



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Western Sydney University
(AG2017/6468)

WESTERN SYDNEY UNIVERSITY ACADEMIC STAFF AGREEMENT 2017

Educational services

COMMISSIONER JOHNS

SYDNEY, 8 MAY 2018

Application for approval of the Western Sydney University Academic Staff Agreement 2017.

[1] An application has been made for approval of an enterprise agreement known as the *Western Sydney University Academic Staff Agreement 2017* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Western Sydney University. The Agreement is a single enterprise agreement.

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

[3] The National Tertiary Education Industry Union being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 15 May 2018. The nominal expiry date of the Agreement is 30 June 2021.



COMMISSIONER

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WESTERN SYDNEY
UNIVERSITY



Western Sydney University
Academic Staff Agreement
2017

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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 2017*.

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 2009</i> (Cth) as amended or replaced from time to time;
(c) Agreement	the <i>Western Sydney University Academic Staff Agreement 2017</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) 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;
(f) Continuous Service (other than in clause 29: <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;
(g) Employee	an academic staff member of the University employed on an ongoing, fixed-term, or casual basis who is covered by this Agreement;
(h) Employment Executive Member	the University Executive member responsible for employment, or their nominee;
(i) FWC	the Fair Work Commission;
(j) Medical Appointment	a reservation for an Employee to receive advice, assessment or treatment from a Registered Health Practitioner;
(k) NES	the National Employment Standards contained in sections 59 to 131 of the Act, as amended or replaced from time to time;
(l) Nominal Expiry Date	30 June 2021;

TERM	DEFINITION
(m) Parties	Employees, the University, and the Union;
(n) Public Holiday	a day specified in clause 38: <i>Public Holidays</i> as being a paid public holiday;
(o) 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);
(p) 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;
(q) 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>
(r) Supervisor	the person nominated by the University to whom an Employee reports, whether directly or indirectly;
(s) Union	the National Tertiary Education Industry Union (NTEU);
(t) 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. This Agreement rescinds and replaces the *University of Western Sydney Academic Staff Agreement 2014*.

- 4.2 This Agreement applies to and is binding on all Parties, with the exception of Employees holding the positions of Vice-Chancellor, Deputy Vice-Chancellor, Pro Vice-Chancellor, Dean, Institute Director, or equivalent (based on total remuneration package).
- 4.3 Nothing in this Agreement will be taken as incorporating as a term of this Agreement any University policy, procedure or process referred to in this Agreement.

5. COVERAGE OF THE AGREEMENT

- 5.1 This Agreement covers:
- (a) all Employees employed by the University in the classifications set out in Schedule 4, subject to subclause 4.2; and
 - (b) the University.
- 5.2 The 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 its 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 effect 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 provided for in clause 27: *Annual Leave*;
 - (b) the taking of additional leave without pay consequent upon the birth or adoption of a child in addition to the leave provided for in clause 32: *Parental Leave*.
- 7.2 The University and the individual Employee must genuinely agree to the individual flexibility arrangement without coercion or duress.
- 7.3 The University must ensure that the terms of the individual flexibility arrangement:

- (a) are about permitted matters under section 172 of the Act; and
- (b) are not unlawful terms under section 194 of the Act; and
- (c) result in the Employee being better off overall than the Employee would be if no arrangement was made; and
- (d) do not result in the Employee being provided with any payment or benefit that is inconsistent with the NES under the Act.

7.4 The University must ensure that the individual flexibility arrangement:

- (a) is in writing; and
- (b) includes the name of the employer and Employee; and
- (c) is signed by the employer and Employee, and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
- (d) includes details of:
 - (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 in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- (e) states the day on which the arrangement commences.

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

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

- (a) by giving no more than 28 days' written notice to the other party to the arrangement; or
- (b) if the University and Employee agree in writing — at any time.

8. IMPLEMENTATION COMMITTEE

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

9. AVAILABILITY OF THE AGREEMENT

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

10. NO EXTRA CLAIMS

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

PART B – DISPUTE SETTLEMENT

11. DISPUTE SETTLEMENT

11.1 This clause sets out the procedure 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 procedures set out in this clause.

11.4 With the exception of critical issues of work health and safety, normal work will continue while the procedures set out in this clause are 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.

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, the Employee 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 Employee must notify the dispute to the Executive Director, Human Resources, who will then follow the procedures 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) make reference to the clause(s) of this Agreement, or NES, in relation to which the dispute has arisen; and
 - (d) insofar as is possible, clearly state the nature of the dispute.
- 11.8 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 dispute 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 Employees will be provided with written confirmation of their employment category, classification, duties, hours of work, location, salary (or hourly rate in the case of casual Employees), whether the position is full-time, part-time or casual, and the name and position of their Supervisor. Part-time Employees will also be notified of the percentage of the full-time load to be worked.
- 12.2 In addition, casual Employees will be informed 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 Employees will also be advised where further information on conditions of employment can be located.

- 12.4 This information will be provided on appointment, and when changes occur.

Payment of salaries

- 12.5 An Employee will be paid their Salary fortnightly by direct deposit into a recognised financial institution nominated by the Employee.
- 12.6 Employees will also receive fortnightly statements of details of salary payments including gross salary, tax and other deductions, superannuation, allowances, loadings, and overtime payments. Such statements may be issued 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.
- 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 *University of Western Sydney Academic Staff Agreement 2014* 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.

Extension of probationary period

- 13.4 The University may extend an Employee's initial probationary period for a further 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;

provided that the total probationary period imposed upon an Employee does not exceed 3 years.

Review of performance during probationary period

- 13.5 Within 2 months of the Employee's commencement date (or as otherwise agreed with the Employee), a Supervisor will meet with the Employee to participate in the career development, planning and review process prescribed in clause 24: *Academic Career Development, Planning, and Review*.
- 13.6 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.

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

Termination of employment

- 13.8 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 recommend termination of employment during the probationary period by providing a written report to the Executive Director, Human Resources setting out the reasons for the recommendation.

- 13.9 The Executive Director, Human Resources will review the recommendation and make a final determination.
- 13.10 If the Employee's employment is terminated, the Employee will be provided with 6 months' notice or payment in lieu.

Probation Review Committee

- 13.11 If the Executive Director, Human Resources determines that the Employee's employment should be terminated, the Employee may seek a review of the determination 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 DVC (Academic);
 - (b) an Employee nominated by the Union; and
 - (c) an independent Chair selected by the Vice-Chancellor with the agreement of the Union.
- 13.13 A Probation Review Committee will consider the Supervisor's recommendation, the determination made by the Executive Director, Human Resources, 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 13.4;
 - (b) the Employee's employment be confirmed; or
 - (c) the Employee's employment be terminated.
- If the Employee's employment is terminated, the Employee will be given 6 months' notice or payment in lieu.

Serious Misconduct or Research Misconduct during the probationary period

- 13.14 Notwithstanding any other provision of this Agreement, the employment of a probationary Employee may be terminated at any time for Serious Misconduct (as defined by subclause

44.3(c)) or Research Misconduct (as defined by subclause 45.3(d)), provided the Employee is given an opportunity to respond to any allegations before a decision to terminate is made.

No further appeal

- 13.15 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

Ongoing employment

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

Part-time employment

- 14.2 Part-time employment is ongoing or fixed-term employment in which the ordinary hours of work are less than those of a full-time Employee.
- 14.3 A part-time Employee will be entitled to the provisions of this Agreement on a pro rata basis, unless otherwise specified.
- 14.4 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.

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

Fixed-term employment

- 14.6 A fixed-term Employee is an Employee engaged for a specified period of time, or for a specific task or project.
- 14.7 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.

Categories of fixed-term employment

- 14.8 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;
(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; <p>provided it is not a condition of employment that the Employee undertake a studentship;</p>
(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 14.11;
(l)	disestablished organisational area	for positions within a disestablished organisational area under subclause 14.13; and

	CATEGORY	DEFINITION
(m)	conversion from casual employment	where casual employment has been converted to fixed-term employment under subclause 15.12, for a period of 2 years.

- 14.9 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

- 14.10 **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).

- 14.11 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.

- 14.12 At the expiry of the fixed term, the University may offer conversion to ongoing employment in accordance with subclause 15.3, 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

- 14.13 Fixed-term employment may be offered where the University has decided to discontinue work in an organisational area within 3 years.

- 14.14 If the decision to discontinue the work has been reversed, the University may offer conversion to ongoing employment in accordance with subclause 15.3 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

- 14.15 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

- 14.16 A casual Employee is an Employee engaged by the hour and paid on an hourly basis in accordance with Schedule 2.
- 14.17 Casual appointments should be merit-based, transparent, and consistent with University policy.
- 14.18 The University will provide annual data regarding levels of casual academic employment to the Implementation Committee.¹
- 14.19 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.
- 14.20 When responding to an offer of employment, a casual Employee must disclose any other employment they currently hold at the University.
- 14.21 A casual Employee will be paid in the first full pay cycle following submission of an authorised claim for payment.
- 14.22 Casual Employees who are engaged on a regular and systematic basis will be provided with:
- (a) access to the University's IT resources, including network and intranet access, and the library, for the duration of their appointment;
 - (b) a staff ID card, a staff email account, and inclusion in the online staff directory;
 - (c) 1 payment of 1.5 hours upon completion of the University's online Orientation program;
 - (d) paid attendance at any academic unit-level induction program the Employee may be required to attend, up to a maximum of 4 hours per teaching session;
 - (e) 1 payment of up to 4 hours upon providing evidence of successful completion of the University's mandatory online training relating to Work, Health and Safety, Privacy Awareness, and Equal Employment Opportunity;
 - (f) a technology allowance of \$50.00 per teaching session if:
 - (i) the Employee is not otherwise employed by the University; and
 - (ii) the Employee is required in the normal course of their approved duties to regularly utilise a mobile phone and/or the internet;
 - (g) the opportunity to apply for a Vice-Chancellor's Professional Development Scholarship; and
 - (h) the right to be nominated for the Vice-Chancellor's Excellence in Teaching Award.

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.

Engagement of casual Employees

- 14.23 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

- 14.24 A casual Employee is entitled to not be available to attend work or to leave work, for the reasons specified in clause 30: *Personal Leave* and clause 32: *Parental Leave*.
- 14.25 The casual Employee and their Supervisor will agree on the period for which the Employee will be entitled to be unavailable to attend work. If agreement cannot be reached, the Employee will be entitled to be unavailable to attend work for up to 2 days per occasion. No payment will be paid for any period of non-attendance.
- 14.26 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.
- 14.27 The University will provide all Employees involved in the employment and supervision of casual Employees with information on the terms of casual employment.

Transitional arrangements for Teaching Focused Roles (TFRs) and Career Development Fellowships (CDFs)

- 14.28 Employees who are engaged in a fixed-term TFR at the date of commencement of this Agreement will be transitioned to a fixed-term mainstream academic position at their current level of appointment, the workload allocation for which will be determined in accordance with clause 23: *Academic Workloads*. Such Employees may apply for conversion to an ongoing position at the end of their fixed term in accordance with subclause 15.15.
- 14.29 Employees who are engaged in an ongoing TFR at the date of commencement of this Agreement will be transitioned to an ongoing mainstream academic position at their current level of appointment, the workload allocation for which will be determined in accordance with clause 23: *Academic Workloads*.
- 14.30 Fixed-term Employees who are engaged in a CDF at the date of commencement of this Agreement will work out the balance of their appointment and will not be transitioned, but may apply for conversion to an ongoing mainstream academic position at the end of their fixed term in accordance with subclause 15.16.

15. CONVERSION

Fixed-term Employees

- 15.1 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 that position has been satisfactory.

- 15.2 If at the end of a first fixed-term contract the position is offered on a continuous basis but the Employee is not re-employed in the position, the Employee will receive:
- (a) a severance payment of 2 weeks for the first completed year of service, and then calculated in accordance with clause 47: *Fixed-Term Employees Severance Pay*; and
 - (b) payment in lieu of the Employee's accrued but untaken leave entitlements.
- 15.3 A fixed-term Employee may make a written application for conversion to ongoing employment if they meet all of the following conditions:
- (a) the University has determined that ongoing work of the same or substantially similar duties is available within the Employee's academic unit;
 - (b) the period of employment under fixed-term contracts has exceeded 3 years of Continuous Service;
 - (c) the current contract is the second or subsequent fixed-term contract for the Employee;
 - (d) the Employee was originally or subsequently appointed through an open and competitive selection process; and
 - (e) the Employee has performed satisfactorily.
- 15.4 The University will advise the Employee of the outcome of the application for conversion and provide reasons if the application is declined.
- 15.5 Notwithstanding anything in subclause 15.3(b) the University may, at its discretion, convert any fixed-term employment to ongoing employment.

Contract Research positions

- 15.6 A fixed-term Employee engaged in a Contract Research position may make a written application for conversion to ongoing funding contingent employment if they meet all of 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;
 - (c) the Employee has completed an Academic Career Development, Planning and Review process in the 12 months prior to the application being made;
 - (d) the head of the Employee's academic unit is satisfied that there is likely to be sufficient revenue or funding streams to support the Employee's employment; and
 - (e) the head of the Employee's academic unit is satisfied that the Employee has generic and transferable skills in addition to their research speciality, and those skills are subject to ongoing demand within the University.
- 15.7 The University will advise the Employee of the outcome of the application for conversion and provide reasons if the application is declined.
- 15.8 The University may decline an application for conversion on grounds including that:

- (a) the criteria in subclause 15.6 are not satisfied;
 - (b) the Employee is a student, and this was the primary reason for their appointment;
 - (c) the Employee is a genuine retiree (including an Employee who elected to take up a pre or post-retirement contract); or
 - (d) the Employee's performance has been unsatisfactory.
- 15.9 Contract Research Employees will be entitled to the provisions of clause 46: *Termination of Employment* and clause 47: *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 terminate on ground of redundancy, and they will receive 4 weeks' notice (or pay in lieu) and severance pay in accordance with clause 47: *Fixed-Term Employees Severance Pay*.

Casual Employees, Teaching Focused Roles (TFRs), and Career Development Fellowships (CDFs)

- 15.11 During the nominal term of this Agreement, the University will call for applications for conversion from casual to fixed-term employment from time to time. A casual Employee will be eligible to apply for conversion in response to a call for applications 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.
- 15.12 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;
 - (b) assessed having regard to the position classification standards specified for the role at the level sought; and
 - (c) determined via a merit-based selection process.
- 15.13 Conversions will be for a fixed term of 2 years, and may be to either full-time or part-time employment.
- 15.14 A casual Employee who is converted to fixed-term employment may be required to serve a probationary period under clause 13: *Probation*.
- 15.15 A casual Employee who has been converted to fixed-term employment, or an Employee who is engaged in a fixed-term TFR or CDF at the date of commencement of this Agreement, may apply for conversion to ongoing employment at the end of their fixed term, and will be converted, under the following conditions:

- (a) ongoing work of the same or substantially similar duties is available within the Employee's academic unit; and
 - (c) the Employee has performed satisfactorily in the fixed-term appointment.
- 15.16 Any fixed-term TFR or CDF that is converted to ongoing employment will be appointed to a mainstream academic role consistent with their current level, workload allocation for which will be determined in accordance with clause 23: *Academic Workloads*.
- 15.17 A casual Employee, or an Employee engaged in a CDF whose application for conversion to either fixed-term or ongoing employment is unsuccessful, will be provided with written reasons for the decision.

PART D – ABORIGINAL AND TORRES STRAIT ISLANDER PEOPLES EMPLOYMENT

16. ABORIGINAL AND TORRES STRAIT ISLANDER PEOPLES EMPLOYMENT

- 16.1 During the nominal term of this Agreement, the University will:
 - (a) increase the employment of Aboriginal and Torres Strait Islander Peoples; and
 - (b) increase the development opportunities for Aboriginal and Torres Strait Islander Peoples Employees;

as part of its commitment to reconciliation with Aboriginal and Torres Strait Islander Peoples.

Aboriginal and Torres Strait Islander Peoples Employment Strategy

- 16.2 The University will further develop and implement an Aboriginal and Torres Strait Islander Peoples Employment Strategy (**Employment Strategy**) with the aim of improving the employment and participation of Aboriginal and Torres Strait Islander Peoples at all levels of the University, both within the Badanami Centre for Indigenous Education and across the University, through:
 - (a) effective measures for recruitment, ongoing professional development, support, and retention;
 - (b) participation of Aboriginal and Torres Strait Islander Peoples Employees in cultural/ceremonial activities;
 - (c) recognition of Aboriginal and Torres Strait Islander Peoples culture; and
 - (d) the existence of the Badanami Centre for Indigenous Education within the University.
- 16.3 The Employment Strategy will incorporate:
 - (a) employment initiatives with the objective of the University employing 71 Aboriginal and Torres Strait Islander Peoples Employees by the end of the nominal term of this Agreement. Aboriginal and Torres Strait Islander Peoples engaged as trainees will not be included when assessing whether the University has met this objective;

- (b) a series of performance indicators for the Employment Strategy that address:
 - (i) professional and career development opportunities for Aboriginal and Torres Strait Islander Peoples Employees;
 - (ii) the classification and levels of positions occupied by Aboriginal and Torres Strait Islander Peoples Employees as compared to positions occupied by non-Aboriginal and Torres Strait Islander Peoples Employees; and
 - (iii) appropriate employment retention and promotion of Aboriginal and Torres Strait Islander Peoples Employees into identified and non-identified roles;
- (c) annual review of the numbers of Aboriginal and Torres Strait Islander Peoples Employees compared to the objective in order to assess progress and develop further measures to give effect to the Employment Strategy;
- (d) a definition of "self-determination" for Aboriginal and Torres Strait Islander Peoples and how it will apply to Aboriginal and Torres Strait Islander Peoples Employees, developed by the members of the Aboriginal and Torres Strait Islander Peoples Employment Strategy Consultative Committee for approval by the Board of Trustees;
- (e) a University wide cultural awareness training program giving priority to the delivery of training in academic units with existing Aboriginal and Torres Strait Islander Peoples Employees. and in conjunction with the appointment of Aboriginal and Torres Strait Islander Peoples Employees;
- (f) a program of Aboriginal and Torres Strait Islander Peoples traineeships, scholarships, and sponsorships to cultural events relevant to position and career-related personal development;
- (g) individual professional development plans for Aboriginal and Torres Strait Islander Peoples Employees, developed in consultation with their Supervisor and, where requested, the Director, Office of Aboriginal and Torres Strait Islander Employment and Engagement; and
- (h) supplementary funding for development programs. to be provided Employment Strategy.

Aboriginal and Torres Strait Islander Peoples Employment Strategy Consultative Committee

- 16.4 The Aboriginal and Torres Strait Islander Peoples Employment Strategy Consultative Committee (**Consultative Committee**) will:
 - (a) monitor and review the implementation of the Employment Strategy;
 - (b) provide a report of monitored information; and
 - (c) make recommendations to the University to improve the Employment Strategy as required.
- 16.5 The Committee will include as part of its membership:
 - (a) the University Executive member, the Pro Vice-Chancellor Engagement, Pro Vice-Chancellor Aboriginal and Torres Strait Islander Leadership, with responsibility for Aboriginal and Torres Strait Islander Peoples employment;

- (b) the Director, Office of Aboriginal and Torres Strait Islander Employment and Engagement;
- (c) an Employee with responsibility for the Badanami Centre for Indigenous Education;
- (d) a nominee of the Union who is an Aboriginal and Torres Strait Islander Peoples Employee, or their nominee as appointed by the Union;
- (e) at least 1 Aboriginal and Torres Strait Islander Peoples Employee elected by Aboriginal and Torres Strait Islander Peoples Employees; and
- (f) 2 nominees of the Aboriginal and Torres Strait Islander Peoples Community.

Membership of the categories described in subclauses 16.5(d), (e), and (f) will be renewed on a bi-annual basis.

Principles

- 16.6 The University will require, and provide support for, all Employees to respect and work within the guiding principles of the Employment Strategy, and all Employees must respect and work within these guiding principles, including:
- (a) respect and consideration for the cultural, social, and religious systems practised by Aboriginal and Torres Strait Islander Peoples;
 - (b) recognition that the knowledge of Aboriginal and Torres Strait Islander Peoples provides a significant contribution to all other bodies of knowledge;
 - (c) acknowledgement of the scholarship that Aboriginal and Torres Strait Islander Peoples Employees bring to the University;
 - (d) acknowledgement that participation of Aboriginal and Torres Strait Islander Peoples in cultural or ceremonial activities enhances the effectiveness of Aboriginal and Torres Strait Islander Peoples as Employees;
 - (e) recognition that a supportive working environment for Aboriginal and Torres Strait Islander Peoples requires the redress of past social injustice, exploitation, and employment inequity; and
 - (f) facilitation and encouragement of direct involvement of Aboriginal and Torres Strait Islander Peoples Employees in determining their own career strategies, goals and objectives, in consultation with their Supervisors.
- 16.7 The University is committed to a regular review of policies, and will:
- (a) include Aboriginal and Torres Islander Peoples Employees in the consultation process; and
 - (b) ensure that the policies address the specific backgrounds and needs of Aboriginal and Torres Strait Islander Peoples Employees, and recognise the importance of Aboriginal and Torres Strait Islander Peoples knowledge, learning, and community links.
- 16.8 The University recognises that "Aboriginality" is a genuine occupational qualification, and that an Aboriginal and Torres Strait Islander Peoples Employee can most effectively provide relevant services 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/or Torres Strait Islander person, namely:

- (a) a person being of Aboriginal or Torres Strait Islander descent;
- (b) the person identifying as Aboriginal or Torres Strait Islander; and
- (c) the person being accepted as such by the community in which he or she lives.

16.9 The University will:

- (a) maintain an Executive position with the responsibility for Aboriginal and Torres Strait Islander Peoples leadership;
- (b) maintain a senior staff position to facilitate the implementation of the Employment Strategy and related policies;
- (c) maintain a position with responsibility for the Badanami Centre for Indigenous Education, and with overall responsibility for advice, coordination, and management of Aboriginal and Torres Strait Islander Peoples Education Policy, Aboriginal and Torres Strait Islander students, and educational matters;
- (d) identify positions that are established to recruit, 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; and
- (e) subject to the availability of suitably qualified candidates, take steps to provide for all positions in the Badanami Centre for Indigenous Education to be filled by Aboriginal and Torres Strait Islander Peoples within the nominal term of this Agreement;

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

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

16.11 Leave for Aboriginal and Torres Strait Islander Peoples Employees to participate in cultural/ceremonial activities is provided under clause 30: *Personal Leave*.

16.12 In recognition of the increased effectiveness and productivity of ongoing or fixed-term Employees proficient in Aboriginal and Torres Strait Islander Peoples languages, an ongoing or fixed-term Employee who is required to use Aboriginal and Torres Strait Islander Peoples language in the course of their employment will be paid an Aboriginal and Torres Strait Islander Peoples Language allowance as set out in Schedule 3. Aboriginal and Torres Strait Islander Peoples language means a recognised proficiency in any one of the Aboriginal or Torres Strait Islander Peoples languages.

PART E – REMUNERATION, LOADINGS, AND ALLOWANCES

17. PAY RATES

- 17.1 Salaries will be increased by:
- (a) 0.1% effective the first full pay period after the date of commencement of this Agreement;
 - (b) 2% effective from the first full pay period in March 2018;
 - (c) 2% effective from the first full pay period in March 2019;
 - (d) 2% effective from the first full pay period in March 2020; and
 - (e) 2% effective from the first full pay period in March 2021.
- 17.2 Full-time Employees will receive a one-off gross payment of \$500 (pro rata for part-time and casual Employees):
- (a) in the last full pay period of 2017; and
 - (b) in the last full pay period of 2020.
- 17.3 Schedule 1 sets out the Salaries for full-time Employees engaged between levels A to E over the nominal term of this Agreement.
- 17.4 Schedule 2 sets out the rates of pay for casual Employees over the nominal term of this Agreement.
- 17.5 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 43: *Unsatisfactory Performance*;
 - (b) clause 44: *Misconduct or Serious Misconduct*; or
 - (c) clause 45: *Research Misconduct*.

18. SUPERANNUATION

Contributions to UniSuper for ongoing Employees

- 18.1 The University will make 17% employer superannuation contributions to UniSuper for ongoing Employees.
- 18.2 If the scheme to which an Employee belongs requires them to make employee contributions, such contributions must be made from the Employee's salary.

Contributions to UniSuper for fixed-term Employees

- 18.3 Subject to subclause 18.4, the University will make 17% employer superannuation contributions to the relevant scheme for fixed-term Employees as follows:
- (a) if the fixed-term Employee is on a first fixed-term contract with a term of 12 months or more, 17% employer superannuation contributions will be made from the date of commencement; or

- (b) if the fixed-term Employee is on a second or subsequent fixed-term contract that commenced immediately after expiry of the Employee's previous contract, 17% employer superannuation contributions will be made from the 12-month anniversary of the date of commencement.
- 18.4 From 1 January 2019, the University will make 17% employer superannuation contributions to the relevant scheme for all fixed-term Employees.

Contributions for Employees who are members of State Schemes

- 18.5 For Employees who are members of the State Superannuation Scheme or the State Authorities Superannuation Scheme (**State Schemes**), the University will make employer superannuation contributions to the State Scheme to which the Employee belongs in accordance with the relevant employer contribution levels and arrangements in place immediately prior to the commencement of this Agreement, provided that the Employee is eligible to have employer superannuation contributions made on their behalf to their State Scheme and elects to do so.
- 18.6 The University will pay to UniSuper 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 subclauses 18.1 and 18.3.

Contributions during unpaid maternity leave

- 18.7 If an ongoing or fixed-term Employee takes a period of unpaid maternity leave in accordance with this Agreement, the University will make:
- (a) 17% employer superannuation contributions; or
 - (b) employer superannuation contributions at the percentage at which employer contributions were being made when the Employee commenced maternity leave;

whichever is less, for the first 3 months of the unpaid maternity leave calculated at the Employee's Base Rate of Pay at the time at which the Employee commenced maternity leave. The pro-rata provisions in subclause 32.4 will apply.

19. SALARY PACKAGING

- 19.1 This clause does not apply to casual Employees.
- 19.2 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.
- 19.3 Any salary packaging arrangement must be consistent with the University's *Salary Packaging Guide*, as amended or replaced from time to time.
- 19.4 If a salary packaging agreement is made between an Employee and the University, 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.
- 19.5 A salary packaging agreement can be terminated by the Employee or the University by providing 4 weeks' written notice to the other party.

20. ANNUAL LEAVE LOADING

- 20.1 This clause does not apply to casual Employees.

- 20.2 Employees 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.
- 20.3 Annual leave loading will be calculated on the Employee's Base Rate of Pay at the date the annual leave loading is paid.
- 20.4 The annual leave loading year commences on 1 December and concludes 30 November of the following year.
- 20.5 Employees 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.

21. CAR KILOMETRE ALLOWANCE AND JOURNEYS REQUIRING TEMPORARY RESIDENCE

- 21.1 If the University requires an Employee to travel to a location other than their nominated work location, the Employee will be paid an allowance if:
- (a) there is no University vehicle or public transport available; or
 - (b) it is unreasonable or impractical to use them in the circumstances.
- 21.2 A casual Employee's nominated work location will be recorded on their Casual Employment Authority.
- 21.3 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 normal work location, at a rate consistent with the allowance approved by the Australian Taxation Office as reasonable at the time.
- 21.4 If an Employee chooses to use their own vehicle when public transport is reasonably available, they will be reimbursed the equivalent economy cost of the public transport.
- 21.5 If an Employee is directed by the University to work away from their nominated work location and has approval to occupy a temporary residence, the University will pay actual reasonable expenses.

PART F - WORKLOADS

22. UNIVERSITY AND ACADEMIC UNIT WORK PLAN COMMITTEES

University Work Plan Committee

- 22.1 The University's Work Plan Committee will comprise:
- (a) a Chair, being a Deputy Vice-Chancellor nominated by the Vice-Chancellor or by a nominee of the Vice-Chancellor;
 - (b) 3 heads of academic units nominated by the Vice-Chancellor or by the nominee of the Vice-Chancellor; and
 - (c) 3 Employees nominated by the Union.

- 22.2 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.
- 22.3 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.
- 22.4 The University Work Plan Policy and Academic Unit Workload Policies, including any supplementary documents, will be published on the University website.
- 22.5 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.
- 22.6 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 Committee

- 22.7 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 22.7(b).
- 22.8 The quorum for any meeting of the Academic Unit Work Plan Committee is 4, and must include the Chair (or nominee) and 1 elected academic representative.
- 22.9 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.
- 22.10 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.

23. ACADEMIC WORKLOADS

23.1 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 Deputy Vice-Chancellor (Academic) (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 22: *University and School or 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 regards to small group teaching; or
 - (ii) an hours-based work allocation, pursuant to which it is expected that weekly teaching allocations will be up to 13 hours, although it is acknowledged that higher allocations may be required in some circumstances for a limited number of Employees whose modes of teaching, by their nature, involve minimal or no preparation; and
 - (iii) an upper limit on marking of 135 students per teaching session. 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 Full-time Employees are 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 unit/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 unit coordination, including new and existing course and unit 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; and
- 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 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) not require an Employee to have a break of less than 12-hours between teaching commitments on consecutive days, unless the Employee agrees otherwise;
 - (c) specify its date of commencement and period of operation;
 - (d) specify how it may be varied;
 - (e) 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;
- (f) contain work that is consistent with the Employee's level of appointment, as described in the position classification standards in Schedule 4; and
- (g) 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 units 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 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.

PART G – CAREER DEVELOPMENT, PLANNING, AND REVIEW

24. ACADEMIC CAREER DEVELOPMENT, PLANNING, AND REVIEW

- 24.1 The University is committed to providing Employees with opportunities for career planning and development through a number of initiatives, including the Academic Development Program.
- 24.2 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

- 24.3 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.
- 24.4 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

- 24.5 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.
- 24.6 If an Employee is on probation, ACDPR will be incorporated into the process prescribed by clause 13: *Probation*.
- 24.7 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.

24.8 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.

24.9 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.

24.10 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

24.11 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 units in which they teach; and
- (c) their research and research supervision.

24.12 The ACDPR process will incorporate:

- (a) a range of evaluative data to assess the Employee's teaching and unit-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.
- 24.13 The evaluative data referred to in subclause 24.12(a) will be accessible to the Employee's Supervisor and the head of the Employee's academic unit.
- 24.14 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.
- 24.15 The University may use, for any purpose, aggregate findings about the relevance and quality of courses and units in terms of student needs and expectations.

The ACDPR Report

- 24.16 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
- 24.17 The Employee will be given an opportunity to read, comment on, and authorise the ACDPR Report.
- 24.18 The completed ACDPR Report will be provided to the head of the academic unit if requested.
- 24.19 The ACDPR Report will form part of subsequent reviews.

Unsatisfactory performance

- 24.20 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 43: *Unsatisfactory Performance*.

PART H – FLEXIBLE WORK PROVISIONS

25. FLEXIBLE WORK PROVISIONS

- 25.1 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 19: *Salary Packaging*;
 - (c) clause 26: *Right to Request Flexible Working Arrangements*;

- (d) clause 30: *Personal Leave*;
- (e) clause 31: *Sick Leave*;
- (f) clause 32: *Parental Leave*; and
- (g) clause 36: *Leave Without Pay*.

26. RIGHT TO REQUEST FLEXIBLE WORKING ARRANGEMENTS

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

- (a) ongoing and fixed-term Employees with at least 12 months' Continuous Service; and
- (b) casual Employees who have been engaged on a regular and systematic basis for at least 12 months immediately prior to making the request, and have a reasonable expectation of ongoing employment on a regular and systematic basis.

26.2 An eligible Employee may make a request for flexible working 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.

26.3 For the purposes of subclause 26.2(f), **immediate family** means:

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

26.4 Flexible working arrangements may include, 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.
- 26.5 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.
- 26.6 The University will give genuine consideration to a request for flexible working arrangements.
- 26.7 The University will respond to a request for flexible working arrangements in writing within 21 days and advise whether the request has been approved or declined. If the request is declined, the University will provide reasons.
- 26.8 The University 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 customer service.
- 26.9 If the University 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.
- 26.10 Information regarding the right to request flexible working arrangements will be made available on the University's website.

PART I – LEAVE ENTITLEMENTS

27. ANNUAL LEAVE

- 27.1 This clause does not apply to casual Employees.

Entitlement

- 27.2 Employees are entitled to 4 weeks of annual leave at their Base Rate of Pay per year of service, accrued on a daily basis. Part-time Employees accrue annual leave on a pro rata basis.
- 27.3 Employees who work according to a roster that covers every day of the year are entitled to an additional 1 week of annual leave at their Base Rate of Pay per year of service, accrued on a daily basis.
- 27.4 Annual leave is in addition to any Public Holiday(s) occurring during the period of leave.

- 27.5 Annual leave accrues at half the ordinary rate whilst an Employee is on any form of leave on half pay.
- 27.6 If an Employee who is eligible for sick leave produces a satisfactory medical certificate that they had been 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.
- 27.7 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.
- 27.8 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

- 27.9 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.
- 27.10 During each calendar year, an 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.

Direction to take annual leave

- 27.11 If an Employee has accrued more than 30 days of annual leave, the University may direct the Employee in writing to take up to one-quarter of the Employee's accrued leave entitlement at a time mutually convenient to the Employee and the University, but not more than 3 months from the date on which the direction is given.
- 27.12 If an Employee has been directed to take annual leave under subclause 25.11, 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.
- 27.13 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.

28. CHRISTMAS AND NEW YEAR SHUTDOWN

- 28.1 This clause does not apply to casual Employees.
- 28.2 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 38: *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.
- 28.3 An Employee may elect to take accrued long service leave, or leave without pay instead of annual leave during the shutdown.

- 28.4 In exceptional circumstances, an Employee who has exhausted their leave entitlements may make an application to the Executive Director, Human Resources for leave in advance to cover mandated leave dates. An application will not be unreasonably refused.
- 28.5 Employees who are directed to work on a Concessional Day(s) will be entitled to take the day(s) at other times approved by their Supervisor.

29. LONG SERVICE LEAVE

Eligibility

- 29.1 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.
- 29.2 For the purposes of this clause and subject to subclause 29.9, **continuous service** is service with the University without a break of more than 2 months on any one occasion.

Entitlement

- 29.3 Employee are entitled to long service leave as follows:
- (a) after 10 years of continuous service: 3 months at the Employee's Base Rate of Pay or 6 months at half the Employee's Base Rate of Pay, and then a proportionate amount of leave for continuous service between 10 and 15 years; and
 - (b) after 15 years of continuous service: 4.5 months at the Employee's Base Rate of Pay or 9 months at half the Employee's Base Rate of Pay; and
 - (c) for each subsequent period of 5 years of continuous service after 15 years: 2.5 months at the Employee's Base Rate of Pay or 5 months at half the Employee's Base Rate of Pay.
- 29.4 Part-time Employees and Employees with a combination of full-time and part-time service accrue long service leave on a pro-rata basis.
- 29.5 If an 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 where the Employee seeks to continue the employment;
 - (b) they will be entitled to a proportionate amount of long service leave at the rate of 3 months leave at their Base Rate of Pay for 10 years of continuous service.
- 29.6 If an Employee who is eligible for sick leave produces a satisfactory medical certificate that they had been ill or injured for a period of 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; and
 - (b) deduct an equivalent period of sick leave;

provided that re-credit will not be granted to an Employee who is on long service leave immediately prior to retirement, resignation, or termination of employment.

- 29.7 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.
- 29.8 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

- 29.9 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 2 months 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

- 29.10 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 2 months 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

- 29.11 In calculating service to establish long service leave entitlements:
- (a) leave without pay will not count as service, except:
 - (i) leave without pay up of 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

- 29.12 Subject to subclause 29.13, 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.
- 29.13 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.
- 29.14 If an Employee who is eligible for paid sick leave produces a satisfactory medical certificate that they had been 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

- 29.15 The University may direct an Employee with more than 4.5 months' accrued long service leave to take up to 3 months' 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.

30. PERSONAL LEAVE

30.1 This clause does not apply to casual Employees.

30.2 For the purposes of this clause, **immediate family** means:

- (a) a spouse or former spouse of the Employee, a de facto spouse, or former de facto spouse (de facto spouse includes partners of the same sex);
- (b) child or an adult child (including an adopted/foster child, a step child or an ex nuptial child), parent, parent-in-law, grandparent, grandchild, or sibling of the Employee or of the Employee's spouse; or
- (c) a member of the Employee's household.

Entitlement

30.3 In recognition of the fact that University staff also have family and cultural commitments outside of work or may require leave on compassionate grounds, eligible Employees may access personal leave in accordance with this clause.

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

30.5 Employees are entitled to up to 6 days of paid personal leave per calendar year, and may also use their accrued sick leave entitlement:

- (a) to meet family, cultural, religious or special needs in accordance with the NSW Premier's List of Days of Religious Significance for Multicultural NSW;
- (b) to care for a dependent or a member of their Immediate Family who requires care or support due to personal illness or injury or an unexpected emergency affecting the family member; or
- (c) on account of the death of a member of their Immediate Family.

30.6 Aboriginal and Torres Strait Islander Peoples Employees are also entitled to:

- (a) up to 5 days of additional paid leave per calendar year to participate in cultural and/or ceremonial activities; and
- (b) up to 10 days of additional unpaid leave per calendar year to fulfil cultural and/or ceremonial obligations.

30.7 Part-time Employees accrue personal leave on a pro-rata basis.

Notice and evidence requirements for personal leave

30.8 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; and
- (b) advise the University of the period, or expected period, of the leave.

- 30.9 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.
- 30.10 An Employee who fails to provide the required notice and evidence to the University will not be entitled to paid personal leave.

31. SICK LEAVE

- 31.1 This clause does not apply to casual Employees.

Entitlement

- 31.2 Employees are entitled to paid sick leave of 15 days per year of service, accrued on a daily basis. Part-time Employees accrue sick leave on a pro-rata basis.
- 31.3 Accrued but untaken sick leave will accrue from year to year.

Taking sick leave

- 31.4 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; and
 - (c) is not receiving workers' compensation benefits for that illness or injury, or attendance.
- 31.5 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

- 31.6 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 and, 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.
- 31.7 The University will protect the privacy and maintain confidentiality of information given by an Employee.

Evidence requirements – personal illness or injury

- 31.8 In respect of subclause 31.4(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 3 months 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

- 31.9 In respect of subclause 31.4(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.
- 31.10 Evidence of attendance at a Medical Appointment may include a medical certificate, a letter from the Registered Health Practitioner with whom the appointment took place, a receipt for medical services rendered or, where agreed by the University, a document containing the requirement for the Employee to attend a Medical Appointment(s) in the future.

Evidence requirements – absences on more than 5 occasions

- 31.11 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.
- 31.12 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

- 31.13 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.
- 31.14 The Employee must provide the University with a medical certificate which states they are unfit for work.
- 31.15 Periods of unpaid sick leave will count as service for all purposes.

32. PARENTAL LEAVE

- 32.1 Parental leave consists of:
- (a) maternity leave taken by an Employee in connection with the Employee's pregnancy or birth of her child;
 - (b) adoption leave taken by an Employee in connection with the adoption of a child;
 - (c) foster parent leave for fostering a child on long term placement; or

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

Maternity leave – eligibility and entitlement

- 32.2 An Employee (including a casual Employee) who becomes pregnant is entitled to up to 52 weeks' maternity leave. An Employee may also apply for leave without pay and other leave entitlements to a total of 104 weeks, which the University will not unreasonably refuse. This leave may be taken in a number of separate periods during the total period of leave.
- 32.3 Subject to subclause 32.34, an ongoing or fixed-term Employee who has completed at least 1 year of continuous paid service prior to the commencement of maternity leave will be paid their Base Rate of Pay for up to 20 weeks of their maternity leave, or half their Base Rate of Pay for up to 40 weeks.
- 32.4 If an ongoing Employee or a fixed-term Employee on a contract of at least 1 year has completed less than 1 year of continuous paid service prior to the commencement of maternity leave, they will be entitled to pro-rata paid maternity leave.
- 32.5 The total period of maternity leave will not exceed 52 weeks from the date of commencement of the leave, but may be taken in a number of periods during the 52 weeks.
- 32.6 An Employee may commence maternity leave at any time from 12 weeks prior to the expected date of birth of her child, but no later than the date of birth of the child.
- 32.7 An Employee who is unable to attend work due to a pregnancy-related illness or pregnancy-related medical appointment may take any leave to which she is entitled. In the event of a miscarriage, an Employee may take any sick leave to which she is entitled.
- 32.8 An Employee who is entitled to paid maternity leave and whose child is stillborn or dies shortly after birth, is entitled to up to a total of 20 weeks' paid leave (pro rata for Employees with less than 1 year's continuous paid service), including any paid maternity leave already taken. A medical certificate must be provided.
- 32.9 If the contract of a fixed-term Employee on maternity leave expires before the Employee has used all paid maternity leave, the balance of the leave will be paid as a lump sum. This will not extend the term of the fixed-term contract.

Adoption leave – eligibility and entitlement

- 32.10 An ongoing or fixed-term Employee who adopts a child and is the primary care giver of that child is entitled to up to 52 weeks' adoption leave unless the child has been continuously living with the Employee or their partner for 26 weeks or more. An Employee may also apply for additional leave without pay and other leave entitlements to a total of 104 weeks, which the University will not unreasonably refuse. This leave may be taken in a number of separate periods during the total period of leave.
- 32.11 Subject to subclause 32.34, an ongoing or fixed-term Employee who has completed at least 1 year of continuous paid service prior to the commencement of adoption leave will be paid their Base Rate of Pay for up to 20 weeks of their adoption leave, or half their Base Rate of Pay for 40 weeks.
- 32.12 Adoption leave may be taken by either parent, however if both parents are University Employees, one Employee's paid leave entitlement will be reduced by the paid adoption leave taken by the other parent in relation to the same child.

- 32.13 If an ongoing Employee or a fixed-term Employee on a contract of at least 1 year has completed less than 1 year of continuous paid service prior to the commencement of adoption leave, they will be entitled to pro rata paid adoption leave.
- 32.14 Adoption leave may commence immediately prior to the date of placement of the child being adopted, but no later than the date of placement.

Foster parent leave – eligibility and entitlement

- 32.15 Subject to subclause 32.34, an ongoing or fixed-term Employee who:
- (a) is the primary care giver of a foster child on long-term placement; and
 - (b) has completed at least 1 year's continuous paid service immediately prior to the commencement of the leave;
- will be paid their Base Rate of Pay for up to 6 weeks if the child is younger than 5 years of age, or for up to 3 weeks if the child 5 or more years of age.
- 32.16 Foster parent leave may commence from the time that the child enters an Employee's care, but no later than the date of entry into care.

Partner leave – eligibility and entitlement

- 32.17 Subject to subclause 32.34, an ongoing or fixed-term Employee who has completed at least 1 year of continuous paid service is entitled to:
- (a) 2 weeks' partner leave paid at their Base Rate of Pay, to be taken at the time of birth or adoption of their child; and
 - (b) 6 weeks' partner leave paid at their Base Rate of Pay, to be taken within 12 months of the birth or adoption of their child if they are to become the primary carer of their child but are not entitled to paid maternity or adoption leave; and
 - (c) if they are the primary carer of their child but are not entitled to maternity leave, up to an additional 50 weeks' unpaid partner leave.
- 32.18 An Employee may apply for an additional 6 weeks' unpaid partner leave for the birth or adoption of their child, which the University will not unreasonably refuse. Such leave may be taken at the same time as any leave as the primary carer of the child.
- 32.19 A casual Employee is entitled to unpaid partner leave in accordance with the Act and clause 14.24.
- 32.20 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.

Applying for parental leave

- 32.21 An eligible Employee should apply for parental leave at least 4 weeks in advance and provide evidence indicating the expected date of birth or placement. Any change to approved parental leave requires at least 4 weeks' written notice. If an Employee is unable to give the required notice, their entitlement to parental leave will not be affected.
- 32.22 An Employee entitled to parental leave may also take any other form of leave to which they are entitled, however the latest day on which parental leave can commence is the date of the child's birth, adoption, or entry into care.

Transfer to a safe job

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

Return to work after maternity or adoption leave

- 32.24 An ongoing Employee who returns to work after maternity or adoption leave is entitled to return to the position they held immediately before they went on leave, subject to the following:
- (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;
 - (b) if the Employee's position is discontinued or significantly changed while the Employee is on maternity or adoption leave, the Employee will be entitled to return to a position at the same level on the same campus. If such a position cannot be found, the Employee will be entitled to the provisions of clause 41: *Redeployment and Redundancy*.
- 32.25 A fixed-term Employee who returns to work after maternity or adoption leave is entitled to return to the position they held immediately before they proceeded on leave for the residual period of the contract.
- 32.26 A nursing mother returning to work after maternity leave will be entitled to paid lactation breaks. The University will provide Employees who are nursing mothers with access to suitable nursing facilities.
- 32.27 The University will not deny a casual Employee re-employment because they are pregnant or have been absent on maternity or adoption leave.

Phased return

- 32.28 An Employee who takes paid maternity or adoption 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 12 months of commencing the leave.
- 32.29 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.
- 32.30 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.

Reduced hours

- 32.31 An Employee who returns to work after maternity or adoption 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 leave for Employee couples

- 32.32 Where both parents are Employees of the University, the maximum period of any form of unpaid parental leave that may be accessed by the Employees is 24 months.
- 32.33 Any period of unpaid parental leave taken by the other Employee parent will be taken into account in assessing an Employee's application for unpaid parental leave.

Paid parental leave and service

- 32.34 If an Employee who is eligible for paid parental leave:
- (a) has a combination of full-time and part-time service; and/or
 - (b) has worked reduced hours at any time following their return to work from a period of maternity or adoption leave;

the rate of pay at which any subsequent period of paid parental leave is provided will be based on the average rate of pay received by the Employee:

- (c) in the 52 weeks preceding the period of paid parental leave; or
- (d) during the period since the Employee returned from the earlier period of maternity or adoption leave;

whichever is less.

- 32.35 Any Public Holidays occurring during a period of paid parental leave will be paid in addition to the paid parental leave.
- 32.36 An Employee who takes paid parental leave may elect to be paid as a lump sum at the commencement of the leave.
- 32.37 Paid parental leave will count as service for the accrual of annual leave.
- 32.38 Except in the case of an Employee who has completed 10 years of Continuous Service, any period of unpaid parental leave:
- (a) will not count as service for long service purposes; but
 - (b) will not break continuity of service.
- 32.39 Where an Employee has completed 10 years of Continuous Service, unpaid parental leave will count as service provided such leave does not exceed 6 months, in which case the whole period of leave without pay will not count as service.
- 32.40 Unpaid maternity leave will count as service for incremental progression.
- 32.41 Paid parental leave will count as service for incremental progression.

33. JURY DUTY AND WITNESSES

- 33.1 This clause does not apply to casual Employees.

Jury duty

- 33.2 If an Employee is required to attend jury duty 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.
- 33.3 Subject to compliance with subclause 33.2, the Employee's Salary will continue to be paid whilst the Employee is on jury duty, however the Employee will be required to refund to the University any other payment they receive for attending jury duty with the exception of payments for meals, accommodation, and/or travelling.

Witnesses

- 33.4 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.
- 33.5 Subject to compliance with subclause 33.4, the Employee's Salary will continue to be paid whilst the Employee is attending as a witness, however the Employee will be required to refund to the University any other payment they receive for attending with the exception of payments for meals, accommodation, and/or travelling.
- 33.6 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.

34. AUSTRALIAN DEFENCE FORCE RESERVES TRAINING LEAVE

- 34.1 This clause does not apply to casual Employees.
- 34.2 Employees who serve in the Australian Defence Force Reserves will be granted leave in each calendar year of:
 - (a) up to 16 calendar days on full pay for annual training;
 - (b) up to 16 calendar days on full pay for attendance at a school, class or course of instruction; and
 - (c) up to 4 additional calendar days, if the Commanding Officer of a unit of the Reserves in which an Employee serves, certifies in writing that it is necessary for the Employee to attend obligatory training.
- 34.3 If in the opinion of the University it would not be in the University's interest to grant an Employee leave at a particular time, the University will grant leave at another time.
- 34.4 If an Employee is required to take additional leave for Defence Force Reserves purposes, the Employee will be placed on annual leave, long service leave or leave without pay.

35. EMERGENCY SERVICES CALLOUT LEAVE

- 35.1 Employees who are 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.
- 35.2 Reasonable paid leave may also be granted to undertake training required by the accredited organisation.

- 35.3 To be eligible for paid leave under this clause, an Employee must provide their Supervisor with evidence they were required to attend relevant training or required to attend an emergency situation.
- 35.4 Where practicable, an Employee should inform their Supervisor as soon as possible of their absence from work because they have been called to attend an emergency under *the State Emergency Service Act 1989 (NSW)* as amended or replaced from time to time.

36. LEAVE WITHOUT PAY

- 36.1 This clause does not apply to casual Employees.
- 36.2 An Employee who has completed at least 18 months of full-time Continuous Service may apply for leave without pay. The University may waive this qualifying period in cases of pressing personal or domestic hardship.
- 36.3 The University will not unreasonably withhold its consent when considering an application for leave without pay.
- 36.4 The maximum period of leave without pay is 12 months. The University may extend this for a further period of up to 12 months in special circumstances.
- 36.5 The granting of any extended leave without pay will be dependent on prior satisfactory service.
- 36.6 Leave without pay may not be granted if it will unduly disrupt the operations of the Employee's academic unit.
- 36.7 An Employee may apply for leave without pay for any purpose that is not specifically prohibited by this clause.
- 36.8 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.
- 36.9 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.
- 36.10 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.

37. DOMESTIC AND FAMILY VIOLENCE

Definition

- 37.1 **Domestic and family violence** means violent or threatening behaviour, or any other form of behaviour, that coerces or controls a family member or causes that family member to be fearful. It extends beyond physical violence and may involve the exploitation of power imbalances and patterns of abuse over many years.
- 37.2 Examples of behaviour that may constitute domestic and family violence include (but are not limited to):

- (a) an assault;
- (b) a sexual assault or other sexually abusive behaviour;
- (c) stalking;
- (d) repeated derogatory taunts;
- (e) intentionally damaging or destroying property;
- (f) intentionally causing death or injury to an animal;
- (g) unreasonably denying the family member the financial autonomy that he or she would otherwise have had;
- (h) unreasonably withholding financial support needed to meet the reasonable living expenses of the family member, or his or her child, at a time when the family member is entirely or predominantly dependent on the person for financial support;
- (i) preventing the family member from making or keeping connections with his or her family, friends or culture; or
- (j) unlawfully depriving the family member, or any member of the family member's family, of his or her liberty.

37.3 The University will not take adverse action against an Employee if the Employee's attendance and/or performance is affected by domestic and family violence.

Paid domestic and family violence leave

37.4 An Employee who is experiencing domestic and family violence is entitled to 10 days per year of paid domestic and family violence leave for the purpose(s) of:

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

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

37.6 Applications for paid domestic and family violence leave under subclauses 37.4 and 37.5 may be made to the Office of Human Resources (including the Executive Director, Human Resources). Any such requests will be determined by the Executive Director, Human Resources on a confidential basis.

Additional support

37.7 The University is committed to providing support to Employees who are experiencing domestic and family violence. The types of support that may be provided will be determined on a case by case basis, but may include access to flexible working arrangements, counselling via the University's Employee Assistance Program, and additional paid domestic and family violence leave in accordance with subclause 37.5.

Notice and evidentiary requirements

- 37.8 An Employee will give the University notice of their request to take leave under this clause as soon as reasonably practicable.
- 37.9 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 37.4. 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.
- 37.10 The University will take all reasonable measures to ensure that any personal information provided by an Employee concerning their experience of domestic and family violence is kept confidential.

Employee providing support to another person

- 37.11 An Employee who is supporting a person experiencing domestic and family violence, and who requires time off work for that purpose, may request leave without pay and/or apply for personal leave under clause 30: *Personal Leave*, or witness leave under clause 33: *Jury Duty and Witnesses*, as appropriate.

38. PUBLIC HOLIDAYS

- 38.1 This clause does not apply to casual Employees.

- 38.2 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
Labour Day	Christmas Day
Boxing Day	A day between Christmas Day and New Year's Day in lieu of the Bank Holiday

Any other day or part day declared or prescribed by or under a law of New South Wales in that part of the State at or from which the Employee performs work

- 38.3 If a public holiday occurs on an Employee's rostered day off and the Employee does not work on that day, they will be entitled to an additional day's leave to be taken at a time agreed with their Supervisor. Alternatively, the University may pay the Employee an additional day's pay at their Base Rate of Pay.

PART J – MANAGING CHANGE

39. JOB SECURITY

- 39.1 Job security is important for the University to function effectively and achieve its strategic goals.
- 39.2 The University recognises the value of attracting, developing, and retaining high quality staff on merit, 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.
- 39.3 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.
- 39.4 The University will advertise all level A positions internally in the first instance. Casual Employees will be eligible to apply for such positions if they have been employed by the University for at least 2 teaching sessions in the 24 months prior to the position being advertised.
- 39.5 Over the nominal term of this Agreement the University will appoint or convert:
- (a) at least 30 Employees to ongoing positions; and
 - (b) at least 30 Employees to fixed-term positions;
- under subclauses 15.14,² 15.15,³ and 39.4.⁴

40. ORGANISATIONAL CHANGE

Terms used in this clause

- 40.1 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 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 and/or employment prospects;

² Conversion of casual Employees to fixed-term employment.

³ Conversion of fixed-term (previously casual) Employees, TFRs, and CDFs to ongoing employment.

⁴ Internal only advertising of all Level A positions.

- (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 staff;
 - (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
 - (viii) a significant reduction in employment or significant adverse impact on employment opportunities (including redeployment).

Representation

- 40.2 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

- 40.3 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.
- 40.4 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

- 40.5 Minor change will be addressed at the local level through discussion with directly affected Employees and, if appropriate, the academic unit.
- 40.6 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.

- 40.7 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

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

Outsourcing

- 40.9 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.
- 40.10 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.
- 40.11 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

- 40.12 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;
 - (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 40.33, or where the University has determined that such a review would not be appropriate, the reasons for that determination.

The consultation process

- 40.13 A change proposal will be sent to all directly affected Employees, and the Union and/or any appointed Representatives, including any Employees on leave or secondment, allowing at least 2 weeks for feedback.
- 40.14 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.
- 40.15 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.
- 40.16 Following consultation and taking into account feedback from directly affected Employees, the Union, and any appointed Representatives, the University will finalise the change proposal.

Distribution of final change plan

- 40.17 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.
- 40.18 The final change plan will also include responses to all concerns and/or issues raised by Employees and/or the Union.

Implementation of final change plan

- 40.19 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.
- 40.20 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

- 40.21 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.
- 40.22 Relocation options, other than a voluntary position swap, will be reviewed after 3 months and either confirmed or, if the option proves unworkable or the relocation remains unreasonable for the Employee, the Employee will then become displaced and clause 41: *Redeployment and Redundancy* will apply.

Restructuring

- 40.23 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.
- 40.24 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 redundancy from directly affected ongoing Employees.
- 40.25 Within 20 working days of receiving an expression of interest in redundancy from an Employee, the University will advise the Employee in writing as to whether the Employee will be offered redundancy. If redundancy is offered to an Employee, then clause 41: *Redeployment and Redundancy* will apply.
- 40.26 If after calling for expressions of interest in redundancy, there remain more directly affected ongoing Employees than there are substantially the same positions in the new structure, the University will place the remaining affected Employees into the positions using a merit-based selection process.
- 40.27 A directly affected ongoing Employee who is not placed in the new structure will become an **eligible Employee**.
- 40.28 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.
- 40.29 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.
- 40.30 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.

- 40.31 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.
- 40.32 An eligible Employee who is not placed will become a displaced employee and the conditions in clause 41: *Redeployment and Redundancy* will apply.

Post-restructure review

- 40.33 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.
- 40.34 The University will:
- (a) provide a copy of the draft post-restructure review report to directly affected Employees and the Union(s) for their comment; and
 - (b) incorporate any feedback received from directly affected Employees and/or the Union(s) into the final report.

41. REDEPLOYMENT AND REDUNDANCY

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

Displaced Employees

- 41.2 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 changes in the University's operational requirements, in which case the procedures set out in this clause will apply.
- 41.3 The University will:
- (a) advise an Employee in writing if they are displaced;
 - (b) discuss with a displaced Employee their options regarding redeployment or redundancy; and
 - (c) pro-actively case manage and consult with the displaced Employee.
- 41.4 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

- 41.5 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.

- 41.6 If the University proposes to transfer an ongoing Employee to another employer, the following conditions will apply:
- (a) no Employee will be forced to transfer to another employer; and
 - (b) if an Employee wishes to remain with the University, the Employee will have access to the redundancy and redeployment provisions contained in this clause.

Consideration period

- 41.7 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 redundancy.
- 41.8 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 41.11.
- 41.9 If an Employee is on secondment at the time their substantive position is discontinued, and:
- (a) the secondment has more than 6 months remaining, the Employee will be required to make an election under subclause 41.7 at that time. The Employee may elect:
 - (i) redundancy, which will then take effect in accordance with subclause 41.23; or
 - (ii) redeployment, in which case the redeployment period will commence from the date of election in accordance with subclause 41.11; or
 - (b) the secondment has less than 6 months remaining, the requirement to make an election under subclause 41.7 will be deferred until the conclusion of the secondment (excluding any extensions).

Redeployment

- 41.10 If a displaced Employee elects redeployment, their election must include a curriculum vitae to assist in the redeployment process.
- 41.11 For 12 weeks from the date that a displaced Employee elects redeployment, the University will try to identify a suitable position for redeployment (**redemption period**). The University may agree to a longer or shorter redeployment period if requested by the Employee.
- 41.12 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.
- 41.13 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.
- 41.14 The University will keep a register of displaced Employees and examine all vacant positions before advertising to determine whether there is a displaced Employee suitable for redeployment. A position will only be advertised externally if it can be shown there is no Employee who could be redeployed into the position, including with reasonable retraining.
- 41.15 A displaced Employee who has elected redeployment and has the essential skills and qualifications to fill a suitable vacant position takes precedence over all other persons in appointment to that position.
- 41.16 If there is more than one displaced Employee being considered for a position, the University will decide which Employee best meets the position requirements based on their skills, qualifications and experience.
- 41.17 A displaced Employee seeking redeployment may also seek retraining to enable them to be redeployed to a specified position within the University.
- 41.18 The University is committed to providing reasonable time and resources for retraining.

Offers of redeployment

- 41.19 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.
- 41.20 A displaced Employee who accepts redeployment to a position at a lower Salary level is entitled to maintenance of their previous Salary level for a period of 12 months. At the end of this period their Salary will be reduced to the maximum salary step of the new position.

Redundancy

- 41.21 If a displaced Employee elects redundancy, they should seek independent advice on taxation and superannuation.
- 41.22 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.
- 41.23 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

- 41.24 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.

41.25 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.

41.26 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

41.27 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 K – ILL HEALTH OR INJURY

42. MANAGING ILL HEALTH OR INJURY

Application

42.1 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 worker's compensation benefits; or
- (d) an Employee who is on paid sick leave.

42.2 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.

42.3 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.

- 42.4 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.
- 42.5 The University will maintain confidentiality regarding the process prescribed by this clause.

Medical examination

- 42.6 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:
- (a) the Executive Director, Human Resources reasonably considers that the Employee's ability to perform or resume their duties is in doubt because of the Employee's illness or injury, and it is unclear whether the Employee will be able to perform or resume those duties within a reasonable period of time; or
 - (b) the Executive Director, Human Resources reasonably considers that the health, safety or welfare of the Employee and/or other Employees and/or students may be at risk of being adversely affected by the Employee's illness or injury.
- 42.7 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.
- 42.8 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

- 42.9 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.
- 42.10 The University will provide a copy of the Medical Report to the Employee.
- 42.11 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.

42.12 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.

42.13 If the Employee:

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

their employment will be terminated 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

42.14 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.

42.15 The University will:

- (a) request the medical practitioner or specialist to advise on the matters referred to in subclause 42.9; 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

42.16 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**).

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

42.18 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.

42.19 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

- 42.20 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.
- 42.21 If the Employee fails to show reasonable cause, their employment will be terminated effective immediately with payment in lieu of 4 weeks' notice.
- 42.22 An Employee's refusal or failure to attend a medical examination under this clause will not constitute Misconduct or Serious Misconduct as defined by clause 44: *Misconduct or Serious Misconduct*.

Option to resign

- 42.23 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 L – DISCIPLINARY PROCEDURES

43. UNSATISFACTORY PERFORMANCE

Application

- 43.1 This clause does not apply to:

- (a) casual Employees; or
 - (b) Employees serving a probationary period.
- 43.2 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 42 of the *University of Western Sydney Academic Staff Agreement 2014* at the date of commencement of this Agreement, that process will continue to apply.

General

- 43.3 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.
- 43.4 If a matter involving unsatisfactory performance has been dealt with under clause 44: *Misconduct or Serious Misconduct*, this clause will not apply.
- 43.5 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.
- 43.6 Disciplinary action should be used as a last resort.

Informal counselling

- 43.7 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).
- 43.8 The Supervisor will keep a written record of the meeting and provide a copy to the Employee.

Performance Improvement Plan

- 43.9 If:
- (a) the Employee does not satisfactorily respond to the Supervisor's concerns and/or disclose any mitigating factors; and
 - (b) the Employee's performance does not satisfactorily improve after informal counselling;
- the Supervisor will advise that more formal measures are required to assist the Employee to improve their performance.
- 43.10 The Supervisor and the Employee will agree upon a Performance Improvement Plan (**PIP**), which sets out:
- (a) the nature of the Employee's unsatisfactory performance;

- (b) the specific areas that require improvement;
 - (c) the specific performance standard that is expected and how improvement will be measured;
 - (d) any support to be provided to assist the Employee to reach the specific performance standard;
 - (e) the length of the review period, which will provide a reasonable opportunity for the specific performance standard to be met;
 - (f) the dates on which the Employee and the Supervisor will meet to discuss the PIP; and
 - (g) the consequences of continued unsatisfactory performance.
- 43.11 If the Employee disagrees with the content of the PIP, they may request that the head of the Employee's academic unit determine whether the specific performance standard expected is reasonable. If there is a conflict of interest, the matter may be referred to the Executive Director, Human Resources.
- 43.12 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

- 43.13 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 8 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 for determination.

Determination by Employment Executive Member

- 43.14 Following consideration of the matter, the Employment Executive Member may determine that:
- (a) no further action should be taken, in which case the process will conclude; or
 - (b) the review period identified in the PIP should be extended, in which case the matter will be referred back to the Employee's Supervisor; or
 - (c) disciplinary action should be taken. 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
 - (d) a recommendation be made to the Vice-Chancellor that the Employee's employment be terminated for unsatisfactory performance.
- 43.15 The Employment Executive Member will advise the Employee of the determination in writing within 10 working days, in response to which the Employee will have 5 working days

to make a written submission for the Employment Executive Member's consideration. If the Employee:

- (a) does not make a submission, the Employment Executive Member will confirm their decision; or
 - (b) makes a submission, the Employment Executive Member may:
 - (i) confirm their decision; or
 - (ii) decide to take some other form of action under subclause 43.14.
- 43.16 If the Employment Executive Member makes a recommendation to the Vice-Chancellor pursuant to subclause 43.14(d) or 43.15, the Employee may request a review of the unsatisfactory performance process, in which case the Employment Executive Member will refer the matter to an Unsatisfactory Review Performance Committee (**Review Committee**);
- 43.17 If the Employee does not request that the matter be referred to a Review Committee, the Vice-Chancellor may:
- (a) refer the matter back to the Employment Executive Member for other action; or
 - (b) terminate the Employee's employment for unsatisfactory performance by providing the notice in accordance with subclause 43.23.

Unsatisfactory Performance Review Committee

- 43.18 A Review 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 from a pool agreed between the University and the Union. Chairs will have relevant experience and be independent.
- 43.19 The Review Committee will provide a written report to the Vice-Chancellor regarding whether the unsatisfactory performance process has been followed (**Committee Report**).
- 43.20 The Review Committee will:
- (a) allow the Employee and the University the opportunity to be assisted by 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.
- 43.21 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.
- 43.22 The Committee Report and the Employee's response (if any) will then be provided to the Vice-Chancellor for consideration, following which the Vice-Chancellor 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

- 43.23 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.

44. MISCONDUCT OR SERIOUS MISCONDUCT

Application

- 44.1 This clause does not apply to:
- (a) casual Employees; or
 - (b) Employees serving a probationary period.
- 44.2 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 43 of the *University of Western Sydney Academic Staff Agreement 2014* at the date of commencement of this Agreement, that process will continue to apply.

Definitions

- 44.3 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 56: *Intellectual Freedom*;
 - (iii) an Employee, in the course of their employment with the University, engaging in:
 - A. theft;
 - B. fraud; or
 - C. assault;
 - D. being intoxicated at work;⁵ or

⁵ 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.

- (iv) refusing to carry out a lawful and reasonable instruction that is consistent with an Employee's contract of employment.

General

- 44.4 Any matter involving alleged Misconduct or Serious Misconduct must be reported to the Executive Director, Human Resources as soon as practicable.
- 44.5 If a matter that could be dealt with under this clause has in good faith been addressed under clause 43: *Unsatisfactory Performance*, this clause will not apply.
- 44.6 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.
- 44.7 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.
- 44.8 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

- 44.9 All documents relevant to the process conducted under this clause should be kept including, but not limited, to meeting notes.

Suspension in cases of alleged Serious Misconduct

- 44.10 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.
- 44.11 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, 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.
- 44.12 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

- 44.13 If appropriate, the head of the Employee's work 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.
- 44.14 Any attempt at informal resolution, whether successful or not, will be documented in writing.
- 44.15 If informal resolution is:
- (a) successful: the matter will conclude;
 - (b) unsuccessful: the matter will be referred for formal investigation and the Vice-Chancellor will nominate an Employment Executive Member.

Formal investigation

- 44.16 The formal investigation will be carried out by an external investigator appointed from a pool agreed between the University and the Unions.
- 44.17 The University will advise the Employee of its decision to conduct a formal investigation, and of clause 51: *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.
- 44.18 Subject to subclause 44.17, the University will provide the Employee with a copy of the investigator's brief.
- 44.19 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.
- 44.20 The investigator will decide the appropriate process for the investigation, and will conduct the investigation as expeditiously and confidentially as possible.
- 44.21 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, or contract have occurred; and
 - (c) any mitigating circumstances.
- 44.22 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

- 44.23 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.
- 44.24 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.
- 44.25 The Employee will be given 10 working days (or longer period as agreed) to respond to the allegations.
- 44.26 When responding to the allegations, the Employee can request that the matter be referred to a Misconduct Committee.

Misconduct Committee

Composition

- 44.27 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 from a pool agreed between the University and the Union.

Role

- 44.28 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.

- 44.29 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.
- 44.30 The Misconduct Committee will prepare its report as expeditiously and confidentially as possible.

Determination

- 44.31 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.
- 44.32 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 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

- 44.33 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

- 44.34 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.

45. RESEARCH MISCONDUCT

Application

- 45.1 This clause does not apply to:
- (a) casual Employees; or
 - (b) Employees serving a probationary period.
- 45.2 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 44 of the *University of Western Sydney Academic Staff*

Agreement 2014 at the date of commencement of this Agreement, that process will continue to apply.

Definitions

45.3 For the purposes of this clause:

- (a) **Breach** means a contravention of the Research Code where the Employee has not had a previous finding of a Breach or Research Misconduct made against them, and the consequences arising from the Breach are not sufficiently serious to amount to Research Misconduct;
- (b) **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);
- (c) **Research Code** means the University's *Research Code of Practice* as amended or replaced from time to time; and
- (d) **Research Misconduct** means fabrication, falsification, plagiarism, or other practices that seriously deviate from those that are commonly accepted within the scholarly community for proposing, conducting, or reporting research. It includes the misleading ascription of authorship including the listing of authors without their permission, attributing work to others who have not in fact contributed to the research, and the lack of appropriate acknowledgment of work primarily produced by a research student/trainee or associate. It does not include honest errors or honest differences in interpretation or judgments of data.

Examples of Breach and/or Research Misconduct

45.4 Examples of conduct that may constitute a Breach and/or Research Misconduct include, but are not limited to:

- (a) fabrication, falsification, plagiarism or deception in proposing, carrying out or reporting the results of research;
- (b) failure to conduct research or follow approved or commonly accepted research protocols;
- (c) conducting research without required ethics approval;
- (d) failure to declare or manage a serious conflict of interest;
- (e) the wilful concealment or facilitation of Research Misconduct by others; or
- (f) other practices that seriously deviate from those commonly accepted within the research community for proposing, conducting or reporting research;

but do not include honest differences in judgment in management of the research project, and may not include honest errors that are minor or unintentional.

General

- 45.5 The University may only take action against an Employee for an alleged Breach or alleged Research Misconduct under this clause.
- 45.6 If a matter that could be dealt with under this clause has in good faith been addressed under clause 43: *Unsatisfactory Performance*, this clause will not apply.
- 45.7 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.
- 45.8 If a person is required to deal with a matter under this clause on behalf of the University but a potential conflict of interest exists, the University may nominate an alternate person to deal with the matter.
- 45.9 Employees must report an alleged Breach or alleged Research Misconduct to the relevant Academic Unit Director of Research (or equivalent) in a timely manner. Any such allegation must be made in good faith. If an Employee makes an allegation that is frivolous, vexatious or in bad faith, the University may take disciplinary action against that Employee under clause 44: *Misconduct or Serious Misconduct*.

Records

- 45.10 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

- 45.11 In cases of alleged Research 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 it would be unreasonable for the Employee to continue in paid employment during the process.
- 45.12 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.
- 45.13 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

- 45.14 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.
- 45.15 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.
- 45.16 Unless otherwise agreed, any information a party provides during attempted early resolution cannot be relied upon by the other party for any other purpose.

Preliminary enquiries

- 45.17 In the first instance, an alleged Breach or alleged Research Misconduct will be referred to the relevant Academic Unit Director of Research (or equivalent) who will, in conjunction with the Dean or Director of the Employee's Academic Unit, make preliminary enquiries to gather relevant material and ascertain whether there is a prima facie case of Breach or Research Misconduct.

Informal resolution

- 45.18 If the Director of Research and Dean or Director are of the view that the matter may give rise to a finding of a Breach and warrants further action, the Dean or Director will make all reasonable efforts to informally resolve the matter using discussion, guidance, counselling and/or staff development where it is appropriate to do so. Informal resolution may also include the Employee admitting the alleged conduct and/or an agreement being made for early resolution of the matter.
- 45.19 If the Dean or Director is unable to resolve the alleged Breach informally, they will refer the matter for Research Investigation.
- 45.20 If the Director of Research and Dean or Director are of the view that the matter may give rise to a finding of Research Misconduct and warrants further action, informal resolution will not apply and the matter will be referred immediately for Research Investigation.

Research Investigation

- 45.21 A Research Investigation will be carried out by the Deputy Vice-Chancellor (Research, Engagement, Development and International) (**DVC(REDI)**) (or their nominee, being a senior member of the University who is experienced in research and research management).
- 45.22 The DVC(REDI) (or nominee) will advise the Employee of the decision to conduct a Research Investigation, and clause 51: *Employee Representation*, unless the DVC(REDI) (or nominee) determines that exceptional circumstances exist and it is not appropriate for the Employee to be aware of, and involved in, the investigation.
- 45.23 As part of the Research Investigation:
 - (a) the Employee will be given an opportunity to be interviewed and respond to 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 DVC(REDI) (or nominee) may interview any person to establish the facts and any mitigating circumstances;
 - (d) the DVC(REDI) (or nominee) will make all reasonable attempts to interview persons nominated by the Employee. Any refusal or failure by a nominated person to participate in the Research Investigation will not prejudice the investigation; and
 - (e) the DVC(R&D) (or nominee) will take into account any information relevant to the matter.
- 45.24 The DVC(REDI) (or nominee) will conduct the Research Investigation as expeditiously and confidentially as possible.
- 45.25 If, following completion of the Research Investigation, the DVC(REDI) (or nominee) is of the view that:
- (a) an alleged Breach or alleged Research Misconduct has not occurred, the DVC(REDI) (or nominee) will advise the Dean or Director of the Employee's Academic unit accordingly and no further action will be taken;
 - (b) an alleged Breach has occurred, the matter will be referred to the Dean or Director of the Employee's Academic unit for Disciplinary Action (other than termination of employment); or
 - (c) alleged Research Misconduct has occurred, the DVC(REDI) (or nominee) will issue formal allegations of Research Misconduct in accordance with subclause 45.26.

Allegations

- 45.26 If an Employee is alleged to have engaged in Research Misconduct, the DVC(REDI) (or nominee) will notify the Employee of the allegation(s) in writing and in sufficient detail to enable the Employee to understand, and respond to, the allegations.
- 45.27 The Employee will be provided with 10 working days (or longer period as agreed) in which to respond to the allegations.

Response to allegations

- 45.28 If the Employee admits the allegations, the matter will be referred to the Vice-Chancellor, who 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; and
 - (c) advise the Employee in writing of the Vice-Chancellor's determination within 10 working days of receiving the Employee's response to a show cause letter.
- 45.29 If the Employee denies the allegation(s), and the DVC(REDI) (or nominee):

- (a) determines that the Employee has not engaged in Research Misconduct, the allegation(s) will be dismissed and the Employee advised accordingly in writing within 10 working days;
- (b) determines that the Employee has not engaged in Research Misconduct but has committed a Breach, the DVC(REDI) (or nominee) will refer the matter to the Dean or Director of the Employee's academic unit for Disciplinary Action (other than termination of employment) within 10 working days and take no further action; or
- (c) remains of the view that Research Misconduct may have occurred, the matter will be referred to a Research Misconduct Panel.

Research Misconduct Panel

- 45.30 The role of the Research Misconduct Panel is to make findings of fact and identify any mitigating circumstances regarding the alleged Research Misconduct, and provide a written report to the Vice-Chancellor.
- 45.31 The Research Misconduct Panel will comprise:
- (a) one member nominated by the University, with knowledge and experience in the relevant field of research;
 - (b) one member nominated by the Union, with knowledge and experience in the relevant field of research; and
 - (c) one member nominated by agreement between the University and the Union (with agreement not to be unreasonably withheld by either party), with experience on similar panels or relevant experience or expertise.
- 45.32 Members of the Research Misconduct Panel can be drawn from University Employees or externally as required. All members must be free from bias or conflicts of interest.
- 45.33 The Research Misconduct Panel will determine its own procedure in order to effectively carry out its role, but as a minimum the Panel will:
- (a) provide the Employee with an opportunity to be interviewed, make submissions, and present and respond to evidence regarding the allegation(s), including presenting any mitigating circumstances;
 - (b) allow the Employee to provide the Panel with a list of persons relevant to the proceedings together with their contact details and a brief summary of the evidence that they may give. Any refusal or failure by a nominated person to participate in the proceedings will not prejudice the proceedings;
 - (c) interview any person it considers appropriate to establish the facts and any mitigating circumstances;
 - (d) conduct all interviews in the presence of the Employee unless it is not appropriate to do so, in which case the person may be interviewed by videolink;
 - (e) allow the Employee and the University to choose to be assisted by an Employee of the University or their Representative;
 - (f) conduct proceedings as expeditiously and confidentially as possible, consistent with the need for fairness; and

- (g) take into account any other information relevant to the allegation(s). The Panel may also seek further material as it believes appropriate.

45.34 The Research Misconduct Panel will, where possible, provide its written report to the Vice-Chancellor within 10 working days of the conclusion of its proceedings. A copy of the Panel's report will also be provided to the Employee.

Determination

45.35 Having considered the Research Misconduct Panel's report, the Vice-Chancellor may:

- (a) determine that the Employee has not engaged in Research Misconduct, in which case the allegation(s) will be dismissed and the Employee advised accordingly in writing and may, by agreement with the Employee, publish the decision in an appropriate manner;
- (b) determine that the Employee has not engaged in Research Misconduct but has committed a Breach, in which case the Vice-Chancellor will refer the matter to the Dean or Director of the academic unit for Disciplinary Action (other than termination of employment); or
- (c) determine that the Employee has engaged in Research Misconduct, in which case the Vice-Chancellor will:
 - (i) provide the Employee with 5 working days to respond to a show cause letter;
 - (ii) have regard to any matters submitted by the Employee; and
 - (iii) advise the Employee in writing of the Vice-Chancellor's determination within 10 working days of receiving the Employee's response to the show cause letter.

Notice of termination of employment

45.36 If the Employee's employment is terminated for Research 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.

45.37 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

45.38 Where a decision to take action has been made in accordance with this clause, no further appeal can be made within the University. Nothing in this clause will be construed as

excluding the jurisdiction of any external court or tribunal which would be competent to deal with this matter.

PART M – CESSATION OF EMPLOYMENT

46. TERMINATION OF EMPLOYMENT

Termination

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

Notice of termination – fixed-term Employees

- 46.2 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 replacement Employee;
 - (b) on a pre-retirement contract; or
 - (c) in employment subsidiary to studentship.
- 46.3 Notice will be given within the period of the contract otherwise payment will be made in lieu of notice.
- 46.4 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
3 years but less than 5 years	At least 3 weeks
5 years or more	At least 4 weeks

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.

- 46.5 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.
- 46.6 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

- 46.7 The University may terminate the employment of a casual Employee by providing 2 weeks' written notice, or payment in lieu.

Resignation

- 46.8 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.
- 46.9 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

- 46.10 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.

47. FIXED-TERM EMPLOYEES SEVERANCE PAY

Entitlement to severance pay

- 47.1 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.
- 47.2 A fixed-term Employee who is not employed on one of the contracts described in subclause 47.1 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 47.1(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

- 47.3 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.
- 47.4 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.

- 47.5 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

- 47.6 No severance payment will be made if the Employee is:
- (a) a student of the University at the time the contract is issued;
 - (b) a genuine retiree;
 - (c) on a pre-retirement or performance-based contract; or
 - (d) appointed as a temporary replacement to fill approved absences or short-term vacancies that are subject to recruitment action.

48. ABANDONMENT OF EMPLOYMENT

- 48.1 This clause does not apply to casual Employees.

- 48.2 Where an Employee has been absent from work for a continuous period of at least 5 working days without:

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

the Executive Director, Human Resources (or nominee) will, in the first instance, liaise with the Employee's Supervisor, and head of the Employee's academic unit regarding the known circumstances of the Employee's absence.

- 48.3 If there is no explanation for the Employee's absence, the Executive Director, Human Resources (or nominee) will make reasonable attempts to contact the Employee and their nominated emergency contact(s) using the contact details on the Employee's personnel file, requesting an explanation for the absence. This will include sending a registered letter to the Employee's nominated postal address, which will be taken to be received by the Employee 3 working days after the day on which it is sent.
- 48.4 If the Employee or their nominated emergency contact provides a reasonable explanation for the Employee's absence within 10 working days of receipt of the University's letter, the Employee may apply for an appropriate form of leave to cover their absence.
- 48.5 If the Employee does not respond to the University's letter within 10 working days of receipt, or the Employee's response does not establish a reasonable explanation for the Employee's absence, the University will consider the Employee as having abandoned and therefore terminated their employment.
- 48.6 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, AND PERSONAL PROPERTY

49. WORK HEALTH AND SAFETY, AND FIRST AID

- 49.1 The University recognises its obligations under the *Work Health and Safety Act 2011*

(NSW) and related legislation to provide a safe and healthy workplace, and is committed to taking all appropriate measures to achieve this.

- 49.2 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.
- 49.3 All Employees will be represented by a health and safety representative in line with membership of their designated work group.
- 49.4 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.
- 49.5 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.

50. COMPENSATION FOR LOSS OR DAMAGE TO PERSONAL PROPERTY

- 50.1 The University will compensate an Employee for damage to their personal property if the damage is caused by:
 - (a) the negligence of the University, another Employee, or both in performing their duties;
 - (b) a defect in the University's materials or equipment; or
 - (c) an Employee protecting or attempting to protect the University's property from loss or damage.
- 50.2 Personal property includes, but is not limited to, an Employee's clothes, spectacles, hearing aid or tools of trade, which are necessary for the Employee to perform their duties.
- 50.3 The University, in consultation with the Employee, may take into account the age and serviceability of the item or garment when determining the amount of compensation payable.
- 50.4 This clause will not apply when an employee is entitled to compensation for the loss or damage under the *Workplace Injury Management and Workers Compensation Act 1988* (NSW).

PART O – REPRESENTATION

51. EMPLOYEE REPRESENTATION

- 51.1 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.

52. UNION REPRESENTATION

Office facilities

51.2 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.

51.3 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 (including a fax line); and
- (b) direct dial STD access, access to the Internet, and a University email account.

Union meetings

51.4 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.

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

Industrial relations training leave

51.6 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 Executive Director, Human Resources.

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

Orientation

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

Workplace representatives

51.9 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.

51.10 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 Executive Director, Human Resources or other person nominated by the University.

- 51.11 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.

Payroll deductions

- 51.12 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.
- 51.13 Either the Employee or the Union may cancel such an arrangement by notifying the Office of Human Resources in writing.
- 51.14 The University will not charge an Employee for providing these services.

PART P – MISCELLANEOUS PROVISIONS

53. PAY AND CAREER EQUITY

- 53.1 All academic staff recruitment will be subject to merit selection.
- 53.2 The University is committed to the provision of equal employment opportunity in career opportunities, and to properly valuing the skills and experiences of women and other EEO groups.
- 53.3 The University will 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.
- 53.4 The University will implement and monitor procedures and strategies to overcome any obstacles to career opportunities for women and other EEO target groups and report annually on progress to Employees.
- 53.5 The University will work towards achieving gender balance on University Committees established at University level and all committees relating to University governance.

54. DIGNITY AND RESPECT AT WORK

- 54.1 The University respects and values its Employees, the diversity of its workforce, and the right of Employees to work in an environment free from unlawful discrimination, harassment, vilification, victimisation, and bullying. The University is committed to creating and maintaining a working environment of dignity, mutual respect, and inclusion.
- 54.2 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)*;

and will work actively towards preventing and eliminating unlawful discrimination, harassment, vilification, victimisation, and bullying in employment at the University.

- 54.3 The University does not tolerate bullying and will continue to work actively to eliminate work-related bullying in consultation with Work Health and Safety Committees, and Employees.
- 54.4 Bullying at work is repeated and unreasonable behaviour directed towards a worker or a group of workers that creates a risk to health and safety.
- 54.5 For the purposes of subclause 54.4, **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.
- 54.6 Bullying does not include reasonable management action carried out in a reasonable manner.
- 54.7 Managers and supervisors will take all reasonable steps to ensure that:
- (a) instances of workplace bullying, harassment, or discrimination are dealt with immediately according to University policy; and
 - (b) Employees understand that these behaviours will not be tolerated, and will be addressed through disciplinary procedures.
- 54.8 The University will provide information and training on identifying and preventing workplace bullying in unlawful discrimination, harassment, vilification, and victimisation in staff development programs for Employees.

55. PERSONAL REPORTS

- 55.1 An adverse report will not be placed on an Employee's personal file unless:
- (a) the Employee has had an opportunity to answer the report; and
 - (b) the Employee's answer (if any) is placed on the file at the same time as the adverse report.
- 55.2 An Employee may inspect their personal file and copy any documents from that file.

56. INTELLECTUAL FREEDOM

- 56.1 The University recognises that intellectual freedom is an essential part of University employment and is therefore committed to act in a manner consistent with the protection and promotion of intellectual freedom within the University, including the right of an Employee:
- (a) to pursue critical and open inquiry and to freely discuss, teach, assess, develop curricula, publish, and research;
 - (b) to participate in public debates and to express opinions about issues and ideas related to their discipline area and professional expertise, or higher education issues generally;
 - (c) to participate in professional and representative bodies, including 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.

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

57. INTELLECTUAL PROPERTY

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

- 57.2 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 which they create, including intellectual property arising from on line teaching and learning;
- (b) the recognition of the moral rights of Employees who are authors; and
- (c) the recognition of the moral rights of Aboriginal and Torres Strait Islander Peoples Employees in relation to indigenous and traditional knowledge.

58. POLICY

- 58.1 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.

59. CHANGES TO REGULAR ROSTER OR ORDINARY HOURS OF WORK

- 59.1 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.

- 59.2 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 40: *Organisational Change*.

60. ENVIRONMENTAL SUSTAINABILITY

- 59.1 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.

- 59.2 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

		.1% FROM COMMENCEMENT	2% EFFECTIVE 09.03.2018	2% EFFECTIVE 08.03.2019	2% EFFECTIVE 06.03.2020	2% EFFECTIVE 05.03.2021
CLASSIFICATION	STEP					
LEVEL A ASSOCIATE LECTURER	1	\$77,061	\$78,602	\$80,174	\$81,778	\$83,413
	2	\$82,407	\$84,055	\$85,736	\$87,451	\$89,200
	3*	\$87,754	\$89,509	\$91,299	\$93,125	\$94,988
	4	\$93,101	\$94,963	\$96,862	\$98,800	\$100,776
LEVEL B LECTURER	1	\$97,821	\$99,777	\$101,773	\$103,808	\$105,885
	2	\$104,892	\$106,990	\$109,130	\$111,312	\$113,538
	3	\$108,436	\$110,605	\$112,817	\$115,073	\$117,375
	4	\$115,508	\$117,818	\$120,175	\$122,578	\$125,030
LEVEL C SENIOR LECTURER	1	\$119,043	\$121,424	\$123,852	\$126,329	\$128,856
	2	\$122,584	\$125,036	\$127,536	\$130,087	\$132,689
	3	\$126,121	\$128,643	\$131,216	\$133,841	\$136,517
	4	\$129,661	\$132,254	\$134,899	\$137,597	\$140,349
	5	\$133,194	\$135,858	\$138,575	\$141,347	\$144,173
	6	\$136,739	\$139,474	\$142,263	\$145,109	\$148,011
LEVEL D ASSOCIATE PROFESSOR	1	\$142,633	\$145,486	\$148,395	\$151,363	\$154,391
	2	\$147,351	\$150,298	\$153,304	\$156,370	\$159,497
	3	\$152,064	\$155,105	\$158,207	\$161,372	\$164,599
	4	\$156,782	\$159,918	\$163,116	\$166,378	\$169,706
LEVEL E PROFESSOR	1	\$182,731	\$186,386	\$190,113	\$193,916	\$197,794
	2^	\$189,133	\$192,916	\$196,774	\$200,709	\$204,724

* 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 PAY RATES

1. **Lecture** means any educational delivery described as a lecture in a program or unit outline, or in an official timetable issued by the employer, that is a primary form of education delivery where information on the lecture topic is delivered to the students.
2. **Tutorial** means any educational delivery described as a tutorial in a program or unit outline, or in an official timetable issued by the employer, that is a supplementary form of education delivery where matters already covered elsewhere in a program are discussed, clarified or elaborated. A tutorial is conducted in a small group to enable effective student participation. A tutorial is conducted in accordance with guidelines issued by the lecturer in charge of the unit.
3. The hourly rate of pay for lecturing or tutoring in addition to the delivery of lectures and/or tutorials, includes:
 - (a) preparing lectures and tutorials;
 - (b) marking directly associated with the delivery of a lecture or tutorial such as a tutorial presentation or participation but not including marking of course or unit-wide essays or assignments, or other assessment tasks that are not assessable during the delivery of a lecture or tutorial;
 - (c) administration of relevant records of the students for which the casual academic is responsible;
 - (d) informal consultations with students immediately before and after a lecture or tutorial.
4. The total hours of work under subclause 3(b) of this clause must not exceed 2 extra hours for every hour of teaching. The additional hours of associated working time are specified in this schedule (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 clause, (ie. marking of course or unit wide essays or assignments or other assessment tasks that are not assessable during the delivery of a lecture or tutorial), will be paid at the appropriate marking rate in this schedule. If marking is done within a lecture or tutorial time the marking rate is not additionally payable to the lecture or tutorial rate.
7. Any other duties which a casual Employee is directed in writing to perform will be paid for separately at the appropriate rate in this schedule, including:
 - (a) attendance at lectures;
 - (b) formal student consultation time, including consultation by electronic or other means;
 - (c) attendance at meetings;
 - (d) examination invigilation or supervision.

SUPERANNUATION PAYMENTS AND ARRANGEMENTS

Casual Employees will be paid the Superannuation Guarantee employer contribution of 9% 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.

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).

0.1% ON COMMENCEMENT	2% EFFECTIVE 09.03.2018	2% EFFECTIVE 08.03.2019	2% EFFECTIVE 06.03.2020	2% EFFECTIVE 05.03.2021
\$194.75	\$198.65	\$202.62	\$206.67	\$210.80

Rate B: Developed Lecture

Paid for a lecture where significant responsibility for planning and developing a specialised unit or a large part of a unit as well as lecturing, or where a lecture or small group of lectures call for special expertise. Consists of 1 hour of delivery and 3 hours of associated working time subject to the provisions of Schedule 2, subclauses(3)(b) and (6).

0.1% ON COMMENCEMENT	2% EFFECTIVE 09.03.2018	2% EFFECTIVE 08.03.2019	2% EFFECTIVE 06.03.2020	2% EFFECTIVE 05.03.2021
\$259.67	\$264.87	\$270.16	\$275.56	\$281.07

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).

0.1% ON COMMENCEMENT	2% EFFECTIVE 09.03.2018	2% EFFECTIVE 08.03.2019	2% EFFECTIVE 06.03.2020	2% EFFECTIVE 05.03.2021
\$324.59	\$331.08	\$337.70	\$344.45	\$351.34

Rate D: Repeat Lecture

Paid for a lecture in the same unit matter within a period of seven days and any student consultation reasonably contemporaneous with it. Consists of 1 hour of delivery and 1 hour of associated working time subject to the provisions of Schedule 2, subclauses(3)(b) and (6).

0.1% ON COMMENCEMENT	2% EFFECTIVE 09.03.2018	2% EFFECTIVE 08.03.2019	2% EFFECTIVE 06.03.2020	2% EFFECTIVE 05.03.2021
\$129.84	\$132.43	\$135.08	\$137.78	\$140.54

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).

0.1% ON COMMENCEMENT	2% EFFECTIVE 09.03.2018	2% EFFECTIVE 08.03.2019	2% EFFECTIVE 06.03.2020	2% EFFECTIVE 05.03.2021
\$140.82	\$143.63	\$146.51	\$149.43	\$152.42

Rate F: Repeat Tutorial

Paid for a repeat tutorial in the same unit 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).

0.1% ON COMMENCEMENT	2% EFFECTIVE 09.03.2018	2% EFFECTIVE 08.03.2019	2% EFFECTIVE 06.03.2020	2% EFFECTIVE 05.03.2021
\$93.88	\$95.76	\$97.67	\$99.62	\$101.62

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 unit coordination or the academic possesses a relevant doctoral qualification. Consists of 1 hour of delivery and 2 hours of associated working time subject to the provisions of Schedule 2, subclauses(3)(b) and (6).

0.1% ON COMMENCEMENT	2% EFFECTIVE 09.03.2018	2% EFFECTIVE 08.03.2019	2% EFFECTIVE 06.03.2020	2% EFFECTIVE 05.03.2021
\$167.10	\$170.44	\$173.85	\$177.32	\$180.87

Rate H: Repeat Tutorial

Paid for a repeat tutorial in circumstances where full unit coordination duties are included as part of normal duties or the Employee holds a relevant doctoral qualification, provided that the hourly rate in a repeat tutorial applies to a tutorial in the same unit matter within a period of seven days and any student consultation reasonably contemporaneous with it. Consists of 1 hour of delivery and 1 hour of associated working time subject to the provisions of Schedule 2, subclauses(3)(b) and (6).

0.1% ON COMMENCEMENT	2% EFFECTIVE 09.03.2018	2% EFFECTIVE 08.03.2019	2% EFFECTIVE 06.03.2020	2% EFFECTIVE 05.03.2021
\$111.40	\$113.63	\$115.90	\$118.22	\$120.58

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).

0.1% ON COMMENCEMENT	2% EFFECTIVE 09.03.2018	2% EFFECTIVE 08.03.2019	2% EFFECTIVE 06.03.2020	2% EFFECTIVE 05.03.2021
\$93.88	\$95.76	\$97.67	\$99.62	\$101.62

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).

0.1% ON COMMENCEMENT	2% EFFECTIVE 09.03.2018	2% EFFECTIVE 08.03.2019	2% EFFECTIVE 06.03.2020	2% EFFECTIVE 05.03.2021
\$70.41	\$71.82	\$73.25	\$74.72	\$76.21

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 unit 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).

0.1% ON COMMENCEMENT	2% EFFECTIVE 09.03.2018	2% EFFECTIVE 08.03.2019	2% EFFECTIVE 06.03.2020	2% EFFECTIVE 05.03.2021
\$111.40	\$113.63	\$115.90	\$118.22	\$120.58

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).

0.1% ON COMMENCEMENT	2% EFFECTIVE 09.03.2018	2% EFFECTIVE 08.03.2019	2% EFFECTIVE 06.03.2020	2% EFFECTIVE 05.03.2021
\$83.55	\$85.22	\$86.92	\$88.66	\$90.44

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

0.1% ON COMMENCEMENT	2% EFFECTIVE 09.03.2018	2% EFFECTIVE 08.03.2019	2% EFFECTIVE 06.03.2020	2% EFFECTIVE 05.03.2021
\$55.70	\$56.81	\$57.95	\$59.11	\$60.29

LABORATORY SUPERVISION

Rate F

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

0.1% ON COMMENCEMENT	2% EFFECTIVE 09.03.2018	2% EFFECTIVE 08.03.2019	2% EFFECTIVE 06.03.2020	2% EFFECTIVE 05.03.2021
\$93.88	\$95.76	\$96.67	\$99.62	\$101.62

MARKING

Rate P

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

0.1% ON COMMENCEMENT	2% EFFECTIVE 09.03.2018	2% EFFECTIVE 08.03.2019	2% EFFECTIVE 06.03.2020	2% EFFECTIVE 05.03.2021
\$64.92	\$66.22	\$67.54	\$68.89	\$70.27

Rate Q

Marking where academic judgment is not required.

0.1% ON COMMENCEMENT	2% EFFECTIVE 09.03.2018	2% EFFECTIVE 08.03.2019	2% EFFECTIVE 06.03.2020	2% EFFECTIVE 05.03.2021
\$46.94	\$47.88	\$48.84	\$49.81	\$50.81

Rate R

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

0.1% ON COMMENCEMENT	2% EFFECTIVE 09.03.2018	2% EFFECTIVE 08.03.2019	2% EFFECTIVE 06.03.2020	2% EFFECTIVE 05.03.2021
\$55.70	\$56.81	\$57.95	\$59.11	\$60.29

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, repititeurship, musical accompanying other than with special educational service;
- (e) development of teaching and unit materials such as the preparation of unit guides, reading lists and basic activities associated with unit coordination;
- (f) consultation with students;
- (g) supervision; and
- (h) attendance at academic unit meetings as required. Marking as a supervising examiner or marking requiring the exercise of academic judgement.

0.1% ON COMMENCEMENT	2% EFFECTIVE 09.03.2018	2% EFFECTIVE 08.03.2019	2% EFFECTIVE 06.03.2020	2% EFFECTIVE 05.03.2021
\$46.94	\$47.88	\$48.84	\$49.81	\$50.81

Rate T

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

0.1% ON COMMENCEMENT	2% EFFECTIVE 09.03.2018	2% EFFECTIVE 08.03.2019	2% EFFECTIVE 06.03.2020	2% EFFECTIVE 05.03.2021
\$55.70	\$56.81	\$57.95	\$59.11	\$60.29

TELECOMMUNICATIONS SERVICES 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 \$50.00 telecommunications services allowance per session, subject to approval by the head of the Employee's academic unit or their nominee.

RESOURCES

At the time of engagement, casual Employees will be issued with a University email address,

staff card, library access, University network, and internet access valid for a minimum period of 6 months provided the Employee is engaged to teach across a full teaching session.

SCHEDULE 3: ALLOWANCES

Aboriginal and Torres Strait Islander Peoples Language Allowance payable under clause 16: *Aboriginal and Torres Strait Islander Peoples Employment Strategy* (annual rate)

	0.1% FROM COMMENCEMENT	2% EFFECTIVE 09.03.2018	2% EFFECTIVE 08.03.2019	2% EFFECTIVE 06.03.2020	2% EFFECTIVE 05.03.2021
ALLOWANCE FOR USE OF MINIMAL KNOWLEDGE OF LANGUAGE FOR SIMPLE COMMUNICATION	\$1,625	\$1,657	\$1,690	\$1,724	\$1,759
ALLOWANCE FOR A LEVEL OF ABILITY FOR THE ORDINARY PURPOSES OF GENERAL BUSINESS, CONVERSATION, READING, AND WRITING	\$3,250	\$3,315	\$3,382	\$3,449	\$3,518

First aid allowance payable under clause 49: *Work Health and Safety, and First Aid* (weekly rate)

0.1% FROM COMMENCEMENT	2% EFFECTIVE 09.03.2018	2% EFFECTIVE 08.03.2019	2% EFFECTIVE 06.03.2020	2% EFFECTIVE 05.03.2021
\$14.96	\$15.26	\$15.57	\$15.88	\$16.20

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 unit material with appropriate guidance from the unit or course coordinator;
 - (i) limited administrative functions primarily connected with units in which the academic teaches;
 - (j) acting as unit coordinators, provided that skills and experience demonstrate this capacity; 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 unit coordination should not be carried out by a level A academic.

Skill base

6. A level A academic will normally have completed 4 years of tertiary study in the relevant discipline and/or have equivalent qualifications and/or experience. In many cases a position at this level will require an honours degree or higher qualification, an extended professional degree, or a 3-year degree with postgraduate diploma. In determining experience relative to qualifications, regard is had to teaching experience, experience in research, experience outside tertiary education, creative achievement, professional contributions and/or to technical achievement.

LEVEL B – LECTURER

General standard

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 unit material;
 - (c) acting as unit coordinators;
 - (d) the preparation and delivery of lectures and seminars;
 - (e) supervision of the program of study of honours students or of postgraduate students engaged in course work;
 - (f) supervision of major honours or postgraduate research projects;
 - (g) the conduct of research;
 - (h) involvement in professional activity;
 - (i) development of course material with appropriate advice from and support of more senior Employees;
 - (j) marking and assessment;
 - (k) consultation with students;
 - (l) a range of administrative functions, the majority of which are connected with the units in which the academic teaches; 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

14 December 2017

Witness



Signature

SUSAN HUDSON

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



Grahame McCulloch
General Secretary
NTEU
PO Box 1323
South Melbourne VIC 3205

Date

14 December 2017

Witness



Signature

Renee Veal

Name (print)

Level 1, 120 Clarendon Street

South Melbourne VIC 3205

Address (print)