

**UNIVERSITY OF WOLLONGONG (GENERAL STAFF)
ENTERPRISE AGREEMENT, 2010**

PART 1 – GENERAL

1. TITLE

This Agreement shall be known as the University of Wollongong (General Staff) Enterprise Agreement, 2010.

2. ARRANGEMENT

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3. APPLICATION

This Agreement applies to all categories of general staff and casual employees employed at the University of Wollongong who are employed within the classification and salary structure described in Schedule A but excludes trainees and apprentices.

This Agreement has been negotiated by and covers the Community and Public Sector Union (CPSU), the National Tertiary Education Industry Union (NTEU) and the University of Wollongong (UOW).

4. OPERATION OF THE AGREEMENT

- 4.1. This Agreement shall operate from 7 days from the date of approval by Fair Work Australia and shall remain in force until three years after the date of approval.
- 4.2. This Agreement supersedes and replaces in entirety the previous certified agreements covering general staff employees of the University.
- 4.3. This Agreement operates to the exclusion of any awards which would otherwise, but for this Clause, apply to general staff employees whose employment falls within the scope of this Agreement.
- 4.4. During the period of operation of this Agreement there shall be no further claims made.
- 4.5. While the University recognises that the application of the Agreement requires policies, procedures and guidelines to be followed nothing in this Agreement shall be taken as incorporating as a term of this Agreement, or being subject to any process in this Agreement, any University policy, procedure, guideline or process referred to in this Agreement.
- 4.6. Two months prior to the nominal expiry date of this Agreement the University will initiate discussions with staff representatives on arrangements for the negotiation of a replacement agreement.

5. FLEXIBILITY TERM

- 5.1. The University and a staff member covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement for one or more of the following matters:
- 5.1.1. the taking of Long Service Leave but only where initiated by the staff member;
 - 5.1.2. the taking of Annual Leave;
 - 5.1.3. superannuation in relation to maintaining arrangements previously agreed between the staff member and the University where that staff member at their discretion wishes to maintain those arrangements. Otherwise only in cases that are initiated solely by the staff member.
- 5.2. The terms and conditions that apply to making an individual flexibility arrangement are as follows:
- 5.2.1. The arrangement meets the genuine needs of the University and the staff member and is genuinely agreed to.
 - 5.2.2. The arrangement will be about permitted matters, is not unlawful, will result in the staff member being better off overall and will state the day on which the arrangement commences.
 - 5.2.3. The arrangement will be in writing, include the name of the University and the staff member, and is signed and dated by the University and the staff member.
 - 5.2.4. The arrangement will include the terms of the Agreement that will be varied, how the arrangement will vary the effect of the terms and how the staff member will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement.
 - 5.2.5. The staff member will be provided with a copy of the arrangement within 14 days.
 - 5.2.6. The University or the staff member may terminate the arrangement by giving no more than 28 days written notice to the other party or if the University and the staff member agree in writing at any time.

6. STAFF CONSULTATION AND REPRESENTATION

- 6.1. The University is committed to directly consulting with all staff in relation to workplace relations, workplace change and human resource matters.
- 6.2. The University also recognises the role of staff representatives as defined below and the right of general staff members to nominate staff representatives as defined below to represent them if they choose as provided for in this Agreement.
- 6.3. For the purposes of this Agreement, the term “staff representative” shall mean:
- A general staff union member or accredited union official of the CPSU or NTEU or a general staff member of the University, covered by this Agreement nominated by an affected general staff member(s) of the University;
- 6.4. The University recognises the rights of entry of a person who holds an appropriate permit under the Fair Work Act 2009, as amended.
- 6.5. Staff representatives who are staff members of the University will, on written notification to the Vice Chancellor, be allowed reasonable time from usual duties, with pay, to represent staff in relation to this Agreement.
- 6.6. Staff members of the University who hold official positions with the CPSU and NTEU may also be granted leave of absence with pay to undertake training of up to 5 days per calendar year per staff representative on the following conditions:
- 6.6.1. The content of the training will enhance their role in carrying out representational functions under this Agreement; and
 - 6.6.2. The University’s operating requirements permit the granting of the leave and is subject to the normal leave approval process. Other forms of leave may be utilised should 5 days per calendar year be exceeded.
- 6.7. Up to two general staff members who hold formal senior positions in the CPSU and NTEU may apply for up to a combined total of ten (10) days per union, per calendar year paid leave to attend its respective national, state conference or other equivalent official forums. These general staff members may also access their training leave under sub-clause 6.6 for the purpose of attending official union forums. A

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Leave Application form must be completed with supporting documentation attached and forwarded to the Manager Staff Relations. Leave will be subject to the University's normal leave approval processes.

- 6.8. Staff and accredited union officials of the unions covered by this Agreement will be invited to attend the University's induction process, currently known as "Getting to Know Your University".
- 6.9. The University shall maintain a payroll deduction facility for union membership contributions in accordance with the University's standard procedures for deductions.
- 6.10. While the University provides staff representatives employed as general staff by the University with access to the University's electronic mail system for the purposes of carrying out functions under this Agreement, Information Technology policies apply to all users of the University's information technology facilities and acceptance of the policies and associated rules governing the use of IT facilities is a condition of use. Staff representatives may also have access to the University's internal mail system for the purposes of carrying out functions under this Agreement, however compliance with all internal mail policies is a condition of its use.
- 6.11. Staff representative may, with the approval of the University, hold meetings of the general staff on the premises of the University at times and locations agreed between the staff representative and the University to discuss matters pertaining to their employment including matters arising under this Agreement, provided that adequate notice shall be given to the University of the intention to hold such meeting and the location thereof, and that such meetings shall not be held during working hours.
- 6.12. With the approval of the University, staff members may vary their meal breaks to allow them to attend such meeting, provided that they make up any time lost, on that day. Approval to vary meal breaks needs to be sought at least 48 hours prior to any meeting so alternate working arrangements can be made where necessary. The University will not unreasonably refuse a request to vary a meal break provided adequate notice is given.

7. CONSULTATIVE COMMITTEE

There will be a joint Consultative Committee to consult on and discuss the implementation of this Agreement. In addition, the Consultative Committee may act as one of the forums for discussion of workplace change, workplace issues, data and policies as provided for in this Agreement.

The joint Consultative Committee will include up to five University management representatives and up to 3 representatives nominated by each Union covered by this Agreement. The Committee will meet on a regular basis at intervals of not more than two months. However, a representative may instigate a Consultative Committee meeting, where required, within seven (7) days' notice.

8. ANTI-DISCRIMINATION AND GRIEVANCES

- 8.1. The University will maintain and follow policies covering areas of Employment Equity and Diversity and the prevention and appropriate management of grievances, bullying, harassment and discrimination. These policies assist the University and the University community to meet the legal obligations under the applicable state and federal laws.
- 8.2. While these policies attempt to provide frameworks to resolve complaints raised, nothing in this Clause shall detract from the right of an employee or the University to pursue a matter of discrimination in the relevant State or Federal tribunal.
- 8.3. The University is committed to reviewing these policies and such reviews will be done in consultation with staff and the University's Employment Equity and Diversity Committee which has CPSU and NTEU representation.
- 8.4. Matters dealt with in accordance with the policies referred to in this Clause shall not be subject to Clause 9 – Disputes Resolution Procedure.

9. DISPUTES RESOLUTION PROCEDURE

- 9.1. If during the operation of this Agreement, except in the case of a matter that affects the health and safety of general staff and general casual employees, a clear emergency or a matter otherwise specifically exempted within the provisions of this Agreement, a dispute arises as to:

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- 9.1.1. the operation of the provisions of this Agreement; or
- 9.1.2. the interpretation of the meaning or application of any of the provisions of this Agreement and the National Employment Standards in the Fair Work Act (other than a dispute about whether the University had reasonable business grounds under sub-sections 65(5) or 76(4) of the Fair Work Act);
- the following procedure shall apply.
- 9.2. At any stage during this process a staff member(s) may choose to be represented by or seek the advice or assistance of their staff representative(s) who may be a general staff member, a general staff union delegate or an accredited union official of the CPSU or NTEU.
- 9.3. The staff member(s) concerned shall normally in the first instance raise the matter in dispute with their supervisor. If it is considered inappropriate to do so the staff member(s) should raise the matter with the Head of Unit (as provided in sub-clause 9.4 below). It is reasonable to expect that the supervisor or Head of Unit as applicable will respond within 3 working days.
- 9.4. If the matter in dispute remains unresolved and the staff member(s) requires further action in relation to the disputed matter, the staff member(s) shall state such matters, preferably in writing, to be referred to a meeting with University management. A staff representative may also initiate a matter on behalf of a staff member with University management.
- 9.5. A meeting with University management will be convened as soon as reasonably possible but normally within 5 working days to resolve the matter in dispute referred to above. The meeting shall include University management representatives, the staff member(s) and/or where requested their staff representative(s). The staff member(s) will be given a reasonable opportunity to explain the matter in dispute and the outcome they are seeking. The staff member(s) views will be considered and a response will be provided within 3 working days of the meeting in writing. Any resolution will also be recorded in writing.
- 9.6. Until such time as the procedures in the Clause have been completed:
- 9.6.1. work shall continue in the normal manner;
- 9.6.2. no industrial action shall be implemented by any party to the dispute;
- 9.6.3. subject to sub-clause 9.8 below, the University shall maintain the pre-existing work, staffing or organisation of work arrangements
- 9.7. If the above processes have been followed and the dispute remains unresolved, the following steps will apply:
- 9.7.1. In the first instance either party to the dispute may refer the matter to Fair Work Australia (FWA) for assistance in seeking to resolve the matter by mediation or conciliation to the extent that it relates to a dispute arising under sub-clause 9.1 unless otherwise excluded under the terms of this Agreement. Parties to the dispute will participate in conciliation.
- 9.7.2. If the matter is not able to be resolved under sub-clause 9.7.1 above either party to the dispute may refer the matter to FWA for arbitration unless FWA determines that it does not have jurisdiction.
- 9.7.3. An arbitrated decision by FWA will be implemented subject to either party to the dispute exercising any right to appeal the decision to the Full Bench of FWA.
- 9.7.4. Either party to the dispute may engage legal counsel to assist in any proceedings in FWA.
- 9.8. In special cases, and where both parties to the matter in dispute agree, the assistance of a mutually agreed private conciliator may be sought. If a referral is not made to FWA, or a private conciliator, within 10 working days after the process described in sub-clauses 9.2 to 9.5 is complete then work shall continue in accordance with the reasonable direction of the University provided that neither party shall be prejudiced in the resolution of the matter in dispute.

PART 2 – SALARIES, PROGRESSION, PROMOTION AND BENEFITS

10. SALARY INCREASE

Salary increases have been made prior to the approval of this Agreement of 4% from 31 March 2009 and 4% from 31 March 2010. This Agreement provides for further salary increases of:

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- 4.00% from 31 March 2011
- 2.00% from 31 March 2012
- 2.25% from 30 September 2012
- 2.00% from 31 March 2013
- 2.25% from 30 September 2013

All the above salary increases are reflected in Schedule A of this Agreement.

Continuing and fixed term staff who are employed by the University on the date this Agreement is made will receive a one-off bonus payment of \$1000 (pro-rated for part-time staff). This payment does not apply to casual employees.

11. SALARY STRUCTURE

The 5 level broadbanded salary structure described in Schedule A is designed to maintain skill levels across the full range of jobs, i.e. whether administrative, technical, general or professional; to ensure a remuneration base for positions requiring the same skill levels; and to create a simplified classification structure.

12. CLASSIFICATION CRITERIA

The salary of a general staff member on appointment shall be to a classification level and step in Schedule A. The basis for the allocation of a salary level or levels, to any position or classification covered by this Agreement shall be on the determination of the appropriate level that accords with the Work Level Descriptors set out in Schedule C of this Agreement.

13. INCREMENTAL PROGRESSION

13.1. Permanent, fixed-term and seasonal/part year or annualised general staff members in Levels 1-2 to 6-7, other than those staff members who have reached the competency bar within Levels 1-2, 3-4 and 6-7 or who are at the top of the classification level, are entitled to be considered for incremental progression through the steps within the level on an annual basis. This consideration is subject to satisfactory performance in accordance with the relevant classification level and the process for consideration of incremental progression as prescribed in Clause 30 - Performance Enhancement and Planning. A staff member will not be disadvantaged in receipt of an increment if a recent performance planner has not been completed through no fault of that staff member. The process for consideration of incremental progression for Level 8/9 staff is as prescribed in Clause 31 – Performance Enhancement and Planning for Level 8-9.

13.2. A general staff member may be eligible for consideration of accelerated incremental progression in accordance with the University's relevant policies and procedures. This process including any decision is not subject to review or any dispute resolution process under this Agreement.

13.3. This Agreement provides for broadbanded classifications with competency bars at Levels 1-2, 3-4 and 6-7 which are consistent with the Work Level Descriptors in Schedule C.

The salary scales specified in Schedule A of this Agreement specify salary points where a progression bar exists. Staff will have the opportunity to seek advancement beyond such competency bars by demonstrating attainment against specified competency profiles.

Progression beyond the competency bars are contingent on the requirements set out below:

13.3.1. Staff must, normally, have spent 12 months at the salary point specified as a competency bar.

13.3.2. Progression through a competency bar requires the staff member to have completed a current performance planner consistent with the requirements of Clause 30- Performance Enhancement and Planning of this Agreement.

13.3.3. Supervisors must select the relevant competency profile for the position which identifies the requirements that permit progression beyond a barrier and affirm that the position requires the use of these competencies.

13.3.4. The staff member and their supervisor must then confirm attainment of the competencies in the profile selected above and provide examples.

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13.3.5. The relevant Director or Dean reviews the information to ensure it warrants advancement beyond the barrier.

The competencies contain both a number of generic (i.e. University wide) competencies and a number of specific or streamed competencies (i.e. trades, technical, library, and administrative) commensurate within the level to distinguish the additional value of work performed at the higher level within a broadbanded position.

14. PROMOTION AND RECLASSIFICATION

14.1. Promotion and reclassification refers to the method(s) by which staff members may be promoted between the classification levels provided in Schedule A of this Agreement. The method involves an assessment of duties and responsibilities of the position with the Work Level Descriptors in Schedule C. Promotion and reclassification usually occurs because of job change or as a result of individual merit. Higher duties may be more appropriate where job changes are of a temporary nature. General staff are entitled to apply for promotion and reclassification in accordance with the University's General Staff Promotion and Reclassification Policy.

14.2.A submission for promotion and reclassification to Level 3-4, Level 5 or Level 6-7 can be initiated by either the staff member or the Head of Unit. The staff member will normally have been on the top of the salary range for at least 12 months and complied with the requirements of performance planning as prescribed in Clause 30. The University will consider the merits of the submission which includes a valid position description and evidence requirements in making a determination. All of a staff member's work is examined however the higher level work must constitute the major and substantial part of the position. Provided all documentation has been submitted and all other requirements have been met a submission will normally be assessed within four weeks of receipt in the Human Resources Division. The Head of Unit and staff member will be informed of the outcome of the submission in writing including reasons for an unsuccessful submission. Successful submissions will normally take effect from the date received in the Human Resources Division and be normally adjusted to the nearest higher salary step in the reclassified level to their current rate.

14.3. Submissions for promotion and reclassification to Level 8-9 will be reviewed by a Grading and Merit Committee. Such review will be in accordance with the University's General Staff Promotion and Reclassification Policy. The Committee will consist of 2 management representatives and 2 staff representatives nominated by the union representatives of the Consultative Committee referred to in Clause 7. The Committee will make a recommendation to the Vice-Chancellor whose decision will be final. The Human Resources Division will inform the Head of Unit and staff member of the outcome of the submission and the reasons for the decision. Successful submissions will normally take effect from the date received in the Human Resources Division.

14.4.A General Staff Promotion and Classification Review Committee will review cases where a submission by a Head of Unit is not approved and where the staff member is of the view that their classification is incorrect and their Head of Unit is not prepared to make a submission in support of this view. Such review will be in accordance with the University's General Staff Promotion and Reclassification Policy. The Committee shall consist of:

- an independent chair chosen by the Vice-Chancellor from the pool of chairpersons established for the purpose of this Clause;
- a management representative; and
- a staff representative nominated by the union representatives of the Consultative Committee referred to in Clause 7.

A recommendation will be made to the Vice Chancellor whose decision will be final. The Human Resources Division will inform the Head of Unit and staff member of the outcome of the review in writing including reasons for the decision.

The University will maintain a pool of 2 chairpersons for the purposes of providing chairpersons for the committee referred to in this sub-clause. The pool of chairpersons will be approved by the University's Administrative Committee following consultation with the Consultative Committee.

15. SALARY PACKAGING (FLEXIBLE REMUNERATION)

15.1. Notwithstanding the salary rates for various classifications in this Agreement, a general staff member may enter an agreement for an individual remuneration package, pursuant to this Clause, which may result in their salary being reduced provided that:

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- 15.1.1. The combined package of benefits including liability for fringe benefits tax, if any, and any administrative costs or charges, and the reduced salary is equivalent to the salary prescribed in this Agreement for that staff member; and
- 15.1.2. The staff member will be required to enter into an agreement with the University with terms and conditions that include:
 - 15.1.2.1. The superannuable salary for both the rate of contribution and benefit purposes is calculated by reference to the salary specified in this Agreement.
 - 15.1.2.2. For periods of paid leave the staff member retains the reduced salary and benefits.
 - 15.1.2.3. Any additional remuneration is treated as additional salary but is not taken into account for superannuation purposes other than for fulfilling the University's obligations under superannuation guarantee provisions.
 - 15.1.2.4. The staff member shall be entitled to withdraw from, or renegotiate any salary and benefits package by notice in writing on the occurrence of any of the following:
 - 15.1.2.4.1. Where any change to laws affecting all or some of the elements of the salary and benefits package involves a financial disadvantage to the staff member if they continued the salary and benefits package;
 - 15.1.2.4.2. Where an staff member proceeds on a period of leave without pay for any period greater than 5 working days; or
 - 15.1.2.4.3. Any other events or circumstances approved by the University and where 4 weeks notice in writing is provided.
- 15.2. Any withdrawal from any agreement by the staff member in accordance with this Clause shall be notified in writing to the University.
- 15.3. The University will not be responsible for any loss or disadvantage suffered by the staff member arising from:
 - 15.3.1. The cessation of any benefits payments;
 - 15.3.2. Any variation to the terms and conditions on which salary and benefits are provided, subject to the provisions of sub-clause 15.1.2;
 - 15.3.3. The termination of an individual remuneration package by either party, unless otherwise specified in this Agreement;
- 15.4. The University will exercise its best endeavours to avoid or minimise any such loss which it becomes aware of or which may arise.
- 15.5. In addition, the University will be entitled to recover any payment of salary and benefits paid in advance.

16. SUPERANNUATION

- 16.1. The superannuation guarantee legislation requires the University to make a minimum contribution to superannuation for all general staff members and general casual employees. From the commencement of this Agreement the University will make the minimum superannuation guarantee contribution on all ordinary time earnings for general staff members with a fixed term appointment of less than 2 years or a substantive appointment on a part time basis of less than 50% of full time equivalent and all general casual employees.
- 16.2. For all other general staff members the University will contribute 17% of the staff member's ordinary time earnings (employer contribution). Staff member contributions (employee contribution) will be at the required rate by their eligible superannuation fund.
- 16.3. Subject to sub-clause 16.4 below, the University's default superannuation provider is UniSuper.

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16.4. With the enactment of Superannuation Legislation Amendment (Choice of Superannuation Funds) Act 2004, notwithstanding sub-clause 16.3 above, all employees will be offered freedom of choice in respect of fund membership and all superannuation contributions. The University will make contributions to an employee's nominated superannuation fund in accordance with the requirements of Superannuation Guarantee (Administration) Act 1992 provided that the fund also complies with the Superannuation Industry (Supervision) Act 1993.

17. ANNUAL LEAVE LOADING

17.1. Annual leave loading will be paid on the first payday in December each year based on the proportion of the leave loading year (1 January to 31 December) worked by the general staff member at the ordinary rate of pay as at 31 December of the leave loading year.

17.2. General staff shall be granted an annual leave loading equivalent to 17.5% of 4 weeks (5 weeks for 7 day continuous shift workers) ordinary salary as at 31 December provided that the loading payable shall not, in any case, exceed the amount \$1309 (based on a salary of \$97,574) which shall be fully indexed to annual percentage increases in the ABS Average Weekly Earnings of all males (Australia) over the 12 months preceding the May quarter of each year. For 7 day continuous shift workers ordinary pay will include shift penalties or other allowances payable on a regular basis.

17.3. Upon resignation or termination by the University, for any reason other than misconduct, a staff member who has not been paid an annual leave loading will be paid the loading

18. PAYMENT OF SALARIES

Salaries including overtime and penalties shall be paid fortnightly into general staff members and casual employees nominated financial institution accounts.

PART 3 - TYPES OF EMPLOYMENT

19. EMPLOYMENT GENERALLY

19.1. Nothing in this Agreement shall prevent the University engaging a person in any type of employment prescribed in this Part and in accordance with this Agreement to meet its operational requirements.

19.2. Nothing in this Agreement prevents a general staff member engaging in additional work as a casual employee in work unrelated to, or identifiably separate from, the staff member's normal duties.

19.3. Nothing in this Part shall limit the number or proportion of general staff members that the University may employ in a particular type of employment.

20. INDIGENOUS EMPLOYMENT

The University has an indigenous Australian employment strategy. The University will continue to be committed to maintaining and implementing this employment strategy and the target contained therein which is currently 3%. For the purpose of maintaining and ongoing implementation of the strategy the University will have an indigenous employment steering committee which will be chaired by a Deputy Vice Chancellor of the University.

21. CONTINUING EMPLOYMENT

'Continuing employment' means all employment other than fixed term employment or casual employment. Continuing employment may be provided for on a full time or a fractional basis. Offers of continuing employment may contain a reasonable probationary period that is directly related to the nature of the work to be carried out.

22. FIXED TERM EMPLOYMENT

22.1. 'Fixed term employment' means employment is for a specified term or ascertainable period, for which the instrument of engagement will specify the starting and finishing dates of that employment (or in lieu of

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a finishing date the circumstance(s) or contingency relating to a specific task or project, upon the occurrence of which the term of the employment shall expire).

22.2. Fixed term employment may contain a reasonable probationary period that is directly related to the nature of work to be carried out.

22.3. Right to Apply for Conversion

Where the University gives notice to a general staff member on a fixed term contract in accordance with sub-clause 49.1 of this Agreement of the intention of the University to renew employment on the expiry of the contract or the general staff member has been reappointed in the same position on a second or subsequent fixed term contract, the general staff member may apply for conversion to continuing employment on the same salary and classification level provided that the staff member:

22.3.1. Has satisfactorily completed the probationary requirements and has been employed for at least 2 years of continuous service in the relevant position; and

22.3.2. Was originally appointed following a competitive, merit based selection process for the relevant position; and

22.3.3. Has performed satisfactorily in that position; and

22.3.4. Meets the current selection criteria for the position.

22.4. The University will consider the application and may refuse conversion on reasonable grounds which will normally be limited to:

22.4.1. The applicant being a genuine retiree or being employed on a pre-retirement contract; or

22.4.2. The work being performed by the staff member is predominantly related to discontinued programs; or

22.4.3. The fixed term employment is for a specific task or project or is funded by an identifiable funding source external to the University, not being funding that is part of an operating grant from government or funding comprised of payment of fees made by or on behalf of students; or

22.4.4. The fixed term employment is for the purpose of filling a temporary vacancy or to meet a curriculum requirement in vocational professional education for which recent practical or commercial experience is required; or

22.4.5. The work being performed relates to a new organisational area that has existed for less than 3 years.

22.5. Review of Position

22.5.1. Commencing twelve (12) months from the making of this Agreement the University will begin reviews of general staff fixed term positions under this Clause. From that time where any fixed term position has continued beyond 4 years it will be reviewed by the University as to whether it can be an ongoing position. Consideration will be given to whether the duties of the position are of an ongoing nature, the funding of the position and any extenuating circumstances.

22.5.2. The reasons for a position not being converted to ongoing at the time of the review will be limited to:

22.5.2.1. The position is occupied by a genuine retiree or a staff member employed on a pre-retirement or post retirement contract;

22.5.2.2. The position is substantively occupied by a staff member who is on leave of absence or on secondment.

22.5.2.3. The work undertaken for the position by the incumbent is predominantly related to discontinued programs;

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22.5.2.4. The position funding is limited and not part of core operational funds;

22.5.2.5. The work undertaken for the position is for a specific task or project with a defined period or outcome;

22.5.2.6. The position requires specialist skills or expertise which do not have a long term requirement by the University; or

22.5.2.7. The work being performed in the position relates to an area of activity where there is uncertainty about the ongoing operational needs for the work to be performed.

22.5.3. Should the position become an ongoing position, the incumbent may apply for conversion in accordance with sub-clause 22.3 above.

22.5.4. Following the initial review under this sub-clause, that fixed term position will be reviewed by the University on the renewal of any subsequent contract.

23. CASUAL EMPLOYMENT

23.1. 'Casual employment' means a casual employee engaged as such by the hour and paid on an hourly basis and includes a loading in lieu of all benefits not provided to the casual employee, including all leave entitlements, penalties and loadings. Casual employment is normally used where the work requirement is of a short duration or irregular.

23.2. Casual employees will not be required by the University to work more than 10 hours in any one day or 70 hours in any fortnightly pay cycle and thus will not work overtime. It is noted that some casual research assistants have discretion to undertake work at a time of their choosing. Where such casual employee may exceed the above parameters overtime rates do not apply.

23.3. The casual loading included in the hourly rates for casual employees shall be a casual loading of 25% in respect of casual employees. The loading will be applicable from the beginning of the first pay period commencing on or after the date of the commencement of this Agreement.

23.4. The minimum period of engagement for a general casual employee will be as follows:

23.4.1. casual employees who are students (including post graduate students) who are expected to attend the University on that day in their capacity as students shall have a minimum period of engagement of one hour. For the purpose of this sub-Clause, a student will be taken as being expected for attendance on any day Monday to Friday during the main teaching weeks of the University, other than public holidays as applied at the relevant institution.

23.4.2. casual employees with a primary occupation elsewhere (or with the University) shall have a minimum period of engagement of one hour.

23.4.3. Where the demands of the work dictate a period of no more than one hour the minimum period of engagement shall be one hour. Specific categories where this minimum period of engagement applies are weather readers, casual animal house attendants, note-takers for students with disabilities and interpreters.

23.4.4. Research assistants who on any one day can vary their hours to meet personal circumstances shall have a minimum period of engagement of one hour.

23.4.5. All other casual employees shall have a minimum period of engagement of three hours.

23.4.6. In order to meet personal circumstances, a casual employee may request and the University may agree to an engagement for less than the minimum of three hours.

24. CONVERSION FROM CASUAL TO NON-CASUAL EMPLOYMENT

24.1. General

24.1.1. A general casual employee must not be engaged and re-engaged nor have hours reduced in order to avoid any obligation under this sub-clause.

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- 24.1.2. An eligible casual employee may apply in writing for conversion to non-casual employment in accordance with the conversion provisions of this Agreement.

24.2. Offer Of Non-Casual Employment

- 24.2.1. Conversion may be to either a continuing appointment or to a fixed-term appointment. The conversion offer shall constitute (and include such other details as are required for) a new instrument of engagement from the University.
- 24.2.2. Casual employees converted under this sub-clause will not have their casual service count as service for the purpose of calculating any entitlements.

24.3. Eligibility for conversion

- 24.3.1. To be eligible to apply for conversion, a casual employee must be employed on a regular and systematic basis in the same or a similar and identically classified position in the same department (or equivalent), either;
- 24.3.1.1. over the immediately preceding period of twelve months and in those immediately preceding twelve months the average weekly hours worked equalled at least 50 per cent of the ordinary weekly hours that would have been worked by an equivalent full-time staff member; or
- 24.3.1.2. over the immediately preceding period of at least 24 months.
- 24.3.2. For the purposes of this sub-clause occasional and short-term work performed by the casual employee in another classification, job or department shall not:
- 24.3.2.1. affect the casual employee's eligibility for conversion;
- 24.3.2.2. be included in determining whether the casual employee meets or does not meet the eligibility requirements.

24.4. Application for Conversion

- 24.4.1. The University may refuse an application on reasonable grounds. Reasonable grounds include, but are not limited to, the following:
- 24.4.1.1. the casual employee is a student, or has recently been a student, other than where their status as a student is irrelevant to their engagement and the work required;
- 24.4.1.2. the casual employee is a genuine retiree;
- 24.4.1.3. the casual employee is performing work which will either cease to be required or will be performed by a staff member, within 26 weeks (from the date of application);
- 24.4.1.4. the casual employee has a primary occupation with the University or elsewhere, either as a staff member or as a self-employed person;
- 24.4.1.5. the casual employee does not meet the essential requirements of the position; or
- 24.4.1.6. the work is ad hoc, intermittent, unpredictable or involves hours that are irregular.

25. SEASONAL/PART YEAR, ANNUALISED EMPLOYMENT PAYMENT OPTIONS

- 25.1. Before being employed in either seasonal/part year employment or annualised employment a general staff member shall be given an initial choice of which of these two types of payment options they would prefer being employed under.

25.2. Seasonal/Part Year Employment

25.2.1. General

- 25.2.1.1. "Seasonal" or "part-year" staff members, are staff members appointed as such on a continuing or fixed term basis to work one or more periods or seasons in each year

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(which may be a calendar year), as identified by the University consistent with, or as subsequently varied by agreement with the seasonal or part-year staff member.

25.2.1.2. During the periods of the calendar year that the staff member is not required to perform work, the staff member's employment contract will continue. However, with the exception of periods of approved paid leave, the staff member will be deemed to be stood down without pay for such periods. Such periods will not count as service for any purpose, but will not break the continuity of service.

25.2.2. **Accrual of pay**

In respect of the periods or seasons of work for which they are engaged, seasonal, part-year staff will be paid on the same basis as comparable, full time or part time continuing staff members, as the case may be.

25.2.3. **Leave Entitlements**

Leave, including annual leave, long service leave and sick leave will accrue during hours worked. Leave, other than annual leave and long service leave, will only be available to the staff member during the periods or seasons of work for which the seasonal, part year staff members are engaged.

25.2.4. **Public Holidays**

Part-year and seasonal staff members will be entitled to the benefit of all public holidays that fall on days on which the staff member would normally work during the part or parts of the year or season or seasons that the staff member is engaged to work.

25.2.5. **Termination of Employment**

In the event that the employment of a part year or seasonal staff member ceases, for whatever reason, and the staff member has received a payment (howsoever described) in respect of work or hours which are not then worked by the staff member, that payment will be repaid by the staff member to the University as at the date of termination. The University may off-set any such amounts against any entitlements owing to the staff member.

25.3. **Annualised Employment**

25.3.1. **General**

An "annualised hours staff member" is a staff member engaged as such on a continuing or fixed term basis for a specific number of ordinary hours within any one year (which may be a calendar year), scheduled to work over a period of less than 52 weeks, as determined and offered by the University, consistent with sub-clause 24.2.1 of this Agreement, or as subsequently varied by agreement with the annualised hours staff member.

25.3.2. **Accrual of Pay**

For the purposes of payment, the total number of nominated annual hours will be averaged to a fortnightly salary.

25.3.3. **Leave Entitlements**

Annualised hours staff members will be entitled to receive the leave entitlements of a full time staff member on a proportional basis determined by the number of annualised ordinary hours required to be worked by the staff member within the year.

25.3.4. **Public Holidays**

Annualised hours staff members will be entitled to the benefit of all public holidays that fall during periods for which they are rostered to work.

25.3.5. **Overtime**

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Annualised hours staff members will be eligible for overtime in the same manner as full time staff members. In respect of such overtime hours, those overtime hours are in addition to the annualised ordinary hours for which the staff member is engaged. There is no accrual of leave entitlements (howsoever described) in respect of overtime hours.

25.3.6. Additional Hours

Where in any year, an annualised hours staff member works in excess of the number of ordinary hours in the year for which they are engaged, the payment for the additional ordinary hours will be made in the first available pay period following receipt of a valid claim. Any additional ordinary hours worked will be taken into account in the calculation of leave entitlements.

25.3.7. Alteration of Annual Hours

In the event that the number of annualised ordinary hours for which the staff member is engaged are altered by agreement then the University and the annualised hours staff member shall ensure that from the date such change takes effect, appropriate reconciliation arrangements in respect of pay and hours have been made.

25.3.8. Termination of Employment

In the event that the employment of an annualised hours staff member ceases, for whatever reason, a reconciliation of the ordinary hours worked and the payments (howsoever described) paid to the staff member, will be performed and:

- 25.3.8.1. if the staff member has received a payment (howsoever described) in respect of work or hours which are not then worked by the staff member, that payment will be repaid by the staff member to the University as at the date of termination. The staff member may off-set any such amounts against any entitlements owing to the staff member; and
- 25.3.8.2. if a staff member has performed work for which they have not yet received pay by the University, the University will pay to the staff member such amount as at the date of termination.

26. PART-TIME EMPLOYMENT

26.1. The University may employ general staff member as a part time staff member. A part-time staff member is a staff member engaged as such working a regular number of hours per week; such hours being less than the corresponding full time hours prescribed for the salary classification.

26.2. Where a part time staff member's regular number of hours per week will vary for a foreseeable period of time a variation of work hours should normally be submitted.

26.3. Where a part time staff member works hours in addition to the staff member's regular hours of work per week on an ad hoc basis, but not in excess of the ordinary hours of duty for a full time staff member, in the same classification such staff member shall be paid at the ordinary rate of pay for each additional hour so worked. The part time staff member shall accrue proportionate annual leave and long service leave for the additional hours worked.

26.4. Except where provided for in this Clause, part time staff members are entitled to access the overtime provisions under this Agreement.

26.5. A part time staff member shall be paid on a proportionate basis to the appropriate full time staff member, and shall be entitled to the provisions of this Agreement on a proportionate basis unless otherwise provided by this Agreement.

27. PROBATION

27.1. Notwithstanding anything elsewhere contained in this Agreement, the University may employ a general staff member on a probationary basis.

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- 27.2. The period of probation shall be for a period of up to six months. In all instances there will be a mid-point review after three months. Staff at Level 1-2 and 3-4 can be confirmed at the three month review providing their performance is satisfactory.
- 27.3. The supervisor must ensure that any concerns regarding performance of the staff member are identified and discussed with the staff member at the mid-point review. Identified concerns are to be confirmed in writing to the staff member. Consideration will also be given to any appropriate training or other forms of support to address those concerns
- 27.4. Where a probationary period has previously been completed by a continuing staff member and they are employed in another position at the same salary level and classification with the same or similar duties, no further probationary period will be required. If however, they are employed in another position at a higher salary and classification level, the requirement for a further probationary period will be assessed by the University on a case by case basis.
- 27.5. Where a probationary period has previously been completed by a fixed term staff member and they are employed on a second or subsequent fixed term contract for the same position, or substantially similar position as determined by the University, no further probationary period will be required. In other instances a further probationary period will apply.
- 27.6. Where a staff member is reclassified in accordance with Clause 14 (Promotion and Reclassification) there is no requirement for a further probationary period
- 27.7. Notwithstanding any provision contained elsewhere in this Agreement, the employment of a probationary staff member may be terminated by the University or the staff member upon the giving of one weeks notice or the payment or forfeiture of one week's salary where such notice is not given.

PART 4 - DEVELOPMENT AND PERFORMANCE

28. CAREER DEVELOPMENT AND TRAINING

28.1. The University is committed to training and skills acquisition and development including:

- 28.1.1. developing a more highly skilled and flexible workforce;
- 28.1.2. providing staff with career opportunities through appropriate training to acquire additional skills;
- 28.1.3. removing barriers to the utilisation of skills acquired;
- 28.1.4. equitably providing access to training for all staff.

28.2. The University will provide:

- 28.2.1. a core curriculum of training needs and skill requirements for all levels of staff.
- 28.2.2. widely available group based programs which respond to these requirements.
- 28.2.3. components which encourage the development of communication, cooperation and negotiation skills.
- 28.2.4. components which encourage the development of skills in productivity and performance measurement including, total quality management.

29. STUDY TIME

Study time is available to assist general staff members undertaking external or part-time courses approved by the University. The Study Time provisions are contained in the University's Study Time Policy.

30. PERFORMANCE ENHANCEMENT AND PLANNING

30.1. The performance planning system will be used for all continuing general staff and those with fixed term contracts where appropriate.

30.2. The goals of this system are as follows:

- 30.2.1. to maintain a high standard of work performance;
- 30.2.2. to improve work performance by highlighting the staff member's strengths and weaknesses;
- 30.2.3. to establish goals for individual development and growth;
- 30.2.4. to ensure the staff member's participation in management planning and development;

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- 30.2.5. to assist the staff member to develop their full potential;
 - 30.2.6. to acknowledge outstanding performance and give credit where due;
 - 30.2.7. to enable problems to be identified and dealt with at an early stage; and
 - 30.2.8. to provide for fair and equitable workloads.
- 30.3. Each staff member shall have a nominated supervisor and that supervisor shall be responsible with the staff member for completing the performance planner.
- 30.4. A performance planner will be required to be completed on a regular basis, with the frequency at the discretion of the staff member and supervisor. It is envisaged that this would normally occur on an annual basis. The resulting document will be kept within the unit.
- 30.5. The performance planner will, as a minimum, contain the following: a statement of planned goals for the next period, a personal development plan directed as a priority to enhance performance in the current role and career in the University and an assessment of the likely impact of workload in the coming year.
- 30.6. From time to time, certain strategic priorities should support the performance planning process e.g. client service, quality management. Where such priorities are identified, provision shall be made for them to be incorporated into the performance planner.
- 30.7. The performance planner for every supervisor will contain an upward appraisal component i.e. in the lead up to completion of the performance plan, the supervisor's staff will be asked to provide feedback on the supervisor's performance. The questions asked will canvass broad issues of supervisor performance e.g. safety, communication, staff development etc. and whether the supervisor has conducted regular performance planning sessions for all their staff. Such upward feedback is a part of the performance planner.
- 30.8. The staff member may, for whatever reason, invite another staff member to participate, in a support role, in the performance planning session. Alternatively, a staff member may request that the supervisor's supervisor participate in the career plan.
- 30.9. To maintain the intent of performance planning, the planner is separate to the procedures for managing unsatisfactory performance and disciplinary action.
- 30.10. The performance planning document will remain confidential at all times. Outcomes may be discussed with the supervisor's supervisor, but will not be discussed with other staff members. It will normally be restricted to these people except where it is required to be provided below.
- 30.11. A copy of the most recent performance planner will be required to accompany the following requests:
- 30.11.1. Probation reviews
 - 30.11.2. Incremental progression
 - 30.11.3. Accelerated incremental progression
 - 30.11.4. Promotion and reclassification
 - 30.11.5. Attraction and retention allowance
 - 30.11.6. Study time
 - 30.11.7. Development leave
 - 30.11.8. Job rotation
 - 30.11.9. External conferences funded by staff development
 - 30.11.10. any other process identified from time to time

In this context, "most recent" means the plan completed within the last 15 months but not a plan completed within the last 3 months.

A staff member will not be disadvantaged in this regard if a recent performance planner has not been completed through no fault of that staff member.

All comments made by a supervisor(s) on a staff member as part of any of these requests will be shown to the staff member who will then have the opportunity to have any comments also recorded.

- 30.12. It is acknowledged that supervisors need to be trained in the conduct of performance planning and that appropriate training sessions should be conducted on a regular basis.
- 30.13. In response to a request for a report on incremental progression, supervisors shall discuss performance of duties with the staff member not later than one month before an increment is due.

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- 30.14. Where a staff member is dissatisfied with the outcomes of a performance plan or a recommendation based upon the content of a performance plan as mentioned in sub-clause 30.11 above e.g. an increment, the staff member may appeal the matter to the Director of Human Resources. Where significant obstacles have prevented achievement, this will be taken in to account as part of the appeal. The Director of Human Resources will discuss the matter with the staff member and with the supervisor before making a decision. A staff member may request advice and assistance in this process from their staff representative.
- 30.15. Where an increment is not approved, a review will be scheduled within 6 months' time.

31. PERFORMANCE ENHANCEMENT AND PLANNING FOR LEVEL 8-9

The additional requirements for performance planning contained in this Clause apply to general staff classified in Level 8-9 only.

- 31.1. Staff in the Level 8-9 classification shall only be entitled to annual incremental progression if the conditions in this Clause are met.
- 31.2. Each staff member in this classification shall be required to prepare an annual performance agreement as part of their performance planner. This agreement shall be prepared annually with their supervisor, and shall include goals to be achieved over the forthcoming year.
- 31.3. The performance agreement shall be reviewed and approved by the relevant member of the Senior Executive of the University.
- 31.4. If all performance goals for a year are met, the staff member shall be paid the increment on the usual anniversary date. If the goals are not met, incremental progression shall be withheld until the goals are met.
- 31.5. The relevant member of the Executive is authorised to approve incremental progression if significant obstacles prevent the achievement of performance goals in any particular year.
- 31.6. Where staff member is dissatisfied with the outcomes of a performance plan or a recommendation based upon the content of a performance plan, the staff member may appeal the matter to the Director of Human Resources. Where significant obstacles have prevented achievement, this will be taken in to account as part of the appeal. The Director of Human Resources will discuss the matter with the staff member and with the supervisor before making a decision. A staff member may request advice and assistance in this process from their staff representative.
- 31.7. Where an increment is not approved, a review will be scheduled within 6 months' time.

32. PERFORMANCE OF DUTIES

- 32.1. The University may direct a general staff member to carry out such duties as are within the limits of the staff member's skill, competence and training consistent with the classification structure salary rates and Work Level Descriptors set out in this Agreement, provided any such directions are not designed to promote deskilling.
- 32.2. The University may direct a staff member to carry out such duties and use such tools and equipment as may be required provided that the staff member has been properly trained in the use of such tools and equipment.
- 32.3. Any direction issued by the University pursuant to this Clause shall be consistent with the responsibilities of all parties under OH&S legislation and the University's OH&S policies.
- 32.4. It is recognised that staff workloads can vary from time to time, particularly at certain times of the year due to operational requirements. Supervisors have a responsibility to allocate and monitor workloads. Where a staff member has a concern that their ongoing workload is excessive the staff member should discuss the matter in the first instance with their supervisor. The next line manager and/or HR Advisor can also be an avenue to discuss the staff member's concerns. Where a matter in relation to workload remains unresolved it can be referred to the Vice Principal (Administration) or nominee for consideration. Any decision of the VP(A) or nominee will be final. Any decision of the VP(A) or nominee is not subject to the dispute resolution procedures under this Agreement. A staff member can be supported by their staff representative throughout this process.

33. OCCUPATIONAL HEALTH AND SAFETY

- 33.1. The University acknowledges the need to maintain a safe and healthy workplace and to ensure compliance with the Occupational Health and Safety Act NSW 2000 and the Occupational Health and Safety Regulation NSW 2001 or subsequent enactment of the Safe Work Act (Commonwealth).
- 33.2. New staff to the University are offered OH&S induction modules or training and it is expected that all new staff will complete this training within not more than six months of commencement with the University.
- 33.3. Where a staff member has an additional designated formal OH&S role by way of their job duties or committee membership it will be recognised as a formal part of their job responsibilities.
- 33.4. The appropriate channels for raising OH&S issues include the relevant supervisor, Workplace Advisory Committee, OH&S Central Committee or the OH&S Unit. Any aspect of this Clause or OH&S generally is not subject to the dispute resolution procedures under this Agreement.

34. POSITION DESCRIPTION

Each continuing and fixed term general staff member, other than a fixed term general staff member appointed for a period of one year or less, shall, upon entry upon duty be provided with a position description which contains the designation and classification of the position occupied. It is the responsibility of the supervisor in consultation with the staff member to review the position description from time to time to accurately reflect the duties and responsibilities of the position. Where there is disagreement, the position description will be referred to the Director of Human Resources for final determination. Any decision of the Director of Human Resources is not subject to the dispute resolution procedures under this Agreement.

35. UNSATISFACTORY PERFORMANCE AND MISCONDUCT

- 35.1. The University's guidelines on unsatisfactory performance and misconduct for general staff are applied in all cases of unsatisfactory performance and possible misconduct. These guidelines were developed in consultation with members of the consultative committee under the previous Agreement. Any proposed changes to the guidelines will be subject to consultation in the Consultative Committee.
- 35.2. Where there is an ongoing or serious concern regarding a staff member's unsatisfactory performance or an instance of possible misconduct, the supervisor is required to consult with Human Resources. Should a staff member be required to attend any formal meeting as provided for under the guidelines they will be advised of details of the meeting including the purpose of the discussion, provided with access to a copy of the guidelines and their right to seek the advice or assistance of a general staff representative which by definition includes CPSU and NTEU representatives.
- 35.3. In all cases of unsatisfactory performance or possible misconduct staff can expect that they will be given opportunity to respond to any concerns or allegations. At any stage during this process the staff member may seek the advice or assistance of a general staff representative which by definition includes CPSU and NTEU representatives.
- 35.4. No adverse report against a general staff member shall be placed in a staff member's record unless that staff member has first had the opportunity to answer such report and such answer will be concurrently recorded with the adverse report.

PART 5 – WORKING ARRANGEMENTS

36. HOURS OF WORK

36.1. Weekly Hours

- 36.1.1. The hours of duty of University general staff shall be 35 hours per week.
- 36.1.2. On the commencement of this Agreement general staff who previously worked a 38 hour week under the previous Agreement i.e. employed in landscape, maintenance, construction, joinery and cleaning will move to 35 hours per week on the following basis:
- The staff member's ordinary fortnightly salary will remain the same; and

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- There will be no decrease in productivity or increase in overtime or additional staffing as a result of the change to a 35 hour week.

36.2. Span of Hours

The ordinary hours of duty (exclusive of unpaid meal breaks) for full time staff of the University of Wollongong shall be:

- 36.2.1. 35 hours per week to be worked between the hours of 6.30 am and 6.00 pm Monday to Friday in the landscape, maintenance, construction and joinery areas.
- 36.2.2. 35 hours per week to be worked by staff employed in technical, laboratory and library areas between 8.00 am and 10.15 pm Monday to Friday. In addition, for laboratory and technical staff also includes between 8.00 am and 12.00 noon on Saturday and for library staff includes between 8.00 am and 10.15 pm on Saturday.
- 36.2.3. 35 hours per week, as rostered, between the hours of 7.00 am and 11.00 pm Monday to Sunday, inclusive by staff employed as student computer facility attendants in ITS and the Library, computer facility supervisors in ITS and the Library, or information research support officers in the Library.
- 36.2.4. 35 hours per week to be worked between the hours of 8.00 am and 7.00 pm Monday to Friday by staff employed in administrative, information technology (except as provided for in 36.2.3 or 36.2.6) and related work areas. Where under this sub-clause a supervisor needs to roster staff past 6.00 pm, the supervisor will in the first instance call for expressions of interest from staff at the appropriate level with the requisite skills within the same work area prior to rostering any staff member.
- 36.2.5. 35 hours per week between the hours of 5.00 am and 9.30 pm Monday to Saturday by staff employed in cleaning. Part time staff in cleaning will work their required hours continuously without a tea break. Normal provisions for meal breaks will apply.
- 36.2.6. 35 hours per week as rostered at any time Monday to Sunday inclusive, by staff employed in the ITS Division who are primarily responsible for monitoring an electronic device that analyses the functionality and operation of the University's computer systems.
- 36.2.7. 35 hours per week between the hours of 8.00 am and 9.30 pm Monday to Friday and 8.00 am to 6.00 pm on Saturday by staff employed in the Sydney Business School and the Science Centre.

37. ROSTERED STAFF – WORK ROSTERS

Where a general staff member is required to work according to a roster, the following provisions shall apply:

- 37.1. Work rosters shall be posted in a readily accessible place.
- 37.2. All rosters shall indicate the commencement and cessation times of the ordinary hours of work of the respective shifts for each staff member.
- 37.3. Changes of shift in rosters shall be notified at least 72 hours before they become operative.
- 37.4. Changes of rosters shall be notified at least seven days prior to becoming operative provided that a shift or roster may be changed at any time to enable the function of the University to be carried on, where another staff member is absent from duty on account of illness or in an emergency, but provided further that if such alteration involves a staff member working on a day which would have been the staff member's day off, such time worked on that day shall be paid for at overtime rates.
- 37.5. Places in shifts or rosters may be interchanged by agreement between the staff member and the University, provided that the University shall not incur additional shift or overtime penalties as a consequence of the interchange.

38. SHIFT PENALTIES

38.1. Shift Definitions

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The following shift definitions will apply to all general staff and that the following allowances (shown in brackets) for shift work shall apply:

- 38.1.1. Day means the periods from midnight to midnight.
- 38.1.2. Early Morning Shift - any shift commencing before 6.30 am (10%).
- 38.1.3. Afternoon Shift - any shift finishing after 6.00 pm and at or before midnight (15%).
- 38.1.4. Night Shift - any shift finishing subsequent to midnight and at or before 8.00 am (17.5%).
- 38.1.5. Night Shift Non Rotating - any shift system in which night shifts are worked which do not rotate or alternate with another shift so as to give the staff member at least one third of their working time off night shift in each roster cycle. (30%).
- 38.1.6. Shifts worked on Saturday being 50% and Sunday being 100%.

38.2. Annualised Shift Penalty Payments

38.2.1. Shift allowances may be eliminated for those where the pattern of such payments is presently regular and systematic. Consultation on the introduction of annualised shift penalty payments for other staff will take place where it can be demonstrated that there is a regular and systematic pattern of shift penalty payments.

38.2.2. These allowances will be replaced by annualised shift penalty payments as follows:

Staff working permanent early morning shift - an additional 8.85% of their weekly hours i.e. either 15, 20 or 38 payable on a fortnightly basis irrespective of absences as a result of annual leave, sick leave, rostered days off, public holidays and University concessional days.

39. FLEXIBLE WORKING HOURS

39.1. Introduction of flexible or variable working hours should allow general staff to work ordinary hours of duty outside the daily or weekly spread of hours prescribed in this Agreement provided that ordinary duty worked under flexible or variable working hours arrangements will not attract shift penalties, weekend penalties, public holiday penalties or overtime payments.

39.2. The University's flexible working hours system as prescribed in the University's Operation of Flexible Hours of Work policy may be extended to other areas of the University where it is feasible to do so and by agreement between the relevant Head of Unit and staff concerned. The relevant Dean or Director is to provide reasons to the staff where a request for flexible working hours has been denied.

39.3. Systems with variations to the areas of core time, bandwidth, accounting period, accumulation, utilisation of credit in core time and/or lunch period may be agreed between the relevant Head of Unit and staff concerned provided that the modified system meets the operational needs of the area. Any modified system must be formally documented and operate in conjunction with the University's General Staff Time and Attendance Policy.

39.4. Any proposal to introduce the standard flexible working hours system or a modified system in accordance with this Clause into an area shall be discussed within the Consultative Committee where the affected staff member(s) so requests.

40. WORKING HOURS - MAINTENANCE AND JOINERY

A 9 day fortnight arrangement exists in the maintenance and joinery areas. Maintenance staff have staggered commencement times to ensure that needs of the Unit are met. Staff in the maintenance and joinery areas have rostered days off with a schedule agreed with the relevant supervisor.

41. MEAL BREAKS

41.1. Not less than thirty minutes and except with the permission of the University not more than one hour shall be allowed for each meal provided that where general staff are called upon to work any portion of their meal hours such time shall count as part of their ordinary working hours.

41.2. A staff member shall not be required to work overtime beyond 6:00 pm without a meal break of at least thirty minutes which shall not count as time worked. A staff member will not be required to work more than five hours without a meal break.

41.3. This Clause shall not apply to staff members who are shift workers where no meal break is taken but a paid crib break is allowed.

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41.4.A staff member is allowed a morning tea break which is limited to a total absence from work of 15 minutes. There is no afternoon tea break.

42. WASHING TIME

Five minutes shall be allowed at a meal time and at the end of the working day for the purpose of washing, where dirty working conditions so require.

43. OVERTIME

43.1. The University may require a general staff member to work reasonable overtime. Wherever possible, a staff member shall be given at least forty-eight hours notice of any overtime to be worked. Where such notice is not given, a staff member shall not be required to work overtime where they can satisfy the University that there is good and sufficient reason why they cannot work overtime that day.

43.2. Where overtime is worked as required by the University:

43.2.1. All overtime worked outside ordinary or rostered hours of duty shall be paid for at the rate of time and one-half of the ordinary rate of pay for the first 2 hours and double the ordinary rate of pay thereafter.

43.2.2. All overtime worked between midnight Saturday and midnight Sunday shall be paid for at double the ordinary rate of pay with a minimum payment of 4 hours. Where overtime is performed for essential work on Sundays for feeding animals, watering, etc. and such overtime is of a duration of less than 3 hours, the minimum payment shall be for 3 hours.

43.2.3. All overtime worked on a public holiday shall be paid at two and one half times the ordinary rate of pay with a minimum payment of 4 hours. Where overtime is performed for essential work for feeding animals, watering, etc. and such overtime is of a duration of less than 3 hours, the minimum payment shall be for 3 hours.

43.3. When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that staff have at least 10 consecutive hours off duty between the work of successive days:

43.3.1. A staff member who works so much overtime between the termination of ordinary duty on one day and the commencement of ordinary duty on the next day that there is not at least 10 consecutive hours off duty between those times shall be released after completion of such overtime until the staff member has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence, and such staff member shall not report for duty during the next period of ordinary duty before the expiration of a period of not less than 10 hours of duty from the completion of the overtime worked unless directed otherwise by the University.

43.3.2. If on the instructions of the University such a staff member resumes or continues work without having had such 10 consecutive hours off duty, the staff member shall be paid at overtime rates until the staff member is released from duty for such period and the staff member shall then be entitled to be absent until the staff member has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

43.3.3. For shift workers 8 hours is substituted for 10 hours when overtime is worked for the purpose of changing shift rosters, or where a shift worker does not report for duty and a day worker or a shift worker is required to replace such shift worker.

43.4. Where a staff member has been instructed to report for duty for pre-arranged overtime on a day which the staff member would not have been required to work and on reporting for duty on that day finds that no overtime is available, the staff member shall be paid 3 hours overtime at the overtime rate for that day.

43.5. Each day's overtime shall stand alone and shall be calculated to the nearest quarter of an hour.

43.6. Time worked within University approved flexible or variable hours of work systems do not attract overtime payments.

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- 43.7. Staff at the Level 8-9 salary classification are not entitled to overtime payments. The University may in special circumstances approve payment or time off in lieu.
- 43.8. Where a staff member performs duty in respect of which the staff member is entitled to receive any overtime payment and the staff member is agreeable to the granting of time off in lieu of overtime payment, the University may, instead of making that overtime payment, grant to the staff member time off for a period equivalent to the full overtime payment in hours which would have been payable e.g. 4 hours overtime worked at double time is equal to 8 hours time off in lieu (TOIL) of overtime payment.
- 43.9. The maximum number of hours of TOIL of overtime payments that may be accumulated under this Clause by a staff member shall not exceed the number of hours in the staff member's ordinary working week.
- 43.10. Time off which is accumulated pursuant to this sub-clause shall be taken at a time mutually agreed upon between the staff member concerned and the University, provided that the time off shall be taken within a period of 3 months from the time that the overtime was performed.
- 43.11. Staff members called back for work after leaving the University's premises shall be paid at the appropriate overtime rate for a minimum of 4 hours. Each call shall stand alone. This sub-clause shall not apply in cases where it is customary for a staff member to return to the University's premises to perform pre-arranged overtime or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of normal working time.

44. STAFF MOBILITY

- 44.1. A continuing general staff member may be transferred to another vacant position at the same level without advertisement of the vacancy being required.
- 44.2. This provision also applies to continuing staff members wishing to transfer from a part time position to a full time vacancy at the same level or from a full time position to a part time vacancy.
- 44.3. The staff member seeking the transfer must either meet any essential requirements of the position being sought or be able to obtain those requirements within six months.
- 44.4. Such transfers are at the discretion of the University as to whether they occur or the vacancy is advertised. However, where a staff member's request for such a transfer is not approved, reasons will be provided to the staff member in writing.
- 44.5. In some cases, approval may be given by the University to a trial arrangement for a period of up to nine months.

45. MEDICAL EXAMINATIONS

- 45.1. Where a general staff member has engaged in work duties associated with infectious or contagious material or infected animals; working continuously with toxic substances the staff member shall be refunded the cost incurred in obtaining medical examinations and reports subject to the prior approval of the University. A staff member shall be provided with a copy of such reports upon request.
- 45.2. Staff engaged in the handling, preparation of, or other work involving exposure to radioactive or ionising radiation sources or x-rays shall be provided by the University medical examinations as required by law.
- 45.3. A staff member is engaged on work which makes the staff member more than normally liable to contract tetanus the staff member shall be refunded the cost incurred in obtaining immunisation injections subject to the prior approval of the University.

46. ALLOWANCES

46.1. Overtime Meal Allowances

A general staff member when required to work overtime will be paid a meal allowance in addition to any overtime payment as follows:

- 46.1.1. when required to continue working beyond two hours immediately after their normal finishing time (except when the overtime work ceases no later than 6.00 pm); or

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- 46.1.2. when required to work overtime for more than five hours on a Saturday, Sunday or Public Holiday; or
- 46.1.3. when required to commence duty at or before 6.00 am being at least an hour before the staff member's usual starting time.

The University will review this allowance annually in accordance with the sum approved by the Australian Taxation Office and update these allowances on the University's website.

46.2. First Aid Allowances

A general staff member appointed as a University first aid officer shall be paid an allowance at the rate of \$609 per annum during the period of appointment, provided that the staff member possesses a current (Senior) First Aid Certificate as prescribed by Workcover NSW. This rate will be adjusted annually in accordance with the December annual CPI movement.

46.3. Travel and Meal Allowances

General staff members will be reimbursed for travel and associated expenses incurred on University business. Reimbursement may be on the basis of reimbursement of actual expenses or payment of per diem allowances. Approval, organisation and reimbursement must be consistent with the University's policy on travel and entertainment. Work absences due to travel on University business must be recorded through the travel authorisation process.

The quantum of travel, mileage and meal allowances payable by the University shall be consistent with the allowances approved by the Australian Taxation Office (ATO) as reasonable and shall be adjusted consistent with ATO movements during the life of this Agreement.

46.4. Higher Duties Allowance

- 46.4.1. A staff member who is appointed temporarily to perform all of the duties of a higher classified position for a period of 5 days or more will be paid an allowance for all the time during which the staff member performs such duties. The rate of the allowance shall be the difference between the staff member's ordinary rate of pay and the minimum salary of the higher classified position.
- 46.4.2. A higher duties allowance will not be paid to a general staff member for a period exceeding six months unless the opportunity has been competitively advertised as either an internal secondment or a full advertisement.
- 46.4.3. A staff member may be appointed to temporarily act in a higher role even if they do not meet the minimum requirements for the position. Where there is a suitably qualified applicant, an unqualified applicant should not be appointed to the position. A full allowance normally will not be approved for a staff member without the minimum requirements of the position.
- 46.4.4. No allowance shall be payable to a designated relieving staff member or a relieving staff member who is recognised as the deputy or assistant of a more senior staff member and whose normal duties as specified by their job description include deputising for that more senior staff member.
- 46.4.5. Staff members who undertake a significant proportion of the duties of a higher level position, but not all of the duties, will at least be paid an allowance to a salary step half way between their substantive level and the minimum of the level to which they are relieving.
- 46.4.6. A staff member who receives a higher duties allowance will be paid such an allowance for all approved paid leave while receiving the higher duties allowance.
- 46.4.7. While relieving in a higher position, the staff member's eligibility for incremental progression on their substantive position remains unchanged. In the case where a staff member receives an increment at their substantive level during a period of relief, the higher duties allowance shall remain unchanged.

46.5. Trades Allowances

A range of other allowances are payable to trades staff in specific circumstances and are listed in Schedule B. These allowances will be adjusted in accordance with future salary increases provided for in this Agreement

46.6. Clothing and Safety Equipment

Where the University requires a general staff member to wear a uniform, protective clothing or safety equipment, such uniform, protective clothing or safety equipment shall be provided by the University and, where appropriate, be maintained, laundered, dry-cleaned or replaced at the expense of the University. Provided that, the University may pay an appropriate allowance to the staff member concerned in lieu of maintaining, laundering, dry-cleaning or replacing such uniform, protective clothing or safety equipment. Any clothing or safety equipment which is provided by the University pursuant to this sub-clause shall remain the property of the University and shall be returned by the staff member on the termination of their employment with the University.

PART 6 – EFFICIENCY AND CHANGE

47. MANAGING CHANGE

The process for implementing significant workplace change is as follows:

- 47.1. It is acknowledged that sound management of workplace change requires the involvement of general staff who will be affected by that change.
- 47.2. Categories of workplace change subject to this clause may include changes in the composition, operation or size of the workforce or in the skills required; the enhancement, elimination or diminution of job opportunities, promotion opportunities or job tenure; the need for retraining or transfer of staff members to other work or locations, hours of work of a group or unit, the restructuring of jobs and changing work practices.
- 47.3. Where significant workplace change as described under sub-clause 47.2 above, affects staff within a faculty or other unit of the University, the University will directly consult with the staff members affected and advise them they may be represented by their staff representative(s). If a staff member elects representation, the staff representative(s) will advise the University and will be included at all stages of the consultation process. At the request of the affected staff member(s) the workplace change will also be discussed within the Consultative Committee in accordance with the provisions of this Clause.
- 47.4. Staff members will be entitled to request the advice or assistance of their staff representative(s), as applicable, at any stage of discussion of the change who may be a general staff member, a general staff union delegate or an accredited union official of the CPSU or NTEU
- 47.5. University management responsible for any such proposal must notify affected staff that such a proposal is within contemplation in a reasonable period prior to the finalisation of the decision. The University must ensure that sufficient and relevant information is provided to the affected general staff to allow them to understand the extent and nature of the change proposal; reasons for making the change; timeframe for change; and, the details of likely staffing impacts, including possible redundancies and relocations.
- 47.6. The consultation shall commence as soon as possible after it becomes clear that a change is contemplated.
- 47.7. For the purpose of the consultations, University management shall provide the staff members likely to be affected and where requested their staff representative(s) with sufficient information.
- 47.8. As indicated in sub-clause 47.5 above the University management shall allow sufficient time for the consultations and shall give consideration to matters raised by those affected and where requested their staff representative(s) before reaching a definite decision. This process should normally be completed within a 5 week period.
- 47.9. All affected general staff and where requested their staff representative(s) will be advised of any changes subsequently recommended; the rationale for such changes; and will have an opportunity to comment on the recommendations.

- 47.10. The process of implementation of any recommendations resulting in changes listed in sub-clause 47.2 above will be in good faith and will proceed after such consultation. Staff and their representatives will be consulted during the implementation process.
- 47.11. Where changes are likely to lead to the need for forced retrenchment the University shall ensure that reasonable measures are taken including:
- 47.11.1. all practical avenues of redeployment have been considered;
 - 47.11.2. appropriate staff at the same level in similar categories of employment have been asked to consider voluntary redundancy to create redeployment opportunities;
 - 47.11.3. all positions currently vacant or likely to become vacant in the near future (e.g. through retirement) have been considered as alternatives for redeployment.
- 47.12. Where the change involves a restructure or implementation of a new structure positions that have not substantively changed will continue to be filled by the incumbent in accordance with their continuing or fixed term contract of employment. Where new positions have been created any staff member at the same classification level displaced or likely to be displaced in the restructure may lodge an expression of interest in those positions in the first instance. Should any expression of interest be unsuccessful, the University may proceed to fill those positions in accordance with its normal recruitment procedures.
- 47.13. Only after the above factors have been considered and any relevant procedures have been followed shall the University consider the use of forced retrenchment to adjust its staffing profile and shall act in accordance with Clause 48 – Voluntary Redundancy, Redeployment and Retrenchment of this Agreement.
- 47.14. Any disputes in relation to the application or operation of this Clause shall be dealt with under Clause 9 - Disputes Resolution Procedure.

PART 7 – VOLUNTARY REDUNDANCY, REDEPLOYMENT AND RETRENCHMENT; NOTICE OF TERMINATION AND SEVERANCE PAY

48. VOLUNTARY REDUNDANCY, REDEPLOYMENT AND RETRENCHMENT

- 48.1. The provisions of this Clause shall operate consistent with the provisions of Clause 47 - Managing Change.
- 48.2. The University is committed to redeploying displaced general staff members whenever this is possible including the opportunity to express interest in redeployment or voluntary redundancy.
- 48.3. A staff member is displaced when the University advises that staff member (or a group of staff members) that their position is no longer required. Displaced staff members may then elect to either accept immediate voluntary redundancy or seek active redeployment. This election will be sought in writing from the relevant staff member(s) with one week to respond unless there are extenuating circumstances. Should a staff member fail to respond within the required timeframe, the University will proceed to immediate retrenchment.
- 48.4. Where a staff member elects, at the time of being advised of displacement, not to pursue redeployment but rather for immediate redundancy the staff member will be entitled to 24 weeks notice or payment in lieu of all or part of this notice period.
- 48.5. Where a staff member elects to be redeployed, an active placement process will be undertaken by the University during the notice period of 24 weeks from the date that a displaced staff member elects to be considered for redeployment. Where a staff member has sought redeployment but a suitable position has not been found within the specified period above, the staff member will be retrenched at the end of the notice period.
- 48.6. At any time during the 24 week notice period, the staff member may elect to terminate the redeployment process and be retrenched. The staff member will only receive any balance of the 24 weeks notice period not already worked.

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- 48.7. Where a staff member and the University agree to a trial, the redeployment period provided in sub-clause 48.5 will be suspended for the duration of the trial. A suspension of the redeployment period to allow for a trial may only occur once.
- 48.8. The active placement process referred to in sub-clause 48.5 will be maintained in the University's Redeployment procedure.
- 48.9. During the placement period as prescribed in sub-clause 48.5, the displaced staff member may continue to work in their own work unit; and/or work temporarily in another work unit; and/or undertake training. This process will be co-ordinated by the Human Resources Division in consultation with the relevant manager(s). Staff members will be entitled to seek the advice and assistance of their staff representative, during the redeployment process.
- 48.10. No reasonable offer of redeployment to a position at the same level performing similar duties will be refused by a displaced staff member who elects to be considered for redeployment. Refusal of a reasonable offer of redeployment will result in cancellation of the election to seek redeployment made in sub-clause 48.3.
- 48.11. A staff member who has agreed to be redeployed to a position at a level lower than their previous salary level will receive salary maintenance at their previous rate of pay for a period of 52 weeks. Following this period the staff member will be paid at the rate of pay for the position into which they have been redeployed.
- 48.12. During the redeployment period specified in sub-clauses 48.5 or 48.6 a displaced staff member will be eligible for appropriate out placement support; and a reasonable amount of time without loss of pay to attend job interviews or other job search activities.
- 48.13. A staff member who has elected a voluntary redundancy or is retrenched will be entitled, to a severance payment (pro-rated for part time service in accordance with sub-clause 26.5) calculated on the basis of 4 weeks pay where the length of service is less than 1 year and for service in excess of 1 year, 2 weeks pay for each additional completed year of continuous service up to a maximum of 36 weeks. For the purposes of this Clause, breaks of up to 2 months between fixed term or continuing contracts of employment with the University will not be regarded as a break in service. However, the period between the two contracts of employment shall not be taken into account in determining the length of continuous service.
- 48.14. A staff member aged 45 years or more shall be entitled to an additional 4 weeks pay.
- 48.15. The maximum number of weeks payable under this Clause shall be 64 weeks.
- 48.16. Weeks pay means the ordinary time rate of pay for the staff member concerned.

49. NOTICE OF TERMINATION

49.1. Notice Periods for Fixed Term Contracts

- 49.1.1. The University shall provide a fixed term general staff member, other than a staff member engaged as a replacement staff member or on a pre-retirement contract, written notice of the University's intention to renew, or not to renew, employment upon the expiry of the contract. Such notice shall be prior to the specified end date of the contract and in accordance with the table in sub-clause 49.2.1 below.
- 49.1.2. Where, because of circumstances relating to the provision of specific funding to support employment, external to the University and beyond its control, the University is not reasonably able to give the notice required by sub-clause 49.2 below, it shall be sufficient compliance with this sub-clause if the University:
- 49.1.2.1. advises those circumstances to the staff member in writing at the latest time at which the notice would otherwise be required to be given, and
 - 49.1.2.2. gives notice to the staff member at the earliest practicable date thereafter.

49.2. Notice of termination by the University

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- 49.2.1. In order to terminate the employment of a continuing full time or part time staff member the University shall give to the staff member the period of notice specified in the table below:

Period of Continuous Service	Period of Notice
Less than 1 year	1 week
1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks

- 49.2.2. In addition to this notice, staff members over 45 years of age at the time of the giving of notice with not less than two years of continuous service, are entitled to an additional week's notice
- 49.2.3. Payment in lieu of the notice will be made if the appropriate notice period is not required to be worked. Employment may be terminated by the staff member working part of the required period of notice and by the University making payment for the remainder of the period of notice.
- 49.2.4. In calculating any period in lieu of notice, the wages a staff member would have received in respect of the ordinary time they would have worked during the period of notice had their employment not been terminated will be used.
- 49.2.5. The period of notice in this Clause, shall not apply in the case of dismissal for conduct that justified instant dismissal including inefficiency within the first fourteen days, serious or wilful neglect of duty or misconduct and in the case of casual employees or staff members engaged for a specific period of time or for a specific task or tasks.

49.3. Notice of termination by the staff member

- 49.3.1. The notice of termination required to be given by a staff member is the same as that required of the University, save and except that there is no requirement on the staff member to give additional notice based on the age of the staff member concerned.
- 49.3.2. If the staff member fails to give notice, the University has the right to withhold monies due to the staff member to a maximum amount equal to the ordinary time rate of pay for the period of notice.

50. SEVERANCE PAY

50.1.A fixed term staff member, other than a staff member who is employed in a fixed-term contract as a replacement staff member or in a fixed term pre-retirement contract, whose contract of employment is not renewed in circumstances where the staff member seeks to continue the employment shall be entitled to a severance payment, in accordance with the Schedule below, in the following circumstances:

- 50.1.1. The staff member 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
- 50.1.2. The staff member is employed on a fixed term contract and the duties of the kind performed in relation to work continue to be required but another person has been appointed, or is to be appointed, to the same or substantially similar duties.

Period of Continuous Service	Severance Pay
Less than 1 year	Nil
1 year and up to completion of 2 years	4 weeks' pay
2 years and up to the completion of 3 years	6 weeks' pay
3 years and up to the completion of 4 years	7 weeks' pay
4 years and up to the completion of 5 years	8 weeks' pay
5 years and up to the completion of 6 years	10 weeks' pay
6 years and up to the completion of 7 years	11 weeks' pay
7 years and up to the completion of 8 years	13 weeks' pay
8 years and up to the completion of 9 years	14 weeks' pay
9 years and up to the completion of 10 years	16 weeks' pay
10 years and over	18 weeks' pay

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- 50.1.3. Weeks pay means the ordinary time rate of pay for the staff member concerned.
- 50.1.4. Provided that the severance payments shall not exceed the amount which the staff member would have earned if employment with the University had proceeded to the staff member's normal retirement date.
- 50.2. Where the University advises a staff member in writing that further employment may be offered within six weeks of the expiry of a period of fixed term employment, then:
- 50.2.1. The University may defer payment of severance benefits for a maximum period of four weeks from the expiry of the period of fixed term employment.
- 50.2.2. The University, in a particular case, may make application to the FWA to have the general severance payment varied if the University obtains acceptable alternative employment for the staff member.
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PART 8 - LEAVE

51. LEAVE APPLICATION

All leave (including flexi time) is to be requested and approved via the on-line Web Kiosk system prior to taking such leave (or in the case of sick or family leave upon return to work). Where this is not possible, alternative arrangements will be specified by the University.

52. ANNUAL LEAVE

- 52.1. General staff members, are entitled to 20 (25 for 7 day continuous shift workers) working days per annum of annual leave in addition to any Public Holiday occurring during such period of annual leave. Annual leave will accrue pro-rata from the date of commencement of employment.
- 52.2. Fixed-term staff may be required to take all accumulated annual leave during the fixed period of the contract provided that any such requirement will be stated in the offer of appointment and the staff member and their supervisor will be reminded of any such requirement at least two months prior to the end of the fixed-term contract. In such circumstances a staff member will be given the opportunity to take their accrued annual leave.
- 52.3. The balance of any annual leave shall be payable to a staff member on termination of employment with the University, for whatever reason. The monetary value of all annual leave for which the staff member was eligible at the time of death shall be paid to the staff member's legal personal representative, unless paid by the University to the staff member's widow or widower or to the guardian of the infant children of the staff member.
- 52.4. The leave will normally be taken at a time of the staff member's choosing. However, annual leave may not be approved where it adversely affects operational requirements. When this occurs, the reasons must be provided to the staff member. Any request for leave will not be unreasonably refused and can be referred to the Director of Human Resources for review whose decision shall be final.
- 52.5. Staff members must take at least 15 days annual leave in each leave year. Where a staff member does not meet this requirement in any leave year, the University may direct the staff member to take the required amount of leave; as far as practicable the wishes of the staff member concerned shall be taken into consideration when determining the time of taking such leave. It is recognised that staff may make plans to take an extended annual leave absence. Accordingly where a staff member makes a compelling case for a deferral of the requirement to take 15 days annual leave, the Vice-Chancellor or nominee may approve a deferral, subject to a requirement that 30 days be taken within 2 years.
- 52.6. A staff member may accumulate annual leave up to a maximum of 40 days, subject to the other provisions of this Clause. The University may direct a staff member to take annual leave accrued in excess of this amount. Provided that before such annual leave is directed to be taken the staff member shall be advised in writing that annual leave is at or in excess of the maximum of 40 days and given the opportunity to take the annual leave by submission of a leave application within 2 months of being advised.

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Should a leave application not be submitted within 2 months of being advised the staff member shall be directed in writing to take annual leave on the dates specified.

- 52.7. Should a staff member exceed the maximum accrual amount under sub-clause 52.6 at the time of the commencement of this Agreement, the staff member will be given a period of 6 months to reduce the excess before being directed to take the excess leave.
- 52.8. In exceptional circumstances, the Vice Principal (Administration) may approve a higher balance of annual leave for a period of time that is in excess of the maximum outlined in sub-clause 52.6
- 52.9. If a staff member has been absent from duty on leave without pay for more than five working days in all, in any year (being a period of 12 months commencing on the anniversary of the date which the staff member commenced the current period of employment with the University) the period of absence from duty on leave without pay shall not be counted as service for the purpose of determining eligibility for annual leave in that year.
- 52.10. Where a staff member is granted and takes long service leave or parental leave on half pay, the period of such long service leave shall be taken into account to the extent of one half thereof only in determining the accrual of annual leave.
- 52.11. Where a staff member, who is eligible for sick leave, produces a satisfactory medical certificate that the staff member has been incapacitated for a period of one week or more whilst on annual leave, the University shall recredit the staff member with an equivalent period of annual leave, provided that no such recredit shall be granted to a staff member on annual leave prior to retirement, resignation or termination of services.
- 52.12. A staff member may once per calendar year make written application to the Director of Human Resources to cash out annual leave provided the staff member maintains a minimum balance of 20 days. A minimum of 5 days at any one time may be cashed out. On payment of the cash equivalent of the leave the staff member's annual leave balance will be debited accordingly. Notwithstanding the provisions of this sub-clause, a staff member is still required to take a minimum of 15 days annual leave each year as provided for in sub-clause 52.5.

53. PUBLIC HOLIDAYS AND UNIVERSITY CONCESSIONAL DAYS

- 53.1. General staff members (other than casual employees) who are not required for duty, shall be allowed to observe the following days, or substitute days, as holidays without loss of pay:
- 53.1.1. New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day;
 - 53.1.2. all other proclaimed Public Holidays for the State of New South Wales, and
 - 53.1.3. concessional days being all other days falling between Christmas Day and New Year's Day. (Concessional days are in lieu of previously existing University holidays, Bank Holiday, Picnic Days and concessional half days before Easter and Christmas Day.)
- 53.2. A staff member who is required to work on a Public Holiday will, for ordinary hours of duty actually worked, be paid at 1.5 times in addition to their ordinary rate of pay. Provided that the additional payment will be in substitution for any shift allowance or penalty applicable and not in addition to it for the hours worked.
- 53.3. Where a Public Holiday occurs on a rostered day off of a rostered staff member who does not work on that rostered day off, such staff member shall be entitled to an additional days leave (or at the option of the University, an additional days pay at the ordinary rate) in lieu of such holiday, such leave to be taken at a time mutually convenient to the staff member and the University.
- 53.4. Staff whose services are required by the University during the concessional holidays period will be granted the same period off duty at a mutually convenient time within the ensuing two months.

54. SICK LEAVE

- 54.1. A general staff member (other than casual employees) who satisfies the University that the staff member is unable to perform their duties by reason of personal illness or personal incapacity (not being illness or incapacity caused, or was a substantial contributing factor, by injury arising out of or in the course of their employment) shall be entitled during such illness or incapacity to sick leave with pay, subject to the conditions specified in this Clause.

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54.2. If any sick leave absence exceeds three consecutive working days, the staff member shall provide a certificate by a medical practitioner.

54.3. In cases where a staff member has a sick leave pattern of frequency or duration that is of concern it will be referred to the Director of Human Resources for consideration. Following such consideration the Director of Human Resources may:

- 54.3.1. require a staff member to produce a certificate from a medical practitioner for any sick leave absence (subsequent to such requirement being made) stating where appropriate, and subject to privacy considerations, the nature of the illness or incapacity that the staff member is unable to attend for duty on each and every day in respect of which the staff member claims sick leave; and/or
- 54.3.2. require an independent medical examination for assessment of the staff member's fitness for work.

Unless there are demonstrable mitigating circumstances as to why a staff member did not comply with the requirements of this sub-clause, paid sick leave will not be granted. Where paid sick leave is not granted the staff member may take other forms of appropriate leave including leave without pay.

54.4. Where a staff member under sub-clause 54.3.1 above is required to produce a medical certificate, the requirement will be reviewed after six months.

54.5. The staff member absent from duty due to personal illness or personal incapacity shall as far as practicable:

- 54.5.1. inform their supervisor as soon as practicable of their inability to attend for duty;
- 54.5.2. state the estimated duration of the absence.

On return from sick leave the staff member is to submit a sick leave application via Web Kiosk and provide any sick leave medical certificate to their supervisor for submission to the Human Resources Division to support the application.

54.6. A staff member's entitlement to sick leave with pay shall be calculated by allowing 15 days paid sick leave during the first year and thereafter for each subsequent year of service. Untaken paid sick leave shall accumulate from year to year.

54.7. Where a staff member has exhausted their sick leave entitlement, additional sick leave may be granted on the approval of the Vice-Chancellor. In such cases, the Vice-Chancellor shall have the discretion to require an independent medical examination.

55. LONG SERVICE LEAVE

55.1. General staff members (other than casual employees) shall be eligible for long service leave (LSL) based on service with the University (whether continuous or broken), as follows:

- 55.1.1. After 10 years service to 65 working days leave on full pay or 130 working days on half pay.
- 55.1.2. For service between 10 and 15 years leave shall accrue proportionately on the basis of 6.5 working days per year.
- 55.1.3. For service in excess of 15 years with additional leave pro rata at a rate of 11 working days per year of service.

55.2. Where a staff member has completed at least 5 years continuous service but less than 10 years continuous service, and the staff member's fixed term contract comes to an end due to the effluxion of time or the staff member's services are terminated by the University for any reason other than for serious and wilful misconduct, or by the staff member on account of illness, incapacity or domestic or other pressing necessity, or by reason of the death of the staff member, such staff member shall be entitled to a proportionate amount of LSL on the basis of 65 working days for 15 years service.

55.3. If a staff member has an entitlement to LSL under sub-clause 55.1 above, but prior to entering upon such leave has their employment terminated by dismissal or by notice duly given by either party, the staff member shall be entitled to receive the monetary value of the leave at credit computed at the rate of salary which such staff member was receiving immediately prior to the termination of employment.

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- 55.4. In the event of the death of any staff member, the monetary value of all LSL for which the staff member was eligible at the time of death shall be paid to the staff member's estate or as required by law.
- 55.5. For the purpose of calculating service in respect of sub-clause 55.1:
- 55.5.1. Any periods of leave without pay shall not count as service when determining whether a staff member has completed 10 years service nor count as service for the accrual of LSL entitlements.
 - 55.5.2. Any period of leave without pay not exceeding 6 months shall count for LSL purposes where a staff member has completed 10 or more years service but where such period of leave without pay exceeds 6 months, the whole period of leave without pay shall not count as service.
 - 55.5.3. Casual employment does not count as service for LSL purposes.
- 55.6. Where a staff member is granted leave for service in the Australian Defence Forces, such service shall be counted as ordinary service in computing LSL.
- 55.7. Eligibility for LSL shall be determined taking into account prior continuous full time paid service with Australian universities which grant transferability of service with Australian universities for long service leave to staff members provided that:
- 55.7.1. If a staff member has availed themselves of LSL or is eligible to be paid or has been paid lieu of LSL by the releasing University, the staff member will not accrue any entitlement to leave for the period of service with the releasing University for which leave has been paid or for which there is eligibility for the payment but subject to these conditions such a period shall be included as qualifying service for determining when the staff member is eligible to take LSL.
 - 55.7.2. There is not more than 2 months between the cessation of employment with a releasing University and the commencement of employment with a receiving University, in which case continuity of service will be deemed not to have been broken for the purposes of LSL. However, the period between the two contracts of employment shall not be taken into account in determining length of service for LSL.
 - 55.7.3. The staff member will be required to serve at least 3 years with the University under this Agreement before being permitted to take accrued LSL or be paid in lieu on termination of employment, except that in eligible cases, payment in lieu of such leave will be made when a staff member dies or receives an invalid or breakdown pension under the provisions of a relevant superannuation scheme.
- 55.8. LSL accrues pro rata for part time staff members, including those employed in seasonal/part year or annualised employment, and is taken on an equivalent basis. Staff members who have had a combination of full time and part time employment shall have their accrual calculated at the equivalent rate for each different period of full time and part time employment (whether continuous or broken).
- 55.9. Public holidays and University concessional days do not count as days taken during periods of LSL.
- 55.10. LSL may be taken at either full pay or half pay, at the election of the staff member. A minimum of 10 continuous working days must be taken if LSL is to be taken at half pay.
- 55.11. The minimum period of LSL which can be taken on any occasion is 5 consecutive working days (pro rata for part time staff). Where public holidays coincide with a period of LSL the public holiday shall count for the purpose of determining the minimum period.
- 55.12. A staff member who has qualified for LSL shall be entitled to take LSL at a time of their choosing, provided that at least six months written notice of such leave is given or, in the absence of such notice, the University consents.
- 55.13. Where a staff member has accumulated a LSL entitlement in excess of 100 working days, the Vice-Chancellor or nominee may give the staff member written notice to take up to 65 working days of such leave, at a time convenient to the institution. Provided that:
- 55.13.1. Such leave shall be taken at a time agreed between the staff member, Head of Unit and Dean in view of the requirements of the University.

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- 55.13.2. If an agreement is not reached the Vice-Chancellor or nominee shall give the staff member written notice of at least twelve months of the date on which leave must commence;
 - 55.13.3. The staff member shall not be directed to take LSL within 24 months of the intended date of retirement of the staff member or during the University break between Christmas and New Year;
 - 55.13.4. The minimum period of leave the University can require a staff member to take shall be 30 working days;
 - 55.13.5. In any case where a staff member has taken leave pursuant to this sub-clause the Vice-Chancellor or nominee shall not require the staff member to take a further period LSL for a period of two years after the end of that period of leave.
- 55.14. It is recognised that staff may have firm plans to take such accrued leave at a particular future point in time. Accordingly where a staff member makes a compelling case for a deferral of the requirements of this Clause, the Vice Chancellor or nominee may approve the deferral.
- 55.15. A staff member who has a long service leave entitlement under this Clause may, once per calendar year, make written application to the Director of Human Resources to cash out part of their long service leave balance subject to maintaining a minimum balance of 65 working days. A minimum of 20 days at any one time may be cashed out. On payment of the cash equivalent of the leave the staff member's long service leave balance will be debited accordingly.

56. PARENTAL LEAVE

56.1. Parental Leave

- 56.1.1. A permanent or fixed-term general staff member shall be entitled to Parental Leave in accordance with the provisions of this Clause if they have completed at least 40 weeks continuous paid service with the University prior to the commencement of any Parental Leave. Permanent and fixed-term staff who are not entitled to Parental Leave may make an application for leave without pay which will be dealt with on a case by case basis.
- 56.1.2. Casual employees shall not be entitled to Parental Leave.
- 56.1.3. Parental Leave is a broader leave description that encompasses:
 - 56.1.3.1. Maternity Leave
 - 56.1.3.2. Partner Leave
 - 56.1.3.3. Adoption Leave
 - 56.1.3.4. Foster Parent Leave
- 56.1.4. Part-time staff members entitled to Parental Leave shall receive such entitlement on a pro-rata basis in proportion to the fraction of their employment.
- 56.1.5. Staff members shall make an application for Parental Leave at least 4 weeks prior to the proposed commencement of Parental Leave. Such application shall include the intended commencement date, the intended date of return to work and intended pattern of work on such return.
- 56.1.6. The University shall confirm Parental Leave arrangements in writing prior to the commencement of leave.
- 56.1.7. Staff members are required to provide a medical certificate nominating the anticipated date of birth or a statutory declaration demonstrating a parental relationship to the child. In cases where both parents are in employment, a statutory declaration setting out the leave arrangements made with their respective employers is required. If the staff member is the only parent employed the statutory declaration should state this fact.
- 56.1.8. Where paid Parental Leave is applicable then payment shall be made in accordance with the University's normal pay periods (which are currently fortnightly). No lump sum payments will be made.

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- 56.1.9. In lieu of unpaid Parental Leave a staff member may apply to take accrued annual and/or long service leave that would otherwise be available. Such leave will be deemed to be time taken as Parental Leave. Parental Leave shall not extend beyond 52 weeks from the initial commencement of Parental Leave, including leave taken in accordance with this Clause.
- 56.1.10. All leave entitlements shall continue to accrue during paid Parental Leave. Where paid Parental Leave is taken on a part-time basis such entitlements shall accrue on a proportionate basis.
- 56.1.11. Unpaid Parental Leave shall count as service for the purpose of Long Service Leave, but not count towards any leave accruals or entitlements, including incremental progression. Periods of paid Parental Leave are to count towards service for incremental progression.
- 56.1.12. Where a Public Holiday falls during a period of Parental Leave, the period of leave will not be extended to compensate for the Public Holiday, whether the leave is paid or unpaid.
- 56.1.13. A staff member shall not be able to access any other type of leave except as provided for in sub-clause 56.1.9, whilst on approved Parental Leave as provided for in this Clause.
- 56.1.14. Except for the provisions in sub-clause 56.7.1, the parents may not normally be on Parental Leave at the same time, in respect of the same child(ren).

56.2. Maternity Leave

- 56.2.1. A female general staff member who has completed 40 weeks continuous paid service in accordance with sub-clause 56.1.1 and gives birth to a child(ren) shall be entitled to take up to a maximum of 52 weeks Parental Leave as the primary care giver of that child(ren) from the initial commencement of Parental Leave. This leave may be made up of:
 - 56.2.1.1. Paid Maternity Leave in accordance with sub-clause 56.2.2;
 - 56.2.1.2. Annual leave or long service leave in accordance with 56.1.9;
 - 56.2.1.3. Unpaid Leave up to the balance of the 52 weeks.
- 56.2.2. A staff member who has completed 40 weeks continuous paid service shall be entitled to 14 weeks paid Maternity Leave at ordinary pay. This paid Maternity Leave may be taken as 28 weeks at half pay.
- 56.2.3. A staff member who takes Maternity Leave shall not be eligible for Partner Leave in respect of the same child(ren).
- 56.2.4. A staff member shall normally commence Maternity Leave between 4 weeks and 8 weeks prior to the anticipated date of the birth of their child. Where a staff member continues to work during the last 4 weeks before the anticipated date of birth of their child, a medical certificate(s) indicating fitness to undertake normal duties may be required. Where a staff member needs to commence Maternity Leave earlier than 8 weeks prior to the anticipated date of birth of their child, due to a medical condition and the staff member submits a written request along with a valid medical certificate, Maternity Leave will be allowed to commence earlier, in accordance with the medical certificate.
- 56.2.5. Where a staff member seeks to recommence work earlier than 6 weeks after the date of birth of their child, a medical certificate indicating fitness to undertake duties may be required.
- 56.2.6. At the completion of Maternity Leave the staff member must return to work in accordance with the provisions of sub-clauses 56.3, 56.4 or 56.5 below.

56.3. Unplanned Cessation of Maternity Leave

If Maternity Leave has commenced and the child is stillborn or the child dies during paid Maternity Leave, then up to a further 4 weeks of their paid Maternity Leave entitlement shall be able to be taken. The staff member whether on paid or unpaid Maternity Leave may return to work earlier than planned provided 4 weeks notice of such return is given to the University and the staff member provides a medical certificate stating that they are fit to return to work.

56.4. Returning to a Temporary Part Time Position at the Completion of Maternity Leave

- 56.4.1. A general staff member may take leave after the actual date of birth or placement of the child on a part time basis for a period of up to 104 weeks, or as a combination of full time and part time of a proportionate period of up to 104 weeks. The total amount of leave without pay, which can be taken within this period, may not exceed 365 calendar days for a full time staff member including any period of paid Parental Leave. The program of leave on a part time/full time basis and the pattern of work on return must be acceptable to the Head of Unit. Where the program is not acceptable the Head will provide reasons.
- 56.4.2. Such part-time work may commence no earlier than the completion of any paid component of Maternity Leave.
- 56.4.3. Such temporary part-time work arrangement will automatically cease if the staff member proceeds on any new period of Parental Leave. Payment for such further Parental Leave shall be at the substantive rate applicable at the time the staff member proceeds on any new period of Parental Leave.
- 56.4.4. If during the 104 week period it is not practicable for a staff member to resume work on a part time basis in the position that they previously occupied prior to taking Maternity Leave, the staff member will be so advised. In such circumstances the University will attempt to identify a suitable vacant or alternate position at the same or lower level to which the staff member may be placed on a part-time basis. If the staff member agrees, the staff member will be placed in the vacant or alternate position and be paid the appropriate fraction of the salary applicable to their former substantive position for the period of temporary part-time work arrangement.
- 56.4.5. At the conclusion of the period of any temporary part-time work arrangement under sub-clause 56.4.1, the staff member shall return to their substantive position on a full time basis. If the former position occupied by the staff member prior to taking Maternity Leave no longer exists, the provisions of sub-clause 56.5.1 below apply.

56.5. Resumption of Duty at the Completion of Parental Leave

- 56.5.1. A general staff member is entitled to return to the substantive position and work pattern that they held immediately before commencing Parental Leave. If this position no longer exists, the University must attempt to provide the staff member with an equivalent graded position to that of the staff member's former position subject to the provisions relating to management of change elsewhere in this Agreement.
- 56.5.2. A staff member must be available to return to the position and work pattern that they held immediately prior to commencing Parental Leave at the end of their Parental Leave in accordance with this Clause unless:
 - 56.5.2.1. they have submitted their resignation and given appropriate notice, or
 - 56.5.2.2. they have written confirmation from the University of other agreed arrangements, or
 - 56.5.2.3. the provisions of sub-clause 56.5.1 apply, orotherwise they will be deemed to have abandoned their employment and will be notified accordingly.

56.6. Maternity Leave Return to Work Grant

- 56.6.1. An amount equivalent to 12 weeks of annual salary, including on-costs, will be available to general staff members on return to work (at least 40% of full-time) from maternity leave provided that the amount must be fully utilised within 104 weeks from the date of birth of the child(ren). The amount may be used for one or more of the following options:
 - 56.6.1.1. To supplement the staff member's salary to the rate they were receiving prior to commencing Maternity Leave where the return to work is in a part-time capacity or reduced fraction;
 - 56.6.1.2. Career development, including professional mentoring or career coaching, subject to the proposal being approved by the Professional and Organisational Development Services Unit and the Dean or Director of the Unit

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56.6.1.3. To subsidise the full cost of off-campus child care; and/or

56.6.1.4. To subsidise Kids Uni child care.

56.6.2. Where a staff member receives a payment under sub-clause 56.6.1.1. on part-time return to work the staff member shall have the option to either:

56.6.2.1. Remain in the part time role in accordance with sub-clause 56.4 and be paid only the ordinary part time salary; or

56.6.2.2. Return to their full time position in accordance with sub-clause 56.5.1.

In all other cases the staff member must return to work and remain in a paid capacity to receive the benefits provided in sub-clause 56.6.

56.7. Partner Leave

56.7.1. Following the birth or adoption of their child a general staff member, who is a partner and not the primary care giver, shall be entitled to access up to 5 days paid Partner Leave to provide support to the primary care giver.

56.7.2. Where a staff member and their partner are both employed by the University and the partner is to become the primary care giver of the child, and subject to the partner complying with all of 56.1, they will be entitled to the provisions contained in sub-clause 56.2.3 discounted by the period that they were not the primary care giver provided that the staff member and their partner (or mother of the child) shall not receive in excess of fourteen 14 weeks paid Maternity Leave combined. This means that the time spent by the staff member's partner being the primary care giver shall be counted as time taken by the staff member. Only one staff member may access the provisions of sub-clauses 56.4 and 56.6.

56.8. Adoption Leave

56.8.1. A general staff member who has completed 40 weeks continuous paid service in accordance with sub-clause 56.1 and is a primary carer in a legal adoptive situation, provided that:

56.8.1.1. the child(ren) has been living with the staff member or their partner for a period of less than three (3) months; or

56.8.1.2. is not a child or step-child of the staff member or the partner of the staff member

the staff member shall be entitled to Adoption Leave.

56.8.2. Subject to sub-clause 56.8, any staff member entitled to Adoption Leave shall be entitled to the same entitlements available for Maternity Leave.

56.8.3. In accordance with sub-clause 56.8.2, any reference, in the Maternity Leave provisions, to the birth of a child(ren), for the purposes of Adoption Leave shall mean the placement of a child(ren) in an adoption arrangement.

56.9. Foster Parent Leave

56.9.1. A general staff member acting as the primary care giver of a foster child who is placed into the staff member's family for an anticipated period in excess of 6 months will be entitled to access up to 5 days paid Foster Parent Leave from the time that the child enters their care.

56.9.2. Satisfactory evidence will need to be provided to confirm the foster arrangement and the intended period of placement.

57. FAMILY LEAVE

57.1. The University provides a variety of flexible work arrangements for staff members to access to attend to their personal needs including flexible hours of work, rostered days off and time off in lieu

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arrangements. Staff members should seek to utilise these flexible work arrangements to attend to their personal needs.

57.2. Staff members may apply for paid leave as defined in this Clause for the purpose of:

- 57.2.1. Carer's responsibilities;
- 57.2.2. Bereavement;
- 57.2.3. Ceremonial or religious obligations; or
- 57.2.4. other contingency leave.

57.3. A staff member is entitled to be granted up to a maximum of 8 days Family Leave under this Clause each 12 months from the staff member's anniversary date and on a proportionate basis for part-time staff members. Family Leave does not accrue from year to year. In extraordinary circumstances, where a staff member has exhausted their Family Leave entitlement the staff member may be granted up to an additional 4 days leave which will be deducted from their sick leave accrual.

57.4. Family Leave may be taken for part of a single day.

57.5. Paid Family Leave in relation to carer responsibilities and bereavement will only be approved in relation to the staff member's:

- 57.5.1. Immediate family members, defined as including biological, adoptive, fostering and step relationships including parent, grandparent, brother, sister, child, grandchild, partner (married, de-facto, same sex, opposite sex, current or former) and their parent, grandparent, brother, sister, child, grandchild;
- 57.5.2. Household members where the staff member is the primary carer;

and in the case of carer's responsibilities, where the staff member is the primary care giver.

57.6. In normal circumstances a staff member shall not take carer's leave under this Clause where another family or household member is taking leave at the same time.

57.7. In cases where a staff member has a family leave pattern of frequency or duration that is of concern it will be referred to the Director of Human Resources for consideration. Following such consideration the Director of Human Resources may require the staff member to produce sufficient supporting documentation to demonstrate the need for taking the leave which may include:

- 57.7.1. a medical certificate or statutory declaration to establish the illness of the person concerned and that the illness is such as to require care by another; or
- 57.7.2. newspaper notice or copy of the death certificate or statutory declaration; or
- 57.7.3. advice or documentation from a relevant civil authority;

Unless there are demonstrable mitigating circumstances why a staff member did not comply with the requirements of this sub-clause paid Family Leave will not be granted. Where paid Family Leave is not granted the staff member may take other forms of appropriate leave including leave without pay.

57.8. Applications for Family Leave considered not to comply under the provisions of this Clause shall not affect the staff member utilising other forms of leave as appropriate (i.e. Annual leave or Leave Without Pay). Approval of paid Family Leave shall not affect a staff member from applying for other forms of leave in conjunction with Family Leave.

57.9. This Clause will have no effect if the period of entitlement to leave under this Clause coincides with any other period of leave.

57.10. Where a staff member has exhausted their Family Leave and Annual Leave entitlements, additional Family Leave may be granted on the approval of the Vice Chancellor.

57.11. Carers Responsibilities

- 57.11.1. In respect of carers' responsibilities, Family Leave is primarily available for unplanned requirements. Where planned short term absences for one day or part of a single day (i.e. medical appointments) are required, staff members should seek to cover these absences in accordance with sub-clause 57.1.

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- 57.11.2. The staff member shall, where practicable, give their direct supervisor (or other relevant supervisor) notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the staff member, the reasons for taking such leave and the estimated length of absence. Where it is not practicable for the staff member to give prior notice of absence, the staff member shall notify their direct supervisor (or other relevant supervisor) by telephone of such absence at the first opportunity on the day of the absence.
- 57.11.3. Family Leave may be utilised for the provision of care for people identified in sub-clause 57.5 who are hospitalised or in care institutions.

57.12. Bereavement

- 57.12.1. Subject to seeking prior approval a general staff member may be granted one day of Family Leave for bereavements, in any one instance, in relation to a person identified in sub-clause 57.5 above.
- 57.12.2. In addition to sub-clause 57.12.1 a staff member who has the principal responsibility for making funeral arrangements may be granted an additional day of Family Leave.
- 57.12.3. Where a staff member is required to undertake significant travel interstate, or have cultural or religious reasons for extended leave a maximum of up to three days Family Leave may be granted in any instance, including the provisions contained in subclauses 57.12.1 and 57.12.2.
- 57.12.4. Where a staff member is required to undertake significant travel overseas a maximum of four days Family Leave may be granted in any instance, including the provisions contained in sub-clauses 57.12.1 and 57.12.2.

57.13. Ceremonial or Religious Obligations

General staff who apply for leave for ceremonial or religious purposes, other than leave for bereavement purposes as outlined in sub-clause 57.12, are required to provide sufficient evidence to support the absence. A general staff member may be entitled to one day of their Family Leave entitlement in any one instance. In the event of a dispute as to the validity of the proposed absence, the matter shall be referred to the Director, Employment Equity and Diversity for recommendation.

57.14. Other Contingencies

- 57.14.1. For the purpose of this Clause other contingencies shall be home burglary, bushfires, floods, or other disasters where the general staff member's residence or members of their household are at significant risk.
- 57.14.2. The staff member may be granted up to two days paid Family Leave in any one instance.
- 57.14.3. The staff member, where practicable, shall give their direct supervisor (or other relevant supervisor) notice prior to the absence of the intention to take leave, the reasons for taking such leave and the estimated length of absence. In extraordinary circumstances, if it is not practicable for the staff member to give prior notice of absence, the staff member shall notify their direct supervisor (or other relevant supervisor) by telephone of such absence at the first opportunity on the day of the absence.

58. COMMUNITY SERVICE LEAVE

- 58.1.A general staff member who engages in a voluntary eligible emergency management activity as prescribed in the Fair Work Act 2009 is required to give notice and advise the expected period of any absence as soon as reasonably possible.
- 58.2.A general staff member may access up to three days paid leave per calendar year to attend voluntary emergency activities and related training with the approval of their supervisor. Additional paid leave may be granted in exceptional circumstances on application to the Director of Human Resources.

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58.3. Emergency services leave will only be granted where the staff member provides documentary evidence of their training requirements, attendance during emergency situations and membership of the relevant emergency services association. Unless sufficient evidence to support the absence is provided, the staff member's absence will not be covered under this provision.

59. MILITARY LEAVE FOR DEFENCE FORCES

59.1. General staff who serve on a part-time basis in the Australian Naval, Military or Air Force Reserves are to be granted paid military leave at the rate of twenty (20) working days each calendar year to attend official training and other service.

59.2. In special circumstances, the Vice Principal (Administration) may approve additional leave in excess of that provided for in 59.1 above on a leave without pay basis or other form of leave at the request of the staff member.

60. STAFF CALLED AS WITNESSES

Except as provided for below, a general staff member subpoenaed, summonsed or called as a witness shall notify the University of the required absence which shall be without pay or as a debit to Annual Leave at the option of the staff member. A staff member required as a witness on behalf of the University or as a witness in proceedings relating to this Agreement, shall be regarded as being on duty and shall not receive witness fees for the period for which the staff member is so required as a witness.

61. STAFF CALLED AS JURORS

A general staff member required to attend for jury service during ordinary working hours shall notify the University as soon as possible of the date upon which the staff member is required to attend for jury service. The staff member shall give the University proof of attendance, the duration of such attendance and the amount received in respect of such jury service (other than the amount received in respect of travelling). A staff member will be reimbursed by the University an amount equal to the difference between the amount paid in respect of attendance for such jury service and the amount of wage would have received in respect of the ordinary time the staff member would have worked had the staff member not been on jury service.

62. LEAVE WITHOUT PAY

The University may agree to the taking of leave without pay (LWOP) and to the terms and conditions upon which such leave is given and taken. Applications for such leave must be accompanied by a statement of the circumstances supporting the application.

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63. SCHEDULE A

Classification	STEP	%	FULL TIME SALARIES						
			SALARY	SALARY	SALARY	SALARY	SALARY	SALARY	SALARY
			31.03.2009 Admin Inc 4.00%	31.3.2010 Admin Inc 4.00%	31.3.2011 4.00%	31.3.2012 2.00%	30.9.2012 2.25%	31.3.2013 2.00%	30.9.2013 2.25%
Level 1-2	1	88	34886	36282	37733	38488	39354	40141	41044
	2	90	35679	37106	38590	39362	40248	41053	41976
	3	92	36470	37929	39448	40236	41142	41965	42909
Competency Bar	4	95	37658	39164	40732	41547	42482	43331	44306
	5	100	39643	41229	42878	43735	44719	45614	46640
	6	105	41625	43290	45021	45922	46955	47894	48972
Level 3-4	1	100	37658	41227	42876	43734	44718	45612	46639
	2	105	39643	43290	45021	45922	46955	47894	48972
	3	110	41625	45351	47165	48108	49191	50174	51303
	4	115	39641	47412	49308	50294	51426	52455	53635
Competency Bar	5	120	41625	49475	51454	52483	53664	54737	55969
	6	125	43606	51537	53598	54670	55900	57018	58301
	7	128	45588	52771	54882	55979	57239	58384	59697
Level 5	1	128	50741	52771	54882	55979	57239	58384	59697
	2	130	51535	53596	55740	56855	58134	59297	60631
	3	135	53516	55657	57883	59040	60369	61576	62962
	4	140	55499	57719	60028	61228	62606	63858	65294
	5	145	57482	59781	62172	63416	64843	66139	67628
Level 6-7	1	145	57482	59781	62172	63416	64843	66139	67628
	2	150	59463	61842	64316	65602	67078	68419	69959
	3	155	61445	63903	66459	67788	69313	70700	72290
	4	160	63429	65966	68604	69976	71551	72982	74624
Competency Bar	5	165	65411	68028	70749	72164	73788	75263	76957
	6	170	67391	70087	72891	74348	76021	77542	79286
	7	175	69372	72147	75033	76534	78256	79821	81617
	8	180	71357	74211	77179	78723	80494	82104	83951
Level 8-9	1	185	73339	76273	79324	80910	82731	84385	86284
	2	190	75318	78331	81464	83093	84963	86662	88612
	3	195	77301	80393	83609	85281	87200	88944	90945
	4	200	79283	82455	85753	87468	89436	91225	93277
	5	205	81267	84518	87898	89656	91674	93507	95611
	6	210	83247	86577	90040	91840	93907	95785	97940
	7	215	85228	88637	92183	94027	96142	98065	100271
	8	220	87211	90699	94327	96214	98379	100346	102604
	9	225	89196	92763	96474	98403	100618	102630	104939
	10	230	91174	94821	98614	100586	102849	104906	107266

TRADES ALLOWANCES**64. SCHEDULE B**

Allowance	Amount (p.a.)	Basis for payment
NSW Electricians Licence	\$1407	Staff who are recognised electrical tradespersons and are required to carry out work for which a license is necessary, and who hold this license to perform every class of electrical work in accordance with AS/NZS 3000:2000.
Plumbers, Gasfitters and Drainers	\$2547	Staff who are recognised tradespersons in this field and are required to perform trade functions during the course of their employment.
Plumbers registration	\$1073	Staff who are recognised plumbing tradespersons and are required to carry out work for which a license is necessary, and who hold this license to perform the required functions.
Tool – Painter	\$270	Tradespersons for supplying and maintaining tools ordinarily required in the performance of their work as painters.
Tool – Air Conditioning, Refrigeration, Electrical Fitter/ Mechanic	\$592	Tradespersons for supplying and maintaining tools ordinarily required in the performance of their work in the relevant trade.
Tool – Bricklayer	\$776	Tradespersons for supplying and maintaining tools ordinarily required in the performance of their work as bricklayers.
Tool – Carpenter, Joiner, Locksmith, Plumber, Motor Mechanic	\$270	Tradespersons for supplying and maintaining tools ordinarily required in the performance of their work in the relevant trade.

WORK LEVEL DESCRIPTORS

65. SCHEDULE C

All positions subject of this Agreement shall be assessed for allocation to the appropriate level of remuneration on the basis of the following descriptors for each level.

This Schedule lists the descriptors for the levels under each of the seven classification dimensions used.

The seven dimensions are:

- training level or qualifications
- occupational equivalent
- level of supervision
- task level
- organisational knowledge
- judgment, independence and problem solving
- typical activities

LEVEL 1

- **TRAINING LEVEL OR QUALIFICATIONS**

Employees at the base of this level would not be required to have formal qualifications or work experience upon engagement. Employees engaged at the base of this level will be provided with structured on the job training in addition to up to 38 hours of induction to the higher education industry which shall provide information on the higher education institution, conditions of employment, training to be made available and consequent career path opportunities, physical layout of the institution/work areas, introduction to fellow workers and supervisors, work and documentation procedures, occupational health and safety, equal employment opportunity practices and extended basic literacy and numeracy skills training where required/necessary to enable career path progression.

- **OCCUPATIONAL EQUIVALENT**

Cleaner, labourer, trainee for level 2 duties.

- **LEVEL OF SUPERVISION**

Close supervision or, in the case of more experienced staff working alone, routine supervision.

- **TASK LEVEL**

Straight forward manual duties, or elements of level 2 duties under close supervision and structured on the job training.

Some knowledge of materials, eg, cleaning chemicals and hand tools, may be required.

Established procedures exist.

- **ORGANISATIONAL KNOWLEDGE**

May provide straightforward information to others on building or service vocations.

- **JUDGMENT, INDEPENDENCE AND PROBLEM SOLVING**

Resolve problems where alternatives for the job holder are limited and the required action is clear or can be readily referred to higher levels.

- **TYPICAL ACTIVITIES**

Perform a range of industrial cleaning tasks, move furniture, assist trades personnel with manual duties.

LEVEL 2

- **TRAINING LEVEL OR QUALIFICATIONS**

Persons employed at Level 2 shall typically perform duties at a skill level which assumes and requires knowledge, training or experience relevant to the duties to be performed, or completion of year 12 without work experience or an equivalent combination of experience and training.

- **OCCUPATIONAL EQUIVALENT**

Clerk, security patrol officer.

- **LEVEL OF SUPERVISION**

Routine supervision of straightforward tasks; close supervision of more complex tasks.

- **TASK LEVEL**

Perform a range of straightforward tasks where procedures are clearly established. May on occasion perform more complex tasks.

- **ORGANISATIONAL KNOWLEDGE**

Following training, may provide general information/advice and assistance to members of the public, students and other staff which is based on a broad knowledge of the employee's work area/responsibility, including knowledge of the functions carried out and the location and availability of particular personnel and services.

- **JUDGMENT, INDEPENDENCE AND PROBLEM SOLVING**

Solve relatively simple problems with reference to established techniques and practices. Will sometimes choose between a range of straightforward alternatives. An employee at this level will be expected to perform a combination of various routine tasks where the daily work routine will allow the latitude or rearrange some work sequences, provided the prearranged work priorities are achieved.

- **TYPICAL ACTIVITIES**

Clerical positions at this level may include duties involving the inward and outward movement of mail, keeping, copying, maintaining and retrieving records, straightforward data entry and retrieval.

Security officers may be involved in a range of patrol duties, including responding to alarms, following emergency procedures and preparing incident reports.

LEVEL 3

- **TRAINING LEVEL OR QUALIFICATIONS**

Persons employed at Level 3 shall typically perform duties at a skill level which assumes and requires knowledge or training in clerical/ administrative, trades or technical functions equivalent to:

- # completion of a trades certificate; or
- # completion of Year 12, with relevant work experience; or
- # equivalent relevant experience or combination of relevant experience and education/training

Persons advancing through this level may typically perform duties which require further on the job training or knowledge and training equivalent to progress toward completion of an advanced certificate or associate diploma.

- **OCCUPATIONAL EQUIVALENT**

Tradesperson, technical assistant/technical trainee, clerical/secretarial.

- **LEVEL OF SUPERVISION**

In technical positions, routine supervision, moving to general direction with experience. In other positions, general direction. This is the first level where supervision of other staff may be required.

- **TASK LEVEL**

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Some complexity. Apply body of knowledge equivalent to trade certificate, including diagnostic skills and assessment of the best approach to a given task.

- **ORGANISATIONAL KNOWLEDGE**

Perform tasks/assignments which require knowledge of the work area processes and an understanding of how they interact with other related areas and processes.

- **JUDGMENT, INDEPENDENCE AND PROBLEM SOLVING**

Exercise judgment on work methods and task sequence within specified timelines and standard practices and procedures.

- **TYPICAL ACTIVITIES**

In trades positions, apply the skills taught in a trade certificate, including performance of a range of construction, maintenance and repair tasks, using precision hand and power tools and equipment. In some cases this will involve familiarity with the work of other trades or require further training.

In technical assistant positions,

- assist a technical officer in operating a laboratory, including ordering supplies
- assist in setting up routine experiments
- monitor experiments for report to a technical officer
- assist with the preparation of specimens
- assist with the feeding and care of animals.

Staff would be expected to perform a greater range and complexity of tasks as they progressed through the level and obtained further training.

In clerical positions, perform a range of clerical support tasks including

- standard use of a word processing package (including store and retrieve documents, key and lay out correspondence and reports, merge, move and copy, use of columns, tables and basic graphics) or an established spreadsheet or database application
- provide general clerical support to staff within a faculty, including word processing, setting up meetings, answering straightforward enquiries and directing others to the appropriate personnel
- process accounts for payment.

LEVEL 4

- **TRAINING LEVEL OR QUALIFICATIONS**

Persons employed at Level 4 shall typically perform duties at a skill level which assumes and requires knowledge or training equivalent to:

- # completion of an associate diploma level qualification with relevant work related experience or a certificate level qualification with post certificate relevant work experience;
- # completion of a post trades certificate or advanced certificate and extensive relevant experience and on the job training; or
- # an equivalent combination of relevant experience and/or education/ training.

- **OCCUPATIONAL EQUIVALENT**

Technical officer or technician, clerical/secretarial above Level 3, advanced trades person.

- **LEVEL OF SUPERVISION**

In technical positions, routine supervision to general direction depending upon experience and the complexity of the tasks. In other positions, general direction. May supervise or coordinate others to achieve objectives, including liaison with staff at higher levels. May undertake stand alone work.

- **TASK LEVEL**

May undertake limited creative, planning or design functions; apply skill so a varied range of different tasks.

- **ORGANISATIONAL KNOWLEDGE**

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Perform tasks/assignments which require proficiency in the work area's rules, regulations, processes and techniques, and how they interact with other related functions.

- **JUDGMENT, INDEPENDENCE AND PROBLEM SOLVING**

In trades positions, extensive diagnostic skills. In technical positions, apply theoretical knowledge and techniques to a range of procedures and tasks. In clerical/secretarial positions, provide factual advice which requires proficiency in the work area's rules and regulations, procedures requiring expertise in a specialist area or broad knowledge of a range of personnel and functions.

- **TYPICAL ACTIVITIES**

In trades positions,

- work on complex engineering or interconnected electrical circuits
- exercise high precision trades skills using various materials and/or specialised techniques.

In technical positions,

- develop new equipment to criteria developed and specified by others
- under routine direction, assist in the conduct of major experiments and research programs and/or in setting up complex or unusual equipment for a range of experiments and demonstration
- demonstrate the use of equipment and prepare reports of a technical nature as directed.

In library technician positions,

- undertake copy cataloguing
- use a range of bibliographic databases
- undertake acquisitions
- respond to reference inquiries.

In clerical/secretarial positions,

- may undertake a full range of word processing functions, including mathematical formulae and symbols, manipulation of text and layout in desktop publishing software and use of a range of word processing packages if required
- be responsible for providing a full range of secretarial services in faculty
- plan and set up spreadsheets or data base applications provide advice to students on enrolment procedures and requirements
- administer enrolment and course progression records.

LEVEL 5

- **TRAINING LEVEL OR QUALIFICATIONS**

Persons employed at Level 5 shall typically perform duties at a skill level which assumes and requires knowledge or training equivalent to

- # completion of a degree without subsequent relevant work experience; or
- # completion of an associate diploma and at least 2 years subsequent relevant work experience; or
- # completion of a post trades certificate or advanced certificate and extensive relevant experience as a technician; or
- # equivalent combination of relevant experience and/or education/ training.

- **OCCUPATIONAL EQUIVALENT**

Graduate (ie, degree) or professional, without subsequent work experience on entry (including inexperienced computer systems officer); administrator with responsibility for advice and determinations; experienced technical officer.

- **LEVEL OF SUPERVISION**

In professional positions, routine supervision to general direction, depending on tasks involved and experience. In technical positions, general direction and may supervise other staff.

- **TASK LEVEL**

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Apply body of broad technical knowledge and experience at a more advanced level than Level 4, including the development of areas of specialist expertise. In professional positions, apply theoretical knowledge, at degree level, in a straight forward way. In administrative positions, provide interpretation, advice and decisions on rules and entitlements.

- **ORGANISATIONAL KNOWLEDGE**

Perform tasks/assignments which require proficiency in the work area's rules, regulations, processes and techniques, and how they interact with other related functions.

- **JUDGMENT, INDEPENDENCE AND PROBLEM SOLVING**

In professional positions, solve problems through the standard application of theoretical principles and techniques at degree level. In technical positions, apply standard technical training and experience to solve problems. In administrative positions, may apply expertise in a particular set of rules or regulations to make decisions, or be responsible for co-ordinating a team to provide an administrative service.

- **TYPICAL ACTIVITIES**

In technical positions,

- develop new equipment to general specifications
- under general direction, assist in the conduct of major experiments and research programs and/or in setting up complex unusual equipment for a range of experiments and demonstrations
- under broad direction, set up, monitor and demonstrate standard experiments and equipment use
- prepare reports of a technical nature.

In library technician positions, perform at a higher level than Level 4, including

- assist with reader education programs and more complex bibliographic and acquisition services
- operate a discrete unit within a library which may involve significant supervision or be the senior staff member in outposted service.

In administrative positions, responsible for the explanation and administration of an administrative function, eg, HECS advice, records, determinations and payments, a centralised enrolment function, the organisation and administration of exams at a small campus.

In professional positions and under professional supervision,

- work as part of a research team in a support role
- provide a range of library services including bibliographic assistance, original cataloguing and reader education in library and reference services
- provide counselling services.

LEVEL 6

- **TRAINING LEVEL OR QUALIFICATIONS**

Persons employed at Level 6 shall typically perform duties at a skill level which assumes and requires knowledge or training equivalent to:

degree with subsequent relevant experience; or

extensive experience and specialist expertise or broad knowledge in technical or administrative fields; or

equivalent combination of relevant experience and/or education/ training.

- **OCCUPATIONAL EQUIVALENT**

Graduate or professional with subsequent relevant work experience including a computer systems officer with some experience); line manager; experienced technical specialist and/or technical supervisor.

- **LEVEL OF SUPERVISION**

In professional positions, general direction; in other positions, broad direction. May have extensive supervisory and line management responsibility for technical, clerical, administrative and other non professional staff.

- **TASK LEVEL**

Perform work assignments guided by policy, precedent, professional standards and managerial or technical expertise. Employees would have the latitude to develop or redefine procedure and interpret policy so long as other work areas are not affected. In technical and administrative areas, have a depth or breadth of expertise developed through extensive relevant experience and application.

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- **ORGANISATIONAL KNOWLEDGE**

Perform tasks/assignments which require proficiency in the work area's existing rules, regulations, processes and techniques and how they interact with other related functions, and to adapt those procedures and techniques as required to achieve objectives without impacting on other areas.

- **JUDGMENT, INDEPENDENCE AND PROBLEM SOLVING**

Discretion to innovate within own function and take responsibility for outcomes; design, develop and test complex equipment, systems and procedures; undertake planning involving resources use and develop proposals for resource allocation; exercise high level diagnostic skills on sophisticated equipment or systems; analyse and report on data and experiments.

- **TYPICAL ACTIVITIES**

In technical positions,

- manage a teaching or research laboratory or a field station
- provide highly specialised technical services
- set up complex experiments
- design and construct complex or unusual equipment to general specifications
- assist honours and postgraduate students with their laboratory requirements
- install, repair, provide and demonstrate computer services in laboratories.

In administrative positions,

- provide financial, policy and planning advice
- service a range of administrative and academic committees, including preparation of agendas, papers, minutes and correspondence
- monitor expenditure against budget in a school or small faculty.

In professional positions,

- work as part of a research team
- provide a range of library services, including bibliographic assistance, original cataloguing and reader education in library and reference services
- provide counselling services
- undertake a range of computer programming tasks
- provide documentation and assistance to computer users
- analyse less complex user and system requirements.

LEVEL 7

- **TRAINING LEVEL OR QUALIFICATIONS**

Persons employed at Level 7 shall typically perform duties at a skill level which assumes and requires knowledge or training equivalent to:

- # degree with at least 4 years subsequent relevant experience; or
- # extensive experience and management expertise in technical or administrative fields; or
- # equivalent combination of relevant experience and/or education/ training.

- **OCCUPATIONAL EQUIVALENT**

Senior librarian, technical manager, senior professional or scientific officer, senior administrator in a small less complex faculty.

- **LEVEL OF SUPERVISION**

Broad direction. May manage other administrative, technical and/or professional staff.

- **TASK LEVEL**

Independently relate existing policy to work assignments or rethink the way a specific body of knowledge is applied in order to solve problems. In professional or technical positions, may be a recognised authority in specialised area.

- **ORGANISATIONAL KNOWLEDGE**

Detailed knowledge of academic and administrative policies and then interrelationships between a range of policies and activities.

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- **JUDGMENT, INDEPENDENCE AND PROBLEM SOLVING**

Independently relate existing policy to work assignments, rethink the way specific body of knowledge is applied in order to solve problems, adapt procedures to fit policy prescriptions or use theoretical principles in modifying and adapting techniques. This may involve stand alone work or the supervision of others in order to achieve objectives. It may also involve the interpretation of policy which has an impact beyond the immediate work area.

- **TYPICAL ACTIVITIES**

In a library, combine specialist expertise and responsibility for managing library function; in student services, the training and supervision of other professional staff combined with policy development responsibilities which may include research and publication; in technical manager positions, the management of teaching and research facilities for department or school; in research positions, acknowledged expertise in specialised area or a combination of technical management and specialist research.

In administrative positions, provide less senior administrative support to relatively small and less complex faculties or equivalent.

LEVEL 8/9

- **TRAINING LEVEL OR QUALIFICATIONS**

Persons employed at Level 8/9 shall typically perform duties at a skill level which assumes and requires knowledge or training equivalent to:

postgraduate qualifications or progress towards postgraduate qualifications and extensive relevant experience; or

extensive experience and management expertise; or

equivalent combination of relevant experience and/or education/ training.

- **OCCUPATIONAL EQUIVALENT**

Researcher of national standing; manager; senior school or faculty administrator.

- **LEVEL OF SUPERVISION**

Broad direction. May manage other administrative, technical and/or professional staff.

- **TASK LEVEL**

Work at this level is likely to require the development of new ways of using a specific body of knowledge which applies to work assignments, or may involve the integration of other specific bodies of knowledge.

- **ORGANISATIONAL KNOWLEDGE**

The employee would be expected to make policy recommendations to others and to implement programs involving major change which may impact on other areas of the institution's operations.

- **JUDGMENT, INDEPENDENCE AND PROBLEM SOLVING**

Responsible for program development and implementation. Provide strategic support and advice to schools or faculties requiring integration of a range of university policies and external requirements, and an ability to achieve objectives operating within complex organisation structures.

- **TYPICAL ACTIVITIES**

Assist in the management of a large functional unit with a diverse or complex set of functions and significant resources; manage a function or development and implementation of a policy requiring a high degree of knowledge and sensitivity; manage a small and specialised unit where significant innovation, initiative and/or judgment are required; provide senior administrative support to schools and faculties of medium complexity, taking into account the size, budget, course structure, external activities and management practices within the faculty or equivalent unit.