



Enterprise Bargaining Meeting 1

Wednesday 1 March 2017

10am – 4pm

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

Attendees:

Professor Denise Kirkpatrick (Chair)	Dr David Burchell (NTEU)
Professor Gregory Kolt	Tamara Talmacs (NTEU)
Professor Kevin Dunn	Dr Terri Mylett (NTEU)
Susan Hudson	<i>Rohan Giles (NTEU)</i>
Natasha Maiolo	<i>Leslie Cowles (NTEU)</i>
Clare Bockmann	Scott Pendlebury (CPSU)
Sonya O'Shanna (notes)	Jen Mitchell (CPSU)
	Lorraine Fordham (CPSU)
	<i>Carmel Votano (CPSU)</i>
	<i>Michael Reolon (CPSU)</i>

In attendance: Peter Pickering (Vice-President, Finance & Resources)
Darren Greentree (Director, Financial Operations)

Agenda

1. Welcome – Professor Kirkpatrick
2. State of the University Presentation – Professor Kirkpatrick, Peter Pickering, Darren Greentree (60 min)
3. Simplicity and plain English – Professor Kirkpatrick
 - a. Clauses with no changes
 - i. Agreement title
 - ii. Leave loading
 - iii. Meal allowance
 - iv. On call allowance
 - v. On call allowance IT staff
 - vi. Long service leave
 - vii. Jury service and witnesses
 - viii. Australian Defence Forces Reserves training
 - ix. Emergency services call out leave
 - x. Public holidays
 - xi. Notice of resignation and termination
 - xii. Fixed-term employees termination notice
 - xiii. Clothing and safety equipment
 - xiv. Compensation for loss or damage to personal property
 - xv. Intellectual freedom

xvi. Policy

b. Clauses requiring simplification

- i. Application of agreement
- ii. Coverage of the agreement
- iii. Individual flexibility agreements
- iv. Availability of agreement
- v. Terms of engagement
- vi. Supervision
- vii. Salary packaging
- viii. Career development, planning and review
- ix. Flexible work provisions
 - x. Right to request flexible working arrangements
- xi. Flexible hours of work scheme
- xii. Annual leave
- xiii. Personal leave
- xiv. Sick leave
- xv. Leave without pay
- xvi. Organisational change
- xvii. Job security and outsourcing
- xviii. Redeployment and redundancy

	A	B	C	D	E	F	G	H	I	J	K	L	M
1	Title	Current agreement Academic	Current agreement professional	No change	Simplification/Plain English	Theme							
2	Agreement title	1	1										
3	Definitions	2	2										
4	Term of agreement	3	3										
5	Application of agreement	4	4										
6	Coverage of the agreement	5	5										
7	Individual Flexibility Agreements	6	6										
8	Implementation Committee	7	7										
9	Renegotiation of the Agreement	8	8										
10	Availability of agreement	9	9										
11	No extra claims	10	10										
12	Dispute settlement	11	11										
13	Terms of Engagement	12	12										
14	Probation	13	13										
15	Categories of employment	14	14										
16	Supervision	15	not included										
17	Pay rates	16	15										
18	Superannuation	17	16										
19	Salary Packaging	18	17										
20	Leave Loading	19	18										
21	Car kilometre allowance and journeys requirement temporary residence	20	22										
22	Meal allowance	not included	19										
23	On call allowance	not included	20										
24	On call allowance IT staff	not included	21										
25	University and school work plan committees	21	not included										
26	Workloads	22	26										
27	Workloads for TFRs	23	not included										
28	Career development, planning and review	24	27										
29	Broadbanding	not included	28										
30	Higher Duties	not included	29										
31	Flexible Work Provisions	25	30										
32	Right to request flexible working arrangements	26	31										
33	Flexible hours of work scheme	not included	32										
34	Annual leave	27	33										
35	Long Service Leave	28	34										
36	Personal Leave	29	35										
37	Sick Leave	30	36										
38	Parental Leave	31	37										
39	Jury service and witnesses	32	38										
40	Australian Defence Forces Reserves Training Leave	33	39										
41	Emergency Services Call out leave	34	40										
42	Leave without pay	35	41										
43	Family violence	36	42										
44	Public holidays	37	43										
45	Organisational Change	38	44										
46	Job security and outsourcing	39	45										
47	Redeployment and Redundancy	40	46										
48	Managing ill health or injury	41	47										
49	Unsatisfactory performance	42	48										
50	Misconduct or serious misconduct	43	49										
51	Research misconduct	44	50										
52	Notice of resignation and termination	45	51										
53	Abandonment of employment	46	52										

	A	B	C	D	E	F	G	H	I	J	K	L	M
54	Fixed-term employees termination notice	47	53										
55	Fixed-term employees severance pay	48	54										
56	Work health and safety, and first aid	49	55										
57	Clothing and safety equipment		56										
58	Compensation for loss or damage to personal property	50	57										
59	Employee representation	51	58										
60	Union representation	52	59										
61	Pay and career equity	53	60										
62	Dignity and respect at work	54	61										
63	Personal reports	55	62										
64	Intellectual freedom	56	63										
65	Intellectual property	57	64										
66	ATSIP employment strategy	58	65										
67	Policy	59	66										
68	Environmental sustainability	60	67										



Agenda item 3A: Proposed clauses with no changes

1. AGREEMENT TITLE

To be decided.



17. ANNUAL LEAVE LOADING

- (a) An Employee, except a casual Employee or an Employee who works according to a roster which covers every day of the year, will be entitled to an annual leave loading equivalent to 17.5% of 4 weeks of the Employee's Base Rate of Pay for each full year worked.
- (b) An Employee (except a casual Employee) who works according to a roster which covers every day of the year will be entitled to:
 - (i) the shift allowance (or other allowance paid on a regular basis in lieu thereof) that they would have received had they not been on annual leave; or
 - (ii) 17.5% of 5 weeks of the Employee's Base Rate of Pay for each full year worked,whichever is the greater. Shift allowance will not be paid for public holidays occurring during the period of annual leave, nor for leave in lieu of public holidays worked or falling on the Employee's rostered day off.
- (c) Annual leave loading will be calculated on the Employee's Base Rate of Pay at the date the annual leave loading is paid.
- (d) The annual leave loading year commences on 1 December and concludes 30 November of the following year.
- (e) An Employee, except an Employee who works according to a roster which covers every day of the year, will be paid their annual leave loading by the last completed pay period before 25 December each year, or on retirement, resignation or termination, based on the proportion of the leave loading year worked by the Employee.
- (f) An Employee who works according to a roster which covers every day of the year will be paid their annual leave loading when they proceed on leave or on retirement, resignation or termination, based on the proportion of the leave loading year worked by the Employee.



61. MEAL ALLOWANCE

- (g) A Professional Employee required to work overtime will be paid a meal allowance in addition to any overtime payment if:
 - (i) required to work overtime for more than 2 hours immediately after their normal finishing time, except if the overtime finishes before 6.00 pm;
 - (ii) required to work overtime for more than 5 hours on a Saturday, Sunday or Public Holiday or on a rostered day off for an employee who works according to a roster which covers every day of the year; or
 - (iii) required to commence duty at or before 6.00 am being at least one hour before the Professional Employee's usual starting time.
- (h) The Employee's entitlement to a meal allowance is regardless of whether or not a meal break is taken. Meal allowances paid by the University will be the same as those approved as reasonable in Australian Taxation Office rulings applicable during the term of this Agreement.



62. ON-CALL ALLOWANCE

- (i) Because of the operational requirements of the University, some Professional Employees other than Information Technology and Digital Services staff may be required to be rostered to be on-call to perform work outside their ordinary hours.
- (j) A Professional Employee who is rostered to be on call must be contactable and available to perform the work within a reasonable period of time. The Professional Employee may be able to do the work without having to return to their workplace.
- (k) Work performed whilst on-call will be overtime.
- (l) A Professional Employee who is rostered to be on-call will be paid a daily allowance as set out in **Schedule 3** in addition to any pay for work which might be performed by the Professional Employee whilst on-call.
- (m) A Professional Employee who is rostered to be on-call will not be paid an on-call allowance if they were not available to work because of illness or other circumstances.
- (n) If there is any ongoing requirement for an Employee to be rostered to be on-call, this will be included in their position description.
- (o) Rosters will be posted in a readily accessible place.
- (p) A Professional Employee will be given at least 72 hours' notice of a change to a roster or at least 7 days' notice of a new roster.
- (q) Professional Employees may swap rosters with the agreement of their Supervisor.



63. ON-CALL ALLOWANCE FOR INFORMATION TECHNOLOGY AND DIGITAL SERVICES (ITDS) STAFF

- (r) In this clause, "on-call" means the situation in which a Professional Employee employed within ITDS is required to be contactable and available for duty at all times during a rostered period for emergency, remote monitoring, maintenance and/or breakdown work. The on-call service should not be used to cover work that can be characterised as routine or expected, or to provide non-urgent support for projects or functions that could be provided during normal business hours.
- (s) Participation in the on-call roster will be on a cyclical basis between defined hours and for a defined period of time.
- (t) Rosters will be posted in a readily accessible place.
- (u) Unless agreed otherwise, working on-call will be voluntary. In the absence of sufficient volunteers and Professional Employees who have agreed to on-call arrangements, working on-call may be required subject to:
 - (i) operational requirements;
 - (ii) the current work arrangements of the affected Professional Employees (being those Professional Employees who are required to work on-call);
 - (iii) the personal circumstances of the affected Professional Employees; and
 - (iv) to the extent possible, an even distribution of on-call responsibilities across the affected Professional Employees.
- (v) Whilst on-call, an ITDS Professional Employee must be able to return home or attend work on short notice to carry out any required work. Should the Employee not be available to carry out the required work, the allowance will not be paid.
- (w) An ITDS Professional Employee who is rostered to be on-call will be paid an allowance equal to 20% of their normal Base Rate of Pay for each hour that they are on-call.
- (x) Where an ITDS Professional Employee is able to rectify a fault remotely and their log-in time is less than 30 minutes, the Professional Employee will not receive an overtime payment in respect of the work.
- (y) Where an ITDS Professional Employee is able to rectify a fault remotely and their log-in time is thirty minutes or more, the overtime provisions prescribed in clause 52: Hours of Work will apply.
- (z) Where necessary, the University will provide the ITDS Professional Employee with an appropriate on-call kit, which may include suitable transport arrangements and suitable means of communication.



18. LONG SERVICE LEAVE

- (aa) Long service leave accrues in accordance with the *Long Service Leave Act 1955* (NSW).
- (bb) Except as provided for in legislation, casual Employees are not entitled to long service leave.

18.1 Entitlement

- (cc) The University provides the following long service leave entitlements;
 - (i) after 10 years of continuous service – 3 months at the Employee's Base Rate of Pay;
 - (ii) after 15 years of continuous service – 4.5 months at the Employee's Base Rate of Pay;
 - (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.
- (dd) Long service leave may be taken at half pay on conditions set by the University.
- (ee) An Employee who has completed 5 years (but less than 10 years) of service is entitled to a pro-rata long service leave payment if:
 - (i) the Employee resigns as a result of illness, incapacity, domestic or other pressing necessity; or
 - (ii) the Employee is dismissed for any reason except serious misconduct; or
 - (iii) the Employee dies; or
 - (iv) the Employee's contract is not renewed after the completion of a second or subsequent period of fixed-term employment, where the Employee seeks to continue their employment.

18.2 Recognition of prior long service leave credits

- (ff) The University may recognise long service leave accruals for prior service with other publicly funded Australian universities that recognise portability of long service leave credits, subject to the following conditions:
 - (i) the maximum accrual that will be recognised 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;
 - (iii) if the Employee has taken long service leave with their former employer, they will not be entitled to long service leave for the period of service for which leave has been taken, however this period of



service will be included as qualifying service for determining 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 credits 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; and
- (v) an Employee will be required to serve at least 5 years with the University before taking long service leave that is recognised, or being paid in lieu on termination of employment.

18.3 Recognition of casual service

For the purposes of this **clause 18**, the University will recognise an ongoing or fixed-term Employee's prior casual service with the University, provided the casual service was:

- (gg) performed on a regular and systematic basis;
- (hh) for a minimum period of 12 months without a break of more than 2 months on any single occasion; and
- (ii) immediately in conjunction with the period of ongoing or fixed-term employment.

18.4 Calculating service for long service leave purposes

In calculating service to establish long-service leave entitlements:

- (jj) any period of leave without pay will not count as service, except for any period of leave without pay of up to 6 months will count towards service after an Employee has completed 10 years or more continuous service;
- (kk) any period of leave for service with the Australian Defence Force will count as service;
- (ll) any period of casual employment with the University will not count towards service, except as provided for in **clause 18.4**.

18.5 Taking long service leave

- (mm) An Employee must apply for long service leave 6 months in advance, unless a shorter period is agreed by the University. The University may refuse an application to take long service leave based on the operational requirements of the relevant School or work unit.
- (nn) The University may direct an Employee with more than 4.5 months' accrued long service leave to take some or all of their long service leave by providing 6 months' written notice.



22. JURY DUTY AND WITNESSES

- (oo) This clause does not apply to Casual Employees.

22.1 Jury duty

- (pp) If an Employee is required to attend jury duty during their ordinary hours of work, they must:
- (i) notify the University as soon as possible of when they are required; and
 - (ii) provide the University with proof of their attendance.
- (qq) Subject to compliance with **subclause 22.1(a)**, the Employee's Salary will continue to be paid whilst the Employee is on jury duty, however the Employee will be required to refund to the University any other payment they receive for attending jury duty with the exception of payments for meals, accommodation, and/or travel expenses.

22.2 Witnesses

- (a) If an Employee is called to give evidence as a witness during their ordinary hours of work, they must notify the University as soon as possible of their absence from work.
- (b) Subject to compliance with **subclause 22.2(a)**, the Employee's Salary will continue to be paid whilst the Employee is attending as a witness, however the Employee will be required to refund to the University any other payment they receive for attending with the exception of payments for meals, accommodation, and/or travel expenses.
- (c) An Employee who is required to give evidence as a witness on behalf of the University, or in proceedings related to the University, will be regarded as being on duty and will not receive witness fees.



23. AUSTRALIAN DEFENCE FORCE RESERVES TRAINING LEAVE

- (d) An ongoing or fixed-term Employee who serves in the Australian Defence Force Reserves will be granted leave in each calendar year of:
 - (i) up to 16 calendar days on full pay for annual training;
 - (ii) up to 16 calendar days on full pay for attendance at a school, class or course of instruction; and
 - (iii) up to 4 additional calendar days, if the Commanding Officer of a unit of the Reserves in which an Employee serves, certifies in writing that it is necessary for the Employee to attend obligatory training.
- (e) If in the opinion of the University it would not be in the University's interest to grant an Employee leave at a particular time, the University will grant leave at another time.
- (f) If an Employee is required to take additional leave for Defence Force Reserves purposes, the Employee will be placed on annual leave, long service leave or leave without pay.



24. EMERGENCY SERVICES CALL OUT LEAVE

- (a) Any Employee who is a member of a voluntary Emergency Services organisation which is an accredited organisation defined within the State Emergency and Rescue Management Act 1989 (NSW) as amended to assist in firefighting or other forms of emergency assistance may be granted paid leave during an emergency declared by authority of the State Emergency Service Act 1989 (NSW).
- (b) Reasonable paid leave may also be granted to undertake training required by the accredited organisation.
- (c) To be eligible for paid leave under this clause, an Employee must provide their Supervisor with evidence they were required to attend relevant training or required to attend an emergency situation.
- (d) Where practicable, an Employee should inform their Supervisor as soon as possible of their absence from work because they have been called to attend an emergency under the State Emergency Service Act 1989 (NSW).



27. PUBLIC HOLIDAYS

- (e) An Employee, other than a casual Employee, will be entitled to the following paid public holidays:

New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day; any other day or part day declared or prescribed by or under a law of New South Wales in that part of the State at or from which the Employee performs work; and a day between Christmas Day and New Year's Day in lieu of the Bank Holiday.

- (f) If a public holiday occurs on a rostered day off of an Employee who works according to a roster and they do not work on that day, they will be entitled to an additional day's leave to be taken at a time agreed between the Employee and their Supervisor. Instead of granting an additional day's leave the University may pay the Employee an additional day's pay at their Base Rate of Pay.



39. TERMINATION OF EMPLOYMENT

39.1 Notice of termination – ongoing and casual employees

- (g) The University may terminate the employment of an ongoing Employee with notice of termination or payment in lieu.
- (h) Notice will be the greater of the notice in the employee's contract of employment or:

Period of continuous service	Period of Notice
1 year or less	1 week
More than 1 year and up to 3 years	2 weeks
More than 3 years and up to 5 years	3 weeks
More than 5 years	4 weeks

- (i) 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.
- (j) The University may terminate the employment of an Employee without notice, or payment in lieu of notice, for serious misconduct.
- (k) Casual Employees may have their employment terminated by the University on 1 weeks' notice, or payment in lieu of notice.
- (l) The notice periods provided for in this **clause 39.1** do not apply to termination on the ground of redundancy.

39.2 Notice of Termination – Fixed –Term Employees

- (m) The University will provide a fixed-term Employee, except an Employee engaged as a replacement Employee or on a pre-retirement contract or for employment subsidiary to studentship, written notice of the University's intention to renew or not to renew their contract.
- (n) Notice will be given within the period of the contract otherwise payment will be made in lieu of notice.
- (o) Notice will be the greater of the notice in the Employee's contract of employment or:



Period of continuous service	Period of Notice
Less than 3 years	2 weeks
3 years or more and up to 5 years	3 weeks
5 years or more	4 weeks

- (p) 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.
- (q) 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;
 - (ii) gives notice to the Employee at the earliest practicable date thereafter.
- (r) The University is not required to give notice or pay in lieu of notice if the Employee is found to have engaged in serious misconduct.

39.3 Resignation

An Employee who wishes to resign must give the University at least 2 weeks' written notice or such longer period as is specified in their contract of employment, unless the Employee and the University agree otherwise.

39.4 Recovery of overpayments

On termination of employment for any reason, the University will be entitled to deduct money owed by the Employee to the University, from any money owed by the University to the Employee, except for money owed in lieu of annual leave.



40. FIXED-TERM EMPLOYEES SEVERANCE PAY

40.1 Fixed-term employment for a specified task or project of limited duration, or research only

- (s) A fixed-term Employee employed for a specific task or project of limited duration, or for research only functions, whose contract of employment is not renewed in circumstances where the Employee seeks to continue the employment, will be entitled to a severance payment if:
 - (i) the Employee is employed on a second or subsequent fixed-term contract and the same or substantially similar duties are no longer required by the University; or
 - (ii) the duties continue to be required but another person has been appointed or is to be appointed.
- (t) The severance payment for fixed-term Employee covered by **subclause 40.1(a)** will be calculated on the basis of 3 weeks' pay for each completed year of continuous service.

40.2 Other fixed-term Employees

- (u) A fixed-term Employee who is not employed on one of the contracts described in **subclause 40.1(a)** and whose second or subsequent contract of employment is not renewed in circumstances where the Employee seeks to continue their employment will be entitled to a severance payment provided that:
 - (i) the same or substantially similar duties are no longer required by the University; or
 - (ii) the duties continue to be required but another person has been appointed or is to be appointed.
- (v) The severance payment for fixed-term Employees covered by **subclause 40.2(a)** is as follows:

Period of continuous service	Severance payment
Less than 2 years	No payment
2 years but less than 5 years	2 weeks
3 years or more	2 weeks per completed year of service

40.3 Offer of further employment

- (w) If the University advises a fixed-term Employee in writing that further employment may be offered within 6 weeks of the end of fixed-term employment, the University may defer payment of severance benefits under this



clause 40 for a maximum period of 4 weeks from the end of fixed-term employment.

- (x) A fixed term Employee who is offered suitable alternative employment shall not be eligible for severance pay, whether such offer is accepted or not.

40.4 Exclusion from entitlement to severance pay

- (y) No severance payments will be made if the Employee is:
 - (i) a student of the University;
 - (ii) a genuine retiree;
 - (iii) on a pre-retirement or performance based contract; or
 - (iv) a temporary replacement to fill approved absences or short term vacancies which are subject to recruitment action.



64. CLOTHING AND SAFETY EQUIPMENT

- (z) The University will provide any uniform or protective clothing the University requires a Professional Employee to wear and may either maintain, launder, dry-clean or replace it, or pay the Employee an allowance instead.
- (aa) The allowances specified in **Schedule XX** will apply.
- (bb) The allowances in **Schedule XX** are calculated on the basis of the average number of shifts a year divided by 26 pay periods, and will be paid in regular fortnightly instalments.
- (cc) The University will supply all safety equipment required to be provided by law, for example gloves, masks, goggles, helmets, steel-capped boots and safety shoes.
- (dd) A Professional Employee must wear clothing or safety equipment provided by the University whilst performing the duties for which it has been provided.
- (ee) Any clothing that is provided by the University will remain the property of the University and must be returned by the Professional Employee at the end of their employment with the University.



29. COMPENSATION FOR LOSS OR DAMAGE TO PERSONAL PROPERTY

- (ff) The University will compensate an Employee for damage to their personal property if the damage is caused by:
 - (i) the negligence of the University, another Employee, or both, in performing their duties;
 - (ii) a defect in the University's materials or equipment; or
 - (iii) an Employee protecting or attempting to protect the University's property from loss or damage.
- (gg) Personal property includes, but is not limited to, an Employee's clothes, spectacles, hearing aid or tools of trade, which are necessary for the Employee to perform their duties.
- (hh) The University, in consultation with the Employee, may take into account the age and serviceability of the item or garment when determining the amount of compensation payable.
- (ii) This clause will not apply when an employee is entitled to compensation for the loss or damage under the Workers Compensation Act 1987 (NSW).



44. INTELLECTUAL FREEDOM

- (jj) The University recognises that intellectual freedom is an essential part of University employment and is therefore committed to act in a manner consistent with the protection and promotion of intellectual freedom within the University, including the right of an Academic Employee:
 - (i) to pursue critical and open inquiry and to freely discuss, teach, assess, develop curricula, publish and research;
 - (ii) to participate in public debates and to express opinions about issues and ideas related to their discipline area and professional expertise;
 - (iii) to participate in professional and representative bodies, including unions and decision making processes and governance roles within the University, and to engage in community service without fear of harassment, intimidation or unfair treatment; and
 - (iv) to express unpopular or controversial views but this does not mean the right to harass, vilify, denigrate or intimidate.
- (kk) An Academic Employee will not represent their individual opinions as being those of the University.



5. POLICY

- (ll) 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.
- (mm) 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.



Agenda item 3B: Proposed clauses requiring simplification

3. APPLICATION

This Agreement covers and applies to:

- (a) all Employees of the University employed in the classifications set out in **Schedule X and Schedule X**, other than those Employees holding the positions of Vice-Chancellor, Deputy Vice-Chancellor, Vice-President, Pro Vice-Chancellor, Dean, Deputy Dean, Director or equivalent senior manager position who reports to a member of the Executive; and
- (b) the University.



COVERAGE OF THE AGREEMENT

Clause 5 of the current EA agreements.

This clause has been deleted from the proposed EA as it is covered by the ACT



7. INDIVIDUAL FLEXIBILITY ARRANGEMENTS

- (a) 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.
- (b) The University and the individual Employee must genuinely agree to the individual flexibility arrangement without coercion or duress.
- (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
 - (iv) do not result in the Employee being provided with any payment or benefit that is inconsistent with the NES under the Act.
- (d) The University must ensure that the individual flexibility arrangement:
 - (i) is in writing; and
 - (ii) includes the name of the employer and Employee; and
 - (iii) is signed by the employer and Employee, and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
 - (iv) includes details of:
 - A. the terms of this Agreement that will be varied by the arrangement; and
 - B. how the arrangement will vary the effect of the terms; and
 - C. how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (v) states the day on which the arrangement commences.
- (e) The University must give the Employee a copy of the individual flexibility arrangement within 14 days of the arrangement being agreed.
- (f) 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.



- (g) The University acknowledges that various working arrangements help to achieve the best possible match between the interests of the University and those of an individual Employee. In this regard, the University recognises the desires of an Employee to balance personal and work commitments.



AVAILABILITY OF THE AGREEMENT

Clause 9 of the current EA agreements.

This clause has been deleted from the proposed EA.



TERMS OF ENGAGEMENT

Clause 12 of the current EA agreements.

This clause has been deleted from the proposed EA.



SUPERVISION

Clause 15 of the current Academic Staff EA.

This clause has been moved to clause 4 (Definitions).



14. SALARY PACKAGING

- (a) The University and an ongoing or fixed-term Employee may agree to salary packaging, which means that the University will reduce the Employee's Salary under this Agreement in lieu of non-cash pre-tax benefits.
- (b) Any salary packaging arrangements must be consistent with University policy.
- (c) A salary packaging agreement can be terminated with the giving of 8 weeks' written notice by either the Employee or the University.



32. CAREER PLANNING AND DEVELOPMENT

- (a) Career planning and development is managed in accordance with University policy.
- (b) As part of the career planning and development process, all Employees, unless they are a fixed-term Employee engaged for a period of less than 6 months, will have an individual performance agreement in place. The performance agreement will be managed in accordance with University policy.



FLEXIBLE WORK PROVISIONS

Clause 25 of the current Academic Staff EA.

Clause 30 in the current Professional Staff EA.

This clause has been deleted from the proposed EA.



12. RIGHT TO REQUEST FLEXIBLE WORKING ARRANGEMENTS

- (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 accordance with the Act.
- (c) Flexible working arrangements may include, but are not restricted 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;
 - (vi) leave without pay; and
 - (vii) remote working arrangements.
- (d) 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.
- (e) The University will give genuine consideration to a request for flexible working arrangements.
- (f) The University will, respond to a request for flexible working arrangements in writing within 21 days and advise the Employee whether the request has been approved or refused. If the request is refused, the University may provide a summary of reasons for the refusal.
- (g) The University may refuse a request for flexible working arrangements only on reasonable business grounds.
- (h) 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.



55. FLEXTIME

Professional Employees (except those on a roster arrangement) may access flex-time arrangements in accordance with University policy. The University will administer these arrangements in a way which meets the University's operational requirements. Where possible, the University will take into consideration the individual needs of eligible Employees.



16. ANNUAL LEAVE

16.1 Entitlement

- (a) Employees (other than casual Employees) are entitled to 4 weeks of annual leave per year of service, accrued on a daily basis.
- (b) A Professional Employee who works according to a roster that covers every day of the year is entitled to an additional one week of annual leave per year of service, accrued on a daily basis.

16.2 Taking annual leave

- (a) Annual leave will be taken at times agreed between the University and the Employee, subject to this clause.
- (b) During each calendar year, an Employee must take at least 15 days of annual leave in any approved pattern, unless the Employee has insufficient leave credits. The University may defer this requirement on a case-by-case basis, at its absolute discretion.
- (c) If an Employee has accrued more than 30 days of annual leave, the University may direct the Employee to take annual leave in writing.

16.3 Christmas shut down

- (a) If the University shuts down in the week of 25 December and the week of 1 January, the University may direct an Employee to take annual leave on the working days during the shut-down, other than days that are:
 - (i) Public holidays; and/or
 - (ii) Concessional Days.



19. PERSONAL LEAVE

19.1 Entitlement

- (a) For the purposes of this clause 19, “**Immediate Family**” means:
 - (i) a spouse or former spouse of the Employee, a de facto spouse, or former de facto spouse (including partners of the same sex);
 - (ii) a child or an adult child (including an adopted or foster child, a stepchild or an ex-nuptial child), parent, parent-in-law, grandparent, grandchild or sibling of the Employee or the Employee’s spouse or de facto spouse; or
 - (iii) a member of the Employee’s household.
- (b) An Employee (other than a casual Employee) is entitled to up to 6 days’ personal leave without loss of pay in any 12 month period and may also use 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 member of their Immediate Family who requires care or support due to personal illness or injury or an unexpected emergency; or
 - (iii) on account of the death of a member of their Immediate Family.
- (c) An Aboriginal and Torres Strait Islander Peoples Employee, other than a casual Employee, is entitled to up to 5 days’ paid leave in any 12 month period to participate in cultural/ceremonial activities.
- (d) An Aboriginal and Torres Strait Islander Peoples Employee, other than a casual Employee, is entitled to up to a maximum of 10 days’ unpaid leave in any 12 month period for the purpose of fulfilling cultural/ceremonial obligations.
- (e) 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 an application for flexible hours of work.

19.2 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 and within 5 days of commencing the personal leave; 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.
- (c) An Employee who fails to provide the required notice and evidence to the University will not be entitled to paid personal leave.



20. SICK LEAVE

20.1 Entitlement

- (a) This clause does not apply to casual Employees.
- (b) An Employee will accrue paid sick leave on a daily basis at the rate of 15 days a year. Untaken paid sick leave will accumulate from year to year. An Employee engaged part-time will accrue sick leave entitlements on a pro rata basis.
- (c) An Employee is entitled to take sick leave in accordance with this clause if the Employee:
 - (i) is unable to work because of personal illness or injury; or
 - (ii) requires leave in order to attend a Medical Appointment during the Employee's working hours and provides, as soon as reasonably practicable after attending the Medical Appointment, proof of attendance; and
 - (iii) is not receiving workers' compensation benefits for that illness or injury, or attendance.
- (d) If an Employee has exhausted all paid sick leave entitlements, they may use part or all of their accrued annual leave or long service leave entitlement.

20.2 Notice requirements for sick leave

An Employee must give notice to the University of the Employee's intention to take sick leave. Such notice:

- (a) must be given to the University as soon as practicable and within 5 days of commencing the period of sick leave; and
- (b) must advise the University of the period, or expected period, of the leave.

20.3 Evidence Requirements - Personal illness or injury

In respect of **subclause 20(a)(i)**, an Employee must provide the University with a medical certificate which states they are unfit for work;

- (a) for all periods of sick leave taken in their first 3 months of service; and
- (b) when the Employee is absent for more than 3 consecutive working days.

20.4 Evidence Requirements – Medical Appointments

In respect of **subclause 20(a)(ii)**, an Employee must provide proof of attendance at a Medical Appointment, to the satisfaction of the University.

20.5 Evidence Requirements – Absences totalling 5 days or more

If an Employee is absent in any 12 month period due to:



- (a) illness or injury;
- (b) attendance at a Medical Appointment; or
- (c) a combination of both,

for a total of more than 5 occasions of one day or more without a medical certificate or proof of attendance, the University may notify the Employee that they must produce a medical certificate or proof of attendance for all such absences for the next 12 months following the date of notification.

20.6 Unpaid sick leave

If an Employee is unfit to return to work after all paid leave has been exhausted the Employee will be placed on unpaid sick leave, unless the University decides to grant additional paid sick leave. The Employee must provide the University with a medical certificate which states they are unfit for work. Periods of unpaid sick leave will count as service for all purposes.



25. LEAVE WITHOUT PAY

- (a) An Employee, except a casual Employee, may apply for leave without pay if they have completed at least 18 months' full-time Continuous Service with the University. The University may waive this qualifying period in cases of pressing personal or domestic hardship.
- (b) The maximum period of leave without pay that may be granted is 12 months. The University may extend this for a further period of 12 months in special circumstances.
- (c) Leave without pay may not be granted if it will unduly disrupt the operation of the Employee's work unit.
- (d) An Employee must not use leave without pay to explore employment opportunities outside the University, and will be expected to return to work at the conclusion of their leave.
- (e) An Employee must notify the University of any change in the circumstances for which leave without pay was granted, in which case the University may require the Employee to return to work by providing the Employee with at least 4 weeks' written notice. The Employee will not, however, have an automatic right to return to work prior to the conclusion of the agreed period of leave without pay.
- (f) Leave without pay of more than 5 days (except for service with the Australian Defence Force Reserves) does not count as service for the accrual of annual or sick



37. MANAGING CHANGE

37.1 Consultation on Organisational Change

The University will consult with Employees directly affected by proposed significant organisational change, including those Employees on leave or secondment.

37.2 Terms used in this clause

- (a) Employees are **directly affected** if the change is likely to have a significant impact on their work practices, working conditions and/or employment prospects;
- (b) **Significant organisational change** may involve outcomes of the same level of consequence as, but not limited to:
 - (i) termination of employment (including redundancy);
 - (ii) changes to the composition or size of the workforce;
 - (iii) restructuring of work units, including closure of a University work unit/s;
 - (iv) introduction of significant technological change;
 - (v) changes to course or unit offerings which change the staffing profile required to teach and/or support the delivery of the course or unit or will significantly impact upon the workload of staff;
 - (vi) significant changes to work practices, core duties and times and/or hours of operation of directly affected Employees' work units;
 - (vii) relocating directly affected Employees to another campus;
 - (viii) the outsourcing of work currently being performed by directly affected Employees;
 - (ix) a significant reduction in employment or significant adverse impact on employment opportunities (including redeployment);
 - (x) outsourcing.

The process of academic planning, including decisions on the academic offerings of the University, do not require consultation under the operation of this clause unless a decision taken as part of academic planning leads to a proposal for significant change.

- (c) **Consultation** means:
 - (i) the sharing of relevant information with employees and their Representatives;
 - (ii) directly affected Employees being given the opportunity to express their views and to contribute in a timely fashion; and



- (iii) the views of directly affected Employees and the Unions being valued and taken into account by the University.

37.3 Representation

A directly affected Employee may choose to appoint a Representative for the purposes of this clause.

37.4 Step 1 – discussions before a change proposal is developed

If issues that may lead to change arise, the University will discuss these with any directly affected Employees before developing a change proposal. The University may make an issues paper available to directly affected Employees prior to the release of a formal change proposal.

37.5 Step 2 – Developing a change proposal

- (a) The University will develop a written change proposal using the following template if significant organisational change is proposed.
- (b) A change proposal will cover:
 - (i) type and nature of change;
 - (ii) reason(s) for the change, including any financial reason(s);
 - (iii) current staffing profile and/or current location;
 - (iv) proposed staffing profile, and proposed location changes;
 - (v) impact on Employees and their work in the affected work unit;
 - (vi) evidence to support a case for outsourcing;
 - (vii) any impact on Employees in another work unit;
 - (viii) any health and safety implications;
 - (ix) any equity implications;
 - (x) financial impact; and
 - (xi) proposed implementation plan, including indicative timeframes and any transitional arrangements.
- (c) A change proposal will be sent to all directly affected Employees and Representatives of directly affected Employees, including those on leave or secondment, allowing at least 2 weeks for feedback.
- (d) As soon as practicable after the release of a change proposal, the University will consult with all directly affected Employees and the relevant Union/s. Where practicable, consultation will take the form of face to face meetings.
- (e) Following consultation and taking into account feedback from directly affected Employees, the University will finalise the change proposal.



37.6 Step 3 – Consultation on implementation of the final change plan

- (a) The University will distribute the approved final change plan to all directly affected Employees before implementing any significant change.
- (b) The University will consult with directly affected Employees and the Union about the process of implementing the change plan, including any measures that could be taken to mitigate any negative consequences for directly affected employees.



JOB SECURITY AND OUTSOURCING

Clause 39 of the current Academic Staff EA.

Clause 45 in the current Professional Staff EA.

This clause has been deleted from the proposed EA.



38. REDUNDANCY AND REDEPLOYMENT

38.1 Displaced Employees

- (a) Organisational change may result in an ongoing Employee being displaced because the Employee's position has become, or is likely to become, excess to the University's requirements for reasons of an economic, technological, structural, or similar nature, in which case the procedures set out in this **clause 38** will apply. This clause does not apply to casual Employees or fixed-term Employees.
- (b) The University will advise the affected Employee(s) in writing and provide the Employee(s) will access to calculations of estimated redundancy entitlements.

38.2 Consideration period

- (c) The University will give a displaced Employee a period of 10 days to:
 - (i) elect in writing to be considered for redeployment; or
 - (ii) express an interest in voluntary redundancy.
- (d) If a displaced Employee does not make an election within the required timeframe, the University may proceed directly to involuntary redundancy.

38.3 Redeployment

- (a) This **clause 38.3** applies if a displaced Employee has elected to be considered for redeployment.

Redeployment period

- (b) For 12 weeks from the date that a displaced Employee elects to be redeployed, the University will try to identify a suitable position for redeployment (the **redemption period**). A longer or shorter redeployment period may be agreed to by the University.
- (c) A displaced Employee who elects redeployment and who:
 - (i) is displaced through a decision by the University to outsource the work; and
 - (ii) is aged 45 years or over, or has in excess of 15 years of Continuous Service with the University,will be entitled an additional 4 week redeployment period, unless the Employee elects to waive the additional 4 week period.
- (d) During the redeployment period a displaced Employee:
 - (i) may continue to work in their own work unit, and/or work temporarily in another work unit, and/or undertake training;



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

Offers of redeployment

- (e) A displaced Employee who elects redeployment must not refuse a reasonable offer of redeployment or training. This does not mean that the Employee will be required to accept redeployment to a position at a lower salary level or at reduced hours.
- (f) If there is more than one displaced Employee being considered for a position, the University will decide which one best meets the position requirements based on their skills, qualifications and experience.

Salary maintenance

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

Training during the redeployment period

- (h) A displaced Employee seeking redeployment may also seek retraining to enable them to be redeployed to a specified position within the University, provided that training is completed prior to the end of the redeployment period.

Redundancy where displaced Employee is not redeployed

- (i) If at the end of the redeployment period a displaced Employee is not redeployed, the University will proceed to provide the Employee with notice that their employment will be terminated on the grounds of redundancy.
- (j) The Employee will be entitled to redundancy payments as follows:
 - (i) payment for notice of termination, equal to 8 weeks at their Base Rate of Pay; and
 - (ii) payment equal to 3 weeks at their Base Rate of Pay for each completed year of Continuous Service up to a maximum of 60 weeks.
- (k) If the Employee was displaced as a result of outsourcing, the following entitlements will apply:
 - (i) payment equal to 8 weeks at their Base Rate of Pay. This payment will be increased to payment equal to 10 weeks at their Base Rate of Pay if the Employee is aged 45 years or older, or has in excess of 15 years of Continuous Service with the University; and
 - (ii) payment equal to 4 weeks at their Base Rate of Pay for each completed year of Continuous Service up to a maximum of 60 weeks.



38.4 Voluntary redundancy

- (a) If the University accepts an expression of interest in voluntary redundancy the University may provide the displaced Employee with notice that their employment will be terminated on the grounds of redundancy. The Employee will be entitled to:
- (i) notice payment equal to 20 weeks at their Base Rate of Pay; and
 - (ii) a redundancy payment equal to:
 - A. 3 weeks at their Base Rate of Pay for each completed year of continuous service to a maximum of 60 weeks; or
 - B. where the Employee is displaced as a result of outsourcing — 4 weeks at their Base Rate of Pay for each completed year of Continuous Service to a maximum of 60 weeks.
- (b) If the University does not accept a displaced Employee's expression of interest in voluntary redundancy, the Employee will be given a further 5 days to consider an election for redeployment. If no election for redeployment is made, the University may proceed to involuntary redundancy.

38.5 Involuntary redundancy

- (a) This clause only applies where:
- (i) a displaced Employee has not made an election under **clause 38.2** for redeployment, or expressed an interest for voluntary redundancy, within the specified consideration period; or
 - (ii) a displaced Employee has expressed an interest in voluntary redundancy, but the University has not accepted the expression of interest.
- (b) The University may proceed to provide the Employee with notice that their employment is terminated on the grounds of redundancy. The Employee will be entitled to:
- (iii) payment for notice of termination, equal to 8 weeks at their Base Rate of Pay; and
 - (iv) payment equal to 3 weeks at their Base Rate of Pay for each completed year of Continuous Service up to a maximum of 60 weeks.
- (c) If the Employee was displaced as a result of outsourcing, the following entitlements will apply in lieu of the entitlements described in **subclause 38.5(b)**:
- (iii) payment equal to 8 weeks at their Base Rate of Pay. This payment will be increased to payment equal to 10 weeks at their Base Rate of Pay if the Employee is aged 45 years or older, or has in excess of 15 years of Continuous Service with the University; and



- (iv) payment equal to 4 weeks at their Base Rate of Pay for each completed year of Continuous Service up to a maximum of 60 weeks.