



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Western Sydney University
(AG2022/5027)

WESTERN SYDNEY UNIVERSITY ACADEMIC STAFF AGREEMENT 2022

Educational services

COMMISSIONER MCKINNON

SYDNEY, 12 DECEMBER 2022

Application for approval of the Western Sydney University Academic Staff Agreement 2022

[1] Western Sydney University has applied for approval of a single enterprise agreement known as the *Western Sydney University Academic Staff Agreement 2022* (the Agreement).

[2] I am satisfied that each of the requirements of ss.186, 187 and 188 of the *Fair Work Act 2009* as are relevant to this application for approval have been met.

[3] The Agreement is approved and will operate from 19 December 2022. The nominal expiry date of the Agreement is 1 March 2025.

[4] The flexibility term in the Agreement does not contain all of the prescribed content. The model flexibility term prescribed by the *Fair Work Regulations 2009* is taken to be a term of the Agreement.

[5] The Agreement covers the National Tertiary Education Industry Union.



COMMISSIONER

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WESTERN SYDNEY
UNIVERSITY



WESTERN SYDNEY UNIVERSITY
ACADEMIC
STAFF AGREEMENT
2022

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PART A – OPERATION OF THE AGREEMENT

1. AGREEMENT TITLE

1.1 This Agreement is called the *Western Sydney University Academic Staff Agreement 2022*.

2. DEFINITIONS

2.1 In this Agreement, defined terms have the following meanings:

	Term	Definition
(a)	Aboriginal and Torres Strait Islander Peoples	a person of Aboriginal or Torres Strait Islander descent who identifies as an Aboriginal or Torres Strait Islander person and is accepted as such by their Aboriginal or Torres Strait Islander community;
(b)	Act	the <i>Fair Work Act</i> 2009 (Cth) as amended or replaced from time to time;
(c)	Agreement	the <i>Western Sydney University Academic Staff Agreement 2022</i> ;
(d)	Base Rate of Pay	the hourly/weekly/fortnightly equivalent of an ongoing or fixed term Employee's Salary, plus any annualised salary loading;
(e)	Casual Rate of Pay	the applicable hourly rate of pay for a casual Employee as prescribed by Schedule 2 to this Agreement, which is inclusive of a casual loading of 25% in lieu of all benefits under this Agreement to which a casual Employee is not entitled;
(f)	Chief People Officer	the most senior position with the University's Office of People;
(g)	Concessional Day(s)	days during a Christmas/New Year shutdown on which Employees (other than casual Employees) receive payment but are not required to attend for duty unless expressly directed to do so;
(h)	Continuous Service (other than in clause 31: <i>Long Service Leave</i>)	continuous service with the University, the former member institutions of the University, service recognised at the time by predecessors to the University, and service with a University entity in which the University has more than a 50 per cent controlled interest;
(i)	Employee	an academic staff member of the University employed on an ongoing, fixed term, or casual basis who is covered by this Agreement;
(j)	Employment Executive Member	the University Executive member responsible for employment, or their nominee;

	Term	Definition
(k)	FWC	the Fair Work Commission;
(l)	Medical Appointment	a reservation for an Employee to receive advice, assessment or treatment from a Registered Health Practitioner;
(m)	Misconduct	has the meaning prescribed by subclause 50.3(b);
(n)	NES	the National Employment Standards contained in sections 59 to 131 of the Act, as amended or replaced from time to time;
(o)	Nominal Expiry Date	1 March 2025;
(p)	Parties	Employees, the University, and the Union;
(q)	Public Holiday	a day specified in clause 44: <i>Public Holidays</i> as being a paid public holiday, any other holiday declared or prescribed by, or under, a law of a State or Territory in which this Agreement operates;
(r)	Registered Health Practitioner	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);
(s)	Representative	a person, including an official of the 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;
(t)	Research Misconduct	has the meaning prescribed by subclause 513(f);
(u)	Salary	<p>(i) for an Employee whose position is classified between levels A to E: the relevant Salary level and step set out in Schedule 1 together with any First Aid Allowance or Aboriginal and Torres Strait Islander Peoples Language Allowance (pro rata for a part-time Employee);</p> <p>(ii) for an Employee whose position is classified above level E: the identified Salary component specified in their letter of appointment;</p>
(v)	Serious Misconduct	has the meaning prescribed by subclause 50.3(c);
(w)	Shiftworker	for the purposes of the NES, an Employee who works according to a roster that covers every day of the year. Shiftworkers are entitled to an additional 5 days of annual leave per year of service in accordance with subclause 28.3;
(x)	Supervisor	the person nominated by the University to whom an Employee reports, whether directly or indirectly;

	Term	Definition
(y)	Union	the National Tertiary Education Industry Union (NTEU); and
(z)	University	Western Sydney University as defined in and operating under the <i>Western Sydney University Act 1997</i> (NSW), as amended or replaced from time to time.

3. TERM OF THE AGREEMENT

- 3.1 This Agreement will commence 7 days after the date on which it is approved by the FWC and will remain in effect until the Nominal Expiry Date.

4. APPLICATION OF THE AGREEMENT

- 4.1 This Agreement wholly displaces and operates to the exclusion of all Awards and all other agreements that would otherwise apply to Employees, except for the NES, and will be read and interpreted in conjunction with the NES. Where there is an inconsistency between this Agreement and the NES, and the NES provide a greater benefit, the NES provision will apply to the extent of any inconsistency.
- 4.2 This Agreement rescinds and replaces the *Western Sydney University Academic Staff Agreement 2017*.
- 4.3 This Agreement applies to and is binding on all Parties, except for Employees holding the positions of Vice-Chancellor and President, Senior Deputy Vice-Chancellor and Provost, Deputy Vice-Chancellor, Pro Vice-Chancellor, Dean, Institute Director, or equivalent (based on total remuneration package).
- 4.4 Nothing in this Agreement will be taken as incorporating as a term of this Agreement any University policy, procedure, or process referred to in this Agreement.

5. COVERAGE OF THE AGREEMENT

- 5.1 This Agreement covers:
- (a) all Employees employed by the University in the classifications set out in Schedule 4, subject to subclause 4.3; and
 - (b) the University.
- 5.2 This Agreement will also cover the Union upon the Union making an application for coverage to the FWC.

6. RENEGOTIATION OF THE AGREEMENT

- 6.1 The University and the Union agree that the expeditious negotiation of a replacement agreement is in the interests of the University and Employees.
- 6.2 The University and the Union will meet no later than 3 months prior to the Nominal Expiry Date to discuss and agree upon the following:
- (a) a schedule of meetings to commence renegotiation of a replacement agreement after the Nominal Expiry Date;

- (b) timing for exchange of the Parties' respective logs of claim; and
- (c) resourcing.

Substitute arrangements may be agreed in writing.

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

7. INDIVIDUAL FLEXIBILITY ARRANGEMENTS

- 7.1 Notwithstanding any other provision of this Agreement, the University and an individual Employee may agree to vary the application of 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 prescribed by clause 28: *Annual Leave*;
- (b) the taking of additional leave without pay consequent upon the birth or adoption of a child in addition to the leave prescribed by clause 34: *Parental Leave*.

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

- 7.3 An individual flexibility arrangement may only be made after an Employee has commenced employment with the University.

- 7.4 If the University wishes to initiate the making of an individual flexibility arrangement, it must:

- (a) give the Employee a written proposal; and
- (b) if the University is aware that the Employee has, or reasonably should be aware that the Employee may have, limited understanding of written English, take reasonable steps (including providing a translation in an appropriate language) to ensure the Employee understands the proposal.

- 7.5 An individual flexibility arrangement must result in the Employee being better off overall at the time the arrangement is made than if the arrangement had not been made.

- 7.6 An individual flexibility arrangement must do all of the following:

- (a) state the names of the University and the Employee; and
- (b) specify:
 - (i) the terms of this Agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the Employee will be better off overall at the time the arrangement is made than if the arrangement had not been made; and
- (c) states the day on which the arrangement commences.

- 7.7 An individual flexibility arrangement must be:

- (a) in writing; and

- (b) signed by the University and the Employee and, if the Employee is under 18 years of age, by the Employee's parent or guardian.
- 7.8 Except as provided in subclause 7.7(b), an individual flexibility arrangement must not require the approval or consent of a person other than the University and the Employee.
- 7.9 The University must keep the individual flexibility arrangement as a time and wages record and give the Employee a copy of the arrangement.
- 7.10 The University or Employee may terminate the individual flexibility arrangement:
 - (a) by giving no more than 13 weeks' written notice to the other party to the arrangement; or
 - (b) if the University and Employee agree in writing — at any time.
- 7.11 An individual flexibility arrangement that is terminated under subclause 7.10(a) will cease to have effect at the end of the period of notice required by that subclause.
- 7.12 The right to make an individual flexibility arrangement under this clause is additional to, and does not affect, any other term of this Agreement that provides for an agreement between the University and an individual Employee.

8. IMPLEMENTATION COMMITTEE

- 8.1 The University will maintain the Implementation Committee to facilitate the implementation of this Agreement.
- 8.2 The Implementation Committee will comprise:
 - (a) 2 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.
- 8.3 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;
 - (c) monitor and advise on the implementation of the provisions of this Agreement;
 - (d) meet at least once every quarter; and
 - (e) be chaired alternately by a Union representative or a representative of the University.
- 8.4 The University will keep and distribute minutes of meetings.
- 8.5 An Employee who is a member of the Implementation Committee will be granted reasonable time and resources during working hours to attend meetings and to interview, consult, and liaise with other Employees about matters relevant to the implementation of this Agreement.

9. AVAILABILITY OF THE AGREEMENT

- 9.1 The University will make this Agreement available on the University website and provide a printed copy on request to any Employee who does not have access to the website.

10. NO EXTRA CLAIMS

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

PART B – DISPUTE SETTLEMENT

11. DISPUTE SETTLEMENT

- 11.1 This clause sets out the process for dealing with a dispute regarding:

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

- 11.2 A dispute settlement procedure may be initiated by:

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

- 11.3 An Employee who is a party to a dispute may choose to be assisted or represented by a Representative, who may be an official of the Union, at any stage of the process set out in this clause.

- 11.4 With the exception of critical issues of work health and safety, normal work will continue while the process set out in this clause is being followed, and a party to a dispute will not take any action to aggravate a matter in dispute. If the dispute relates to the expiry of a fixed term contract, termination of the contract will be deferred pending resolution of the dispute.

Process

- 11.5 In the first instance, the parties to a dispute must attempt to resolve the matter informally through discussion between the Employee and their Supervisor, unless it is not practicable to do so.

- 11.6 If informal discussions are unsuccessful or impracticable, a party must formally notify a dispute to the head of their academic unit. If there is a conflict of interest regarding the head of the relevant academic unit, the party must notify the dispute to the Chief People Officer (or their nominee), who will then follow the process set out in this clause.

- 11.7 Subject to subclause 11.8, the formal dispute notification must:

- (a) be in writing;
- (b) state that the notification is being made under this clause;

- (c) specify 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.
- 11.8 An urgent dispute may be formally notified verbally provided that a formal dispute notification is issued in writing as soon as possible after the verbal notification.
- 11.9 A formal dispute meeting will be held between the Employee and the head of the academic unit within 5 working days of the formal dispute notification, unless otherwise agreed.
- 11.10 At any stage during the process, a party may request an additional meeting with the other party to attempt to resolve the dispute and discuss any dispute resolution process they may wish to apply. 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 dispute resolution process, the process in subclause 11.11 will apply.
- 11.11 Should the dispute not be resolved by the procedures referred to above, or if there is an identified urgent need to resolve the matter, either party to the dispute may refer the dispute to the FWC for conciliation and if necessary, arbitration. If the dispute is arbitrated by the FWC, the parties agree to be bound by a decision made by the FWC, subject to any right of appeal that may arise under the Act.
- 11.12 Nothing in this clause prevents the parties to a dispute from agreeing to refer the matter to a third party other than the FWC for resolution. If this occurs, the parties agree to be bound by the third party's recommendation to resolve the dispute.

PART C – EMPLOYMENT ARRANGEMENTS

12. TERMS OF ENGAGEMENT

Information for Employees

- 12.1 The University will provide an Employee with written confirmation of their employment category (including, where applicable, the category of fixed term employment), classification, duties, hours of work, location, salary (or Casual Rate of Pay in the case of casual Employees), whether the position is ongoing, fixed term or casual, full-time or part-time, any probationary period that applies to the appointment, and the name and position of their Supervisor. The University will also advise a part-time Employee of the percentage of the full-time load to be worked, the Employee's days of work, and their start and finish times.
- 12.2 In addition, the University will inform a casual Employee of the number of hours required or anticipated (where known), the provisions relating to conversion to continuing or fixed term employment, and details regarding the accrual of long service leave in respect of casual service with the University.
- 12.3 The University will also advise an Employee where further information on their conditions of employment can be located.
- 12.4 The University will provide this information on appointment and when changes occur.

Payment of salaries

- 12.5 The University will pay an Employee their Salary, including any applicable allowances and loadings, fortnightly by direct deposit into a recognised financial institution nominated by the Employee.
- 12.6 An Employee will also receive fortnightly statements of details of Salary payments including gross salary, tax and other deductions, superannuation, allowances, loadings, and overtime payments. The University may issue such statements electronically, provided that alternative arrangements will be made for Employees who cannot readily access electronic statements.

13. PROBATION

- 13.1 This clause does not apply to casual Employees or Employees appointed pursuant to clause 16: *Academic Decasualisation*.
- 13.2 The process prescribed by this clause will apply to Employees who commence employment with the University on or after the date of commencement of this Agreement. If an Employee is subject to a probationary period under clause 13 of the *Western Sydney University Academic Staff Agreement 2017* at the date of commencement of this Agreement, that process will continue to apply.

Probationary period

- 13.3 The University may engage an Employee subject to a probationary period of up to 2 years.

Process

- 13.4 Within 8 weeks of the Employee's commencement date (or as otherwise agreed with the Employee), a Supervisor will meet with the Employee to participate in the career development, planning and review process prescribed in clause 25: *Academic Career Development, Planning, and Review*.
- 13.5 During the probationary period, the Supervisor will meet with the Employee at least quarterly to provide feedback to either:
- (a) confirm the Employee's progress; or
 - (b) identify any concerns about the Employee's performance and develop an appropriate plan for their resolution.

Where concerns are identified, the Employee will be given a reasonable opportunity to address them, including the provision of reasonable training and support.

- 13.6 The Supervisor must keep a written record of each meeting and provide a copy of this record to the Employee.

Extension of probationary period

- 13.7 The University may extend an Employee's initial probationary period for a further maximum period of up to 1 year if:
- (a) concerns about an Employee's performance are identified; or
 - (b) the Employee has been absent from work for any reason to such an extent that it has not been possible to assess their performance during the initial probationary period.

13.8 At least 2 weeks before the end of the probationary period (including any extension), the Employee's Supervisor will conduct a final review and provide the Employee with a report. The Supervisor will:

- (a) confirm the Employee's employment if the Employee has achieved the required performance standard; or
- (b) if identified performance concerns have not been resolved, refer the matter to the relevant Dean or Director for review and consideration.

Termination of employment

13.9 If performance concerns have been identified but not resolved, then subject to compliance with subclause 13.5 and following completion of at least:

- (a) 6 months' service; or
- (b) if the concerns relate to the Employee's teaching, 2 teaching periods during which the Employee has been scheduled to teach;

the Employee's Supervisor may refer the matter to the relevant Dean or Director for review and consideration.

13.10 The Dean or Director will consider any referral made under subclause 13.8(b) or subclause 13.9 and either:

- (a) confirm the Employee's employment; or
- (b) recommend termination of the Employee's employment to the nominated Employment Executive Member.

Probation Review Committee

13.11 If the Dean or Director recommends that the Employee's employment should be terminated, the Employee may seek a review of the recommendation by the Probation Review Committee.

13.12 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 comprise:

- (a) an Employee nominated by the Senior Deputy Vice-Chancellor and Provost;
- (b) an Employee nominated by the Union; and
- (c) an independent Chair selected by the Vice-Chancellor and President with the agreement of the Union.

13.13 The Probation Review Committee will consider the Supervisor's referral, the Dean or Director's recommendation, and any written response from the Employee, and make a recommendation to the nominated Employment Executive Member that:

- (a) probation be extended within the time limits prescribed by subclause 13.3;
- (b) the Employee's employment be confirmed; or
- (c) the Employee's employment be terminated.

Notice of termination

- 13.14 If an Employee's employment is terminated pursuant to this clause, the Employee will be provided with 6 months' notice or payment in lieu.

Serious Misconduct or Research Misconduct during the probationary period

- 13.15 Notwithstanding any other provision of this Agreement, the employment of a probationary Employee may be terminated at any time for Serious Misconduct or Research Misconduct, provided the Employee is given an opportunity to respond to any allegations before a decision to terminate is made.

No further appeal

- 13.16 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 the matter.

14. CATEGORIES OF EMPLOYMENT

- 14.1 The categories of employment are:

- (a) ongoing (full-time or part-time);
- (b) fixed term (full-time or part-time); and
- (c) casual.

- 14.2 The ordinary hours of work are 35 hours per week.

Full-time employment

- 14.3 Full-time employment is ongoing or fixed term employment for the ordinary hours of work specified in subclause 14.2.

Part-time employment

- 14.4 Part-time employment is ongoing or fixed term employment for less than the ordinary hours of work specified in subclause 14.2.

- 14.5 A part-time Employee will be entitled to the provisions of this Agreement on a pro rata basis, unless otherwise specified.

- 14.6 An ongoing, full-time Employee may apply to work part-time to better balance personal and work commitments. If the application is approved, the University will provide the Employee with the following information in writing:

- (a) confirmation of the approval to work part-time;
- (b) the period of part-time work;
- (c) the classification applying to the work; and
- (d) any agreed arrangements for return to full-time work.

If the application is declined, the University will advise the Employee of the reasons in writing.

- 14.7 Part-time work arrangements may be varied by written agreement between an Employee and their Supervisor.

Ongoing employment

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

Fixed term employment

- 14.9 A fixed term Employee is an Employee engaged for a specified period of time, or for a specific task or project.

- 14.10 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.

- 14.11 If at the end of a first or any subsequent fixed term contract the same, or substantially the same, position continues for a further fixed term, the incumbent Employee will be given further employment in the position on a fixed term basis provided that:

- (a) the Employee was appointed to the position through an open and competitive selection process; and
- (b) the Employee's performance in the position has been satisfactory.

Categories of fixed term employment

- 14.12 The use of fixed term employment is limited to the following circumstances:

	Category	Definition
(a)	specific task or project	a definable work activity that has a starting time and is expected to be completed within an anticipated timeframe;
(b)	external funding	a position entirely paid from an identifiable source of external funding (excluding funding that is part of an operating grant from Government, or comprised of fees paid by or behalf of students);
(c)	research only	research only positions, for a period of up to 5 years;
(d)	temporary replacement	to temporarily: <ul style="list-style-type: none"> (i) replace an ongoing Employee who is on leave, secondment, or performing higher duties; or (ii) fill a vacant position the University has made a definite decision to fill, and for which recruitment action has commenced;
(e)	recent professional practice	where a curriculum or accreditation requires professional, vocational, or specialised industry expertise that requires work be undertaken by a person who has recent practical or commercial experience, for a period of up to 3 years;

	Category	Definition
(f)	pre-retirement	a pre-retirement contract for an ongoing Employee, for a non-renewable period of up to 5 years before the Employee's intended retirement date;
(g)	post-retirement	a post-retirement contract, for a non-renewable period of up to 5 years after the Employee's retirement date;
(h)	enrolled student	to employ an enrolled student of the University for: <ul style="list-style-type: none"> (i) all or part of their candidature; or (ii) a period of up to 2 years, provided the appointment commences within 12 months of completion of the student's degree; provided it is not a condition of employment that the Employee undertake a studentship;
(i)	secondment	a fixed-term secondment where the Employee holds a substantive underlying appointment;
(j)	discontinued teaching program	to fill a vacancy caused by the departure of an Employee engaged in the support of an existing teaching program that is to be discontinued, and the position is not to continue;
(k)	new organisational area	for positions within a new organisational area under subclause 14.15; and
(l)	disestablished organisational area	for positions within a disestablished organisational area under subclause 14.17.

14.13 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 only be renewed after the commencement of this Agreement if they fall within one or more of the categories listed above.

Fixed term employment in new organisational area

14.14 **New organisational area** means:

- (a) a discipline or sub-discipline area of academic work not previously offered;
- (b) a demonstrated sudden and unanticipated increase in student enrolments; or
- (c) an academic function or unit organised in either a new geographical location, or organised distinctly from existing Schools, Institutes, or centres, which has not been created from the merger or division of, or movement of work from an existing academic unit(s) to another academic unit(s).

14.15 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 before or after the establishment of the area.

14.16 At the expiry of the fixed term, the University will offer conversion to ongoing employment in accordance with subclause 15.1, subject to:

- (a) the necessity of ongoing work; and
- (b) the Employee's satisfactory performance in the position.

Fixed term employment in disestablished organisational area

- 14.17 Fixed term employment may be offered where the University has decided to discontinue work in an organisational area within 3 years.
- 14.18 If the decision to discontinue the work has been reversed, the University will offer conversion to ongoing employment in accordance with subclause 15.1 at the expiry of the fixed term, subject to:
- (a) the necessity of ongoing work; and
 - (b) the Employee's satisfactory performance in the position.

Contract Research positions

- 14.19 If a fixed term Employee is engaged in a Contract Research position:
- (a) the Employee may be employed on subsequent research grants. A break between contracts of up to 6 months will not break continuity of service, but will not count as service for any purpose; and
 - (b) the duration of the appointment will correspond with the term of funding available for that research task or position within the overall research grant, provided there is sufficient funding and suitable work available for the appointee under the grant.

Casual employment

- 14.20 A casual Employee is an Employee engaged by the hour and paid on an hourly basis in accordance with Schedule 2.
- 14.21 A casual Employee must be engaged and paid for at least 2 hours of work on each occasion they are required to attend work, inclusive of any incorporated time and payment for preparation or associated working time prescribed by Schedule 2.
- 14.22 Casual appointments should be merit-based, transparent, and consistent with University policy. Academic units should maintain current eligibility lists of appropriately qualified casual teaching staff, from which casual teaching appointments will be made, unless an appointment requires specialised knowledge or skills not possessed by the individuals on those eligibility lists.
- 14.23 The University will provide annual data regarding levels of casual academic employment to the Implementation Committee.¹
- 14.24 An ongoing or fixed term Employee may also work as a casual Employee if the casual work is unrelated to, or identifiably separate from, their normal duties.
- 14.25 When responding to an offer of employment, a casual Employee must disclose any other employment they currently hold 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 commencement of this Agreement will be used as a comparison for future reports and discussions.

14.26 A casual Employee will be paid in the first full pay cycle following submission of an authorised claim for payment.

14.27 A casual Employee who is engaged on a regular and systematic basis will be provided with:

- (i) access to the University's IT resources, including network and intranet access, and the library, for the duration of their appointment;
- (ii) a staff ID card, a staff email account, and inclusion in the online staff directory;
- (iii) 1 payment of 1.5 hours upon completion of the University's online Orientation program;
- (iv) paid attendance at any professional learning program the Employee may be required or authorised to attend, up to a maximum of 4 hours per teaching session;
- (v) 1 payment of up to 5 hours upon providing evidence of successful completion of the University's mandatory online training;
- (vi) a technology allowance as prescribed by Schedule 2;
- (vii) the opportunity to apply for a Vice-Chancellor's Professional Development Scholarship; and
- (viii) the right to be nominated for the Vice-Chancellor's Excellence in Teaching Award.

Engagement of casual Employees

14.28 Each casual Employee will receive an offer of employment in accordance with clause 12: *Terms of Engagement* that will identify all the duties required to be performed by the Employee, the rate of pay for each duty, and a statement that any additional duties required will be paid at the appropriate rate.

Unavailability to attend work

14.29 A casual Employee is entitled to not be available to attend work or to leave work, for the reasons specified in clause 31: *Personal Leave* by agreement with their Supervisor. Subject to subclause 31.7, if agreement cannot be reached, the Employee will be entitled to be unavailable to attend work for up to 2 days without pay per occasion.

14.30 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.

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

15. CONVERSION

Fixed term Employees

15.1 A fixed term Employee may make a written application to their Supervisor for conversion to ongoing employment if they meet all the following conditions:

- (a) the Employee's period of employment under fixed term contracts has exceeded 3 years of Continuous Service;
- (b) the current contract is the Employee's second or subsequent fixed term contract; and

- (c) the Employee was originally or subsequently appointed to the position through an open and competitive selection process.
- 15.2 A fixed term Employee who has applied for conversion under subclause 15.1 and meets the requirements prescribed by subclauses 15.1(a) to (c) will be converted to ongoing employment unless:
- (a) the Employee has not performed satisfactorily;
 - (b) the University no longer requires work of the same or similar nature to be performed within the Employee's academic unit; or
 - (c) having regard to all the relevant circumstances, there would be insufficient work available for the Employee to be usefully employed on an ongoing basis.
- 15.3 The University will advise the Employee of the outcome of the application for conversion in writing and provide reasons if the application is declined.
- 15.4 Notwithstanding anything in subclause 15.2 the University may, at its discretion, convert any fixed term employment to ongoing employment.

Fixed term Contract Research Employees

- 15.5 A fixed term Contract Research Employee may make a written application for conversion to ongoing funding contingent employment if they meet all the following conditions:
- (a) the Employee is engaged on a second or subsequent fixed term contract as a contract researcher;
 - (b) the period of employment under fixed term Contract Research contracts has exceeded 3 years of Continuous Service; and
 - (c) the Employee has completed an Academic Career Development, Planning and Review process in the 12 months prior to the application being made.
- 15.6 A Contract Research Employee who has applied for conversion under subclause 15.5 and meets the requirements prescribed by subclause 15.5(a) to (c) will be converted to ongoing employment unless:
- (a) one or more of the grounds prescribed by subclause 15.7 apply; or
 - (b) the head of the Employee's academic unit is not, on reasonable and demonstrable grounds, satisfied that:
 - (i) there is likely to be sufficient revenue or funding streams to support the Employee's employment; or
 - (ii) the Employee has generic and transferable skills in addition to their research speciality, and those skills are subject to ongoing demand within the University.
- 15.7 The University may decline an application for conversion on grounds including that:
- (a) the Employee is a student, and this was the primary reason for their appointment;
 - (b) the Employee is a genuine retiree (including an Employee who elected to take up a pre or post-retirement contract); or

(c) the Employee's performance in the position has been unsatisfactory.

15.8 The University will advise the Employee of the outcome of the application for conversion in writing and provide reasons if the application is declined.

15.9 A Contract Research Employee will be entitled to the provisions of clause 51: *Termination of Employment* and clause 52: *Fixed-Term Employees Severance Pay*.

15.10 If a fixed term Contract Research Employee's employment is converted to funding contingent ongoing employment, and:

(a) the funding ceases for reasons outside the Employee's control; and

(b) the University is not able find suitable alternative employment for the Employee;

the Employee's employment will cease, and they will receive 4 weeks' notice (or pay in lieu) together with severance pay in accordance with clause 52: *Fixed-Term Employees Severance Pay*.

Casual Employees

15.11 A casual Employee may be entitled to conversion in accordance with:

(a) the NES; or

(b) this clause.

15.12 Casual conversions under the NES may be at the initiative of either the Employee or the University.

15.13 A casual Employee may apply for conversion to ongoing or fixed term employment if they have been employed by the University on a regular and systematic basis in the same or substantially similar role during the immediately preceding 24 months. Applications for casual conversion must be made using the Casual Conversion Application Form.

15.14 Applications for conversion will be:

(a) considered in the context of operational availability and needs;

(b) assessed having regard to any requirement for the Employee to hold a PhD, noting that in some circumstances the University may determine that a PhD is not required;

(c) assessed having regard to the position classification standards specified for the role at the level sought; and

(d) determined having regard to the casual Employee's performance.

15.15 A casual Employee who is converted to ongoing or fixed term employment may be required to serve a probationary period under clause 13: *Probation*.

16. ACADEMIC DECASUALISATION

16.1 During the nominal term of this Agreement, the University will create a program to transition the work undertaken by casual Employees to ongoing academic positions in accordance with this clause (**Program**).

Creation of Positions

- 16.2 As part of the Program, the University will create and fill 150 FTE ongoing academic positions (**Positions**) as follows:
- (a) on or before 1 July 2023: 30 FTE Positions;
 - (b) on or before 1 March 2024: a further 60 FTE Positions; and
 - (c) on or before 1 March 2025: a further 60 FTE Positions, provided that if the University experiences a budget deficit in 2024, it is agreed the final tranche of 25 FTE Positions will be filled between 1 March 2025 and 30 June 2025.
- 16.3 If an Employee is appointed to a Position but their employment is terminated during the confirmation period pursuant to subclause 16.18 or subclause 16.19(b), the appointment will not count towards the target prescribed by subclause 16.2.
- 16.4 The University may create and advertise the Positions on a full-time or part-time basis, provided that the minimum fraction at which a position may be created and advertised is 0.4 FTE.
- 16.5 An Employee who is appointed to a Position will primarily perform teaching work that was previously performed by casual Employees.

Advertising Positions

- 16.6 To ensure the provision of equitable opportunities for existing casual Employees:
- (a) all Positions will be internally advertised in the first instance for at least 10 business days;
 - (b) selection panels will assess all internal applicants and interview potentially qualified applicants; and
 - (c) qualified applicants will be appointed on the basis of merit.
- 16.7 If no internal applicant is appointable to a Position, the University may advertise the Position externally.
- 16.8 If, following an external recruitment process, no applicant is appointable to a Position because they do not meet the eligibility criteria prescribed by subclauses 16.9 and 16.10, the University may appoint an applicant who otherwise demonstrates that they meet the requirements of the Position.

Eligibility to apply for Positions

- 16.9 Subject to subclause 16.10, an applicant for a Position must:
- (a) have been awarded, or submitted, a relevant doctoral qualification, other than in circumstances where a PhD would not normally be required for the relevant appointment;
 - (b) have worked as a casual academic for a period totalling at least 2 teaching sessions within the previous 2 years at an Australian higher education institution;
 - (c) not have held an ongoing position at an Australian higher education institution in the previous 3 years; and
 - (d) provide evidence that they meet these criteria.

16.10 Notwithstanding subclause 16.9 the University may, at its discretion, accept an application from an applicant who:

- (a) who does not meet the requirements of that subclause due to having taken parental leave, or for other personal reasons;
- (b) is not a doctoral graduate; or
- (c) has insufficient experience;

if the applicant otherwise satisfies the requirements and is suitably qualified to perform the Position for which they have applied.

Appointments to Positions

16.11 Appointments to Positions will be:

- (a) on an ongoing basis;
- (b) made at a minimum of level A step 3, provided that an appointment may be made at level A step 1 or 2 if the successful applicant does not hold a doctoral qualification.

16.12 An Employee who is appointed to a Position will:

- (a) incrementally progress in accordance with clause 18: *Pay Rates*; and
- (b) be entitled to apply for, and be promoted, in accordance with this Agreement and University policy.

Workload allocation

16.13 The workload for Positions will be allocated as follows:

- (a) an allocation of at least 10% for research, scholarship, and maintenance of disciplinary currency during the first year of appointment;
- (b) an allocation of 10 to 20% for research, scholarship, and maintenance of disciplinary currency during the second year of appointment;
- (c) an allocation of 10 to 30% for research, scholarship, and maintenance of disciplinary currency during the third year of appointment; and
- (d) thereafter in accordance with clause 23: *Academic Workloads*.

Confirmation period following appointment

16.14 An Employee who is appointed to a Position will be subject to a 2-year confirmation period. This may be extended for a further period of up to 1 year if the Employee has been absent from work for any reason to such an extent that it has not been possible to assess their performance during the initial confirmation period.

Process

16.15 During the confirmation period, the Employee's Supervisor will meet with the Employee:

- (a) to participate in the career development, planning, and review process prescribed by clause 25: *Academic Career Development, Planning, and Review*; and

- (b) as required to provide feedback about the Employee's performance, including in relation to whether the Employee is achieving, or progressing towards, a satisfactory level of research performance.

16.16 If the Supervisor has concerns about the Employee's performance, they will outline in writing to the Employee:

- (a) the nature of the concerns;
- (b) the specific areas that require improvement;
- (c) the specific performance standard the Employee is expected to achieve, and how improvement will be measured;
- (d) any support to be provided to the Employee to assist them to reach the expected performance standard;
- (e) the length of the review period, which must be sufficient to provide the Employee with a reasonable opportunity to meet the expected performance standard;
- (f) the dates on which the Supervisor will meet with the Employee to discuss the Employee's progress; and
- (g) the consequences of any failure to achieve the expected performance standard.

16.17 The Supervisor will give the Employee an opportunity to respond to the Supervisor's concerns and consider the Employee's response (if any) before determining whether to progress with the review period.

Termination of employment during confirmation period

16.18 If, after completion of the first year of the confirmation period, the Employee fails to improve their performance to the expected standard despite having been provided with a reasonable opportunity to do so then, subject to compliance with subclauses 16.16 and 16.17, the University may terminate the Employee's employment by providing 4 weeks' written notice of termination or payment in lieu thereof.

16.19 If an Employee is advised that their employment is to be terminated pursuant to subclause 16.18, the Employee may request that the matter be referred to the Senior Deputy Vice-Chancellor and Provost for a procedural review. Upon reviewing the matter, the Senior Deputy Vice-Chancellor and Provost may:

- (a) refer the matter back to the Employee's Supervisor to remedy any procedural deficiency identified by the Senior Deputy Vice-Chancellor and Provost; or
- (b) determine that there has been no procedural deficiency, in which case the decision to terminate the Employee's employment will be confirmed.

Reduction in use of casual employment

16.20 Over the nominal term of this Agreement, the University will reduce its use of casual employment by at least 25% on a FTE basis as compared to the University's proportional FTE casual academic workforce (excluding Clinical and Fieldwork supervision) at the date of commencement of the Agreement.

- 16.21 The reduction referred to in subclause 16.20 will be measured using the actual casual FTE staff data the University annually supplies to the Department of Education, Skills and Employment, with the March 2022 data being taken as the reference point.

Reporting to Implementation Committee

- 16.22 The University will report to the Implementation Committee on:
- (a) the total number of Positions established and filled, as well as the units and disciplines in which the appointments were made and the workload allocations for the Positions:
 - (i) over the previous 12 months; and
 - (ii) over the nominal term of this Agreement; and
 - (b) the FTE reduction in the volume of casual academic work performed:
 - (i) over the previous 12 months; and
 - (ii) over the nominal term of this Agreement.

PART D – ABORIGINAL AND TORRES STRAIT ISLANDER PEOPLES EMPLOYMENT

17. ABORIGINAL AND TORRES STRAIT ISLANDER PEOPLES EMPLOYMENT

Definitions

- 17.1 For the purposes of this clause:
- (a) **identified** means a position for which being an Aboriginal and Torres Strait Islander Peoples person is a genuine occupational qualification and which will only be filled by an Aboriginal and Torres Strait Islander Peoples person; and
 - (b) **Indigenous Strategy** means the University's *Indigenous Strategy 2020-2025*, which should be read in conjunction with this clause.

Acknowledgement of Country

- 17.2 Recognising that its campuses occupy their traditional lands, the University acknowledges the Darug, Eora, Dharawal (also referred to as Tharawal), and Wiradjuri peoples and thanks them for their support of its work on their lands (Greater Western Sydney and beyond).

Aboriginal and Torres Strait Islander Peoples employment

- 17.3 During the nominal term of this Agreement, the University will increase the number of ongoing and fixed term Aboriginal and Torres Strait Islander Peoples Employees to 77.
- 17.4 The University and its Employees will work within the guiding principles of the Indigenous Strategy, which include:
- (a) respect and consideration for the cultural and social and belief systems practiced 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 Employees contributes to the redress of past social injustice, exploitation and employment inequality; and
- (f) facilitation and encouragement of direct involvement of Aboriginal and Torres Strait Islander Peoples Employees in determining their own career strategies, goals, and objectives, in consultation with Supervisors.

Aboriginal and Torres Strait Islander Peoples leadership

- 17.5 The University will establish and maintain the following identified Aboriginal and Torres Strait Islander Peoples leadership positions:
- (a) an identified Executive position with responsibility for Aboriginal and Torres Strait Islander Peoples leadership within, and external to, the University;
 - (b) in addition to subparagraph (a), an identified Employee position to facilitate the implementation and coordination of Aboriginal and Torres Strait Islander Peoples employment initiatives; and
 - (c) an identified professional staff position responsible for the Badanami Centre for Indigenous Education and with overall responsibility for advice, coordination, and management of Aboriginal and Torres Strait Islander Peoples students and educational matters.
- 17.6 All vacant positions in the Badanami Centre for Indigenous Education and the Office of the Deputy Vice-Chancellor Indigenous Leadership will be identified positions.
- 17.7 During the nominal term of this Agreement, the University will identify positions throughout the University that support, educate, and/or provide services to Aboriginal and Torres Strait Islander Peoples students and Employees and recruit Aboriginal and Torres Strait Islander Peoples into those positions.

Increasing and enhancing employment opportunities for Aboriginal and Torres Strait Islander Peoples Employees

- 17.8 The University aims to be an employer of choice for Aboriginal and Torres Strait Islander Peoples. The University will provide Aboriginal and Torres Strait Islander Peoples Employees with an environment that supports and nurtures their careers.

Aboriginal and Torres Strait Islander Peoples Employment and Advisory Committee

- 17.9 The University will establish and maintain an Aboriginal and Torres Strait Islander Peoples Employment and Advisory Committee (**Advisory Committee**) to advise, monitor, and report on Aboriginal and Torres Strait Islander Peoples employment, implementation of the University's enterprise agreements, and strategies.
- 17.10 The Advisory Committee will monitor and review the implementation of the Indigenous Strategy with regard to the employment of Aboriginal and Torres Strait Islander Peoples and will comprise:

- (a) the Deputy Vice-Chancellor Indigenous Leadership;
- (b) the Director, Badanami Centre for Indigenous Education;
- (c) the Manager, Indigenous Employment;
- (d) 1 Aboriginal and Torres Strait Islander Peoples Employee endorsed by the NTEU;
- (e) 1 Aboriginal and Torres Strait Islander Peoples Employee endorsed by the CPSU; and
- (f) at least 1 Aboriginal and Torres Strait Islander Peoples Employee elected by Aboriginal and Torres Strait Islander Peoples Employees.

17.11 Membership of the Advisory Committee will be for the nominal term of this Agreement and vacancies will be filled as they arise.

17.12 The University will provide the Advisory Committee with all data the Committee requires to perform its functions including:

- (a) the category of employment (academic or professional Employees in total and also disaggregated by levels); and
- (b) the nature of the engagement (ongoing, fixed term, or casual) of all Aboriginal and Torres Strait Islander Peoples Employees (including their fractions), and the total number of Aboriginal and Torres Strait Islander Peoples Employees by head count prior to each meeting. The data will also be provided to Union representatives prior to each Implementation Committee meeting.

17.13 The Advisory Committee will seek reports on, and monitor:

- (a) the classification and levels of positions occupied by Aboriginal and Torres Strait Islander Peoples Employees against the general population of University Employees;
- (b) retention of existing and establishment of new identified positions;
- (c) the retention rate of Aboriginal and Torres Strait Islander Peoples Employees;
- (d) the number of Aboriginal and Torres Strait Islander Peoples Employees who are promoted, reclassified, or otherwise appointed to higher level positions; and
- (e) the financial investment in professional development activities for Aboriginal and Torres Strait Islander Peoples Employees.

Selection and advancement of Aboriginal and Torres Strait Islander Peoples Employees

17.14 The University recognises that an Aboriginal and Torres Strait Islander Peoples Employee can most effectively provide relevant services and knowledge both to other Aboriginal and Torres Strait Islander Peoples, and to the University as a whole. Therefore, the University recognises that in certain circumstances it may be appropriate for Aboriginal and Torres Strait Islander Peoples to be employed to provide specific knowledge and services to the University. The Federal Government has developed a three-part definition, which has been accepted by the Courts, of who is an Aboriginal and Torres Strait Islander Peoples person, namely:

- (a) a person being of Aboriginal and Torres Strait Islander Peoples descent;
- (b) the person identifying as Aboriginal and Torres Strait Islander Peoples; and

- (c) the person being accepted as such by the community in which they live.
- 17.15 Any selection committee or panel established to recruit to an identified position must have at least 50% of its members identify as Aboriginal and Torres Strait Islander Peoples.
- 17.16 Any Academic Promotions panel considering an application from an Aboriginal and Torres Strait Islander Peoples Employee must have at least one Aboriginal and Torres Strait Islander Peoples Employee on the panel, as nominated by the Deputy Vice-Chancellor Indigenous Leadership.
- 17.17 Any current Employee who identifies as Aboriginal and Torres Strait Islander Peoples is entitled to request an independent Aboriginal and Torres Strait Islander Peoples member to be included on any panel responsible for assessing their application, whether that application relates to professional development, award of scholarship, or any other activity pertaining to their development and/or advancement within the University. If the University receives such a request, panel membership will be altered to include an independent Aboriginal and Torres Strait Islander Peoples person.
- 17.18 The University will appoint only Aboriginal and Torres Strait Islander Peoples to identified positions.
- 17.19 Any offer of appointment to an identified position will be contingent upon the candidate producing evidence of indigeneity consistent with subclause 17.14.

Aboriginal and Torres Strait Islander Peoples language allowance

- 17.20 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 an 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.

Cultural and ceremonial leave

- 17.21 Aboriginal and Torres Strait Islander Peoples Employees are entitled to additional leave to participate in cultural and/or ceremonial activities in accordance with clause 32: *Cultural and Ceremonial Leave for Aboriginal and Torres Strait Islander Peoples Employees*.
- 17.22 At least once per annum, the University will advise the Implementation Committee of the use of cultural and ceremonial leave by Aboriginal and Torres Strait Islander Peoples Employees.

PART E – REMUNERATION, LOADINGS, AND ALLOWANCES

18. PAY RATES

- 18.1 In addition to the 2% administrative increase that took effect on 29 April 2022, Employees will receive the following increases to Salaries and allowances:
- (a) 2.6% effective the first full pay period practicable after the date on which Employees approve this Agreement and the *Western Sydney University Professional Staff Agreement 2022* and backdated to 14 October 2022;
 - (b) 3.35% effective the first full pay period after 1 October 2023;
 - (c) 2.9% effective the first full pay period after 1 October 2024; and

- (d) 2.6% effective the first full pay period after 1 March 2025.
- 18.2 Schedule 1 sets out the Salaries for full-time Employees engaged between levels A to E over the nominal term of this Agreement.
- 18.3 Schedule 2 sets out of the rates of pay for casual Employees over the nominal term of this Agreement.
- 18.4 An ongoing or fixed term Employee will progress by annual increments to the top of the relevant Salary level in Schedule 1 unless the increment is withheld in accordance with:
 - (a) clause 49: *Unsatisfactory Performance*;
 - (b) clause 50: *Misconduct or Serious Misconduct*; or
 - (c) clause 51: *Contraventions of the Research Code of Practice*.

19. SUPERANNUATION

Contributions for ongoing and fixed term employees

- 19.1 The University will make 17% employer superannuation contributions for ongoing and fixed term Employees into an Employee's nominated superannuation fund.
- 19.2 Subject to legislative limitation, UniSuper is the default superannuation fund of this Agreement. The University will provide information about UniSuper as part of its onboarding process for new ongoing and fixed term Employees.
- 19.3 If a commencing Employee does not nominate a superannuation fund:
 - (a) the University will make the contributions into the Employee's stapled superannuation fund as advised by the Australian Taxation Office (ATO); and
 - (b) if the ATO advises the University that an Employee does not have a stapled superannuation fund, the University will open a UniSuper account on the Employee's behalf and make contributions into that account.
- 19.4 Employees engaged at the date of commencement of this Agreement will be entitled to choose their superannuation fund in accordance with the *Treasury Laws Amendment (Your Superannuation Your Choice) Act 2020* (Cth).
- 19.5 If the scheme superannuation fund to which an Employee belongs requires them to make employee contributions, such contributions must be made from the Employee's Base Salary.
- 19.6 If an Employee is a member of the State Superannuation Scheme or the State Authorities Superannuation Scheme (**State Schemes**), the University will make employer superannuation contributions to the Employee's State Scheme in accordance with the relevant employer contribution levels and arrangements in place immediately prior to the commencement of this Agreement, provided that the Employee:
 - (a) is eligible to have employer superannuation contributions made on their behalf to their State Scheme; and
 - (b) elects to do so.

- 19.7 The University will make the Superannuation Guarantee employer contribution necessary to avoid the imposition of a surcharge for Employees that do not qualify for a higher employer contribution under subclause 19.1.

Contributions during unpaid parental leave

- 19.8 The University will continue to make employer contributions for an Employee during periods of paid and unpaid parental leave taken in accordance with clause 34: *Parental Leave*:
- (a) for up to 52 weeks from the date of commencement of the leave; and
 - (b) at the rate that applied when the Employee commenced the leave.

The pro-rata provisions in subclause 34.4 will also apply.

20. SALARY PACKAGING

- 20.1 This clause does not apply to casual Employees.
- 20.2 The University and an Employee may agree to salary packaging, which means that the University will reduce the Employee's Salary in lieu of non-cash tax benefits.
- 20.3 Any salary packaging arrangement must be consistent with the University's *Salary Packaging Guide*, as amended or replaced from time to time.
- 20.4 If the University and an Employee enter into a salary packaging agreement, 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.
- 20.5 Either the University or the Employee can terminate a salary packaging agreement by providing 4 weeks' written notice to the other party.

21. ANNUAL LEAVE LOADING

- 21.1 This clause does not apply to casual Employees.
- 21.2 An Employee will be entitled to an annual leave loading equivalent to 17.5% of 4 weeks of the Employee's Base Rate of Pay for each full year worked, provided that the loading will not exceed the loading applicable to Level B, Step 3 as set out in Schedule 1.
- 21.3 Annual leave loading will be calculated on the Employee's Base Rate of Pay at the date the annual leave loading is paid.
- 21.4 The annual leave loading year commences on 1 December and concludes 30 November of the following year.
- 21.5 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, based on the proportion of the leave loading year worked by the Employee.

22. CAR KILOMETRE ALLOWANCE AND JOURNEYS REQUIRING TEMPORARY RESIDENCE

Car kilometre allowance

- 22.1 If the University requires an Employee to travel to a location other than their nominated work location:

- (a) the Employee will, if practicable, use public transport or an available University pool vehicle to undertake the travel; and
- (b) if public transport is unavailable or impractical and a University pool vehicle is unavailable (including for a regular pattern of duties), the Employee will be paid a car kilometre allowance in accordance with this clause if they undertake the travel using their own vehicle.

22.2 A casual Employee's nominated work location will be recorded on their Casual Employment Authority.

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

Journeys requiring temporary residence

22.4 If the University directs an Employee to work away from their nominated work location and the Employee has approval to occupy a temporary residence, the University will pay the Employee's actual reasonable expenses.

PART F – WORKLOADS AND CAREER DEVELOPMENT

23. ACADEMIC WORKLOADS

23.1 Subject to subclause 16.15, this clause describes how workloads are determined for all Employees other than:

- (a) casual Employees;
- (b) Research Only Employees; and
- (c) those Employees who are expressly exempted from this clause by the Senior Deputy Vice-Chancellor and Provost (or comparable position) due to their particular circumstances, which may include work health and safety or pastoral care issues.

23.2 The University recognises that academic work is a combination of activities and supports a workplace environment that provides for reasonable hours of work in Individual Work Agreements that are transparent, collegially developed, and support a safe workplace.

23.3 Workloads will be allocated in accordance with the University Work Plan Policy (**Policy**) maintained by the University Work Plan Committee pursuant to clause 24: *University and Academic Unit Work Plan Committees*.

23.4 The provisions of this clause will apply to part-time Employees on a pro rata basis, having regard to the individual Employee's work fraction.

Principles for teaching allocations

23.5 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 academic unit;
- (c) be based upon:
 - (i) an upper limit of 50 EFTSL over the course of a calendar year in regard to small group teaching; and/or
 - (ii) an hours-based work allocation, pursuant to which it is expected that weekly teaching allocations will be up to 12 hours, although it is acknowledged that higher allocations may be required in some circumstances for a limited number of Employees whose modes of teaching, by their nature, involve minimal or no preparation; and
 - (iii) an upper limit on marking of 150 students per teaching session. If this is exceeded, the Employee will be eligible for marking relief.

23.6 In applying the principles prescribed by subclause 23.5, each academic unit will consider:

- (a) the balance between 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.

23.7 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.

Teaching groups

23.8 The allocation of teaching amongst Employees in specific teaching areas should include collegial discussion within teaching groups to ensure equitable and realistic workloads across an academic unit.

Individual Work Agreements

23.9 A full-time Employee is required to work a yearly average of 35 hours per week, excluding:

- (a) annual leave;
- (b) Public Holidays; and
- (c) Concessional Days.

23.10 Each Employee's workload will be recorded in writing in an annual Individual Work Agreement, to be negotiated between the Employee and their Supervisor in accordance with the terms of the Policy and this clause. Each Individual Work Agreement must include:

- (a) an annual leave plan;
- (b) any approved long service leave; and/or
- (c) any approved Professional Development Program leave.

Principles for Individual Work Agreements

- 23.11 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 academic unit;
 - (c) take into account the nature of work undertaken in accordance with the Employee's 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 Employee's academic unit;
 - (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 Employee's previous Individual Work Agreement.
- 23.12 There will be published, open, and accessible procedures regarding the allocation of workloads, and each Supervisor and Employee will comply with this Agreement. Individual Work Agreements are not confidential documents and should not include any information that would preclude them being viewed by other Employees.
- 23.13 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.
- 23.14 Where there is more work to be done than is specified in agreed Individual Work Agreements, this should be brought to the attention of the head of the Employee's academic unit 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.
- 23.15 The content of an Employee's Individual Work Agreement will normally make provision for student consultation.
- 23.16 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) has 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 the Employee's academic level, discipline, and personal career plans.
- 23.17 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.

- 23.18 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.
- 23.19 An Employee who is currently enrolled for a research higher degree (**RHD**) 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 and the RHD is in a relevant discipline.
- 23.20 If an Employee takes approved leave that had not been foreshadowed in their Individual Work Agreement, the workload allocations within their Agreement will be adjusted accordingly.
- 23.21 If an Employee has been on sick leave, the workload allocation within the Employee's Individual Work Agreement will be consistent with any return to work plan(s) made in accordance with this Agreement.

Major areas of academic work

23.22 The major areas of academic work are:

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

23.23 **Teaching** includes:

- (a) scholarly activities of acquisition, aggregation and synthesis of knowledge in the preparation of teaching materials;
- (b) design and/or delivery of face-to-face, online, blended learning, and other subject/course delivery modes;
- (c) delivery of lectures, tutorials, laboratory classes, seminars, workshops, practicum, clinical education, and blended learning;
- (d) development and/or delivery of non-award short courses and programs including preparatory, supplementary, and Continuing Education programs;
- (e) supervision of postgraduate coursework and honours students, research higher degree students and student placements, clinical learning, and practicums;
- (f) design and preparation of student assessment;
- (g) marking and student feedback;
- (h) availability for student consultation relating to an individual's own teaching;
- (i) scholarly and professional engagement to maintain currency in a discipline and professional area; and

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

23.24 Research and development includes:

- (a) scholarly activities of acquisition, aggregation, and synthesis of knowledge in the preparation of research projects and associated activities;
- (b) planning, constructing, undertaking, analysing, and publishing research;
- (c) writing articles and other works for publication;
- (d) preparing and submitting external research grant proposals;
- (e) developing collaborative research networks both nationally and internationally;
- (f) presenting and/or publishing scholarly papers, addresses to conferences, and the like;
- (g) approved consultancy research and associated work; and
- (h) development of intellectual property, patents and commercialisation;

23.25 Administration and governance includes:

- (a) course and subject coordination, including new and existing course and subject development, development and evaluation of materials, benchmarking curriculum and learning outcomes, and obtaining professional accreditations;
- (b) management or coordination of centres, units, and/or academic organisational sub-units or functions;
- (c) contributions to committees;
- (d) formal Employee supervision;
- (e) management, coordination, development, or promotion of University enterprises, programs, or commercial activities;
- (f) general administration of policies and work of the Employee's academic unit; and
- (g) contribution to institutional leadership and/or governance at the University.

23.26 Where relevance to the work of the University can be demonstrated, approved service to the community includes:

- (a) contributions to, and involvement with, professional or academic associations, business, unions, and industry;
- (b) contributions to, and involvement with, government and community bodies and associations relevant to the University's engagement strategy;
- (c) involvement in academic publishing through refereeing articles, editing journals, and participating in editorial boards; and
- (d) promotion of the University in the community.

23.27 Within the provisions of this clause and the Policy, an Employee will be entitled to negotiate with their Supervisor (or their nominee) an appropriate mix of the activities outlined above in their

Individual Work Agreement, and consider opportunities for the Employee to participate in, develop, and balance their expertise in a range of areas of academic work.

Content of Individual Work Agreements

23.28 An Employee's Individual Work Agreement will:

- (a) include, from the major areas of academic work, some elements of teaching including face-to-face teaching, and research or scholarly activity, unless otherwise approved by the head of the Employee's academic unit;
- (b) allocate a minimum of 20% to research;
- (c) not require an Employee to have a break of less than 12-hours between teaching commitments on consecutive days, unless the Employee agrees otherwise;
- (d) specify its date of commencement and period of operation;
- (e) specify how it may be varied;
- (f) enable the Employee to have a sustained period(s) of scholarly or other activity, of a total of not less than 12 weeks in any one year:
 - (i) at a time(s) when the Employee is not teaching timetabled classes;
 - (ii) in addition to opportunities to take annual leave; and
 - (iii) including intra-session teaching breaks if appropriate;
- (g) contain work that is consistent with the Employee's level of appointment, as described in the position classification standards in Schedule 4; and
- (h) be consistent with equal opportunity principles, policies, and practices, including any reasonable adjustments regarding the Employee's medical restrictions, or approved rehabilitation plans.

Employee responsibilities

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

23.30 If an Employee plans to be absent from campus, they must inform their Supervisor of their contact details. A Supervisor may approve longer absences in advance.

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

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

Documentation

23.33 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 academic unit and must be available to other Employees of the unit, and the Academic Unit Work Plan Committee.

23.34 The Individual Work Agreement of an Employee will be:

- (a) signed and endorsed by the Employee;
- (b) recommended by the Supervisor;
- (c) approved by the head of the Employee's academic unit; and
- (d) agreed by the date provided in the Policy.

Resolution of disputes about workload allocation

23.35 If an Employee considers that their workload allocation has been made in breach of this clause, the matter will be referred to the relevant Academic Unit Work Plan Committee for determination, unless the dispute is too significant to be handled by that Committee.

23.36 If:

- (a) the dispute is too significant to be handled by the Academic Unit Work Plan Committee; or
- (b) the dispute cannot be resolved by that Committee;

the matter will be referred to the head of the Employee's academic unit for determination.

23.37 If the matter remains unresolved, either the Employee or head of the Employee's academic unit may refer the matter to the University Work Plan Committee, which will determine whether the workload allocation process has complied with:

- (a) this clause;
- (b) the University Work Plan Policy; and
- (c) the relevant academic unit Work Plan Policy.

23.38 The University Work Plan Committee will advise the parties of the outcome of the dispute as soon as reasonably practicable.

23.39 The University Work Plan Committee's determination will be binding, and there will be no right of appeal or further dispute in relation to the matter.

24. UNIVERSITY AND ACADEMIC UNIT WORK PLAN COMMITTEES

University Work Plan Committee

24.1 The University's Work Plan Committee will comprise:

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

- (c) 3 Employees nominated by the Union.
- 24.2 The University Work Plan Committee will meet at least twice a year and, in addition, as required to deal with any Individual Work Agreement disputes under subclause 23.37.
- 24.3 The role of the University Work Plan Committee is to:
- (a) provide oversight of Academic Unit Workload Policies and their implementation in accordance with the University Work Plan Policy;
 - (b) maintain currency of the University Work Plan Policy; and
 - (c) deal with Individual Work Agreement disputes under subclause 23.37.
- 24.4 The University Work Plan Policy and Academic Unit Workload Policies, including any supplementary documents, will be published on the University website.
- 24.5 The University Work Plan Committee is expected to make decisions by consensus. If the Committee is unable to make a decision by consensus, the matter will be referred to the Implementation Committee, which will provide advice and recommendations to the University Work Plan Committee on work plan matters that have not been resolved.
- 24.6 Upon receipt of the Implementation Committee's advice and recommendations, 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.

Academic Unit Work Plan Committees

- 24.7 The head of each academic unit will convene an Academic Unit Work Plan Committee comprising:
- (a) a Chair appointed by the head of the academic unit;
 - (b) at least 2 Employees appointed by the head of the academic unit; and
 - (c) Employees elected by Employees of the academic unit equal in number to those appointed under subclause 24.7(b).
- 24.8 The quorum for any meeting of the Academic Unit Work Plan Committee is 4 and must include the Chair (or their nominee) and 1 elected academic representative.
- 24.9 The Academic Unit 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 Work Agreement disputes under subclause 23.35.
- 24.10 The role of the Academic Unit Work Plan Committee is to:
- (a) ensure the Academic Unit has a workload policy that reflects the principles of the University Work Plan Policy;
 - (b) seek and take account of feedback from Employees within the Academic Unit on the Academic Unit Work Plan Policy;
 - (c) monitor implementation of the Academic Unit Work Plan Policy;
 - (d) monitor the equitable distribution of workloads across Employees in the academic unit;

- (e) report to the University Work Plan Committee on an annual basis; and
- (f) resolve disputes about Individual Work Agreements under subclause 23.35.

25. ACADEMIC CAREER DEVELOPMENT, PLANNING, AND REVIEW

25.1 The University is committed to providing Employees with opportunities for career planning and development through a number of initiatives, including the Academic Development Program.

25.2 Employees will be given:

- (a) the opportunity to be involved in the planning of their work, and to develop personal skills that complement their academic unit's goals; and
- (b) career development opportunities.

Supervision

25.3 The University will nominate a Supervisor for each Employee. The Supervisor will provide leadership and support to the Employee, as well as guidance and feedback on the Employee's performance and career development.

25.4 In exceptional circumstances, an Employee may request an alternative Supervisor. If the request is granted, the University may nominate an alternative supervisor who is approved by the head of the Employee's academic unit.

The Academic Career Development, Planning and Review process

25.5 All ongoing Employees and fixed-term Employees engaged for 12 months or more will participate in the Academic Career Development, Planning and Review (ACDPR) process.

25.6 If an Employee is on probation, ACDPR will be incorporated into the process prescribed by clause 13: *Probation*.

25.7 As part of the ACDPR process, Supervisors and Employees will:

- (a) meet at least annually to discuss the Employee's past performance and future development plans, for the purposes of which the Employee will provide their Supervisor with relevant information and documentation about the Employee's performance;
- (b) complete a Career Development Plan each year, and within a reasonable timeframe, consistent with the requirements of the Academic Unit Work Plan process; and
- (c) review the Plan at least once in the course of the academic year.

25.8 An Employee who does not participate in the ACDPR process cannot:

- (a) be promoted;
- (b) apply for Academic Development Program leave;
- (c) attend conferences paid for by the University, or held during University time; or
- (d) receive salary increments, or recruitment and retention loadings.

25.9 The ACDPR process will:

- (a) be informed by the Employee's annually updated Career Development Plan;
- (b) cover all aspects of the Employee's Work Plan;
- (c) provide the Employee with an opportunity to document and discuss their achievements and any ways in which their professional development may be facilitated;
- (d) ensure the Employee is aware of their responsibilities and duties, and the effect these have on the University's operations;
- (e) provide positive feedback and guidance as appropriate on the Employee's performance and development;
- (f) include an annual evaluation of research and research supervision; and
- (g) include an annual evaluation of teaching.

25.10 Academic units may augment the evaluation of teaching with a program of peer review and mentoring. If this occurs, peer reviewers will be 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 and research

25.11 As part of the ACDPR process, all Employees are required to undergo annual evaluation of:

- (a) the full range of their teaching activities;
- (b) the subjects in which they teach; and
- (c) their research and research supervision.

25.12 The ACDPR process will incorporate:

- (a) a range of evaluative data to assess the Employee's teaching and subject-related activities, and research activities including supervision;
- (b) the Employee's response to the evaluative data; and
- (c) any plans to address areas identified as needing development.

25.13 The evaluative data referred to in subclause 25.12(a) will be accessible to the Employee's Supervisor and the head of the Employee's academic unit.

25.14 Evaluation of teaching must be considered in the context of the teaching and learning environment. Student evaluation data cannot be used as the sole measure of an Employee's teaching.

25.15 The University may use, for any purpose, aggregate findings about the relevance and quality of courses and subjects in terms of student needs and expectations.

The ACDPR Report

25.16 The ACDPR Report will include the following:

- (a) the date on which the review meeting took place;
- (b) a summary of the Employee's achievements;
- (c) a summary of any areas of concern regarding the Employee's performance;
- (d) agreed strategies that address any areas identified as needing improvement;
- (e) a summary of any problems being experienced by the Employee; and
- (f) any other relevant information.

25.17 The Employee will be given an opportunity to read, comment on, and authorise the ACDPR Report.

25.18 The completed ACDPR Report will be provided to the head of the academic unit if requested.

25.19 The ACDPR Report will form part of subsequent reviews.

Unsatisfactory performance

25.20 If a Supervisor is of the view that an Employee's performance and/or development is unsatisfactory, the Supervisor will consult the head of the academic unit, and the matter will be dealt with in accordance with clause 48: *Unsatisfactory Performance*.

PART G – FLEXIBLE WORK PROVISIONS

26. FLEXIBLE WORK PROVISIONS

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

- (a) clause 7: *Individual Flexibility Arrangements*;
- (b) clause 27: *Right to Request Flexible Working Arrangements*;
- (c) clause 31: *Personal Leave*;
- (d) clause 32: *Cultural and Ceremonial Leave for Aboriginal and Torres Strait Islander Peoples Employees*;
- (e) clause 32: *Sick Leave*;
- (f) clause 33: *Parental Leave*;
- (g) clause 34: *Partner Leave*; and
- (h) clause 40: *Leave Without Pay*.

27. RIGHT TO REQUEST FLEXIBLE WORKING ARRANGEMENTS

Eligibility

27.1 A request for flexible working arrangements may be made by:

- (a) an ongoing or fixed term Employee with at least 12 months of Continuous Service; and

- (b) a casual Employee who has been engaged on a regular and systematic basis for at least 12 months immediately prior to making the request, and has a reasonable expectation of ongoing employment on a regular and systematic basis.

27.2 An eligible Employee may make a request for flexible working if the Employee:

- (a) is the parent, or has responsibility for the care, of a child who is school age or younger;
- (b) is a carer within the meaning of the *Carers (Recognition) Act 2010 (NSW)*;
- (c) has a disability;
- (d) is 55 or older;
- (e) is experiencing violence from a member of their family; or
- (f) 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.

Definitions

27.3 For the purposes of subclause 27.2(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.

Examples of flexible working arrangements

27.4 Flexible working arrangements may include, but are not limited to:

- (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;
- (f) leave without pay; and
- (g) remote working arrangements.

Process

27.5 A request for flexible working arrangements must be made in writing to an Employee's Supervisor setting out the details of the change sought and the reasons for the change.

27.6 The Supervisor may decline 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) the requested working arrangements would be likely to result in significant loss of efficiency or productivity; or
 - (d) the requested working arrangements would be likely to have a significant negative impact on services.
- 27.7 The Supervisor will genuinely consider a request for flexible working arrangements. Before responding to a request, the Supervisor must discuss the request with the Employee and genuinely try to reach agreement on a change in working arrangements that will reasonably accommodate the Employee's circumstances having regard to:
- (a) the Employee's needs arising from their circumstances;
 - (b) the consequences for the Employee if the requested changes are not made; and
 - (c) any reasonable business grounds for refusing the request.
- 27.8 The Supervisor will respond to a request for flexible working arrangements in writing within 21 days and advise whether the request has been approved or declined.
- 27.9 If the request is declined and the Supervisor has not reached an agreement with the Employee under subclause 27.7, the Supervisor's response to the request must include details of the reasons for the refusal, including the business ground(s) for the refusal and how they apply to the Employee.
- 27.10 If the Supervisor and the Employee could not agree on a change in working arrangements under subclause 27.7, the Supervisor's written response must:
- (a) state whether or not there are any changes in working arrangements the University can offer the Employee so as to better accommodate the Employee's circumstances; and
 - (b) if the University can offer the Employee such changes in working arrangements, set out those changes.
- 27.11 If the Supervisor and the Employee reached an agreement under subclause 27.7 about working arrangements that are different to those initially requested by the Employee, the Supervisor's written response must set out details of those agreed changes.
- 27.12 If the Supervisor declines an application for flexible working arrangements, the Employee may make a further application:
- (a) if the Employee's circumstances change; or
 - (b) after 6 months have elapsed following the initial request being made.
- 27.13 Information regarding the right to request flexible working arrangements will be made available on the University's website.

PART H – LEAVE ENTITLEMENTS

28. ANNUAL LEAVE

28.1 This clause does not apply to casual Employees.

Entitlement

28.2 A full-time Employee is entitled to 20 days of annual leave at their Base Rate of Pay per year of service.

28.3 A full-time Employee who is a Shiftworker is entitled to an additional 5 days of annual leave at their Base Rate of Pay per year of service.

28.4 Annual leave accrues on a daily basis.

28.5 Part-time Employees accrue annual leave on a pro rata basis.

28.6 Annual leave accrues at half the ordinary rate whilst an Employee is on any form of leave on half pay.

28.7 Annual leave is in addition to any Public Holiday(s) occurring during the period of leave.

28.8 If an Employee who is eligible for sick leave produces a satisfactory medical certificate that they were ill or injured whilst on annual leave, the University will:

- (a) re-credit the Employee with an equivalent period of annual leave; and
- (b) deduct an equivalent period of sick leave.

28.9 If an Employee has accrued annual leave but their employment ends before they take the leave, they will receive payment in lieu based on their Salary at end of their employment.

28.10 If an Employee dies, payment in lieu of the Employee's accrued annual leave entitlement will be made to Employee's personal legal representative, unless paid to the Employee's estate.

Taking annual leave

28.11 Annual leave will be taken at times agreed between an Employee and their Supervisor. Supervisors have a responsibility to facilitate leave planning and the ability for Employees to take annual leave.

28.12 During each calendar year, a full-time Employee must take at least 15 days of annual leave unless the Employee does not have sufficient leave accrued. The University may defer this requirement on a case-by-case basis provided the Employee takes 30 days of annual leave within 2 years. This requirement applies on a pro rata basis for part-time Employees.

Direction to take annual leave

28.13 If a full-time Employee has accrued more than 40 days of annual leave:

- (a) the Employee and their Supervisor may, in the first instance, genuinely try to reach agreement about how to reduce or eliminate the excessive leave accrual; and

- (b) if agreement cannot be reached (including because the Employee refuses to confer with their Supervisor), the University may direct the Employee in writing to take annual leave, subject to the provisions of subclause 28.14.

This requirement applies on a pro rata basis for part-time Employees.

28.14 A direction to take annual leave must not:

- (a) result in the Employee's remaining accrued balance being less than 30 days when any other paid annual leave arrangements are taken into account;
- (b) require the Employee to take any period of annual leave of less than 5 days;
- (c) require the Employee to take annual leave less than 8 weeks, or more than 12 months, after the direction is given; and
- (d) be inconsistent with any other leave arrangement agreed between the Employee and their Supervisor.

28.15 If an Employee has been directed to take annual leave under subclause 28.13(b), the Employee's Supervisor will not unreasonably refuse the Employee's application for annual leave on alternative dates, provided these alternative dates are within an 8-week period either side of the dates directed.

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

29. CHRISTMAS AND NEW YEAR SHUTDOWN

29.1 This clause does not apply to casual Employees.

29.2 The University may shut down over the Christmas and New Year period. If this occurs, the University:

- (a) will grant 2 Concessional Days to Employees during the shutdown period;
- (b) will allocate 1 day in lieu of the Bank Holiday in accordance with clause 43: *Public Holidays*; and
- (c) may direct Employees to take up to 4 days of annual leave on working days that fall during the shutdown, other than days that are Public Holidays and/or Concessional Days.

29.3 An Employee may elect to take accrued long service leave or leave without pay instead of annual leave during the shutdown.

29.4 In exceptional circumstances, an Employee who has exhausted their leave entitlements may make an application to the Chief People Officer (or their nominee), for leave in advance to cover mandated leave dates. An application will not be unreasonably refused.

29.5 An Employee who is directed to work on a Concessional Day(s) will be entitled to take the day(s) at another time by agreement with their Supervisor.

30. LONG SERVICE LEAVE

Eligibility

- 30.1 Casual Employees are entitled to long service leave in accordance with the *Long Service Leave Act* 1955 (NSW) as amended or replaced from time to time.
- 30.2 For the purposes of this clause and subject to subclause 30.10, **continuous service** is service with the University without a break of more than 8 weeks on any one occasion.

Entitlement

- 30.3 Upon completion of 10 years of continuous service, a full-time Employee is entitled to 3 months' long service leave at the Employee's Base Rate of Pay. Thereafter, a full-time Employee will continue to accrue long service leave as follows:
- (a) for continuous service of between 10 and 15 years' duration: leave will accrue on a pro rata basis at the rate of 1.5 months' leave per 5 years of continuous service; and
 - (b) for continuous service of more than 15 years' duration: leave will accrue on a pro rata basis at the rate of 2.5 months' leave per 5 years of continuous service.
- 30.4 Part-time Employees and Employees with a combination of full-time and part-time service accrue long service leave on a pro rata basis.
- 30.5 An Employee may elect to take long service leave at half pay.
- 30.6 If a full-time Employee has completed at least 5 years, but less than 10 years, of 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 Employee's death; or
 - (d) by the conclusion of a fixed-term Employee's second or subsequent contract;
- they will be entitled to a proportionate amount of long service leave at the rate of 3 months of leave at their Base Rate of Pay for 10 years of continuous service (pro rata for part-time Employees).
- 30.7 If an Employee has accrued long service leave but their employment ends before they take the leave, they will receive payment in lieu based on their Salary at the end of their employment.
- 30.8 If an Employee dies, payment in lieu of the Employee's accrued long service leave entitlement will be made to the Employee's personal legal representative, unless paid to the Employee's estate.

Recognition of prior long service leave credits

- 30.9 The University will recognise long service leave accruals for prior service with other Australian higher education institutions that recognise transferability of long service leave credits, and any University entity in which the University has more than a 50 per cent controlled interest, provided that:

- (a) the period between cessation of employment with the former employer and commencement of employment with the University is 8 weeks or less, however this period will not count towards length of service;
- (b) if the Employee has taken long service leave with their former employer, they will not be entitled to long service leave for the period of service for which leave has been taken, however this period of service will be included as qualifying service for determining eligibility for long service leave and the rate of accrual;
- (c) if the Employee has been paid, or is eligible to be paid, in lieu of long service leave by their former employer, they will not be entitled to long service leave for the period of service for which leave has been paid or is eligible to be paid, however this period of service will be included as qualifying service for determining eligibility for long service leave and the rate of accrual; and
- (d) an Employee will be required to serve at least 5 years with the University before taking or being paid in lieu of long service leave, except that payment in lieu 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.

Recognition of prior casual service

30.10 For the purposes of this clause, the University will recognise an ongoing or fixed-term Employee's prior casual service with the University if 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 16 weeks on any single occasion; and
- (c) immediately in conjunction with the period of ongoing or fixed-term employment.

Calculating service for long service leave purposes

30.11 In calculating service to establish long service leave entitlements:

- (a) leave without pay will not count as service, except:
 - (i) leave without pay up to 6 months will count as service after an Employee has completed 10 or more years of continuous service; but
 - (ii) if the period of leave without pay is for more than 6 months, the whole of the period will not count as service; and
- (b) any period of leave without pay for service in the Australian Defence Force Reserves will count as service.

Taking long service leave

30.12 Subject to subclause 30.13, an Employee who is entitled to long service leave may apply to take all or part of the leave at a time of their choosing by giving the University 6 months' written notice of their intention to do so. The University may agree to a shorter period of notice.

30.13 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. If 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, the application for leave may be declined, in which case an acceptable alternative time for the taking of long service leave will be agreed between the Employee and their Supervisor.

30.14 If an Employee who is eligible for paid sick leave produces a satisfactory medical certificate that they were ill or injured for 1 week or more whilst on long service leave, the University will:

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

Direction to take long service leave

30.15 The University may direct a full-time Employee with more than 4.5 months of accrued long service leave to take up to 3 months of leave at a time convenient to the University, provided that:

- (a) the University must give the Employee at least 12 months' written notice of the date on which the leave must start;
- (b) an Employee cannot be required to take long service leave within 24 months of the Employee's 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.

This requirement will be applied to part-time Employees on a pro rata basis.

31. PERSONAL LEAVE

Definitions

31.1 For the purposes of this clause:

- (a) **compassionate grounds** means circumstances in which:
 - (i) a member of the Employee's immediate family:
 - A. contracts or develops a personal illness that poses a serious threat to the immediate family member's life; or
 - B. sustains a personal injury that poses a serious threat to the immediate family member's life; or

C. dies;

- (ii) a child is stillborn, where the child would have been a member of the Employee's immediate family, if the child had been born alive; or
- (iii) the Employee, or the Employee's current spouse or de facto partner, has a miscarriage before 20 weeks' gestation; and

(b) **immediate family** means:

- (i) the Employee's spouse or former spouse; or
- (ii) the Employee's de facto spouse or former de facto spouse; or
- (iii) a child or an adult child (including an adopted/foster child, a stepchild, or an ex nuptial child), parent, parent-in-law, grandparent, grandchild, or sibling of the Employee or of the Employee's spouse or de facto spouse; or
- (iv) a member of the Employee's household.

Entitlement

- 31.2 In recognition of the fact that University staff also have family and cultural commitments outside of work or may require leave on compassionate grounds, an eligible Employee may access personal leave in accordance with this clause.
- 31.3 The University expects Supervisors to be sensitive and flexible in making arrangements for an Employee to attend to personal matters.
- 31.4 Subject to subclause 31.8, a full-time ongoing or fixed term Employee is entitled to up to 6 days of paid personal leave per calendar year and may also use their accrued sick leave entitlement if they have exhausted their paid personal leave:
- (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; or
 - (b) to care for a dependent or a member of their immediate family who requires care or support due to personal illness or injury or an unexpected emergency affecting the family member; or
 - (c) when compassionate grounds arise; or
 - (d) to provide support to a person who is experiencing family and domestic violence, in accordance with subclause 36.11.
- 31.5 Paid personal leave accrues on a daily basis according to an Employee's ordinary hours of work. Unused personal leave does not accrue from year to year.
- 31.6 A part-time Employee accrues paid personal leave on a pro-rata basis.
- 31.7 A casual Employee is entitled to 3 days of unpaid personal leave for each occasion on which compassionate grounds arise.
- 31.8 A full-time ongoing or fixed term Employee who has exhausted their paid personal leave entitlement will be entitled to further paid personal leave of 3 days per occasion on which compassionate grounds arise.

Notice and evidence requirements for personal leave

- 31.9 An Employee must give notice to the University of the Employee's intention to take personal leave. Such notice must:
- (a) be given to the University as soon as practicable, which may be after the leave has commenced; and
 - (b) advise the University of the period, or expected period, of the leave.
- 31.10 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 reason(s) specified. This evidence must be provided as soon as practicable and ordinarily within 5 working days of commencing the leave.
- 31.11 Other than in exceptional circumstances, an ongoing or fixed term Employee who fails to provide the required notice and evidence to the University will not be entitled to paid personal leave.

32. CULTURAL AND CEREMONIAL LEAVE FOR ABORIGINAL AND TORRES STRAIT ISLANDER PEOPLES EMPLOYEES

Entitlement

- 32.1 A full-time ongoing or fixed term Employee who has identified themselves to the University as an Aboriginal and Torres Strait Islander Peoples person is entitled to:
- (a) 5 days of paid leave; and
 - (b) 10 days of unpaid leave;
- per year of service to participate in and/or fulfil cultural and/or ceremonial obligations.
- 32.2 Cultural and ceremonial leave will be credited to the Employee upon commencement of their employment and thereafter on each anniversary of the Employee's commencement date. A part-time Employee or fixed term Employee engaged for less than 12 months will be credited such leave on a pro rata basis.
- 32.3 Unused cultural and ceremonial leave does not accumulate from year to year.

Notice and evidence requirements

- 32.4 An Employee must give notice to the University of their intention to take cultural and ceremonial leave. Such notice must:
- (a) be given to the University as soon as practicable; and
 - (b) advise the University of the period of the leave.
- 32.5 An Employee who has given the University notice of their intention to take cultural and ceremonial leave must provide evidence to the University that would satisfy a reasonable person that the leave is being taken for the reason specified. The Employee must provide this evidence as soon as practicable, and ordinarily within 5 days of commencing the leave.

Failure to comply with notice and evidence requirements

- 32.6 An Employee who fails to provide the appropriate notice and evidence to the University will not be eligible for cultural and ceremonial leave on that occasion. In such circumstances, the Employee may use another form of accrued leave or take leave without pay.

33. SICK LEAVE

- 33.1 With the exception of subclause 33.17(a), this clause does not apply to casual Employees.

Entitlement

- 33.2 A full-time Employee is entitled to 15 days of paid sick leave per year of service.
- 33.3 Sick leave accrues on a daily basis according to an Employee's ordinary hours of work. Part-time Employees accrue sick leave on a pro-rata basis.
- 33.4 Accrued but untaken sick leave will accrue from year to year.
- 33.5 The University will protect the privacy and maintain confidentiality of information given by an Employee under this clause.

Taking sick leave

- 33.6 An Employee is entitled to take sick leave if the Employee:
- (a) is unable to work because of personal illness or injury; or
 - (b) needs to attend a Medical Appointment during the Employee's ordinary hours of work (including for the purposes of receiving a vaccination); and
 - (c) is not receiving workers' compensation benefits in relation to the illness, injury, or attendance.
- 33.7 If an Employee has exhausted all paid sick leave entitlements, they may use their accrued annual leave or long service leave.

Notice requirements for sick leave

- 33.8 An Employee must give notice to the University of the Employee's intention to take sick leave. Such notice must:
- (a) be given to the University as soon as practicable, which may be after the leave has started but, where possible, before the Employee's expected commencement time on the day of sick leave; and
 - (b) advise the University of the period, or expected period, of the leave.

Evidence requirements – personal illness or injury

- 33.9 In respect of subclause 33.6(a), an Employee must provide the University with a medical certificate from a Registered Health Practitioner or pharmacist which states they are unfit for work:
- (a) for all periods of sick leave taken in their first 12 weeks of service; and
 - (b) when the Employee is absent for more than 3 consecutive working days.

The medical certificate must be provided as soon as practicable and ordinarily within 5 working days of commencing the period of leave.

Evidence requirements – Medical Appointments

- 33.10 In respect of subclause 33.6(b), an Employee must provide proof of attendance at a Medical Appointment as soon as practicable and ordinarily within 5 working days of attendance at the appointment.
- 33.11 Evidence of attendance at a Medical Appointment may include:
- (a) a medical certificate;
 - (b) a letter from the Registered Health Practitioner with whom the appointment took place;
 - (c) a receipt for medical services rendered; or
 - (d) where agreed by the University, a document containing the requirement for the Employee to attend a Medical Appointment(s) in the future.

Evidence requirements – absences on more than 5 occasions

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

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

for a total of more than 5 occasions of 1 day or more without providing appropriate evidence, the University may notify the Employee that they must produce appropriate evidence for all such absences for the next 12 months following the notification.

- 33.13 If the Employee does not:

- (a) comply with the request to provide evidence; or
- (b) nominate an alternative form of paid leave to cover the absence;

the University may notify the Employee that they will be placed on unpaid sick leave.

Unpaid sick leave

- 33.14 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.
- 33.15 The Employee must provide the University with a medical certificate which states they are unfit for work.
- 33.16 Periods of unpaid sick leave will count as service for all purposes.

Pandemic-related sick leave

- 33.17 In the event of the World Health Organisation declaring a pandemic:

- (a) a casual Employee will be entitled to 4 hours of paid leave (calculated by reference to Rate S prescribed by Schedule 2) to receive a pandemic-related vaccination; and
- (b) an ongoing or fixed term Employee will be entitled to up to an additional 15 days of paid pandemic-related sick leave if the Employee is unable to work, or attend their normal place of work due to:
 - (i) the infectious disease that is the subject of the declared pandemic; or
 - (ii) a Public Health Order, provided that an Employee will not be entitled to such leave if they are unable to attend their normal place of work due to a refusal, without reasonable grounds, to comply with any Public Health Order requirement to receive any pandemic-related vaccination(s).

33.18 If an Employee is fit for work but a Public Health Order prevents them from attending their normal place of work, the Employee's Supervisor will make all reasonable efforts to enable the Employee to work remotely for the duration of the Public Health Order.

33.19 If remote work arrangements are not practicable having regard to the Employee's duties and responsibilities, the Employee will be entitled to use their pandemic-related sick leave and accrued sick leave to the extent of the allocations available under this clause until the accrual is exhausted or the Public Health Order is lifted, whichever occurs first.

Notice requirements for pandemic-related sick leave where Employee is unable to work

33.20 An Employee who is unable to work due to a pandemic-related illness must give notice to the University of the Employee's intention to take pandemic-related sick leave. Such notice must:

- (a) Be given to the University as soon as practicable, which may be after the leave has started, but where possible, before the Employee's expected commencement time on the day of the pandemic-related sick leave; and
- (b) advise the University of the period, or expected period, of the leave.

Evidence requirements for pandemic-related sick leave

33.21 An Employee who takes any period of pandemic-related sick leave must provide the University with evidence that would satisfy a reasonable person that the leave is being taken for the reason specified. Such evidence may include, but is not limited to, a medical certificate from a Registered Health Practitioner or pharmacist confirming the Employee is unfit for work due to a pandemic-related illness, or correspondence from New South Wales Health confirming the Employee has contracted a pandemic-related illness.

33.22 The evidence referred to in subclause 33.21 must be provided as soon as practicable and ordinarily within 5 working days of commencing the period of leave.

34. PARENTAL LEAVE

34.1 Parental leave consists of:

- (a) an Employee's pregnancy and the subsequent birth of their child (**birth-related leave**);
- (b) the placement of a child with an Employee for adoption (**adoption-related leave**) if the child:
 - (i) is, or will be, under the age of 16 years as at the date or expected date of placement;

- (ii) has not, or will not have, lived continuously with the Employee for a period of 26 weeks or more as at the date or expected date of placement; and
- (iii) is not otherwise (other than because of the adoption) a child of the Employee or the Employee's spouse or de facto partner; or
- (c) the long-term placement of a foster child with an Employee (**foster placement-related leave**).

34.2 Partner leave entitlements relating to the birth or adoption of a child are contained in clause 35: *Partner Leave*.

Entitlement

34.3 An Employee (including a casual Employee) is entitled to up to 52 weeks of unpaid parental leave if they are, or will be, the primary carer of the child during the period of leave.

34.4 An Employee who is entitled to parental leave may also apply for:

- (a) additional unpaid parental leave up to a total period of 104 weeks, which the University will not unreasonably refuse. Such leave may be taken separate periods during the total period of leave; and/or
- (b) other forms of accrued leave.

34.5 Subject to subclauses 34.26 and 34.27, an ongoing or fixed-term full-time Employee who has or will have completed at least 52 weeks of Continuous Service immediately prior to commencing parental leave will be paid as follows:

Birth-related leave	Adoption-related leave	Foster placement-related leave
20 weeks (700 hours) at the Employee's Base Rate of Pay at the date of commencing leave (pro rata for part-time Employees)	20 weeks (700 hours) at the Employee's Base Rate of Pay at the date of commencing leave (pro rata for part-time Employees)	<p>If the child is younger than 5 years of age: 6 weeks (210 hours) at the Employee's Base Rate of Pay at the date of commencing leave (pro rata for part-time Employees)</p> <p>If the child is aged 5 years or more: 3 weeks (105 hours) at the Employee's Base Rate of Pay at the date of commencing leave (pro rata for part-time Employees)</p>

If an ongoing Employee or a fixed-term Employee on a contract with a term of at least 1 year has or will have completed less than 52 weeks of Continuous Service immediately prior to commencing parental leave, they will be entitled to paid leave on a pro-rata basis.

34.6 An Employee who is eligible for paid parental leave may elect to take the leave at half pay for up to 40 weeks.

34.7 An Employee who takes paid parental leave may elect to receive payment in lieu of the leave as a lump sum at the commencement of the leave.

34.8 If the contract of a fixed-term Employee on paid parental leave expires before the Employee has taken all the leave, the Employee will receive payment in lieu of the balance of their paid parental leave as a lump sum. This will not extend the term of the Employee's fixed-term contract.

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

Transfer to a safe job

34.10 A pregnant Employee may request a transfer to a safe job during the Employee's pregnancy in accordance with the Act.

Applying for parental leave

34.11 An Employee may commence parental leave at any time from 12 weeks prior to the expected date of birth or placement of the child, but no later than the date of birth or placement of the child.

34.12 The University may require a pregnant Employee to commence parental leave within 6 weeks before the expected date of birth in accordance with the Act if the Employee does not provide medical evidence stating the Employee is fit for work during this period. If the University imposes this requirement, the Employee may elect to take an alternative form of accrued leave, or sick leave without pay, up to the day before the date of birth of the Employee's child.

34.13 An Employee should apply for parental leave at least 4 weeks in advance. Any change to approved parental leave requires at least 4 weeks' written notice.

34.14 An Employee's entitlement to parental leave will not be affected if the Employee is unable to provide the required period of notice due to circumstances beyond the Employee's control.

34.15 An application for parental leave must be accompanied by evidence indicating the expected date of birth, adoption, or placement.

Returning to work after parental leave

34.16 An ongoing Employee who returns to work after parental leave is entitled to return to the position they held immediately before they went on leave, subject to the following:

- (a) if the Employee was transferred, at the Employee's request, to a different position, location or reduced hours because of the Employee's pregnancy, the Employee is entitled to return to the Employee's original position, location and/or original hours; and
- (b) if the Employee's position was discontinued or significantly changed while the Employee was on parental leave, the Employee will be entitled to return to a position at the same level on the same campus. If such a position is not available, the Employee will be entitled to the provisions of clause 47: *Redeployment and Redundancy*.

34.17 A fixed term Employee whose entire period of parental leave falls within the term of their contract is entitled to return to the position they held immediately before they proceeded on leave for the residual period of their contract.

34.18 A breastfeeding Employee returning to work after parental leave will be entitled to paid lactation breaks. The University will provide an Employee who is a breastfeeding parent with access to suitable nursing facilities.

34.19 The University will not deny future casual engagements to a casual Employee because they are pregnant or have been absent on parental leave.

Phased return to work

34.20 An Employee who takes paid parental leave will be entitled to a phased return to work if they return to work:

- (a) full-time, or on the same part-time arrangement as immediately prior to taking leave; and
- (b) within 52 weeks of commencing the leave.

34.21 Pursuant to phased return arrangements, a full-time Employee may be absent on pay for up to 1 day per week (or 20% of their ordinary hours) in the 40 weeks following their return to work (pro rata for a part-time Employee).

34.22 Before the Employee returns to work, the Employee and their Supervisor will agree on phased return arrangements that recognise the needs of the Employee and the work area.

Working reduced hours

34.23 An Employee who returns to work after parental leave may work reduced hours for up to 2 years from the date of commencement of the leave. The Employee may also apply for an additional defined period of reduced hours, which the University will not unreasonably refuse.

Periods of parental and partner leave for Employee couples

34.24 Where both parents are Employees of the University, the maximum total period of any form of parental and partner leave that may be accessed by the Employees is 104 weeks.

34.25 Any period of parental or partner leave taken by an Employee parent will be taken into account in assessing the other parent Employee's application for parental or partner leave.

Payment for subsequent periods of parental leave

34.26 An eligible Employee will be entitled to payment for a subsequent period of parental leave at the Employee's full-time Base Rate of Pay only if the Employee has been engaged on a full-time basis for at least 12 weeks immediately prior to commencing the subsequent period of leave. Phased return arrangements will not affect this entitlement.

34.27 If an eligible Employee is not entitled to payment for a subsequent period of parental leave at their full-time Base Rate of Pay in accordance with subclause 34.26, the rate of pay at which the subsequent period of leave is provided will be based on the average rate of pay received by the Employee in the 52 weeks immediately prior to commencing the subsequent period of leave.

Accrual of entitlements whilst on parental leave

34.28 Paid parental leave will count as service for all purposes, including incremental progression and accrual of paid entitlements.

34.29 If an Employee has completed less than 10 years of Continuous Service at the date of commencing unpaid parental leave, the period of unpaid leave:

- (a) will count as service for the purposes of incremental progression; and
- (b) will not count as service for the accrual of paid entitlements.

34.30 If an Employee has completed at least 10 years of Continuous Service at the date of commencing unpaid parental leave, the period of unpaid leave:

- (a) will count as service for all purposes if it is for a period of 26 weeks or less; and
- (b) will not count as service if it is for a period of more than 26 weeks, other than for the purposes of incremental progression.

34.31 Periods of unpaid parental leave do not break an Employee's continuity of service.

Superannuation contributions during unpaid parental leave

34.32 An ongoing or fixed term Employee will be entitled to employer superannuation contributions during a period of unpaid parental leave in accordance with clause 19: *Superannuation*.

35. PARTNER LEAVE

35.1 This clause should be read in conjunction with subclauses 34.24 and 34.25.

35.2 Partner leave is leave taken by an Employee in connection with their spouse or de facto partner's pregnancy, or the birth or adoption of their child as described in subclause 34.1(a) or (b).

35.3 A casual Employee, or an ongoing or fixed term Employee who is not eligible for paid partner leave in accordance with this clause, is entitled to unpaid partner leave in accordance with the Act.

35.4 Paid partner leave comprises:

- (a) non-primary carer partner leave; and
- (b) primary carer partner leave.

35.5 An Employee may only take one form of partner leave in respect of the birth or adoption of a child.

Eligibility for paid partner leave

35.6 Paid partner leave is available to an ongoing or fixed term Employee who:

- (a) is not eligible for parental leave in accordance with clause 34: *Parental Leave*; and
- (b) has completed, or will have completed, at least 52 weeks of Continuous Service as at the date or expected date of birth or adoption of the child.

Non-primary carer partner leave

35.7 Non-primary carer partner leave is available in circumstances where the Employee will not be the primary carer of the child during the period of the leave.

35.8 Non-primary carer partner leave may be taken at the same time as any leave taken by the primary carer of the child.

Entitlement

35.9 An eligible Employee is entitled to a total of 8 weeks of non-primary carer partner leave paid at their Base Rate of Pay, to be taken as follows:

- (a) 2 weeks' leave taken at the time of birth or adoption of the child; and

- (b) 6 weeks' leave taken in one block at any time within 52 weeks of the birth or adoption of the child.

Primary carer partner leave

- 35.10 Primary carer partner leave is available in circumstances where the Employee will be the primary carer of the child during the period of the leave.
- 35.11 Other than the leave referred to in subclause 35.11(a), primary carer partner leave may not be taken at the same time as any leave taken by the Employee's spouse or de facto partner.
- 35.12 An Employee will be considered as being the primary carer of the child if, during the period of the leave, the Employee's spouse or de facto partner is:
- (a) working on an ongoing, fixed term, casual, or contract basis and not on any form of paid or unpaid leave in relation to the child;
 - (b) enrolled with an officially recognised education provider and studying on a full-time basis; or
 - (c) otherwise unable to be the primary carer of the child.

Entitlement

- 35.13 An eligible Employee is entitled to a total of 20 weeks of primary carer partner leave paid at their Base Rate of Pay, to be taken as follows:
- (a) 2 weeks' leave taken at the time of birth or adoption of the child; and
 - (b) 18 weeks' leave taken in one block at any time within 52 weeks of the birth or adoption of the child, including immediately after any leave taken in accordance with subclause 35.13(a).

Applying for partner leave

- 35.14 An Employee should apply for partner leave at least 4 weeks in advance. Any change to approved partner leave requires at least 4 weeks' written notice.
- 35.15 An Employee's entitlement to partner leave will not be affected if the Employee is unable to provide the required period of notice due to circumstances beyond the Employee's control.
- 35.16 An application for partner leave must be accompanied by evidence indicating the expected date of birth or adoption. If an Employee is applying for primary carer partner leave, their application must also be accompanied by a statutory declaration from the Employee that they will be the primary carer of the child during the period of the leave.

Returning to work after a period of partner leave

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

36. MISCARRIAGE, STILLBIRTH, OR DEATH OF CHILD

Definitions

- 36.1 For the purposes of this clause:

- (a) **de facto partner** means the Employee's current or former de facto partner;
- (b) **miscarriage or miscarries** means the cessation of pregnancy by way of miscarriage up to 20 weeks' gestation;
- (c) **spouse** means the Employee's current or former spouse; and
- (d) a child is **stillborn** if the child:
 - (i) weighs at least 400 grams at delivery, or reached a period of gestation of at least 20 weeks; and
 - (ii) has not breathed since delivery; and
 - (iii) has not had a heartbeat since delivery.

Miscarriage leave

- 36.2 An ongoing or fixed term Employee is entitled to 5 days of paid miscarriage leave on each occasion that the Employee or their spouse or de facto partner miscarries. An Employee may also use their accrued sick leave or personal leave (as appropriate) if a longer period of leave is required.
- 36.3 A casual Employee is entitled to be absent from work without pay for 5 days on each occasion that the Employee or their spouse or de facto partner miscarries.
- 36.4 An Employee will be eligible for miscarriage leave from the first working day following the miscarriage and must take the leave in one continuous block.
- 36.5 An Employee must give the University notice of the Employee's intention to take miscarriage leave as soon as reasonably practicable, which may be after the leave has commenced. Such notice must advise:
 - (a) the period of leave being sought; and
 - (b) the Employee's anticipated date of return to work.

- 36.6 The University may require an Employee to provide medical evidence in support of an application for miscarriage leave.

Stillbirth or death of child

- 36.7 An Employee who is entitled to parental leave and whose child is stillborn or dies shortly after birth remains entitled to parental leave in accordance with clause 34: *Parental Leave*, subject to the provision of a medical certificate. If the Employee's child is stillborn before the expected date of birth, the Employee's entitlement to parental leave will be calculated based on the child's expected date of birth.
- 36.8 An Employee who is entitled to parental leave and whose child is stillborn or dies during the 24-month period starting on the child's date of birth may:
 - (a) before the period of leave starts, give the University written notice cancelling the Employee's parental leave; or
 - (b) if the period of parental leave has started, give the University at least 4 weeks' written notice that the Employee wishes to return to work on a specified day.

37. FAMILY AND DOMESTIC VIOLENCE LEAVE

- 37.1 The University will take steps to ensure information concerning any applications for leave or support made in accordance with this clause is treated confidentially, as far as it is reasonably practicable to do so. This does not, however, prevent the University from disclosing information provided by an Employee if the disclosure is required by Australian law or is necessary to protect the life, health, or safety of the Employee or another person.
- 37.2 The University will not take performance or disciplinary action against an Employee if the Employee's attendance and/or work performance is adversely affected by family and domestic violence.

Definitions and examples

- 37.3 For the purposes of this clause:

- (a) **family and domestic violence** means violent, threatening, or other abusive behaviour by a close relative or an immediate family member of an Employee that:
 - (i) seeks to coerce or control the Employee; and/or
 - (ii) causes the Employee or an immediate family member harm or to be fearful for their safety, or the safety of a member of their immediate family;
- (b) a **close relative** of an Employee is a person who is:
 - (i) a member of the Employee's immediate family;
 - (ii) related to the Employee according to Aboriginal or Torres Strait Islander kinship rules;
- (c) **immediate family** means:
 - (i) the Employee's spouse or former spouse;
 - (ii) the Employee's de facto spouse or former de facto spouse;
 - (iii) the Employee's current or former intimate partner;
 - (iv) a child or an adult child (including an adopted/foster child, a stepchild or an ex nuptial child), parent, parent-in-law, grandparent, grandchild, or sibling of the Employee or of the Employee's spouse; or
 - (v) a member of the Employee's household.

- 37.4 Examples of behaviour that may constitute family and domestic violence include, but are not limited to, one or more of the following:

- (a) physical or sexual assault, or other sexually abusive behaviour; or
- (b) stalking; or
- (c) coercive control; or
- (d) repeated derogatory taunts; or
- (e) intentionally damaging or destroying property, or threatening to do so; or

- (f) intentionally causing death or injury to an animal, or threatening to do so; or
- (g) unreasonably denying financial autonomy the Employee would otherwise have had; or
- (h) unreasonably withholding financial support when the Employee is entirely or predominantly dependent on the person for financial support; or
- (i) preventing the Employee from making or keeping connections with their family, friends, or culture; or
- (j) unlawfully depriving the Employee, or any member of the Employee's family, of their liberty.

Paid family and domestic violence leave

37.5 An Employee who is experiencing family and domestic violence is entitled to 20 days of paid domestic and family violence per year leave for the purpose(s) of:

- (a) attending legal proceedings, counselling, and/or appointments with a health or legal practitioner; and/or
- (b) making relocation or other safety arrangements; and/or
- (c) other activities associated with the experience of family and domestic violence.

This entitlement is available in full at the start of each 12-month period of an Employee's employment but does not accumulate from year to year.

37.6 An Employee may also apply for additional paid family and domestic violence leave.

37.7 Applications for paid domestic and family violence leave under subclauses 37.5 and 37.6 may be made to the Office of People on a confidential basis (including directly to the Chief People Officer). Any such requests will be determined by the Chief People Officer.

Additional support

37.8 The University is committed to providing support to Employees who are experiencing family and domestic violence. The types of support that may be provided will be determined on a case-by-case basis, but may include:

- (a) access to flexible working arrangements; and/or
- (b) counselling via the University's Employee Assistance Program; and/or
- (c) additional paid family and domestic and family violence leave in accordance with subclause 37.6.

Notice and evidentiary requirements

37.9 An Employee will give the University notice of their request to take family and domestic violence leave as soon as reasonably practicable.

37.10 If required by the University, an Employee must provide evidence that would satisfy a reasonable person that the leave is for the purpose(s) set out in subclause 37.5. Such evidence may include a document issued by the police service, a court, a doctor or health practitioner (including a medical

certificate), district nurse, maternal and child health care nurse, a family violence support service, a lawyer, or a statutory declaration.

Employee providing support to another person

- 37.11 An Employee who is supporting a person experiencing family and domestic violence, and who requires time off work for that purpose, may apply for leave without pay, personal leave under clause 31: *Personal Leave*, or witness leave under clause 38: *Jury Service and Witnesses*, as appropriate.

38. JURY SERVICE AND WITNESSES

- 38.1 This clause does not apply to casual Employees.

Jury service

- 38.2 If an Employee is required to attend jury service during their ordinary hours of work, they must:

- (a) notify the University as soon as possible of when they are required; and
- (b) provide the University with proof of their attendance.

- 38.3 Subject to compliance with subclause 38.2:

- (a) the University will continue to pay the Employee's Salary whilst the Employee is attending jury service; however
- (b) the Employee will be required to refund to the University any other payment they receive for attending jury service, other than any payments for meals, accommodation, and/or travelling.

Witnesses

- 38.4 If an Employee is called to give evidence as a witness during their ordinary hours of work, they must notify the University as soon as possible of their required absence from work.

- 38.5 Subject to compliance with subclause 38.4:

- (a) the University will continue to pay the Employee's Salary whilst the Employee is attending as a witness; however
- (b) the Employee will be required to refund to the University any other payment they receive for attending, other than any payments for meals, accommodation, and/or travelling.

- 38.6 An Employee who is required to give evidence as a witness on behalf of the University, or in proceedings relating to the University, will be regarded as being on duty and will not receive witness fees.

39. AUSTRALIAN DEFENCE FORCE RESERVES TRAINING LEAVE

- 39.1 This clause does not apply to casual Employees.

- 39.2 Employees who serve in the Australian Defence Force Reserves will be granted leave in each calendar year as follows:

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

- (b) up to 16 days on full pay for attendance at a school, class or course of instruction; and
- (c) up to 4 additional 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.

39.3 If an Employee requires additional leave for Defence Force Reserves purposes, the Employee may elect to take annual leave, long service leave, or leave without pay.

40. EMERGENCY SERVICES CALLOUT LEAVE

40.1 An Employee who is a member of a voluntary Emergency Services organisation that is an accredited organisation as defined by the *State Emergency and Rescue Management Act 1989 (NSW)* (as amended or replaced from time to time) 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)* (as amended or replaced from time to time).

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

40.3 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 an emergency situation.

40.4 Where practicable, an Employee should inform their Supervisor as soon as possible of their absence from work due to being called to attend an emergency under *the State Emergency Service Act 1989 (NSW)* (as amended or replaced from time to time).

41. LEAVE WITHOUT PAY

41.1 This clause does not apply to casual Employees.

41.2 An Employee who has completed at least 18 months of Continuous Service may apply for leave without pay. The University may waive this qualifying period in cases of pressing personal or domestic hardship.

41.3 The University will not unreasonably withhold its consent when considering an application for leave without pay.

41.4 The maximum period of leave without pay that may be approved is 12 months. The University may extend this for a further period of up to 12 months in special circumstances.

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

41.6 Leave without pay may not be granted if it will unduly disrupt the operations of the Employee's academic unit.

41.7 An Employee may apply for leave without pay for any purpose that is not specifically prohibited by this clause.

41.8 Subject to subclause 41.9, an Employee must not use leave without pay to explore employment opportunities outside the University and will be expected to return to work at the end of their leave.

41.9 An Employee may apply for leave without pay to undertake a position (whether as an employee or a volunteer) with an external organisation for a period of up to 12 months if:

- (a) the Employee has received an offer from the external organisation;

- (b) the position represents a professional development opportunity for the Employee; and
- (c) the position is related to the Employee's role at the University.

If an Employee takes leave without pay for this reason, the period of leave will not break the Employee's Continuous Service provided that the Employee returns to their employment with the University for a period of at least 12 months following conclusion of the leave.

- 41.10 An Employee must notify the University of any change in the circumstances for which leave without pay was granted, in which case the University may require the Employee to return to work by providing 4 weeks' written notice. The Employee will not, however, have an automatic right to return to work prior to the end of the agreed period of leave.
- 41.11 Subject to subclause 41.9, except for leave without pay for service with the Australian Defence Force Reserves:
- (a) leave without pay of more than 5 days does not count as service in calculating the length of an incremental period; and
 - (b) leave without pay of more than 5 days in any period of 12 months does not count as service for annual leave or sick leave entitlements.

42. SUPPORT FOR ORGAN DONORS

- 42.1 An Employee must notify their Supervisor as soon as possible of their intention to donate a kidney or partial liver and provide supporting medical documentation from their medical practitioner.
- 42.2 Where a medical practitioner confirms that the Employee is able to proceed with the donation surgery, the University will:
- (a) regard the Employee as being on authorised absence from duty during the period required to undergo and recover from surgery, for a period of up to 6 weeks; and
 - (b) make payments to the Employee equal to the difference between any payments received by the University from the Federal Government (under the Federal Government's Living Organ Donor Scheme) and the Employee's Base Salary, for a period of up to 6 weeks.

43. GENDER AFFIRMATION LEAVE

- 43.1 This clause does not apply to casual Employees.

Entitlement

- 43.2 A full-time Employee is entitled to up to 20 days of paid gender affirmation leave per annum for the purposes of taking steps to affirm their gender. The gender affirmation process may include:
- (a) social affirmation (for example, changing the Employee's pronouns and/or name);
 - (b) medical affirmation (for example, surgery and/or hormone therapy, attendance at medical and/or counselling appointments, and rest and recovery from medical procedures); and/or
 - (c) legal affirmation (for example, legally changing the Employee's name and/or gender marker on personal identification documents such as the Employee's passport, birth certificate, driver licence, and banking documentation).

- 43.3 A part-time Employee is entitled to paid gender affirmation leave on a pro rata basis.
- 43.4 Unused gender affirmation leave does not accrue from year to year.
- 43.5 The University will protect the privacy and maintain confidentiality of information given by an Employee under this clause.

Taking gender affirmation leave

- 43.6 An Employee may take gender affirmation leave in one block or in lesser periods as required.
- 43.7 If an Employee has exhausted their paid gender affirmation leave entitlement and they require additional leave to complete social or legal affirmation processes, they may use their accrued annual or long service leave, or a period of leave without pay as agreed with their Supervisor.
- 43.8 If an Employee has exhausted their paid gender affirmation leave entitlement and they require additional leave to complete medical affirmation, they may take paid sick leave or sick leave without pay in accordance with clause 33: *Sick Leave* to the extent of the entitlement available at the time the leave is required.
- 43.9 Periods of paid gender affirmation leave will count as service for all purposes.

Notice and evidence requirements for gender affirmation leave

- 43.10 An Employee must give notice to the University of the Employee's intention to take gender affirmation leave as soon as practicable. Such notice must:
- (a) advise the University of the period of leave proposed to be taken; and
 - (b) be accompanied by evidence that would satisfy a reasonable person that the leave is being taken for gender affirmation purposes. Such evidence may include a medical certificate or letter from the Employee's Registered Health Practitioner or statutory declaration by the Employee.
- 43.11 Any application for leave without pay or sick leave without pay pursuant to subclauses 43.8 or 43.9 must also be accompanied by the evidence referred to in subclause 43.11(b).

44. PUBLIC HOLIDAYS

- 44.1 This clause does not apply to casual Employees.

- 44.2 Employee are entitled to the following paid Public Holidays:

New Year's Day	Australia Day
Good Friday	Easter Saturday
Easter Sunday	Easter Monday
Anzac Day	Queen's Birthday (or equivalent)
Labour Day	Christmas Day
Boxing Day	A day between Christmas Day and New Year's Day in lieu of the Bank Holiday

Any other holidays declared or prescribed by,
or under, a law of a State or Territory in which
this Agreement operates

PART I – MANAGING CHANGE

45. JOB SECURITY

- 45.1 Job security is important for the University to function effectively and achieve its strategic goals.
- 45.2 The University recognises the value of attracting, developing, and retaining high quality staff on merit, and on an ongoing basis. It is not the University's intention to use casual employment to fill positions that could otherwise reasonably be filled on an ongoing or fixed term basis.
- 45.3 Over the nominal term of this Agreement, the University will seek to:
- (a) minimise retrenchments where possible; and
 - (b) not increase casual employment at the expense of ongoing employment.
- 45.4 The University will advertise all level A positions internally in the first instance. A casual Employee will be eligible to apply for such a position if they have been employed by the University for at least 2 teaching sessions in the 24 months prior to the position being advertised.

46. ORGANISATIONAL CHANGE

- 46.1 During the nominal term of this Agreement and subject to any exceptional circumstances that may arise (including substantial adverse changes in Government funding or major negative economic disruption), an Employee will not be subject to more than one organisational change process that may result in the termination of the Employee's employment on the ground of redundancy. This limitation will not apply to any form of voluntary separation, including calls for expressions of interest in voluntary redundancy.

Definitions

- 46.2 For the purposes of this clause:
- (a) **consultation** means:
 - (i) the sharing of relevant information, including the nature of the proposed change and its impact on directly affected Employees, with directly affected Employees, the Union, and any appointed Representatives;
 - (ii) directly affected Employees, the Unions, and any appointed Representatives being given the opportunity to express their views and contribute in a timely fashion; and
 - (iii) the views of directly affected Employees, the Union, and any appointed Representatives being valued and taken into account by the University;
 - (b) Employees are **directly affected** if proposed organisational change is likely to have a significant impact on their work practices, working conditions, job security, and/or employment prospects;

- (c) **minor change** is organisational change that does not fall within the definition of significant organisational change;
- (d) **outsourcing** means replacing or replicating the work specifically and directly performed by an Employee at the time outsourcing is proposed with a contract for service or work by an organisation (including a controlled entity) or someone who is not an Employee; and
- (e) **significant organisational change** may include the following outcomes:
 - (i) termination of employment (including redundancy);
 - (ii) changes to the composition or size of the workforce;
 - (iii) closure of a University academic unit(s);
 - (iv) introduction of significant technological change;
 - (v) changes to course or unit offerings which change the staffing profile required to teach and/or support the delivery of the course or unit or will significantly impact upon the workload of Employees;
 - (vi) significant changes to work practices, core duties and times and/or hours of operation of directly affected Employees' academic units;
 - (vii) relocating directly affected Employees to another campus; and/or
 - (viii) a significant reduction in employment or significant adverse impact on employment opportunities (including redeployment).

Representation

- 46.3 A directly affected Employee may choose to seek the advice, representation and support of their Union during consultation, or appoint a Representative to assist them for the purposes of this clause.

Consultation on proposed organisational change

- 46.4 Effective organisational change requires genuine consultation. To achieve this, the University will consult with all Employees who may be directly affected by proposed significant organisational change, including Employees on leave or secondment.
- 46.5 The process of academic planning, including decisions on the academic offerings of the University, do not require consultation under this clause, unless a decision made as part of academic planning leads to a proposal for significant organisational change.

Minor change

- 46.6 Minor change will be addressed at the local level through discussion with directly affected Employees and, if appropriate, the academic unit.
- 46.7 In cases of proposed minor change, the formal change process will not apply if:
- (a) all directly affected Employees in the relevant academic unit have been involved in discussion and consideration of the change; and
 - (b) all of those Employees agree with the proposed minor change.

- 46.8 If directly affected Employees advise the University, either directly or through their Union or appointed Representative that they do not agree with the proposed minor change, the formal change process will apply.

Discussions before a change proposal is developed

- 46.9 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 academic unit prior to the development and release of a formal change proposal.

Outsourcing

- 46.10 A proposal for outsourcing will not be justified primarily on the basis that an outside service provider has lower rates of pay than the University.
- 46.11 If outsourcing is proposed, the University will make an issues paper available to directly affected Employees prior to the release of a formal change proposal that includes the provision of evidence to support the case for outsourcing.
- 46.12 The University will also report to the Implementation Committee about any outsourcing proposal and will forward any organisational change proposal involving outsourcing to the Implementation Committee at the time the proposal is released to Employees.

Developing a change proposal

- 46.13 The University will develop a written change proposal covering the following issues if significant organisational change is proposed:
- (a) type and nature of the proposed change;
 - (b) reason(s) for the proposed change, including any financial reason(s);
 - (c) current staffing profile and/or current location;
 - (d) proposed staffing profile and location changes;
 - (e) impact on Employees and their work in the affected academic unit, including:
 - (i) any increases to workloads; and
 - (ii) proposals to mitigate the effect of any increases to workloads, including the redistribution of any remaining work from a position(s) proposed to be disestablished;
 - (f) suggestions for mitigating any negative consequences for directly affected Employees;
 - (g) evidence to support any case for outsourcing;
 - (h) any impact on Employees in another academic unit;
 - (i) any health and safety implications;
 - (j) any equity implications;
 - (k) financial impact;

- (l) a proposed implementation plan, including indicative timeframes and any transitional arrangements; and
- (m) details of the post-restructure review to be conducted under subclause 46.35 or where the University has determined that such a review would not be appropriate, the reasons for that determination.

The consultation process

- 46.14 A change proposal will be sent to all directly affected Employees, the Union, and any appointed Representatives, including any Employees on leave or secondment, allowing at least 10 working days for feedback.
- 46.15 As soon as practicable after the release of a change proposal, the University will consult with all directly affected Employees, the Union, and any appointed Representatives. Where practicable, consultation will take the form of face-to-face meetings.
- 46.16 During the consultation process, an Employee whose position is proposed to be discontinued may:
- (a) suggest measures to mitigate any negative consequences for the Employee if the change proposal is approved for implementation; or
 - (b) make a direct submission to the Employment Executive Member about the proposed discontinuation of their position. The Employment Executive Member will consider the Employee's submission and advise the Employee of their determination within 7 days.
- 46.17 Following consultation and taking into account feedback from directly affected Employees, the Union, and any appointed Representatives, the University will finalise the change proposal.
- 46.18 Where any work remaining from a disestablished position(s) cannot be accommodated within the available workload(s) of remaining ongoing and fixed term Employees, the position(s) will not be disestablished.

Distribution of final change plan

- 46.19 The University will distribute the approved final change plan, together with a Management Response document, to all directly affected Employees, the Union, and any appointed Representatives before implementing the plan.
- 46.20 The final change plan will also:
- (a) include responses to all concerns and/or issues raised by Employees, the Union, and any appointed Representatives; and
 - (b) confirm the manner in which any work remaining from a disestablished position(s) will be redistributed, provided that any such work must be accommodated within the ordinary hours of remaining ongoing and fixed term Employees and any applicable workload limits prescribed by clause 23: *Academic Workloads*.

Implementation of final change plan

- 46.21 The University will consult with directly affected Employees, the Union, and any appointed Representatives about the process of implementing the change plan, including any measures that could be taken to mitigate any negative consequences for directly affected Employees.

- 46.22 The University will use retrenchment as a last resort. When retrenchment occurs, the University will make available career transition services to an agreed service level upon request by an affected ongoing Employee.

Relocation

- 46.23 If organisational change results in an ongoing or fixed term Employee being relocated to a different campus and this would result in an unreasonable increase in the Employee's travel time or, costs, or unreasonably impact on the Employee's family or carer's responsibilities, the University will, if practicable, consider the following relocation options:

- (a) voluntary swap with another Employee in a similar position at a different location;
- (b) flexible work practices, such as working at the new location for an agreed number of days per week;
- (c) working in the new location for a trial period;
- (d) working remotely for a trial period;
- (e) a combination of working in the new location and remotely for a trial period; or
- (f) any other options suggested by the Employee, their Union or Representative, and the University.

- 46.24 Relocation options, other than a voluntary position swap, will be reviewed after 12 weeks and either confirmed or, if the option proves unworkable or the relocation remains unreasonable for the Employee, the Employee will then become displaced and clause 46: *Redeployment and Redundancy* will apply.

Restructuring

- 46.25 If an academic unit is restructured, and:

- (a) there are the same or fewer directly affected ongoing Employees as there are substantially the same positions in the new structure; and
- (b) a position that is substantially the same as that previously held by a directly affected Employee exists in the new structure;

that Employee will be entitled to continue their employment with the University in that position.

- 46.26 If an academic 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 voluntary redundancy from directly affected ongoing Employees.

- 46.27 Within 20 working days of receiving an expression of interest in voluntary redundancy from an Employee, the University will advise the Employee in writing as to whether the Employee will be offered voluntary redundancy. If voluntary redundancy is offered to an Employee, then the redundancy provisions prescribed by clause 47: *Redeployment and Redundancy* will apply.

- 46.28 If after calling for expressions of interest in voluntary redundancy, there remain more directly affected ongoing Employees than there are substantially the same positions in the new structure, the University will place the remaining affected Employees into the positions using a merit-based selection process.

46.29 A directly affected ongoing Employee who is not placed in the new structure will become an **eligible Employee**.

46.30 The University may place an eligible Employee in a new or vacant position in the new structure if:

- (a) the position is suitable; and
- (b) the eligible Employee agrees to the placement, such agreement will not be unreasonably withheld.

46.31 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.

46.32 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.

46.33 If there are 2 or more eligible Employees being considered for placement in a suitable new or vacant position in the new structure, placement will be determined using a merit-based selection process.

46.34 An eligible Employee who is not placed will become a displaced employee and clause 47: *Redeployment and Redundancy* will apply.

Post-restructure review

46.35 Within 12 months of the final change plan being released, the University will conduct a review of the implemented change as against the rationale and expected outcomes detailed in the change plan, including any persistent increase to workloads that affected Employees believe is a result of the change. As part of the review, the University will:

- (a) provide Employees in the relevant academic unit (whether directly affected by the implemented change or otherwise), the Union, and any appointed Representatives with an opportunity to comment on any persistent increase to workloads that affected Employees believe is a result of the change, including any increase resulting from the redistribution of work previously undertaken by a disestablished position(s);
- (b) assess whether, as a result of the change, the work of disestablished position(s) has been accommodated within the available workloads of remaining ongoing and fixed term Employees; and
- (c) where work remaining from a disestablished position(s) has not been successfully accommodated within the available workloads of remaining ongoing and fixed term Employees, the University will outline a proposal to remedy work intensification, including the creation of new position(s).

46.36 The University will:

- (a) provide a copy of the draft post-restructure review report to directly affected Employees, the Union, and any appointed Representatives for their comment; and
- (b) incorporate any feedback received from directly affected Employees, the Union, and any appointed Representatives into the final report.

47. REDEPLOYMENT AND REDUNDANCY

47.1 This clause does not apply to casual or fixed term Employees.

Displaced Employees

47.2 Organisational change may result in an ongoing Employee being displaced because the University no longer requires the Employee's job to be performed by anyone due to its permanent abolition, or permanent abolition of University operations (such as the discontinuation of a teaching program or closure of a campus), in which case the procedures set out in this clause will apply.

47.3 The University will:

- (a) advise an Employee in writing if they are displaced;
- (b) identify the grounds on which the University determined the Employee's job is no longer required to be performed by anyone;
- (c) discuss with a displaced Employee their options regarding redeployment or redundancy; and
- (d) pro-actively case manage and consult with the displaced Employee.

47.4 The University will provide displaced Employees with calculations of their estimated redundancy entitlements including taxation, and annual and long service leave entitlements.

Support for displaced Employees

47.5 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; and/or
- (c) job search and career transition management services, which may include relevant and specifically targeted short-term training programs.

Consideration period

47.6 The University will give a displaced Employee 10 working days to:

- (a) elect in writing to be considered for redeployment; or
- (b) express an interest in voluntary redundancy.

47.7 If a displaced Employee does not make an election within the required timeframe, and there are no positions into which the Employee could be redeployed, the University will immediately commence the redeployment period in relation to the Employee in accordance with subclause 47.11.

47.8 If an Employee is on secondment at the time their substantive position is discontinued, and:

- (a) the secondment has more than 26 weeks remaining, the Employee will be required to make an election under subclause 47.7 at the time their substantive position is discontinued. The Employee may elect:

- (i) redundancy, which will then take effect in accordance with subclause 47.23; or
 - (ii) redeployment, in which case the redeployment period will commence from the date of election in accordance with subclause 47.11; or
- (b) the secondment has less than 26 weeks remaining, the requirement to make an election under subclause 47.7 will be deferred until the conclusion of the secondment (excluding any extensions).

Redeployment

47.9 The University acknowledges that redeployment assists the University to retain the skills, knowledge, and experience of Employees whose employment with the University might otherwise cease on the ground of redundancy.

47.10 If a displaced Employee elects redeployment, their election must include a curriculum vitae to assist in the redeployment process.

47.11 Subject to subclause 47.12, the University will try to identify a suitable position for redeployment for 12 weeks from the date on which a displaced employee elects redeployment (**redeployment period**). The University may agree to a longer or shorter redeployment period if requested by the Employee.

47.12 A displaced Employee who elects redeployment and who:

- (a) is displaced through a decision by the University to outsource the Employee's work; and
- (b) is aged 45 years or over, or has more than 15 years of Continuous Service with the University;

will be entitled to an additional 4-week redeployment period, unless the Employee elects to be paid in lieu of this additional period.

47.13 During the redeployment period, a displaced Employee:

- (a) may continue to work in their own academic unit, and/or work temporarily in another academic unit, and/or undertake training; and
- (b) will be given reasonable paid time off work to attend job interviews or undertake other job search activities.

47.14 The redeployment process will be proactively managed by the relevant Change Manager in conjunction with the Senior HR Partner responsible for the displaced Employee's work unit (**redeployment team**).

47.15 If a displaced Employee elects redeployment:

- (a) the redeployment team will proactively identify suitable vacant positions for redeployment based on the Employee's skills, qualifications, experience, and any reasonable retraining that may be provided to the Employee to enable them to perform the duties of a vacant position,
- (b) the Employee must agree to undertake any reasonable retraining that may be required by the University to enable the Employee to be redeployed to a suitable vacant position.
- (c) the University will keep a register of displaced Employees and the redeployment team will examine all vacant positions before advertising to determine whether there is a

displaced Employee suitable for redeployment. A position will only be advertised (whether internally or externally) if, in the opinion of the redeployment team, there is no displaced Employee who could be redeployed into the position, including with reasonable retraining; and

- (d) if a suitable vacant position is available, the Employee will be offered appointment to the position, provided that if more than one displaced Employee is being considered for a position, the redeployment team will:
 - (i) decide which Employee best meets the position requirements based on their skills, qualifications, and experience; and
 - (ii) provide the unsuccessful Employee(s) with written reasons as to why they were not offered appointment to the position.

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

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

Offers of redeployment

47.18 A displaced Employee who elects redeployment must not refuse a reasonable offer of redeployment or training, however this does not mean the Employee will be required to accept redeployment to a position at a lower salary level or at reduced hours.

47.19 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.

47.20 If the University is unable to redeploy a displaced Employee within the redeployment period, the Employee's position will be made redundant, and they will be entitled to the payment prescribed by subclause 47.26.

Calculating continuous service

47.21 For the purposes of calculating an Employee's redundancy or retrenchment entitlements under this clause, where an Employee has a combination of full-time and part-time service, the Employee's part-time service will be converted to the full-time equivalent and payment made at the Employee's full-time Base Rate of Pay.

Redundancy

47.22 If a displaced Employee elects redundancy, they should seek independent advice on taxation and superannuation.

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

- (a) a notice payment equal to 20 weeks at the Employee's Base Rate of Pay; and
- (b) payment equal to 3 weeks at the Employee's Base Rate of Pay for each completed year of Continuous Service, up to a maximum of 60 weeks; or
- (c) where the Employee is displaced as a result of outsourcing, payment equal to 4 weeks at the Employee's Base Rate of Pay for each completed year of Continuous Service, up to a maximum of 60 weeks.

47.24 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.

Retrenchment

47.25 A displaced Employee who has elected redeployment will not be retrenched if there is a body of work being performed by a casual Employee(s) that could be reallocated to the displaced Employee as an ongoing full-time or part-time workload, provided that the displaced Employee:

- (a) must be suitably qualified and have the capacity to perform the work; and/or
- (b) could be retrained within a reasonable period of time to perform the work.

47.26 If at the end of the redeployment period a displaced Employee is not redeployed, the Employee will be retrenched and entitled to:

- (a) payment equal to 20 weeks minus the length of the redeployment period at the Employee's Base Rate of Pay; and
- (b) payment equal to 3 weeks at the Employee's Base Rate of Pay for each completed year of Continuous Service, up to a maximum of 60 weeks.

47.27 If a retrenched Employee is displaced as a result of outsourcing, they will be entitled to:

- (a) payment equal to 8 weeks at the Employee's Base Rate of Pay. This payment will be increased to 10 weeks at their Base Rate of Pay if the Employee is aged 45 years or older, or has more than 15 years of Continuous Service; and
- (b) payment equal to 4 weeks at the Employee's Base Rate of Pay for each completed year of Continuous Service, up to a maximum of 60 weeks.

Funding for retraining, redeployment, redundancy, and retrenchment

47.28 Retraining, redeployment, redundancy, and retrenchment will be funded from a central University fund or provisioning provided for by the relevant Division, academic unit, or Centre budget.

PART J – ILL HEALTH OR INJURY

48. MANAGING ILL HEALTH OR INJURY

Application

48.1 This clause does not apply to:

- (a) casual Employees;
- (b) an Employee who is receiving an ill-health retirement or temporary disability benefit from their superannuation fund;
- (c) an Employee who is receiving workers compensation benefits, unless the Employee has been assessed by the University's workers compensation insurer as being permanently unfit to return to work at the University in any capacity; or
- (d) an Employee who is on paid sick leave.

- 48.2 The University is committed to retaining its Employees and will make reasonable adjustments to accommodate an Employee's illness or injury to assist them to perform the inherent requirements of their role. Where reasonable adjustments cannot be made, or are not successful, the University may act upon the process in this clause.
- 48.3 This clause does not prevent an Employee from applying to their superannuation fund for ill-health retirement or a temporary disability benefit. If an Employee makes such an application and it is supported by the University, the process prescribed by this clause will be placed on hold pending the outcome of the application.
- 48.4 An Employee who is required to undergo the process prescribed by this clause may be placed on sick leave or elect to use some other form of accrued leave pending conclusion of the process.
- 48.5 This clause does not prevent the University from taking any action it considers necessary to meet its obligations under applicable work health and safety legislation.
- 48.6 The University will maintain confidentiality regarding the process prescribed by this clause.

Medical examination

- 48.7 Subject to subclause 48.2, the University may require an Employee to undergo a medical examination by an independent medical practitioner or specialist nominated by the University, and at the University's expense, if the Chief People Officer (or their nominee) reasonably considers that:
- (a) the Employee's ability to perform or resume their duties is in doubt because of the Employee's illness or injury, and it is unclear whether the Employee will be able to perform or resume those duties within a reasonable period of time; or
 - (b) the health, safety, or welfare of the Employee and/or other Employees and/or students may be at risk of being adversely affected by the Employee's illness or injury.
- 48.8 The University will provide the Employee with at least 2 weeks' written notice of the requirement to undergo a 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 examination as soon as reasonably practicable. The Employee may also agree to a shorter notice period.
- 48.9 The University will provide the Employee with a copy of the referral document sent to the medical practitioner or specialist. The Employee may also provide medical information to the practitioner or specialist prior to the medical examination.

Medical Report

- 48.10 Following the medical examination, the medical practitioner or specialist will provide a written report to the University (**Medical Report**) advising:
- (a) whether the Employee is able to perform their duties, or is likely to be able to resume the duties within 12 months; and
 - (b) if applicable, whether the Employee requires or will require any adjustments to perform or resume their duties, and the nature of any such adjustments; and/or
 - (c) if applicable, whether the Employee presents a risk of the health, safety, or welfare of the Employee and/or other Employees and/or students and, if so, whether the risk is likely to persist for more than 12 months.
- 48.11 The University will provide a copy of the Medical Report to the Employee.

48.12 If the Medical Report provides that the Employee:

- (a) is fit to perform their duties, or will be fit to resume the duties within 12 months; and/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;

the University will use the 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, including any reasonable adjustments that may be made.

48.13 If the Medical Report provides that the Employee:

- (a) is not fit to perform the Employee's duties, and is unlikely to be fit to resume the duties within 12 months; 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 more than 12 months;

the University may notify the Employee that it intends to terminate their employment. If the Employee is so advised, they will have 5 working days to request a second medical examination by an alternative medical practitioner or specialist.

48.14 If the Employee:

- (a) elects to not attend a second medical examination; or
- (b) fails to make an election within the required timeframe;

the University will terminate their employment 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.

Second medical examination

48.15 If the Employee elects to attend a second medical examination, the University will provide the Employee with the names of 2 independent medical practitioners or specialists from which to choose. The University will bear the cost of the examination and provide the Employee with at least 1 weeks' written notice to attend the examination.

48.16 The University will:

- (a) request the medical practitioner or specialist to advise on the matters referred to in subclause 48.10; and
- (b) 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.

Second Medical Report

48.17 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**).

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

48.19 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 second 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.

48.20 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

48.21 If an Employee refuses or fails without reasonable cause to attend a medical examination under this clause, the Employee will be given 5 working days to show cause as to why their employment should not be terminated.

48.22 If the Employee fails to show reasonable cause, the University may terminate their employment effective immediately with payment in lieu of 4 weeks' notice (which will be increased to 5 weeks if, at the time notice of termination is given, the Employee is aged over 45 years and has completed 2 years of Continuous Service).

48.23 An Employee's refusal or failure to attend a medical examination under this clause will not constitute Misconduct or Serious Misconduct.

Option to resign

48.24 The University may provide the Employee with an option to resign prior to effecting termination of employment under this clause. Any resignation must take effect within 4 weeks of the University giving notice of termination.

PART K – PERFORMANCE MANAGEMENT

49. UNSATISFACTORY PERFORMANCE

49.1 This clause does not apply to:

- (a) casual Employees;
- (b) Employees serving a probationary period; or
- (c) Employees serving a confirmation period under clause 16: *Academic Decasualisation*.

49.2 This clause will apply to any unsatisfactory performance process that is initiated on or after the date of commencement of this Agreement. If an Employee is subject to an unsatisfactory performance process under clause 43 of the *Western Sydney University Academic Staff Agreement 2017* at the date of commencement of this Agreement, that process will continue to apply.

General

49.3 Unsatisfactory performance occurs when an Employee has, over a reasonable period of time, failed to meet the standard of performance expected for the Employee's position having regard to the Employee's level and duties, and any mitigating factors.

49.4 If a matter involving unsatisfactory performance has been dealt with under clause 50: *Misconduct or Serious Misconduct*, this clause will not apply.

49.5 An Employee may choose to be accompanied by a support person or Representative, including an official of the Union, at any stage of a process prescribed by this clause.

49.6 A Supervisor must keep a written record of all meetings held with an Employee regarding the Employee's unsatisfactory performance.

49.7 Disciplinary action should be used as a last resort.

Counselling and guidance

49.8 If an Employee's Supervisor has concerns about the Employee's performance, the Supervisor will meet with the Employee to discuss:

- (a) the Supervisor's concerns regarding the Employee's performance;
- (b) the nature of the improvement required (this may include directing the Employee to undertake appropriate training);
- (c) the time within which reasonable improvement is expected; and
- (d) the Employee's response, if any, to the Supervisor's concerns (including any mitigating factors).

49.9 When holding counselling and guidance discussions under subclause 49.8, the Supervisor must:

- (a) advise the Employee that the discussions are being held under this clause;
- (b) provide the Employee with a copy of this clause and explain the consequences of continued unsatisfactory performance; and

- (c) keep a written record of any discussions and provide a copy to the Employee.

Performance Improvement Plan

- 49.10 If the Employee's performance remains unsatisfactory after counselling and guidance, the Employee's Supervisor may put formal measures in place to assist the Employee to improve their performance.
- 49.11 The Supervisor and the Employee will agree upon a written Performance Improvement Plan (PIP), which sets out:
- (a) details of previous discussions between the Supervisor and the Employee regarding the Employee's unsatisfactory performance;
 - (b) the nature of the Employee's unsatisfactory performance;
 - (c) the specific areas that require improvement;
 - (d) the specific performance standard that is expected and how improvement will be measured;
 - (e) any support to be provided to assist the Employee to reach the specific performance standard;
 - (f) the length of the review period, which will provide a reasonable opportunity for the specific performance standard to be met;
 - (g) the dates on which the Employee and the Supervisor will meet to discuss the PIP; and
 - (h) the consequences of continued unsatisfactory performance.
- 49.12 If the Employee disagrees with the content of the PIP, they may request that the head of the Employee's work unit determine whether the specific performance standard expected is reasonable. If there is a conflict of interest, the matter may be referred to the Chief People Officer (or their nominee).
- 49.13 If the Employee refuses to participate in the PIP process, the Supervisor may issue a lawful and reasonable direction to the Employee to participate in the process.

Review of Performance Improvement Plan

- 49.14 If, after the review period identified in the PIP, the Supervisor is of the view that:
- (a) the Employee's performance has satisfactorily improved, the Supervisor will advise the Employee in writing and the process will conclude; or
 - (b) the Employee has exhibited a reasonable level of improvement towards reaching the specific performance standards identified in the PIP, the Supervisor may extend the review period by a maximum of 14 weeks; or
 - (c) the Employee has not reached the specific performance standards identified in the PIP, the Supervisor will refer the matter to the nominated Employment Executive Member.

Referral to Employment Executive Member

- 49.15 If the Supervisor makes a referral under subclause 49.14(c), they must provide a written report to the Employment Executive Member setting out the reasons for the referral, including all documentation relating to the Employee's unsatisfactory performance.
- 49.16 Following a review of the matter, the Employment Executive Member may:
- (a) refer the matter back to the Supervisor to take action to remedy any procedural deficiency identified by the Employment Executive Member;
 - (b) extend the review period identified in the PIP, in which case the matter will be referred back to the Employee's Supervisor;
 - (c) determine that disciplinary action should be imposed, which may include, but is not limited to, demotion or the removal of duties and/or responsibilities for which the Employee is paid an allowance;
 - (d) determine that no further action should be taken, in which case the process will conclude; or
 - (e) determine that a recommendation should be made to the Vice-Chancellor and President that the Employee's employment be terminated for unsatisfactory performance.
- 49.17 If the Employment Executive Member determines that a recommendation under subclause 49.16(e) should be made, the Member will:
- (a) notify the Employee accordingly in writing; and
 - (b) advise the Employee that they may request a review of the unsatisfactory performance process by an Unsatisfactory Performance Review Committee (**Review Committee**).
- 49.18 If the Employee:
- (a) does not request that the matter be referred to a Review Committee, the Employment Executive Member will proceed with making the recommendation to the Vice-Chancellor and President under subclause 49.16(e); or
 - (b) requests that the matter be referred to a Review Committee, the Employment Executive Member will refer the matter accordingly.

Determination by Vice-Chancellor and President where no referral to Review Committee

- 49.19 If the Employment Executive Member proceeds with referring their recommendation to the Vice-Chancellor and President in accordance with subclause 49.18(a), the Vice-Chancellor and President may determine that:
- (a) an alternative form of disciplinary action should be imposed. This may include, but is not limited to, the removal of duties and/or responsibilities for which the Employee is paid an allowance, or demotion; or
 - (b) the Employee's employment be terminated for unsatisfactory performance, in which case the Employee will be give 5 working days to show cause as to why termination should not occur.
- 49.20 The Vice-Chancellor and President will consider the Employee's response (if any) to the show cause letter and either:

- (a) impose disciplinary action; or
- (b) terminate the Employee's employment for unsatisfactory performance by providing the notice in accordance with subclause 49.26.

Unsatisfactory Performance Review Committee

49.21 If a matter is referred to a Review Committee in accordance with subclause 49.18(b) the Committee will, where possible, be convened within 15 working days and comprise:

- (a) an Employee nominated by the University;
- (b) an Employee nominated by the staff representatives on the Implementation Committee, selected from a pool of trained Employees created via an expression of interest process conducted by the Implementation Committee; and
- (c) an independent Chair selected by the Vice-Chancellor and President from a pool agreed between the University and the Unions. Chairs will have relevant experience and be independent.

49.22 The Review Committee will provide a written report to the Vice-Chancellor and President regarding whether the unsatisfactory performance process has been followed (**Committee Report**).

49.23 The Review Committee will:

- (a) allow the Employee and the University the opportunity to be assisted by their respective Representatives;
- (b) provide the Employee with an opportunity to be interviewed;
- (c) interview any person to establish whether the unsatisfactory performance process has been followed;
- (d) conduct all interviews in the Employee's presence or, where requested, the presence of the Employee's Representative and the University's Representative;
- (e) conduct its proceedings as expeditiously and confidentially as possible, consistent with the need for fairness;
- (f) provide the Employee or their Representative, and the University or its Representative, the right to ask questions of interviewees and make submissions; and
- (g) keep a record of its proceedings.

49.24 The Review Committee will issue the Committee Report as soon as possible following conclusion of its proceedings, and the Employee will be given 5 working days to respond to the report.

49.25 The Committee Report and the Employee's response (if any) will then be provided to the Vice-Chancellor and President for consideration, following which the Vice-Chancellor and President may:

- (a) take no further action, in which case the Employee will be advised accordingly in writing and the advice may, with the Employee's agreement, be published in an appropriate manner; or

- (b) take action to remedy any procedural deficiency identified in the Committee Report; or
- (c) formally terminate the Employee's employment for unsatisfactory performance.

Notice of termination of employment

49.26 If the Employee's employment is terminated for unsatisfactory performance, the Employee will receive the following notice of termination or payment in lieu:

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

or such greater notice as is prescribed by the Employee's contract of employment. An Employee who is over 45 years of age and has completed at least 2 years of Continuous Service at the time notice is given will receive an additional 1 weeks' notice or payment in lieu.

PART L – DISCIPLINARY PROCEDURES

50. MISCONDUCT OR SERIOUS MISCONDUCT

Application

50.1 This clause does not apply to:

- (a) casual Employees;
- (b) Employees serving a probationary period; or
- (c) Employees serving a confirmation period under clause 16: *Academic Decasualisation*.

50.2 This clause will apply to any misconduct or serious misconduct process that is initiated on or after the date of commencement of this Agreement. If an Employee is subject to a misconduct or serious misconduct process under clause 44 of the *Western Sydney University Academic Staff Agreement 2017* at the date of commencement of this Agreement, that process will continue to apply.

Definitions

50.3 For the purposes of this clause:

- (a) **Disciplinary Action** includes one or more of the following:
 - (i) formal counselling;
 - (ii) staff development (including training);
 - (iii) 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 wilful or deliberate and improper 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** includes:
 - (i) wilful or deliberate behaviour by an Employee that is inconsistent with the continuation of the contract of employment;
 - (ii) conduct that causes serious and imminent risk to:
 - A. the health or safety of a person, where the conduct represents a wilful, deliberate or reckless disregard of such health and safety; or
 - B. the reputation, viability, or profitability of the University, other than conduct that is in accordance with clause 61: *Intellectual Freedom*;
 - (iii) an Employee, in the course of their employment with the University, engaging in:
 - A. theft;
 - B. fraud;
 - C. assault; or
 - D. sexual harassment;
 - (iv) the Employee being intoxicated at work;² or
 - (v) refusing to carry out a lawful and reasonable instruction that is consistent with an Employee's contract of employment.

General

- 50.4 Any matter involving alleged Misconduct or Serious Misconduct must be reported to the Chief People Officer (or their nominee) as soon as practicable.
- 50.5 If a matter that could be dealt with under this clause has in good faith been addressed under clause 49: *Unsatisfactory Performance*, this clause will not apply.

² An Employee is taken to be intoxicated 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.

- 50.6 An Employee may choose to be accompanied by a support person or Representative, including an official of the relevant Union, at any stage of the process prescribed by this clause.
- 50.7 If a person is required to deal with a matter under this clause on behalf of the University but a potential conflict of interest (whether identified by an Employee or otherwise) exists, the University will nominate an alternate person to deal with the matter.
- 50.8 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.

Records

- 50.9 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 Serious Misconduct

- 50.10 In cases of alleged Serious Misconduct, 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 the alleged Serious Misconduct is such that it would be unreasonable to allow the Employee to continue in paid employment during the process.
- 50.11 In cases of suspension without pay:
- (a) if the suspension occurs whilst the Employee is on paid leave, the Employee will continue to be paid for the duration of the leave;
 - (b) the Employee can engage in paid employment external to the University, or utilise accrued annual or long service leave entitlements for the duration of the suspension;
 - (c) the University will do everything practically possible to expedite the procedures prescribed by this clause; and
 - (d) the Employee will be reimbursed any lost income if the allegations are not sustained.

- 50.12 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.

Informal resolution

- 50.13 If appropriate, the head of the Employee's academic unit (or their nominee) will first attempt to informally resolve matters that give rise to the operation of this clause through discussion, guidance, counselling, and/or staff development.
- 50.14 Any attempt at informal resolution, whether successful or not, will be documented in writing.
- 50.15 If informal resolution is:
- (a) successful: the matter will conclude;

- (b) unsuccessful or not appropriate: the matter will be referred for formal investigation and the Vice-Chancellor and President will nominate an Employment Executive Member.

Formal investigation

- 50.16 Subject to subclause 50.17, the formal investigation will normally be carried out by an external investigator appointed from a pool agreed between the University and the Union.
- 50.17 Where available evidentiary material consists solely or primarily of records held by the University, the University may appoint an internal investigator from a pool agreed with the Union to carry out the formal investigation. The University will, in consultation with the Union through the Implementation Committee, develop written guidelines to assist with determining whether an investigation should be carried out internally or externally having regard to the circumstances of the case.
- 50.18 The University will advise the Employee of its decision to conduct a formal investigation, whether the investigation will be conducted by an internal or external investigator, and of clause 57: *Employee Representation*, unless the University determines that exceptional circumstances exist and it is not appropriate for the Employee to be aware of, and involved in, the investigation.
- 50.19 Subject to subclause 50.18, the University will provide the Employee with a copy of the investigator's brief.
- 50.20 As part of the formal investigation:
- (a) the Employee will be given an opportunity to be interviewed and challenge any evidence;
 - (b) the Employee will also be given an opportunity to nominate persons relevant to the investigation, together with their contact details and a brief summary of the evidence that they may provide;
 - (c) the investigator will make all reasonable attempts to interview persons nominated by the Employee; and
 - (d) the investigator may interview any person and review any documents or other material that may be of relevance.
- 50.21 The investigator will decide the appropriate process for the investigation and will conduct the investigation as expeditiously and confidentially as possible.
- 50.22 At the conclusion of the formal investigation, the investigator will provide the University with a written report (Investigation Report) setting out:
- (a) the investigator's findings of fact about the alleged conduct;
 - (b) whether any breaches of policy, procedure have occurred; and
 - (c) any mitigating circumstances.
- 50.23 The Employment Executive Member will consider the Investigation Report and determine whether:
- (a) no further action is warranted, in which case the matter will conclude and the Employee will be advised accordingly; or
 - (b) further action is warranted, in which case the matter will progress under this clause.

Allegations

- 50.24 If the Employment Executive Member determines that further action is warranted, the University will notify the Employee of the allegations against them in writing and in sufficient detail to enable the Employee to understand and respond to the allegations.
- 50.25 The Employee will be provided with the parts of the Investigation Report on which the University has relied in making the allegations. The University may also redact any material it considers should be omitted from the Investigation Report if exceptional circumstances exist.
- 50.26 The Employee will be given 10 working days (or longer period as agreed) to respond to the allegations.
- 50.27 When responding to the allegations, the Employee can request that the matter be referred to a Misconduct Committee.

Misconduct Committee

Composition

- 50.28 A Misconduct Committee will, where possible, be convened within 10 working days and comprise:
- (a) an Employee nominated by the University;
 - (b) an Employee nominated by the staff representatives on the Implementation Committee, selected from a pool of trained Employees created via an expression of interest process conducted by the Implementation Committee; and
 - (c) an independent Chair selected by the Vice-Chancellor and President from a pool agreed between the University and the Union.

Role

- 50.29 The Misconduct Committee will provide a written report (Committee Report) to the University regarding any matters the Committee considers should be taken into account in determining the matter. The Misconduct Committee will consider:
- (a) the Investigation Report;
 - (b) the allegations;
 - (c) the Employee's response to the allegations;
 - (d) any additional submissions or material provided by the Employee regarding the allegations;
 - (e) any mitigating circumstances;
 - (f) whether the formal investigation was procedurally fair; and
 - (g) any other matters that may have material relevance to the University's determination regarding Disciplinary Action.
- 50.30 The Misconduct Committee will not reinvestigate the matter but may consider additional material evidence (whether from persons or documents) that was not available to the investigator.
- 50.31 The Misconduct Committee will prepare its report as expeditiously and confidentially as possible.

Determination

- 50.32 The Employment Executive Member will consider the Employee's response to the allegations and any Committee Report, and determine what, if any, Disciplinary Action is to be taken.
- 50.33 If the Employment Executive Member determines that the Employee's employment should be terminated for Serious Misconduct, the determination will be referred to the Vice-Chancellor and President for approval and the Employee will be given 10 working days (or longer period as agreed) to respond to a show cause letter.

Notice of termination of employment

- 50.34 If the Employee's employment is terminated for Serious Misconduct, they will receive the following notice of termination or payment in lieu:

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

or such greater notice as is prescribed by the Employee's contract of employment. An Employee who is over 45 years of age and has completed at least 2 years of Continuous Service at the time notice is given will receive an additional 1 weeks' notice or payment in lieu.

No further appeal

- 50.35 Where a decision has been made in accordance with this clause, no further appeal against that decision can be made within the University. Nothing in this clause will be construed as excluding the jurisdiction of any external court or tribunal that would be competent to deal with the matter.

51. CONTRAVENTIONS OF THE RESEARCH CODE OF PRACTICE

Application

- 51.1 This clause does not apply to:
- (a) casual Employees;
 - (b) Employees serving a probationary period; or
 - (c) Employees serving a confirmation period under clause 16: *Academic Decasualisation*.
- 51.2 This clause will apply to any research misconduct process that is initiated on or after the date of commencement of this Agreement. If an Employee is subject to a research misconduct process under clause 45 of the *Western Sydney University Academic Staff Agreement 2017* at the date of commencement of this Agreement, that process will continue to apply.

Definitions

- 51.3 For the purposes of this clause:
- (a) **Assessment Officer** means the staff member to whom a suspected contravention of the Code is referred by the DVC(REI) for preliminary assessment under subclause 51.18. An

Assessment Officer may be the relevant Dean, Institute Director, or Academic Unit Director of Research, the Director, Research Impact and Integrity, or an alternative senior member of staff with expertise in the conduct of academic research;

- (b) **Breach** means a contravention of the Code that does not amount to Research Misconduct;
- (c) **Code** means the University's *Research Code of Practice* as amended or replaced from time to time;
- (d) **Disciplinary Action** may include one or more of the following:
 - (i) formal counselling;
 - (ii) staff development (including training);
 - (iii) 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);
- (e) **DVC(REI)** means the Deputy Vice-Chancellor and Vice-President (Research, Enterprise and International); and
- (f) **Research Misconduct** means a serious contravention of the Code that is also intentional, reckless, or negligent. A repeated or persistent Breach may also amount to Research Misconduct.

Examples of Breach or Research Misconduct

51.4 Examples of conduct that may constitute a Breach 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;
- (b) misrepresentation of research data or source material;
- (c) misuse of research funds;
- (d) failure to conduct research or follow approved or commonly accepted research protocols;
- (e) conducting research without required ethics approval;
- (f) failure to declare or manage a serious conflict of interest;
- (g) the wilful concealment or facilitation of a Breach or Research Misconduct by others;
- (h) failure to acknowledge the contributions of others fairly;
- (i) failure to appropriately maintain research records, research data, and/or source material;
- (j) inappropriate destruction of research records, research data, and/or source material;

- (k) inappropriate disclosure of, or access to research records, research data, and/or source material; or
- (l) 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 a research project, and may not include honest errors that are minor or unintentional.

General

- 51.5 The University may only take action against an Employee for an alleged contravention of the Code under this clause.
- 51.6 If a matter that could be dealt with under this clause has in good faith been addressed under clause 49: *Unsatisfactory Performance*, this clause will not apply.
- 51.7 An Employee may choose to be accompanied by a support person or Representative, including an official of the Union, at any stage of the process prescribed by this clause.
- 51.8 If a person is required to deal with a matter under this clause on behalf of the University but has a conflict of interest (whether actual or perceived), the University may nominate an alternate person to deal with the matter.
- 51.9 The reporting of a suspected contravention of the Code must be made in good faith. If an Employee makes a report that is frivolous, vexatious or in bad faith, the University may take disciplinary action against that Employee under clause 50: *Misconduct or Serious Misconduct*.
- 51.10 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

- 51.11 In cases of alleged Research Misconduct, the University may suspend the Employee who is the subject of the allegations at any stage of the process prescribed by 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.
- 51.12 In cases of suspension without pay:
 - (a) if the suspension occurs whilst the Employee is on paid leave, the Employee will continue to be paid for the duration of the leave;
 - (b) the Employee can engage in paid employment or utilise accrued annual or long service leave entitlements for the duration of the suspension;
 - (c) the University will do everything practically possible to expedite the procedures prescribed by this clause; and
 - (d) the Employee will be reimbursed any lost income if the allegations are not sustained.

- 51.13 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

- 51.14 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.
- 51.15 If the University and the Employee cannot reach a mutually agreed early resolution of the matter within the agreed timeframe, the process will be resumed.
- 51.16 Unless otherwise agreed, any information a party provides during attempted agreed early resolution cannot be relied upon by the other party for any other purpose.

Process

Reporting a suspected contravention of the Code

- 51.17 Suspected contraventions of the Code must be promptly reported to:

- (a) the relevant Academic Unit Director of Research (or equivalent); or
- (b) the Director, Research Impact and Integrity;

who will then consult with the DVC(REI) to determine whether the report relates to a potential contravention of the Code.

Preliminary assessment

- 51.18 If a determination is made under subclause 51.17 that a report relates to a potential contravention of the Code by an Employee, the DVC(REI) will refer the matter to an Assessment Officer for preliminary assessment.
- 51.19 In carrying out the preliminary assessment, the Assessment Officer will gather and evaluate information relating to the reported conduct to determine whether, if proven, the conduct would amount to a contravention of the Code. The Assessment Officer may also discuss the matter with the Employee, in which case the Assessment Officer will provide the Employee with:
- (a) written particulars of the potential contravention in sufficient detail for the Employee to understand the nature of the contravention; and
 - (b) an opportunity to respond in writing within a nominated timeframe; and
 - (c) the option to meet with the Assessment Officer, accompanied by the Employee's Representative.
- 51.20 Following conclusion of the preliminary assessment, the Assessment Officer will provide the DVC(REI) with written advice regarding the following:
- (a) a summary of the process undertaken by the Assessment Officer;
 - (b) an inventory of the facts and information gathered by the Assessment Officer;

- (c) an evaluation of the facts and information gathered by the Assessment Officer;
- (d) how the suspected contravention relates to the Code and/or the University's research processes; and
- (e) the Assessment Officer's recommendation(s) for further action.

Determination

51.21 The DVC(REI) will consider the Assessment Officer's report provided under subclause 51.20 and determine whether the matter should be:

- (a) dismissed;
- (b) resolved at the Employee's academic unit level, either with or without corrective actions;
- (c) referred for action in accordance with other University processes; or
- (d) referred for Research Investigation.

Research Investigation

51.22 The purpose of the Research Investigation is to determine whether, having regard to the evidence and on the balance of probabilities, the Employee has contravened the Code.

51.23 The Research Investigation will:

- (a) examine the facts and information gathered as part of the preliminary assessment; and
- (b) gather and examine any further relevant evidence as required.

51.24 The Research Investigation may be carried out by:

- (a) an investigator; or
- (b) an investigation panel (**Panel**).

51.25 Any investigator must have expertise in the protocols of the conduct of academic research and/or research management.

51.26 A Panel may comprise members from within, and external to, the University. The size and composition of the Panel will depend on:

- (a) the potential consequences for the Employee;
- (b) the seniority of the Employee; and
- (c) the need to maintain public confidence in research.

51.27 The DVC(REI) will determine the size and composition of the Panel. In selecting Panel members, the DVC(REI) will consider:

- (a) the expertise and skills required of a person appointed as Panel Chair;
- (b) the appropriate level of experience and expertise in the relevant discipline area(s);
- (c) the need for a person with prior experience of similar investigation panels or relevant experience, knowledge, and understanding of the responsible conduct of research;
- (d) the need for Panel members to be free from conflicts of interest or bias; and
- (e) where practicable, the gender and diversity of Panel members.

51.28 The DVC(REI) will advise the Employee in writing of the investigator or Panel's composition and provide the Employee with an opportunity to raise any concerns.

51.29 The investigator or Panel will:

- (a) assess the available evidence (including its veracity) and consider whether additional evidence may be required;
- (b) make findings of fact about the alleged contravention of the Code;
- (c) identify whether the Employee has contravened the Code;
- (d) consider the seriousness of any contravention of the Code by the Employee; and
- (e) make recommendations as appropriate.

In carrying out the Research Investigation, the investigator or Panel may also seek expert advice to assist the investigation if required.

51.30 At the conclusion of the Research Investigation, the investigator or Panel will prepare a draft report and provide the Employee with an opportunity to comment on the report within a reasonable timeframe.

51.31 Following receipt of the Employee's comments (if any), the investigator or Panel will finalise the report and provide it to the DVC(REI) for consideration.

Consideration and final determination

51.32 The DVC(REI) will consider the Research Investigation report. If the DVC(REI) determines that:

- (a) the Employee has not contravened the Code, the matter will conclude and the DVC(REI) will advise the Employee accordingly in writing; or
- (b) the Employee has contravened the Code, the DVC(REI) will determine what Disciplinary Action is to be imposed and advise the Employee accordingly in writing, provided that:
 - (i) termination of employment is available in cases of Research Misconduct only; and
 - (ii) if the DVC(REI) determines that the Employee's employment should be terminated for Research Misconduct, they will refer the determination to the Vice-Chancellor and President for approval.

51.33 If the DVC(REI) refers a determination to the Vice-Chancellor and President for approval pursuant to subclause 51.32(b)(ii), the Vice-Chancellor and President will:

- (a) provide the Employee with 5 working days to respond to a show cause letter;
- (b) have regard to any matters submitted by the Employee in their response to the show cause letter; and
- (c) advise the Employee in writing of the Vice-Chancellor and President's determination within 10 working days of receiving the Employee's response to the show cause letter (if any).

Notice of termination of employment

51.34 If the Employee's employment is terminated for Research Misconduct, the Employee will receive the following notice of termination or payment in lieu:

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

or such greater notice as is prescribed by the Employee's contract of employment. An Employee who is over 45 years of age and has completed at least 2 years of Continuous Service at the time notice is given will receive an additional 1 weeks' notice or payment in lieu.

51.35 The University may terminate the employment of an Employee who is found to have engaged in Research Misconduct without notice if it would be unreasonable to require the University to continue employment during the notice period.

No further right of appeal

51.36 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.

PART M – CESSATION OF EMPLOYMENT

52. TERMINATION OF EMPLOYMENT

Termination

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

Notice of renewal or non-renewal – fixed term Employees

52.2 The University will provide a fixed term Employee with written notice of the University's intention to renew or not renew their contract, unless the Employee is engaged:

- (a) as a temporary replacement (subclause 14.12(d));

- (b) on a pre-retirement contract (subclause 14.12(f));
- (c) on a post-retirement contract (subclause 14.12(g)); or
- (d) in employment subsidiary to studentship (subclause 14.12(h)).

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

52.4 Notice will be the greater of the notice in the Employee's contract of employment or:

Period of continuous service	Period of notice
Less than 3 years	At least 2 weeks or the equivalent of a full pay period, whichever is greater
3 years but less than 5 years	At least 3 weeks or the equivalent of a full pay period, whichever is greater
5 years or more	At least 4 weeks or the equivalent of a full pay period, whichever is greater

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

52.5 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; and
- (b) gives notice to the Employee at the earliest practicable date thereafter.

52.6 The University is not required to give notice or pay in lieu of notice if the Employee is found to have engaged in Serious Misconduct, such that it would be unreasonable to require the University to continue the employment of the Employee concerned during the required period of notice.

Notice of termination – casual Employees

52.7 The University may terminate a casual Employee's employment by providing 2 weeks' written notice, or payment in lieu.

Resignation

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

52.9 A casual Employee who wishes to resign must give the University at least 2 weeks' written notice unless the Employee and the University agree otherwise.

Recovery of overpayments

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

Payments on cessation of employment

- 52.11 All payments due to an Employee as a consequence of the cessation of their employment with the University for any reason will be made no later than 7 days after the date on which the Employee's employment ceases.

53. FIXED TERM EMPLOYEES SEVERANCE PAY

Entitlement to severance pay

- 53.1 A fixed term Employee employed for a specific task or project of limited duration, or for research only functions, whose contract is not renewed in circumstances where the Employee seeks to continue the employment will be entitled to a severance payment of 3 weeks' pay per 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.

- 53.2 A fixed term Employee who is not employed on one of the contracts described in subclause 53.1 and whose second or subsequent contract is not renewed in circumstances where the Employee seeks to continue the employment will be entitled to the following severance payment if they meet the criteria specified in subclause 53.1(a) or (b):

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

Deferral or variation of severance pay

- 53.3 If the University advises a fixed term Employee in writing that further employment may be offered within 6 weeks of the expiry of the fixed term employment, the University may defer payment of severance benefits for a maximum period of 4 weeks from the expiry date.
- 53.4 If the Employee accepts an offer of substantially similar alternative employment with the University, the University may vary the severance payment payable to the Employee.
- 53.5 If the University obtains, and the Employee accepts, an offer of comparable alternative employment the University may, with the Employee's agreement, vary the severance payment payable to the Employee.

No severance payable

- 53.6 No severance payment will be made if the Employee is:

- (a) a genuine retiree;
- (b) engaged as a temporary replacement (subclause 14.12(d));
- (c) engaged on a pre-retirement contract (subclause 14.12(f));
- (d) engaged on a post-retirement contract (subclause 14.12(g)); or

- (e) engaged in employment subsidiary to studentship (subclause 14.12(h)).

54. ABANDONMENT OF EMPLOYMENT

54.1 This clause does not apply to casual Employees.

54.2 When communicating with an Employee in accordance with this clause, the University will use the Employee's personal and emergency contact details as listed on the University's human resources information system.

54.3 If an Employee has been absent from work for a continuous period of at least 5 working days without:

- (a) the University's approval; or
- (b) apparent good cause;

their Supervisor will liaise with the Chief People Officer (or their nominee) regarding the known circumstances of the Employee's absence.

54.4 If the Chief People Officer (or their nominee) is concerned about the known circumstances of the Employee's absence, they will make reasonable attempts to contact the Employee—which may also involve contacting the Employee's nominated emergency contact(s)— to check the Employee's welfare and request an explanation for their absence. If the Chief People Officer (or their nominee) is satisfied with the reason for the Employee's absence, no further action will be taken under this clause and the Employee's absence will be recorded using an approved leave category appropriate to the circumstances.

54.5 If the Chief People Officer's (or their nominee's) attempts to contact the Employee are unsuccessful, they will send the Employee an email, text message, and letter via mail advising the Employee that they are on unapproved leave and must contact the University within 10 working days.

54.6 If the Employee does not respond to the University within 10 working days, or the Employee's response does not establish a reasonable explanation for their absence, the University will consider the Employee as having abandoned and therefore terminated their employment.

54.7 If an Employee's employment terminates under this clause, the date of termination will be the last day on which the Employee attended work or was on approved leave.

PART N – WORK HEALTH AND SAFETY

55. WORK HEALTH AND SAFETY, AND FIRST AID

Work health and safety

55.1 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.

55.2 If an Employee is required to implement and monitor work health and safety compliance within their designated work area, these functions will be included in the Employee's position description.

55.3 All Employees will be represented by a health and safety representative in line with membership of their designated work group.

- 55.4 The responsibilities of an elected work health and safety representative will be taken into account by the Employee's Supervisor when determining the Employee's workload.

First aid

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

56. DIGNITY AND RESPECT AT WORK

Definitions and examples

- 56.1 Terms used in this clause have the following meanings:

- (a) **adverse behaviours** collectively means unlawful discrimination, harassment, sexual harassment, sexual assault, gendered violence, vilification, victimisation, and work-related bullying;
- (b) **gendered violence** means any behaviour, action, system, or structure that causes physical, sexual, psychological, or economic harm to a worker because of their sex, gender identity, sexual orientation, or because they do not adhere to dominant gender stereotypes;
- (c) **sexual harassment** means any unwanted or unwelcome sexual behaviour which makes a person feel offended, humiliated, or intimidated;
- (d) **work-related bullying** means repeated and unreasonable behaviour directed towards a worker or a group of workers that creates a risk to health and safety, but does not include reasonable management action carried out in a reasonable manner (**unreasonable behaviour** means behaviour that a reasonable person, having considered the circumstances, would see as unreasonable, including behaviour that is victimising, humiliating, intimidating, or threatening).

- 56.2 Examples of **gendered violence** may include, but are not limited to:

- (a) violence directed at women because they are women;
- (b) violence experienced by a person because they identify as LGBTIQ+; or
- (c) witnessing gendered violence directed at someone else, such as a co-worker.

- 56.3 Examples of **sexual harassment** may include, but are not limited to:

- (a) unwelcome physical contact of any kind;
- (b) stalking, intimidation, and/or threats;
- (c) the use of sexualised language, including suggestive comments or jokes; or
- (d) the display of sexual imagery.

- 56.4 Examples of **work-related bullying** may include, but are not limited to:

- (a) aggressive and intimidating conduct;
- (b) belittling or humiliating comments;
- (c) spreading malicious rumours; or
- (d) exclusion.

Principles

- 56.5 The University respects and values its Employees, the diversity of its workforce, and the right of Employees to work in an environment free from adverse behaviours. The University is committed to creating and maintaining a working environment of dignity, mutual respect, and inclusion.
- 56.6 The University and its Employees recognise that they have obligations under:
- (a) Federal and State anti-discrimination legislation; and
 - (b) the *Work Health and Safety Act 2011 (NSW)*.
- 56.7 The University will work proactively towards:
- (a) preventing and eliminating adverse behaviours in employment at the University (including, where practicable, adverse behaviours from third parties with which/whom the University has a contractual relationship); and
 - (b) managing associated risks;
- in consultation with Health and Safety Representatives, Work Health and Safety Committees, and Employees.
- 56.8 The University will not tolerate adverse behaviours, and such behaviours may be subject to disciplinary action under clause 50: *Misconduct or Serious Misconduct*.
- 56.9 The University will provide information and training on identifying and preventing adverse behaviours in staff development programs for all employees (including senior employees who are excluded from the application of this Agreement) and will review associated policies in accordance with the *Policy Framework Policy*, as amended or replaced from time to time.

PART O – REPRESENTATION

57. EMPLOYEE REPRESENTATION

- 57.1 If at any time an Employee requires assistance regarding their employment conditions, they may choose to nominate a Representative, who may be an official of the Union.

58. UNION REPRESENTATION

Facilities

- 58.1 The University will provide the Union with access to the following facilities for carrying out Union business about matters included in this Agreement:
- (a) a secure office space; and

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

58.2 The University may provide the Union with access to the following facilities for carrying out Union business about matters included in this Agreement, subject to and conditional upon the Union paying the associated costs:

- (a) the University's internal telephone system; and
- (b) direct dial STD access, access to the Internet, and a University email account.

Union meetings

58.3 The Union may hold meetings of Employees:

- (a) in designated lunch breaks;
- (b) outside regular scheduled working hours; or
- (c) at other times and locations agreed between the relevant Union and the University;

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

58.4 This may include the University making video and teleconferencing facilities available.

Industrial relations training leave

58.5 The University may grant paid leave of up to a total of 25 working days per calendar year to the Union for accredited Employee Union representatives to attend courses or seminars for the purposes of industrial relations training. Leave requests must be submitted to the Chief People Officer (or their nominee).

58.6 Industrial relations training leave will count as service for all purposes.

Orientation

58.7 Information packs provided by the Union will be made available for distribution at University orientation sessions for new Employees.

58.8 The University will invite the Union to attend all University orientation sessions for new Employees. Where addresses to new Employees are scheduled, the Union will be given the opportunity to make a 5-minute presentation.

Workplace representatives

58.9 To facilitate the effective operation of this Agreement and compliance with its provisions, the University will provide funding to the Union Branch President's academic unit to cover 50% of the Branch President's work so they can be released to undertake University-related Union work and the academic unit can provide replacement staff.

58.10 The University will release up to 3 Employee union representatives from the Union to attend Implementation Committee meetings and any related subcommittees, and for the academic unit to provide replacement staff. This will occur by arrangement with the head of the Employee's academic unit and the Chief People Officer or other person nominated by the University.

58.11 The Union Branch President may, by agreement with the University, allocate some or all of their time release to other members 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.

Employee Union members

58.12 Employees who are Union members are permitted to contact other Employees for legitimate workplace reasons and will not be subject to disciplinary action for doing so.

Payroll deductions

58.13 As a service to Employees, and where authorised by an Employee, the University will deduct:

- (a) Union fees from the Employee's Salary at a rate or amount advised by the relevant Union as being payable under its rules;
- (b) a nominated amount from the Employee's Salary in favour of Australian People for Health Education and Development Abroad.

58.14 Either the Employee or the Union may cancel such an arrangement by notifying the Office of People in writing.

58.15 The University will not charge an Employee for providing these services.

PART P – MISCELLANEOUS PROVISIONS

59. PAY AND CAREER EQUITY

59.1 All recruitment will be subject to merit selection.

59.2 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.

59.3 The University will provide the annual Workplace Gender Equality Agency (WGEA) or equivalent report to the Implementation Committee and to all Employees, including the average pay levels of male and female Employees at each classification level and outcomes of position reclassifications.

59.4 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.

59.5 The University will work towards achieving gender balance on University Committees established at University level and all committees relating to University governance.

60. PERSONAL REPORTS

60.1 The University will not place an adverse report on an Employee's personal file unless:

- (a) the Employee has had an opportunity to respond to the report; and
- (b) the Employee's response (if any) is placed on the file at the same time as the adverse report.

60.2 An Employee may inspect their personal file and copy any documents from that file.

61. INTELLECTUAL FREEDOM

61.1 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 unions, and decision making processes and governance roles within the University, and to engage in community service without fear of harassment, intimidation, or unfair treatment; and
- (d) to express unpopular or controversial views but this does not mean the right to harass, vilify, denigrate, or intimidate.

61.2 An Employee will not represent their individual opinions as being those of the University.

61.3 The exercise of intellectual freedom rights does not constitute Misconduct or Serious Misconduct and is not subject to disciplinary action.

62. INTELLECTUAL PROPERTY

62.1 The University will maintain an Intellectual Property Policy in consultation with Employees and the Union.

62.2 In maintaining the Intellectual Property Policy, the University will address:

- (a) the issues of appropriate participation for Employees in the ownership and use of intellectual property they create, including intellectual property arising from online teaching and learning;
- (b) the recognition of the moral rights of Employees who are authors; and
- (c) the recognition of the rights of Indigenous Employees to assert and retain communal ownership of any cultural intellectual property including traditional knowledge and knowledge systems, and cultural expressions, language, practices, and heritage.

63. POLICY

63.1 The University will provide Employees and the Union with the opportunity to comment on any new policy or guideline that affects working conditions prior to finalisation.

64. COMPENSATION FOR LOSS OR DAMAGE TO PERSONAL PROPERTY

64.1 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.

- 64.2 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.
- 64.3 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.
- 64.4 This clause will not apply when an employee is entitled to compensation for the loss or damage under the *Workplace Injury Management and Workers Compensation Act 1988 (NSW)*.

65. CHANGES TO REGULAR ROSTER OR ORDINARY HOURS OF WORK

- 65.1 The University will consult with Employees about changes to their regular roster or ordinary hours of work in accordance the relevant provisions of the Act. Employees may be assisted by a Representative for the purposes of such consultation. In consulting with Employees, the University will:
- (a) provide information to the Employees about the change;
 - (b) invite Employees to give their views about the impact of the change, including any impact in relation to their family or caring responsibilities; and
 - (c) consider any views about the impact of the change that are given by Employees.
- 65.2 Any change to an Employee's regular roster or ordinary hours of work will only be made with the agreement of the Employee concerned, taking into account personal circumstances and obligations under clause 46: *Organisational Change*.

66. ENVIRONMENTAL SUSTAINABILITY

- 66.1 As part of its commitment to reducing its carbon footprint, the University has become a signatory to the UN Sustainable Development Solutions Network Higher Education Commitment.
- 66.2 The University will maintain a program to build staff awareness of energy efficiency, waste minimisation, sustainable transport use, and greater water efficiency.

SCHEDULE 1: ANNUAL ACADEMIC STAFF PAY RATES

Classification	Step	Salary rate at 05.03.2021	2% admin effective 29.04.2022	2.6% effective 14.10.2022	3.35% effective Oct 2023	2.9% effective Oct 2024	2.6% effective March 2025
Level A Associate Lecturer	1	\$83,413	\$85,081	\$87,293	\$90,218	\$92,834	\$95,248
	2	\$89,200	\$90,984	\$93,350	\$96,477	\$99,275	\$101,856
	3*	\$94,988	\$96,888	\$99,407	\$102,737	\$105,716	\$108,465
	4	\$100,776	\$102,792	\$105,464	\$108,997	\$112,158	\$115,074
Level B Lecturer	1	\$105,885	\$108,003	\$110,811	\$114,523	\$117,844	\$120,908
	2	\$113,538	\$115,809	\$118,820	\$122,800	\$126,361	\$129,647
	3	\$117,375	\$119,723	\$122,835	\$126,950	\$130,632	\$134,028
	4	\$125,030	\$127,531	\$130,846	\$135,230	\$139,151	\$142,769
Level C Senior Lecturer	1	\$128,856	\$131,433	\$134,850	\$139,368	\$143,410	\$147,138
	2	\$132,689	\$135,343	\$138,862	\$143,514	\$147,675	\$151,515
	3	\$136,517	\$139,247	\$142,868	\$147,654	\$151,936	\$155,886
	4	\$140,349	\$143,156	\$146,878	\$151,798	\$156,201	\$160,262
	5	\$144,173	\$147,056	\$150,880	\$155,934	\$160,457	\$164,628
	6	\$148,011	\$150,971	\$154,896	\$160,086	\$164,728	\$169,011
Level D Associate Professor	1	\$154,391	\$157,479	\$161,573	\$166,986	\$171,829	\$176,296
	2	\$159,497	\$162,687	\$166,917	\$172,509	\$177,511	\$182,127
	3	\$164,599	\$167,891	\$172,256	\$178,027	\$183,190	\$187,952
	4	\$169,706	\$173,100	\$177,601	\$183,550	\$188,873	\$193,784
Level E Professor	1	\$197,794	\$201,750	\$206,995	\$213,930	\$220,134	\$225,857
	2^	\$204,724	\$208,818	\$214,248	\$221,425	\$227,846	\$233,770

* Minimum level for an academic employee with a relevant doctoral qualification, or who is required to carry out full subject co-ordination duties.

^ Incremental progression to level E Step 2 does not apply. Progression will be by invitation of the University only.

SCHEDULE 2: CASUAL ACADEMIC PAY RATES

1. **Lecture** means any educational delivery described as a lecture in a program or subject 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 subject 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 subject.
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 subject-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; and
 - (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 Schedule must not exceed 2 extra hours for every hour of teaching. The additional hours of associated working time are specified in this schedule (eg. 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 Schedule, (ie. marking of course or subject 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

Casual Employees will be paid the Superannuation Guarantee employer contribution on all paid hours under arrangements specified in clause 18: *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 in lieu of all benefits under this Agreement to which a casual Employee is not entitled.

Rate A: Basic Lecture

Consists of 1 hour of delivery and 2 hours of associated working time subject to the provisions of Schedule 2, subclauses (3)(b) and (6).

Rate at 05.03.2021	2% admin effective 29.04.2022	2.6% effective 14.10.2022	3.35% effective Oct 2023	2.9% effective Oct 2024	2.6% effective March 2025
\$210.80	\$215.02	\$220.61	\$228.00	\$234.61	\$240.71

Rate B: Developed Lecture

Paid for a lecture where significant responsibility for planning and developing a specialised subject or a large part of a subject 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, subclauses(3)(b) and (6).

Rate at 05.03.2021	2% admin effective 29.04.2022	2.6% effective 14.10.2022	3.35% effective Oct 2023	2.9% effective Oct 2024	2.6% effective March 2025
\$281.07	\$286.69	\$294.15	\$304.00	\$312.82	\$320.95

Rate C: Specialised Lecture

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, subclauses(3)(b) and (6).

Rate at 05.03.2021	2% admin effective 29.04.2022	2.6% effective 14.10.2022	3.35% effective Oct 2023	2.9% effective Oct 2024	2.6% effective March 2025
\$351.34	\$358.37	\$367.68	\$380.00	\$391.02	\$401.19

Rate D: Repeat Lecture

Paid for a lecture in the same subject 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, subclauses(3)(b) and (6).

Rate at 05.03.2021	2% admin effective 29.04.2022	2.6% effective 14.10.2022	3.35% effective Oct 2023	2.9% effective Oct 2024	2.6% effective March 2025
\$140.54	\$143.35	\$147.08	\$152.01	\$156.41	\$160.48

Rate E: Normal Tutorial

Consists of 1 hour of delivery and 2 hours of associated working time subject to the provisions of Schedule 2, subclauses(3)(b) and (6).

Rate at 05.03.2021	2% admin effective 29.04.2022	2.6% effective 14.10.2022	3.35% effective Oct 2023	2.9% effective Oct 2024	2.6% effective March 2025
\$152.42	\$155.47	\$159.51	\$164.85	\$169.63	\$174.05

Rate F: Repeat Tutorial

Paid for a repeat tutorial in the same subject matter within a period of 7 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, subclauses(3)(b) and (6).

Rate at 05.03.2021	2% admin effective 29.04.2022	2.6% effective 14.10.2022	3.35% effective Oct 2023	2.9% effective Oct 2024	2.6% effective March 2025
\$101.62	\$103.65	\$106.35	\$109.91	\$113.10	\$116.04

Rate G: Normal Tutorial

Paid for a tutorial involving the exercise of autonomous judgement or major responsibility for a tutorial sequence, where duties include full subject 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, subclauses(3)(b) and (6).

Rate at 05.03.2021	2% admin effective 29.04.2022	2.6% effective 14.10.2022	3.35% effective Oct 2023	2.9% effective Oct 2024	2.6% effective March 2025
\$180.87	\$184.49	\$189.28	\$195.63	\$201.30	\$206.53

Rate H: Repeat Tutorial

Paid for a repeat tutorial in circumstances where full subject 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 subject 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, subclauses(3)(b) and (6).

Rate at 05.03.2021	2% admin effective 29.04.2022	2.6% effective 14.10.2022	3.35% effective Oct 2023	2.9% effective Oct 2024	2.6% effective March 2025
\$120.58	\$122.99	\$126.19	\$130.42	\$134.20	\$137.69

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.

Rate L: Normal Preparation Required

Consists of 1 hour of delivery and 1 hour of associated working time subject to the provisions of Schedule 2, subclauses(3)(b) and (6).

Rate at 05.03.2021	2% admin effective 29.04.2022	2.6% effective 14.10.2022	3.35% effective Oct 2023	2.9% effective Oct 2024	2.6% effective March 2025
\$101.62	\$103.65	\$106.35	\$109.91	\$113.10	\$116.04

Rate M: Minimal Preparation Required

Paid where clinical educators in a health discipline are expected to perform minimal non-contact duties, and/or where:

- (a) there is minimal preparation for contact periods;
- (b) minimal student assessment requirements;
- (c) student contact outside of direct clinical teaching is not required.

Consists of 1 hour of delivery and 0.5 hour of associated working time subject to the provisions of Schedule 2, subclauses(3)(b) and (6).

Rate at 05.03.2021	2% admin effective 29.04.2022	2.6% effective 14.10.2022	3.35% effective Oct 2023	2.9% effective Oct 2024	2.6% effective March 2025
\$76.21	\$77.73	\$79.76	\$82.43	\$84.82	\$87.02

Rate 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:

- (a) advanced clinical teaching skills are required;
- (b) assessment skills for complex evaluation of student learning are required;
- (c) full subject coordination is required;
- (d) 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, subclauses(3)(b) and (6).

Rate at 05.03.2021	2% admin effective 29.04.2022	2.6% effective 14.10.2022	3.35% effective Oct 2023	2.9% effective Oct 2024	2.6% effective March 2025
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\$120.58	\$122.99	\$126.19	\$130.42	\$134.20	\$137.69
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Rate 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:

- (a) advanced clinical teaching skills are required;
- (b) assessment skills for complex evaluation of student learning are required;
- (c) 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).

Rate at 05.03.2021	2% admin effective 29.04.2022	2.6% effective 14.10.2022	3.35% effective Oct 2023	2.9% effective Oct 2024	2.6% effective March 2025
\$90.44	\$92.25	\$94.65	\$97.82	\$100.65	\$103.27

CLINICAL NURSING EDUCATION FACILITATION**Rate 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:

- (a) 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.

Rate at 05.03.2021	2% admin effective 29.04.2022	2.6% effective 14.10.2022	3.35% effective Oct 2023	2.9% effective Oct 2024	2.6% effective March 2025
\$60.29	\$61.50	\$63.09	\$65.21	\$67.10	\$68.84

LABORATORY SUPERVISION**Rate U**

Responsible for supervision during a laboratory session and for directing any demonstrators, no preparation required.

Rate at 05.03.2021	2% admin effective 29.04.2022	2.6% effective 14.10.2022	3.35% effective Oct 2023	2.9% effective Oct 2024	2.6% effective March 2025
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\$101.62	\$103.65	\$106.35	\$109.91	\$113.10	\$116.04
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MARKING**Rate P**

Marking as a supervising examiner or marking requiring the exercise of academic judgment.

Rate at 05.03.2021	2% admin effective 29.04.2022	2.6% effective 14.10.2022	3.35% effective Oct 2023	2.9% effective Oct 2024	2.6% effective March 2025
\$70.27	\$71.68	\$73.54	\$76.00	\$78.21	\$80.24

Rate Q

Marking where academic judgment is not required.

Rate at 05.03.2021	2% admin effective 29.04.2022	2.6% effective 14.10.2022	3.35% effective Oct 2023	2.9% effective Oct 2024	2.6% effective March 2025
\$50.81	\$51.83	\$53.17	\$54.95	\$56.55	\$58.02

Rate R

Marking in circumstances where full subject coordination duties are required as part of normal duties, or the Employee holds a relevant doctoral qualification.

Rate at 05.03.2021	2% admin effective 29.04.2022	2.6% effective 14.10.2022	3.35% effective Oct 2023	2.9% effective Oct 2024	2.6% effective March 2025
\$60.29	\$61.50	\$63.09	\$65.21	\$67.10	\$68.84

OTHER REQUIRED ACADEMIC ACTIVITIES**Rate S**

Other required academic activities include all other work that is required to be performed by a person, acting as or on behalf of the employer, being work in the nature of, but not limited to:

- (a) the conduct of practical classes, demonstrations, workshops, student field excursions;
- (b) the conduct of clinical sessions other than clinical nurse education;
- (c) the conduct of performance or visual art studio sessions;
- (d) musical coaching, repetiteurship, musical accompanying other than with special educational service;
- (e) development of teaching and subject materials such as the preparation of subject guides, reading lists and basic activities associated with subject coordination;

- (f) consultation with students;
- (g) supervision; and
- (h) attendance at academic unit meetings as required.

Rate at 05.03.2021	2% admin effective 29.04.2022	2.6% effective 14.10.2022	3.35% effective Oct 2023	2.9% effective Oct 2024	2.6% effective March 2025
\$50.81	\$51.83	\$53.17	\$54.95	\$56.55	\$58.02

Rate T

Other required academic activities as for Rate S, in circumstances where full subject coordination duties are required as part of normal duties, or the Employee holds a relevant doctoral qualification.

Rate at 05.03.2021	2% admin effective 29.04.2022	2.6% effective 14.10.2022	3.35% effective Oct 2023	2.9% effective Oct 2024	2.6% effective March 2025
\$60.29	\$61.50	\$63.09	\$65.21	\$67.10	\$68.84

TECHNOLOGY ALLOWANCE

A casual Employee who is not otherwise employed by the University, and who is required in the normal course of their approved casual duties to provide their own phone and/or internet access on a frequent basis, may claim a \$75.00 telecommunications services allowance per teaching session, subject to approval by the head of the Employee's academic unit or their nominee.

RESOURCES

At the time of engagement, a casual Employee will be issued with a University email address, staff card, library access, and University network and internet access valid for a minimum period of 6 months provided the Employee is engaged to teach across a full teaching session.

SCHEDULE 3: ALLOWANCES

	Salary rate at 05.03.2021	2% admin effective 29.04.2022	2.6% effective 14.10.2022	3.35% effective Oct 2023	2.9% effective Oct 2024	2.6% effective March 2025
Aboriginal and Torres Strait Islander Peoples language allowance (annual rate)						
Allowance for use of minimal knowledge of language for simple communication	\$1,759	\$1,794	\$1,841	\$1,902	\$1,958	\$2,009
Allowance for a level of ability for the ordinary purposes of general business, conversation, reading, and writing	\$3,518	\$3,588	\$3,682	\$3,805	\$3,915	\$4,017
First aid allowance (weekly rate)						
	\$16.20	\$16.52	\$16.95	\$17.52	\$18.03	\$18.50

SCHEDULE 4: POSITION CLASSIFICATION STANDARDS

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 session;
 - (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 subject material with appropriate guidance from the subject or course coordinator;
 - (i) limited administrative functions primarily connected with units in which the academic teaches;
 - (j) acting as subject coordinators, provided that skills and experience demonstrate this capacity; and
 - (k) attendance at academic unit 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 subject 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

1. 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

2. 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 subject material;
 - (c) acting as subject 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; and
 - (m) attendance at academic unit meetings and/or membership of a number of committees.

Skill base

3. 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

1. A level C academic is expected to make significant contributions to the teaching effort of an academic unit or other organisational unit or interdisciplinary area. An academic at this level is also expected to play a major role in scholarship, research and/or professional activities.

Specific duties

2. 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;
 - (f) supervision of the program of study of honours students and of postgraduate students engaged in course work;
 - (g) the conduct of research;
 - (h) significant role in research projects including, where appropriate, leadership of a research team;
 - (i) involvement in professional activity;
 - (j) consultation with students;
 - (k) broad administrative functions;
 - (l) marking and assessing; and
 - (m) attendance at academic unit meetings and a major role in planning or committee work.

Skill base

3. 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

1. 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

2. 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; and
- (l) attendance at academic unit meetings.

Skill base

3. 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 academic 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:
 - (a) provision of a continuing high level of personal commitment to and achievement in a particular scholarly area;
 - (b) the conduct of research;
 - (c) fostering the research of other groups and individuals within the academic or other comparable organisational unit and within the discipline and within related disciplines;
 - (d) development of research policy;
 - (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) making a distinguished personal contribution to teaching at all levels;

- (h) the conduct of tutorials, practical classes, demonstrations, workshops, student field excursions, clinical sessions and studio sessions;
- (i) the preparation and delivery of lectures and seminars;
- (j) consultation with students;
- (k) marking and assessment;
- (l) playing an active role in the maintenance of academic standards and in the development of educational policy and of curriculum areas within the discipline;
- (m) developing policy and being involved in administrative matters within the academic or other comparable organisational unit and within the institution; and
- (n) 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.

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 academic unit meetings and/or membership of a limited number of committees; and
 - (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; and
 - (i) attendance at meetings associated with research or the work of the organisational unit to which the research is connected and/or academic unit 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 postdoctoral 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; and
 - (l) attendance at meetings associated with research or the work of the organisational unit to which the research is connected and/or academic unit 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

1. 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

2. 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 academic unit meetings and a major role in planning and committee work; and
 - (n) significant contributions to the discipline in which the research efforts of an Employee are undertaken.

Skill base

3. 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

1. 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

2. 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;

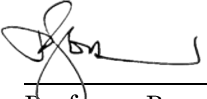
- (c) development of research policy;
- (d) preparation of research proposal submissions to external bodies;
- (e) responsibility for the oversight of financial management of grants;
- (f) the conduct of independent research in which the Employee may provide leadership within a team and the preparation 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 academic 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; and
- (o) attendance at meetings associated with research or the work of the organisational unit to which the research is connected and/or academic unit 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.


SIGNATORIES TO THE AGREEMENT

Signed for and on behalf of Western Sydney University by its authorised representative:

Signed: 

Professor Barney Glover
Vice-Chancellor and President
Western Sydney University
Locked Bag 1797
Penrith NSW 2751

Date: 1 December 2022

Witness: 

Signature


Maree Oliver

Name (print)

Locked Bag 1797, Penrith NSW 2751


Address (print)

Signed for and on behalf of the National Tertiary Education Industry Union (NTEU) by its authorised representative:

Signed: 

Dr Damien Cahill
General Secretary
National Tertiary Education Industry Union
PO Box 1323
South Melbourne VIC 3205

Date: 30/11/2022

Witness: 

Signature

Renee Veal

Name (print)

1/120 Clarendon Street

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Address (print)