progressively developing the skills and experience (and in some cases acquisition of or completion of qualifications) needed to perform their position at the higher band, to assume mentoring or project leader roles that involve the performance of leading or administering duties (rather than lower level duties of assisting or advising).

1.25 A position will be considered for broadbanding if there is ongoing work available at the higher level:

(a) on vacancy;

(b) when a work area is being restructured;

(c) as part of the preparation for the annual career planning and development process; or

(d) when the parties to this Agreement agree to broadband levels for specified occupational groups.

1.26 The position description for a broadbanded position will include a description of:

(a) the range of duties and/or accountabilities for the position at each Salary level, consistent with the descriptors in Schedule 4; and

(b) the requirements to be met to progress to the higher Salary level.

1.27 The University will classify a broadbanded position using the classification methodology set out in this clause.

1.28 An Employee appointed to a broadbanded position will be appointed to the Salary level consistent with the range of duties and accountabilities to be undertaken, provided that the Employee meets the relevant training/qualification requirements and/or experience and has the required knowledge and skills.

There is no appeal mechanism following this independent evaluation and decision by the Executive Director, Human Resources.

1.36 If an Employee who is required to perform additional or changed duties makes a submission for reclassification based on the position description being inaccurate and the submission is rejected at any stage of the process outlined in this clause, the Employee will not be required to perform additional or changed duties.

1.35 Where a submission under subclause 28.13 results in the reclassification of the Employee’s position, then unless otherwise agreed by the University in the light of any reasons given justifying delay pursuant to subclause 28.15(d), the reclassification and any consequential change in rate of pay will be effective from the date on which the submission was made.
1.37 If an Employee disputes the Salary level at which they are placed, they may apply in writing to the Director, HR Strategy and Services for a review of the level. The Employee will be advised in writing of the outcome of their application, within one month of receipt of the application, by the Director, HR Strategy and Services.

1.38 Progression to a new Salary level within a broadbanded position will be available only when:

(a) the requirements for progression established for the position are satisfied by the incumbent; and

(b) there is ongoing work available at the higher level.

1.26 Submission for progression to a higher level must be submitted to Executive Director (HR) through the relevant Supervisor and endorsed by the relevant unit head.

1.27 The outcome of the submission will be conveyed to the Employee within 15 working days of receipt of the submission by the Executive Director (HR).

1.28 If a group of positions is broadbanded, but there is not enough work available at the higher level for all the employees in the group, then there will be merit-based selection from amongst the employees in the group who have satisfied the requirements for progression.
Academic Staff Agreement – current clause 13

1. PROBATION

(a) Employees other than casual staff may be engaged subject to a period of probation. This clause does not apply to casual Employees.

1.2 Probationary period

(a) The University may engage an Employee subject to a probationary period of up to 2 years, however a shorter period may be fixed having regard to the nature of the position and Employee’s performance in the role.

1.3 Extension of probationary period

(a) The University may extend an Employee’s initial probationary period for a further period of up to 12 months if:

(i) Probation will normally be for an initial period of not less than 2 years, however a shorter period may be fixed having regard to the nature of the position and the Employee’s performance in the role. In the event that concerns about an Employee’s performance are identified; or

(ii) during this initial period, it may be extended provided that the total probationary period does not exceed 3 years.

(ii) An Employee’s probationary period may also be extended if the Employee has been absent from work for any reason to such an extent that it has not been possible to assess the Employee’s performance during the initial probationary period; provided that the total probationary period imposed upon an Employee does not exceed 3 years.

1.4 Review of performance during probationary period

(a) Within 2 months of the Employee’s commencement date (or as otherwise agreed with the Employee), a Supervisor will meet with the Employee to participate in the career development, planning and review process prescribed in Clause 24: Academic Career Development, Planning and Review.

(b) During the probationary period, the Supervisor will then meet with the Employee at least once a month quarterly to provide feedback to either:

(i) confirm the Employee’s progress; or

(ii) identify any concerns about the Employee’s performance and develop an appropriate plan for their resolution.

(c) Where concerns are identified, the Employee will be given a reasonable opportunity to address them, including the provision of all necessary reasonable training and support. The Supervisor must keep a written record of each meeting and provide a copy of this record to the Employee.

1.5 Termination of employment
Following completion of at least 6 months’ service and subject to subclause 1.4(b), a Supervisor may recommend termination of employment at any time during the probationary period by providing a written report to the Executive Director (Human Resources) setting out the reasons for the recommendation.

The Executive Director (Human Resources) will review the recommendation and make a final determination.

If the Employee’s employment is terminated, the Employee will be provided with 12 weeks’ notice or payment in lieu.

Subject to subclause 1.4(b), the Employee’s employment may be terminated at any time during the probationary period.

If the Employee’s employment is terminated, the Employee will be provided with one week’s notice or payment in lieu.

All actions of the relevant delegates under this clause and any applicable University policy will be final and not subject to further appeal, grievance, dispute, or challenge under this Agreement or University procedures. Nothing in this clause, however, excludes the jurisdiction of any external court or tribunal which would otherwise be competent to deal with the matter.

A Supervisor will:

(ii) within 2 months of the Employee’s commencement date (or as otherwise agreed with the Employee), meet with the Employee to participate in the career development planning and review process prescribed in clause 24: Academic Career Development, Planning and Review;

(iii) during the probationary period, inform the Employee in writing of any performance concerns that have been identified, and the manner in which they are to be rectified; and

(iv) advise the Employee of the requirements in relation to evaluation of teaching during probation.

Any discussions held pursuant to this clause will be recorded in writing and copies retained by the Employee and the Supervisor.

Mid-point Review

At the mid-point of the initial period of probation, a probation review will be conducted by an Employee’s Supervisor to assess performance in terms of:

(i) performance and overall merit relative to the position classification standard of that level;

(ii) the University’s standards of conduct; and

(iii) progress toward the meeting of any special conditions in the letter of appointment.

The review will include discussion on progress against agreed expectations and development activities and will take into account any extenuating circumstances. If problems are identified, an agreed course of action will be developed and documented to assist the Employee to meet the requirements for confirmation of employment.
The Supervisor will prepare a report on the mid-point review. The Employee will be provided with a copy of the report and will be given reasonable opportunity to provide a response in writing. The Supervisor’s report and any response from the Employee will be forwarded to the Dean for assessment and endorsement.

Final Review

No less than 1 month prior to the end of the initial probation period, a Supervisor will conduct a further review. As part of the review, a Supervisor will meet with an Employee to discuss the Employee’s performance and any significant concerns and provide the Employee with an opportunity to comment.

Following the final review meeting the Supervisor will provide a probation review report to the Dean recommending that an Employee’s employment should be confirmed, terminated or probation extended for a further period to enable concerns identified in the report to be addressed.

A Dean may decide to:

(i) confirm employment;
(ii) extend probation for a further period; or
(iii) recommend termination of employment to the Employment Executive Member.

Extension of probationary period

If probation is extended, there will be another review and report by the Employee’s Supervisor no less than 1 month prior to the end of the extended period. The Employee must sign on the report that they have read and noted it. A copy of the report will be given to the Employee.

Termination of employment

The Dean will advise an Employee in writing of a decision to recommend termination of employment to the Employment Executive Member. The Employee will have 5 working days from the receipt of the advice to make a written request to the Dean for a review of the decision. If the Dean receives a written request from the Employee for a review of the decision, the Dean will refer the matter to a Probation Review Committee.

Probation Review Committee

An employee terminated under probation may seek a review by the Probation Review Committee. Within 2 months of the commencement of this Agreement, a panel of Chairs will be established by the University by agreement with the Union (“Panel”). Chairs appointed to the Panel will have relevant experience and be independent.

Where a matter is referred to a Probation Review Committee, the Committee will be convened within 15 working days where possible. The Probation Review Committee will consist of three members as follows:

(i) an trained Employee of the University nominated by the UniversityDVC (Academic);
(ii) an Employee of the University nominated by the NTEU; and
a trained Employee of the University who is nominated by the staff representatives on the Implementation Committee; an independent Chair selected from the Panel by the Vice-Chancellor and an independent Chair selected from the Panel by the Vice-Chancellor.

(b) In the event that a Chair is selected by the Vice-Chancellor pursuant to subclause 13.15(c) and the Employee reasonably believes that an alternate Chair should be selected due to, for example, the existence of a conflict of interest:

(i) the Employee will write to the Vice-Chancellor within 3 working days of being notified of the Chair having being selected setting out the reasons why the Employee believes an alternate Chair should be selected; and

(ii) the Vice-Chancellor may select an alternative Chair within a further 3 working days and notify the Employee accordingly.

(e) A Probation Review Committee will consider a recommendation by the Dean/Director to terminate employment together with any written response from the Employee and make a recommendation to the Employment Executive Member to: Executive Director (HR):

(i) extend probation within the time limits provided by this clause (provided that extension of probation is not applicable with respect to a decision as to whether an Employee engaged on a fixed-term research intensive contract is to be converted to ongoing employment);

(ii) confirm employment or, in the case of an Employee engaged on a fixed-term research intensive contract, convert the Employee to ongoing employment; or

(iii) terminate employment.

(f) Having considered the recommendation of a Probation Review Committee, the Employment Executive Member to: Executive Director (HR) will decide to:

(i) extend probation within the time limits provided by this clause (provided that extension of probation is not applicable with respect to a decision as to whether an Employee engaged on a fixed-term research intensive contract is to be converted to ongoing employment);

(ii) confirm employment or, in the case of an Employee engaged on a fixed-term research intensive contract, convert the Employee to ongoing employment; or

(iii) terminate employment.

(e) If the employment of an Employee on probation is to be terminated the Employee will be given 12 weeks' notice or payment in lieu, the following notice of termination:

(f) 6 months' notice for an ongoing Employee or for a fixed-term Employee engaged for a period of 4 years or more; or

(g) 3 months' notice for a fixed-term Employee engaged for a period of less than 4 years.
Notwithstanding any other provision of this Agreement, the employment of an Employee on probation may be terminated by the University at any time for Serious Misconduct (as defined by subclause 43.2(c)), with the Employee being given an opportunity to respond to any allegations before a decision to terminate is made.
1. **PROBATION**

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

1.2 **Probationary period**

(a) An ongoing Employee or a fixed-term Employee on a contract for more than a year may be engaged subject to probation. The University may engage an Employee subject to a probationary period as follows:

(i) fixed-term Employee engaged for 6 months or more – 6 months;

(ii) fixed-term Employee engaged for less than 6 months – duration of the term;

(iii) ongoing Employee – 6 months.

(b) An Employee who has previously successfully completed a probationary period will not be placed on probation for any subsequent positions held at the University.

1.1.3 **Extension of probationary period**

(a) Probation will be for an initial period of not more than 6 months. The University may extend an Employee’s initial probationary period by the University for a further maximum period of up to 3 months, provided that the total period is not more than 9 months, where if:

(i) concerns about the Employee’s performance are identified; or

(ii) the Employee has been absent from the workplace for any reason to such an extent that it has not been possible to assess their performance during the initial probationary period;

provided that the total probationary period imposed upon an Employee does not exceed 9 months.

1.2.4 **Review of performance during probationary period**

(a) At the mid-point of the initial period of probation, a performance review will be conducted by the Employee’s Supervisor to assess the Employee’s performance by reference to the Employee’s position description, the University’s standards of conduct and progress toward the meeting of any special conditions in the letter of appointment. As part of the review, the Supervisor will meet with the Employee to discuss the Employee’s performance. The Employee will be given a copy of the review report and have the opportunity to discuss with their Supervisor any problems that have been identified. 4 weeks post commencement the Supervisor and the Employee will generate an individual probation plan which will articulate the key areas and objectives required to pass probation. These may include any special conditions articulated in the letter of appointment.
(b) During the probationary period, the Supervisor will meet with the Employee at least once a month to provide feedback to either:

(i) confirm the Employee’s progress in accordance with the position description for their roleplan; or

(ii) identify any concerns about the Employee’s performance and develop an appropriate performance development improvement plan for their resolution.

(c) Where concerns are identified, the Employee will be given a reasonable opportunity to address them, including the provision of all reasonable necessary training and support. The Supervisor must keep a written record of each meeting and provide a copy of this record to the Employee.

1.5 Termination of employment

(a) Subject to subclause 1.4 (b), a Supervisor may recommend termination of employment at any time during the probationary period by providing a written report to the Executive Director (HR) setting out the reasons for the recommendation.

(b) A probationary Employee whose employment is recommended to be terminated will then be given 5 working days to show cause as to why they should not be terminated. The Employee shall be provided with all documentation on which the Supervisor has relied in making the recommendation.

(c) The Executive Director (HR) will review the recommendation and the show cause response and make a final determination.

(d) If the Employee’s employment is terminated, the Employee will be provided with two weeks’ notice or payment in lieu. Subject to subclause 1.4 (b), if the Employee’s employment is to be terminated at any time during the probationary period two weeks’ notice of termination will be provided in writing, and will include all reasons for the decision. This report will also be provided to a person who has the delegated authority to review the decision and terminate employment, but is not the Employee’s supervisor.

(e) If the Employee’s employment is terminated, the Employee will be provided with two weeks’ notice or payment in lieu. Notice of termination will be provided in writing, and will include reasons for the decision.

(f) A terminated probationary Employee whose employment is recommended to be terminated will then be given 5 working days to show cause as to why they should not be terminated. If requested, the Employee shall be provided with all documentation on which the Supervisor has relied in making the recommendation.

(g) The Supervisor will take the Employee’s show cause response will be taken into consideration by the person with delegated authority undertaking the review when making a final determination.

(h) If the Employee’s employment is to be terminated, the Employee will be provided with two weeks’ notice or payment in lieu.

(i) All actions of the relevant delegates under this clause and any applicable University policy will be final and not subject to further appeal, grievance, dispute, or challenge under this Agreement or University procedures. Nothing
in this clause, however, excludes the jurisdiction of any external court or tribunal which would otherwise be competent to deal with the matter.

(a) 

(b) Before the end of the initial probation period, the Supervisor will conduct a further review. As part of the review, the Supervisor will meet with the Employee to discuss the Employee's performance and any significant concerns and provide the Employee with an opportunity to comment. The review report will include a recommendation about whether the Employee's employment should be confirmed, terminated or probation extended for a further period to enable concerns identified in the report to be addressed. The Employee must sign on the report that they have read and noted it. A copy of the report will be given to the Employee.

(c) If probation is extended, there will be another review and report by the Employee's Supervisor before the end of the extended period. The Employee must sign on the report that they have read and noted it. A copy of the report will be given to the Employee.

(d) Notwithstanding any other provision of this Agreement, the employment of an Employee on probation may be terminated by the University at any time for Serious Misconduct (as defined by subclause 49.2(c)), with the Employee being given an opportunity to respond to any allegations before a decision to terminate is made.

(e) A recommendation in a review report to terminate employment must give reasons and be made to a person who has the delegated authority to terminate employment, but who is not the Employee’s Supervisor.

(f) If a review report recommends termination, the Employee will be given 5 working days to respond to the recommendation and the Employee will be given all documentation on which the Supervisor has relied in making the recommendation.

(g) If the employment of an Employee on probation is to be terminated because of a review report recommendation, the Employee will be given 2 weeks' notice of termination.

Comment [SO14]: WSU agrees to remove this sub-clause 15/6/17
1. CAREER PLANNING AND DEVELOPMENT

(a) The University is committed to providing opportunities for career planning and development through a number of initiatives including the Professional Development Program which provides a diverse range of practical and informative skill related courses designed to enhance the capabilities of people and support the implementation of the University’s Strategy.

(b) The University will provide Employees with a range of centrally-funded training and development opportunities, through the Organisational Development Unit, and externally delivered programs related to the work of the University’s work. In 2013, the expenditure on professional staff development was $4,200,000. The University intends to spend no less than this amount per annum in real terms over the life of this Agreement, and will inform the Unions of the steps being taken by the University in relation to training and development generally at least twice per calendar year.

(c) In recognising the importance of building the skills and professionalism of Employees and promoting a welcoming, productive and engaged workplace that achieves common ideals and goals, the University is committed to providing all Employees with:

(i) the opportunity to be involved in the planning of their work, and to develop personal skills that complement their work unit’s goals;

(ii) the opportunity to access a personal career development plan that will lead to identifiable career opportunities; and

(iii) equity of access to training and development opportunities.

(d) The University will provide opportunities for career progression by:

(i) advertising all ongoing and fixed-term vacancies on the University website. Vacancies for positions at HEW Level 6 or below will be advertised internally in the first instance;

(ii) advertising vacancies internally in the first instance where there is a reasonable pool of internal applicants;

(iii) broadbanding of specified positions; and

(iv) appointing Employees, other than casual Employees, to temporarily perform the duties of a higher classified position in accordance with clause cc: Higher Duties.

(e) Career and development opportunities for an individual Employee should initially be identified in discussion with their Supervisor. These may include:

(i) on-the-job coaching;

(ii) internal temporary transfers;

(iii) attendance at training courses, programs or conferences;

(iv) networking and mentor relationships;

(v) temporarily performing duties of a higher classified position.
job rotation, secondments, and employee exchange programs;
research or project work;
support for ongoing accredited education; and
involvement in internal or external committees or University governance.

The University will make funding available to support agreed career development plans.

### 1.1 Annual Planning and Career Development Program

(a) An Employee and their Supervisor will meet at least annually with each Employee who reports to them to discuss the planning goals and objectives of their work unit for the next 12 months and to clarify how they relate to the Employee.

(b) The Employee and their Supervisor will complete a standard planning and career development document setting out the agreed work plan and career development program for the Employee. The Supervisor will:

(i) provide the Employee with an opportunity to meet and discuss goals, identify work priorities, and clarify expectations;

(ii) assist the Employee in identifying career skill development needs in their current position and assist in identifying career development opportunities;

(iii) provide the Employee with guidance and constructive feedback;

(iv) identify and support higher duties opportunities as career development; and

(v) implement, where possible, an agreed career development program.

(c) If an Employee is reasonably of the opinion that they are not being given training or development opportunities, they should raise the matter at the first instance with their Supervisor. If the matter is not resolved, the Employee may then raise the matter with the Executive Director, Human Resources, HR Strategy and Services or other person nominated by the University for resolution.

(d) The University will consult with Employees on the development of the standard planning and career development process.

### 1.2 Reimbursement of course fees

(a) The University may reimburse an ongoing or fixed-term Employee’s course fees for study undertaken that provides the Employee with skills directly related to their current position, or that might reasonably be expected to be utilised within the University in the future.

(b) If the University requires an Employee to undertake training, it will be regarded as part of their duties and count as time worked.

### 1.3 Study leave

Career Planning and Development PSA v1 01052017
An ongoing or fixed-term Employee who is (other than a casual Employee) undertaking an approved course of formal study or training related to their work is entitled to:

(i) take up to 5 hours' paid leave per week; and
(ii) additional paid leave to attend examinations.

This time may be accumulated to a maximum of 35 hours in any semester.

Arrangements for taking leave are to be agreed between the Employee and their Supervisor.

1.4 Multiskilling

(a) The University embraces the advancement of multi-skilling where appropriate in job design and redesign, through the support of the development of a flexible workforce and employee skill development.

(b) The University may direct an Employee to perform work and/or use equipment as may reasonably be required within reason, having regard to the Employee’s existing skill base, provided that the Employee has been properly trained and licensed, and the skill competency levels required fall within the Employee’s classification level.

Any direction given by the University under this clause will be consistent with the University’s responsibility to provide a safe and healthy working environment.
1. **Principles**

1.1 It is in the interests of the University and its Employees to ensure that workloads are realistic and achievable within ordinary hours of work. The University does not encourage or condone a workplace culture that requires staff to work excessive hours. Whilst recognising that reasonable overtime may, from time to time, be required to meet operational needs, it is the responsibility of Managers and Supervisors to ensure that unreasonable expectations are not made of Employees and it is the responsibility of Employees to ensure that they are not working excessive hours.

1.2 The University will not make workload demands of Employees that are inconsistent with these principles.

2. **Allocation of Workload**

1.3.1 Managers and Supervisors are responsible for ensuring that workloads are fairly and equitably allocated to teams or individuals in consultation with Employees. Each work unit should meet together at least twice yearly in meetings chaired by the manager of the work unit, in order to assess collegially the work allocations of members of the group. These meetings should have a consultative role: individual staff members should be asked for feedback and suggestions as to the allocation and division of tasks within the unit. These meetings should be minuted, and the minutes distributed for future reference.

1.4 Workload allocation should take into account the Work Health and Safety principles relevant to the University. Workload allocation should also take into consideration the employee’s level of appointment and time fraction and the importance of maintaining an appropriate balance between work and family life.

1.5.2 Individual workloads are to be discussed and negotiated during Performance Management Reviews and monitored in accordance with subclauses 126.8 to 126.10 below.

1.6 Employees should not be required to work unreasonable overtime.

1.7.2 Without disrupting the operation of their work unit, an Employee should:

   (a) be able to use their flex-time credits as set out in clause X23: Hours of Work; and

   (b) be able to take their annual leave within the limits imposed by clause Y33: Annual Leave.

3. **Monitoring of Workload**
Employees should not be required to work unreasonable overtime

1.8 Primary indicators of unreasonable workload may include ongoing need to work excessive hours, unreasonable overtime and inability for Employees to clear accrued leave or flex credit. Reasonable overtime is defined for these purposes as overtime normally not amounting to more than 20% of an employee’s ordinary hours in any pay period.

3.1 Managers and Supervisors have a responsibility to:
   (a) monitor and review workload for signs of overwork; and
   (b) monitor patterns of work and/or total hours worked over a given period of time, leave balances, accrued time in lieu and flex balances.

3.2 The Implementation Committee will, at the institutional level, monitor overtime worked, leave balances, accrued time in lieu and flex credit and may be used as a forum to facilitate consultation on matters concerning workloads across the institution.

4. Individual and/or Work Team Workload Review

1.10 If an Employee is concerned with his/her workload, the Employee may request a workload review by discussing issues with their Supervisor. If the issue is not satisfactorily resolved through this process, the Employee may approach the Dean or Director of the School or work unit. If satisfactory resolution is not achieved, the Employee may raise the issue with the Director, HR Strategy and Services.

4.1 If an Employee and/or a work team are concerned about their workload, they may request a workload review through discussion with their Supervisor.

4.2 If the matter is not resolved through discussion with the Supervisor, the Employee and/or team may discuss the matter with the Dean or Director of their School or work unit.

4.3 If the matter is not resolved through discussion with the Dean or Director, the Employee and/or team may discuss the matter with the Executive Director, Human Resources (or nominee).

4.4 The Executive Director, Human Resources (or nominee) will review the matter including a discussion with the parties involved before making a determination.

Professional staff workload PSA v.5 25052017
Work Unit Workload Review

1.11 Where either Union or the University believes, in respect of a particular work unit or occupational category that:

a) The working hours are unreasonable or excessive; or
b) Work intensification has had an effect on productivity or the health of employees; or
c) The pattern of working hours or payment for extra time worked is not in compliance with this Agreement; or
d) A workplace change, or the introduction of new technology, will result in excessive workloads,

either party may give 10 working days’ notice that a Workload Review is to be conducted in respect of the relevant unit or category. Where such notice is given, a Workload Review Panel shall be convened, which shall consist of four persons nominated from time to time from a list of qualified professional staff nominated by the Implementation Committee, unless a different number or composition is agreed in a particular case.

Comment [SO10]: Not agreed, Employees already have an avenue to review their workload (see Individual workload review) and team review capability has been captured in
resolution is not achieved, the Employee may raise the issue with the Director, HR Strategy and Services.
1. **RIGHT TO REQUEST FLEXIBLE WORKING ARRANGEMENTS**

   (a) Subject to subclause 31.2(a), a request for flexible working arrangements may be made by:

   (i) ongoing and fixed-term Employees with at least 12 months' Continuous Service; and

   (ii) casual Employees who have been engaged on a regular and systematic basis for at least 12 months immediately prior to making the request and have a reasonable expectation of ongoing employment on a regular and systematic basis.

(b) An eligible Employee may make a request for flexible working arrangements in the following circumstances:

   (i) the Employee is the parent, or has responsibility for the care, of a child who is school age or younger;

   (ii) the Employee is a carer within the meaning of the Carers (Recognition) Act 2010 (NSW);

   (iii) the Employee has a disability;

   (iv) the Employee is 55 or older;

   (v) the Employee is experiencing violence from a member of their family; or

   (vi) the Employee provides care or support to a member of their immediate family or household who requires care or support because they are experiencing violence from the member’s family.

(c) For the purposes of subclause 31.2(f), “Immediate Family” means:

   (i) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee; or

   (ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee.

(d) Flexible working arrangements may include, but are not limited to:

   (i) changing from full-time to part-time work (and, where applicable, returning to full-time work subject to the availability of return to full-time work where a replacement Employee has been engaged);

   (ii) job sharing;

   (iii) changing start and finish times within hours of work regulated by this Agreement;

   (iv) decreasing hours of work;

   (v) flexible working hours; and

The right to request flexible working arrangements v.3.03.04.2017 v.46 06.04.1506.2017
(vi) leave without pay; and
(vi)(vii) remote working arrangements.

(e) A request for flexible working arrangements must be made in writing to an Employee’s Supervisor and set out the details of the change sought and the reasons for the change.

(f) The University will give genuine consideration to a request for flexible working arrangements.

(g) The University will respond to a request for flexible working arrangements in writing within 21 days and advise whether the request has been approved or refused. If the request is refused, the University will provide reasons for the refusal.

(h) The University may refuse a request for flexible working arrangements only on reasonable business grounds which include, but are not limited to:

(i) the requested working arrangements would be too costly for the University;
(ii) there is no capacity to change the working arrangements of other Employees to accommodate the requested working arrangements;
(iii) it would be impractical to change the working arrangements of other Employees, or recruit new Employees, to accommodate the requested working arrangements;
(iv) the requested working arrangements would be likely to result in significant loss of efficiency or productivity;
(v) the requested working arrangements would be likely to have a significant negative impact on customer service.

(i) If an application for flexible working arrangements is refused by the University, the Employee may make a further application:

(i) where the Employee’s circumstances have changed; or
(ii) after 6 months have elapsed following the initial request being made.

(i) Information regarding the right to request flexible working arrangements will be made available on the University’s intranet website.

Comment [CPSU6]: We would be willing to accept this as a compromise.

Comment [S07]: WSU maintains its position to remove the examples relating to refusal of requests but agrees to retain the introductory sentence relating to reasonable grounds 15/6/17.
1. TERMINATION OF EMPLOYMENT

1.1 Termination

(a) All decisions to discipline an Employee or terminate employment will be in accordance with this Agreement.

1.2 Notice of termination – fixed-term Employees

(a) The University will provide a fixed-term Employee with written notice of the University’s intention to renew or not renew their contract, except unless the Employee is engaged:

(i) as a replacement Employee;
(ii) or on a pre-retirement contract; or
(iii) for in employment subsidiary to studentship, written notice of the University’s intention to renew or not renew their contract.

(b) Notice will be given within the period of the contract otherwise payment will be made in lieu of notice.

(c) Notice will be the greater of the notice in the Employee’s contract of employment or:

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(d) The notice period will be increased by 1 week if the Employee is over 45 years old and has completed at least 2 years of Continuous Service with the University.

(e) If the University is not reasonably able to give the notice required by this clause because of circumstances external to the University and beyond its control relating to the provision of specific funding for the employment of the fixed-term Employee, it will be sufficient compliance with this clause if the University:

(i) advises those circumstances to the Employee in writing at the latest time at which the notice would otherwise be required to be given; and
(ii) gives notice to the Employee at the earliest practicable date thereafter.

(f) The University is not required to give notice or pay in lieu of notice if the Employee is guilty of found to have engaged in serious misconduct, such that it would be unreasonable to require the University to continue the employment of the Employee concerned during the required period of notice.
1.3 Notice of termination – casual Employees

(a) The University may only terminate the employment of a casual Employee by providing at least two weeks' one hours' written notice, or at the end of the Employee's shift, or by providing payment in lieu of the notice period or shift period.

1.4 Resignation

(a) An Employee, other than a casual Employee, who wishes to resign must give the University at least 2 weeks' written notice unless the Employee and the University agree otherwise.

(b) A casual Employee who wishes to resign must give the University one hours' written notice, or at the end of the Employee's shift at least 2 weeks' written notice unless the Employee and the University agree otherwise.

1.3.5 Recovery of overpayments

(a) On termination of employment by either party for any reason, the University will be entitled to deduct money owed by the Employee as an Employee to the University from any money owed by the University to the Employee as an Employee, except for money owed in lieu of annual leave or annual leave loading.
Academic Staff Agreement – combination of current clauses 45 and 47

1. TERMINATION OF EMPLOYMENT

1.1 Termination

(a) All decisions to discipline an Employee or terminate employment will be in accordance with this Agreement.

1.2 Notice of termination – fixed-term Employees

(a) The University will provide a fixed-term Employee with written notice of the University’s intention to renew or not renew their contract, except unless the Employee is engaged:

(i) as a replacement Employee;

(ii) or on a pre-retirement contract; or

(iii) for in employment subsidiary to studentship, written notice of the University’s intention to renew or not renew their contract.

(b) Notice will be given within the period of the contract otherwise payment will be made in lieu of notice.

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(d) The notice period will be increased by 1 week if the Employee is over 45 years old and has completed at least 2 years of Continuous Service with the University.

(e) If the University is not reasonably able to give the notice required by this clause because of circumstances external to the University and beyond its control relating to the provision of specific funding for the employment of the fixed-term Employee, it will be sufficient compliance with this clause if the University:

(i) advises those circumstances to the Employee in writing at the latest time at which the notice would otherwise be required to be given; and

(ii) gives notice to the Employee at the earliest practicable date thereafter.

(f) The University is not required to give notice or pay in lieu of notice if the Employee is guilty of having engaged in serious misconduct, such that it would be unreasonable to require the University to continue the employment of the Employee concerned during the required period of notice.

Comment [NM9]: Current ASA 45.2.
Comment [NM10]: Current ASA 47.
Comment [SO11]: The university agrees to retain “at least” x 3
Comment [TT12]: NTEU reinsert the requirement for it to be “At least”. This makes the obligation of both Employee and University the same – refer to sub-clause 1.4
1.3 Notice of termination – casual Employees

(a) The University may only terminate the employment of a casual Employee by providing at least two weeks' or one week's written notice, or payment in lieu.

1.4 Resignation

(a) An Employee, other than a casual Employee, who wishes to resign must give the University at least 6 weeks' written notice unless the Employee and the University agree otherwise.

(b) A casual Employee who wishes to resign must give the University at least one weeks' written notice unless the Employee and the University agree otherwise.

1.3.5 Recovery of overpayments

(a) On termination of employment by either party for any reason, the University will be entitled to deduct money owed by the Employee as an Employee to the University from any money owed by the University to the Employee as an Employee, except for money owed in lieu of annual leave or annual leave loading.

Comment [SO13]: As above
Comment [NM14]: Current ASA 45.1.
Comment [NM15]: Current ASA 45.3.
Comment [SO16]: The University agrees with this insertion.
1. UNION REPRESENTATION

1.1

1.2 The following provisions apply to the Unions who are signatories to this Agreement.

1.3.1 Office Facilities

(a) The University will provide each Union with access to the following facilities for the purpose of carrying out Union business in relation to the matters included in this Agreement, the University will provide Unions access to the following facilities:

(i) a secure office space; and

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

(b) The University may provide each Union with access to the following facilities for the purpose of carrying out Union business in relation to the matters included in this Agreement, subject to and conditional upon the each Union paying the associated costs associated with their usage:

(i) the University’s internal telephone system (including a fax line); and

(ii) direct dial STD access, access to the Internet, and a University email account.

1.4.2 Union Meetings

(a) Each Union may hold meetings of Employees:

(i) in designated lunch breaks;

(ii) or outside regular scheduled working hours;

(iii) at other times and locations agreed between the relevant Union and the University; provided that the Employees vary their meal break or make up any time lost on the day of the meeting or, by mutual agreement with their Supervisor, on another day.

(b) This may include the University making availability of video and teleconferencing facilities available.

1.5.3 Industrial Relations Training

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

Information packs provided by the NTEU and CPSU each Union will be made available for distribution at University induction orientation sessions for new staff.

1.71.5 Workplace Representatives

(a) In order to facilitate the effective operation of this Agreement and compliance with its provisions, the University will provide funding will be provided to each Union Branch President’s work unit to cover 250% of the Branch President’s work to enable them to so they can be released to undertake University-related Union work, relating to the University and for the work unit to can provide replacement staff.

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

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

1.81.6 Payroll Deductions

(a) As a service to its Employees, Where authorised by an Employee, the University will deduct from the Employee’s salary:

(i) provide for the deduction of Union dues fees from salary at a rate or amount advised by the relevant Union from time to time as being payable under the Union’s rules; and/or

(ii) The University will provide to any Union member where a union member has authorised this for the deduction of an nominated amount from each pay in favour of Australian People for Health Education and Development Abroad.

(b) Where this has been authorised by an Employee. Either The Employee or the Union will be entitled to may cancel this arrangement by advice in writing to notifying the Office of People and Culture Human Resources in writing.

(c) The University will provide to any Union member where a union member has authorised this for the deduction of an amount from each pay in favour of Australian People for Health Education and Development Abroad will be not charge to the an Employee for providing these services.
1. UNION REPRESENTATION

1.1 Office Facilities

(a) The University will provide the Union with access to the following facilities for the purpose of carrying out Union business in relation to the matters included in this Agreement:

(i) a secure office space; and

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

(b) The University may provide the Unions with access to the following facilities for the purpose of carrying out Union business in relation to the matters included in this Agreement, subject to and conditional upon the Unions paying the associated costs associated with their usage:

(i) the University’s internal telephone system (including a fax line); and

(ii) direct dial STD access, access to the Internet, and a University email account.

1.2 Union Meetings

(a) Each Union may hold meetings of Employees:

(i) in designated lunch breaks;

(ii) or outside regular scheduled working hours; or

(iii) at other times and locations agreed between the relevant Union and the University;

provided that the Employees vary their meal break or make up any time lost on the day of the meeting or, by mutual agreement with their Supervisor, on another day.

(b) This may include the University making availability of video and teleconferencing facilities available.

1.3 Industrial Relations Training

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

1.4 Inductions

Information packs provided by the NTEU and CPSU will be made available for distribution at University induction orientation sessions for new staff.
1.5 Workplace Representatives

(a) In order to facilitate the effective operation of this Agreement and compliance with its provisions, the University will provide funding will be provided to each Union Branch President’s work unit to cover 250% of the Branch President’s work to enable them to undertake University-related Union work, relating to the University and provide replacement staff.

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

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

1.6 Payroll Deductions

(a) As a service to its Employees, Where authorised by an Employee, the University will deduct from the Employee’s salary:

   (i) provide for the deduction of Union dues fees from salary at a rate or amount advised by the relevant Union from time to time as being payable under the Union’s rules; and/or

   (ii) The University will provide to any Union member where a union member has authorised this for the deduction of an nominated amount from each pay in favour of Australian People for Health Education and Development Abroad.

(b) Where this has been authorised by an Employee, Either The Employee or the Union will be entitled to cancel this arrangement by advice in writing to notifying the Office of People and Culture Human Resources in writing.

(b) The University will provide to any Union member where a union member has authorised this for the deduction of an amount from each pay in favour of Australian People for Health Education and Development Abroad.

(c) There will be no charge to the Employee for providing these services.
1. **WORK HEALTH AND SAFETY AND FIRST AID**

1.1 The University recognises its obligations under the *Work Health and Safety Act 2011 (NSW)* and related legislation to provide a healthy and safe workplace and is committed to taking all appropriate measures to achieve this.

1.2 Where an Employee is required to implement and monitor work health and safety compliance within their designated work area, these functions will be included in their position description.

1.3 All employees will be represented by a Health and Safety Representative in line with membership of their designated work group. Health and Safety Representatives will be elected every three years through an independent process. The University will provide reasonable support for the nomination and election process via consultation with WHS Committees, with a monitoring role for the Implementation Committee.

1.4 The responsibilities of elected work health and safety representatives will be taken into account by their Supervisor when determining their workloads.

1.5 The University will provide and maintain first aid facilities and appoint Employees to be responsible for the maintenance of first aid facilities, injury records and the provision of first aid to other Employees and/or students. These Employees will be paid an allowance at the rate specified under Schedule 3 during the period of appointment provided that they possess a current WorkCover Authority of New South Wales accredited first aid qualification.

1.6 The University will pay an allowance at the rate specified under Schedule 3 to those employees who are appointed Emergency Response Wardens for designated areas. The Warden will report every six months to the WHS Unit that they have reviewed procedures and provisions for Emergency Response in their area twice per year, including confirming or updating the currency of the listing and contact details of Emergency Wardens held by the University. Emergency Response Wardens will only be eligible to claim the allowance if they have participated in relevant training and have provided a current mobile phone contact to the University.