Note: This Agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the Agreement and a copy of it can be found at the end of this Agreement.
UNIVERSITY OF WESTERN SYDNEY
ACADEMIC STAFF AGREEMENT 2014

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University of Western Sydney Academic Staff Agreement 2014

PART A: OPERATION OF THE AGREEMENT

1. AGREEMENT TITLE

1.1 This Agreement is called the University of Western Sydney Academic Staff Agreement 2014.

2. DEFINITIONS

2.1 In this Agreement:

(a) “Aboriginal and Torres Strait Islander Peoples” means a person of Aboriginal or Torres Strait Island descent who identifies as an Aboriginal or Torres Strait Islander person and is accepted as such by their Aboriginal or Torres Strait Islander community;

(b) “Act” means the *Fair Work Act 2009 (Cth)* as amended from time to time;

(c) “Agreement” means the University of Western Sydney Academic Staff Agreement 2014;

(d) “Base Rate of Pay” means the hourly/weekly/fortnightly equivalent of an ongoing or fixed-term Employee’s Salary plus any annualised salary loading;

(e) “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;

(f) “Continuous Service”, other than in clause 28: Long Service Leave, means continuous service with the University, the former member institutions of the University, service recognised at the time by predecessors to the University and service in an entity of the University in which the University has more than a 50 per cent controlled interest;

(g) “Employee” means an academic staff member of the University who may be employed on an ongoing, fixed-term or casual basis;

(h) “Employment Executive Member” means the University Executive member responsible for employment or the Employment Executive Member’s nominee;

(i) “Medical Appointment” means a reservation for an Employee to receive advice, assessment or treatment from a Registered Health Practitioner;

(j) “NES” means the National Employment Standards contained in sections 59 to 131 of the Act, as varied or replaced from time to time;

(k) “Nominal Expiry Date” means 31 January 2017;

(l) “Outsourcing” means replacing the work specifically and directly performed by an existing ongoing or fixed term Employee at the time of the making of this Agreement, with a contract for service or work by someone who is not an ongoing or fixed-term Employee;

(m) “Parties” means the Employees, the University and the National Tertiary Education Industry Union (NTEU);

(n) “Representative” means a person including an official of the relevant Union, nominated by an Employee to provide support and/or to make representations to the University on their behalf, and who is not a currently practicing solicitor or barrister in private practice;
"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);

“Salary” means the relevant salary level and step as set out in Schedule 1: for an Employee whose position is classified Level A to E or the identified salary component as specified in their letter of appointment for an Employee whose position is above Level E;

“Supervisor” means the person nominated by the University to whom an Employee reports, whether directly or indirectly;

"TFR" means Teaching Focused Role;

“Union” means the National Tertiary Education Industry Union (NTEU); and

“University” means the University of Western Sydney defined in and operating under the University of Western Sydney Act 1997 (NSW) as amended.

3. TERM OF THE AGREEMENT

This Agreement commences 7 days after the date on which it is approved by the Fair Work Commission and will remain in effect until the Nominal Expiry Date of 31 January 2017.

4. APPLICATION OF THE AGREEMENT

4.1 This Agreement wholly displaces and operates to the exclusion of all Awards and all other Agreements which would otherwise apply to Employees whose employment is regulated by the provisions of this Agreement, except for the NES. This Agreement rescinds and replaces the University of Western Sydney Academic Staff Agreement 2009-2012.

4.2 The Agreement applies to and is binding according to its terms on all parties to this Agreement, with the exception of those Employees holding the positions of Vice-Chancellor, Deputy Vice-Chancellor, Pro Vice-Chancellor, Dean and Deputy Dean.

4.3 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.

5. COVERAGE OF THE AGREEMENT

5.1 This Agreement covers and is binding upon:

(a) all Employees employed by the University in the classifications set out in Schedule 4 of this Agreement, subject to subclause 4.2;

(b) the Union (NTEU); and

(c) the University.

6. INDIVIDUAL FLEXIBILITY ARRANGEMENTS

6.1 Notwithstanding any other provision of this Agreement, the University and an individual Employee may agree to vary the effect of certain terms of this Agreement to meet the genuine needs of the University and the Employee. The matters in respect of which an individual flexibility arrangement may be made are as follows:
(a) the taking of purchased annual leave of up to 4 weeks per year in addition to the annual leave provided for in clause 27: Annual Leave;

(b) the taking of additional leave without pay consequent upon the birth or adoption of a child in addition to the leave provided for in clause 31: Parental Leave;

(c) accelerated leave arrangements for the taking of annual leave in circumstances where an Employee’s annual leave balance exceeds 60 days, provided that:

(i) the annual leave taken pursuant to the arrangement is taken at a rate greater than the Employee’s ordinary pay, but no higher than double pay, with a commensurate reduction in the Employee’s annual leave balance;

(ii) the Employee’s annual leave balance cannot be reduced to less than 30 days;

(iii) the Employee has not already entered into an accelerated leave arrangement during the term of this Agreement; and

(d) the cashing out of an annual leave balance of more than 60 days to reduce the balance to not less than 30 days, provided that:

(i) the Employee has not already entered into a cashing out arrangement during the term of this Agreement; and

(ii) the Employee takes and the University grants a minimum of 10 days annual leave within 3 months of the cashing out.

6.2 The University and the individual Employee must genuinely agree to the individual flexibility arrangement without coercion or duress.

6.3 The University must ensure that the terms of the individual flexibility arrangement:

(a) are about permitted matters under section 172 of the Act;

(b) are not unlawful terms under section 194 of the Act;

(c) result in the Employee being better off overall than the Employee would be if no arrangement was made; and

(d) do not result in the Employee being provided with any payment or benefit that is inconsistent with the NES under the Act.

6.4 The University must ensure that the individual flexibility arrangement:

(a) is in writing;

(b) includes the name of the employer and the Employee;

(c) is signed by the employer and the Employee and, if the Employee is under 18 years of age, signed by a parent or guardian of the Employee;

(d) includes details of:

(i) the terms of this Agreement that will be varied by the arrangement;

(ii) how the arrangement will vary the effect of the terms; and
(iii) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and

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

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

6.6 The University or Employee may terminate the individual flexibility arrangement:

(a) by giving no more than 28 days’ written notice to the other party to the arrangement; or

(b) if the University and Employee agree in writing – at any time.

7. IMPLEMENTATION COMMITTEE

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

7.2 The Implementation Committee will comprise:

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

(b) 1 representative nominated by the Union; and

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

7.3 The Implementation Committee will:

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

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

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

7.4 The Implementation Committee will:

(a) meet at least once every quarter; and

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

7.5 The University will keep and distribute minutes of meetings.

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

8. RENEGOTIATION OF THE AGREEMENT

8.1 The University and the Union agree that the expeditious negotiation of a replacement Agreement is in the interests of the University and its Employees.

8.2 The Parties will meet no later than 6 months prior to the Nominal Expiry Date to discuss and arrange a schedule of regular meetings in order to commence the renegotiation of a replacement
agreement. In this period the parties will aim to exchange logs of claim, determine resourcing, and establish a schedule of meetings for the following 6 months.

8.3 Substitute arrangements from those set out above regarding the renegotiation of a new agreement may be made by written agreement between the University and the Union.

8.4 The Parties in negotiation will be guided by and adhere to the principles of good faith bargaining as required by the Act.

9. AVAILABILITY OF THE AGREEMENT

A copy of this Agreement will be available on the University website and a printed copy will be provided on request to any Employee who does not have access to the University website.

10. NO EXTRA CLAIMS

10.1 During the term of this Agreement, the Parties will not pursue any further claims in relation to matters covered by this Agreement, except as provided for by this Agreement.

PART B: DISPUTE SETTLEMENT

11. DISPUTE SETTLEMENT

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

11.2 A dispute regarding:

(a) any matters arising under this Agreement; or
(b) the NES,

will be resolved using the procedures set out in this clause.

11.3 The dispute settlement procedures under this clause may be initiated by:

(a) an Employee;
(b) the Union; or
(c) the University,

as set out in this clause.

11.4 An Employee may be assisted or represented by a Representative, who may be an official of the Union, at any stage of the dispute settlement procedures set out in this clause.

11.5 With the exception of critical issues of work health and safety, normal work will continue while the procedures under this clause are being followed and no party to the dispute will take any action to aggravate a matter in dispute. Where a dispute relates to the termination of a fixed-term contract of employment due to expiry, termination of the contract will be deferred pending resolution of the dispute.
11.6 If an Employee has a dispute with the University, where practicable they should attempt to resolve the dispute informally through discussion with their Supervisor.

11.7 If an Employee has been unable to resolve a dispute informally, or where it is not practicable to resolve the dispute informally, the Employee may formally notify a dispute to their Supervisor and request a formal meeting with their Supervisor to attempt to resolve the dispute. This meeting must be held within 5 working days of the request being made, unless agreed otherwise.

11.8 A formal dispute notified under subclause 11.7 must:

(a) be in writing;

(b) state that the notification is being made under this clause;

(c) make reference to the clause(s) of this Agreement, or NES, in relation to which the dispute has arisen; and

(d) insofar as is possible, clearly state the nature of the dispute.

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

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

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

11.12 Should the dispute not be resolved by the processes referred to above, or if there is an identified urgent need to have the matter resolved, either party to the dispute may refer the dispute to the Fair Work Commission for conciliation and if necessary, arbitration.

11.13 The arbitrated decision of the Fair Work Commission will bind the parties to the dispute, subject to either party seeking leave to appeal against the arbitrated decision to the Full Bench if they believe there has been a significant error of fact or law.

11.14 Nothing in this clause prevents the parties from agreeing to refer an unresolved dispute to a third person or body other than the Fair Work Commission for resolution, in which case the parties agree to be bound by any recommendation to resolve the dispute that is made by that third person or body.
12. TERMS OF ENGAGEMENT

Information for Employees on Terms of Engagement

12.1 Employees will be provided with written confirmation of their employment category, classification, duties, hours of work, location, salary (or hourly rate in the case of casual employees), whether the position is full-time, part-time or casual and the name and position of their Supervisor. Employees will also be advised where further information on conditions of employment can be located.

12.2 Part-time Employees will also be notified of the percentage of the full-time load to be worked. Casual Employees additionally will be informed of the number of hours required or anticipated (where known), and the provisions relating to conversion to continuing or fixed-term employment and details regarding any accrual of long service leave in respect of casual service with the University.

12.3 This information will be provided on appointment and when changes occur. Employees will also receive fortnightly statements of details of salary payments including gross salary, tax and other deductions, superannuation, allowances, loadings and overtime payments. Such statements may be issued in electronic form provided that alternative arrangements will be made for employees for whom access to electronic statements is not readily available.

Payment of Salaries

12.4 An Employee will be paid their salary fortnightly by direct deposit into a recognised financial institution nominated by the Employee.

13. PROBATION

13.1 Employees other than casual staff may be engaged subject to a period of probation.

13.2 Probation will normally be for an initial period of not less than 2 years, however a shorter period may be fixed having regard to the nature of the position and the Employee’s performance in the role. In the event that concerns about an Employee’s performance are identified during this initial period, it may be extended provided that the total probationary period does not exceed 3 years.

13.3 An Employee’s probationary period may also be extended if the Employee has been absent from the workplace to such an extent that it has not been possible to assess the Employee’s performance during the initial probationary period.

13.4 A Supervisor will:

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

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

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

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

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

(a) performance and overall merit relative to the position classification standard of that level;
(b) the University’s standards of conduct; and
(c) progress toward the meeting of any special conditions in the letter of appointment.

13.7 The review will include discussion on progress against agreed expectations and development activities and will take into account any extenuating circumstances. If problems are identified, an agreed course of action will be developed and documented to assist the Employee to meet the requirements for confirmation of employment.

13.8 The Supervisor will prepare a report on the mid-point review. The Employee will be provided with a copy of the report and will be given reasonable opportunity to provide a response in writing. The Supervisor’s report and any response from the Employee will be forwarded to the Dean for assessment and endorsement.

Final Review

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

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

13.11 A Dean may decide to:

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

Extension of probationary period

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

Termination of employment

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

13.14 Within 2 months of the commencement of this Agreement, a panel of Chairs will be established by the University by agreement with the Union ("Panel"). Chairs appointed to the Panel will have relevant experience and be independent.

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

(a) a trained Employee of the University nominated by the University;

(b) a trained Employee of the University who is nominated by the staff representatives on the Implementation Committee; and

(c) an independent Chair selected from the Panel by the Vice-Chancellor.

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

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

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

13.17 A Probation Review Committee will consider a recommendation by the Dean to terminate employment together with any written response from the Employee and make a recommendation to the Employment Executive Member to:

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

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

(c) terminate employment.

13.18 Having considered the recommendation of a Probation Review Committee, the Employment Executive Member will decide to:

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

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

(c) terminate employment.
13.19 If the employment of an Employee on probation is to be terminated the Employee will be given the following notice of termination:

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

(b) 3 months’ notice for a fixed-term Employee engaged for a period of less than 4 years.

13.20 Notwithstanding any other provision of this Agreement, the employment of an Employee on probation may be terminated by the University at any time for Serious Misconduct (as defined by subclause 43.2(c)), with the Employee being given an opportunity to respond to any allegations before a decision to terminate is made.

14. CATEGORIES OF EMPLOYMENT

Ongoing Employment

14.1 An ongoing Employee is an Employee engaged for an indefinite period of time.

14.2 Ongoing employment may contain a reasonable probation period provided that it is directly related to the work to be done, under conditions set out in clause 13: Probation.

Part-Time Employment

14.3 An Employee may be engaged part-time and will be entitled to the provisions of this Agreement on a proportionate basis to an equivalent full-time Employee, unless otherwise provided by this Agreement.

14.4 Part-time employment means ongoing or fixed-term employment where ordinary hours of work are less than those of a full-time Employee.

14.5 An ongoing Employee engaged full-time may apply to work part-time to better balance personal and work commitments. If they are given approval, the University will give them written advice of:

(a) the approval to work part-time;

(b) the percentage of a full-time position;

(c) the classification applying to the work; and

(d) any agreed arrangements for return to full-time work.

If they are not given approval, the University will advise them of the reasons in writing.

14.6 Part-time work arrangements may be varied by agreement in writing between an Employee and their Supervisor.

Fixed Term Employment

14.7 A fixed-term Employee is an Employee engaged for a fixed period of time or for a defined task or project.

14.8 Fixed-term employment may contain a reasonable probation period that is directly related to the nature of the work to be done under the contract. Any second or subsequent fixed-term engagement will not contain a probation period.
14.9 Breaks between fixed-term appointments of up to 2 times per year and of up to 6 weeks on each occasion will not constitute breaks in Continuous Service.

14.10 Fixed-term employment may only be terminated in accordance with this Agreement.

14.11 Subject to the other provisions in this Agreement, the use of fixed-term employment is limited to the following circumstances:

(a) for a specific task or project of limited duration;

(b) for a position paid entirely from identifiable funding external to the University, not being funding that is part of an operating grant from government or funding comprising payments of fees made by or on behalf of students;

(c) for research only positions for a period of up to 5 years;

(d) to temporarily replace an ongoing Employee who is on leave, secondment or performing higher duties;

(e) to temporarily fill a vacant position which the University has made a definite decision to fill and has commenced recruitment action;

(f) if a curriculum or accreditation process, as part of professional or vocational education requires that work be undertaken by a person who has current or recent practical or commercial experience, for a period of up to 3 years;

(g) for a pre-retirement contract of an ongoing Employee for a period of up to 5 years before the Employee’s intended date of retirement and which will not be renewed;

(h) for work by an enrolled student of the University, undertaken within a relevant academic unit or research unit, which is related to their course of study (provided that it is not a condition of employment that a person undertake a studentship);

(i) fixed-term secondments in circumstances where the Employee holds a substantive underlying appointment;

(j) to fill a vacancy occasioned by the resignation, retirement or retrenchment of a displaced Employee engaged in the teaching or support of an existing program where a decision has been made to discontinue the program and the position is not to continue;

(k) post-retirement contract for a period of up to 5 years after the Employee’s date of retirement;

(l) positions within a new organisational area under subclause 14.12;

(m) positions within a disestablished organisational area under subclause 14.15; and

(n) Career Development Fellowships as defined within this Agreement.

Nothing within this subclause affects the validity or operation of any fixed-term contract that was entered into before the commencement of this Agreement. However, such fixed-term contracts may be renewed after the commencement of this Agreement only if they fall within one or more of the categories listed above.
Fixed-term Employment in New Organisational Area

14.12 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.

14.13 “New Organisational Area” means:

(a) where there is a discipline or sub-discipline area of academic work not previously offered;
(b) where there is a demonstrated sudden and unanticipated increase in student enrolments; or
(c) 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).

14.14 At the expiry of the fixed-term employment period 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 subclause 14.17.

Fixed-Term Employment in Disestablished Organisational Area

14.15 Where an organisational area has been the subject of a decision by the University to discontinue work within that area within 3 years, fixed-term employment may be offered.

14.16 At the expiry of the fixed-term employment period, 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 subclause 14.17.

Fixed Term Employment Conversion

14.17 If at the end of the first contract the same or substantially the same position continues for a further fixed term, the incumbent will be given further employment in the position provided the incumbent was employed in the relevant position through a competitive and open selection process and has performed satisfactorily in that position. Where an Employee on a first contract is not re-employed in the position which is offered on a continuous basis, they will be paid severance at 2 weeks for the first completed year of service and then in accordance with clause 49: Fixed-Term Employees Severance Pay. In these circumstances, the Employee will be eligible for accrued entitlements.

All other fixed-term contracts

14.18 All other Employees on a fixed-term contract may apply for conversion to ongoing employment subject to the following conditions:

(a) the University has determined that ongoing work of the same or substantially similar duties is available within the Employee’s work unit;
(b) the period of employment under fixed-term contracts has exceeded 3 years of Continuous Service;
(c) the current contract is the second or subsequent fixed-term contract for the Employee;
the Employee was originally appointed or subsequently appointed through a competitive selection process; and

the conversion request is approved by the Dean or Director of the School or work unit.

14.19 Where an application for conversion is denied, the University will advise the Employee of the outcome and the reasons.

14.20 Notwithstanding anything in subclause 14.18(b), the University at its discretion may convert any fixed-term employment.

Contract Research Staff

14.21 Where an Employee is employed on a fixed-term contract in a Contract Research position, the following provisions will apply:

(a) an appointee to a Contract Research position may be employed on subsequent research grants. A break between contracts of up to 6 months will not constitute a break in continuity of service, but will not count as service for any purpose;

(b) the duration of a fixed-term contract offered for a Contract Research position will correspond with the term of funding available for that research task or position within the overall research grant provided that there is sufficient funding and suitable work available for the appointee under the grant; and

(c) Contract Research staff who are employed on a second or subsequent contract as a contract researcher and have at least 3 years’ continuous service may apply for conversion to “funding contingent” continuity of employment, subject to the following requirements:

(i) the Employee must have completed an Academic Career Development, Planning and Review process within the past year;

(ii) the Dean or Director of the School or work unit must be satisfied that there is likely to be sufficient revenue or funding streams to provide continuing support for the Employee’s employment; and

(iii) the Dean or Director must be satisfied that the Employee has generic and transferable skills in addition to their research speciality, and those skills are subject to ongoing demand within the University.

14.22 Applications under subclause 14.21 must be made in writing to the Dean or Director of the School or work unit, who will review the application and advise the Employee in writing of the outcome.

14.23 The University may refuse an application for conversion under subclause 14.21 on the grounds that:

(a) the criteria in subclause 14.21 are not satisfied;

(b) the Employee is a student, and their status as a student was the primary reason for their appointment;

(c) the Employee is a genuine retiree (including an Employee who elected to change from continuing employment to a pre-retirement or post-retirement contract); or

(d) the performance of the Employee has not been satisfactory.
14.24 Contract Research Employees will be entitled to notice, access to renewal and severance pay in accordance with clause 47: Fixed-Term Employees Termination Notice and clause 48: Fixed-Term Employees Severance Pay.

14.25 Where a Contract Research Employee’s employment is converted to Funding Contingent Continuing Employment and the relevant external funding ceases for reasons outside the Employee’s control, and the University is not able to redeploy the Employee or obtain suitable employment for them, the Employee’s employment will be terminated on grounds of redundancy, and they will receive 4 weeks’ notice (or pay in lieu of notice) plus severance pay in accordance with clause 48: Fixed-Term Employees Severance Pay.

Casual Employment

14.26 It is not the intention of the University to utilise casual employment to fill positions of work that could reasonably be filled on an ongoing or fixed-term basis or to increase the level of casual employment during the term of this Agreement.

14.27 Casual employment should be on the basis of merit, and be transparent, competitive and consistent with University policy.

14.28 Over the term of this Agreement, the total number of academic casual Employees active on the payroll system will reduce as a proportion of the total number of ongoing and fixed-term academic Employees employed by the University. The University commits to providing annual figures to the Implementation Committee for monitoring purposes.1

14.29 A casual Employee is an Employee engaged by the hour and paid on an hourly basis, according to the casual pay rates set out in Schedule 2.

14.30 Each casual Employee who is engaged for at least one teaching session will be entitled to participate in an appropriate orientation and induction, for which they will be paid.

14.31 An ongoing or fixed-term Employee may also work as a casual Employee of the University if the work is unrelated to, or identifiably separate from, their normal duties.

14.32 A casual Employee is entitled to not be available to attend work or to leave work, for the reasons specified in clause 29: Personal Leave and clause 31: Parental Leave.

14.33 The casual Employee and their Supervisor will agree on the period for which the Employee will be entitled to be unavailable to attend work. If agreement cannot be reached, the Employee will be entitled to be unavailable to attend work for up to 2 days per occasion. No payment will be paid for any period of non-attendance.

14.34 If a casual Employee is unavailable for work because they have carer’s responsibilities, they will not be disadvantaged in relation to the opportunity for future work at the end of the period of unavailability.

14.35 Each casual Employee will receive a written offer of employment in accordance with clause 12: Terms of Engagement that will identify all of the duties required to be performed by the Employee and rate of pay for each duty and a statement that any additional duties required will be paid at the appropriate rate. When responding to an offer of employment, a casual Employee must disclose any other academic employment that is currently held at the University.

1 The source of the data is the DEEWR statistics as supplied by the University. The DEEWR figures as at the date of the certification of this Agreement will be used as a comparison for future reports and discussions.
14.36 An authorised claim for payment by a casual Employee will be processed promptly when submitted in order that they will be paid fortnightly the approved claims submitted to payroll by the published closing date.

14.37 The University will provide to all Employees involved in the employment and supervision of casual Employees information on the terms of casual employment.

**Teaching Focused Roles**

14.38 Teaching Focused Roles (TFRs) are a means of reducing casualisation and providing career development opportunities for casual Employees.

**General**

14.39 TFRs will be used for the performance of work:

(a) that is currently performed by one or more casual Employees; or

(b) in new positions for which the work would have otherwise been performed by a casual Employee.

14.40 TFRs are not intended by the University to permanently replace ongoing or fixed-term Employees whose positions have been made redundant.

14.41 Subject to subclause 14.43 the University will, over the term of this Agreement, appoint at least 50 Full Time Equivalents to ongoing TFRs, of which at least 30% will be new employees. Such appointments will include any TFRs which are converted from fixed-term appointments to ongoing appointments under subclause 14.51.

14.42 The workload provisions for TFRs are set out in clause 23: Workloads for Teaching Focused Roles.

**Eligibility and applications**

14.43 Applications for TFRs will be open to:

(a) Employees engaged in existing TFRs as at the date on which this Agreement commences operation (“Existing TFR Applicants”);

(b) internal applicants who have been engaged as a casual Employee for at least 4 teaching sessions in the preceding 3 years (“Internal Applicants”); or

(c) external applicants whose most recent employment by an Australian university has been as a casual, fixed-term or ongoing academic employee in that university for a period of at least 12 months and who have been awarded, or are progressing towards, a PhD (unless the University has determined that a PhD is not required for the relevant TFR) (“External Applicants”); and

who have a demonstrated capacity to meet the current and future expectations of the TFR, including any new duties or skills that may be required, and the School’s strategic direction.

14.44 New TFRs will be advertised internally and externally and appointed through a merit-based competitive selection process. TFRs will be offered in accordance with the requirements of the School having regard to the qualifications and experience of the applicant.
**Basis of TFR appointments**

14.45 TFRs may be offered as follows:

(a) for successful Existing TFR Applicants and Internal Applicants – on an ongoing, full-time or part-time basis; or

(b) for successful External Applicants – on an ongoing or fixed-term, full-time or part-time basis.

14.46 Fixed-term TFRs that are offered to External Applicants pursuant to subclause 14.43(c) are limited to the categories of fixed-term employment prescribed by subclause 14.11.

**Eligibility for promotion**

14.47 An Employee engaged in a TFR may apply for promotion.

14.48 Any application for promotion by an Employee in a TFR will be assessed having regard to the criteria specified for the TFR.

**Conversion**

14.49 If a new TFR appointment is made on a fixed-term basis, the Employee will be eligible to apply for conversion to ongoing employment at the end of their fixed-term appointment subject to the following conditions:

(a) the Employee was appointed through a merit-based competitive selection process;

(b) the Employee has performed satisfactorily in the TFR; and

(c) ongoing work of the same or substantially similar duties is available within the School.

14.50 In the event that an application for conversion is not approved and further employment is not offered, the Employee will be entitled to severance pay under clause 49: Fixed-Term Employees Severance Pay.

14.51 An Employee who was engaged in an existing, fixed-term 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 the following conditions:

(a) the Employee was appointed through a merit based, competitive selection process;

(b) the Employee has performed satisfactorily in the TFR; and

(c) ongoing work of the same or substantially similar duties is available within the School.

14.52 The University will not be required to advertise (either internally or externally) any ongoing TFR to which an existing employee may be converted under subclause 14.51.

**Workloads for TFRs**

14.53 Workloads for TFRs will be allocated in accordance with clause 23: Workloads for Teaching Focused Roles.

**Transition to a teaching and research role**
An Employee in a TFR may apply for transition to a teaching and research role.

Any application for transition by an Employee in a TFR will be assessed having regard to the criteria specified for the teaching and research role at the level sought.

The Academic Career Development, Planning and Review Process will be available to assist any Employee in a TFR who wishes to transition to a teaching and research role.

**Access to the Academic Career Development, Planning and Review process**

Casual employees who undertake at least eight hours per week of face to face teaching over the course of the year will have access to the Academic Career Development, Planning and Review process.

**Career Development Fellowships**

Career Development Fellowships (CDFs) are a means of reducing casualisation and providing career development opportunities for casual Employees.

Subject to the interest and availability of qualified candidates, over the life of this Agreement, the University will advertise and appoint 20 casual academic Employees and 20 recent PhD graduates from any university to CDFs.

CDFs will be standard teaching and research or research-only academic fixed term contracts of 3 years' duration.

Each year, existing casual academic Employees and recent PhD graduates may register their interest in and eligibility for a CDF with the University as CDFs are announced and become available.

Eligibility to apply for CDFs will be restricted to the following:

(a) recent PhD graduates in a relevant discipline area; or

(b) casual academic Employees with equivalent qualifications and/or experience and who have performed casual teaching work for the University in 5 entire teaching periods over the last 5 years.

CDFs will be selected from eligible applicants based on academic merit.

At the end of CDFs, an assessment will be made as to whether a once only further fixed-term appointment of 2 years should be made.

**15. SUPERVISION**

The University will nominate a Supervisor for each Employee. The Supervisor will provide leadership and support to an Employee and guidance and feedback on performance and career development. The Supervisor will normally be the Dean or Director of the School or work unit.

In exceptional circumstances an Employee may request an alternative Supervisor to that nominated by the University. If the request is granted, the University may nominate another Employee who will normally be in the same organisational unit as the Employee and is approved by the Dean to act as Supervisor.
PART D: REMUNERATION, LOADINGS AND ALLOWANCES

16. PAY RATES

16.1 The Parties acknowledge that salaries were increased by 3% with effect from the first full pay period in April 2014 after the announcement made by the Vice-Chancellor on 1 April 2014.

16.2 Salaries will be increased by:

   (a) 3% effective from the first full pay period in April 2015;
   
   (b) 3.25% effective from the first full pay period in April 2016; and
   
   (c) 3.75% effective from the first full pay period in January 2017.

16.3 Schedule 1 sets out the salaries for Employees engaged full time in Levels A to E on certification and during the term of this Agreement, including the increases provided for by this Agreement.

16.4 Schedule 2 sets out the rates of pay for casual Employees on certification and during the term of this Agreement, including the increases provided for by this Agreement.

16.5 An Employee will be entitled to progress by annual increments to the top of the relevant salary level in Schedule 1, unless the increment is withheld in accordance with clause 43: Unsatisfactory Performance, clause 43: Misconduct or Serious Misconduct or clause 44: Research Misconduct.

16.6 The University agrees that the effective date for the first salary increase under any agreement which replaces this 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 the first full pay period after the date on which the new agreement is approved by the Fair Work Commission is after the first anniversary of the effective date of the last salary increase under this Agreement (“First Anniversary Date”), the University will then back date the first salary increase under the new enterprise agreement to the First Anniversary Date.

17. SUPERANNUATION

17.1 The University will make employer superannuation contributions to UniSuper in accordance with the relevant employer contribution levels as per the relevant Trust Deed and arrangements in place immediately prior to the commencement of this Agreement. If the scheme to which a staff member belongs requires them to make Employee contributions, such contributions must be made from the Employee’s salary.

17.2 For Employees who are members of the State Superannuation Scheme or the State Authorities Superannuation Scheme (“State Schemes”), the University will make employer superannuation contributions to the State Scheme to which the Employee belongs in accordance with the relevant employer contribution levels and arrangements in place immediately prior to the commencement of this Agreement provided that the Employee is eligible to have employer superannuation contributions made on their behalf to their State Scheme and elects to do so.

17.3 The University will pay to UniSuper the Superannuation Guarantee employer contribution necessary to avoid the imposition of a surcharge to Employees that do not qualify for a higher employer contribution under subclauses 17.1 and 17.2.

17.4 The University will make 17% employer superannuation contributions to the relevant scheme for a fixed-term Employee subject to the following:
17.5 If an Employee (other than a casual Employee) takes a period of maternity leave without pay in accordance with this Agreement, the University will make:

(a) 17% employer superannuation contributions; or
(b) employer superannuation contributions at the percentage rate at which employer contributions were made when the Employee commenced maternity leave,

whichever is the 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. The pro-rata provisions in subclause 31.6 will apply.

17.6 Employees engaged as Contract Research Staff with a minimum of 12 months continuous service will be deemed to qualify for employer contributions to UniSuper at a rate of 17% of their superannuable salary if they comply with applicable superannuation scheme rules.

18. SALARY PACKAGING

18.1 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 and in lieu will pay for any of the following benefits:

(a) superannuation, subject to the rules of the relevant superannuation fund; and/or
(b) child care for the Employee's dependants, where childcare is being provided by the University, in a University owned or managed facility, or in another work-based facility subject to rulings from the Australian Taxation Office that the payment for the benefits by the University does not attract fringe benefit or any other form of tax penalty.

18.2 The University may include additional benefits in salary packaging, provided that:

(a) this will result in no cost to the University and, if necessary, be supplemented by an administration fee charged to the Employee;
(b) the University will not incur any liability for benefits entered into under this subclause;
(c) no laws, including all taxation laws and regulations, are breached; and
(d) the University may outsource administration of any additional benefit to an external provider.

18.3 If an Employee elects to receive a benefit under this clause, any award and contract of employment applicable to the Employee and the University is varied as necessary so as to give effect to this
clause. The Employee will enter a written agreement which sets out the terms and conditions of their salary packaging.

18.4 If an agreement is made between an Employee and the University under this clause, any other payment calculated by reference to the Employee’s salary and payable during employment, or on termination of employment will be calculated by reference to the Employee’s salary and not to the reduced amount under salary packaging.

18.5 An agreement under this clause will terminate if the Employee gives 8 weeks’ notice of an intention to withdraw from salary packaging.

19. **ANNUAL LEAVE LOADING**

19.1 An Employee, except a casual Employee, will be entitled to an annual leave loading equivalent to 17.5 per cent of 4 weeks of the Employee’s Base Rate of Pay for each full year worked.

19.2 Annual leave loading will be calculated on the Employee’s Base Rate of Pay at the date the annual leave loading is paid.

19.3 The annual leave loading year commences on 1 December and concludes 30 November of the following year.

19.4 An Employee, will be paid their annual leave loading by the last completed pay period before 25 December each year, or on retirement, resignation or termination except for termination for misconduct, based on the proportion of the leave loading year worked by the Employee.

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

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

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

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

20.4 If an Employee is directed by the University to work away from their nominated work location and they have approval to occupy a temporary residence, the University will pay actual reasonable expenses.

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**PART E: WORKLOADS**

21. **UNIVERSITY AND SCHOOL WORK PLAN COMMITTEES**

University Work Plan Committee

21.1 Within one month of the commencement of this Agreement, the Vice-Chancellor, or a nominee of the Vice-Chancellor from the Senior Executive of the University, will establish a University Work Plan Committee comprising:

(a) a Chair, being a Deputy Vice-Chancellor nominated by the Vice-Chancellor or by a nominee of the Vice-Chancellor;
(b) 3 Deans nominated by the Vice-Chancellor or by the nominee of the Vice-Chancellor; and

(c) 3 academic Employees nominated by the Union.

21.2 The University Work Plan Committee must meet at least twice a year, and at least once in each half of the academic year.

21.3 The role of the University Work Plan Committee is to:

(a) develop a single University-wide Work Plan Policy ("Policy") aimed at providing collegiality, equity, transparency and comparability, which allows for adaptation at a School (or Unit) level that does not contradict the University’s Work Plan Policy or this Agreement;

(b) seek feedback from the School Work Plan Committees to inform the development of the Policy, including discipline-specific teaching activity and research activity thresholds;

(c) establish general procedures for ensuring consistent standards of workload allocation having regard to:

   (i) the mix of major areas of academic work described in subclause 22.23;

   (ii) maximum targets for different types of teaching in either face-to-face hours or EFTSL load or both;

   (iii) the impact of alternate modes of delivery; and

   (iv) equal opportunity principles and employee development needs;

(d) monitor the implementation outcomes of the Policy and principles at the level of individual Schools (or Units); and

(e) ensure that Schools adhere to all of the terms of this clause.

21.4 The approved Policy, including any supplementary documents, will be published on the University website.

21.5 The University Work Plan Committee is expected to make decisions by consensus. In circumstances where the Committee is unable to make a decision by consensus, the matter will be referred to the Implementation Committee. The Implementation Committee will provide advice and recommendations to the University Work Plan Committee on work plan matters that have not been resolved.

21.6 Upon receipt of the advice and recommendations from the Implementation Committee, the University Work Plan Committee will again attempt to make a decision by consensus. Where consensus cannot be reached a decision will be made by a direct vote of the Committee and will take into account the advice and recommendations made by the Implementation Committee.

21.7 The University will develop a framework in conjunction with the University Work Plan Committee for the type and level of research activity that may be the subject of negotiations regarding research duties within disciplines as part of Individual Work Agreements.

School Work Plan Committees

21.8 Each Dean will convene a School Work Plan Committee comprising:
21.9 The quorum for any meeting of the School Work Plan Committee is 4 and must include the Chair or nominee and one elected academic representative.

21.10 Membership of the School Work Plan Committee should reflect the discipline areas and academic levels of Employees within the School and will aim to achieve gender balance.

21.11 The School Work Plan Committee will normally meet at least once in each half of the academic year and, in addition, as required in order to deal with any Individual Workload Agreement disputes that may arise.

21.12 The role of the School Work Plan Committee is to:

(a) seek written feedback from Employees within the School to inform the development of the Policy, including discipline-specific teaching activity and research activity thresholds. In this regard, Employees will be provided with ten working days to submit any feedback to the Committee;

(b) monitor the implementation and operation of the Policy at the School level;

(c) monitor the equitable distribution of workloads amongst academic staff within the School;

(d) seek feedback from Employees within the School regarding the implementation and operation of the Policy as required and relay this feedback to the University Work Plan Committee on at least an annual basis; and

(e) deal with Individual Workload Agreement disputes as per the procedure prescribed in clause 22: Workloads and clause 23: Workloads for Teaching Focused Roles.

22. WORKLOADS

22.1 This clause describes how workloads are determined for all Employees other than:

(a) casual Employees;

(b) Employees engaged in a TFR, whose workload provisions are prescribed by clause 23: Workloads for Teaching Focused Roles;

(c) Research Only Employees; and

(d) those Employees who are expressly exempted from this clause by the Deputy Vice-Chancellor (Academic) (or comparable position) due to their particular circumstances, which may include work health and safety or pastoral care issues.

22.2 The University recognises the special attributes and demands of academic life and supports a workplace culture providing for reasonable hours of work in work plans which are collegially formulated, transparent, and underpinned by a healthy and safe workplace.
22.3 Workloads will be allocated in accordance with the University Work Plan Policy ("Policy") developed by the University Work Plan Committee pursuant to clause 21: University and School Work Plan Committees.

Principles for teaching allocations

22.4 Across the University in general, it is expected that teaching allocations will:

(a) have regard to the hours of face-to-face teaching or equivalent in blended or online delivery modes and assessment load over the course of a calendar year;

(b) take account of the varying circumstances, structure and mission of each School;

(c) be based upon:

   (i) an upper limit of 50 EFTSL over the course of a calendar year having regard to the hours based allocation in subparagraph (ii);

   (ii) for those Schools where EFTSL is not workable due to the nature of the relevant discipline(s), an hours-based work allocation, pursuant to which it is expected that weekly teaching allocations will be up to 13 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;

   (iii) an upper limit on marking of 135 students per teaching session (in addition to the maximum number of face to face teaching hours/upper EFTSL limit). In the event that this is exceeded, a staff member will be eligible for marking relief.

22.5 In applying the principles prescribed by subclause 22.4, each School will consider:

(a) the balance of undergraduate and postgraduate teaching;

(b) the scale and scope of research activity, extramural commitments, links with relevant professions and community and industry programs and initiatives; and

(c) the balance between online/external delivery and face-to-face delivery of lectures, tutorials, seminars and clinical practical sessions, noting that these entail different time commitments for preparation, course/unit materials, curriculum development, marking and student consultation.

22.6 There will be an equitable distribution of workloads amongst employees and flexibility in the proportion of time allocated to the wide range of academic work.

Teaching Groups

22.7 Allocation of teaching among staff in specific teaching areas should include collegial discussion within teaching groups to ensure equitable and realistic workloads across a School.

Individual Work Agreements

22.8 An Employee engaged full-time is required to work an average of 35 hours per week averaged over a one-year period, or pro rata for an Employee engaged part-time. These hours are outside annual leave and public holiday entitlements provided by this Agreement and Concessional Days.
22.9 Each Employee’s workload will be in an annual written Individual Work Agreement. An Individual Work Agreement will be negotiated between the Employee and their Supervisor in accordance with the terms of the Policy and this clause. It must include an annual leave plan, and any approved long service leave and Professional Development Program leave (where applicable) for the Employee. All of the work plan provisions of this clause will apply to part-time Employees on the basis of the work being in proportion to that fraction of employment.

22.10 If an Employee is located in other areas of the University, the relevant Director will be responsible for ensuring that appropriate workloads are established for those Employees, consistent with their position requirements and professional responsibilities and the principles in this clause.

22.11 The teaching obligations of Employees appointed to research centres will be negotiated between the Employee and the relevant Director. These teaching obligations will be defined in the workload principles established by the University Work Plan Committee.

22.12 If an Employee is located in more than one organisational unit, the relevant Supervisors will be responsible for ensuring that Individual Work Agreements are developed for the Employee.

Principles for Individual Work Agreements

22.13 The procedures for developing Individual Work Agreements will be developed and adapted to the needs and resources of individual Schools, and must:

(a) ensure that workloads are reasonable and equitable;

(b) be consistent with the strategic plans and academic mission of the Employee’s School;

(c) take into account the nature of work undertaken in previous Individual Work Agreements;

(d) provide for an equitable contribution and balance between the Employee’s goals and aspirations as outlined in their Career Development Plan and the goals, needs and commitments of the School;

(e) take into account class sizes;

(f) allow for Individual Work Agreements to be varied during the year, by agreement between the Employee and their Supervisor, where circumstances change;

(g) provide a reasonable basis for determining comparison of workload quantum and content, taking into account factors which impact on the complexity, intensity and level of the workload element; and

(h) be capable of being compared against each other, as well as against the previous Individual Work Agreement of the Employee concerned.

22.14 There will be published, open and accessible procedures in relation to the allocation of workloads and each Supervisor and Employee will comply with this Agreement. Individual Work Agreements are not confidential documents, and no information should be included in them which would preclude them being viewed by other Employees.

22.15 The content of each Employee’s annual Individual Work Agreement will be used (amongst other things) as input to the Academic Career Development, Planning and Review process in relation to that Employee.
22.16 Where there is more work to be done than in the agreed Individual Work Agreements, this should be brought to the attention of the Dean of the relevant School for timely consideration in relation to staffing levels. Employees may be requested, but will not be pressured, to work beyond the requirements of their agreed Individual Work Agreements.

22.17 The content of an Employee’s Individual Work Agreement would normally make provision for student consultation.

22.18 All Employees will have a right to negotiate some research duties as part of their Individual Work Agreements, however an Employee’s entire workload may be allocated to activities other than research where the Employee:

(a) had opportunities to produce research outcomes; and

(b) in the preceding 3 years, without good reason, has consistently not produced evidence of reasonable productive engagement in research consistent with the expected outcomes for their academic level, discipline and personal career plans.

The Academic Career Development, Planning and Review process is the ongoing reference point for expected research outcomes. If an Employee has shown signs of positive research engagement, they will be invited to submit a research plan within the workload allocation process and finalisation of their Individual Work Agreement for the forthcoming period.

22.19 Employees who have a demonstrated record of achievement in research-related activities may have a substantial part of their workload allocated to research-related activities in their Individual Work Agreement.

22.20 An Employee who is currently enrolled for a research higher degree may be allocated, within their Individual Work Agreement, a proportion of time to undertake such studies, provided that their research higher degree supervisor certifies that adequate progress has been made.

22.21 In circumstances where an Employee takes approved leave that had not been foreshadowed, workload allocations within their Individual Work Agreement will be adjusted accordingly.

22.22 For Employees who have been on sick leave, workload allocations within their Individual Work Agreement will be consistent with any return to work plans made in accordance with the provisions of this Agreement.

**Major Areas of Academic Work**

22.23 The major areas of academic work will be teaching, research and development, administration and governance and approved service to the community as follows:

(a) Teaching including:

(i) scholarly activities of acquisition, aggregation and synthesis of knowledge in the preparation of teaching materials;

(ii) design and/or delivery of face-to-face, online, blended learning and other unit/course delivery modes;

(iii) delivery of lectures, tutorials, laboratory classes, seminars, workshops, practicum, clinical education and blended learning;

(iv) development and/or delivery of non-award short courses and programs including preparatory, supplementary and Continuing Education programs;
(v) supervision of postgraduate coursework and honours students, research higher degree students and student placements, clinical learning and practicums;

(vi) design and preparation of student assessment;

(vii) marking and student feedback;

(viii) availability for student consultation relating to an individual’s own teaching;

(ix) scholarly and professional engagement to maintain currency in a discipline and professional area; and

(x) scholarly activity to develop and maintain teaching skills and understanding of pedagogy;

(b) Research and development, including:

(i) scholarly activities of acquisition, aggregation and synthesis of knowledge in the preparation of research projects and associated activities;

(ii) planning, constructing, undertaking, analysing and publishing research;

(iii) writing articles and other works for publication;

(iv) preparing and submitting external research grant proposals;

(v) developing collaborative research networks both nationally and internationally;

(vi) presenting and/or publishing scholarly papers, addresses to conferences and the like;

(vii) approved consultancy research and associated work; and

(viii) development of intellectual property, patents and commercialisation;

(c) Administration and governance, including:

(i) course and unit coordination, including new and existing course and unit development, development and evaluation of materials, benchmarking curriculum and learning outcomes and obtaining professional accreditations;

(ii) management or coordination of centres, units, academic organisational sub-units or functions;

(iii) contributions to committees;

(iv) formal employee supervision;

(v) management, coordination, development or promotion of University enterprises, programs or commercial activities;

(vi) general administration of policies and work of School or Unit; and

(vii) contribution to institutional leadership and/or governance at the University; and
Approved service to the community where relevance to the work of the University can be demonstrated including:

(i) contributions to and involvement with professional or academic associations, business, unions and industry;

(ii) contributions to and involvement with relevant government and community bodies and associations, relevant to the University’s engagement strategy;

(iii) involvement in academic publishing through refereeing articles, editing journals and participating in editorial boards; and

(iv) promotion of the University in the community.

Within the provisions of this clause and the Policy, an Employee will be entitled to negotiate in their Individual Work Agreement an appropriate mix of the activities outlined above with their Supervisor or nominee and consider opportunities for the Employee to participate in, develop and balance their expertise in a range of areas of academic activity.

Content of Individual Work Agreements

An Employee’s Individual Work Agreement will:

(a) include, from the areas of academic work, some elements of teaching including face-to-face teaching and research or scholarly activity, unless the Dean approves otherwise;

(b) specify the agreed patterns of work, including weekend work, night time work, overseas teaching and work outside normal teaching periods;

(c) not require an Employee to have less than a 12-hour break between teaching commitments on consecutive days, unless the Employee agrees otherwise;

(d) be consistent with equal opportunity principles, policies and practices, including any reasonable accommodation of an Employee’s disability or requirements of disability adjustment or approved rehabilitation plans;

(e) specify its date of commencement and period of operation;

(f) specify how it may be varied;

(g) enable the Employee to have, within a period without teaching timetabled classes, a sustained period or periods of scholarly or other activity, consistent with their work plan, of a total of not less than 12 weeks in any one year, in addition to opportunities to take annual leave. The 12 weeks referred to above may include intra-session teaching breaks. An Employee will not normally be required to teach timetabled classes, including direct face-to-face, alternative mode, field supervision and/or conducting non-award courses, for more than 36 weeks in any one year; and

(h) contain work that is consistent with their level of appointment, as described in the position classification standards in Schedule 4.

Additional Work

An Employee may undertake work in addition to that outlined in their Individual Work Agreement, provided that the additional work does not interfere with their ability to undertake the work.
contained in their Individual Work Agreement and does not conflict with their obligations to the University.

22.27 Any additional work an Employee proposes to undertake will be discussed where possible with their Supervisor at the time of negotiation of their Individual Work Agreement and is subject to approval by the relevant Dean.

**Employee Responsibilities**

22.28 All Employees must make arrangements to be accessible to their colleagues and their students on a regular and advertised basis during the sessions in which they are teaching. Provision will be made within the Individual Work Agreement to ensure sufficient access and regular and sufficient presence on campus by an Employee to ensure meaningful involvement in collegial activities with staff and engagement with students.

22.29 Where an Employee plans to be absent from the University, their Supervisor must be informed of their contact details. Longer absences must be approved by a Supervisor in advance.

22.30 During teaching sessions, Employees must be available to students for consultation in the units in which they are teaching and consultation times must be made known to students and adhered to by the Employee.

22.31 It is the responsibility of an Employee to inform their Supervisor of any changed circumstances (such as a change in enrolments) which may impact on their Individual Work Agreement.

**Documentation**

22.32 An Employee’s Individual Work Agreement must be written and a copy kept by both the Employee and the Supervisor. A copy of each Individual Work Agreement must also be stored in one place within the School or Unit, and must be available to other Employees of the School or Unit and the School or Unit Work Plan Committee.

22.33 The Individual Work Agreement of an Employee will be:

(a) signed by the Employee;
(b) recommended by the Supervisor;
(c) approved by the Dean of the relevant School; and
(d) agreed by the date provided in Policy.

**Individual Work Agreement Dispute Resolution**

22.34 If no agreement is reached between the Employee and their Supervisor, or the Individual Work Agreement is not approved by the relevant Dean by the date specified in the Policy, and if the matters are too significant to be handled by the School Work Plan Committee, the matter in dispute will be referred to the Dean to determine in accordance with the terms of the Policy and this clause. The Dean will make their determination within 10 working days of the date of referral.

22.35 If the Dean’s determination does not resolve the dispute, the matter in dispute will be immediately referred to a dispute resolution panel.

22.36 The dispute resolution panel will consist of:

(a) nominee of the School;
(b) an academic Employee nominated by the Union; and

(c) an independent Chair from another School.

22.37 The Employee may make a submission to the dispute resolution panel and will be provided with a copy of the decision of the panel.

22.38 The panel will make a decision within 4 weeks of the dispute being referred to it.

Transitional Provisions

22.39 The Parties recognise that as at the date of commencement of this Agreement, Individual Work Agreements for Employees developed in accordance with the provisions of clause 19 of the University of Western Sydney Academic Staff Agreement 2009-2012 (“2009-2012 Agreement”) and the relevant School Workload Policies pursuant to the 2009-2012 Agreement are in place.

22.40 In order to avoid the need to renegotiate these existing Individual Work Agreements, the Parties agree that from the date of commencement of this Agreement until 31 December 2014, the existing Individual Work Agreements will continue to apply until replaced by Individual Work Agreements made under this Agreement.

23. WORKLOADS FOR TEACHING FOCUSED ROLES

23.1 This clause describes how workloads are determined for Employees engaged in Teaching Focused Roles (TFRs).

23.2 The University recognises the special attributes and demands of academic life and supports a workplace culture providing for reasonable hours of work in work plans which are collegially formulated, transparent, and underpinned by a healthy and safe workplace.

23.3 The University Work Plan Committee will develop a University Work Plan Policy for TFRs in consultation with the Schools in accordance with clause 21: University and School Work Plan Committees.

Principles for teaching allocations

23.4 Across the University in general, it is expected that teaching allocations for TFRs will:

(a) have regard to the hours of face-to-face teaching or equivalent in blended or online delivery modes and assessment load over the course of a calendar year;

(b) take account of the varying circumstances, structure and mission of each School;

(c) be based upon:

(i) an upper limit of 65 EFTSL over the course of a calendar year having regard to the hours-based allocation in subparagraph (ii);

(ii) for those Schools where EFTSL is not workable due to the nature of the relevant 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; and
(iii) an upper limit on marking of 135 students per teaching session (in addition to the maximum number of face to face teaching hours/upper EFTSL limit).

23.5 In applying the principles prescribed by subclause 23.4, each School will consider:

(a) the balance of undergraduate and postgraduate teaching;

(b) the scale and scope of extramural commitments, links with relevant professions and community and industry programs and initiatives; and

(c) the balance between online/external delivery and face-to-face delivery of lectures, tutorials, seminars and clinical practical sessions, noting that these entail different time commitments for preparation, course/unit materials, curriculum development, marking and student consultation.

23.6 There will be an equitable distribution of workloads amongst employees and flexibility in the proportion of time allocated to the major areas of academic work prescribed for TFRs.

Teaching Groups

23.7 Allocation of teaching among staff in specific teaching areas should include collegial discussion within teaching groups to ensure equitable and realistic workloads across a School.

Individual Work Agreements

23.8 An Employee engaged full-time is required to work an average of 35 hours per week averaged over a one-year period, or pro rata for an Employee engaged part-time. These hours are outside annual leave and public holiday entitlements provided by this Agreement and Concessional Days.

23.9 Each Employee’s workload will be in an annual written Individual Work Agreement. An Individual Work Agreement will be negotiated between the Employee and their Supervisor in accordance with the terms of the Policy and this clause. It must include an annual leave plan, and any approved long service leave and Professional Development Program leave (where applicable) for the Employee. All of the work plan provisions of this clause will apply to part-time Employees on the basis of the work being in proportion to that fraction of employment.

23.10 If an Employee is located in other areas of the University, the relevant Director will be responsible for ensuring that appropriate workloads are established for those Employees, consistent with their position requirements and professional responsibilities and the principles in this clause.

23.11 If an Employee is located in more than one organisational unit, the relevant Supervisors will be responsible for ensuring that Individual Work Agreements are developed for the Employee.

Principles for Individual Work Agreements

23.12 The procedures for developing Individual Work Agreements will be developed and adapted to the needs and resources of individual Schools, and must:

(a) ensure that workloads are reasonable and equitable;

(b) be consistent with the strategic plans and academic mission of the Employee’s School;

(c) take into account the nature of work undertaken in previous Individual Work Agreements;
(d) provide for an equitable contribution and balance between the Employee's goals and aspirations as outlined in their Career Development Plan and the goals, needs and commitments of the School;

(e) take into account class sizes;

(f) allow for Individual Work Agreements to be varied during the year, by agreement between the Employee and their Supervisor, where circumstances change;

(g) provide a reasonable basis for determining comparison of workload quantum and content, taking into account factors which impact on the complexity, intensity and level of the workload element; and

(h) be capable of being compared against each other, as well as against the previous Individual Work Agreement of the Employee concerned.

23.13 There will be published, open and accessible procedures in relation to the allocation of workloads and each Supervisor and Employee will comply with this Agreement. Individual Work Agreements are not confidential documents, and no information should be included in them which would preclude them being viewed by other Employees.

23.14 The content of each Employee’s annual Individual Work Agreement will be used (amongst other things) as input to the Academic Career Development, Planning and Review process in relation to that Employee.

23.15 Where there is more work to be done than in the agreed Individual Work Agreements, this should be brought to the attention of the Dean of the relevant School for timely consideration in relation to staffing levels. Employees may be requested, but will not be pressured, to work beyond the requirements of their agreed Individual Work Agreements.

23.16 The content of an Employee’s Individual Work Agreement would normally make provision for student consultation.

23.17 In circumstances where an Employee takes approved leave that had not been foreshadowed, workload allocations within their Individual Work Agreement will be adjusted accordingly.

23.18 For Employees who have been on sick leave, workload allocations within their Individual Work Agreement will be consistent with any return to work plans made in accordance with the provisions of this Agreement.

Major areas of academic work for TFRs

23.19 TFRs will be allocated the major areas of academic work of teaching, and administration and governance as follows:

(a) Teaching including:

   (i) scholarly activities of acquisition, aggregation and synthesis of knowledge in the preparation of teaching materials;

   (ii) design and/or delivery of face-to-face, online, blended learning and other unit/course delivery modes;

   (iii) delivery of lectures, tutorials, laboratory classes, seminars, workshops, practicum, clinical education and blended learning;
(iv) development and/or delivery of non-award short courses and programs including preparatory, supplementary and Continuing Education programs;

(v) supervision of postgraduate coursework and honours students, research higher degree students and student placements, clinical learning and practicums;

(vi) design and preparation of student assessment;

(vii) marking and student feedback;

(viii) availability for student consultation relating to an individual’s own teaching;

(ix) scholarly and professional engagement to maintain currency in a discipline and professional area; and

(x) scholarly activity to develop and maintain teaching skills and understanding of pedagogy; and

(b) Administration and governance, including:

(i) course and unit coordination, including new and existing course and unit development, development and evaluation of materials, benchmarking curriculum and learning outcomes and obtaining professional accreditations;

(ii) management or coordination of centres, units, academic organisational sub-units or functions;

(iii) contributions to committees;

(iv) formal employee supervision;

(v) management, coordination, development or promotion of University enterprises, programs or commercial activities;

(vi) general administration of policies and work of School or Unit; and

(vii) contribution to institutional leadership and/or governance at the University.

23.20 Subject to this subclause, TFRs will not be required to undertake research activities or produce research outcomes and, as such, will not be allocated research and development as part of their workload, nor will their workload contain an allocation for approved service to the community. An Employee engaged in a TFR will, however, have an opportunity to negotiate a research and development workload allocation if they are able to demonstrate signs of positive research engagement as part of their participation in the Academic Career Development, Planning and Review process.

Content of Individual Work Agreements

23.21 An Employee’s Individual Work Agreement will:

(a) include, from the areas of academic work, teaching, and administration and governance, unless the Dean approves otherwise;

(b) contain work that is consistent with the Employee’s level of appointment as relevantly described in the position classification standards in Schedule 4;
specify the agreed patterns of work, including weekend work, night time work, overseas

not require an Employee to have less than a 12-hour break between teaching

be consistent with equal opportunity principles, policies and practices, including any

specify its date of commencement and period of operation;

specify how it may be varied; and

enable the Employee to have, within a period without teaching timetabled classes, a

additional work does not interfere with their ability to undertake the work

An Employee may undertake work in addition to that outlined in their Individual Work Agreement,

Any additional work an Employee proposes to undertake will be discussed where possible with their

All Employees must make arrangements to be accessible to their colleagues and their students on a

Where an Employee plans to be absent from the University, their Supervisor must be informed of

During teaching sessions, Employees must be available to students for consultation in the units in

It is the responsibility of an Employee to inform their Supervisor of any changed circumstances (such

An Employee’s Individual Work Agreement must be written and a copy kept by both the employee

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(c) specify the agreed patterns of work, including weekend work, night time work, overseas
teaching and work outside normal teaching periods;

(d) not require an Employee to have less than a 12-hour break between teaching commitments on consecutive days, unless the Employee agrees otherwise;

(e) be consistent with equal opportunity principles, policies and practices, including any reasonable accommodation of an Employee’s disability or requirements of disability adjustment or approved rehabilitation plans;

(f) specify its date of commencement and period of operation;

(g) specify how it may be varied; and

(h) enable the Employee to have, within a period without teaching timetabled classes, a sustained period or periods of scholarly or other activity, consistent with their work plan, of a total of not less than 12 weeks in any one year, in addition to opportunities to take annual leave. The 12 weeks referred to above includes intra-session teaching breaks. An Employee will not normally be required to teach timetabled classes, including direct face-to-face, alternative mode, field supervision and/or conducting non-award courses, for more than 36 weeks in any one year.

Additional Work

23.22 An Employee may undertake work in addition to that outlined in their Individual Work Agreement, provided that the additional work does not interfere with their ability to undertake the work contained in their Individual Work Agreement and does not conflict with their obligations to the University.

23.23 Any additional work an Employee proposes to undertake will be discussed where possible with their Supervisor at the time of negotiation of their Individual Work Agreement and is subject to approval by the relevant Dean.

Employee Responsibilities

23.24 All Employees must make arrangements to be accessible to their colleagues and their students on a regular and advertised basis during the sessions in which they are teaching. Provision will be made within the Individual Work Agreement to ensure sufficient access and regular and sufficient presence on campus by an Employee to ensure meaningful involvement in collegial activities with staff and engagement with students.

23.25 Where an Employee plans to be absent from the University, their Supervisor must be informed of their contact details. Longer absences must be approved by a Supervisor in advance.

23.26 During teaching sessions, Employees must be available to students for consultation in the units in which they are teaching and consultation times must be made known to students and adhered to by the Employee.

23.27 It is the responsibility of an Employee to inform their Supervisor of any changed circumstances (such as a change in enrolments) which may impact on their Individual Work Agreement.

Documentation

23.28 An Employee’s Individual Work Agreement must be written and a copy kept by both the employee and the Supervisor. A copy of each Individual Work Agreement must also be stored in one place.
within the School or Unit, and must be available to other Employees of the School or Unit and the School or Unit Work Plan Committee.

23.29 The Individual Work Agreement of an Employee will be:

(a) signed by the Employee;
(b) recommended by the Supervisor;
(c) approved by the Dean of the relevant School; and
(d) agreed by the date provided in Policy.

Individual Work Agreement Dispute Resolution

23.30 If no agreement is reached between the Employee and their Supervisor, or the Individual Work Agreement is not approved by the relevant Dean by the date specified in the Policy, and if the matters are too significant to be handled by the School Work Plan Committee, the matter in dispute will be referred to the Dean to determine in accordance with the terms of the Policy and this clause. The Dean will make their determination within 10 working days of the date of referral.

23.31 If the Dean’s determination does not resolve the dispute, the matter in dispute will be immediately referred to a dispute resolution panel.

23.32 The dispute resolution panel will consist of:

(a) nominee of the School;
(b) an academic Employee nominated by the Union; and
(c) an independent Chair from another School.

23.33 The Employee may make a submission to the dispute resolution panel and will be provided with a copy of the decision of the panel.

23.34 The panel will make a decision within 4 weeks of the dispute being referred to it.

Transitional Provisions

23.35 The Parties recognise that as at the date of commencement of this Agreement, Individual Work Agreements for Employees developed in accordance with the provisions of clause 19 of the University of Western Sydney Academic Staff Agreement 2009-2012 ("2009-2012 Agreement") and the relevant School Workload Policies pursuant to the 2009-2013 Agreement are in place.

23.36 In order to avoid the need to renegotiate these existing Individual Work Agreements, the Parties agree that from the date of commencement of this Agreement until 31 December 2014, the existing Individual Work Agreements will continue to apply until replaced by Individual Work Agreements made under this Agreement.

PART F: CAREER DEVELOPMENT, PLANNING AND REVIEW

24. ACADEMIC CAREER DEVELOPMENT, PLANNING AND REVIEW

24.1 The University is committed to providing opportunities for career planning and development through a number of initiatives including the Professional Development Program which provides a
diverse range of professional opportunities to enhance capabilities, career development and support the implementation of the University’s Strategy.

24.2 In recognising the importance of building the professionalism of Employees and promoting a welcoming, productive and engaged workplace that achieves common ideals and goals, the University will provide Employees with:

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

(b) career development opportunities

24.3 All Employees who are ongoing and fixed-term employed for 12 months or more will participate in the University’s Academic Career Development, Planning and Review process.

24.4 Subject to subclause 24.1, it is the responsibility of the Supervisor and the Employee to complete a Career Development Plan within a reasonable timeframe consistent with the School Work Plan process requirements for that year and review that Plan at least once in the course of the School’s academic year.

24.5 An Employee who does not participate in the Academic Career Development, Planning and Review process cannot be confirmed from probation, be promoted, apply for Professional Development Program leave, attend conferences paid for by the University or in University time or receive salary increments or recruitment and retention loadings.

24.6 The Academic Career Development, Planning and Review process will:

(a) be informed by an annually updated version of the Employee’s career plan which will be completed by the Employee;

(b) cover all aspects of an Employee’s Work Plan;

(c) provide an Employee with an opportunity to document and discuss their achievements and identify any factors that may facilitate their development

(d) assist an Employee to be fully aware of their responsibilities and duties and the effect that these have on the University’s operations;

(e) provide a basis for further professional development of the Employee;

(f) provide positive feedback and encouragement on performance and development where appropriate and provide guidance and feedback to an Employee where performance and/or development is assessed as requiring improvement;

(g) be available to assist any Employee engaged in a TFR to develop a plan to transition to a teaching and research role pursuant to subclauses 14.54 to 14.56; and

(h) include an annual evaluation of research supervision.

24.7 An Employee will meet their Supervisor at least annually to discuss the Employee’s past performance and future development plans and will provide relevant information and documentation on their performance.

24.8 As part of an academic development program, Schools may augment teaching performance measurement and assessment with a program of peer review and mentoring with reviewers being approved by the Supervisor in consultation with the Employee. Where agreement cannot be
reached on reviewers, an Employee may request an alternative peer reviewer on reasonable grounds and the Supervisor will not unreasonably refuse such a request.

**Evaluation of Teaching**

24.9 As part of the Academic Career Development, Planning and Review process, all Employees will be required to undertake annual evaluation of their teaching and the units in which they teach. Such evaluation is to cover a full range of teaching activities.

24.10 Student evaluation outcomes which relate to the teaching of the individual Employee will be confidential to that Employee, except that the Employee will make them available to their Supervisor and discuss them with their Supervisor at the time of the Academic Career Development, Planning and Review meeting. The University may use, for any purpose, aggregate findings that relate to the relevance and quality of courses and units in terms of student needs and expectations.

24.11 Student evaluations and the Employee’s reflections on these evaluations, and plans to address areas needing development, will be incorporated into the Academic Career Development, Planning and Review process.

24.12 Evaluation of teaching performance must be considered in the context of the teaching and learning environment. Student evaluation on its own cannot be used as a measure of teaching performance.

**The Academic Career Development, Planning and Review Report**

24.13 The Academic Career Development, Planning and Review Report will include a summary form that will, as a minimum, provide:

(a) the date the annual performance and review discussion took place;

(b) a summary of areas of achievement of the Employee;

(c) summary of the student evaluation outcomes which relate to the teaching of the Employee and agreed strategies to build on strengths and address any apparent weaknesses;

(d) a summary of any areas of concern requiring improvement; and

(e) a summary of any problems being experienced by the Employee.

24.14 A Supervisor will forward the completed Academic Career Development, Planning and Review Report to the Dean or Director of the School or work unit for confidential storage.

24.15 The Academic Career Development, Planning and Review Report will form part of subsequent reviews.

**Review**

24.16 An Employee must be given the opportunity to read, comment on and sign the annual Academic Career Development, Planning and Review Report prepared by the Supervisor. The details of this reporting process are contained within subclause 24.13.

24.17 The Academic Career Development, Planning and Review process for an Employee who is within their probationary period will link with those processes in accordance with clause 13: Probation.
24.18 Where the Supervisor is of the view that the performance and/or development of an Employee is not satisfactory, the Supervisor will consult the Dean or Director of the School or work unit, and the matter will be dealt with in accordance with clause 43: Unsatisfactory Performance.

PART G: FLEXIBLE WORK PROVISIONS

25. FLEXIBLE WORK PROVISIONS

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

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

(a) clause 6: Individual Flexibility Arrangements;
(b) clause 18: Salary Packaging;
(c) clause 26: Right to Request Flexible Working Arrangements;
(d) clause 29: Personal Leave;
(e) clause 30: Sick Leave;
(f) clause 31: Parental Leave; and
(g) clause 35: Leave Without Pay.

26. RIGHT TO REQUEST FLEXIBLE WORKING ARRANGEMENTS

26.1 Subject to subclause 26.2, a request for flexible working arrangements may be made by:

(a) ongoing and fixed-term Employees with at least 12 months’ Continuous Service; and
(b) 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.

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

(a) the Employee is the parent, or has responsibility for the care, of a child who is school age or younger;
(b) the Employee is a carer within the meaning of the Carers (Recognition) Act 2010 (NSW);
(c) the Employee has a disability;
(d) the Employee is 55 or older;
(e) the Employee is experiencing violence from a member of their family; or
(f) the Employee provides care or support to a member of their immediate family or household who requires care or support because they are experiencing violence from the member’s family.

26.3 For the purposes of subclause 26.2(f), “Immediate Family” means:
(a) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee; or

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

26.4 Flexible working arrangements may include:

(a) 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);

(b) job sharing;

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

(d) decreasing hours of work;

(e) flexible working hours; and

(f) leave without pay.

26.5 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.

26.6 The University will give genuine consideration to a request for flexible working arrangements.

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

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

(a) the requested working arrangements would be too costly for the University;

(b) there is no capacity to change the working arrangements of other Employees to accommodate the requested working arrangements;

(c) it would be impractical to change the working arrangements of other Employees, or recruit new Employees, to accommodate the requested working arrangements;

(d) the requested working arrangements would be likely to result in significant loss of efficiency or productivity;

(e) the requested working arrangements would be likely to have a significant negative impact on customer service.

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

(a) where the Employee’s circumstances have changed; or

(b) after 6 months have elapsed following the initial request being made.
26.10 Information regarding the right to request flexible working arrangements will be made available on the University’s intranet.

PART H: LEAVE ENTITLEMENTS

27. ANNUAL LEAVE

Eligibility and Entitlements

27.1 An Employee, except a casual Employee, is entitled to 4 weeks' annual leave at their Base Rate of Pay for each 12 months of service in addition to any Public Holiday occurring during the period of annual leave.

27.2 If an Employee has been absent from work on leave without pay for more than a total of 5 working days in any year (being a period of 12 months commencing on the anniversary of the date on which the Employee commenced their current period of employment with the University), the absence will not count as service for the purpose of determining eligibility for annual leave in that year.

27.3 While an Employee is on any form of leave on half pay, their accrual of annual leave will be half the ordinary rate.

27.4 Annual leave will accrue daily.

27.5 If an Employee who is eligible for sick leave produces a satisfactory medical certificate that they had been incapacitated while on annual leave, the University will re-credit the Employee with an equivalent period of annual leave.

27.6 If an Employee is entitled to annual leave but before taking the leave their employment with the University ends, they will be entitled to be paid the value of the leave based on their salary at the end of their employment.

27.7 If an Employee dies, the monetary value of all annual leave for which they were eligible at the time of death will be paid to the Employee’s estate.

Taking of Annual Leave

27.8 By agreement between the Employee and their Supervisor, annual leave may be taken at any time in broken or unbroken periods, provided that the amount of annual leave taken does not exceed the Employee’s accrued entitlement. Supervisors have a responsibility to facilitate leave planning and the ability for Employees to take leave.

27.9 An Employee’s application for annual leave may include any annual leave accruing between the first and last day of the period of annual leave.

27.10 During each calendar year, an Employee must take annual leave of at least 15 working days in any approved pattern unless the Employee has insufficient paid leave available. A deferral of this requirement may be approved by the University in special circumstances or to enable an Employee to take an extended period of annual leave, provided that 30 working days' annual leave is taken within 2 years.

27.11 Where an Employee has accrued 30 or more working days of annual leave, the University may direct the Employee in writing to take up to one-quarter of the Employee’s accrued leave entitlement at a time mutually convenient to the Employee and the University, but not more than 3 months from the date on which the direction is given.
27.12 The University, giving at least 2 months' written notice, may direct an Employee to take annual leave when it is convenient to the working of the University, provided that as far as practicable the wishes of the Employee concerned are taken into account when fixing the time for the taking of the leave and consideration is given to domestic need and fair allocation of leave during prime leave periods.

27.13 Without limiting subclause 27.12, in respect of any period of shutdown occurring in the week of 25 December and the week of New Year’s day, the University may direct an Employee to take annual leave on the working days that fall within the shutdown period, other than on working days that are:

(a) public holidays (including any days proclaimed as substitute public holidays); and/or

(b) Concessional Day(s) granted by the University.

27.14 Employees (other than casual Employees) who are directed to attend for duty on a Concessional Day(s) will be entitled to take the day(s) at other time approved by their Supervisor.

27.15 An Employee who has given written notice of their intended date of retirement will not be required to take annual leave within 12 months of that date.

28. LONG SERVICE LEAVE

Eligibility

28.1 For the purposes of this clause, for all Employees other than casual Employees and subject to subclause 28.2, continuous service is service, without a break of more than 2 months on any single occasion, with the University.

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

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

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

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

(d) the Employee is not appointed short-term to the University, however if the Employee is subsequently appointed to a longer term with the University then they will receive recognition of all prior continuous service.
28.3 For the purposes of this clause, the University will recognise an ongoing or fixed-term Employee’s prior casual service with the University, provided that the casual service was:

(a) performed on a regular and systematic basis;

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

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

28.4 In calculating service to establish long service leave entitlements:

(a) any leave without pay will not count as service, except any period of leave without pay up to 6 months will count as service after completing 10 or more years’ service, but if a period of leave without pay is more than 6 months, the whole of the period of leave without pay will not count as service; and

(b) any period of leave for service in the Australian Defence Force will count as service.

Entitlements

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

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

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

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

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

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

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

(c) by the death of the Employee; or

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

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

28.8 If an Employee is entitled to long service leave but before taking the leave their employment with the University ends, they will be entitled to be paid the value of the leave based on their Salary at the end of their employment.

28.9 If an Employee who is eligible for paid sick leave produces a satisfactory medical certificate that they had been incapacitated for a period of one week or more while on long service leave, the University
will re-credit the Employee with an equivalent period of long service leave, provided that re-credit will not be granted to an Employee on long service leave immediately prior to retirement, resignation or termination of service.

28.10 If an Employee dies, the monetary value of their long service leave entitlement will be paid to their personal legal representative, unless paid to the Employee’s estate.

**Taking Long Service Leave**

28.11 Subject to subclause 28.12, an Employee who is entitled to long service leave may take all or part of it at a time of their choosing, if they give the University 6 months’ written notice of their intention to do so, or the University agrees to a shorter period of notice.

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

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

(b) 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

(c) if following discussions with the Supervisor, no accommodation or arrangements can be made for the Employee’s teaching during the proposed period of long service leave, then the application for leave may be declined.

28.13 If an Employee has a long service leave entitlement of more than 4.5 months, the University may give them written notice to take up to 3 months’ leave at a time convenient to the University, provided that:

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

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

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

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

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

29. **PERSONAL LEAVE**

29.1 Personal leave may be granted to assist Employees (other than casual Employees) to achieve a work life balance. Personal leave acknowledges that Employees of the University are also members of families and communities and have commitments not related to work.

29.2 In addition to the personal leave available in accordance with this clause, Employees may use available annual leave or long service leave, or leave without pay for personal reasons, or make application for flexible hours of work. The University expects Supervisors to be sensitive and flexible in making arrangements for Employees to attend to personal matters.
29.3 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 up to a maximum of 10 days of their sick leave entitlement in any 12 month period:

(a) to meet family, cultural, religious or special needs in accordance with the NSW Premier’s List of Days of Religious Significance for Multicultural NSW;

(b) to care for a dependent or a member of their Immediate Family or household who requires care or support due to personal illness or injury or an unexpected emergency affecting the family member; or

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

29.4 For the purposes of this clause, "Immediate Family" means:

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

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

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

29.5 An Aboriginal and Torres Strait Islander People Employee, other than a casual Employee, is entitled to up to 5 days leave without loss of pay in any 12 month period to participate in cultural/ceremonial activities.

29.6 An Aboriginal and Torres Strait Islander People Employee, other than a casual Employee, is entitled to up to a maximum of 10 days' leave without pay in any 12 month period for the purpose of fulfilling cultural/ceremonial obligations.

29.7 An Employee must give notice to the University of the Employee’s intention to take personal leave. Such notice:

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

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

29.8 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 below.

29.9 An Employee who fails to provide the required notice and evidence to the University will not be entitled to paid personal leave.

30. SICK LEAVE

30.1 An Employee, except a casual Employee, is entitled to take sick leave in accordance with this clause if the Employee:

(a) is unable to work because of personal illness or incapacity; or

(b) 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
30.2 In respect of subclause 30.1(a), 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.

30.3 In respect of subclause 30.1(b), proof of attendance at a Medical Appointment may include the provision of a medical certificate, a letter from the Registered Health Practitioner 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 or Appointments in the future.

30.4 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.

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

(a) illness or incapacity;

(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 at a Medical Appointment for all such absences for the next 12 months following the date of notification.

30.6 An Employee who is, or will be, absent from work because of personal illness or incapacity or the need to attend a Medical Appointment will, as soon as is practicable inform the University of their inability to attend for work (or, in the case of a Medical Appointment, their intended absence from work), and indicate the estimated duration of the absence. The University will protect the privacy and maintain confidentiality of information given by an Employee.

30.7 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.

30.8 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 but, subject to applicable law, will not count for any service-related entitlements.

31. PARENTAL LEAVE

31.1 Parental leave consists of:

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

(b) adoption leave taken by an Employee in connection with the adoption of a child;
31.2 An Employee should apply for parental leave at least 4 weeks in advance and provide evidence indicating the expected date of birth/placement. Any change to the approved leave requires at least 4 weeks’ notice. If an Employee is unable to give the required notice, their entitlement to parental leave will not be affected.

31.3 An Employee entitled to parental leave may in addition take any other form of leave to which they are entitled.

**Maternity Leave**

31.4 An Employee (including a casual Employee) who becomes pregnant is entitled to up to 52 weeks’ maternity leave. An Employee may apply to the University for additional leave without pay and other leave entitlements to a total of 104 weeks, which the University will not unreasonably refuse. This leave may be taken in a number of separate periods during the total period of leave.

31.5 If an ongoing Employee or fixed-term Employee has completed at least 1 year of continuous paid service prior to the commencement of maternity leave, they will be entitled to be paid for up to 20 weeks of their maternity leave at their Base Rate of Pay or 40 weeks at half their Base Rate of Pay.

31.6 If an ongoing Employee, or an Employee on a fixed-term contract of at least 1 year, has less than 1 year of continuous paid service prior to the commencement of maternity leave, they will be entitled to a proportion of 20 weeks’ paid maternity leave. The proportion will be calculated on the basis of the Employee’s length of continuous paid service as a proportion of 1 year.

31.7 The total period of maternity leave will not exceed 52 weeks from the date of commencement of the leave, but may be taken in a number of periods during the 52 weeks.

31.8 An Employee may commence maternity leave at any time from 12 weeks prior to the expected date of birth of her child.

31.9 If an Employee is unable to work because of an illness associated with her pregnancy, she may take any leave to which she is entitled. In the event of a miscarriage, the Employee may take any sick leave to which she is entitled.

31.10 An Employee who is entitled to paid maternity leave and whose child is stillborn or dies shortly after birth, is entitled to up to a total of 20 weeks’ paid leave (or pro rata for Employees with less than 1 year’s continuous service) including any paid maternity leave already taken. A medical certificate must be provided.

31.11 If the contract of a fixed-term Employee on maternity leave expires before she has used all paid maternity leave, she will be entitled to be paid the balance as a lump sum. This entitlement will not extend the period of the fixed-term contract.

**Adoption Leave**

31.12 An ongoing Employee, or fixed-term Employee, who is the primary care giver is entitled to up to 52 weeks’ adoption leave to care for a child whom they adopt, other than a child who has been living with their partner or with them continuously for 26 weeks or more. An Employee may apply to the University for additional leave without pay and other leave entitlements to a total of 104 weeks, which the University will not unreasonably refuse. This leave may be taken in a number of separate periods during the total period of leave. Adoption leave may be taken by either parent, except that
if both parents are University Employees, one Employee’s paid leave entitlement will be reduced by the foster parent paid leave taken by the other parent in relation to the same child.

31.13 If an ongoing Employee or fixed-term Employee has completed at least 1 year of continuous paid service prior to the commencement of adoption leave, they will be entitled to be paid for up to 20 weeks’ of their adoption leave at their base rate of pay or 40 weeks at half their base rate of pay.

31.14 If an ongoing Employee, or an Employee on a fixed-term contract of at least 1 year, has less than 1 year of continuous paid service prior to the commencement of adoption leave, they will be entitled to a proportion of 20 weeks paid adoption leave. The proportion will be calculated on the basis of the Employee’s length of continuous paid service as a proportion of 1 year.

31.15 Adoption leave may commence immediately prior to the date of placement of the child being adopted.

31.16 After adoption leave, an Employee on their return to work may work reduced hours during a period of up to 2 years from the commencement of adoption leave.

**Return to Work after Parental Leave**

31.17 An Employee entitled to paid maternity or adoption leave who returns to work full time or on the same part-time arrangement as prior to taking leave within 12 months of commencing the leave, will be entitled to a phased return to work. If engaged full-time the Employee may be absent on pay for up to 1 day per week (or 20 per cent of their ordinary hours) in the following 30 weeks, or pro-rata for an Employee engaged part-time. Before the Employee returns to work, the Employee and their Supervisor will agree on the arrangements for taking the leave that recognise the needs of the Employee and the work area.

31.18 After maternity or adoption leave an Employee who is entitled to return to work may work reduced hours during a period of up to 2 years from the commencement of maternity leave. The Employee may also apply for an additional defined period of reduced hours of work that the University will not unreasonably refuse.

31.19 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 subsequent period of paid maternity or adoption leave will be provided will be based on the average rate of pay received by the Employee:

(a) in the 52 weeks preceding the subsequent period of paid maternity or adoption leave; or

(b) during the period since the Employee returned from the earlier period of maternity or adoption leave,

whichever is less.

31.20 An ongoing Employee who returns to work after maternity or adoption leave is entitled to return to the position they held immediately before they went on leave. If an ongoing Employee was transferred, at her request, to a different position or reduced hours because of her pregnancy, she is entitled to return to her original position and/or original hours. If their position is to be deleted or significantly changed while the Employee is on maternity or adoption leave, an Employee will be entitled to return to a position at the same level on the same campus. If such a position cannot be found, the Employee will be entitled to the provisions of clause 38: Organisational Change.

31.21 A fixed-term Employee who returns to work after maternity or adoption leave is entitled to return to the position they held immediately before they proceeded on leave for the residual period of the contract.
31.22 The University will not deny a casual Employee re-employment because they are pregnant or have been absent on maternity or adoption leave.

31.23 A nursing mother returning to work after maternity leave will be entitled to paid lactation breaks. The University will provide Employees who are nursing mothers with access to suitable nursing facilities.

**Foster Parent Leave**

31.24 If an ongoing Employee or fixed-term Employee is the primary care giver of a foster child on long-term placement and they have completed at least 1 year’s continuous paid service with the University immediately prior to the commencement of the leave, they will be entitled to up to 6 weeks’ leave paid at their Base Rate of Pay for a child younger than 5 years of age or 3 weeks for a child 5 years of age or over.

31.25 Foster parent leave may commence from the time that the child enters an Employee’s care.

**Partner Leave**

31.26 An ongoing or fixed-term Employee, who has completed at least 1 year’s continuous paid service is entitled to up to 2 weeks’ partner leave paid at their Base Rate of Pay for the birth or adoption of their child and, if they are the primary carer of their child but are not entitled to maternity leave, up to an additional 50 weeks' unpaid partner leave. A casual Employee will be entitled to partner leave in accordance with the Act and subclause 14.32.

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

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

**Parental Leave Payment and Service**

31.29 Any public holidays occurring during a period of paid parental leave will be paid in addition to the paid parental leave.

31.30 An Employee on parental leave may elect to be paid as a lump sum at the commencement of the leave.

31.31 Paid parental leave will count as service for the accrual of annual leave.

31.32 Except in the case of an Employee who has completed 10 years' service, any period of unpaid parental leave will not count as service for long service purposes but will not break continuity of service. Where the Employee has completed 10 years' service, unpaid parental leave will count as service provided such leave does not exceed 6 months in which case the whole period of leave without pay will not count as service.

31.33 Unpaid maternity leave will count as service for incremental progression.

31.34 Paid parental leave will count as service for incremental progression.

**Federal Government’s Paid Parental Leave Scheme**

31.35 The University and the Union will review the impact of the Federal Government’s Paid Parental Leave Scheme when full details of that scheme have been finalised.
32. **JURY SERVICE AND WITNESSES**

32.1 If an ongoing or fixed-term Employee is required to attend for jury service during their ordinary working hours, they will notify the University as soon as possible of when they are required. An Employee will give the University proof of their attendance and the duration of their attendance on jury service. During their absence from work, an Employee’s Salary will be paid but the Employee will refund to the University any other payment they receive for attending as a juror except for any payment for meals, accommodation and/or travelling.

32.2 An ongoing or fixed-term Employee who is subpoenaed, summonsed or called as a witness will notify the University of their required absence from work. During this absence, an Employee’s salary will be paid but the Employee will refund to the University any other payment they receive for attending as a witness, except a payment for meals, accommodation and/or travelling. An Employee who is required as a witness on behalf of the University or a witness in proceedings relating to the University, will be regarded as being on duty and will not receive witness fees.

33. **AUSTRALIAN DEFENCE FORCE RESERVES TRAINING LEAVE**

33.1 An ongoing or fixed-term Employee who serves in the Australian Defence Force Reserves will be granted leave in each calendar year of:

(a) up to 16 calendar days on full pay for annual training;

(b) up to 16 calendar days on full pay for attendance at a school, class or course of instruction; and

(c) 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.

33.2 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.

33.3 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.

34. **EMERGENCY SERVICES CALL OUT LEAVE**

34.1 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).

34.2 Reasonable paid leave may also be granted to undertake training required by the accredited organisation.

34.3 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.

34.4 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).
35. LEAVE WITHOUT PAY

35.1 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.

35.2 An Employee may apply for leave without pay for:

(a) personal reasons;
(b) career breaks;
(c) short-term absences for family and community responsibilities not provided for under clause 29: Personal Leave; or
(d) professional development.

35.3 Confidentiality will be maintained in relation to reasons for requests for leave without pay.

35.4 The granting of any extended leave without pay will be dependent on prior satisfactory service.

35.5 In considering an application for leave without pay, the University will not unreasonably withhold its consent.

35.6 Leave without pay may not be granted if it will unduly disrupt the operations of the Employee’s work unit.

35.7 Leave without pay must not be used by an Employee to generally explore employment opportunities outside the University and an Employee will be expected to return to work at the end of their leave.

35.8 The maximum period of leave without pay will be one calendar year, however, in special circumstances, the University may extend the period for up to one further year.

35.9 An Employee must notify the University of any change in the circumstances for granting the leave without pay that occur during the period of the leave. The University may then require the Employee to return to work, but the Employee will not have any automatic right to return to work prior to the end of the agreed period of leave without pay. If the University requires the Employee to return to work prior to the end of the agreed period of leave without pay, the University will give the Employee at least 4 weeks' notice.

35.10 Leave without pay of more than 5 days, except for leave without pay for service with the Australian Defence Force Reserves, does not count as service in calculating the length of an incremental period.

35.11 Leave without pay of more than 5 days in any period of 12 months, except for service with the Australian Defence Force Reserves, does not count as service for annual leave or sick leave entitlements.

36. FAMILY VIOLENCE

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

36.2 Employees who are experiencing family violence may 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. Flexible working arrangements may also be available under clause 31: Right to Request Flexible Working Arrangements.

37. **PUBLIC HOLIDAYS**

37.1 An Employee, other than a casual Employee, will be entitled to the following paid holidays:

New Year’s Day, Australia Day, Good Friday, 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.

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**PART I: MANAGING CHANGE**

38. **ORGANISATIONAL CHANGE**

38.1 Security of employment is important for the University to function effectively, achieve its strategic goals and enhance quality, however the Parties recognise change as a normal activity within the operational context of the University.

38.2 The University will consult with Employees directly affected by proposed significant organisational change, including those Employees on leave or secondment. Employees are directly affected if the change is likely to have a significant impact on their work practices, working conditions and/or employment prospects.

38.3 Significant change may involve outcomes of the same level of consequence as, but not limited to, termination of employment (including redundancy); changes to the composition or size of the workforce; closure of a University work unit/s; introduction of significant technological change; 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; significant changes to work practices, core duties and times and/or hours of operation of directly affected Employees’ work units; relocating directly affected Employees to another campus; and a significant reduction in employment or significant adverse impact on employment opportunities (including redeployment).

38.4 For successful implementation of organisational change there needs to be consultation. Consultation means:

(a) the sharing of relevant information with Employees and the Unions;

(b) directly affected Employees being given the opportunity to express their views and to contribute in a timely fashion; and

(c) the views of directly affected Employees and the NETU being valued and taken into account by the University.

38.5 The Parties acknowledge that many changes that take place in the workplace can be relatively minor and consequently will be addressed at the workplace level through direct local discussion with individual directly affected Employees and/or the work unit. In cases of a proposed minor change a formal change process will not apply where all Employees in a work area directly affected by minor change have been involved in discussion and consideration of the change, and all of those Employees agree with the proposed change.
38.6 If directly affected Employees advise the University, either directly or through their Union Representative, that they do not agree with the proposed minor change, the formal change process will then commence.

38.7 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.

38.8 The University will discuss with directly affected Employees issues that might lead to change before developing a change proposal. Such discussions may include the preparation of an issues paper which would be made available to directly affected Employees of the work unit prior to the development and release of a formal change proposal.

38.9 The following processes will be adopted when significant change is being proposed by the University.

38.10 Employees directly affected who are members of the Union may choose to seek the advice, representation and support of their Union during consultation.

38.11 The University will develop a written change proposal using the following template if significant organisational change is proposed.

38.12 A change proposal will cover:

(a) type and nature of change;
(b) reason(s) for the change, including financial reason(s);
(c) current staffing profile and/or current location;
(d) proposed staffing profile, and proposed location changes;
(e) impact on Employees and their work in the affected work unit;
(f) evidence to support a case for outsourcing;
(g) any impact on Employees in another work unit;
(h) any health and safety implications;
(i) any equity implications;
(j) financial impact; and
(k) proposed implementation plan, including indicative timeframes and any transitional arrangements.

38.13 A change proposal will be sent to all directly affected Employees and Unions of affected Employees, including those on leave or secondment, allowing at least 2 weeks for feedback.

38.14 An Employee occupying a position proposed to be discontinued may provide a submission directly to the Employment Executive within the consultation period about the proposed changes relating to the position they occupy. The Employment Executive will consider the Employee’s submission and make a decision about the proposed discontinuation of the position within 7 days and advise the Employee of the outcome of this review.
38.15 As soon as practicable after the release of a change proposal, the University will consult with all directly affected Employees and the Union. Where practicable, consultation will take the form of face to face meetings.

38.16 Following consultation and taking into account feedback from directly affected Employees, the University will finalise the change proposal.

38.17 The University will distribute the approved final change plan, together with a Management Response document to all directly affected Employees before implementing the plan.

38.18 The University will consult with directly affected Employees and the Union about the process of implementation of, and transition to, the change plan, including any measures identified in subclause 38.19.

38.19 If a change plan involves a reduction in the number of ongoing Employees, the University will use the following measures to mitigate any negative consequences for directly affected Employees:

(a) natural attrition;

(b) voluntary conversion to a reduced employment fraction for an agreed fixed period or on a continuing basis;

(c) voluntary transfer to another work unit;

(d) voluntary secondment;

(e) pre-retirement contracts;

(f) voluntary position swaps;

(g) voluntary leave without pay;

(h) voluntary taking of long service leave.

38.20 Retrenchment will be used as a last resort after the University has explored the above options with directly affected Employees. When retrenchment is determined the University will make available, upon the request of an affected ongoing Employee, career transition services to an agreed service level.

Restructuring

38.21 Where the University undertakes restructuring, subclauses 38.20 to 38.29 of this clause will be followed in that order.

38.22 Where:

(a) a work unit is restructured; and

(b) there are the same or fewer numbers of directly affected ongoing Employees as there are substantially the same positions in the new structure; and

(c) a position that is substantially the same as that previously held by a directly affected Employee exists in the new structure;

the affected Employee will be entitled to continue their employment with the University in that position.
38.23 If a work unit is restructured and there are more directly affected ongoing Employees than there are substantially the same positions in the new structure, the University may call for expressions of interest in redundancy from directly affected ongoing Employees.

38.24 Within 20 working days of receiving an expression of interest in redundancy from an Employee, the University will advise the Employee in writing whether or not a redundancy may be offered.

38.25 If voluntary redundancy is offered to an Employee who expresses interest the conditions under Redundancy in clause 40: Redeployment and Redundancy will then apply.

38.26 If after calling for expressions of interest in redundancy there remain more directly affected ongoing Employees than there are substantially the same positions in the new structure, the University will fill the positions using merit based selection processes from among the group of directly affected ongoing Employees.

38.27 A directly affected ongoing Employee who is not placed or successful in merit based selection will become an "eligible employee".

38.28 The University may place an eligible employee in a new or vacant position in the new structure if the position is suitable and the eligible employee agrees to the placement, such agreement not to be unreasonably withheld. A suitable position is one for which the eligible employee possesses the necessary essential skills, qualifications and/or experience, or is likely to attain them following a reasonable period of retraining, and which is equivalent in salary to the eligible employee’s previous position. The process of placement will be supported by a centrally administered capability assessment process.

38.29 If an eligible employee agrees, the University may place them in a new or vacant position at a lower level in the new structure with salary maintained for all purposes at the level of their previous position for 12 months, after which it will be reduced to the maximum salary step of the position.

38.30 If there are 2 or more eligible employees being considered for placement in a suitable new or vacant position in the new structure, merit based selection will be followed to determine placement.

38.31 An eligible employee who is not placed will become a displaced employee and the conditions in clause 40: Redeployment and Redundancy will apply.

Relocation

38.32 If, following the approval to restructure their work unit, an ongoing or fixed-term Employee is placed in a position in the new structure at a different location from that of their previous position and this would result in an unreasonable increase in travel, costs or create an unreasonable impact on family responsibilities, the University will then consider any or all of the following relocation options if practicable:

(a) voluntary swap with another Employee in a similar position at a different location if the University agrees;

(b) flexible work practices such as working at the new location for an agreed number of days per week;

(c) working for a trial period in the new location with a review at the end of the trial period;

(d) telecommuting for a trial period from another location with a review at the end of the trial period;
(e) combination of working in the new location and telecommuting from another location with a review at the end of the trial period;

(f) other options suggested by the Employee, their Union and the University.

38.33 Relocation options, other than a voluntary position swaps, will be reviewed after 3 months and either confirmed or, if the option proves unworkable or the relocation remains unreasonable for the Employee, the Employee will then become a displaced Employee.

39. **JOB SECURITY AND OUTSOURCING**

39.1 Job security is important for the University to function effectively and achieve its strategic goals.

39.2 The University recognises the value of attracting, developing and retaining high quality staff on merit on a continuing employment basis and will initiate and pursue active programs within the term of this Agreement to:

(a) maintain overall levels of employment at the University over the life of this Agreement; and

(b) reduce systemic long term casualisation.

39.3 The University will not increase the use of casual employment at the expense of ongoing employment.

39.4 In the case of forecast reductions in workforce, the University will discuss with affected ongoing and fixed-term Employees issues that might lead to redeployment or redundancy before developing a formal change proposal. Such discussions may include the preparation of an issues paper which would be made available to affected Employees of the work unit prior to the development and release of a formal change proposal.

39.5 In the event of workforce reduction job security will be supported and facilitated by the following measures:

(a) pro-active case management of notified ongoing displaced Employees, with retrenchment being a last resort;

(b) use of redeployment in consultation with the affected Employee and their nominated representative, who may be an official of the Union;

(c) natural attrition;

(d) voluntary conversion to a reduced employment fraction for an agreed fixed period or on a continuing basis;

(e) voluntary transfer to another work unit;

(f) voluntary secondment;

(g) pre-retirement contracts;

(h) voluntary position swaps;

(i) voluntary leave without pay;
(j) voluntary taking of long service leave.

Outsourcing

39.6 A proposal for Outsourcing work will not be justified primarily on the basis that an outside provider has lower rates of pay than the University.

39.7 The University will adhere to the requirements of the Act in relation to proposed Outsourcing.

39.8 If Outsourcing is proposed, the University will follow the provisions as outlined in clause 38: Organisational Change. This will involve the preparation of a discussion paper under subclause 38.8 prior to the development of an organisational change proposal that includes the provision of evidence to support the case for Outsourcing as per subclause 38.12(f), and provide the opportunity to assess the proposal and present alternatives including the training and development of existing directly affected Employees.

39.9 Where an ongoing or fixed-term Employee is displaced as a result of Outsourcing, the Employee will be entitled to the payment prescribed by subclause 40.25.

39.10 The Implementation Committee will receive reports on any proposal for Outsourcing and provide advice on the implementation of this clause.

PART J: REDEPLOYMENT AND REDUNDANCY

40. REDEPLOYMENT AND REDUNDANCY

Displaced Employees

40.1 Organisational change made result in an ongoing Employee becoming a displaced employee because they are no longer to be gainfully employed in the type of work in which they were engaged provided that an Employee is not displaced if there are minor changes to the job or where there are changes to duties in accordance with the multi-skilling provisions contained in clause 24: Academic Career Development, Planning and Development.

40.2 Where positions are identified as discontinued in Organisational Change, affected position holders will have access to calculations of estimated redundancy entitlements.

40.3 Where a directly affected Employee expresses an interest in voluntary redundancy and that interest is approved for consideration by the Dean or Director of the School or work unit, a detailed estimate of the Employee’s redundancy entitlements including taxation, annual and long service leave entitlements will be provided by the University.

40.4 The University will advise a directly affected Employee in writing if they are displaced, giving them details of their redundancy payment including taxation, together with their annual leave and long service leave entitlements.

40.5 The University will fulfil its obligations to displaced Employees under the relevant provisions of the Act, including mitigating the likelihood of retrenchment (where practicable) within the provisions of this Agreement and where appropriate in relation to the Employee’s stated wishes, the University will:

(a) discuss with a displaced Employee their options regarding redeployment or redundancy; and

(b) pro-actively case manage and consult with the displaced Employee.
40.6 The University will provide the following support to displaced Employees:

(a) professional assistance in applying for positions, interview techniques and career planning;

(b) professional counselling;

(c) job search and career transition management services (which may include relevant and specifically targeted short term training programs).

40.7 If the University proposes transferring an ongoing or fixed-term Employee from the University to another employer, the following conditions will apply:

(a) no Employee will be forced to transfer to another employer;

(b) if an Employee wishes to remain with the University, the Employee will have access to the redundancy and redeployment provisions contained in this clause;

(c) if an Employee wishes to move to an outside organisation the University will facilitate the move on a short term trial or secondment, during which time the University will maintain the Employee’s conditions of employment as per this Agreement. The Employee will have access to the redundancy and redeployment provisions contained in this clause at the end of the short-term trial or secondment if the short-term trial or secondment does not result in the Employee being employed by the outside organisation.

Redundancy

40.8 Within 10 working days of receiving advice that they are displaced, an Employee will advise the University whether they elect redundancy.

40.9 An displaced Employee who elects redundancy should seek independent advice on taxation and superannuation.

40.10 A displaced Employee who elects redundancy will be entitled to:

(a) notice payment equal to 20 weeks at their Base Rate of Pay; and

(b) payment equal to 3 weeks at their Base Rate of Pay for each completed year of continuous service to a maximum of 60 weeks; or

(c) where the Employee is displaced as a result of outsourcing, payment equal to 4 weeks at their Base Rate of Pay for each completed year of continuous service to a maximum of 60 weeks.

40.11 A displaced Employee who elects redundancy will cease to be employed 10 working days after advising the University of their election or at another date agreed between the Employee and the University.

Redeployment

40.12 Within 10 working days of receiving advice that they are displaced, an Employee may elect in writing to be considered for redeployment. Their election must include a curriculum vitae to assist in the redeployment process.
40.13 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 redeployment period). A longer redeployment period may be agreed to by the University.

40.14 A displaced Employee who elects redeployment and who:

(a) is displaced through a decision by the University to outsource the work; and

(b) is aged 45 years or over, or has in excess of 15 years continuous service with the University,

will be entitled an extra 4 week period of redeployment.

40.15 During the Redeployment Period, a displaced Employee may continue to work in their own work unit, and/or work temporarily in another work unit, and/or undertake training. They will be given reasonable paid time off work to attend job interviews or other job search activities.

40.16 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.

40.17 The University will keep a register of displaced Employees and examine all vacant positions before advertising to determine whether there is a displaced Employee suitable for appointment.

40.18 A displaced Employee who has elected redeployment and who has the essential skills and qualifications to fill a suitable vacant position takes precedence over other persons in appointment to that position.

40.19 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.

40.20 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.

40.21 A displaced Employee seeking redeployment may also seek retraining to enable them to be redeployed to a specified position within the University.

40.22 The University is committed to providing reasonable time and resources for retraining.

Retrenchment

40.23 A displaced Employee who has elected redeployment will not be retrenched if there is a body of work being performed by casual employee/s that could be reallocated to them as an ongoing full-time or part-time workload, provided that the displaced Employee must be suitably qualified and have the capacity to perform the work and/or could be retrained within a reasonable period of time to perform the work.

40.24 If at the end of the redeployment period or period of retraining, a displaced Employee who has elected redeployment is not redeployed, they will be retrenched and will be entitled to:

(a) payment equal to 8 weeks at their Base Rate of Pay; and

(b) 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.
If a retrenched Employee, as described in subclause 40.24 is displaced as a result of outsourcing, the following entitlements will apply in lieu of the entitlements described in subclause 40.24:

(a) 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 continuous service with the University; and

(b) 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.

Funding for Redeployment, Redundancy and Retrenchment

The funding for retraining, redeployment, redundancy and retrenchment will be from a central University fund or provisioning provided for by the relevant Division, School, Unit or Centre budget.

PART K: ILL HEALTH OR INJURY

41. MANAGING ILL HEALTH OR INJURY

Application

41.1 The University acknowledges the importance of managing an Employee's return to work from ill health or injury within the framework outlined in this clause and in the context of the parties' legal obligations.

41.2 The procedures outlined in this clause apply to all Employees with the exception of:

(a) casual employees; and

(b) an Employee who has applied for, and been granted, an ill-health retirement or temporary disability benefit by the Employee’s superannuation fund.

41.3 For the avoidance of doubt, nothing in this clause precludes an Employee from applying to the Employee’s superannuation fund for ill health retirement or a temporary disability benefit.

41.4 If an Employee makes an application to the Employee’s superannuation fund for ill health retirement or temporary disability benefit which is supported by the University, the operation of the procedures outlined in this clause and any steps taken under those procedures will be suspended pending the determination of that application and will not apply if the application is accepted by the superannuation fund. If the application is not accepted by the superannuation fund, the operation of the procedures outlined in this clause and any steps taken under those procedures will resume.

41.5 Where it is unlikely that an ongoing or fixed-term Employee will be able to perform or resume their duties within a reasonable period of time, the Director, HR Strategy and Services or other person nominated by the University will case manage the process.

Procedures

41.6 The University may require an Employee to undergo an examination ("Medical Examination") by an independent medical practitioner or specialist nominated by the University where:

(a) the Director HR Strategy and Services or other person nominated by the University reasonably considers that the Employee’s ability to perform or resume their duties is in doubt because of the Employee’s illness or injury and it is unclear whether the employee will be able to perform or resume those duties within a reasonable period of time; or
the Director HR Strategy and Services or other person nominated by the University reasonably considers that 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.

41.7 An Employee who is required to undergo a Medical Examination under subclause 41.6(b) may be placed on sick leave or elect to utilise some other form of accrued leave pending conclusion of the procedures prescribed by this clause.

41.8 Where an Employee is required to undergo a Medical Examination:

(a) the University will provide the Employee with at least 2 weeks’ written notice of the Medical Examination unless there is concern regarding imminent harm to the Employee or others, in which case the Employee will be required to attend the Medical Examination as soon as reasonably practicable. The Employee may elect to attend the medical examination sooner if it is reasonably practicable to do so;

(b) the University will provide the Employee with a copy of the referral document sent to the medical practitioner or specialist; and

(c) the University will bear the expense of the Medical Examination.

41.9 The Employee may also provide medical information to the practitioner or specialist prior to the Medical Examination.

41.10 Where a Medical Examination is conducted under this clause, the medical practitioner or specialist will be asked to provide a written report to the University (“Medical Report”) advising:

(a) whether the Employee is able to perform or resume their duties and, if not, whether the Employee is likely to be able to perform or resume their duties within 12 months; and/or

(b) if the Employee is able to perform or resume their duties or is likely to be able to perform or resume their duties within 12 months, whether the Employee requires or will require any accommodations or assistance to perform or resume their duties and, if so, what accommodations or assistance; and/or

(c) whether the Employee’s illness or injury presents a risk of the health, safety or welfare of the Employee and/or other Employees and/or students being adversely affected and, if so, whether such risk is likely to persist for a period of 12 months or more.

Medical Report

41.11 A copy of the Medical Report will be provided to the Employee.

41.12 If the Medical Report provides that the Employee:

(a) is fit to perform or resume the Employee’s duties or will be able to perform or resume their duties within 12 months of the Medical Examination; or

(b) does not present a risk to the health, safety or welfare of the Employee and/or other Employees and/or students, or will no longer present such a risk within 12 months of the Medical Examination,

the University will refer to the Medical Report together with any medical report from the Employee’s treating specialist as the basis on which to plan and manage the Employee’s return to work.
If the Medical Report provides that the Employee:

(a) is not fit to perform or resume the Employee’s duties and is unlikely to be able to perform or resume their duties within 12 months of the Medical Examination; or

(b) presents a risk to the health, safety or welfare of the Employee and/or other Employees and/or students and is likely to do so for a period of 12 months or more,

the University may notify the Employee of the University’s intention to terminate their employment on medical grounds unless the Employee notifies the University in writing within 5 working days that the Employee wishes to have the findings contained in the Medical Report reviewed by an alternative medical practitioner or specialist nominated by the University (“Second Medical Examination”).

If the Employee:

(a) elects to not attend a Second Medical Examination; or

(b) fails to make an election,

their employment will be terminated effective upon expiration of the 5 working-day period, in which case the Employee will receive 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.

In the event that the Employee elects to attend a Second Medical Examination by an alternative medical practitioner or specialist, the University will bear the cost of the examination and provide the employee with not less than 7 days’ written notice to attend the Second Medical Examination.

The University will provide the medical practitioner or specialist with a copy of the Medical Report prior to the Second Medical Examination being carried out. The Employee may also provide medical information to the practitioner or specialist prior to the Second Medical Examination.

The University will require the medical practitioner or specialist who carries out the Second Medical Examination to provide a written report to the University regarding the Employee’s fitness for work (“Second Medical Report”).

The University will provide a copy of the Second Medical Report to the Employee.

If the Second Medical Report:

(a) does not confirm the findings of the Medical Report; or

(b) provides that the Employee is fit to perform or resume the Employee’s duties, or is likely to be able to perform or resume their duties within 12 months of the Second Medical Examination; or

(c) provides that the Employee does not present a risk to the health, safety or welfare of the Employee and/or other Employees and/or students, or will no longer present such a risk within 12 months of the Medical Examination,
the University will refer to the Second Medical Report together with any medical report from the Employee’s treating specialist as the basis on which to plan and manage the Employee’s return to work.

41.20 If the Second Medical Report:

(a) confirms the findings of the Medical Report; or

(b) provides that the Employee (whether on the grounds identified in the Medical Report or otherwise):

(i) is not fit to perform or resume the Employee’s duties and is unlikely to be able to perform or resume their duties 12 months of the Second Medical Examination; or

(ii) presents a risk to the health, safety or welfare of the Employee and/or other Employees and/or students and is likely to do so for a period of 12 months or more,

the University may provide the Employee with written notice of termination of the Employee’s employment effective immediately, in which case the Employee will receive 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.

Refusal or failure to attend medical examination

41.21 If the Employee refuses or fails without reasonable cause to attend a medical examination under this clause, the University will provide the Employee with an opportunity to show cause why the Employee’s employment should not be terminated.

41.22 In the event that the Employee fails to show reasonable cause as to why the Employee’s employment should not be terminated, the University may terminate the Employee’s employment effective immediately with payment in lieu of 4 weeks’ notice.

41.23 The Employee’s refusal or failure to attend a medical examination under this clause will not, however, constitute Misconduct or Serious Misconduct.

Option to resign

41.24 The University may provide the Employee with an opportunity to resign prior to effecting termination of employment in accordance with this clause provided that the resignation takes effect within 1 month of notice being given under subclause 41.13 or 41.20.

Workers compensation

41.25 The provisions of this clause do not apply to Employees who are in receipt of workers compensation benefits.

Anti-discrimination legislation

41.26 The provisions of this clause do not replace the University’s obligations under applicable anti-discrimination legislation.

Work health and safety legislation

41.27 Subject to applicable law, nothing in this clause precludes the University from taking any action it considers necessary to meet its obligations under applicable work health and safety legislation.
Sick Leave

41.28 Nothing in this clause gives the University a right to terminate an Employee’s employment for reason of their ill health or injury while the Employee is taking paid sick leave in accordance with this Agreement.

PART L: DISCIPLINARY PROCEDURES

42. UNSATISFACTORY PERFORMANCE

42.1 Unsatisfactory performance means performance of an Employee’s (other than casual Employees) allocated duties at a standard less than is reasonable, considering the level and duties of the position and taking into account any factors which may impede the Employee performing their duties at a satisfactory level. Examples of sufficient mitigating factors include relevant personal and health issues or the absence of training, resources or guidance which the Employee might reasonably expect to have received. An Employee’s inability to meet workloads demonstrated to be unreasonable does not constitute unsatisfactory performance.

42.2 If a matter involving unsatisfactory performance has been dealt with under clause 43: Misconduct or Serious Misconduct it will not be necessary to follow the procedures set out under this clause.

42.3 An Employee may choose to be accompanied by a support person or Representative, who may be an official of the relevant Union, at any stage of a process conducted under this clause.

42.4 A Supervisor will make all reasonable efforts to resolve instances of unsatisfactory performance informally using discussion, guidance, counselling and/or staff development, including directing the Employee to undertake a program to assist in improving performance. A Supervisor must give an Employee an opportunity to respond to any concerns about the Employee’s performance.

42.5 Disciplinary action should be used as a last resort. If a Supervisor has been unable to informally resolve instances of unsatisfactory performance, the Supervisor will formally interview the Employee (the "First Formal Interview"), giving the Employee an opportunity to respond.

42.6 A record of the First Formal Interview with the Supervisor will be made and given to the Employee together with a document setting out:

(a) the nature of the unsatisfactory performance;
(b) the specific areas that require improvement;
(c) the specific performance standard that is expected and how improvement will be measured;
(d) any support to be provided to assist the Employee to reach the specific performance standard;
(e) the length of the review period, which will provide a reasonable opportunity for the specific performance standard to be met; and
(f) the consequences of continued unsatisfactory performance.

The Employee may also have their comments recorded and placed on file. Where there are no further instances of formal discussion of unsatisfactory performance for a further period commensurate with the review period, the records will be removed from the file.
42.7 Before the commencement of the review period, an Employee may request that the Dean or Director of the School or work unit determine whether the specific performance standard that is expected is reasonable.

42.8 If after the review period the Supervisor determines that the specific performance standard identified in the First Formal Interview has been reached, the Supervisor will advise the Employee in writing.

42.9 If after the review period the Supervisor determines that the specific performance standard identified in the First Formal Interview has not been reached:

(a) but the Supervisor is of the view that:

(i) the Employee has exhibited a reasonable level of improvement towards reaching the specific performance standard(s) identified in the First Formal Interview; and

(ii) an extension of the review period would be appropriate to allow the Employee a further opportunity to achieve the required standard;

(b) then the Supervisor may extend the review period accordingly; or

(b) the Supervisor will make a written report describing the unsatisfactory performance and the record of attempts to remedy it. A copy of the report will be given to the Employee who, within 10 working days, may respond in writing to the Supervisor. The Supervisor will then provide a copy of the report and the Employee’s response to the Dean or Director of the School or work unit.

42.10 The Dean or Director, upon receipt of the Supervisor’s report and any response from the Employee, will determine whether the process under this clause has been followed. If the process has not been followed, the Dean or Director will recommence the process. If the process has been followed, then the Dean or Director will formally interview the Employee (the “Second Formal Interview”), giving the Employee an opportunity to respond.

42.11 A record of the Second Formal Interview with the Dean or Director will be made and given to the Employee, together with a document setting out:

(a) the nature of the unsatisfactory performance;

(b) the specific areas that required improvement;

(c) the specific performance standard that was expected and how improvement will be measured;

(d) any support provided to assist the Employee to reach the specific performance standard; and

(e) the consequences of continued unsatisfactory performance.

The Employee may have their comments recorded and placed on file.

42.12 If after the Second Formal Interview the Dean or Director determines that the specific performance standard identified in the First Formal Interview has not been reached, the Dean or Director will advise the Employee in writing. The Dean or Director will provide a report to the Employment Executive Member recommending disciplinary action.

42.13 Following consideration of the report (including any comments recorded from the Employee), the Employment Executive Member may decide to:

(a) take no further action;
(b) refer the matter back to the Dean or Director and Supervisor to ensure that the disciplinary processes contained in this clause have been complied with in substance and in a manner appropriate to the circumstances;

(c) take disciplinary action, which may include, but is not limited to the removal of duties and/or responsibilities for which the Employee is paid an allowance, or demotion by one or more classification levels or increments; or

(d) recommend to the Vice-Chancellor that the employment of the Employee be terminated.

42.14 The Employment Executive Member will advise the Employee in writing of their decision or recommendation in relation to disciplinary action. The Employee may make a written submission to the Employment Executive Member within 5 days of receipt of the advice. Where a recommendation to the Vice-Chancellor that the employment of the Employee be terminated has been proposed, the Employee may also request a review of the process leading to the Employment Executive Member’s recommendation, in which case the Employment Executive Member will refer the matter to an Unsatisfactory Review Performance Committee (“Review Committee”).

42.15 If the Employee does not make a submission under subclause 42.14, the Employment Executive Member will confirm their decision under subclause 42.13.

42.16 If the Employee makes a submission under subclause 42.14, the Employment Executive Member may, having considered the submission:

(a) confirm their decision under subclause 42.13; or

(b) decide to take some other form of action under subclause 42.13.

42.17 If the Employment Executive Member makes a recommendation to the Vice-Chancellor pursuant to subclauses 42.15 or 42.16, the Vice-Chancellor may:

(a) refer the matter back to the Employment Executive Member for other action; or

(b) terminate the employment of the Employee with notice.

**Unsatisfactory Performance Review Committee**

42.18 The Review Committee will be convened within 15 working days where practicable and will comprise:

(a) an Employee of the University nominated by the University;

(b) a trained Employee of the University who is nominated by the staff representatives on the Implementation Committee, and who is drawn from a pool of trained Employees selected through an expression of interest process by the Implementation Committee; and

(c) an independent Chair selected by the Vice-Chancellor from a pool of Chairs in consultation with the relevant Union. Chairs appointed under this clause will have relevant experience and be independent.

42.19 The terms of reference of the Review Committee will be to report on whether the process set out in this clause has been followed.

42.20 A Review Committee will:

(a) allow the Employee and the University to choose to be assisted by an Employee of the University or their Representative;

(b) provide an opportunity for the Employee to be interviewed;
(c) interview any person to establish the facts as to whether the process referred to in this clause was followed;

(d) conduct all interviews in the presence of the Employee or, where requested, the Employee's Representative and the University's representative;

(e) conduct proceedings as expeditiously and confidentially as possible, consistent with the need for fairness;

(f) ensure that the Employee or their Representative and the University or its representative have the right to ask questions of interviewees and to make submissions;

(g) keep a record of its proceedings; and

(h) provide a written report to the Vice-Chancellor with a copy to the Employee as soon as possible following the conclusion of its proceedings.

The Employee will be given 5 working days to respond to the report of the Review Committee.

42.21 Having considered the report of the Review Committee and any response from the Employee, the Vice-Chancellor may then decide to:

(a) take no further action and advise the Employee in writing and may, with their agreement, publish the advice in an appropriate manner;

(b) take action to remedy any procedural problem; or

(c) take action to formally terminate employment.

42.22 Where a decision to take action has been made in accordance with this clause, no further appeal can be made within the University. Nothing in this clause will be construed as excluding the jurisdiction of any external court or tribunal which, but for this clause, would be competent to deal with the matter.

42.23 Nothing in this clause prevents the termination of employment of an Employee under clause 13: Probation.

42.24 Nothing in this clause prevents the Vice-Chancellor or the Employment Executive Member referring a question of possible unsatisfactory performance to a Supervisor for appropriate action.

Notice of Termination of Employment

42.25 If the University terminates the employment of an Employee for unsatisfactory performance, the following formal notice of termination will be given to the Employee:

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<thead>
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<th>Period of continuous service</th>
<th>Period of notice</th>
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<tr>
<td>1 year or less</td>
<td>1 week</td>
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<tr>
<td>More than 1 year and up to 3 years</td>
<td>2 weeks</td>
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<td>More than 3 years and up to 5 years</td>
<td>3 weeks</td>
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<tr>
<td>More than 5 years</td>
<td>4 weeks</td>
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or such greater notice as is provided for under the Employee’s contract of employment. In addition to this period of notice, Employees who are over 45 years of age at the time of the giving of notice and who have at least 2 years’ continuous service with the University will receive an additional one week of notice.

43. MISCONDUCT OR SERIOUS MISCONDUCT

Application
43.1 This clause applies to all Employees, excluding casual Employees and Employees serving the first 9 months of a probationary period. For Employees serving the first 9 months of a probationary period, subclause 13.20 applies.

Definitions

43.2 For the purposes of this clause:

(a) “Disciplinary Action” means any action by the University to discipline an Employee for Misconduct or Serious Misconduct and may include one or more of the following:

(i) formal counselling;
(ii) staff development (including training);
(iii) warnings (including written warnings);
(iv) withholding an increment for up to one year;
(v) demotion by one or more classification levels or increments; and/or
(vi) termination of employment (in cases of Serious Misconduct only);

(b) “Misconduct” means conduct that is not Serious Misconduct but is nevertheless conduct that is:

(i) dereliction of the duties required of the Employee’s position;
(ii) conduct that causes an impediment to the carrying out of an Employee’s duties or to other Employees carrying out their duties;
(iii) a breach of the Employee’s contract of employment which does not warrant the termination of the Employee’s employment; or
(iv) a breach of the University’s policy which does not warrant the termination of the Employee’s employment.

(c) “Serious Misconduct” means:

(i) a serious dereliction of duties;
(ii) conduct that causes a serious impediment to an Employee carrying out their duties or to other Employees carrying out their duties;
(iii) a serious breach of the Employee’s contract of employment which may, if proven, warrant the termination of the Employee’s employment under this Agreement;
(iv) a serious breach of the University’s policy which may, if proven, warrant the termination of the Employee’s employment;
(v) wilful or deliberate behaviour by the Employee that is inconsistent with the continuation of their contract of employment;
(vi) conduct that causes serious and imminent risk to:
A. the health and safety of a person, where the conduct represents a wilful or deliberate disregard of such health or safety; or

B. the reputation, viability or profitability of University business, other than conduct in accordance with clause 57: Intellectual Freedom;

(vii) engaging in theft, fraud or assault in the course of the Employee’s employment;

(viii) being under the influence of a legal or illegal substance that may impact the Employee’s judgment and ability to perform their duties. An Employee will be taken to be under the influence if the Employee’s faculties are, by reason of the Employee being under the influence of intoxicating liquor or a drug (except a drug administered by, or taken in accordance with the directions of, a person lawfully authorised to administer the drug) so impaired that the Employee is unfit to be entrusted with the Employee’s duties or with any duty that the Employee may be called upon to perform;

(ix) refusing to carry out a lawful and reasonable instruction that is consistent with the Employee’s contract of employment; and

(x) where there has been a previous finding of Misconduct made against an Employee, an act of Misconduct which has not previously been the subject of the relevant processes, the total effect of which amounts to Serious Misconduct.

General

43.3 The University may only take action against an ongoing or fixed-term Employee for alleged Misconduct or Serious Misconduct under this clause.

43.4 If a matter involving Misconduct has been dealt with in good faith under clause 42: Unsatisfactory Performance, it will not be necessary to follow the procedures set out in this clause.

43.5 An Employee may choose to be accompanied by a work colleague or Representative at any stage of a process conducted under this clause.

43.6 If there is a potential conflict of interest regarding a person required to deal with a matter for the University under this clause, the University may nominate an alternate person to deal with the matter.

43.7 The making of a frivolous, vexatious or bad faith complaint or allegation (which may include fabricating the complaint or allegation) will be dealt with under the procedures prescribed by this clause.

43.8 All documents relevant to the process conducted under this clause should be kept, including but not limited to meeting notes.

Suspension in cases of alleged Serious Misconduct

43.9 An Employee may be suspended at any stage of a process conducted under this clause:

(a) with pay if there is a possibility of a risk to: the health and safety of a person; the security, reputation, viability, or profitability of the University’s business; or of interference with evidence relevant to the investigation;

(b) without pay if it would be unreasonable to allow the Employee to continue in paid employment during the process.
43.10 Any suspension without pay will be subject to the following:

(a) where suspension occurs whilst the Employee is on paid leave, the Employee will continue to be paid for the duration of the leave; and

(b) the Employee can engage in paid employment or utilise accrued annual or long service leave entitlements for the duration of the suspension.

43.11 If the Employee is suspended without pay, the University will do everything practically possible to expedite the procedures. Any Employee suspended without pay whose allegations are not sustained following investigation will be paid for any lost income; and

43.12 During any period of suspension, the Employee will be excluded from University premises except for reasonable access to prepare their case and/or collect personal property.

Agreed early resolution

43.13 At any stage during the process prescribed by this clause, the University and the Employee may 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.

43.14 In the event that the University and the Employee are unable to reach a mutually agreed early resolution of the matter within the period agreed for early resolution, the process will be resumed.

43.15 Unless otherwise agreed, any time taken or information exchanged during successful or attempted early resolution cannot be relied upon by any party to the benefit or prejudice of the University or the Employee.

Informal Resolution

43.16 Where an Employee is alleged to have engaged in Misconduct or Serious Misconduct, the University (the Office of People and Culture) will determine whether it is appropriate for the matter to be dealt with under this clause.

43.17 If, following the preliminary inquiry, the University (the Office of People and Culture) is of the view that the matter may give rise to a finding of Misconduct and warrants further action, the University will make all reasonable efforts to informally resolve the matter using discussion, guidance, counselling and/or staff development.

43.18 Informal resolution of a matter that, in the University's view, may give rise to a finding of Misconduct, may include the Employee admitting to the conduct alleged and/or an agreement being made for early resolution of the matter.

43.19 If the University is unable to resolve alleged Misconduct informally, it will refer the matter for formal investigation.

43.20 If the University (the Office of People and Culture) is of the view that the matter may give rise to a finding of Serious Misconduct and warrants further action, informal resolution will not apply and the matter will be referred immediately for formal investigation.

Formal Investigation

43.21 A formal investigation into alleged Misconduct or Serious Misconduct will be carried out by an investigator appointed from a pool of investigators agreed between the University and the Unions.
43.22 The University will provide the investigator with terms of reference to report on the facts relating to the allegation(s), including whether any mitigating circumstances are evident.

43.23 The University will advise the Employee of its decision to conduct an investigation into alleged Misconduct or Serious Misconduct and of clause 51: Employee Representation, 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.

43.24 If the Employee is advised of the University’s decision to conduct an investigation, then, as part of the formal investigation:

(a) the investigator will provide the Employee with an opportunity to be interviewed;

(b) the Employee may provide the investigator with a list of persons relevant to the investigation together with the contact details of those persons (where known by the Employee) and a brief summary of the evidence that they are expected to provide;

(c) the investigator will interview any person to establish the facts and any mitigating circumstances;

(d) the investigator will make all reasonable attempts to interview persons nominated by the Employee. Any refusal or failure by a nominated person to participate in the formal investigation will not prejudice the investigation;

(e) the investigator will take into account any information relevant to the matter; and

(f) the investigator will give adequate opportunity to the Employee or their Representative to respond to the allegations and/or make submissions and/or challenge any evidence.

43.25 The investigator will decide the appropriate process for the investigation including:

(a) who the investigator will interview;

(b) what documents the investigator will review;

(c) what other information the investigator will take into account;

(d) on what basis interviews will be conducted, provided that an interviewee will have the right to be accompanied by a Representative or support person, who may be an official of the Union acting in the capacity of a support person; and

(e) confidentiality obligations.

43.26 The investigator will conduct the investigation as expeditiously and confidentially as possible.

43.27 The investigator will provide a written report about the facts to the University after the conclusion of the investigation. The report must include:

(a) any documents provided to and relied upon by the investigator in reporting on the facts; and

(b) a summary of the evidence relied upon by the investigator arising out of interviews.

The report must not include any working documents prepared by or for the investigator or any notes or records of interview.
43.28 If, following completion of the investigation and consideration of the investigator’s report, the University is of the view that:

(a) no further action in relation to the alleged Misconduct or Serious Misconduct is warranted, the University will advise the Employee of its decision in writing;

(b) further action in relation to the alleged Misconduct or Serious Misconduct is warranted, the University will issue formal allegations of Misconduct or Serious Misconduct in accordance with subclause 43.29;

(c) the complainant may have made a frivolous, vexatious or bad faith complaint or allegation (or fabricated the complaint or allegation), then the complainant’s conduct will be dealt with under the process prescribed in this clause.

Allegations

43.29 If the University has determined that formal allegations of Misconduct or Serious Misconduct should be laid, the University will notify the Employee of the allegation(s) in writing and in sufficient detail to enable the Employee to understand, and respond to, the allegation(s), together with a copy of all parts of the investigator’s report relied upon by the University in making the allegation(s). Before providing the report or extracts from the report to the Employee, the University will remove any material it considers should be excluded if exceptional circumstances exist.

43.30 The Employee will be given 10 working days (or longer period as agreed) to respond to the allegation(s).

43.31 When providing their response to the allegation(s), the Employee can request that the matter be referred to a Misconduct Committee.

Misconduct Committee

43.32 Where a matter is referred to a Misconduct Committee, the Committee will be convened within 10 working days where possible. The Misconduct Committee will consist of 3 members as follows:

(a) an Employee of the University nominated by the University;

(b) a trained employee of the University who is nominated by the staff representatives on the Implementation Committee, and who is drawn from a pool of trained employees selected through an expression of interest process by the Implementation Committee; and

(c) an independent Chair selected by the Vice-Chancellor from a pool of Chairs and, where the employee is a Union member, by agreement with the relevant Union. Chairs appointed under this clause will have relevant experience and be independent.

43.33 The role of the Misconduct Committee will be to provide a report to the University regarding any matters that the Misconduct Committee considers the University should take into account when making any decision regarding the allegation(s) and the Employee. In doing so, the Misconduct Committee will consider:

(a) the investigator’s report;

(b) the allegation(s) of Misconduct or Serious Misconduct made against the Employee;

(c) the Employee’s response to the allegations of Misconduct or Serious Misconduct;
(d) any additional submissions or material provided to, or sought by, the Misconduct Committee by/from the Employee in person or in writing in relation to the allegation(s);

(e) any mitigating circumstances;

(f) whether the procedures that were followed by the investigator under subclause 43.25 afforded procedural fairness to the Employee; and

(g) any other matters that may have a material relevance to any decision which may be made by the University regarding disciplinary action.

43.34 The role of the Misconduct Committee will not be to reinvestigate the matter. The Misconduct Committee may, however, consider additional material evidence (whether from persons or documents) which was not available to the investigator.

43.35 The Misconduct Committee will prepare any report as expeditiously and confidentially as possible.  

Determination

43.36 After considering the Employee’s response to the allegation(s) of Misconduct or Serious Misconduct and, if applicable, the report of the Misconduct Committee, the University will determine what, if any, Disciplinary Action should be taken.

43.37 Any decision to terminate an Employee’s employment must be approved by the Vice-Chancellor, but only after the Employee has been given an opportunity to respond to a show cause letter. An Employee will be given 10 working days (or longer period as agreed) to respond to a show cause letter.

43.38 Where a decision to take action has been made in accordance with this clause, no further appeal can be made within the University. Nothing in this clause will be construed as excluding the jurisdiction of any external court or tribunal which would be competent to deal with this matter.

Notice of Termination of Employment

43.39 The University may terminate the employment of an Employee for Serious Misconduct with the following notice of termination or payment in lieu:

<table>
<thead>
<tr>
<th>Period of continuous service</th>
<th>Period of notice</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 year or less</td>
<td>1 week</td>
</tr>
<tr>
<td>More than 1 year and up to 3 years</td>
<td>2 weeks</td>
</tr>
<tr>
<td>More than 3 years and up to 5 years</td>
<td>3 weeks</td>
</tr>
<tr>
<td>More than 5 years</td>
<td>4 weeks</td>
</tr>
</tbody>
</table>

or such greater notice as is provided for under the Employee’s contract of employment. In addition to this period of notice, Employees who are over 45 years of age at the time of the giving of notice and who have at least 2 years’ continuous service with the University will receive an additional one week’s notice or payment in lieu.

43.40 The University may terminate the employment of an Employee without notice where the Employee is found to have engaged in conduct of a kind envisaged in the Act such that it would be unreasonable to require the University to continue employment during a notice period.

44. RESEARCH MISCONDUCT

Application
This clause applies to all Employees with the exception of casual Employees and Employees serving the first 9 months of a probationary period.

**Definitions**

For the purposes of this clause:

(a) “Australian Code” means the *Australian Code for the Responsible Conduct of Research* as varied or replaced from time to time;

(b) “Breach” means a deviation from the University Code or the Australian Code where the Employee involved has not had a previous finding of a Breach or Research Misconduct, and the consequences arising from their Breach are not sufficiently serious to amount to Research Misconduct.

(c) “Disciplinary Action” may include one or more of the following:

(i) formal counselling;
(ii) staff development (including training);
(iii) warnings (including written warnings);
(iv) withholding an increment for up to one year;
(v) demotion by one or more classification levels or increments; and/or
(vi) termination of employment (in cases of Research Misconduct only);

(d) “Research Misconduct” means a deviation from the University Code or the Australian Code that:

(i) is intentional or deliberate;
(ii) is reckless;
(iii) involves gross or persistent negligence; or
(iv) involves repeated errors (either by act or omission) over a period of time that, when taken together, amount to an unacceptable level of error for research;

where the Employee involved has a previous finding of a Breach or Research Misconduct against them, or the Employee has previously been subject to counselling or direction in relation to an alleged Breach or Research Misconduct, or there are serious consequences arising from the deviation, such as false information on the public record or adverse effects on research participants, animals or the environment; and

(e) “University Code” means the University’s *Research Code of Practice* as varied or replaced from time to time.

**Examples of Breach and/or Research Misconduct**

Examples of conduct that may constitute a Breach and/or Research Misconduct include, but are not limited to:
(a) fabrication, falsification, plagiarism or deception in proposing, carrying out or reporting the results of research, including:

(i) claiming results where none have been obtained;

(ii) falsification of material, including changing records, falsifying data or falsely claiming inventorship;

(iii) copying of textual material or the use of other people’s data and/or ideas without appropriate acknowledgment;

(iv) misleading ascription of authorship, including listing authors without their permission, attributing work to anyone who has not contributed to the research and the lack of appropriate acknowledgment of work produced by others;

(b) failure to conduct research or follow research protocols:

(i) as approved by a research ethics committee; and/or

(ii) in accordance with standards commonly accepted within the research community for proposing, conducting or reporting research, particularly where this failure may result in unreasonable risk or harm to humans, animals or the environment;

(c) conducting research without required ethics approval;

(d) failure to declare or manage a serious conflict of interest;

(e) the wilful concealment or facilitation of Research Misconduct by others; or

(f) other practices that seriously deviate from those commonly accepted within the research community for proposing, conducting or reporting research, but do not include honest differences in judgment in management of the research project, and may not include honest errors that are minor or unintentional.

General

44.4 The University may only take action against an Employee for an alleged Breach or alleged Research Misconduct under this clause.

44.5 If a matter involving an alleged Breach or alleged Research Misconduct has been dealt with in good faith under clause 42: Unsatisfactory Performance, it will not be necessary to follow the procedures set out in this clause.

44.6 An Employee may choose to be accompanied by a support person or Representative at any stage of a process conducted under this clause.

44.7 If there is a potential conflict of interest regarding a person required to deal with a matter for the University under this clause, the University may nominate an alternate person to deal with the matter.

44.8 All Employees have an obligation to report a potential Breach or potential Research Misconduct to the relevant School or Institute Director of Research (or equivalent) in a timely manner. An
Employee is expected to raise any such allegation in good faith. If an Employee makes an allegation that is frivolous, vexatious or in bad faith, the University may initiate disciplinary action against that Employee under clause 43: Misconduct or Serious Misconduct.

**Records**

44.9 All documents relevant to the process conducted under this clause should be kept including, but not limited to, meeting notes.

**Suspension in cases of alleged Research Misconduct**

44.10 An Employee may be suspended at any stage of a process conducted under this clause:

(a) with pay if there is a possibility of a risk to: the health and safety of a person; the security, reputation, viability, or profitability of the University’s business; or of interference with evidence relevant to the investigation; or

(b) without pay if it would be unreasonable for the Employee to continue in paid employment during the process.

44.11 Any suspension without pay will be subject to the following:

(a) where the suspension occurs whilst the Employee is on paid leave, the Employee will continue to be paid for the duration of the leave; and

(b) the Employee can engage in paid employment or utilise accrued annual or long service leave entitlements for the duration of the suspension.

44.12 If the Employee is suspended without pay, the University will do everything practically possible to expedite the procedures. Any Employee suspended without pay whose allegations are not sustained following investigation will be paid for any lost income.

44.13 During any period of suspension, the Employee will be excluded from University premises except for reasonable access to prepare their case and/or collect personal property.

**Agreed early resolution**

44.14 At any stage of a process conducted under this clause, the University and the Employee may 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.

44.15 In the event that the University and the Employee are unable to reach a mutually agreed early resolution of the matter within the period agreed for early resolution, the process will be resumed.

44.16 Unless otherwise agreed, any time taken or information exchanged during successful or attempted early resolution cannot be relied upon by any party to the benefit or prejudice of the University or the Employee.

**Procedures**

44.17 An alleged Breach or alleged Research Misconduct will, in the first instance, be referred to the relevant School or Institute Director of Research (or equivalent) who will, in conjunction with the Dean or Director of the Employee’s School or work unit, make preliminary enquiries to gather relevant material and ascertain whether there is a prima facie case of Breach or Research Misconduct.
Informal resolution

44.18 If, following preliminary enquiries, the Director of Research and Dean or Director are of the view that the matter may give rise to a finding of a Breach and warrants further action, the Dean or Director will make all reasonable efforts to informally resolve the matter using discussion, guidance, counselling and/or staff development where it is appropriate to do so.

44.19 Informal resolution of a matter that may give rise to a finding of a Breach may include the Employee admitting to the conduct alleged and/or an agreement being made for early resolution of the matter.

44.20 If the Dean or Director is unable to resolve the alleged Breach informally, they will refer the matter for Research Investigation.

44.21 If, following preliminary enquiries, the Director of Research and Dean or Director are of the view that the matter may give rise to a finding of Research Misconduct and warrants further action, informal resolution will not apply and the matter will be referred immediately for Research Investigation.

Research Investigation

44.22 Where:

(a) informal resolution of an alleged Breach is not appropriate;

(b) informal resolution of an alleged Breach is unsuccessful; or

(c) the preliminary enquiries of the Director of Research and Dean or Director indicate a prima facie case of Research Misconduct,

the matter will be referred to the Deputy Vice-Chancellor (Research and Development) ("DVC(R&D)") (or their nominee, being a senior member of the University who is experienced in research and research management) for consideration. If the DVC(R&D) (or nominee) considers that the matter warrants further action, the DVC(R&D) (or nominee) will carry out a formal investigation to ascertain relevant facts ("Research Investigation").

44.23 The DVC(R&D) (or nominee) will advise the Employee of the decision to conduct a Research Investigation and of clause 51: Employee Representation, unless the DVC(R&D) (or nominee) determines that exceptional circumstances exist and that it is not appropriate for the Employee to be aware of and involved in the investigation.

44.24 If the Employee is advised of the decision to conduct a Research Investigation, then as part of the Research Investigation:

(a) the DVC(R&D) (or nominee) will provide the Employee with an opportunity to be interviewed;

(b) the Employee may provide the DVC(R&D) (or nominee) with a list of persons relevant to the investigation together with the contact details of those persons (where known by the Employee) and a brief summary of the evidence that they are expected to provide;

(c) the DVC(R&D) (or nominee) will interview any person to establish the facts and any mitigating circumstances;
(d) the DVC(R&D) (or nominee) will make all reasonable attempts to interview persons nominated by the Employee. Any refusal or failure by a nominated person to participate in the Research Investigation will not prejudice the investigation;

(e) the DVC(R&D) (or nominee) will take into account any information relevant to the matter; and

(f) DVC(R&D) (or nominee) will give adequate opportunity to the Employee or their Representative to respond to the allegations and/or make submissions and/or challenge any evidence.

44.25 In all other respects, and irrespective of whether the Employee has been advised of the decision to conduct a Research Investigation, the DVC(R&D) (or nominee) will decide the appropriate process for the Research Investigation, including:

(a) who the DVC(R&D) (or nominee) will interview;

(b) what documents the DVC(R&D) (or nominee) will review;

(c) what other information the DVC(R&D) (or nominee) will take into account;

(d) on what basis interviews will be conducted, provided that an interviewee will have the right to be accompanied by a Representative or support person, who may be an official of the Union acting in the capacity of a support person; and

(e) confidentiality obligations.

44.26 The DVC(R&D) (or nominee) will conduct the Research Investigation as expeditiously and confidentially as possible.

44.27 If, following completion of the Research Investigation, the DVC(R&D) (or nominee) is of the view that:

(a) an alleged Breach or alleged Research Misconduct has not occurred, the DVC(R&D) (or nominee) will advise the Dean or Director of the Employee’s School or work unit accordingly and no further action will be taken;

(b) an alleged Breach has occurred, the matter will be referred to the Dean or Director of the Employee’s School or work unit for Disciplinary Action (other than termination of employment); or

(c) alleged Research Misconduct has occurred, the DVC(R&D) (or nominee) will issue formal allegations of Research Misconduct in accordance with subclause 44.28.

If the Employee has been advised of the Research Investigation, the DVC(R&D) (or nominee) will also advise the Employee of the outcome of the investigation.

Allegation(s)

44.28 If the DVC(R&D) (or nominee) has determined that formal allegations of Research Misconduct should be laid, the DVC(R&D) (or nominee) will notify the Employee of the allegation(s) in writing and in sufficient detail to enable the Employee to understand, and respond to, the allegation(s).

44.29 The Employee will be provided with 10 working days (or longer period as agreed) in which to respond to the allegation(s).
Response to allegation(s)

44.30 If the Employee denies the allegation(s) of Research Misconduct:

(a) and the DVC(R&D) (or nominee) determines that the Employee has not engaged in Research Misconduct, the allegation(s) will be dismissed and the Employee advised accordingly in writing within 10 working days;

(b) and the DVC(R&D) (or nominee) determines that the Employee has not engaged in Research Misconduct but has committed a Breach, the DVC(R&D) (or nominee) will refer the matter to the Dean or Director of the Employee’s School or work unit for Disciplinary Action (other than termination of employment) within 10 working days and take no further action;

(c) but the DVC(R&D) (or nominee) remains concerned that Research Misconduct has occurred, the matter will be referred to a Research Misconduct Panel.

44.31 If the Employee admits the allegation(s) of Research Misconduct, the matter will be referred to the Vice-Chancellor, who will:

(a) provide the Employee with 5 working days to submit, in writing, any matters that the Employee may wish the Vice-Chancellor to take into account when determining whether termination should be effected or alternatively, some other form of Disciplinary Action imposed;

(b) have regard to any matters submitted by the Employee; and

(c) advise the Employee in at least 10 working days in writing of the Vice-Chancellor’s determination.

Research Misconduct Panel

44.32 The role of the Research Misconduct Panel is to provide a written report to the Vice-Chancellor setting out its findings of fact regarding the alleged Research Misconduct, including whether any mitigating circumstances exist.

44.33 The Research Misconduct Panel will comprise three members, subject to the following:

(a) one member nominated by the University, who should have knowledge and experience in the relevant field of research;

(b) one member nominated by the Union, who should be familiar with the responsible conduct of research; and

(c) one member nominated by agreement between the University and the Union (with agreement not to be unreasonably withheld by either party), who should have experience on similar panels or have relevant experience or expertise.

44.34 Members of the Research Misconduct Panel can be drawn from University Employees or externally as required. All members must be free from bias or conflicts of interest.

44.35 The Research Misconduct Panel will determine its own procedure in order to effectively carry out its role, but as a minimum the Panel will:
(a) provide an opportunity for the Employee to be interviewed, make submissions, and present and challenge evidence regarding the allegation(s), including asking questions of anyone interviewed by the Panel and put forward any mitigating circumstances;

(b) allow the Employee to provide the Panel with a list of persons relevant to the proceedings together with the contact details of those persons (where known by the Employee) and a brief summary of the evidence that they are expected to give. Any refusal or failure by a nominated person to participate in the proceedings will not prejudice the proceedings;

(c) interview any person it considers appropriate to establish the facts and any mitigating circumstances;

(d) conduct all interviews in the presence of the Employee unless it is not appropriate to do so, in which case the person may be interviewed by videolink;

(e) allow the Employee and the University to choose to be assisted by an Employee of the University or their Representative;

(f) conduct proceedings as expeditiously and confidentially as possible, consistent with the need for fairness; and

(g) take into account any other information relevant to the allegation(s).

The Panel may also seek further material as it believes appropriate.

44.36 The Research Misconduct Panel will, where possible, provide its written report to the Vice-Chancellor within 10 working days of the conclusion of its proceedings. A copy of the Panel’s report will also be provided to the Employee.

**Determination**

44.37 Having considered the Research Misconduct Panel’s report, the Vice-Chancellor may:

(a) determine that the Employee has not engaged in Research Misconduct, in which case the allegation(s) will be dismissed and the Employee advised accordingly in writing and may, by agreement with the Employee, publish the decision in an appropriate manner;

(b) determine that the Employee has not engaged in Research Misconduct but has committed a Breach, in which case the Vice-Chancellor will refer the matter to the Dean or Director of the School or work unit for Disciplinary Action (other than termination of employment); or

(c) determine that the Employee has engaged in Research Misconduct, in which case the Vice-Chancellor will:

   (i) provide the Employee with 5 working days to submit, in writing, any matters that the Employee may wish the Vice-Chancellor to take into account when determining whether termination should be effected or alternatively, some other form of Disciplinary Action imposed;

   (ii) have regard to any matters submitted by the Employee; and

   (iii) advise the Employee in writing of the Vice-Chancellor’s determination within 10 working days.
44.38 Where a decision to take action has been made in accordance with this clause, no further appeal can be made within the University. Nothing in this clause will be construed as excluding the jurisdiction of any external court or tribunal which would be competent to deal with this matter.

**Notice of Termination of Employment**

44.39 The University may terminate the employment of an Employee for Research Misconduct with the following notice of termination or payment in lieu:

<table>
<thead>
<tr>
<th>Period of continuous service</th>
<th>Period of notice</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 year or less</td>
<td>1 week</td>
</tr>
<tr>
<td>More than 1 year and up to 3 years</td>
<td>2 weeks</td>
</tr>
<tr>
<td>More than 3 years and up to 5 years</td>
<td>3 weeks</td>
</tr>
<tr>
<td>More than 5 years</td>
<td>4 weeks</td>
</tr>
</tbody>
</table>

or such greater notice as is provided for under the Employee’s contract of employment. In addition to this period of notice, Employees who are over 45 years of age at the time of the giving of notice and who have at least 2 years’ continuous service with the University will receive an additional one week’s notice or payment in lieu.

44.40 The University may terminate the employment of an Employee found to have engaged in Research Misconduct without notice if it would be unreasonable to require the University to continue employment during a notice period.

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**PART M: CESSATION OF EMPLOYMENT**

45. **NOTICE OF RESIGNATION AND TERMINATION**

45.1 An Employee who wishes to resign must give the University with at least 6 weeks' notice unless the Employee and the University agree otherwise.

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

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

46. **ABANDONMENT OF EMPLOYMENT**

46.1 Where an ongoing or fixed-term Employee has been absent from work for a continuous period of at least 5 working days without the approval of the University, the University may liaise with the Employee's Supervisor and the Employee's Dean or Director regarding the known circumstances of the Employee’s absence. In the absence of any reasonable explanation of the Employee’s absence, the University will then make reasonable attempts to contact the Employee, including sending a registered letter to the Employee’s last known address requesting an explanation for the unauthorised absence from work. The registered letter will be taken to be received by the Employee 2 working days after the working day on which it is sent by the University.

46.2 Subject to subclauses 46.3 and 46.6, an Employee will be placed on unauthorised leave without pay for any period of absence under this clause.

46.3 If the Employee responds to the University’s letter within 5 working days of receipt of that letter and provides a reasonable explanation for their absence, they may apply for an appropriate form of leave to cover the period of absence.
46.4 If the Employee responds to the University’s letter within 5 working days of receipt of that letter and fails to provide a reasonable explanation for their absence, then the Employee’s employment will be treated as having been terminated by the Employee with effect from the last day on which the Employee:

(a) attended work; or
(b) was on approved leave.

46.5 If the Employee does not respond to the University's letter within 5 working days of receipt of that letter, the University will send a further registered letter to the Employee’s last known address requesting an explanation for the unauthorised absence from work and advising the Employee that, in the absence of a reasonable explanation, the Employee’s employment will be treated as having been terminated by the Employee with effect from the last day on which the Employee:

(a) attended work; or
(b) was on approved leave.

The further registered letter will be taken to be received by the Employee 2 working days after the working day on which it is sent by the University. The University may also attempt to contact the Employee’s nominated emergency contact regarding the circumstances of the Employee’s absence.

46.6 If the Employee responds to the University’s further letter within 5 working days of receipt of that letter and provides a reasonable explanation for their absence, or the Employee’s nominated emergency contact provides a reasonable explanation for the Employee’s absence, the Employee may apply for an appropriate form of leave to cover the period of absence.

46.7 If the Employee responds to the University’s further letter within 5 working days of receipt of that letter and fails to provide a reasonable explanation for their absence, or the Employee’s nominated emergency contact does not provide a reasonable explanation for the Employee’s absence, then the Employee’s employment will be treated as having been terminated by the Employee with effect from the last day on which the employee:

(a) attended work; or
(b) was on approved leave.

If the Employee does not respond to the University's further letter within 5 working days of receipt of that letter, then the Employee’s employment will be treated as having been terminated by the Employee with effect from the last day on which the Employee:

(c) attended work; or
(d) was on approved leave.

47. FIXED-TERM EMPLOYEES TERMINATION NOTICE

47.1 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.

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

47.3 Notice will be the greater of the notice in the Employee’s contract of employment or:
47.4 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:

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

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

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

48. FIXED-TERM EMPLOYEES SEVERANCE PAY

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

48.2 If, in a particular case, the University obtains and the Employee has accepted, an offer of comparable alternative employment, then with the agreement of the Employee, the University may vary the general severance payment payable to an Employee.

48.3 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 calculated on the basis of 3 weeks’ pay for each completed year of continuous service if:

(a) 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

(b) the duties continue to be required but another person has been appointed or is to be appointed.

48.4 A fixed-term Employee who is not employed on one of the contracts described in subclause 48.3 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 calculated on the basis of the payments scheduled below provided they have met the criteria detailed in subclause 48.3:

<table>
<thead>
<tr>
<th>Period of continuous service</th>
<th>Severance payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 2 years</td>
<td>No payment</td>
</tr>
<tr>
<td>2 years but less than 3 years</td>
<td>2 weeks</td>
</tr>
<tr>
<td>3 years or more</td>
<td>2 weeks per completed year of service</td>
</tr>
</tbody>
</table>

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

PART N: WORK HEALTH AND SAFETY, AND PERSONAL PROPERTY

49. WORK HEALTH AND SAFETY AND FIRST AID

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

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

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

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

50. COMPENSATION FOR LOSS OR DAMAGE TO PERSONAL PROPERTY

50.1 The University will compensate an Employee for damage to their personal property if the damage is caused by:

(a) the negligence of the University, another Employee, or both, in performing their duties;
(b) a defect in the University’s materials or equipment; or
(c) an Employee protecting or attempting to protect the University’s property from loss or damage.

50.2 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.

50.3 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.

50.4 This clause will not apply when an Employee is entitled to compensation for the loss or damage under the Workers Compensation Act 1987 (NSW).
PART O: REPRESENTATION

51. EMPLOYEE REPRESENTATION

51.1 At any stage where an Employee covered by this Agreement requires assistance regarding their employment conditions, they may choose to nominate a Representative, who may be an official of the Union.

52. UNION REPRESENTATION

52.1 The following provisions apply to the Union who is a signatory to this Agreement:

Office Facilities

52.2 For the purpose of carrying out Union business in relation to the matters included in this Agreement, the University will provide the Union with access to the following facilities:

(a) a secure office space; and
(b) access to a University campus notice board for posting authorised notices.

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

(a) to the University’s internal telephone system (including a fax line); and
(b) direct dial STD access, access to the Internet, and a University email account.

Union Meetings

52.4 The Union may hold meetings of Employees in designated lunch breaks or outside regular scheduled working hours, or at other times and locations agreed between the Union and the University, provided that the Employees vary their meal break or make up any time lost on the day of the meeting, or by mutual agreement with their Supervisor, on another day. This may include the availability of video and teleconferencing facilities.

Industrial Relations Training

52.5 Leave of absence on full pay for up to 5 working days in any one calendar year may be granted to no more than 5 accredited Union representatives to attend courses or seminars for the purposes of industrial relations training. Leave granted for these courses or seminars will count as service for all purposes.

Inductions

52.6 Information packs provided by the Union will be made available for distribution at University induction sessions.

Workplace Representatives

52.7 In order to facilitate the effective operation of this Agreement, and compliance with its provisions, funding will be provided to the Union Branch President’s work unit to cover 50% of the Branch President’s work, to enable them to be released to undertake Union work relating to the University and for the work unit to provide replacement staff.
52.8 Up to 2 Employee union representatives from the Union will be released to attend the Implementation Committee and any related subcommittees and for the work unit to provide replacement staff by arrangement with the Dean or Director of the School or work unit and the Executive Director, Office of People and Culture or other person nominated by the University.

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

Payroll Deductions

52.10 As a service to its Employees, the University will provide for the deduction of Union dues from salary at a rate or amount advised from time to time as payable under the Union rules, where this has been authorised by an Employee. The Employee or the Union will be entitled to cancel this arrangement by advice in writing to the Office of People and Culture.

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

52.12 There will be no charge to the Employee for these services.

PART P: MISCELLANEOUS PROVISIONS

53. PAY AND CAREER EQUITY

53.1 All academic staff recruitment will be subject to merit selection.

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

53.3 The University will report annually to all Employees on the average pay levels of male and female Employees at each classification level and outcomes of position reclassifications.

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

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

54. DIGNITY AND RESPECT AT WORK

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

54.2 The University and its Employees recognise that they have obligations under Federal and State anti-discrimination legislation and will work actively towards preventing and eliminating unlawful discrimination in employment in the University.
54.3 The University will continue to work actively towards eliminating workplace bullying and will develop policy in consultation with Employees.

54.4 Bullying at work occurs when:

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

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

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

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

54.7 The University will provide information and training on identifying and preventing workplace bullying in staff development programs for Employees.

55. PERSONAL REPORTS

55.1 No adverse report against an Employee will be placed on their personal file unless they have first had the opportunity to answer the report, and that answer is filed at the same time with the adverse report. An Employee may inspect their personal file and copy any documents from that file.

56. INTELLECTUAL FREEDOM

56.1 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 Employee:

(a) to pursue critical and open inquiry and to freely discuss, teach, assess, develop curricula, publish and research;

(b) to participate in public debates and to express opinions about issues and ideas related to their discipline area and professional expertise or higher education issues generally;

(c) to participate in professional and representative bodies, including the Union, 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

(d) to express unpopular or controversial views but this does not mean the right to harass, vilify, denigrate or intimidate.

56.2 An Employee will not represent their individual opinions as being those of the University.

57. INTELLECTUAL PROPERTY

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

57.2 In maintaining the Intellectual Property policy the University will address the issues of appropriate participation for Employees in the ownership and use of intellectual property which they create, including intellectual property arising from online teaching and learning.
58. ABORIGINAL AND TORRES STRAIT ISLANDER PEOPLES EMPLOYMENT STRATEGY

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

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

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

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

58.5 The Committee will include as part of its membership:

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

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

(c) the Director, Office of Aboriginal and Torres Strait Islander Employment and Engagement;

(d) a nominee from the Union who is an Aboriginal and Torres Strait Islander Peoples employee of the University, or their nominee as appointed by the Union;

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

(f) 2 nominees of the Aboriginal and Torres Strait Islander Peoples community. Membership of the categories described in subclauses 58.5(d), (e) and (f) will be renewed on a bi-annual basis.

58.6 The Employment Strategy will incorporate:

(a) employment initiatives with the objective of the University employing 62 Aboriginal and Torres Strait Islander Peoples Employees by the end of the term of this Agreement. Aboriginal and Torres Strait Islander Peoples engaged as Trainees by the University will not be included when assessing whether the University is meeting this objective;

(b) development of a series of performance indicators for the employment strategy which address:
(i) professional and career development opportunities;

(ii) the classification and levels of positions occupied by Aboriginal and Torres Strait Islander Peoples Employees as compared to positions occupied by non-Aboriginal and Torres Strait Islander Peoples Employees; and

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

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

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

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

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

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

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

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

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

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

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

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

(e) recognition that a supportive working environment for Aboriginal and Torres Strait Islander Peoples requires the redress of past social injustice, exploitation and employment inequity; and
facilitation and encouragement of direct involvement of Aboriginal and Torres Strait Islander Peoples Employees in determining their own career strategies, goals and objectives, in consultation with their Supervisors.

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

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

58.10 The University will:

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

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

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

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

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

58.11 Any committee established for the selection of an identified position, or for the assessment of an existing Aboriginal and Torres Strait Islander People Employee for any purpose, will, subject to the availability of suitably qualified people, comprise of at least 50 per cent Aboriginal and Torres Strait Islander People membership.

58.12 Leave for Aboriginal and Torres Strait Islander People Employees to participate in cultural/ceremonial activities is provided under clause 29: Personal Leave.

58.13 In recognition of the increased effectiveness and productivity of ongoing or fixed-term Employees proficient in Aboriginal and Torres Strait Islander Peoples languages, an ongoing or fixed-term Employee who is required to use Aboriginal and Torres Strait Islander Peoples language in the course of their employment will be paid an Aboriginal and Torres Strait Islander Peoples Language allowance as set out in Schedule 3. Aboriginal and Torres Strait Islander Peoples language will mean a recognised proficiency in anyone of the Aboriginal or Torres Strait Islander Peoples languages.
59. **POLICY**

59.1 The University will provide Employees and the Union 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.

60. **ENVIRONMENTAL SUSTAINABILITY**

60.1 The University is committed to implementing initiatives consistent with its Environmental Management Plan and overall strategic plan. As part of its commitment to reducing its carbon footprint, the University has become a signatory to the Talloires Declaration, the official international statement made by university administrators of a commitment to environmental sustainability in higher education.

60.2 The University will maintain a program to build staff awareness of energy efficiency, waste minimisation, sustainable transport use and greater water efficiency.

60.3 The Implementation Committee will be provided with an annual overview of the University’s sustainability strategy and initiatives. The Committee will provide feedback and input to the implementation of the Environmental Management Plan and Sustainability Plan.

60.4 The Union will nominate a staff representative with relevant professional expertise to become a member of the University Greening Task Force.
## SCHEDULE 1: ANNUAL ACADEMIC STAFF PAY RATES

<table>
<thead>
<tr>
<th>Classification</th>
<th>Step</th>
<th>Rate from 11.05.12</th>
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<th>3% effective 10.04.15</th>
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<tr>
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<tr>
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<td>$182,114</td>
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</table>

* Minimum for an Academic Staff member with a relevant doctoral qualification or required to carry out full subject co-ordination duties.
**SCHEDULE 2: CASUAL PAY RATES**

1. Lecture means any educational delivery described as a lecture in a program or unit outline, or in an official timetable issued by the employer, that is a primary form of education delivery where information on the lecture topic is delivered to the students.

2. Tutorial means any educational delivery described as a tutorial in a program or unit outline, or in an official timetable issued by the employer, that is a supplementary form of education delivery where matters already covered elsewhere in a program are discussed, clarified or elaborated. A tutorial is conducted in a small group to enable effective student participation. A tutorial is conducted in accordance with guidelines issued by the lecturer in charge of the unit.

3. The hourly rate of pay for lecturing or tutoring in addition to the delivery of lectures and/or tutorials, includes:
   - (a) preparing lectures and tutorials;
   - (b) marking directly associated with the delivery of a lecture or tutorial such as a tutorial presentation or participation but not including marking of course or unit-wide essays or assignments, or other assessment tasks that are not assessable during the delivery of a lecture or tutorial;
   - (c) administration of relevant records of the students for which the casual academic is responsible;
   - (d) informal consultations with students immediately before and after a lecture or tutorial.

4. The total hours of work under subclause 3(b) of this clause must not exceed 2 extra hours for every hour of teaching. The additional hours of associated working time are specified in this schedule (e.g. 2 hours of associated working time for a basic 1 hour lecture).

5. The hourly rate of pay for demonstrating encompasses 1 hour of student contact time only.

6. Marking beyond that referred to in subclause 3(b) of this clause, (i.e. marking of course or unit wide essays or assignments or other assessment tasks that are not assessable during the delivery of a lecture or tutorial), will be paid at the appropriate marking rate in this schedule. If marking is done within a lecture or tutorial time the marking rate is not additionally payable to the lecture or tutorial rate.

7. Any other duties which a casual Employee is directed in writing to perform will be paid for separately at the appropriate rate in this schedule, including:
   - (a) attendance at lectures;
   - (b) formal student consultation time, including consultation by electronic or other means;
   - (c) attendance at meetings;
   - (d) examination invigilation or supervision.

**Superannuation payments and arrangements**

8. Casual Employees will be paid the Superannuation Guarantee employer contribution of 9% on all paid hours under arrangements specified in clause 17: Superannuation.

**CASUAL PAY RATES**

The following casual pay rates will apply from the dates specified in the table below and include a 25% casual loading.
### University of Western Sydney Academic Staff Agreement 2014

<table>
<thead>
<tr>
<th>Rate</th>
<th>Rate from 11.05.12</th>
<th>3% effective 11.04.2014</th>
<th>3% effective 10.04.2015</th>
<th>3.25% effective 08.04.2016</th>
<th>3.75% effective 13.01.2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Basic Lecture</td>
<td>Consists of 1 hour of delivery and 2 hours of associated working time subject to the provisions of Schedule 2 sub-clauses (3)(b) and (6).</td>
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<tr>
<td>A</td>
<td>$171.20</td>
<td>$176.34</td>
<td>$181.63</td>
<td>$187.53</td>
<td>$194.56</td>
</tr>
<tr>
<td>B. Developed Lecture</td>
<td>Paid for a lecture where significant responsibility for planning and developing a specialised unit or a large part of a unit as well as lecturing, or where a lecture or small group of lectures call for special expertise. Consists of 1 hour of delivery and 3 hours of associated working time subject to the provisions of Schedule 2 sub-clauses (3)(b) and (6).</td>
<td></td>
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<td>B</td>
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<td>$235.12</td>
<td>$242.17</td>
<td>$250.04</td>
<td>$259.42</td>
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<td>C. Specialised Lecture</td>
<td>Paid for a lecture by a specialised / distinguished academic for a single or small group lectures, consisting of 1 hour of delivery and 4 hours of associated working time subject to the provisions of Schedule 2 sub-clauses (3)(b) and (6).</td>
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<td>$293.90</td>
<td>$302.71</td>
<td>$312.55</td>
<td>$324.27</td>
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<tr>
<td>D. Repeat Lecture</td>
<td>Paid for a lecture in the same unit matter within a period of seven days and any student consultation reasonably contemporaneous with it. Consists of 1 hour of delivery and 1 hour of associated working time subject to the provisions of Schedule 2 sub-clauses (3)(b) and (6).</td>
<td></td>
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<td>$125.02</td>
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<td>E. Normal Tutorial</td>
<td>Consists of 1 hour of delivery and 2 hours of associated working time subject to the provisions of Schedule 2 sub-clauses (3)(b) and (6).</td>
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<tr>
<td>F. Repeat Tutorial</td>
<td>Paid for a repeat tutorial in the same unit matter within a period of seven days and student consultation reasonably contemporaneous with it. Consists of 1 hour of delivery and 1 hour of associated working time subject to the provisions of Schedule 2 sub-clauses (3)(b) and (6).</td>
<td></td>
<td></td>
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<tr>
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</table>
### G. Normal Tutorial
- Paid for a tutorial involving the exercise of autonomous judgement or major responsibility for a tutorial sequence, where duties include full unit coordination or the academic possesses a relevant doctoral qualification. Consists of 1 hour of delivery and 2 hours of associated working time subject to the provisions of Schedule 2 sub-clauses(3)(b) and (6).

<table>
<thead>
<tr>
<th>G</th>
<th>$149.89</th>
<th>$151.30</th>
<th>$155.84</th>
<th>$160.90</th>
<th>$166.93</th>
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</thead>
</table>

### H. Repeat Tutorial
- Paid for a repeat tutorial in circumstances where full unit coordination duties are included as part of normal duties or the Employee holds a relevant doctoral qualification, provided that the hourly rate in a repeat tutorial applies to a tutorial in the same unit matter within a period of seven days and any student consultation reasonably contemporaneous with it. Consists of 1 hour of delivery and 1 hour of associated working time subject to the provisions of Schedule 2 sub-clauses(3)(b) and (6).

<table>
<thead>
<tr>
<th>H</th>
<th>$97.93</th>
<th>$100.86</th>
<th>$103.89</th>
<th>$107.27</th>
<th>$111.29</th>
</tr>
</thead>
</table>

### Clinical Education in Health Disciplines

“Clinical education in health disciplines” means the conduct of education in a clinical setting. A casual academic Employee who is required to provide clinical education in a health discipline with directly associated non-contact duties in the nature of preparation, and reasonably contemporaneous student consultation will be paid at a rate for each hour of clinical education delivered according to the table below.

<table>
<thead>
<tr>
<th>Rate</th>
<th>Rate from 11.05.12</th>
<th>3% effective 11.04.2014</th>
<th>3% effective 10.04.2015</th>
<th>3.25% effective 08.04.2016</th>
<th>3.75% effective 13.01.2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>L. Normal Preparation Required</td>
<td>Consists of 1 hour of delivery and 1 hour of associated working time subject to the provisions of Schedule 2 sub-clauses(3)(b) and (6).</td>
<td>$82.52</td>
<td>$85.00</td>
<td>$87.55</td>
<td>$90.40</td>
</tr>
<tr>
<td>M. Minimal Preparation Required</td>
<td>Paid where clinical educators in a health discipline are expected to perform minimal non-contact duties, and/or where:</td>
<td>Consists of 1 hour of delivery and 0.5 hour of associated working time subject to the provisions of Schedule 2 sub-clauses(3)(b) and (6).</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

- (a) there is minimal preparation for contact periods
- (b) minimal student assessment requirements
- (c) student contact outside of direct clinical teaching is not required
### N. Normal Preparation Required

Paid where clinical educators in a health discipline are required to have specialist knowledge and skill related to the clinical area and/or where:

- advanced clinical teaching skills are required
- assessment skills for complex evaluation of student learning are required
- full unit coordination is required
- the Employee holds a doctoral qualification

Consists of 1 hour of delivery and 1 hour of associated working time subject to the provisions of Schedule 2 sub-clauses(3)(b) and (6).

<table>
<thead>
<tr>
<th></th>
<th>Rate from 11.05.12</th>
<th>3% effective 11.04.2014</th>
<th>3% effective 10.04.2015</th>
<th>3.25% effective 08.04.2016</th>
<th>3.75% effective 13.01.2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>M</td>
<td>$61.89</td>
<td>$63.75</td>
<td>$65.66</td>
<td>$67.80</td>
<td>$70.34</td>
</tr>
<tr>
<td>N</td>
<td>$97.93</td>
<td>$100.86</td>
<td>$103.89</td>
<td>$107.27</td>
<td>$111.29</td>
</tr>
</tbody>
</table>

### O. Minimal Preparation Required

Paid where clinical educators in a health discipline are required to have specialist knowledge and skills related to the clinical area, but are expected to perform minimal non-contact duties (i.e. there is minimal preparation for contact periods and student contact outside of direct clinical teaching is not required) and/or where:

- advanced clinical teaching skills are required
- assessment skills for complex evaluation of student learning are required
- the Employee holds a doctoral qualification

Consists of 1 hour of delivery and 0.5 hour of associated working time subject to the provisions of Schedule 2 sub-clauses(3)(b) and (6).

<table>
<thead>
<tr>
<th></th>
<th>Rate from 11.05.12</th>
<th>3% effective 11.04.2014</th>
<th>3% effective 10.04.2015</th>
<th>3.25% effective 08.04.2016</th>
<th>3.75% effective 13.01.2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>O</td>
<td>$73.44</td>
<td>$75.65</td>
<td>$77.92</td>
<td>$80.45</td>
<td>$83.47</td>
</tr>
</tbody>
</table>

### V. No Preparation Required

Paid where there is a requirement to facilitate students in a practice setting. This does not include the actual assessment of a student’s competence in performing particular clinical skills and/or where:

- there is no individual preparation required
(b) a student is to be placed into an appropriate clinical environment

(c) there is no student assessment requirement

<table>
<thead>
<tr>
<th></th>
<th>11.05.12</th>
<th>3% effective 11.04.2014</th>
<th>3% effective 10.04.2015</th>
<th>3.25% effective 08.04.2016</th>
<th>3.75% effective 13.01.2017</th>
</tr>
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<tbody>
<tr>
<td>X</td>
<td>$48.96</td>
<td>$50.43</td>
<td>$51.95</td>
<td>$53.63</td>
<td>$55.64</td>
</tr>
</tbody>
</table>

**Laboratory Supervision**

<table>
<thead>
<tr>
<th>Rate</th>
<th>Rate from 11.05.12</th>
<th>3% effective 11.04.2014</th>
<th>3% effective 10.04.2015</th>
<th>3.25% effective 08.04.2016</th>
<th>3.75% effective 13.01.2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>F</td>
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<td>$85.00</td>
<td>$87.55</td>
<td>$90.40</td>
<td>$93.79</td>
</tr>
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</table>

**Marking**

<table>
<thead>
<tr>
<th>Rate</th>
<th>Rate from 11.05.12</th>
<th>3% effective 11.04.2014</th>
<th>3% effective 10.04.2015</th>
<th>3.25% effective 08.04.2016</th>
<th>3.75% effective 13.01.2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>P</td>
<td>$57.06</td>
<td>$58.78</td>
<td>$60.54</td>
<td>$62.51</td>
<td>$64.85</td>
</tr>
<tr>
<td>Q</td>
<td>$41.26</td>
<td>$42.50</td>
<td>$43.78</td>
<td>$45.20</td>
<td>$46.89</td>
</tr>
<tr>
<td>R</td>
<td>$48.96</td>
<td>$50.43</td>
<td>$51.95</td>
<td>$53.63</td>
<td>$55.64</td>
</tr>
</tbody>
</table>

**Other Required Academic Activity**
<table>
<thead>
<tr>
<th>Rate</th>
<th>Rate from 11.05.12</th>
<th>3% effective 11.04.2014</th>
<th>3% effective 10.04.2015</th>
<th>3.25% effective 08.04.2016</th>
<th>3.75% effective 13.01.2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>S</td>
<td>$41.26</td>
<td>$42.50</td>
<td>$43.78</td>
<td>$45.20</td>
<td>$46.89</td>
</tr>
<tr>
<td>T</td>
<td>$48.96</td>
<td>$50.43</td>
<td>$51.95</td>
<td>$53.63</td>
<td>$55.64</td>
</tr>
</tbody>
</table>

**Telecommunications Services Allowance.**

A casual academic Employee who is not otherwise employed by the University and who is required in the normal course of their approved casual duties to provide for their access by phone and/or internet on a frequent basis, a $50.00 per session telecommunications services allowance may be claimed by the casual Employee and approved by the appropriate Dean of School or nominee.

**Resources**

At the time of engagement casual Employees will be issued with a University email address, staff card, library access, University network and internet access valid for a minimum period of six months provided the Employee is engaged to teach across a full teaching session.
## SCHEDULE 3: ALLOWANCES

### FIRST AID ALLOWANCE: WEEKLY RATE

<table>
<thead>
<tr>
<th>Rate from</th>
<th>3% effective</th>
<th>3% effective</th>
<th>3.25% effective</th>
<th>3.75% effective</th>
</tr>
</thead>
<tbody>
<tr>
<td>11.05.12</td>
<td>11.04.14</td>
<td>10.04.15</td>
<td>08.04.16</td>
<td>13.01.17</td>
</tr>
<tr>
<td>$13.16</td>
<td>$13.55</td>
<td>$13.96</td>
<td>$14.41</td>
<td>$14.95</td>
</tr>
</tbody>
</table>

### ABORIGINAL AND TORRES STRAIT ISLANDER PEOPLES LANGUAGE ALLOWANCE PAYABLE UNDER CLAUSE 58:

#### ABORIGINAL AND TORRES STRAIT ISLANDER PEOPLES EMPLOYMENT STRATEGY: ANNUAL RATE

<table>
<thead>
<tr>
<th>Allowance for use of minimal knowledge of language for the purpose of simple communication</th>
<th>Rate from 11.05.12</th>
<th>3% effective 11.04.14</th>
<th>3% effective 10.04.15</th>
<th>3.25% effective 08.04.16</th>
<th>3.75% effective 13.01.17</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1,428</td>
<td>$1,471</td>
<td>$1,515</td>
<td>$1,564</td>
<td>$1,623</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Allowance for a level of ability for the ordinary purposes of general business, conversation, reading and writing</th>
<th>Rate from 11.05.12</th>
<th>3% effective 11.04.14</th>
<th>3% effective 10.04.15</th>
<th>3.25% effective 08.04.16</th>
<th>3.75% effective 13.01.17</th>
</tr>
</thead>
<tbody>
<tr>
<td>$2,857</td>
<td>$2,943</td>
<td>$3,031</td>
<td>$3,130</td>
<td>$3,247</td>
<td></td>
</tr>
</tbody>
</table>
These classification standards describe the broad categories of responsibility attached to academic Employees at different levels. The standards are not exhaustive of all tasks in academic employment, which is by its nature multi-skilled and involves an overlap of duties between levels.

LEVEL A – ASSOCIATE LECTURER

General Standard

(1) A Level A academic is expected to make contributions to the teaching effort of the institution, particularly at undergraduate and graduate diploma level, and to carry out activities to develop their scholarly, research and/or professional expertise relevant to the profession or discipline.

Specific Duties

(2) Specific duties required of a Level A academic may include:

(a) the conduct of tutorials, practical classes, demonstrations, workshops, student field excursions, clinical sessions and/or studio sessions;
(b) the preparation and delivery of lectures and seminars provided that skills and experience demonstrate this capacity;
(c) the conduct of research;
(d) involvement of professional activity;
(e) consultation with students;
(f) marking and assessment primarily connected with units in which the academic teaches;
(g) production of teaching materials for students for whom the academic has responsibility;
(h) development of unit material with appropriate guidance from the unit or course coordinator;
(i) limited administrative functions primarily connected with units in which the academic teaches;
(j) acting as unit coordinators, provided that skills and experience demonstrate this capacity;
(k) attendance at departmental and/or College meetings and/or membership of a limited number of Committees.

(3) A Level A academic will not be required to teach primarily in units which are offered only at Masters level or above.

(4) A Level A academic will work with support and direction from academic Employees classified at Level B and above and with an increasing degree of autonomy as the academic gains in skill and experience.

(5) The most complex levels of unit coordination should not be carried out by a Level A academic.

Skill Base

(6) A Level A academic will normally have completed 4 years of tertiary study in the relevant discipline and/or have equivalent qualifications and/or experience. In many cases a position at this level will require an honours degree or higher qualification, an extended professional degree, or a 3 year degree with postgraduate diploma. In determining experience relative to qualifications, regard is had to teaching experience, experience in research, experience outside tertiary education, creative achievement, professional contributions and/or to technical achievement.

LEVEL B – LECTURER

General Standard
A Level B academic is expected to make contributions to the teaching effort of the institution and to carry out activities to maintain and develop their scholarly, research and/or professional activities relevant to the profession or discipline.

**Specific Duties**

Specific duties required of a Level B academic may include:

(a) the conduct of tutorials, practical classes, demonstrations, workshops, student field excursions, clinical sessions and studio sessions  
(b) initiation and development of unit material  
(c) acting as unit coordinators  
(d) the preparation and delivery of lectures and seminars  
(e) supervision of the program of study of honours students or of postgraduate students engaged in course work  
(f) supervision of major honours or postgraduate research projects  
(g) the conduct of research  
(h) involvement in professional activity  
(i) development of course material with appropriate advice from and support of more senior Employees  
(j) marking and assessment  
(k) consultation with students  
(l) a range of administrative functions, the majority of which are connected with the units in which the academic teaches  
(m) attendance at departmental and/or College meetings and/or membership of a number of committees.

**Skill Base**

A Level B academic will have qualifications and/or experience recognised by the institution as appropriate for the relevant discipline area. In many cases a position at this level will require a doctoral or masters qualification or equivalent accreditation and standing. In determining experience relative to qualifications, regard is had to teaching experience, experience in research, experience outside tertiary education, creative achievement, professional contributions and/or to technical achievement.

**LEVEL C – SENIOR LECTURER**

**General Standard**

A Level C academic is expected to make significant contributions to the teaching effort of a department, school, College or other organisational unit or an interdisciplinary area. An academic at this level is also expected to play a major role in scholarship, research and/or professional activities.

**Specific Duties**

Specific duties required of a Level C academic may include:

(a) the conduct of tutorials, practical classes, demonstrations, workshops, student field excursions, clinical sessions and studio sessions  
(b) initiation and development of course material  
(c) course coordination  
(d) the preparation and delivery of lectures and seminars  
(e) supervision of major honours or postgraduate research projects
Supervision of the program of study of honours students and of postgraduate students engaged in course work.

The conduct of research.

Significant role in research projects including, where appropriate, leadership of a research team.

Involvement in professional activity.

Consultation with students.

Broad administrative functions.

Marking and assessing.

Attendance at departmental and/or College meetings and a major role in planning or committee work.

Skill Base

A Level C academic will normally have advanced qualifications and/or recognised significant experience in the relevant discipline area. A position at this level will normally require a doctoral qualification or equivalent accreditation and standing. In determining experience relative to qualifications, regard will be had to teaching experience, experience in research, experience outside tertiary education, creative achievement, professional contributions and/or to technical achievement. In addition a position at this level will normally require a record of demonstrable scholarly and professional achievement in the relevant discipline area.

LEVEL D – ASSOCIATE PROFESSOR

General Standard

A Level D academic is expected to make a significant contribution to all activities of the organisational unit or interdisciplinary area and play a significant role within their profession or discipline. Employees at this level may be appointed in recognition of distinction in their disciplinary area.

Specific Duties

Specific duties required of a Level D academic may include:

(a) The conduct of tutorials, practical classes, demonstrations, workshops, student field excursions, clinical sessions and studio sessions.

(b) The development of and responsibility for curriculum/programs of study.

(c) Course coordination.

(d) The preparation and delivery of lectures and seminars.

(e) Supervision of major honours or postgraduate research projects.

(f) Supervision of the program of study of honours students and of postgraduate students engaged in course work.

(g) The conduct of research including, where appropriate, leadership of a large research team.

(h) Significant contribution to the profession and/or discipline.

(i) High level administrative functions.

(j) Consultation with students.

(k) Marking and assessment.

(l) Attendance at departmental and College meetings.

Skill Base

A Level D academic will normally have the same skill base as a Level C academic. In addition there is a requirement for academic excellence, which may be evidenced by an outstanding contribution to teaching and/or research and/or the profession.
LEVEL E – PROFESSOR

General Standard

(1) A Level E academic is expected to exercise a special responsibility in providing leadership and in fostering excellence in research, teaching, professional activities and policy development in the academic discipline within the department or other comparable organisational unit, within the institution and within the community, both scholarly and general.

Specific Duties

(2) Specific duties required of a level E academic may include:

- provision of a continuing high level of personal commitment to and achievement in a particular scholarly area
- the conduct of research
- fostering the research of other groups and individuals within the department or other comparable organisational unit and within the discipline and within related disciplines
- development of research policy
- supervision of the program of study of honours students or of postgraduate students engaged in course work
- supervision of major honours or postgraduate research projects
- making a distinguished personal contribution to teaching at all levels
- the conduct of tutorials, practical classes, demonstrations, workshops, student field excursions, clinical sessions and studio sessions
- the preparation and delivery of lectures and seminars
- consultation with students
- marking and assessment
- playing an active role in the maintenance of academic standards and in the development of educational policy and of curriculum areas within the discipline
- developing policy and being involved in administrative matters within the department or other comparable organisational unit and within the institution
- participating in and providing leadership in community affairs, particularly those related to the discipline, in professional, commercial and industrial sectors where appropriate.

Skill Base

(3) A Level E academic will have the same skill base as a Level D academic, but will be recognised as a leading authority in the relevant discipline area.

POSITION CLASSIFICATION STANDARDS – RESEARCH ONLY ACADEMIC EMPLOYEES

LEVEL A – ASSOCIATE FELLOW

General Standard

(1) A Level A research only Employee (Post Graduate Research Fellow) is expected to contribute towards the research effort of the institution and to develop their research expertise through the pursuit of defined projects relevant to the particular field of research.

Specific Duties

(2) Specific duties required of a Level A research only Employee may include:
(a) the conduct of research under limited supervision either as a member of a team or, where appropriate, independently, and the production or contribution to the production of conference and seminar papers and publications from that research
(b) involvement in professional activities including, unit to availability of funds, attendance at conferences and seminars in the field of expertise
(c) limited administrative functions primarily connected with the area of research of the Employee
(d) development of a limited amount of research-related material for teaching or other purposes with appropriate guidance from other Employees
(e) occasional contributions to teaching in relation to their research project/s
(f) experimental design and operation of advanced laboratory and technical equipment or conduct of advanced research procedures
(g) attendance at meetings associated with research or the work of the organisational unit to which the research is connected and/or departmental and/or College meetings and/or membership of a limited number of committees
(h) advice to postgraduate students within the field of the Employee's research.

(3) A Level A research only Employee will work with the support, guidance and/or direction from Employees classified at Level B and above and with a growing degree of autonomy as the research Employee gains in skill and experience.

Skill Base

(4) A Level A research only Employee will normally have done 4 years of tertiary study in the relevant discipline or have equivalent qualifications or research experience. In many cases a position at this level will require an honours degree or higher qualifications or equivalent research experience. Research experience may have contributed to or resulted in publications, conference papers, reports or professional or technical contributions which give evidence of research potential.

LEVEL B – FELLOW

General Standard

(1) A Level B research only Employee is expected to carry out independent and/or team research within the field in which they are appointed and to carry out activities to develop their research expertise relevant to the particular field of research.

Specific Duties

(2) The specific duties required of a Level B research only Employee may include:

(a) the conduct of research either as a member of a team or independently, and the production of conference and seminar papers and publications from that research
(b) supervision of research-support Employees involved in the Employee's research
(c) guidance in the research effort of junior Employees of research only Employees in their research area
(d) contribution to the preparation or, where appropriate, individual preparation of research proposal submissions to external funding bodies
(e) involvement in professional activities including, unit to availability of funds, attendance at conferences and seminars in the field of expertise
(f) administrative functions primarily connected with their area of research
(g) occasional contributions in the teaching program within the field of the Employee's research
(h) co-supervision or, where appropriate, supervision of major honours or postgraduate research projects with the field of the Employee's area of research
(i) attendance at meetings associated with research or the work of the organisational unit to which the research is connected and/or departmental and/or College meetings and/or membership of a limited number of committees.

Skill Base

(3) A Level B research only Employee will have completed a relevant doctoral qualification or have equivalent qualifications or research experience. In addition they may be expected to have had post doctoral research experience which has resulted in publications, conference papers, reports or professional or technical contributions which give evidence of research ability.

LEVEL C – SENIOR FELLOW

General Standard

(1) A Level C research only Employee is expected to make independent or original contributions to the research effort within their field of expertise and to the organisational unit or interdisciplinary area of which they are a part. An Employee at this level is expected to play a major role in research including the exercise of some leadership in research.

Specific Duties

(2) The specific duties required of a Level C research only Employee may include:

(a) the conduct of research and the production of conference and seminar papers and publications from that research
(b) supervision of research-support and administrative Employees involved in the Employee's research
(c) supervision where appropriate of the research of less senior research only Employees
(d) involvement, where appropriate, in the promotion of research links with outside bodies
(e) preparation of research proposal submissions to external funding bodies;
(f) significant role in research projects including, where appropriate, leadership of research teams or management of projects
(g) responsibility for the oversight of financial management of grants for their research projects
(h) involvement in professional activities, including, unit to availability of funds, attendance at conferences and seminars in the field of expertise
(i) occasional contributions to the teaching program within the field of the Employee’s research
(j) supervision of major honours or postgraduate research projects within the field of the Employee’s area of research
(k) various research-related administrative functions
(l) attendance at meetings associated with research or the work of the organisational unit to which the research is connected and/or departmental and/or College meetings and a major role in planning and committee work.

Skill Base

(3) A Level C research only Employee will normally have relevant doctoral qualification or equivalent accreditation and standing together with subsequent research experience. A position at this level will require a demonstrated strong record of publications, conference papers, reports and/or technical contributions in the relevant discipline area.

LEVEL D – PRINCIPAL FELLOW

General Standard
A Level D research only Employee is expected to make major original contributions to the research enterprise of the area in which they are appointed and to play a significant role within their profession or discipline. Employees at this level may be appointed in recognition of marked distinction in their area of research or scholarship.

**Specific Duties**

The specific duties required of a Level D research only Employee may include:

(a) the conduct of independent research in which the Employee may work as part of a team and the production of conference and seminar papers and publications from that research
(b) supervision of research-support and administrative support Employees
(c) a major role in all aspects of major research projects including management and/or leadership of large research projects or teams
(d) supervision of the research of less senior research only Employees
(e) promotion of research links with outside bodies
(f) preparation of research proposal submissions to external bodies
(g) responsibility for the oversight of financial management of grants
(h) involvement in professional activities including, unit to availability of funds, attendance at conferences and seminars in the field of expertise
(i) occasional contributions to the teaching program within the field of the Employee's research
(j) supervision of major honours or postgraduate research projects
(k) higher level research-related administrative functions
(l) some involvement in the development of research policy
(m) attendance at meetings associated with research or the work of the organisational unit to which the research is connected and/or departmental and/or College meetings and a major role in planning and committee work
(n) significant contributions to the discipline in which the research efforts of an Employee are undertaken.

**Skill Base**

A Level D research only Employee will normally have the same skill base as a Level C research only Employee. In addition there will be a requirement for academic excellence and outstanding contribution to research.

**LEVEL E – PROFESSORIAL FELLOW**

**General Standard**

A Level E research only Employee is expected to exercise a special responsibility in providing leadership and in fostering excellence in research in their area of research, in the organisational unit, within the institution and within the scholarly and general community.

**Specific Duties**

The specific duties required of a Level E research only Employee may include:

(a) provision of a continuing high level of personal commitment to and distinguished achievement in a particular area of research or scholarship
(b) fostering the research of other groups and individuals within the organisational unit and more broadly within the institution
(c) development of research policy
(d) preparation of research proposal submissions to external bodies
(e) responsibility for the oversight of financial management of grants
(f) the conduct of independent research in which the Employee may provide leadership within a team and the preparation of conference and seminar papers and publications from that research

(g) supervision of research and administrative Employees and other Employees responsible to the Level E research only Employee

(h) making a distinguished personal contribution to the conduct of research at all levels

(i) management of large research projects or teams

(j) development policy and being involved in administrative matters within the department or other comparable organisational unit and within the institution

(k) participating in community and professional activities related to their disciplinary area, including involvement in commercial and industrial sectors where appropriate

(l) involvement in professional activities including, unit to availability of funds, attendance at conferences and seminars in the field of expertise

(m) occasional contributions to the teaching program in the field of the Employee's research projects

(n) supervision of major honours or postgraduate research projects

(o) attendance at meetings associated with research or the work of the organisational unit to which the research is connected and/or departmental and/or College meetings and a major role in planning and committee work.

Skill Base

(3) A Level E research only Employee will have the same skill base as a Level D research only Employee but will be recognised as a leading authority in their area of research.
PART II: SIGNATORIES TO THE AGREEMENT

Signed for and on behalf of the University of Western Sydney by its authorised representative.

Signed:
Professor Barney Glover  
Vice-Chancellor  
University of Western Sydney  
Locked Bag 1797  
Penrith South DC NSW 1797  
Date: 5/11/14

Witnessed by:
Signature of Witness: M. Oliver
Name of Witness (print): Maree Oliver
Address of Witness (print): Locked Bag 1797  
Penrith NSW 2751  
Date: 5/11/14

Signed for and on behalf of the National Tertiary Education Industry Union (NTEU) by its authorised representative, as a bargaining representative for the employees.

Signed:
Graham McCulloch  
National Secretary  
National Tertiary Education Industry Union  
PO Box 1323  
South Melbourne Vic 3205  
Date: 13/11/2014

Witnessed by:
Signature of Witness: [Signature]
Name of Witness (print): Wayne Cudrado
Address of Witness (print): PO Box 1323  
South Melbourne Vic 3205  
Date: 13/11/2014
DECISION

Fair Work Act 2009  
s.185—Enterprise agreement

University of Western Sydney  
(AG2014/9890)

UNIVERSITY OF WESTERN SYDNEY ACADEMIC STAFF AGREEMENT 2014

Educational services

COMMISSIONER MCKENNA

SYDNEY, 5 DECEMBER 2014

Application for approval of the University of Western Sydney Academic Staff Agreement 2014.

[1] An application has been made for approval of an enterprise agreement known as the University of Western Sydney Academic Staff Agreement 2014 ("the Agreement"). The application has been made by the University of Western Sydney ("the applicant") pursuant to s.185 of the Fair Work Act 2009 ("the Act"). The Agreement is a single-enterprise agreement.

[2] I am satisfied that each of the requirements of ss.186, 187 and 188 of the Act relevant to this application for approval has been met. The applicant has provided written undertakings addressing miscellaneous matters. A copy of the undertakings is attached to this decision and marked "Annexure A". I note that, under s.191 of the Act, the undertakings are taken to be terms of the Agreement.

[3] The National Tertiary Education Industry Union concurs with the undertakings and has given notice under s.183 of the Act that it wishes to be covered by the Agreement. In accordance with s.201(2) of the Act, I note that the Agreement covers the organisation.

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from seven days after the issuing of this decision. The nominal expiry date is 31 January 2017.

COMMISSIONER
Undertakings under section 190 of the Fair Work Act 2009

University of Western Sydney Academic Staff Agreement 2014 (Agreement)

AG2014/9890

In accordance with section 190 of the Fair Work Act 2009 (the Act), the University of Western Sydney (University) undertakes, while the Agreement is in operation, as follows:

1. **Clause 19.4 – Annual Leave Loading**

   The University will pay an Employee annual leave loading on termination of employment for misconduct.

2. **Clause 29.3 – Personal Leave**

   When applying Clause 29.3 Personal Leave, the University will ensure an employee is able to utilise accumulated sick leave from Clause 30 in accordance with the National Employment Standards.

3. **Clause 30.1(a) – Sick Leave**

   In addition to the circumstances set out in clause 30.1(a) of the Agreement, the University will permit an Employee, except a casual Employee, to take sick leave in accordance with clause 30 of the Agreement if they are unable to work because of personal injury.

4. **Schedule 2 – Casual Pay Rates**

   In respect of Casual Employees, the University will make the minimum superannuation guarantee employer contributions it is required to make in order to avoid a charge under superannuation guarantee legislation.
All references to legislation in these undertakings are references to the relevant provisions of the legislation as amended or replaced.

Signed for the University of Western Sydney by its representative:

[Signature]

Signature of Authorised Officer

[Name]

Name of Authorised Officer (print)

[Address]

Address of Authorised Officer

[Office]

Office held by Authorised Officer

3 December 2014

Dated