

## SUMMARY OF PROPOSED UNIVERSITY OF WESTERN SYDNEY ACADEMIC STAFF AGREEMENT 2014

- In preparation for the forthcoming staff vote, this document:
  - provides a summary of the terms and the effect of the proposed *University of Western Sydney Academic Staff Agreement 2014* (“**Proposed Agreement**”); and
  - summarises the main changes between the current *University of Western Sydney Academic Staff Agreement 2009-2012* (“**Current Agreement**”) and the Proposed Agreement.
- It is important that you read this document carefully. In addition, you should also read and understand the Proposed Agreement. If the Proposed Agreement comes into effect, it will set out your terms and conditions of employment with the University.
- If you have any questions regarding the Proposed Agreement, please contact your Senior HR Business Partner or bargaining representative.
- Employees from non-English speaking backgrounds or other employees who may be having trouble reading or understanding any of the information set out below should contact their Senior HR Business Partner or bargaining representative to be provided with additional assistance.
- Details of the Senior HR Business Partner for all Schools and work units may be accessed here:  
[http://www.uws.edu.au/\\_\\_data/assets/pdf\\_file/0009/461088/2013\\_HR\\_Strategy\\_and\\_Services\\_Business\\_Portfolios\\_03.pdf](http://www.uws.edu.au/__data/assets/pdf_file/0009/461088/2013_HR_Strategy_and_Services_Business_Portfolios_03.pdf)

ITEM	CLAUSE TITLE/TOPIC	CLAUSE #: PROPOSED	CLAUSE #: CURRENT	EXPLANATION
1.	Agreement title	1	1	The title of the Proposed Agreement is the <i>University of Western Sydney Academic Staff Agreement 2014</i> .
2.	Definitions	2	3	This clause defines the terms used throughout the Proposed Agreement.
3.	Definition of “Aboriginal and Torres Strait Islander Peoples”	2.1(a)	N/A – new provision	A new definition of “Aboriginal and Torres Strait Islander Peoples” has been included in the Proposed Agreement. “Aboriginal and Torres Strait Islander Peoples” means a person of Aboriginal or Torres Strait Islander descent who identifies as an Aboriginal or Torres Strait Islander person and is accepted as such by their Aboriginal and Torres Strait Islander community.
4.	Definition of	2.1(e)	N/A – new	

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	"Concessional Day(s)"		provision	A new definition of "Concessional Day(s)" has been included in the Proposed Agreement. "Concessional Day(s)" means days between Christmas Day and New Year's Day on which employees other than casual employees receive payment but are not required to attend for duty unless expressly directed to do so.
5.	Definition of "Employment Executive Member"	2.1(h)	N/A – new provision	A new definition of "Employment Executive Member" has been included in the Proposed Agreement. "Employment Executive Member" means the University Executive member responsible for employment or the Employment Executive Member's nominee.
6.	Definition of "Medical Appointment"	2.1(i)	N/A – new provision	A new definition of "Medical Appointment" has been included in the Proposed Agreement. "Medical Appointment" means a reservation for an employee to receive advice, assessment or treatment from a Registered Health Practitioner (refer Item 9).
7.	Definition of "Nominal Expiry Date"	2.1(k)	N/A – new provision	A new definition of "Nominal Expiry Date" has been included in the Proposed Agreement. "Nominal Expiry Date" means 31 January 2017.
8.	Definition of "NES"	2.1(j)	N/A – new provision	A new definition of "NES" has been included in the Proposed Agreement. "NES" means the National Employment Standards contained in sections 59 to 131 of the Fair Work Act as varied or replaced from time to time.
9.	Definition of "Registered Health Practitioner"	2.1(o)	N/A – new provision	A new definition of "Registered Health Practitioner" has been included in the Proposed Agreement. "Registered Health Practitioner" means a health practitioner registered, or licensed, as a health practitioner (or as a health practitioner of a particular type), under a law of a state or territory that provides for the registration or licensing of health practitioners (or health practitioners of that type).
10.	Definition of "Supervisor"	2.1(q)	N/A – new provision	A new definition of "Supervisor" has been included in the Proposed Agreement. "Supervisor" means the person nominated by the University to whom an employee reports, whether directly or indirectly.
11.	Definition of "TFR"	2.1(r)	N/A – new provision	A new definition of "TFR" has been included in the Proposed Agreement. "TFR" means a Teaching Focused Role.

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12.	Term of the Agreement	3	7	This clause provides that the Proposed Agreement will commence seven days after the date on which it is approved by the Fair Work Commission and will remain in effect until its Nominal Expiry Date of 31 January 2017.
13.	Application of the Agreement	4	2	This clause specifies the classes of employees to whom the Proposed Agreement will apply.
14.	Coverage of the Agreement	5	4	This clause specifies the parties that will be covered, and bound, by the Proposed Agreement.
15.	Individual Flexibility Arrangement	6	6	<p>This clause provides that the University and an individual employee may agree to vary the effect of the Proposed Agreement by agreeing to enter into an individual flexibility arrangement. The matters in respect of which an individual flexibility arrangement may be made are:</p> <ul style="list-style-type: none"> <li>○ the taking of purchased annual leave of up to 4 weeks per year in addition to the annual leave provided for by the Proposed Agreement;</li> <li>○ the taking of additional leave without pay consequent upon the birth or adoption of a child in addition to the leave provided for by the Proposed Agreement;</li> <li>○ accelerated leave arrangements for the taking of annual leave in circumstances where an employee's annual leave balance exceeds 60 days, provided that such leave can be accessed at a rate no higher than double pay (with a commensurate reduction in the employee's annual leave balance), and the employee has not previously entered into such an arrangement during the term of the Proposed Agreement; and</li> <li>○ 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 the employee has not previously entered into such an arrangement during the term of the Proposed Agreement, and the employee takes and the University grants a minimum of 10 days' annual leave within 3 months of the cashing out.</li> </ul>
16.	Implementation Committee	7	8	<p>This clause outlines the role and composition of the Implementation Committee, and provides that:</p> <ul style="list-style-type: none"> <li>○ the role of the Implementation Committee is to facilitate implementation of the Proposed Agreement;</li> <li>○ the Implementation Committee will meet at least once every quarter;</li> <li>○ the Implementation Committee will be chaired alternately by a Union representative or a representative of the University; and</li> </ul>

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				<ul style="list-style-type: none"> <li>○ the University will keep and distribute minutes of Implementation Committee meetings.</li> </ul>
17.	<b>Renegotiation of the Agreement</b>	8	10	This clause deals with the renegotiation of the Proposed Agreement, and provides that the parties will meet no later than 6 months prior to the Nominal Expiry Date to discuss and arrange a schedule of regular meetings to commence the renegotiation of a replacement agreement.
18.	<b>Availability of the Agreement</b>	9	11	This clause sets out how employees can access a copy of the Proposed Agreement.
19.	<b>No Extra Claims</b>	10	5	This clause specifies that, during the term of the Proposed Agreement, the parties to the Proposed Agreement will not pursue any further claims in relation to matters covered by the Proposed Agreement except as provided for by the Proposed Agreement.
20.	<b>Dispute settlement</b>	11	9	This clause sets out the mechanism for dealing with disputes relating to any matters arising under the Proposed Agreement or the National Employment Standards.
21.	<b>Terms of Engagement</b>	12	13	This clause deals with information for employees on terms of engagement, payment of salaries and annualised rates of pay.
22.	<b>Probation</b>	13	14	This clause sets out the probationary process that is to be followed in relation to Academic staff.
23.	<b>Categories of Employment</b>	14	12(1)-(31)	This clause sets out the categories of employment in which Academic staff may be engaged by the University, namely ongoing, part-time, fixed-term, and casual employment. Two new categories of fixed-term employment have also been introduced, namely “positions within a new organisational area” (refer Item 24) and “positions within a disestablished organisational area” (refer item 25). The clause also contains the conversion provisions applicable to fixed-term and casual employees.
24.	<b>Fixed-Term Employment in New Organisational</b>	14.12-14.14	N/A – new provisions	These new subclauses:

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	Area			<ul style="list-style-type: none"> <li>○ provide that fixed-term employment may be offered in a New Organisational Area about which there is genuine uncertainty of continuing operation for up to 3 years prior to, or from, the establishment of any such area;</li> <li>○ define “New Organisational Area” to mean: <ul style="list-style-type: none"> <li>- where there is a discipline or sub-discipline area of academic work not previously offered;</li> <li>- where there is a demonstrated sudden and unanticipated increase in student enrolments; or</li> <li>- where there is an academic function or unit organised in either a new geographical location or organised distinctly from existing Schools or centres, which has not been created from the merger or division of, or movement of work from an existing academic unit(s) to another academic unit(s); and</li> </ul> </li> <li>○ provide that at the expiry of the fixed-term contract, and subject to the necessity of ongoing work and satisfactory performance of the employee since appointment, the University may offer conversion to ongoing employment in accordance with the relevant provisions of the Proposed Agreement.</li> </ul>
25.	<b>Fixed-Term Employment in Disestablished Organisational Area</b>	14.15-14.16	<b>N/A – new provisions</b>	<p>These new subclauses provide that:</p> <ul style="list-style-type: none"> <li>○ fixed-term employment may be offered where an organisational area has been the subject of a decision by the University to discontinue work within that area within 3 years; and</li> <li>○ at the expiry of the fixed-term contract, should the decision to discontinue the work be reversed and subject to the necessity of ongoing work and satisfactory performance of the employee since appointment, the University may offer conversion to ongoing employment in accordance with the relevant provisions of the Proposed Agreement.</li> </ul>
26.	<b>Casual Employment</b>	14.30	<b>12(29)</b>	This subclause provides that each casual employee who is engaged for at least one teaching session will now be entitled to participate in paid orientation and induction.
27.	<b>Teaching Focused Roles</b>	14.38-14.56	<b>12(37)-(44)</b>	<p>These subclauses are the new provisions that deal with TFRs. The main features of these subclauses are as follows:</p> <ul style="list-style-type: none"> <li>○ TFRs will be used for the performance of work that is either currently performed by one or more casual employees, or in new positions for which the work would have otherwise been performed by a casual employee;</li> <li>○ TFRs are not intended to permanently replace ongoing or fixed-term employees whose positions have been made</li> </ul>

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				<p>redundant;</p> <ul style="list-style-type: none"> <li>○ subject to the Proposed Agreement, the University will, over the term of the Proposed Agreement, appoint at least 50 full-time equivalents to TFRs, of which at least 30% will be new employees. This number will include any TFRs that are converted from fixed-term to ongoing appointments under the Proposed Agreement;</li> <li>○ the workload provisions for TFRs will be set out in a separate clause (refer Item 37);</li> <li>○ applications for TFRs will be open to existing TFRs, internal casual employees and external applicants who meet the required eligibility and selection criteria;</li> <li>○ an employee engaged in a TFR may be offered on an ongoing or fixed-term basis;</li> <li>○ an employee engaged in a TFR may apply for promotion;</li> <li>○ an employee engaged in a TFR may be eligible to apply for conversion to ongoing employment subject to meeting prescribed criteria;</li> <li>○ an employee engaged in a TFR as at 15 December 2013 will be converted to an ongoing full-time or part-time TFR (consistent with their existing appointment) subject to meeting prescribed conditions;</li> <li>○ an employee engaged in a TFR may apply for transition to a teaching and research role, which will be assessed having regard to the criteria specified for the role at the level sought; and</li> <li>○ the Academic Career Development, Planning and Review Process will be available to assist any employee engaged in a TFR who wishes to transition to a teaching and research role.</li> </ul>
28.	<b>Career Development Fellowships</b>	<b>14.59</b>	<b>12(45)</b>	<p>This subclause deals with the number of Career Development Fellowships that will be advertised and filled by the University during the term of the Proposed Agreement (subject to the interest and availability of qualified candidates), and provides that the University will advertise and appoint 20 casual academic employees and 20 recent PhD graduates from any university to Career Development Fellowships. This represents an increase from 16 appointments in each category under the Current Agreement.</p>
29.	<b>Supervision</b>	<b>15</b>	<b>18</b>	<p>This clause deals with supervision arrangements for academic staff.</p>
30.	<b>Pay Rates</b>	<b>16</b>	<b>15</b>	<p>This clause:</p> <ul style="list-style-type: none"> <li>○ acknowledges that salaries were increased by 3% with effect from the first full pay period in April 2014;</li> <li>○ provides that salaries will be increased as follows: <ul style="list-style-type: none"> <li>- 3% effective from the first full pay period in April 2015;</li> </ul> </li> </ul>

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				<ul style="list-style-type: none"> <li>- 3.25% effective from the first full pay period in April 2016; and</li> <li>- 3.75% effective from the first full pay period in April 2017; and</li> <li>○ provides that the first effective date for the first salary increase under any agreement that replaces the Proposed Agreement will be the start of the first full pay period after the date on which the new agreement is approved by the Fair Work Commission. If the start date of this first full pay period is more than 12 months after the last salary increase under the Proposed Agreement (“First Anniversary Date”), then the University will back date the first salary increase under the new enterprise agreement to the First Anniversary Date.</li> </ul>
31.	Superannuation	17	17	<p>This clause deals with superannuation, and provides that:</p> <ul style="list-style-type: none"> <li>○ the University will now make 17% employer superannuation contributions for a fixed-term employee subject to the following: <ul style="list-style-type: none"> <li>- the employee is on a second or subsequent fixed-term contract;</li> <li>- the second or subsequent contract is for a term of 1 year or more;</li> <li>- the second or subsequent contract commenced immediately after the expiry of the employee’s previous contract; and</li> <li>- if the second or subsequent contract was in place at the date of commencement of the Proposed Agreement, the contribution will be made from the date of commencement of the Proposed Agreement; or</li> <li>- if the second or subsequent contract is entered into after the date of commencement of the Proposed Agreement, the contributions will be made from the date of commencement of the second or subsequent contract; and</li> </ul> </li> <li>○ if an employee (other than a casual employee) takes a period of maternity leave without pay in accordance with the Proposed Agreement, the University will make: <ul style="list-style-type: none"> <li>- 17% employer superannuation contributions; or</li> <li>- Employer superannuation contributions at the percentage rate at which employer contributions were made when the Employee commenced maternity leave,</li> </ul> <p>whichever is lesser, for the first 3 months of the period of maternity leave without pay based on the employee’s base rate of pay at the time at which the employee commenced maternity leave (subject to the pro rata provisions prescribed by subclause 37.6 of the Proposed Agreement, which deals with the maternity leave entitlements of employees who have less than 1 year of continuous paid service prior to the commencement of</p> </li> </ul>

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				paid maternity leave).
32.	Salary Packaging	18	16	This clause deals with the salary packaging options available to employees.
33.	Annual Leave Loading	19	26	This clause deals with annual leave loading.
34.	Car Kilometre Allowance and Journeys Requiring Temporary Residence	20	21	This clause deals with the circumstances in which a car kilometre allowance will be payable, and the payment of expenses where an employee is directed by the University to work away from their nominated work location and has approval to nominate a temporary residence.
35.	University and School Work Plan Committees	21	19(3)-(22)	<p>This is a new clause that deals with the establishment and operation of University and School Work Plan Committees. The major features of the clause are as follows:</p> <ul style="list-style-type: none"> <li>○ a University Work Plan Committee (“UWPC”) will be convened within one month of the commencement of the Proposed Agreement;</li> <li>○ the UWPC will comprise a Chair (being a Deputy Vice-Chancellor nominated by the Vice-Chancellor), 3 Deans nominated by the Vice-Chancellor and 3 academic employees nominated by the Union;</li> <li>○ amongst other things, the role of the UWPC will be to develop a single University-wide Work Plan Policy (“Policy”) that allows for adaption at a School/Unit level in a way that does not contradict the Policy or the Proposed Agreement;</li> <li>○ each Dean will convene a School Work Plan Committee (“SWPC”) comprising a Chair appointed by the Dean, at least 2 members appointed by the Dean, an equal number of members elected by academic employees in the School;</li> <li>○ amongst other things, the role of the SWPC will be to seek written feedback from employees within the School to inform development of the Policy, monitor implementation and operation of the Policy at the School level, and seek feedback from employees within the School regarding implementation and operation of the Policy as required and relay this feedback to the UWPC on at least an annual basis; and</li> <li>○ the SWPC will continue to deal with individual workload agreement disputes.</li> </ul>
36.	Workloads	22	19	This clause deals with how workloads are determined for academic staff other than casuals, employees engaged in a TFR

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				<p>(refer Item 27), Research Only employees and employees who are expressly exempted from the clause by the Deputy Vice-Chancellor (Academic). The clause provides that:</p> <ul style="list-style-type: none"> <li>○ teaching allocations will: <ul style="list-style-type: none"> <li>- have regard to hours of face-to-face teaching or equivalent in blended or online delivery modes and assessment load over the course of a calendar year;</li> <li>- be based upon: <ul style="list-style-type: none"> <li>◇ an upper limit of 50 EFTSL over the course of a calendar year, having regard to the hours-based allocation referred to below;</li> <li>◇ for those Schools where EFTSL is not workable due to the nature of their discipline(s), an hours-based work allocation, pursuant to which it is expected that weekly teaching allocations will be up to 13 hours (representing a reduction from the 14 hours prescribed by the Current Agreement), although it is acknowledged that higher allocations may be required in some circumstances for a limited number of staff whose modes of teaching, by their nature, involve minimal or no preparation;</li> <li>◇ an upper limit on marking of 135 students per teaching session (in addition to the teaching allocation). In the event that this is exceeded, a staff member will be eligible for marking relief; and</li> </ul> </li> </ul> </li> <li>○ the major areas of academic work have been revised and are now described as: <ul style="list-style-type: none"> <li>- teaching, which includes (but is not limited to) scholarly activities of acquisition, aggregation, and synthesis of knowledge in the preparation of teaching materials;</li> <li>- research and development, which includes (but is not limited to) scholarly activities of acquisition, aggregation, and synthesis of knowledge in the preparation of research projects and associated activities;</li> <li>- administration and governance, which includes (but is not limited to) course and unit co-ordination, including new and existing course and unit development, development and evaluation of materials, benchmarking curriculum and learning outcomes and obtaining professional accreditations; and</li> <li>- approved service to the community where relevance to the work of the University can be demonstrated, which includes (but is not limited to) involvement in academic publishing through refereeing articles, editing journals, and participating in editorial boards.</li> </ul> </li> </ul>
37.	Workloads for Teaching	23	N/A – new	

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	<b>Focused Roles</b>		<b>provision</b>	<p>This is a new clause that describes how workloads are determined for employees engaged in TFRs. The main features of the clause are as follows:</p> <ul style="list-style-type: none"> <li>○ teaching allocations will: <ul style="list-style-type: none"> <li>- have regard to hours of face-to-face teaching or equivalent in blended or online delivery modes and assessment load over the course of a calendar year;</li> <li>- be based upon: <ul style="list-style-type: none"> <li>◇ an upper limit of 65 EFTSL over the course of a calendar year, having regard to the hours-based allocation referred to below;</li> <li>◇ for those Schools where EFTSL is not workable due to the nature of their discipline(s), an hours-based work allocation, pursuant to which it is expected that weekly teaching allocations will be up to 16-17 hours, although it is acknowledged that higher allocations may be required in some circumstances for a limited number of staff whose modes of teaching, by their nature, involve minimal or no preparation;</li> <li>◇ an upper limit on marking of 135 students per teaching session (in addition to the teaching allocation). In the event that this is exceeded, a staff member will be eligible for marking relief;</li> </ul> </li> </ul> </li> <li>○ provisions relating to teaching group, individual work agreements and principles for individual work agreements (including a total of 12 teaching-free weeks per annum for a sustained period(s) of scholarly or other activity that is consistent with the employee's work plan) are identical to those prescribed for academic staff;</li> <li>○ the major areas of academic work for TFRs are teaching, and administration and governance;</li> <li>○ the following major areas of academic work will not be allocated to employees engaged in TFRs: <ul style="list-style-type: none"> <li>- research and development; or</li> <li>- approved service to the community;</li> </ul> </li> <li>○ an employee engaged in a TFR will, however, have an opportunity to negotiate a research and development allocation if they can demonstrate signs of positive research engagement as part of their participation in the Academic Career Development, Planning and Review process;</li> <li>○ provisions relating to the content of individual work agreements, additional work, employee responsibilities, documentation, individual work agreement dispute resolution, and transitional provisions are identical to those prescribed for academic staff.</li> </ul>

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38.	Academic Career Development, Planning and Review	24	35	This clause deals with the Academic Career Development, Planning and Review process.
39.	Flexible Work Provisions	25	N/A – new provision	This is a new clause that provides an overview of the flexible work provisions contained in the Proposed Agreement.
40.	Right to Request Flexible Working Arrangements	26	20	<p>This clause:</p> <ul style="list-style-type: none"> <li>○ has been amended to reflect the flexible working arrangements provisions contained in the Fair Work Act;</li> <li>○ provides that a request for flexible working arrangements may be made by ongoing and fixed-term employees with at least 12 months' service, and 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;</li> <li>○ prescribes the circumstances in which an eligible employee may make a request for flexible working arrangements;</li> <li>○ provides examples of the types of flexible working arrangements that may be requested;</li> <li>○ sets out how a request for flexible working arrangements must be made; and</li> <li>○ prescribes the circumstances in which the University may refuse a request for flexible working arrangements.</li> </ul>
41.	Annual Leave	27	25	<p>This clause deals with the accrual, and taking, of annual leave. It also provides that:</p> <ul style="list-style-type: none"> <li>○ the University may now direct an employee to take annual leave during a shutdown period occurring in the week of 25 December and the week of New Year's Day on days other than public holidays and Concessional Days (refer Item 4); and</li> <li>○ employees, other than casual employees, who are directed to attend work on a Concessional Day(s) will be entitled to take the day(s) at other times approved by their supervisor.</li> </ul>
42.	Long Service Leave	28	27	<p>This clause deals with the accrual, and taking, of long service leave. It also provides that:</p> <ul style="list-style-type: none"> <li>○ the University will now recognise an ongoing or fixed-term employee's prior casual service with the University, provided that the casual service was:</li> </ul>

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				<ul style="list-style-type: none"> <li>- performed on a regular and systematic basis;</li> <li>- for a minimum period of 12 months without a break of more than 2 months on any single occasion; and</li> <li>- immediately in conjunction with the period of ongoing or fixed-term employment; and</li> </ul> <ul style="list-style-type: none"> <li>○ an application for long service leave by an employee with teaching responsibilities may now be declined if the employee's supervisor is concerned that the proposed leave would result in the employee's teaching being disrupted over 2 consecutive teaching semesters, in which case: <ul style="list-style-type: none"> <li>- the supervisor must raise their concerns with the employee within 2 weeks of receiving the application for long service leave;</li> <li>- 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</li> <li>- if, following discussions with the supervisor, no accommodation or arrangements can be made for the employee's teaching during the proposed period of leave, the application for leave may be declined.</li> </ul> </li> </ul>
43.	Personal Leave	29	28	This clause deals with the accrual, and taking, of personal leave.
44.	Sick Leave	30	29	<p>This clause deals with the accrual, and taking, of sick leave. It also provides that:</p> <ul style="list-style-type: none"> <li>○ an employee is now entitled to take sick leave to attend a Medical Appointment (refer Item 6) during working hours provided that the employee supplies the University with proof of attendance at the appointment as soon as reasonably practicable;</li> <li>○ proof of attendance may include a medical certificate, a letter from the Registered Health Practitioner (refer Item 9) who the employee attends, a receipt for medical services rendered or, where agreed by the University, a document containing the requirement for the employee to attend a Medical Appointment(s) in future;</li> <li>○ changes in terminology have been made throughout the balance of the clause to reflect the fact that sick leave may now be taken to attend a Medical Appointment; and</li> <li>○ periods of unpaid sick leave will count as service but, subject to applicable law, will not count for any service-related entitlements.</li> </ul>
45.	Parental Leave	31	30	This clause deals with the accrual, and taking, of parental leave. It also provides that where 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

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				<p>subsequent period of paid maternity or adoption leave will be provided will now be based on the average rate of pay received by the employee:</p> <ul style="list-style-type: none"> <li>○ in the 52 weeks preceding the subsequent period of paid maternity or adoption leave; or</li> <li>○ during the period since the employee returned from the earlier period of maternity or adoption leave;</li> </ul> <p>whichever is less.</p>
46.	<b>Jury Services and Witnesses</b>	32	23	This clause deals with circumstances in which an employee is required to attend court for jury service or as a witness.
47.	<b>Australian Defence Force Reserves Training Leave</b>	33	31	This clause deals with the provision of leave to an ongoing or fixed-term employee who serves in the Australian Defence Force Reserves.
48.	<b>Emergency Services Call Out Leave</b>	34	32	This clause deals with the provision of leave to an employee who is a member of an accredited voluntary Emergency Services organisation and provides assistance during an emergency declared by authority of the <i>State Emergency Service Act 1989 (NSW)</i> .
49.	<b>Leave Without Pay</b>	35	33	This clause deals with the provision of leave without pay to ongoing and fixed-term employees.
50.	<b>Family Violence</b>	36	<b>N/A – new provision</b>	<p>This is a new clause, which provides that:</p> <ul style="list-style-type: none"> <li>○ the University agrees to the availability of certain practical measures to assist employees who are experiencing family violence;</li> <li>○ employees who are experiencing family violence can access their personal/carer’s leave for the purpose of attending related appointments or commitments, and the University may grant additional paid leave to an employee; and</li> <li>○ a right to request flexible working arrangements to deal with family violence may also exist (refer Item 40).</li> </ul>
51.	<b>Public Holidays</b>	37	34	This clause deals with the public holidays to which ongoing and fixed-term employees are entitled.

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52.	Organisational Change	38	42	This clause prescribes the process that is to be followed in the event of organisational change.
53.	Job Security and Outsourcing	39	39	This clause deals with job security and outsourcing.
54.	Redeployment and Redundancy	40	50	This clause deals with redeployment and redundancy in the event of organisational change.
55.	Managing Ill Health or Injury	41	47	<p>This clause is entitled “Separation of Employment on the Grounds of Ill Health” in the Current Agreement. Major features of the clause are as follows:</p> <ul style="list-style-type: none"> <li>○ the process will be suspended if an employee applies to their superannuation fund for ill health retirement or temporary disability benefit and the application is supported by the University. The process will not apply if the application is accepted by the fund. If the application is not accepted, the process will resume;</li> <li>○ the University can require an employee to undergo an independent medical examination where it reasonably considers that: <ul style="list-style-type: none"> <li>- the employee’s ability to perform or resume their duties is in doubt due to illness or injury and it is unclear whether the employee will be able to perform or resume their duties within a reasonable period of time; or</li> <li>- the health, safety or welfare of the employee and/or other employees and/or students may be at risk of being adversely affected by the employee’s illness or injury;</li> </ul> </li> <li>○ the University will provide the employee with at least 2 weeks’ notice of the requirement to undergo a medical examination unless there is concern regarding imminent harm to the employee, in which case the employee will be required to attend the examination as soon as reasonably practicable. An employee may also elect to attend an examination sooner if it is reasonably practicable to do so;</li> <li>○ an employee who is required to undergo a medical examination may be placed on sick leave or elect to utilise some other form of accrued leave pending conclusion of the process;</li> <li>○ if an employee is deemed fit to perform or resume their duties either immediately or within 12 months, the medical report will be used by the University as the basis on which to plan the employee’s return to work;</li> <li>○ if an employee is deemed unfit to perform or resume their duties within 12 months, the University may notify the</li> </ul>

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				<p>employee of its intention to terminate their employment on medical grounds, in which case the employee may elect to have the medical report reviewed by an alternative practitioner or specialist nominated by the University;</p> <ul style="list-style-type: none"> <li>○ where the University terminates the employment of an employee on medical grounds, the employee will be provided with payment in lieu of the notice period contained in the employee’s contract of employment or payment in lieu of 6 months’ notice, whichever is greater;</li> <li>○ an employee who has been deemed unfit may be provided with the option to resign rather than having their employment terminated by the University on medical grounds;</li> <li>○ if an employee refuses or fails without reasonable cause to attend a medical examination, the University will provide the employee with an opportunity to show cause why their employment should not be terminated. If the employee cannot show reasonable cause, their employment may be terminated effective immediately with payment in lieu of 4 weeks’ notice;</li> <li>○ a refusal or failure to attend a medical examination will not, however, constitute Misconduct or Serious Misconduct;</li> <li>○ the clause does not apply to employees who are in receipt of workers compensation benefits;</li> <li>○ the clause does not preclude the University from taking any action it considers necessary to meet its obligations under work health and safety legislation; and</li> <li>○ the clause does not give the University the right to terminate employment for reason of an employee’s ill health or injury where the employee is on paid sick leave.</li> </ul>
56.	<b>Unsatisfactory Performance</b>	42	44	<p>This clause prescribes the process to be followed for dealing with unsatisfactory performance. The process prescribed by the clause has been aligned with the University’s new School structure, which was introduced during the life of the Current Agreement.</p>
57.	<b>Misconduct or Serious Misconduct</b>	43	45	<p>This clause introduces a new process for dealing with alleged misconduct or serious misconduct. It applies to all employees other than casual employees and employees who are serving the first 9 months of a probationary period. Major features of the clause are as follows:</p> <ul style="list-style-type: none"> <li>○ research misconduct is no longer covered by the clause. Rather, it is dealt with by way of a separate prescribed process (refer Item 58);</li> <li>○ new definitions of “Disciplinary Action,” “Misconduct” and “Serious Misconduct” have been introduced;</li> <li>○ the making of frivolous, vexatious, or bad faith complaints/allegations will now be dealt with as alleged misconduct or serious misconduct;</li> <li>○ at any stage during the disciplinary process, the University and the employee may now agree to place the process</li> </ul>

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				<p>on hold for up to 10 working days (or longer period as agreed) and enter into confidential, and without prejudice discussions with a view to reaching a mutually agreed early resolution of the matter. In the event that resolution cannot be reached, the disciplinary process will be resumed;</p> <ul style="list-style-type: none"> <li>○ informal resolution of alleged Misconduct will still apply;</li> <li>○ where alleged Misconduct cannot be resolved informally, or an employee is alleged to have engaged in Serious Misconduct, the matter will be referred for formal investigation. Such an investigation will be carried out by an investigator appointed from a pool of investigators agreed between the University and the Unions;</li> <li>○ the University will advise an employee of its decision to conduct a formal investigation and of the Employee Representation provisions contained in the Proposed Agreement unless the University determines that exceptional circumstances exist and that it is not appropriate for the employee to be aware of, and involved in, the investigation;</li> <li>○ the investigator will provide a written report about the facts to the University after the conclusion of the investigation, following which the University will determine whether further action should be taken (which may include taking formal action against the complainant in cases of alleged frivolous, vexatious, or bad faith complaints/allegations);</li> <li>○ in the event that the University determines further action should be taken, it will issue formal allegations of Misconduct or Serious Misconduct to the employee;</li> <li>○ in responding to formal allegations of Misconduct or Serious Misconduct, the employee may request that the matter be referred to a Misconduct Committee;</li> <li>○ the role of the Misconduct Committee will be to report to the University regarding any matters the Committee considers the University should take into account when making its decision about the allegation(s);</li> <li>○ the Misconduct Committee will consider the investigator’s report, the allegation(s), the employee’s response to the allegation(s), any additional submissions or material provided to, or sought by, the Committee by/from the employee in person or in writing, any mitigating circumstances, whether the procedures that were followed by the investigator afforded procedural fairness to the employee, and any other matters that may have a material relevance to any decision that may be made by the University in relation to the matter;</li> <li>○ the role of the Misconduct Committee is not to reinvestigate the matter; and</li> <li>○ after considering the employee’s response to the allegation(s) and, if applicable, the Misconduct Committee’s report, the University will determine what Disciplinary Action should be taken against the employee (if any).</li> </ul>
58.	Research Misconduct	44	N/A – new provision	<p>This is a new clause that prescribes the process for dealing with alleged Research Misconduct. It applies to all employees other than casual employees and employees who are serving the first 9 months of their probationary period. The main features of the clause are as follows:</p>

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				<ul style="list-style-type: none"> <li>○ it contains definitions of “Australian Code” (being the <i>Australian Code for the Responsible Conduct of Research</i>), “Breach”, “Disciplinary Action,” “Research Misconduct” and “University Code” (being the University’s <i>Research Code of Practice</i>);</li> <li>○ a non-exhaustive list of examples of Breach and/or Research Misconduct is provided;</li> <li>○ it imposes an obligation on all employees to report a potential Breach or Research Misconduct in a timely manner and in good faith. If an employee makes an allegation that is frivolous, vexatious, or in bad faith, the University may initiate disciplinary action against the Employee for alleged misconduct or serious misconduct;</li> <li>○ at any stage during the disciplinary process, the University and the employee may now agree to place the process on hold for up to 10 working days (or longer period as agreed) and enter into confidential, and without prejudice discussions with a view to reaching a mutually agreed early resolution of the matter. In the event that resolution cannot be reached, the disciplinary process will be resumed;</li> <li>○ an alleged Breach or Research Misconduct will, in the first instance, be referred to the relevant School or Institute Director of Research who will, in conjunction with the relevant Dean or Director, make preliminary enquiries to gather relevant material and ascertain whether there is a prima facie case of Breach or Research Misconduct;</li> <li>○ attempted informal resolution of an alleged Breach will apply;</li> <li>○ where an alleged Breach cannot be resolved informally, or an employee is alleged to have engaged in Research Misconduct, the matter will be referred to the Deputy Vice-Chancellor (Research and Development) (“DVC(R&amp;D)”) (or their nominee) for consideration. If the DVC(R&amp;D) considers that the matter warrants further action, the DVC(R&amp;D) will carry out a formal investigation to ascertain relevant facts (“Research Investigation”);</li> <li>○ the DVC(R&amp;D) will advise an employee of the decision to conduct a Research Investigation and of the Employee Representation provisions contained in the Proposed Agreement unless the DVC(R&amp;D) determines that exceptional circumstances exist and that it is not appropriate for the employee to be aware of, and involved in, the investigation;</li> <li>○ if, following completion of the Research Investigation, the DVC(R&amp;D) is of the view that alleged Research Misconduct has occurred, then formal allegations will be issued;</li> <li>○ the employee will be provided with 10 working days (or longer period as agreed) to respond to the allegations;</li> <li>○ if the employee denies the allegations of Research Misconduct and the DVC(R&amp;D) determines that the Employee has not engaged in Research Misconduct but has committed a Breach, the matter will be referred to the relevant Dean or Director for disciplinary action other than the termination of employment;</li> <li>○ if the employee denies the allegations of Research Misconduct but the DVC(R&amp;D) remains concerned that Research Misconduct has occurred, the matter will be referred to a Research Misconduct Panel. The Panel will provide a written report to the Vice-Chancellor setting out its findings of fact, including whether any mitigating circumstances exist;</li> <li>○ having considered the report of the Research Misconduct Panel, the Vice-Chancellor will determine what Disciplinary Action should be taken against the employee (if any).</li> </ul>

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59.	<b>Notice of Resignation and Termination</b>	45	46	This clause prescribes the notice that must be given in the event of resignation or termination.
60.	<b>Abandonment of Employment</b>	46	<b>N/A – new provision</b>	This is a new clause that deals with abandonment of employment. The clause applies to unauthorised absences from work by ongoing and fixed-term employees, and provides that an employee’s employment will be treated as having been terminated by the employee on the ground of abandonment once the prescribed process has been followed by the University.
61.	<b>Fixed-Term Employees Termination Notice</b>	47	49	This clause deals with notice for fixed-term employees whose contracts have reached expiry.
62.	<b>Fixed-Term Employees Severance Pay</b>	48	48	This clause deals with severance pay for fixed-term employees whose contracts have reached expiry.
63.	<b>Work Health and Safety, and First Aid</b>	49	36	This clause deals with work health and safety, and first aid. The terminology in the clause has been updated from “occupational” to “work” health and safety to reflect legislative changes.
64.	<b>Compensation for Loss or Damage to Personal Property</b>	50	22	This clause deals with the circumstances in which the University will compensate an employee for loss or damage to the employee’s personal property.
65.	<b>Employee Representation</b>	51	40	This clause deals with an employee’s right to nominate a Representative (as defined) to assist them regarding their employment conditions.
66.	<b>Union Representation</b>	52	41	<p>This clause deals with the provision of facilities to the Union, as well as union meetings, industrial relations training, inductions, workplace representatives and payroll deductions. The clause provides that:</p> <ul style="list-style-type: none"> <li>○ the ongoing provision of telephone, internet and email facilities will now be subject to, and conditional upon, the Union paying the associated costs; and</li> <li>○ the Union Branch President may now, by agreement with the University, allocate some or all of their time release</li> </ul>

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				to another member of the Branch Executive. In the event that this occurs, each person having the benefit of time release under the clause must discuss with their supervisor appropriate work allocation for the balance of their working time.
67.	Pay and Career Equity	53	51	This clause deals with pay and career equity for Academic staff.
68.	Dignity and Respect at Work	54	37	<p>This clause deals with expected standards of behaviour in the workplace, and has been amended to include the statutory definition of “bullying” that is consistent with the definition now contained in the <i>Fair Work Act 2009 (Cth)</i>, namely:</p> <p><i>Bullying at work occurs when:</i></p> <p>(a) a person or a group of people repeatedly behaves unreasonably towards a worker or a group of workers at work; and</p> <p>(b) that behaviour creates a risk to health and safety.</p> <p><i>Bullying does not include reasonable management action carried out in a reasonable manner.</i></p>
69.	Personal Reports	55	38	This clause deals with the circumstances in which an adverse report may be placed on an employee’s personal file.
70.	Intellectual Freedom	56	52	This clause deals with the protection and promotion of intellectual freedom amongst Academic staff.
71.	Intellectual Property	57	53	This clause deals with the development and maintenance of a policy relating to intellectual property, and in particular, the participation of employees in the ownership and use of any intellectual property that they may create.
72.	Aboriginal and Torres Strait Islander People Employment Strategy	58	54	<p>This clause is entitled “Indigenous Australian Employment Strategy” in the Current Agreement. The clause deals with the University’s employment strategy in engaging Aboriginal and Torres Strait Islander People, and provides that:</p> <ul style="list-style-type: none"> <li>○ the employment strategy will incorporate the objective of employing 62 Aboriginal and Torres Strait Islander People employees by the end of the term of the Proposed Agreement. Trainees will not be included when assessing whether the University is meeting this objective; and</li> </ul>

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				<ul style="list-style-type: none"> <li>allowances are to be increased in line with the increases to pay rates that will take place during the term of the Proposed Agreement (refer Item 30).</li> </ul>
73.	Policy	59	N/A – new provision	This is a new clause, which states that the University will provide employees and the Unions with the opportunity to comment on any new policy or guideline, and any significant change to an existing policy or guideline that affects working conditions prior to finalisation of the policy or guideline.
74.	Environmental Sustainability	60	55	This clause deals with the development and implementation of initiatives consistent with the University’s Environmental Management Plan and overall strategic plan.
75.	Schedule 1 – Salaries			This schedule sets out the annual rates for full-time employees, and has been amended to reflect the increases to pay rates that will take place during the term of the Proposed Agreement (refer Item 30). The Incremental Transitional Arrangements for Levels A and B that appear in the Current Agreement have been deleted in the Proposed Agreement on the basis that they are no longer required.
76.	Schedule 2 – Casual Pay Rates			This schedule sets out the pay rates for casual academic staff, and has been amended to reflect the increases to pay rates that will take place during the term of the Proposed Agreement (refer Item 30). Subclauses (9) to (14) of the Current Agreement, which deal with the review of the Clinical Nursing Education Facilitation Rate, have been deleted in the Proposed Agreement on the basis that the review has been completed.
77.	Schedule 3 – Allowances			This schedule sets out the allowances payable for first aid, and has been amended to reflect the increases to pay rates that will take place during the term of the Proposed Agreement (refer Item 30).
78.	Schedule 4 – Position Classification Standards			This schedule sets out the position descriptors for Academic staff engaged at Levels A to E, and remains unchanged from the Current Agreement.

THE FOLLOWING PROVISIONS ARE TO BE DELETED FROM THE PROPOSED AGREEMENT:

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79.	<b>Working Party on Academic Casual Employment</b>	N/A – deleted provision	12(51)-(55)	These subclauses dealt with the Working Party on Academic Casual Employment, and have been deleted in the Proposed Agreement, with the effect that the Working Party will be disbanded.
80.	<b>Adjustment to Leave Accruals Following Introduction of 35 Hour Working Week</b>	N/A – deleted provision	24	This clause is to be deleted from the Proposed Agreement as it is no longer required.
81.	<b>Unsatisfactory Conduct</b>	N/A – deleted provision	43	The clause in the Current Agreement dealing with Unsatisfactory Conduct has been deleted from the Proposed Agreement.