

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

*Workplace Relations Act 1996*

s.170LJ - Agreement with organisations of employees (Division 2)

**University of Sydney**

**and**

**National Tertiary Education Industry Union**  
(AG2006/4306)

**THE UNIVERSITY OF SYDNEY ACADEMIC STAFF AGREEMENT 2006 -2008**

Educational services

SENIOR DEPUTY PRESIDENT KAUFMAN

MELBOURNE, 3 MAY 2006

**CERTIFICATION OF AGREEMENT**

On 2 May 2006, in accordance with section 170LT of the *Workplace Relations Act 1996*, the Commission certified the attached written agreement.

This agreement shall come into operation on 2 May 2006.

BY THE COMMISSION:

  
SENIOR DEPUTY PRESIDENT



The University of Sydney

**The University of Sydney  
Academic Staff Agreement  
2006 - 2008**

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This Agreement is called the *University of Sydney Academic Staff Agreement 2006 - 2008*.

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### 3 DEFINITIONS AND INTERPRETATION

#### 3.1 Definitions

**Academic staff member** means a person who has been employed as a member of the University's academic staff.

**Consultation** means a process by which the parties exchange information about a matter or issue, hold discussions to explain points of view, and take into account the views of the other party/parties. Consultation does not necessarily mean that agreement can be reached.

**Continuous Service** means a period of employment with the University under an unbroken contract of employment or an unbroken series of contiguous contracts, including periods of approved paid and unpaid leave. Periods of unpaid leave and periods of casual service do not count as service for any purpose, except as otherwise specified in this Agreement.

**Delegated Officer (Investigation)** means a person (including a person who is not a member of University staff) who is authorised by the University to exercise the functions of a Delegated Officer (Investigation) specified in **clause 46** in relation to a particular matter.

**Delegated Officer (Staffing)** means a person or persons to whom authority has been delegated to exercise the functions of Delegated Officer (Staffing) in accordance with the University's approved Delegations of Authority, or in a matter involving a perceived or actual conflict of interest for the Delegated Officer (Staffing), a person appointed by the Vice-Chancellor to exercise the functions that would otherwise be exercised by the Delegated Officer (Staffing) under this Part in respect of that matter.

**External funding** means funding from identifiable sources external to the University, excluding funding from a government operating grant or student fees (other than Continuing Education student fees), but including but not limited to:

- (a) short-term and non-discretionary bequests; and
- (b) income received by the Centre for Continuing Education, Health Science Clinics, Veterinary Clinics and other units as determined by the University from time to time in consultation with the Staff Consultative Forum.

For the purposes of this Agreement, a position is "externally funded" if more than 50 per cent of the costs (including on costs) of the position are provided from an identifiable source of external funding.

**Immediate family** means a Partner or former Partner of the staff member, a child, step-child, grandchild, step-grandchild, parent, step-parent, grandparent, step-grandparent, brother (including half-brother), sister (including half-sister), step-brother or step-sister of the staff member or their Partner or former Partner.

**Misconduct** means conduct or behaviour of a kind which is unsatisfactory. Examples of conduct or behaviour which may constitute Misconduct are:

- (a) a breach of the University's Code of Conduct or the University's Code of Conduct for Responsible Research Practice; or
- (b) a refusal or failure to carry out a lawful and reasonable instruction.

**Partner** means the spouse or de facto partner of a staff member, and includes a partner of the same sex.

**Representative** means a friend, colleague or Union official (but not a practising barrister or solicitor in private practice) chosen by a staff member to represent them.

**Review Committee** means a committee convened in accordance with **clause 65** for the purposes of **clauses 46, 53 and 64.4**

**Reviewer** means a staff member appointed in accordance with the University's Performance Management &

Development (**PM&D**) procedures to conduct the staff member's PM&D review.

**Salary** means, in relation to a particular staff member, the annual rate of payment that the staff member receives on the basis of their classification (pro-rata where applicable). For the purposes of calculating payments during leave, payments in lieu of leave and termination payments (other than superannuation payments), "Salary" means the annual rate of payment that the staff member receives on the basis of their classification plus any loadings which have been paid on a regular and continuous basis up to the time of taking leave or termination, but does not include any extraneous payments. Payments in lieu of leave and termination payments do not include employer superannuation contributions.

**Serious Misconduct** means:

- (a) serious misbehaviour by a staff member of a kind which constitutes a serious impediment to the carrying out their duties or to other staff carrying out their duties; or
- (b) a serious dereliction of duties.

Examples of conduct which may constitute Serious Misconduct are:

- (a) a serious breach of the University's Code of Conduct or the University's Code of Conduct for Responsible Research Practice;
- (b) theft;
- (c) fraud;
- (d) assault;
- (e) serious harassment, including sexual harassment;
- (f) persistent or repeated acts of Misconduct after receiving a written warning from the Delegated Officer (Staffing); or
- (g) conviction of an offence that constitutes a serious impediment to the carrying out of a staff member's duties.

**Supervisor** means the Head of a School, Organisational Unit or other budget unit. Staff will be advised in writing of the name of their nominated Supervisor. In matters involving a perceived or actual conflict of interest for the staff member's nominated Supervisor or in other matters in relation to which the University considers it appropriate, a reference to a Supervisor means a person appointed by the University to exercise the functions that would otherwise be exercised by the staff member's nominated Supervisor.

**Union** means the National Tertiary Education Industry Union (**NTEU**).

**University** means the University of Sydney.

**Vice-Chancellor** means the Vice-Chancellor and Principal of the University, or in a matter involving a perceived or actual conflict of interest for the Vice-Chancellor, a person appointed by the Vice-Chancellor to exercise the functions that would otherwise be exercised by the Vice-Chancellor under this Part in respect of that matter.

**Year of employment** means, except as otherwise specified in this Agreement, a period of 12 months' paid service commencing from the anniversary of the date that the staff member commenced continuing or fixed term employment with the University, and does not include any period of casual employment.

### 3.2 Interpretation

In this Agreement, unless the contrary intention appears, a reference to:

- (a) legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it;
- (b) a clause or schedule is a reference to a clause of or schedule to this Agreement and a reference to this Agreement includes any schedules;
- (c) guidelines means guidelines as introduced, altered or replaced by the University from time to time;

- (d) a policy means a University policy as introduced, altered or replaced by the University from time to time;
- (e) a procedure means a University procedure as introduced, altered or replaced by the University from time to time;
- (f) a Code of Conduct means a University Code of Conduct as introduced, altered or replaced by the University from time to time; and
- (g) a reference to a position includes a person appointed to act in the position on a temporary basis.

#### **4 TERM OF AGREEMENT**

This Agreement will commence on the date of certification and its nominal expiry date is 31 October 2008.

#### **5 APPLICATION OF AGREEMENT**

##### **5.1 Application of Agreement**

- (a) This Agreement applies to and is binding upon the University, the National Tertiary Education Industry Union and all academic staff employed by the University other than staff excluded by **clause 5.2** of this Agreement.
- (b) To avoid doubt, this Agreement does not apply to the Director of the University's Centre for English Teaching (**CET**) or staff employed by the University to work in the CET as language teachers or program co-ordinators.

##### **5.2 Exempt Staff**

This Agreement does not apply to:

- (a) staff employed at the level of Dean or above whose salary and loadings exceed the Level E Professorial Salary Rate specified in **Schedule 1** (as adjusted from time to time in accordance with **clause 21**) by more than 33.33 per cent; or
- (b) staff employed in other senior management roles whose salary and loadings exceed the Level E Professorial Salary Rate specified in **Schedule 1** (as adjusted from time to time in accordance with **clause 21**) by more than 50 per cent;

#### **6 OBJECTIVES**

The initiatives in this Agreement have been negotiated to:

- (a) provide a rewarding, fair, flexible and harmonious working environment for staff;
- (b) strengthen the University's capacity to achieve its goals as described in its *Strategic Plan 2006 – 2010*, in particular, its "1:5:40" goals; and
- (c) give effect to the Federal Government's Higher Education Workplace Relations Requirements.

#### **7 ANTI-DISCRIMINATION**

The University is committed to employment practices that help prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, trade union membership and activity, national extraction or social origin.

#### **8 INDIGENOUS AUSTRALIANS EMPLOYMENT STRATEGY**

- (a) The parties reaffirm their commitment to advance Indigenous employment, and to the implementation of the University's Indigenous Australians Employment Strategy. Key elements of this strategy in relation to staff to whom this Agreement applies include:

- (i) a commitment to indigenisation of the Koori Centre, Yooroang Garang and other designated program areas, including through encouraging applications from Indigenous staff and giving priority to Indigenous appointments to fill vacancies and/or new jobs as they arise;
- (ii) a review of senior management with responsibilities for Indigenous matters with a view to pursuing an appointment of a senior Indigenous staff member at professorial level with overall responsibility for Indigenous employment, policy, student and educational matters. The final determination of such an appointment (including the timing of the appointment, its level and its interaction with other Indigenous matters) will be dealt with through the University's collegial academic processes and will include consideration of the desirability of an appointment at Pro-Vice-Chancellor level;
- (iii) acknowledging Indigenous community work as part of workloads for Indigenous staff, on the basis that the current workload practices of the Koori Centre will be applied to encompass the community obligations of Indigenous staff in other areas of the University; and
- (b) A committee comprising management and staff representatives will oversee implementation of this Strategy. This committee will also provide advice to the University on employment matters where specific recognition of Indigenous knowledge, learning and community links is relevant, including advising on selection and assessment processes, workload models, promotion and classification criteria, development of position accountability statements (or similar) and the use of Indigenous languages. Staff representation on the committee will be determined in consultation with the Staff Consultative Forum.

## 9 AVAILABILITY OF AGREEMENT

A copy of this Agreement will be placed on the University's website and a copy will also be available at each campus of the University for inspection by staff.

## 10 RELATIONSHIP TO OTHER AGREEMENTS, AWARDS AND POLICIES

### 10.1 Agreements and Awards

This Agreement is a closed and comprehensive agreement and wholly displaces any award or agreement which, but for the operation of this Agreement would apply.

### 10.2 Australian Workplace Agreements

- (a) The University may offer and enter into Australian Workplace Agreements (**AWAs**) with its staff. Such AWAs may either operate to the exclusion of this Agreement or prevail over this Agreement to the extent of any inconsistency, as specified in each AWA.
- (b) At the time of offering an AWA to a staff member pursuant to **clause 10.2(a)** the University will:
  - (i) offer genuine choice between the AWA and this Agreement;
  - (ii) provide access to this Agreement;
  - (iii) advise of the right to appoint a bargaining agent; and
  - (iv) allow at least three weeks to consider any AWA offered.
- (c) Staff will not be disadvantaged in relation to promotion or career progression as a result of exercising their choice of agreement.

### 10.3 University Policies etc

Any policies, guidelines, procedures and Codes of Conduct of the University (whether referred to in this Agreement or not) do not form part of this Agreement. Where the University is proposing to introduce new policies, guidelines, procedures and Codes of Conduct or make amendments that have a significant and substantial impact on matters pertaining to the employment of staff under this Agreement, the University will consult with the Staff Consultative Forum and through the University's collegial processes. Disputes concerning



the development and/or review of University policies are not reviewable under the Dispute Resolution Procedure in **clause 64**.

## **11 NO EXTRA CLAIMS**

This Agreement is closed and comprehensive. There will be no further claims in relation to the matters covered by this Agreement during its nominal life except where permitted by this Agreement.

## **PART B: EMPLOYMENT CATEGORIES AND RELATED MATTERS**

### **12 EMPLOYMENT CATEGORIES**

(a) Staff may be engaged in the following categories:

- continuing employment;
- fixed term employment;
- casual employment; or
- postgraduate fellowship.

(b) Staff will be provided with written confirmation of their employment category, classification, duties, salary (or hourly/sessional rate in the case of casual staff), whether the position is full-time, part-time or casual and the name and position of their Supervisor. Part-time staff will also be notified of the percentage of the full-time load to be worked. Casual staff will be informed of the number of hours/sessions required or anticipated (where known), and the provisions relating to conversion to continuing or fixed term employment.

### **13 CONTINUING EMPLOYMENT**

Continuing employment means full-time or part-time employment under a contract that contains a commencing date but no date or contingency upon which the contract will come to an end.

### **14 FIXED TERM EMPLOYMENT**

#### **14.1 Definition**

Fixed term employment means full-time or part-time employment for a specified term or other ascertainable period under a contract that contains a starting date and an end date or, instead of an end date, a contingency relating to a specified task or project upon which the contract will come to an end. Such a contract may be terminated before the specified end date or contingency in accordance with the terms of this Agreement.

#### **14.2 Probation**

For avoidance of doubt, the provisions relating to probation set out in **clause 18** apply to staff engaged on a fixed-term basis.

#### **14.3 Further offers of employment and ending fixed term employment**

- (a) A staff member engaged for a fixed term may be offered further terms of employment. Unless such an offer is made and accepted, or the staff member's employment is terminated earlier in accordance with this Agreement, the staff member's employment will end on the specified end date or occurrence of the contingency specified in the staff member's contract of employment.
- (b) A staff member engaged for a fixed term with an end date will be notified in writing before the end of their term, task or project:
  - (i) whether the University proposes to retain the same position, or a substantially similar position, for a further term and
  - (ii) whether they will be offered a further term of employment.
- (c) A staff member engaged for a fixed term with a contingency instead of an end date will be notified in

writing before the contingency is invoked.

- (d) The minimum notification period under **clauses 14.3(b)** and **(c)** will be as follows:

Period of Continuous Service	Notification Period (weeks before specified end date)
Less than 3 years	2 weeks *
3 years to less than 5 years	3 weeks *
5 years or more	4 weeks *

*\*The minimum notification period will be increased by one week for a staff member who has completed at least 2 years' continuous service and is aged 45 years or over, except where the staff member's position has been Externally Funded, and whose contract is not renewed for the reasons specified in 14.5(a)(iii)(A) or (B) in this Agreement, or who is employed on a fixed-term contract which has a contingency which has been invoked.*

- (e) If a decision about the retention of the position cannot be made within the timeframe specified in **clause 14.3(b)** due to uncertainty about the availability of external funding, the University will notify the affected staff member within the timeframes specified in **clause 14.3(b)** to this effect and provide notification in relation to the retention of the position and further employment as soon as practicable thereafter.
- (f) If the University decides to retain the same position or a substantially similar position for a further term, employment in the position will be offered to the incumbent provided that:
- (i) the incumbent's appointment to the position was made following a competitive selection process;
  - (ii) the incumbent's performance in the role has matched expectations set and adopted during their employment and has been assessed as at least satisfactory in accordance with the University's Performance Management and Development Program; and
  - (iii) the incumbent has demonstrated the capacity to meet the future expectations of the position, including any new duties or competencies that may be required.

#### 14.4 Conversion to continuing employment

A staff member who has been engaged on a fixed term basis and is offered a further fixed term contract may apply for conversion to continuing employment on the same salary and classification specified in the fixed term offer. The University may refuse an application for conversion on reasonable grounds, which may include, but are not limited to, the following:

- (a) Where the staff member:
- (i) is a student, and their status as a student was the primary reason for their appointment;
  - (ii) is a genuine retiree (including a staff member who elected to change from continuing employment to a pre-retirement contract);
  - (iii) is performing work which will cease to be required after the term of employment offered by the University;
  - (iv) is performing work which is predominantly related to discontinued, or discontinuing programs; or
- (b) Where the fixed term employment is for:
- (v) a specific task or project, or is Externally Funded;
  - (vi) the purpose of filling a temporary vacancy;
  - (vii) a period of up to three years in a new organisational area or program; or
  - (viii) a period of up to three years in an area where there has been a sudden and unanticipated increase in enrolments.

## 14.5 Severance payments

- (a) Subject to **clause 14.5(e)**, severance payments will be made in accordance with **clause 14.5(b)**, **14.5(c)** or **14.5(d)** to staff :
- (i) who have been engaged on a fixed term basis;
  - (ii) who seek to continue their employment after the end of their specified term, task or project and are not offered further employment;
  - (iii) whose contract is not renewed because:
    - (A) in the case of a staff member employed on a second or subsequent fixed-term contract, the same (or substantially similar) duties are no longer required by the University; or
    - (B) the duties of the kind performed in relation to the work continue to be required but another person has been appointed, or is to be appointed to the same (or substantially similar) duties; and
  - (iv) satisfy the criteria specified in either **clause 14.5(b)**, **14.5(c)** or **14.5(d)**.
- (b) A staff member employed on a fixed-term contract:
- (i) requiring them to work on specific task or project; or
  - (ii) that is Externally Funded (but where the contract is not contingent); or
  - (iii) to undertake only research functions

will be entitled to severance pay in accordance with the following scale:

Period of continuous service	Severance pay (weeks)
More than 1 year but less than 2 years	4
2 years or more but less than 3 years	6
3 years or more but less than 4 years	7
4 years or more	8

- (c) A staff member employed on:
- (i) multiple fixed term contracts that have been Externally Funded (but where the contract is not contingent); or
  - (ii) one or more fixed term contracts that have been Externally Funded where the contract is contingent and the contingency has been invoked

will be entitled to severance pay in accordance with the following scale and this will be in lieu of any entitlement under **clause 14.5(b)**:

Period of continuous service	Severance pay (weeks)
More than 1 year but less than 2 years	4
2 years or more but less than 3 years	6
3 years or more but less than 4 years	7
4 years or more but less than 10 years	8
10 years or more but less than 12 years	20
12 years or more but less than 15 years	24
15 years or more but less than 20 years	30
20 years or more but less than 26 years	40
26 years or more	52

- (d) A staff member employed on a fixed term contract which was entered into after the commencement of this Agreement and who is not offered further employment but who seeks to continue their employment will be entitled to severance pay in accordance with the following scale except where **clause 14.5(b)** or **(c)** apply:

<b>Period of continuous service since commencement of Agreement</b>	<b>Severance pay (weeks)</b>
More than 1 year but less than 2 years	4
2 years or more but less than 3 years	6
3 years or more but less than 4 years	7
4 years or more but less than 5 years	8
5 years or more but less than 6 years	11
6 years or more but less than 8 years	14
8 years or more but less than 10 years	17
10 years or more but less than 12 years	20
12 years or more but less than 15 years	24
15 years or more but less than 20 years	30
20 years or more but less than 26 years	40
26 years or more	52

- (e) No severance payments will be made to a staff member who:
- (i) is offered suitable alternative employment, whether such offer is accepted or not;
  - (ii) was engaged as a postgraduate fellow;
  - (iii) was engaged as a replacement staff member;
  - (iv) was engaged for up to five years on a pre-retirement contract;
  - (v) was engaged for up to five years to undertake work where recent practical or commercial experience is required;
  - (vi) was engaged for up to three years in response to a sudden and unanticipated increase in enrolments;
  - (vii) was engaged for up to three years by a new organisational area to perform function/s or teach in program/s that had not been performed or taught previously, the prospective need or demand for which is uncertain or unascertainable at the time of establishment of the unit;
  - (viii) was engaged for up to two years where part or all of the organisational unit concerned is to be disestablished;
  - (ix) was a post-graduate student engaged to perform work related to their course of study; or
  - (x) was engaged on a part-time basis as a guest specialist to provide a series of lectures and whose primary employment is as a professional or specialist engaged in the provision of services.
- (f) Where the University notifies a fixed term staff member in writing that further employment may be offered within six weeks of the expiration of their fixed term, any severance payments to which the staff member would be entitled in the event that no such offer of employment is made will be deferred until either:
- (i) four weeks after the expiration of the staff member's fixed term; or
  - (ii) the University notifies the staff member that no such offer of further employment will be made, whichever occurs first.
- (g) Subject at all times to compliance with taxation laws, severance payments made under this **clause 14.5** will be treated as eligible termination payments.

## 15 CASUAL EMPLOYMENT

- (a) Casual staff are those staff who are engaged and paid on an hourly or sessional basis.
- (b) Casual staff may be engaged on a sessional basis to perform specified tasks such as delivering lectures or tutorials, conducting practical classes or workshops or marking examinations. Such engagements may be for a single session or for a number of sessions over the course of a semester.
- (c) Casual engagements should be on the basis of merit, and be transparent, competitive and consistent with University policy.
- (d) The performance of casual staff may be assessed in accordance with the University's Performance Management and Development Program (see **clause 41(c)**).
- (e) The rates of pay for casual staff are specified in **Schedule 1**. These rates include a 25% loading in lieu of all forms of paid leave, paid public holidays, notice of termination of employment and severance benefits.
- (f) Where the University establishes a continuing or fixed term position, a casual staff member who has performed the duties of the position, or a substantially similar position, on a regular and systematic basis for the 12 months immediately preceding the establishment of the continuing or fixed term position may apply for conversion to continuing or fixed term employment provided that the staff member has:
  - (i) been engaged for a number of hours over that 12 month period that would be equivalent to at least the hours applicable to a continuing or fixed term staff member engaged on an 0.5 basis;
  - (ii) been engaged on the basis of merit, through a transparent and competitive process that is consistent with University policy;
  - (iii) performed in the role in accordance with expectations set and adopted during their employment and has been assessed as at least satisfactory in accordance with the University's Performance Management and Development Program; and
  - (iv) has demonstrated the capacity to meet the future expectations of the position, including (but not limited to) any new duties or competencies that may be required.
- (g) The University may refuse an application for conversion on reasonable grounds, which may include, but are not limited to, the following:
  - (i) the casual staff member is a student, and their status as a student was the primary reason for their appointment;
  - (ii) the casual staff member is a genuine retiree;
  - (iii) the work performed by the staff member is predominantly related to discontinued, or discontinuing programs;
  - (iv) the casual staff member has another primary role in the University, either as a staff member or a contractor;
  - (v) the casual staff member has not performed in the role in accordance with expectations set and adopted during their employment and has been assessed as not meeting requirements in accordance with the University's Performance Management and Development Program;
  - (vi) the casual staff member has not demonstrated the capacity to meet the future expectations of the position, including (but not limited to) any new duties or competencies that may be required; or
  - (vii) another casual staff member has also satisfied the requirements specified in **clause 15(f)** and is rated more highly than the applicant on the basis of merit.
- (h) Except where expressly provided in this Agreement, periods of casual employment do not count as service for the purpose of determining a staff member's entitlement to any benefit provided for under this Agreement which requires a minimum period of qualifying service or which is determined on the

basis of length of service.

## **16 POSTGRADUATE FELLOWSHIPS**

### **16.1 Eligibility for postgraduate fellowship**

- (a) Students enrolled at the University on a full-time basis for a Masters or Doctoral degree may be engaged as postgraduate fellows for a specified term, provided that such term must not exceed the maximum duration of their candidature. Subject to **clause 16.1(b)**, a postgraduate fellow's employment will terminate on the specified end date of their contract or immediately upon the cessation of their full-time enrolment as a post-graduate student.
- (b) A postgraduate fellow who successfully completes the requirements for their postgraduate award course may remain in their position for the balance of the term of their contract.
- (c) Nothing in **clauses 16.1(a)** or **16.1(b)** precludes the termination of a post-graduate fellow's employment in accordance with this Agreement.

### **16.2 Employment conditions**

Postgraduate fellows will be employed in accordance with the following conditions:

- (a) Workloads for postgraduate fellows will achieve a balance between the demands of their fellowship and progress towards successful completion of their research candidature consistent with the University's policies relating to postgraduate studies and research expectations. In doing so, a balance should be provided between research expectations and a teaching load to achieve the "1:5:40" ambitions of the University.
- (b) Except where specified otherwise, provisions relating to leave and all other entitlements except for severance pay contained in this Agreement apply to post-graduate fellows on a pro rata basis.

### **16.3 Other student employment**

For avoidance of doubt, this **clause 16** does not preclude the engagement of students in other categories of employment, whether under this Agreement or otherwise.

## **17 PART-TIME EMPLOYMENT**

- (a) Staff may be employed on a part-time basis to work for a defined percentage of the relevant full-time workload.
- (b) The University may approve job-sharing arrangements between staff, subject to operational needs. Job-sharing arrangements will be determined on a case-by-case basis.
- (c) Except where specified otherwise, provisions relating to salary, leave and all other entitlements contained in this Agreement apply to part-time staff on a pro rata basis.

## **18 PROBATION**

### **18.1 Engagement on probationary basis**

Staff other than casual staff may be engaged on a probationary basis.

### **18.2 Probation period**

- (a) The initial period of probation will normally be six months. However, a shorter or longer period may be fixed having regard to the nature of the position and any other factors that the University considers relevant, including previous service with the University, provided that the probation period does not exceed 12 months.
- (b) During the probation period, the staff member's Supervisor will inform them of any deficiencies in their

performance or conduct and the improvements necessary to meet the required standard. Performance will be assessed in accordance with the Performance Management and Development Program referred to in **clause 41**.

- (c) Except in cases of Serious Misconduct, a staff member whose performance or conduct is not meeting the required standard and who, as a result, is at risk of having their employment terminated in accordance with **clause 18.3** will be given a written notification to this effect (**a Performance Warning**). The employment of a staff member who engages in Serious Misconduct may be terminated in accordance with **clause 18.3** without such prior written notification.
- (d) Where a staff member's performance or conduct fails to meet the required standard:
  - (i) during their initial probationary period, the staff member's probationary period may be extended for a further period of up to six months (provided that the total probation period, including any extension, must not exceed 12 months); or
  - (ii) during their initial probationary period or any extended probationary period, the staff member's employment may be terminated in accordance with **clause 18.3**.
- (e) A staff member's probationary period may also be extended if the staff member has been absent from the workplace to such an extent that it has not been possible to assess the staff member's performance during the initial probationary period.

### **18.3 Termination of employment during probationary period**

- (a) At any time up to the end of the probationary period, including any extended probationary period, a staff member's employment may be terminated:
  - (i) by the staff member or the University:
    - (A) in the case of a staff member engaged on fixed term contract the specified term of which is for a period of less than 12 months, upon 13 weeks' written notice; or
    - (B) in all other cases in which a staff member is engaged on a probationary basis, upon 26 weeks' notice.
  - (ii) by the University, immediately without notice or payment in lieu of notice if the staff member has engaged in Serious Misconduct.
- (b) The notice periods in **clauses 18.3(a)(i)(A)** and **18.3(a)(i)(B)** will be taken to have commenced from the date that the Performance Warning referred to in **clause 18.2(c)** was issued to the staff member.
- (c) The University may substitute payment in lieu of all or any part of any period of notice of termination.
- (d) The University must not terminate a staff member's employment pursuant to **clause 18.3(a)(i)** or **18.3(a)(ii)** unless the staff member has been informed of, and given an opportunity to respond to, any adverse material about them.
- (e) The University must not terminate a staff member's employment pursuant to **clause 18.3(a)(i)** for reasons relating to the staff member's performance or conduct unless the staff member has been informed of, and given an opportunity to address any deficiencies in their performance or conduct.
- (f) The procedures set out in **clauses 42 to 48** do not apply to the termination of employment under this **clause 18.3**.

## **19 CONFIRMATION**

### **19.1 Confirmation period**

- (a) Staff appointed on a continuing basis may be required to serve a confirmation period after the successful completion of probation. A confirmation period will generally be no less than three years and must not exceed:

- five years for staff appointed at Level A; and
  - four years for staff appointed at Level B or above.
- (b) During the confirmation period, the staff member's Supervisor will inform them of any deficiencies in their performance or conduct and the improvements necessary to meet the required standard. Performance will be assessed in accordance with the Performance Management and Development Program referred to in **clause 41**.
- (c) Except in cases of Serious Misconduct, a staff member whose performance or conduct is not meeting the required standard and who, as a result, is at risk of having their employment terminated in accordance with **clause 19.2** will be given a written notification to this effect (**a Performance Warning**). The employment of a staff member who engages in Serious Misconduct may be terminated in accordance with **clause 19.2** without such prior written notification.
- (d) A confirmation period may be extended if the staff member's Supervisor considers that an extension is warranted because:
- (i) the Supervisor has concerns about the staff member's performance or conduct during the initial confirmation period; or
  - (ii) the staff member has been absent from the workplace to such an extent that it has not been possible to assess the staff member's performance during the initial confirmation period,
- provided that the total confirmation period, including any extension, does not exceed the maximum periods specified in **clause 19.1(a)**.

## **19.2 Termination of employment during confirmation period**

- (a) At any time up to the end of the confirmation period, including any extended confirmation period, a staff member's employment may be terminated:
- (i) by the staff member or the University, upon 26 weeks' notice.
  - (ii) by the University, immediately without notice or payment in lieu of notice if the staff member has engaged in Serious Misconduct.
- (b) The notice period in **clause 19.2(a)(i)** will be taken to have commenced from the date that the Performance Warning referred to in **clause 19.1(c)** was issued to the staff member.
- (c) The University may substitute payment in lieu of all or any part of any period of notice of termination.
- (d) The University must not terminate a staff member's employment pursuant to **clause 19.2(a)(i)** or **19.2(a)(ii)** unless the staff member has been informed of, and given an opportunity to respond to, any adverse material about them.
- (e) The procedures set out in **clauses 42 to 48** do not apply to the termination of employment under this **clause 19.2**.

## **PART C: CLASSIFICATIONS, SALARIES AND RELATED MATTERS**

### **20 CLASSIFICATIONS**

#### **20.1 Classifications and classification descriptors**

The classifications and classification descriptors for staff to whom this Agreement applies are set out in **Schedule 2**.

#### **20.2 Promotion**

The University will continue to run annual promotion rounds.

### **21 RATES OF PAY AND LOADINGS**

Rates of pay and loadings (other than annual leave loading) are set out in **Schedule 1**. The rates in **Schedule**



**1** include the following increases during the term of the Agreement:

- 2% from the first full pay period on or after 16 March 2006;
- 2% from the first full pay period on or after 9 June 2006\*;
- 2% from the first full pay period on or after 16 September 2006;
- 2% from the first full pay period on or after 16 March 2007;
- 2% from the first full pay period on or after 16 September 2007;
- 2% from the first full pay period on or after 16 March 2008; and
- 2% from the first full pay period on or after 16 September 2008.

*\*this increase is in lieu of an increase of 2% provided for under the terms of the University of Sydney Academic and Teaching Staff Agreement 2003-2006, which has been replaced by this Agreement.*

Eligibility for the loadings specified in **Schedule 1** will be determined by University policy.

## **22 SALARY ADVANCEMENT**

Upon completion of twelve months' paid service, a staff member (other than a staff member who is paid at the highest salary step applicable to their classification level) will be eligible for advancement to the next salary step within their classification level unless their performance has been assessed as "not meeting requirements" under the University's Performance Management and Development Program in accordance with **clause 41** or their conduct has been found to be unsatisfactory in accordance with this Agreement. A decision to withhold a salary increment must be authorised by the relevant Supervisor. If incremental progression is deferred a staff member will be notified in writing of the reasons for the deferral by the University and will be given the opportunity to respond.

## **23 PAYMENT OF SALARIES AND RELATED PAYMENTS**

- (a) Salaries will be paid fortnightly by electronic funds transfer into a financial institution account nominated by the staff member. Staff will also receive fortnightly statements of details of salary payments including gross salary, tax and other deductions, superannuation, loadings and annual leave balance. Such statements may be issued in electronic form provided that alternative arrangements will be made for staff for whom access to electronic statements is not readily available.
- (b) Any other payments to which a staff member may be entitled, whether under this Agreement or otherwise, will also be made by electronic funds transfer into a financial institution account nominated by the staff member.

## **24 SUPERANNUATION**

### **24.1 Employer Contributions**

- (a) Subject to **clause 24.1(b)**, the University will make employer superannuation contributions to Unisuper in accordance with the relevant employer contribution levels and arrangements in place immediately prior to the commencement of this Agreement.
- (b) For staff who are members of the State Superannuation Scheme or the State Authorities Superannuation Scheme (**the State Schemes**), the University will make employer superannuation contributions to the State Scheme to which the staff member belongs in accordance with the relevant employer contribution levels and arrangements in place immediately prior to the commencement of this Agreement provided that the staff member is eligible to have employer superannuation contributions made on their behalf to their State Scheme and elects to do so.
- (c) The effect of **clause 24.1(a)** is that Unisuper will continue to be the sole fund for employer superannuation contributions except as provided for in **clause 24.1(b)**.

## 24.2 Employee Contributions

Staff will be required to make such employee contributions as may be required by the scheme to which employer contributions are allocated in accordance with clause 24.1.

## 25 REMUNERATION PACKAGING

Staff (other than casual staff) may enter remuneration packaging arrangements in accordance with University policy. Any termination payments and payments in lieu of leave payable to a staff member will be calculated on the basis of the Salary which would be payable had they not taken benefits in lieu of salary.

## PART D: LEAVE AND RELATED CONDITIONS OF EMPLOYMENT

### 26 PUBLIC HOLIDAYS

- (a) Staff (other than casual staff) will be entitled to the following public holidays without loss of pay:  

New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day and all other public holidays that are proclaimed for the State of New South Wales.
- (b) The first working day after Boxing Day public holiday will also be treated as a public holiday, in lieu of the August Bank Holiday.
- (c) Part-time staff who would normally have worked on a particular day but for the occurrence of a public holiday will be paid for the proportion of time that they would normally have worked.

### 27 ANNUAL LEAVE

#### 27.1 Leave entitlement

- (a) Subject to **clause 27.1(b)**, staff other than casual staff will be entitled to four weeks' paid annual leave for each 12 months of continuous paid service, accruing on a pro rata basis.
- (b) Annual leave does not accrue during any period of leave without pay, and accrues on a pro rata basis during any period of paid leave taken at less than full pay.
- (c) Staff will be paid at their ordinary rate of pay for any public holiday falling during their annual leave without deduction from their leave credits.

#### 27.2 Taking annual leave

- (a) Annual leave will normally be taken at mutually agreed times, and staff are encouraged to take their annual leave within six months of becoming eligible to do so.
- (b) Staff may be directed by their Supervisor to take a minimum of 10 days' annual leave within any 12 month cycle at a time convenient to the University. As far as practicable, the University will consider the wishes of the staff member when arranging the time for taking annual leave.
- (c) Staff can accumulate up to 20 days' annual leave entitlement. When a staff member accrues an annual leave balance of 20 days the University will advise them to this effect and inform them that they are required to reduce their annual leave balance to below 20 days from the date of such advice.
- (d) Any amount of annual leave accumulated in excess of 20 days will be forfeited provided that the staff member has been:
  - advised to take annual leave;
  - notified in writing that their excess leave credits will be forfeited if not taken within three months; and
  - given the opportunity to take the excess leave.

- (e) Clause **27.2(d)** does not apply to a staff member who is unable to reduce their accrued leave within the three month period and has obtained approval from their Supervisor to take the leave over a longer period, which may be up to a maximum of 12 months.
- (f) If a staff member has failed to take their excess leave and has not negotiated, or not complied with, a leave plan in accordance with **clause 27.2(d)**, leave credits in excess of 20 days will be forfeited at the end of the three month period.
- (g) Staff are normally expected to take all of their accrued leave prior to the end of their employment with the University.

### 27.3 Interaction with sick leave

A staff member who is ill or incapacitated for one week or more during annual leave, may, on production of a medical certificate, take sick leave for the period of their illness or incapacity, except where leave is taken immediately prior to the cessation of the staff member's employment.

### 27.4 Payment in lieu of accrued annual leave

Staff will be paid in lieu of any annual leave that is accrued but untaken at the time of termination of their employment. Such payments will be calculated at the staff member's Salary immediately preceding termination. If a staff member dies, the payment will be paid to their estate unless otherwise required by law.

## 28 ANNUAL LEAVE LOADING

- (a) Staff other than casual staff will receive an annual leave loading payment in December each year. Subject to clauses **28(b)** and **(c)**, the loading will be equivalent to 17.5% of four weeks' pay at the staff member's Salary rate as at 30 November immediately preceding the payment date;
- (b) The maximum loading payable will be equivalent to 17.5% of four weeks' pay at the Salary rate applicable to the base of Level C, Step 3, as at 30 November immediately preceding the payment date;
- (c) Staff whose employment ends or who have not completed 12 months Continuous Service as at 31 December of the year to which the payment relates (**the Accrual Year**), will receive a pro rata payment (determined in accordance with **clause 28(a)** or **(b)** as the case requires) based on the number completed months of Continuous Service in the Accrual Year, provided that no payment shall be made to staff whose employment is terminated on grounds of Serious Misconduct.

## 29 PERSONAL LEAVE

### 29.1 Sick Leave entitlement

- (a) Staff other than casual staff will be entitled to paid sick leave as specified below when they are unable to attend work due to personal illness or incapacity, and do not receive workers' compensation payments in respect of the absence:

Continuous Service	Leave entitlement
(i) Less than 1 year	2 weeks credited each year*
(ii) 1 year or more	10 weeks credited each year *
(iii) 20 or more years	As per (ii) <b>or</b> 2 weeks per year of service, less sick leave already taken on full pay, to a maximum of one calendar year less the amount of sick leave already taken on full pay

*\* Leave untaken in the year of accrual is added to a staff member's entitlement on the anniversary of their appointment and remains to their credit for 12 months from that date.*

- (b) If a public holiday which would normally be a working day falls during a period of sick leave, it will be counted as a day of sick leave.
- (c) No payment is made in lieu of unused leave on termination.
- (d) The University may require a staff member who has taken more than 20 days' sick leave in any one year of employment to undertake a medical examination for the purposes of obtaining an opinion on the staff member's medical condition.
- (e) Additional paid sick leave may be approved by the Delegated Officer (Staffing) in exceptional circumstances if a staff member is seriously ill and suffering substantial hardship and has used up all of their paid sick leave entitlement.

## **29.2 Carer's Leave**

- (a) A staff member (other than a casual staff member) is entitled to use up to 10 days' of their sick leave credits in any year of service, or up to 20 days in two consecutive years of service to care for a member of their immediate family or household who is ill or incapacitated and require care and support or who require care due to an unexpected emergency.
- (b) Staff with shared responsibility for the care of a family member may not access this entitlement on the same day or days, unless they can demonstrate exceptional circumstances to the University's satisfaction.
- (c) To assist staff with family responsibilities, a Supervisor may agree to them:
  - (i) taking up to two weeks annual leave in single days;
  - (ii) taking unpaid leave or undertaking additional work to make up for time taken to care for a family member who is ill or incapacitated.

## **29.3 Bereavement leave**

A staff member is entitled to up to three days paid leave each year in the event of the death of a member of the staff member's immediate family, provided that bereavement leave cannot be taken during any other period of leave. Additional leave may be granted in exceptional circumstances.

## **29.4 Casual staff**

- (a) Subject to providing notification and medical certificates or other documentation as specified in **clause 29.5**, casual staff are entitled to not be available to attend work, or to leave work:
  - (i) if they need to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child; or
  - (ii) upon the death in Australia of an immediate family or household member.
  - (iii) The staff member and their Supervisor will agree on the period for which the employee will be entitled to be unavailable to attend work. If agreement cannot be reached, the staff member will be entitled to be unavailable to attend work for up to 48 hours (i.e. two days) per occasion. No payment will be made for any period of non-attendance.
- (b) The University will not fail to re-engage a casual staff member because they accessed the entitlements provided for in this clause. The rights of the University to engage or not to engage casual staff are otherwise not affected.

## **29.5 Notification and supporting evidence**

A staff member who is unable to attend work due to personal illness or carer's responsibilities must:

- (a) notify their Supervisor of their intended absence and its estimated duration as early as practicable on the first day of their absence (or as soon as practicable thereafter where due to exceptional

- circumstances notification cannot be provided on the first day of the staff member's absence); and
- (b) provide a medical certificate (or in the case of an absence due to an unexpected emergency, a statutory declaration or other documentation that is acceptable to the University):
    - for any single period of absence of five working days or more; and
    - if requested to do so, for any absence after taking five separate periods of sick or carer's leave in one year of employment without providing a medical certificate, after being notified that they have taken five such periods of leave and that certificates are required for future absences.

### **30 LONG SERVICE LEAVE**

#### **30.1 Leave entitlement**

Staff other than casual staff are entitled to paid long service leave as follows:

- (a) three months' leave on full pay or six months' leave on half pay after ten years' full-time service (whether continuous or broken);
- (b) a further nine calendar days' leave on full pay or 18 calendar days' leave on half pay, accruing proportionately, for each year subsequent year of full-time service (whether continuous or broken) up to 15 years' service; and
- (c) a further two months and 15 calendar days on full pay or five months leave on half ' leave on half pay, accruing proportionately, for each subsequent period of five years in excess of 15 years' service.
- (d) Part-time staff and staff with a combination of full-time and part-time service are entitled to long service leave on a pro rata basis.

#### **30.2 Taking long service leave**

- (a) Leave must be taken at mutually agreed times, and where agreement cannot be reached, the matter will be referred to the Delegated Officer (Staffing) for resolution.
- (b) Up to one month's long service leave on full pay or two months' leave on half pay may be approved after completion of seven years' Continuous Service. Such leave will be approved on the condition that the staff member concerned enters into an agreement to provide for monies to be deducted from their termination payments and such other repayment arrangements as may be necessary in the event of the termination of their employment prior to attaining the necessary period of service to qualify for the leave that was taken.
- (c) A staff member who has more than 15 years' paid service may be directed to take all or part of such part of their leave that exceeds their 12.5 year entitlement. Such leave must be taken at a mutually agreed time, and agreement must not be unreasonably withheld.

#### **30.3 Long Service Leave pay and payment in lieu of long service leave**

- (a) Long service leave pay and payments in lieu of long service leave will be calculated at the staff member's Salary as defined in **clause 3.1** in relation to paid leave and payments in lieu of leave.
- (b) On termination of a staff member's employment, payment will be made on a pro rata basis in lieu of leave accrued in accordance with **clause 30.1**. Where at the time of termination a staff member has five years' Continuous Service with the University, but less than ten years' Continuous Service (which may include a series of contiguous contracts), and their employment is terminated by:
  - (i) the University, for any reason other than serious and wilful misconduct; or
  - (ii) the staff member because of illness, incapacity or domestic necessity; or
  - (iii) the staff member's death;

the staff member will be entitled to payment in lieu of long service calculated at the rate of three months' leave for 15 years' employment.

- (c) Unless otherwise required by law, if a staff member dies, the payment referred to in **clause 30.3(b)** will be paid to their estate.

### 30.4 Calculation of service and leave entitlements

- (a) Periods of leave without pay do not count as service for the purpose of calculating long service entitlements except:
- (i) unpaid leave taken to serve in the Australian Defence Force;
  - (ii) unpaid leave of up to six months taken by staff with at least 10 years' paid service.
- (b) For the purposes of **clause 30.1**, a break in service of up two months (or up to six months in the case of "Research only" staff) will not constitute a break in continuity of service for the purpose of long service leave, but the period of any such break will not be counted as service.
- (c) Long service leave accrues on a pro rata basis during any period of paid leave taken at less than full pay.
- (d) Service with other Australian Universities will be recognised in accordance with the University Long Service Leave policy in place at the commencement of this Agreement.
- (e) A staff member who has been employed since before 18 October 1989 and was entitled to more favourable long service leave conditions than those specified in this **clause 30** will not be disadvantaged in respect of the calculation of their entitlements for any period of employment before that date.

## 31 PARENTAL LEAVE

### 31.1 Definitions

For the purposes of this **clause 31**:

**Child** means:

- (a) a child (or children from a multiple birth) born to a staff member or a staff member's partner; or
- (b) a child who is placed with a staff member through an adoption process and who:
  - is less than five years of age;
  - is not the birth child of the staff member; and
  - has not lived continuously with the staff member for six months or longer.

**Female staff member's salary** means the Salary (as defined in **clause 3.1** for leave purposes) paid to the staff member in respect of her substantive position.

**Parental leave** means an unbroken period of adoption leave, maternity leave, partner leave or special maternity leave.

**Partner leave** means unpaid parental leave taken by a staff member in accordance with **clause 31.3(c)**.

**Primary care giver** means a staff member who has principal responsibility for providing care and attention for the staff member's child.

**Week** means a five day working week.

### 31.2 General principles

- (a) A staff member's total absence on parental leave, (whether paid, unpaid or a combination of both) will not exceed 52 weeks from the date of commencement of the leave or the date of birth (or placement) of the child, and any period of annual leave or long service leave taken in conjunction with parental leave will count as part of the 52 week period, and any entitlements to paid parental leave or related benefits not accessed within 52 weeks of the date of birth (or placement) of the child will be forfeited.
- (b) Where a staff member's partner is also a member of University staff, the staff member's entitlement to parental leave is reduced by any period of parental leave taken by their partner other than the period of

one week's unpaid partner leave which may be taken in accordance with **clause 31.6(c)**.

- (c) Applications for parental leave (including applications to vary approved leave) and arrangements for return to work after parental leave must be made in accordance with University policies and procedures, and must include such notice and information (such as medical certificates) as may be specified in such policies and procedures.
- (d) Public holidays falling during a period of parental leave count as part of the parental leave, and no additional payment or adjustments to the period of parental leave will be made.

### 31.3 Unpaid parental leave

- (a) Staff (including casual staff as defined in **clause 31.3(b)**) may take up to 52 consecutive weeks' unpaid parental leave in connection with the birth or adoption of a child.
- (b) A casual staff member who has worked for the University on a regular and systematic basis for at least 12 months and has a reasonable expectation of ongoing employment on a regular and systematic basis may take e unpaid parental leave under **clause 31.3(a)**.

### 31.4 Paid maternity leave

- (a) Female staff other than casual staff are entitled to paid maternity leave and benefits as follows:

<b>Years of continuous paid service at the expected date of birth</b>	<b>Leave and benefits</b>
(i) Less than 1 year	1 week's paid leave for each completed month of service
(ii) 1 to 2 years	14 weeks' paid leave (or 28 weeks' leave at half pay)
(iii) More than 2 years	<p>(A) 14 weeks' paid leave plus the benefits specified in (b), subject to the conditions in <b>clauses 31.4(d) to 31.4(f)</b></p> <p>(B) the equivalent value of 22 weeks' Salary, which may be taken as:</p> <p>(1) 38 weeks maternity leave at 60% of Salary; or</p> <p>(2) a funded return to work program (without necessarily resuming full duties) which may include a mix of:</p> <p>(I) staff development opportunities (including funding or time release for further study, research funding and/or conference leave);</p> <p>(II) other return to work assistance approved by the University; or</p> <p>(III) a combination of the entitlements specified above equivalent in total to the value of 22 weeks' Salary; or</p> <p>(3) leave by her partner, provided that her partner works for the University and will be the primary care giver for the child.</p>

- (b) Paid leave taken by a partner under **clause 31.4(a)(iii)(B)(III)** will be paid at the female staff member's Salary or the partner's Salary, whichever is the lesser.
- (c) A staff member who has received benefits under **clause 31.4(a)(iii)(B)** will not be entitled to such

benefits in respect of a subsequent period of leave unless two years have elapsed since the completion of the period of paid maternity leave under which the benefits were provided, but is entitled to leave under **clause 31.4(a)(iii)(A)**.

- (d) A staff member who applies for the benefits referred to in **clause 31.4(a)(iii)(B)** will be required to enter into a written agreement with the University requiring them to:
  - (i) return to work for a period of at least 26 weeks following parental/maternity leave; or
  - (ii) repay all monies received or paid in excess of the 14 weeks' paid maternity leave referred to in **clause 31.4(c)**.
- (e) A female staff member whose child is stillborn is entitled to up to 14 weeks' paid maternity leave.

### **31.5 Special maternity and sick leave**

A female staff member may apply for unpaid special maternity leave, or may take paid sick leave, if her pregnancy terminates before the expected date of birth, or for a pregnancy-related illness.

### **31.6 Partner leave**

A staff member is entitled to:

- (a) 5 days' unpaid partner leave at the time of the birth of their child (**short partner leave**); and/or
- (b) a further unbroken period of unpaid leave to be the primary care giver for the child (**extended partner leave**), subject to compliance with **clause 31.2(a)**.

### **31.7 Paid adoption leave**

The provisions of **clause 31.4** (Paid Maternity Leave) and **31.6** (Partner Leave) apply to a staff member who is adopting a child. In addition, a staff member may apply for up to two days' unpaid leave to attend compulsory interviews or examinations for the adoption process.

### **31.8 Superannuation payments during paid parental leave**

The University will make contributions to a staff member's superannuation fund during paid parental leave where permitted by the superannuation scheme to which the staff member belongs.

### **31.9 Effect of expiry of fixed term contracts**

- (a) Except as provided in **clauses 31.9(b)** and **(c)** a staff member employed on a fixed term contract will cease to have an entitlement to parental leave on the expiry of their contract.
- (b) A female staff member who is at least 20 weeks' pregnant at the time her contract expires and who is not offered further employment is entitled to 14 weeks' paid maternity leave unless:
  - she was offered and refused an offer of a further fixed-term contract of employment which was broadly comparable to her existing position; or
  - a significant majority of the duties and responsibilities of the fixed-term position are no longer being performed.
- (c) Where a female staff member is on maternity leave at the time her contract expires and is subsequently offered and accepts a further fixed-term contract of employment, the staff member will be entitled to take the balance of the maternity leave to which she would have been entitled had her contract not expired.

### **31.10 Return to work after parental leave**

- (a) A staff member is entitled to return to the position that he or she held immediately before taking parental leave, except that if a female staff member:



- (i) was transferred to a safe job because of her pregnancy, the relevant position is the position held immediately before the transfer;
  - (ii) began working part-time because of the pregnancy, the relevant position is the position held immediately before the staff member began working part-time; and/or
  - (iii) immediately before starting maternity leave, was acting in, or temporarily performing the duties of, a position for a period equal to or less than the period of leave, the relevant position is the position held by the staff member immediately before taking the acting or temporary position.
- (b) A staff member may apply to work part-time after return from parental leave. Any part-time work arrangement that is agreed will be recorded as a variation to the staff member's contract of employment and will specify whether and when the staff member will return to full-time employment.
  - (c) A female staff member may apply to return to work from maternity leave earlier than the leave dates agreed if the pregnancy terminates without the birth of a living child or the staff member gives birth to a living child but the child later dies.
  - (d) A staff member may apply to extend their period of approved parental leave no later than four weeks before the end of their existing period of approved leave. Extended leave may be granted subject to operational needs and subject to the total period of leave not exceeding 52 weeks from the date of commencing leave.

#### **31.11 Impact of parental leave on service**

- (a) Paid parental leave counts as service for all purposes, but leave taken at less than full pay will affect the accrual of annual and long service leave.
- (b) Unpaid parental leave does count as service for any purpose except in that the case of staff with at least ten years' paid service, up to six months unpaid parental leave will count as service for the purposes of long service leave. Unpaid parental leave does not break continuity of service.

### **32 INDIGENOUS STAFF - CULTURAL AND CEREMONIAL LEAVE**

Indigenous Australian staff are entitled to up to five days special paid leave to attend to Indigenous cultural/ceremonial obligations. Staff will provide appropriate documentation to their Supervisor.

### **33 JURY SERVICE**

- (a) A staff member who is summoned as a prospective juror must notify their Supervisor as soon as possible of the date/s when they are required to attend for jury service.
- (b) Upon providing proof of attendance, a staff member who is required to undertake jury duty will be granted:
  - (i) paid leave for the period necessary for such service, in which case the staff member must forward to the University any fees (other than reimbursement of expenses) received for such jury service.
  - (ii) leave without pay for the period necessary for such service, in which case the staff member will be entitled to retain any fees received for such jury service.
- (c) Where a staff member who takes paid leave fails to forward such fees to the University, the period of their absence for jury service will be treated as leave without pay, and any salary paid for the period of absence will be repayable to the University.

### **34 DEFENCE FORCES TRAINING LEAVE**

- (a) Staff serving on a part-time basis in the Australian Defence Forces Reserves are entitled to paid leave to attend Defence Forces training as follows:

	Calendar days per calendar year	
	Annual training	School, class or course of instruction
<b>Navy</b>	13	13
<b>Army</b>	14	14
<b>Airforce</b>	16	16

- (b) The University may grant up to four additional days' leave each year if the staff member's commanding officer states in writing that additional training is necessary. Further additional leave may be taken as annual leave or leave without pay.
- (c) The University may refuse an application to attend training if it is not convenient for the University at the time, but approval will be given for leave to attend equivalent training at an alternative convenient time.

### 35 EMERGENCY SERVICES LEAVE

- (a) The University will grant up to three days paid leave per calendar year for the purposes of undertaking voluntary emergency management activities, such as fire fighting or rescue work, and related training.
- (b) Additional leave will be granted where such leave is reasonable having regard to all the circumstances. Additional emergency leave will normally be unpaid, but paid leave may be granted in exceptional circumstances.
- (c) Emergency services leave will be granted only where a staff member:
  - (i) is a member of, or has a member-like association with an emergency services organisation; and
  - (ii) where requested by the University, provides documentary evidence of their membership, training requirements and call-outs attended.
- (a) In this **clause 35**, "emergency services organisation" means an "emergency services organisation" as defined in the *State Emergency and Rescue Management Act 1989 (NSW)* or a "recognised emergency management body" as defined in the *Workplace Relations Act 1996 (Cth)*.

### 36 SPECIAL LEAVE

The University may approve paid special leave per year in accordance with University policy. Other than in exceptional circumstances, special leave may not exceed three days.

### 37 LEAVE WITHOUT PAY

- (a) The University may approve leave without pay in accordance with University policy and on such conditions as the University considers appropriate in the circumstances.
- (b) A staff member must apply for the leave in writing stating the circumstances which support the application.
- (c) Leave without pay will not count as service for any purpose except as expressly provided for in this Agreement. However, leave without pay does not break continuity of service.

### 38 WITNESS LEAVE

A staff member who is required to attend a court or tribunal hearing as a witness:

- (a) will be regarded as being on duty during their period of absence if:

- (i) the staff member is required as a witness for the University;
  - (ii) the hearing relates to a University Award or Agreement; or
  - (iii) the hearing relates to proceedings initiated under **clause 64** of this Agreement in relation to the staff member's employment;
- (b) will be permitted to take annual leave or leave without pay to cover the period of their absence from work in any circumstances other than those specified in **clause 38(a)**;
- (c) must notify their Supervisor of the expected times of their absence as early as possible; and
- (d) will not be entitled to any witness fees in relation to a matter referred to in **clause 38(a)**, but may retain such fees as may be paid to them (if any) in respect of other matters.

## **PART E: DUTIES AND WORKLOADS**

### **39 THE ROLE OF ACADEMIC STAFF**

- (a) All academic staff are expected to contribute to the achievement of the goals of the University and its "1:5:40" ambition. All academic staff have the right to:
- (i) pursue critical and open inquiry;
  - (ii) participate in public debates and express opinions about issues and ideas related to their discipline area and about the institution within which they work or higher education issues more generally. When commenting in public, or expressing contestable views, staff are expected to act in good faith, not misrepresent their expertise and not engage in harassment, vilification or intimidation;
  - (iii) participate in decision making structures and processes within the University;
  - (iv) participate in professional and representative bodies;
  - (v) teach, promote learning, assess and develop curricula;
  - (vi) undertake research and produce publications;
  - (vii) engage in community service without fear of harassment, intimidation or unfair treatment.
- (b) At all times academic staff are required to observe that the hallmarks of relationships within the University are based on tolerance, honesty and respect for others.
- (c) Academic staff (other than research-only academic staff) are expected to contribute to research and innovation, learning and teaching, scholarship, administration and professional activities.
- (d) "Research only" academic staff are expected to undertake research and innovation activities and their associated administrative duties and balance this with other activities as necessary.
- (e) All academic staff must comply with the University's Code of Conduct and Code of Conduct for Responsible Research Practice. These Codes establish the standards of behaviour expected of academic staff while preserving academic freedom.

### **40 ACADEMIC WORK AND ARRANGEMENTS**

#### **40.1 Academic work**

- (a) For staff other than "research only" staff, academic work will be assigned to staff to ensure a well-balanced portfolio encompassing:
- Research and innovation

- Learning and teaching
- Professional and community engagement and outreach
- Administration

This is particularly relevant for early career academic staff in the interests of their development. A balance should be provided between research expectations and a teaching load to achieve the "1:5:40" ambitions of the University.

- (b) The approach will provide for establishing within each organisational unit the specification of a balanced work portfolio to be worked by academic staff determined at the local level as a benchmark based on the needs of the staff and the students in the context of the organisational unit. Further, there needs to be a process for assuring transparent and equitable methods of distributing all work activities between academic staff as well as a process to enable each academic staff member to have his or her work portfolio reviewed. The starting point for discussions about the allocation of work for teaching and research academic staff will be:
- Teaching – 40%
  - Research and scholarship – 40%
  - Other activities – 20%

#### **40.2 Workload monitoring committees**

- (a) College-based workload monitoring committees monitor the processes referred to in **clause 40.1** in the context of overall quality assurance. The membership of each College workload monitoring committee will comprise:
- Four management representatives which may include the Pro-Vice-Chancellor of the College (or nominee) as chair; College Administrative Manager; Dean; Head of School; and
  - Three staff representatives elected by academic staff
- (b) Workload monitoring committees will take into account a range of factors including:
- Effective maximum teaching loads
  - Modes of delivery
  - The levels of course taught
  - Supervision of staff and students
  - Research
  - The number of students taught, including class size and EFTSU load
  - Staff development requirements, including the needs of new staff
  - Field work supervision
  - Internal and external professional work
  - Administration
  - Overseas teaching
- (c) The conceptual and operational principles of the framework for the management of academic workloads will not be subject to the dispute settlement procedure of this Agreement. However, where no agreement is reached in the department in relation to a specific matter, or an individual grievance cannot be resolved by the relevant College workload monitoring committee, the matter may be referred to the dispute settlement procedure.
- (d) An academic staff member should not be required to undertake face-to-face teaching duties on public holidays or on weekends nor after 9:00 pm. These requirements may be varied by agreement between an academic staff member and their Head of School or equivalent.

**PART F: PERFORMANCE MANAGEMENT AND DEVELOPMENT****41 PERFORMANCE MANAGEMENT AND DEVELOPMENT PROGRAM**

- (a) The University is committed to providing a working environment that fosters excellence in teaching, world-class research and best practice organisational professionalism and performance.
- (b) A key element to achieving these objectives is the University's Performance Management and Development (**PM&D**) Program. Staff will be provided with the opportunity to develop their skills and effectiveness within the University, and to promote improved performance and efficiency through their participation in the PM&D program and appropriate staff development activities.
- (c) All staff are required to participate in the PM&D Program in accordance with the University's policies and procedures, and will have access to a range of staff development opportunities. Supervisors, Reviewers and staff will undertake training in relation to the PM&D Program.
- (d) The performance of casual staff may also be assessed in accordance with the PM&D Program for the purposes of determining their suitability for re-engagement (whether as a casual staff member or otherwise) and applications for conversion in accordance with **clause 15(f)**.

**42 PERFORMANCE IMPROVEMENT**

- (a) Where a staff member receives an overall performance rating of "not meeting objectives" or otherwise fails to perform their duties to a satisfactory standard, the staff member's Supervisor will be required to provide guidance, counselling and develop a performance improvement plan in consultation with the staff member. The performance improvement plan must specify:
  - (i) the required performance standards (which must be reasonable having regard to the level and duties of the position);
  - (ii) the action required to remedy the deficiencies in the staff member's performance, including any additional counselling, professional development or training that may be required; and
  - (iii) the time frame within which the necessary improvements are required.
- (b) The performance improvement plan must be signed by the staff member's Supervisor and provided to the staff member concerned. The staff member will be provided with an opportunity to comment on their performance rating and the performance improvement plan.
- (c) A staff member, whose performance is not meeting the required standard and who, as a result, is at risk of having their employment terminated will be given a written notification to this effect (**a Performance Warning**).

**43 DISCIPLINARY ACTION**

- (a) The University may take one or more of the following actions in respect of a staff member's whose work performance is unsatisfactory or who has engaged in Misconduct or Serious Misconduct:
  - (i) counsel the staff member or arrange appropriate staff development or work allocation;
  - (ii) require the staff member to participate in mediation or an alternative form of dispute resolution;
  - (iii) give the staff member be given a written warning (including, where appropriate, a final warning);
  - (iv) demote the staff member; or
  - (v) in the case of unsatisfactory performance or Serious misconduct, terminate the staff member's employment.
- (b) The steps to be followed in relation to the actions specified in **clause 43(a)** are set out in **clauses 44 to 46**.

**44 UNSATISFACTORY PERFORMANCE**

- (a) If a staff member to whom **clause 42** applies does not improve their work performance to the required

standard within the time frame specified in their performance improvement plan (or such further time frame as may be approved by their Supervisor), the staff member's performance will be deemed to be unsatisfactory and their Supervisor must report the matter to the Delegated Officer (Staffing) pursuant to **clause 46**.

- (b) Before reporting a matter to the Delegated Officer (Staffing), the staff member's Supervisor will ask the staff member whether they wish the Supervisor to consult with colleagues in the organisational unit in relation to the staff members' performance. The Supervisor will consult with colleagues where requested to do so, and include a report on such consultations in their report to the Delegated Officer (Staffing).

#### **45 MISCONDUCT AND SERIOUS MISCONDUCT**

Where a staff member's Supervisor becomes aware of allegations that the staff member may have engaged in Misconduct or Serious Misconduct:

- (a) the Supervisor should seek to resolve the matter directly with the staff member concerned through guidance, counselling, warning, mediation or another form of dispute resolution unless the circumstances require the matter to be reported to the Delegated Officer (Staffing) pursuant to **clause 45(b)**;
- (b) the Supervisor must report the matter to the Delegated Officer (Staffing) pursuant to **clause 46** if:
  - (i) the allegations concern matters that may amount to Serious Misconduct,
  - (ii) where attempts to address the matter directly with the staff member have failed; or
  - (iii) for any other reason the Supervisor believes that it would not be appropriate to deal with the alleged conduct directly with the staff member concerned.

#### **46 REFERRAL OF UNSATISFACTORY PERFORMANCE, MISCONDUCT OR SERIOUS MISCONDUCT TO DELEGATED OFFICER (STAFFING) AND RELATED MATTERS**

##### **46.1 Report to a Delegated Officer (Staffing)**

- (a) A Supervisor's report to the Delegated Officer (Staffing) pursuant to **clause 44** or **45** must state clearly the alleged deficiencies in the staff member's performance or the alleged Misconduct or Serious Misconduct and any attempts to remedy the problem.
- (b) The Delegated Officer (Staffing) may take one or more of the following actions:
  - (i) take no further action;
  - (ii) issue a warning;
  - (iii) in matters relating to unsatisfactory performance, refer the matter back to the Supervisor to ensure that the steps referred to in **clause 42** are complied with;
  - (iv) issue a written warning, including where appropriate, a final warning;
  - (v) refer the matter back to the Supervisor to counsel the staff member or arrange appropriate staff development or work allocation;
  - (vi) refer the matter for mediation or an alternative form of dispute resolution; or
  - (vii) refer the matter to the Vice-Chancellor for the appointment of a Delegated Officer (Investigation).
- (c) Where the Delegated Officer (Staffing) refers a matter to the Vice-Chancellor pursuant to **clause 46.1(b)(vii)**, the Vice-Chancellor will appoint a Delegated Officer (Investigation) to undertake the functions specified in **clause 46.2**. The Delegated Officer (Staffing), in consultation with the Delegated Officer (Investigation), may also appoint one or more persons to conduct investigations and prepare reports for the Delegated Officer (Investigation).

#### 46.2 Action by Delegated Officer (Investigation)

- (a) The Delegated Officer (Investigation) will provide the staff member with a copy of the Supervisor's report, and any relevant findings, determinations or recommendations of external bodies including findings, determinations or recommendations arising from matters referred to external bodies by the Vice-Chancellor in conformity with **clause 46.5**. The staff member will be entitled to a period of ten working days within which to submit to the Delegated Officer (Investigation) a written response to any material provided to them by the Delegated Officer (Investigation).
- (b) The Delegated Officer (Investigation) will consider the Supervisor's report, any material submitted by the staff member, and any other relevant material including, where applicable, any reports commissioned pursuant to **clause 46.1(c)** and any relevant findings, determinations or recommendations of external bodies. The Delegated Officer (Investigation) may accept and rely upon the findings, determinations or recommendations of external bodies that are required to act in accordance with the principles of natural justice and are empowered by law or formal reference to make findings of fact, provided that the affected staff member is given an opportunity to respond to any findings, determinations or recommendations against them and present any new evidence that was not able to be put to the external body.
- (c) The Delegated Officer (Investigation) may also conduct such further investigations as they consider necessary. This may include, for example, conducting interviews with the Supervisor, the staff member and other persons, and examination of documents.
- (d) On completion of the procedures referred to in **clause 46.2(2)(a) to (c)**, the Delegated Officer (Investigation) will prepare a report to the Delegated Officer Staffing and may recommend one or more of the following actions:
  - (i) that no further action be taken;
  - (ii) in matters relating to unsatisfactory performance, that the matter be referred back to the staff member's Supervisor to ensure that the steps referred to in **clause 42** are complied with;
  - (iii) that the matter be referred back to the staff member's Supervisor to counsel the staff member or arrange appropriate staff development or work allocation;
  - (iv) that the matter be referred for mediation or an alternative form of dispute resolution;
  - (v) that the staff member be given a written warning (including, where appropriate, a final warning);
  - (vi) that a salary increment be withheld or that the staff member be placed on a lower salary step within the range applicable to their classification;
  - (vii) that the staff member be demoted;
  - (viii) in a case of unsatisfactory performance or Serious Misconduct, that the staff member's employment be terminated.

#### 46.3 Action by Delegated Officer (Staffing) and Vice-Chancellor

- (a) The Delegated Officer (Staffing) may accept or reject the Delegated Officer (Investigation)'s recommendation, and may:
  - (i) take one or more of the actions specified in **clauses 46.2(d)(i) to (v)**; or
  - (ii) make a recommendation to the Vice-Chancellor that action be taken in pursuant to **clause 46.2(c)(vi), (vii) or (viii)**.
- (b) In determining a course of action the Delegated Officer (Staffing) will have regard to the report of the Delegated Officer (Investigation) and such other matters as the Delegated Officer (Staffing) considers relevant. Before making any recommendation to the Vice-Chancellor pursuant to **clause 46.3(a)(ii)**:
  - (i) the Delegated Officer (Staffing) will notify the staff member and the staff member's Supervisor in writing of the recommendation that they propose to make and the reasons for the proposed recommendation;

- (ii) the staff member and the Supervisor will be given five working days to respond to the notification referred to in **clause 46.3(b)(i)**. Where the Delegated Officer (Staffing) proposes to recommend the demotion of a staff member or the termination of the staff member's employment, the staff member may request that the proposed recommendation be reviewed by a Review Committee.
- (c) The University will convene a Review Committee within five working days of receiving such a request.
- (d) The Review Committee will review the proposed recommendation of the Delegated Officer (Staffing) and the reasons for the proposed recommendation, and will prepare a report for the Delegated Officer (Staffing) within 10 working days in relation to:
  - whether the relevant procedures in **clauses 42, 44, 45, 46.1 and 46.2** have been followed and whether any unfairness resulted from a failure to follow those procedures;
  - whether termination or demotion is reasonable in the circumstances.
- (e) The Delegated Officer (Staffing) will make a final recommendation to the Vice-Chancellor after considering the Review Committee's report, and the Review Committee's report will be submitted to the Vice-Chancellor with the Delegated Officer (Staffing)'s recommendation.
- (f) The Vice-Chancellor may accept or reject the Delegated Officer (Staffing)'s recommendation, and may take any one or more of the actions specified in **clause 46.2(d)**. In determining a course of action the Vice-Chancellor will have regard to the reports of the Delegated Officer (Staffing), Delegated Officer (Investigation) (if any) and Review Committee (if any), any relevant findings, determinations or recommendations of external bodies including findings, determinations or recommendations arising from matters referred to external bodies by the Vice-Chancellor in conformity with **clause 46.5** and such other matters as the Vice-Chancellor considers relevant.
- (g) If after completion of the processes set out in **clauses 46.2, 46.3(a) to (g) and 46.5(a) to (c)** (as applicable) the Vice-Chancellor believes that the University's reputation may be at risk as a result of a staff member's Misconduct or Serious Misconduct, the Vice-Chancellor may establish a Committee to report on whether the report of the Delegated Officer (Investigation), the report of any external body and any related material, such as reports of investigations commissioned pursuant to **clause 46.1(c)**, should be referred to the Senate for consideration and possible endorsement of publication where satisfied that such publication is necessary in the interests of the University and its reputation, and such publication will be expressly permitted.
- (h) The Committee referred to in **clause 46.3(i)** will comprise three members who will be appointed by the Vice-Chancellor. Not more than one member of the Committee may be a member of University staff.

#### 46.4 Suspension

- (a) Any time after the Delegated Officer (Staffing) has received a report under **clause 46.1**, the Delegated Officer (Staffing) or the Vice-Chancellor may suspend the staff member with or without pay. A staff member may be suspended without pay only if:
  - (i) the Delegated Officer (Staffing) considers that there is a possibility of a serious and imminent risk to another person or to the University's property or that the allegations are sufficiently serious that it is considered possible that the staff member may be dismissed if the allegations are proven; or
  - (ii) the staff member has been notified that the Delegated Officer (Staffing) proposes to recommend the termination of the staff member's employment and the staff member has requested a review in accordance with **clause 46.3(b)(ii)**.
- (b) Where a staff member is suspended without pay, the following will apply:
  - (i) if the suspension occurs at a time when the staff member is on paid leave, he or she will continue to receive Salary for the period of paid leave;



- (ii) the staff member may engage in paid employment or draw on any annual leave or long service leave credits during the suspension without pay;
  - (iii) the Delegated Officer (Staffing) or the Vice-Chancellor (as applicable) may at any time direct that Salary be paid on the ground of hardship;
  - (iv) the staff member may request a review of the decision to suspend them without pay. Such review will be conducted by a person appointed by the University from a panel of reviewers established for this purpose. Such review will be conducted within five days of receipt of the request from the staff member, and a determination will be made within ten days of receipt of the request. The suspension without pay will continue during the review period.
  - (v) any lost salary and other entitlements will be reimbursed if the decision to suspend without pay is overturned or it is determined by the Delegated Officer (Staffing) or Vice-Chancellor (as applicable) that the alleged misconduct is not substantiated. If it is determined that the alleged misconduct is partly substantiated, the Vice-Chancellor may exercise a discretion to reimburse all or part of the lost Salary and entitlements.
- (c) A staff member who is excluded from the University will be permitted reasonable access to the University for the preparation of their case and to collect personal property.

#### **46.5 Referral of matters to external bodies**

- (a) Nothing in **clauses 42 to 44** or **46.1 to 46.4** precludes the Vice-Chancellor, from in addition to following or continuing to follow the procedures in those clauses or any recommendation arising from those clauses, referring to a court, tribunal, authority, statutory office holder or other body predominantly of experts external to the University any matter in conformity with any applicable laws, including (but not limited to) State laws.
- (b) The Vice-Chancellor may take action in response to the findings, determinations or recommendations of a court, tribunal, authority, statutory office holder or other body arising from or related to the referral of a matter in accordance with **clause 45.5(a)**, without the necessity to investigate further provided that a staff member may not be demoted or have their employment terminated unless the staff member has first been:
  - (i) notified of the findings, determinations or recommendations upon which the Vice-Chancellor intends to rely and the action that the Vice-Chancellor proposes to take; and
  - (ii) given at least 10 days to respond to those findings, determinations or recommendations and to make any other submissions to the Vice-Chancellor that the staff member wishes to make in relation to the action that the Vice-Chancellor proposes to take.
- (c) Action may be taken in accordance with **clause 46.5(a)** or **46.5(b)** whether or not the procedures referred to in **clauses 46.1 to 46.4** have been commenced or completed but always provided that before taking action in accordance with **clause 46.5(b)** the Vice-Chancellor has, in addition, provided to the staff member concerned the safeguards specified in **clause 46.2(b)** and, if applicable, **clause 46.3(f)** so that the Vice-Chancellor is able to take any submissions made by the staff member into account as well as the findings, determinations or recommendations referred to in **clause 46.5(b)** and **46.3(d)** in determining the action to be taken in relation to that staff member.

#### **47 DECISIONS NOT REVIEWABLE UNDER DISPUTE AND GRIEVANCE RESOLUTION PROCEDURES**

None of the steps and decisions in **clauses 42 to 46** (including intermediate steps and final determinations) may be challenged under Dispute and Grievance Resolution Procedures in **clause 64**. Nothing in this **clause 47** will be construed as excluding the jurisdiction of any relevant court or tribunal.

#### **48 GUIDELINES FOR MANAGING UNSATISFACTORY PERFORMANCE, MISCONDUCT AND SERIOUS MISCONDUCT**

The University will establish guidelines to assist Supervisors and Delegated Officers to perform the functions referred to in **clauses 42 to 46**. These guidelines will address issues such as:

- (a) ensuring that appropriate steps are taken to bring the unsatisfactory performance or alleged misconduct to the staff member's attention;
- (b) ensuring that the staff member is given an adequate opportunity to respond to the allegations of unsatisfactory performance or misconduct;
- (c) protecting complainants and witnesses from victimisation;
- (d) protecting the confidentiality of processes to ensure that information regarding alleged misconduct is strictly limited to persons who have a reasonable need to know (while permitting the staff member or officers of the University from disclosing information in order to obtain evidence or advice);
- (e) ensuring that staff may request the involvement of a colleague or a representative, in unsatisfactory performance or misconduct processes; and
- (f) ensuring that processes are streamlined, efficient and timely.

#### **PART G: MANAGING CHANGE**

##### **49 MANAGING CHANGE**

- (a) The University will notify, consult with and provide relevant information to staff (and where requested by affected staff, their Representatives) where significant or substantial change is proposed and will affect them. Such changes will include (but are not limited to) outsourcing or contracting out and changes to University policies that have a significant and substantial impact on terms and conditions of employment. The timing of consultation will be such that staff (and where requested, their Representatives) will have a genuine opportunity to have input into decisions before they are implemented, having regard to relevant factors such as the nature of the change, its likely impact and the extent to which staff may be affected.
- (b) Where the University decides to proceed with a proposed change of the kind referred to in **clause 49(a)** it will consult affected staff (and where requested, their Representatives) about the implementation of that change, particularly where the change will have an impact on the work, conditions of employment or career prospects of staff. Where a change is likely to result in a reduction of staff, this will include consultation about measures to avert or mitigate the adverse affects of such change on staff, and affected staff will be given time to consider their options.

#### **PART H: REDEPLOYMENT AND REDUNDANCY**

##### **50 EXCLUSION OF CERTAIN CATEGORIES OF STAFF**

**Clauses 51 to 54** do not apply to:

- (a) staff engaged on a casual basis;
- (b) staff serving a period of probationary employment;
- (c) staff engaged for a fixed term, in relation to the termination of their employment at the end of the specified term, task or project;
- (d) staff engaged for a fixed term under a contract that provides for contingency instead of an end date in circumstances where the contingency is invoked; and
- (e) post-graduate fellows in relation to the termination of their employment at the end of the fellowship.

##### **51 CONSIDERATION OF ALTERNATIVES TO FORCED REDUNDANCIES**

- (a) The University has a goal of maintaining the overall size of its workforce.

- (b) Where the University is proposing a change that is likely to result in a reduction of staff, the University will consult affected staff (and where requested, their Representatives) in accordance with **clause 49**.
- (c) The University is committed to minimising forced redundancies, and they will normally be implemented as a last resort. If the University decides to reduce the number of staff, it will first consider measures such as:
  - (i) reducing numbers by natural attrition;
  - (ii) offering part-time employment;
  - (iii) redeployment;
  - (iv) transferring or seconding staff, or arranging suitable alternative employment;
  - (v) offering voluntary early retirement schemes; and/or
  - (vi) inviting expressions of interest in voluntary redundancy.

## **52 VOLUNTARY EARLY RETIREMENT SCHEMES**

- (a) The University may offer early retirement in accordance with voluntary early retirement schemes approved by the Australian Taxation Office, but reserves the right to reject an expression of interest in voluntary early retirement submitted by an individual staff member.
- (c) A staff member who takes voluntary early retirement will receive two weeks' pay per completed year of continuous paid service, to a maximum of 52 weeks' pay.

## **53 REDUNDANCY**

### **53.1 Declaration of redundancy**

- (a) Where the University determines that a staff member's position is redundant, they will be notified in writing and offered voluntary redundancy. A notice period of eight weeks will commence on the date that such written notification and offer of voluntary retrenchment is dispatched by certified mail or delivered by hand to the staff member or their nominated Representative (**the Notice Period**). The offer of voluntary redundancy will provide an estimate of the staff member's entitlements to notice (or payment in lieu of notice), severance pay and payments in lieu of accrued leave.
- (b) Staff will be entitled to reasonable paid leave during their Notice Period for the purposes of attending employment interviews. Where interview-related expenses are not met by a prospective employer, the staff member may be reimbursed in respect of reasonable travel and related expenses at the discretion of the Delegated Officer (Staffing).

### **53.2 Consideration period**

The staff member will be given a Consideration Period of four weeks from the commencement of the Notice Period to decide whether to:

- (a) accept the offer of voluntary redundancy;
- (b) seek redeployment; or
- (c) request a review of the decision that their position is redundant.

### **53.3 Voluntary redundancy**

- (a) Where a staff member accepts an offer of voluntary redundancy, their employment will end on the date specified in the offer or such other date as the University and the staff member may agree. If the termination date is earlier than the end of the Notice Period, the staff member will be paid in lieu of the balance of the Notice Period.
- (b) On voluntary redundancy, the staff member will receive the following severance payments, subject to a maximum payment of 82 weeks' Salary, in addition to payment in lieu of notice (if any) under **clause 53.3(a)**:

Age	Severance payment
45 years and over	26 weeks' Salary, plus 3 weeks' Salary per completed year of Continuous Service
40 - 44 years	22 weeks' Salary, plus 3 weeks' Salary per completed year of Continuous Service
Up to 39 years	20 weeks' Salary, plus 3 weeks' Salary per completed year of Continuous Service

#### 53.4 Redeployment

- (a) Where a staff member who is made an offer of a voluntary redundancy seeks redeployment, the University will endeavour to redeploy the staff member during the Notice Period in accordance with the University's Redeployment Policy in place at the commencement of this Agreement. The University and the staff member are jointly responsible for seeking redeployment opportunities within the University during the Notice Period.
- (b) A staff member who wishes to be redeployed must not unreasonably refuse redeployment to a position at their existing level (including a position at another location) or to undertake training.
- (c) A staff member who is redeployed to a position with a lower salary rate will continue to be paid at the salary they received immediately prior to redeployment for a period of six months or until the salary applicable to their new role matches their previous salary, whichever occurs first.
- (d) Redeployment to appropriate general staff positions will be considered if there is no general staff member seeking redeployment to that position.
- (e) If the staff member is unable to be redeployed during the Notice Period or if a period of redeployment undertaken by the staff member is not successful, their employment will cease on grounds of involuntary redundancy in accordance with **clause 53.5**.

#### 53.5 Involuntary redundancy

- (a) Where a staff member does not accept an offer of voluntary redundancy, and is either unable to be successfully redeployed or does not seek redeployment, their employment will cease on grounds of involuntary redundancy. The staff member will be given notice of the cessation of their employment or payment in lieu of notice as set out below plus severance payments and additional employment as specified in **clause 53.5(b)**. Notice in accordance with this **clause 53.5(a)** may be given during the period of additional employment specified in **clause 53.5(b)**:

Completed years of Continuous Service	Notice Period
Up to 1 year	1 week
Over 1 year and up to 3 years	2 weeks*
Over 3 years and up to 5 years	3 weeks*
Over 5 years	4 weeks*

*Staff who are over 45 years of age at the time of the notice and who have at least two years Continuous Service with the University will receive one additional week's notice.*

- (b) A staff member whose employment ceases on grounds of involuntary redundancy will receive severance payments and additional employment in accordance with the following scale:

Age at end of Notice Period	Completed years of Continuous Service	Severance Pay	Additional employment (including any redeployment period under clause 53.4)
	Less than 2 years	4 weeks' Salary	
	2 to less than 3 years	6 weeks' Salary	
	3 to less than 4 years	7 weeks' Salary	
	4 years and over	8 weeks' Salary	
Less than 40 years			26 weeks
40 to less than 41 years			30 weeks
41 to less than 42 years			35 weeks
42 to less than 43 years			39 weeks
43 to less than 44 years			43 weeks
44 to less than 45 years			48 weeks
45 years or above			52 weeks

### 53.6 Review of redundancy decision

- (a) A staff member who receives notice in accordance with **clause 53.1** may apply to the Delegated Officer (Staffing) for a review of the decision that their position is redundant within 14 days of the commencement of the Notice Period.
- (b) The University will convene a Review Committee within five working days of receiving such a request.
- (c) The Review Committee will review the decision to declare the staff member's position redundant and prepare a report for the Delegated Officer (Staffing) within 10 working days in relation to:
  - (i) whether the staff member's position was genuinely redundant;
  - (ii) whether fair and objective criteria were used to select the staff member for redundancy;
  - (iii) whether the consultation requirements in **clause 49** were followed, and whether any unfairness resulted from a failure to follow those requirements; and
  - (iv) whether adequate consideration was given to measures to avert or mitigate the adverse effects of redundancy.
- (d) The Delegated Officer (Staffing) will make a final recommendation to the Vice-Chancellor in relation to the redundancy after considering the Review Committee's report, and the Review Committee's report will be submitted to the Vice-Chancellor with the Delegated Officer (Staffing)'s recommendation.
- (e) The Vice-Chancellor may accept or reject the Delegated Officer (Staffing)'s recommendation. If the Vice-Chancellor determines that the staff member's position is redundant, their employment will cease on grounds of involuntary redundancy in accordance with **clause 53.5**

### 54 CONDITIONS APPLICABLE TO VOLUNTARY REDUNDANCY, EARLY RETIREMENT AND SEVERANCE PAYMENTS

- (a) Other than in exceptional circumstances approved by the University, a staff member who has taken voluntary retrenchment or voluntary early retirement will not be engaged by the University in any capacity, either directly or indirectly (including as an employee, consultant, a casual or sessional staff member, or a contractor or an employee of a contractor to the University) for a period of at least eighteen months from their last day of duty.
- (b) A staff member may be required to enter into a Deed of Separation prepared by the University as part of a voluntary early retirement or retrenchment arrangement.

- (c) All property of the University, including intellectual property vested in the University, computer software and manuals, keys, equipment, credit cards, expense advances, plans and formulations must be returned to the University before any severance payments are made.
- (d) No severance payments will be made to a staff member who is offered suitable alternative employment, whether such offer is accepted or not.
- (e) Severance payments will be calculated on the basis of the number of completed years of continuous paid service. "Years of continuous paid service" includes both full-time and fractional service.
- (f) Casual service with the University will be recognised for the purpose of calculating years of completed service where such casual service exceeds two consecutive semesters with a minimum of three hours per week of teaching.
- (g) Breaks in service of less than two months shall not be considered to be a break in Continuous Service. Subject to discretionary consideration, the University may agree to treat breaks in service of up to three months as not interrupting Continuous Service.
- (h) Periods of approved unpaid leave will not constitute breaks in service for the purposes of calculating severance payments, but will not count as service for the calculation of such payments.

## **PART I: TERMINATION ON GROUNDS OF ILL HEALTH**

### **55 OPERATION OF THIS PART**

- (a) The provisions of this Part do not apply where a staff member initiates his or her own medical retirement (or seeks a temporary disability pension where provided by his or her superannuation scheme). In such circumstances the University and staff member will follow the procedures required by the relevant superannuation scheme, as appropriate. At any time during the process commenced under **clause 56** a staff member may initiate his or her own medical retirement (or seek a temporary disability pension), in which case any process commenced under **clause 56** will be suspended.
- (b) Nothing in this Part precludes the University from, or in any way limits the capacity of the University to take such action as it considers necessary to meet its obligations under applicable occupational health and safety legislation.

## **56 TERMINATION ON GROUNDS OF ILL HEALTH**

### **56.1 Medical examination**

- (a) Where the University forms a view that a staff member's ability to perform their duties is adversely affected by illness or injury (whether the staff member has taken sick leave or not), the staff member may be required to undergo an examination by an independent medical practitioner nominated by the University to determine whether the staff member is fit to continue to perform their duties.
- (b) Where a staff member is required to undergo a medical examination pursuant to **clause 56.1(a)**:
  - the University will provide the staff member with a copy of the referral document sent to the examining medical practitioner and at least one month's notice of the date of the medical examination;
  - the medical practitioner will be required to provide a report to the University on the staff member's fitness for duty, and a copy of the report will normally be provided to the staff member by the University; and
  - all expenses incurred in relation to such medical examination will be paid for by the University.

### **56.2 Termination of employment on grounds of ill health**

- (a) The University may terminate the staff member's employment in accordance with this **clause 56.2** if a medical practitioner's report indicates that the staff member:
  - has a permanent medical condition which prevents them from performing their normal duties; or

- will be unable to perform their normal duties within 12 months (or in the case of a fixed term staff member, within 12 months or the balance of the term of their contract, whichever is the lesser).
- (b) Where the University proposes to terminate a staff member's employment for a reason specified in **clause 56.2(a)**, the staff member must be given written notification of the proposed termination. The staff member will be given seven days to respond to the notification, and may request a review of the proposed termination.
- (c) A staff member may elect to resign before the University terminates their employment provided that their resignation takes effect within one month of receiving the notification under **clause 56.2(b)**.
- (d) Where a staff member requests a review in accordance with **clause 56.2(b)**, the termination process will be deferred until the completion of the review and the University will convene a Medical Review Panel comprising three medical practitioners as follows:
- a Chairperson appointed by the Vice-Chancellor from a pool of chairpersons mutually agreed by the Vice-Chancellor and the Staff Consultative Forum;
  - one medical practitioner nominated by the Vice-Chancellor; and
  - one medical practitioner nominated by the affected staff member or their Representative.
- (e) The Medical Review Panel will review the decision that the staff member has a permanent medical condition which prevents them from performing their normal duties or will be unable to perform their normal duties within 12 months (or in the case of a fixed term staff member, within 12 months or the balance of the term of their contract, whichever is the lesser).
- (f) The Medical Review Panel will determine its own procedure and complete its deliberations and submit its Report to the University within 15 working days of the Panel being convened under **clause 56.2(d)**.
- (g) After considering the Medical Review Panel's report the University will make a final determination in relation to whether to terminate the staff member's employment.
- (h) Where the University decides to terminate a staff member's employment on grounds of ill health it may terminate the employment by providing the period of notice of termination specified in the staff member's contract of employment, or where such contract does not specify the period of notice required for the termination of the staff member's employment, by providing six months' written notice, or by providing payment in lieu of notice.
- (i) Where a staff member who is required to undergo a medical examination pursuant to **clause 56.1(a)** fails to do so without reasonable cause, the University may conclude that the staff member is unable to perform the normal duties of their position and that they are unlikely to be able to do so within 12 months (or in the case of a fixed term staff member, 12 months or the balance of the term of their contract, whichever is the lesser), and may terminate the staff member's employment by giving notice in accordance with **clause 56.2(f)**. The failure to undergo a medical examination pursuant to **clause 56.1(a)** will not be treated as Misconduct, and the staff member will not be subjected to any greater penalty or loss of entitlements than would result from an adverse medical report.

## **PART J: CESSATION OF EMPLOYMENT**

### **57 APPLICATION OF THIS PART**

This Part J does not apply to the termination of employment during or at the end of a probation or confirmation period, termination on redundancy grounds or termination on grounds of ill health, which are provided for in Parts B, H and I respectively.

### **58 RESIGNATION OR RETIREMENT**

A staff member may resign or retire from the University upon six months' written notice. The University may consent to a shorter period of notice on a case-by-case basis.

**59 TERMINATION BY THE UNIVERSITY**

The University may terminate a staff member's employment by giving the following period of written notice:

Period of Continuous Service	Notice Period
Up to 1 year	1 week
Over 1 year and up to 3 years	2 weeks*
Over 3 years and up to 5 years	3 weeks*
Over 5 years	4 weeks*

*Staff who are over 45 years of age at the time of the notice and who have at least two years Continuous Service with the University will receive one additional week's notice.*

**60 PAYMENT IN LIEU OF NOTICE**

The University may substitute payment in lieu of all or any part of any period of notice of termination. Such payment shall be calculated at the staff member's Salary as at the date of cessation of employment.

**PART K: CONSULTATION AND DISPUTE RESOLUTION****61 STAFF CONSULTATIVE FORUM**

- (a) A Staff Consultative Forum (**SCF**) will be convened on a quarterly basis to provide a single forum for matters pertaining to the employment of academic, teaching and/or general staff.
- (b) The Consultative Forum will comprise:
  - Deputy Vice-Chancellor (Infrastructure) (Chair)
  - A Deputy Chairperson who is a staff member elected by and from members of Academic, teaching and general staff;
  - 1 staff representative elected by and from members of Academic staff and English language teachers
  - 1 staff representative elected by and from General staff
  - 1 staff representative nominated by the CPSU
  - 1 staff representative nominated by the NTEU
  - 2 management representatives
- (c) Staff representatives elected or appointed to the SCF will serve for the life of this Agreement and will be eligible for re-election. If an elected member ceases employment with the University, is transferred outside the electorate they represent or resigns from the SCF during their term, the University will conduct an election as soon as practicable to replace the member until the next scheduled election.
- (d) Subject to the operational requirements of the University, time release shall be provided to staff representatives to perform those functions specified in this Agreement.

**62 VICE-CHANCELLOR'S FORUM**

The Vice-Chancellor will convene "All staff" meetings from time to time to discuss issues relating to working at the University.

**63 REGULAR CONSULTATION**

Managers and Supervisors will consult staff on a regular basis about matters affecting their work.

**64 DISPUTE AND GRIEVANCE RESOLUTION PROCEDURES****64.1 Principles**

- (a) As far as possible disputes and grievances should be resolved at the level at which they arise and by the staff directly involved in the dispute or grievance.



- (b) Staff may act in person or by way of a Representative of their choice in relation to the resolution of disputes and grievances.
- (c) The parties agree that all staff have an interest in the proper application of the Agreement.
- (d) For avoidance of doubt, this **clause 64** does not apply to grievances between staff and students.

#### **64.2 Procedures**

- (a) Where attempts at preliminary resolution have failed, the affected staff member(s) will provide their Supervisor with written notice of the dispute or grievance. The parties to the dispute or grievance must meet and attempt to resolve the matter within five working days of this notice being received by the Supervisor or as soon as possible thereafter.
- (b) If a dispute or grievance remains unresolved after the meeting referred to in **clause 64.2(a)**, the Supervisor may arrange further discussions involving the Supervisor's Supervisor and/or such other staff as may be appropriate to resolve the dispute within five working days of that meeting or as soon as possible thereafter.
- (c) Where a dispute or grievance concerns the conduct of a staff member's Supervisor and it would be inappropriate to attempt to resolve the matter through discussions with the Supervisor, the staff member may instead seek the assistance of their Supervisor's Supervisor to resolve the matter.
- (d) If a dispute or grievance remains unresolved after the discussions referred to in **clauses 64.2(a)** to **64.2(c)**, the procedures set out in **clause 64.3** or **64.4** will apply.

#### **64.3 Disputes concerning the application of the Agreement**

In the case of a dispute concerning the application of this Agreement:

- (a) The aggrieved staff member(s) may elect to refer the matter to the Delegated Officer (Staffing) to be dealt with in accordance with **clause 64.4**;
- (b) Where no election is made under **clause 64.3(a)**:
  - (i) the parties to the dispute may agree to refer the matter to a mutually agreed mediator to assist them to resolve the dispute, provided that before referring a matter to a mediator, the parties agree to abide by the terms of any settlement agreed at mediation;
  - (ii) where the parties do not agree to refer the matter to a mutually agreed mediator, or where the dispute is not resolved through mediation, either party to the dispute, or where applicable, their Representative, may refer the matter to the Australian Industrial Relations Commission for conciliation and/or arbitration.
- (c) where a matter is referred to the AIRC, the parties agree to confer upon the AIRC, in respect of any proceedings in conciliation or arbitration, to the extent permissible by law, those powers held by the Commission which are relevant and applicable to those proceedings, including the powers set out in section 111(1) of the *Workplace Relations Act 1996*, as at 1 December 2005.

#### **64.4 Grievances and other disputes**

An aggrieved staff member or party to a grievance or dispute may refer the matter to the Delegated Officer (Staffing) within 5 working days of completion of the discussions referred to in **clauses 64.2(a)** to **64.2(c)**. The Delegated Officer (Staffing) may, at their discretion take one or more of the following actions:

- (a) appoint an investigator to enquire into the matter and report to the Delegated Officer (Staffing) on such matters as the Delegated Officer (Staffing) may direct;

- (b) review the matter and make recommendations to the relevant Supervisor in relation to the matter;
- (c) appoint a Review Committee to enquire into the matter and make recommendations to the Delegated Officer (Staffing) in relation to the resolution of the matter;
- (d) appoint a mediator to assist the parties to the dispute to resolve the matter; or
- (e) decline to take any further action in relation to the matter.

The Delegated Officer (Staffing) will inform affected parties of the action to be taken within 10 working days of referral of the grievance or dispute, and such action will be completed within a further 20 working days or such other period as the Delegated Officer (Staffing) considers necessary having regard to the nature of the matter.

#### **64.5 Performance of work**

Except where a genuine safety issue is involved, work will be performed as normal while the procedures outlined in **clauses 64.2 to 64.4** are applied, and the University will not change anything which is the subject of the dispute. Where a genuine safety issue is involved, staff will not be required to work in an unsafe environment, but will undertake suitable alternative work until the issue is resolved. The parties to a dispute must not take any industrial action or any action to make the dispute worse.

### **65 REVIEW COMMITTEES**

- (a) The Review Committees referred to in **clauses 46, 53 and 64** will be comprised as follows :
  - (i) a chair appointed by the Vice-Chancellor from a panel of chairs established in accordance with this clause;
  - (ii) a management nominee appointed by the Vice-Chancellor; and
  - (iii) a staff nominee nominated by the Deputy Chair of the Staff Consultative Forum from a pool of elected staff established for this purpose.
- (b) A panel of chairs will be established by the University following consultation with the SCF. Chairs may be from within or outside the University. They will have relevant experience, be independent and command the confidence of management and staff. The Vice-Chancellor will be responsible for selecting a Chair from the panel, having regard to the requirements of this clause and the matter to be reviewed.
- (c) The staff member and the Delegated Officer (Staffing) may be represented before the Review Committee by a person of their choice, provided that such Representative may not be a currently practising legal practitioner in private practice.
- (d) Each Review Committee will determine its own procedures, but in doing so:
  - (i) will provide the staff member (or their Representative) and the Delegated Officer's representative with a reasonable opportunity to make submissions and present evidence in relation to the matter before the Committee;
  - (ii) may conduct interviews with the staff member and other persons, and examine documents as it thinks fit;
  - (iii) will ensure that the staff member (or their Representative) and the Delegated Officer's representative have an opportunity to see and/or hear all evidence to be considered by the Committee and to ask questions of any persons interviewed by the Committee;
  - (iv) in the case of a Committee convened under **clause 46.3**, may accept and rely upon the findings, determinations or recommendations of external bodies that are required to act in accordance with the principles of natural justice and empowered by law or formal reference to make findings of fact, provided that the staff member is given an opportunity to respond to any findings, determinations or recommendations against them and present any new evidence that was not able to be put to the external body; and
  - (v) make its report available to the nominated person(s) as specified in the relevant clause of this Agreement within the prescribed timelines.

**SCHEDULE 1: SALARIES, LOADINGS AND CASUAL RATES OF PAY**

CLASSIFICATION	ANNUAL RATE							
	Nov-05	Mar-06	Jun-06	Sep-06	Mar-07	Sep-07	Mar-08	Sept-08
		2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
<b>ASSOCIATE LECTURER (LEVEL A)</b>								
1	\$45,555	\$46,466	\$47,395	\$48,343	\$49,310	\$50,296	\$51,302	\$52,328
2	\$48,157	\$49,120	\$50,102	\$51,104	\$52,126	\$53,169	\$54,232	\$55,317
3	\$50,757	\$51,772	\$52,807	\$53,863	\$54,940	\$56,039	\$57,160	\$58,303
4	\$53,364	\$54,431	\$55,520	\$56,630	\$57,763	\$58,918	\$60,096	\$61,298
5	\$55,479	\$56,589	\$57,721	\$58,875	\$60,053	\$61,254	\$62,479	\$63,729
6	\$57,592	\$58,744	\$59,919	\$61,117	\$62,339	\$63,586	\$64,858	\$66,155
7	\$59,708	\$60,902	\$62,120	\$63,362	\$64,629	\$65,922	\$67,240	\$68,585
8	\$61,822	\$63,058	\$64,319	\$65,605	\$66,917	\$68,255	\$69,620	\$71,012
<b>LECTURER (LEVEL B)</b>								
1	\$65,078	\$66,380	\$67,708	\$69,062	\$70,443	\$71,852	\$73,289	\$74,755
2	\$67,517	\$68,867	\$70,244	\$71,649	\$73,082	\$74,544	\$76,035	\$77,556
3	\$69,958	\$71,357	\$72,784	\$74,240	\$75,725	\$77,240	\$78,785	\$80,361
4	\$72,401	\$73,849	\$75,326	\$76,833	\$78,370	\$79,937	\$81,536	\$83,167
5	\$74,837	\$76,334	\$77,861	\$79,418	\$81,006	\$82,626	\$84,279	\$85,965
6	\$77,280	\$78,826	\$80,403	\$82,011	\$83,651	\$85,324	\$87,030	\$88,771
<b>SENIOR LECTURER (LEVEL C)</b>								
1	\$79,720	\$81,314	\$82,940	\$84,599	\$86,291	\$88,017	\$89,777	\$91,573
2	\$82,160	\$83,803	\$85,479	\$87,189	\$88,933	\$90,712	\$92,526	\$94,377
3	\$84,599	\$86,291	\$88,017	\$89,777	\$91,573	\$93,404	\$95,272	\$97,177
4	\$87,040	\$88,781	\$90,557	\$92,368	\$94,215	\$96,099	\$98,021	\$99,981
5	\$89,477	\$91,267	\$93,092	\$94,954	\$96,853	\$98,790	\$100,766	\$102,781
6	\$91,922	\$93,760	\$95,635	\$97,548	\$99,499	\$101,489	\$103,519	\$105,589
<b>ASSOCIATE PROFESSOR (LEVEL D)</b>								
1	\$95,988	\$97,908	\$99,866	\$101,863	\$103,900	\$105,978	\$108,098	\$110,260
2	\$99,243	\$101,228	\$103,253	\$105,318	\$107,424	\$109,572	\$111,763	\$113,998
3	\$102,495	\$104,545	\$106,636	\$108,769	\$110,944	\$113,163	\$115,426	\$117,735
4	\$105,747	\$107,862	\$110,019	\$112,219	\$114,463	\$116,752	\$119,087	\$121,469
<b>PROFESSOR (LEVEL E)</b>								
	\$123,646	\$126,119	\$128,641	\$131,214	\$133,838	\$136,515	\$139,245	\$142,030

\* Step 6 of Level A is the minimum appointment level for staff who hold a relevant doctoral qualification, and/or for staff performing subject co-ordination duties.

**ANNUAL LOADINGS**

LOADINGS	ANNUAL RATE							
	Nov-05	Mar-06	Jun-06	Sep-06	Mar-07	Sep-07	Mar-08	Sep-08
		2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
<b>Full Clinical</b>	\$21,404	\$21,832	\$22,269	\$22,714	\$23,168	\$23,631	\$24,104	\$24,586
<b>Para-Clinical</b>	\$14,289	\$14,575	\$14,867	\$15,164	\$15,467	\$15,776	\$16,092	\$16,414
<b>Pre-Clinical and Dental Clinical</b>	\$10,716	\$10,930	\$11,149	\$11,372	\$11,599	\$11,831	\$12,068	\$12,309
<b>Professorial Merit</b>	\$16,758	\$17,093	\$17,435	\$17,784	\$18,140	\$18,503	\$18,873	\$19,250

**CASUAL RATES OF PAY**

**Note:** ^ denotes Higher rates to be paid to Casual staff performing full subject co-ordination duties and/or holding a relevant PhD.

**1 Lecturing**

	Nov-05	Mar-06	Jun-06	Sep-06	Mar-07	Sep-07	Mar-08	Sep-08
		2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
<b>Distinguished Visiting scholar</b>	\$216.40	\$220.73	\$225.14	\$229.64	\$234.23	\$238.91	\$243.69	\$248.56
<b>Significant responsibility</b>	\$173.12	\$176.58	\$180.11	\$183.71	\$187.38	\$191.13	\$194.95	\$198.85
<b>Developed lecture</b>	\$173.12	\$176.58	\$180.11	\$183.71	\$187.38	\$191.13	\$194.95	\$198.85
<b>Standard lecture</b>	\$129.84	\$132.44	\$135.09	\$137.79	\$140.55	\$143.36	\$146.23	\$149.15
<b>Repeat lecture</b>	\$86.56	\$88.29	\$90.06	\$91.86	\$93.70	\$95.57	\$97.48	\$99.43

**Distinguished Visiting Scholar Rate:** Paid to a distinguished visiting scholar for a single lecture or for each lecture in a small group of lectures and for specialised lectures. This rate includes one hour of delivery and up to four hours' associated working time.

**Significant Responsibility Rate:** Paid where the lecturer assumes significant responsibility for planning and developing a course unit (or subject) or a large part of a unit as well as lecturing, or where a lecture or small group of lectures calls for special expertise. This rate includes one hour of delivery and up to three hours' associated working time.

**Developed Lecture Rate:** Paid where staff member has responsibility for coordination of a course unit. This rate for one hour of delivery and up to three hours' associated working time.

**Standard lecture Rate:** Paid as the standard rate for lectures, and includes 1 hour of delivery and up to 2 hours associated working time.

**Repeat lecture:** Paid for a lecture covering the same subject matter as a lecture given within seven days to another group of students, and includes one hour's delivery and up to one hour's associated working time.

**2 Tutoring**

	Nov-05	Mar-06	Jun-06	Sep-06	Mar-07	Sep-07	Mar-08	Sep-08
		2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
<b>Tutorial rate</b>	\$92.61 \$110.75^	\$94.46 \$112.97^	\$96.35 \$115.23^	\$98.28 \$117.53^	\$100.25 \$119.88^	\$102.26 \$122.28^	\$104.31 \$124.73^	\$106.40 \$127.22^
<b>Repeat tutorial rate</b>	\$61.74 \$73.84^	\$62.97 \$75.31^	\$64.23 \$76.83^	\$65.51 \$78.37^	\$66.82 \$79.94^	\$68.16 \$81.54^	\$69.52 \$83.17^	\$70.91 \$84.83^

**Tutorial Rate:** Paid for one hour of tutorial time (or equivalent delivery through other than face to face teaching mode) and up to two hours of associated working time, including activities such as preparation, reasonably contemporaneous marking and student consultation.

**Repeat Tutorial Rate:** Paid for one hour of tutorial time (or equivalent delivery through other than face to face teaching mode) and up to one hour's associated working time, including activities such as preparation, reasonably contemporaneous marking and student consultation.

**3 Other required academic activity (including demonstrations)**

Nov-05	Mar-06	Jun-06	Sep-06	Mar-07	Sep-07	Mar-08	Sep-08
	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
\$30.87	\$31.49	\$32.12	\$32.76	\$33.42	\$34.09	\$34.77	\$35.47
\$36.92^	\$37.66^	\$38.41^	\$39.18^	\$39.96^	\$40.76^	\$41.58^	\$42.41^

Hourly rate for demonstrations (including repeat demonstrations); practical classes; workshops; student field excursions; clinical sessions other than clinical nurse education; the conduct of performance and visual art studio sessions; development of teaching and subject material e.g. preparation of subject guides and reading lists and basic activities associated with subject coordination; consultation with students; supervision; attendance at departmental and/or faculty meetings as required; attendance at lectures and other teaching activities as required; preparation or marking associated with demonstrations, but performed outside the demonstration period.

**4 Marking**

	Nov-05	Mar-06	Jun-06	Sep-06	Mar-07	Sep-07	Mar-08	Sep-08
		2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
<b>Supervising Examiner</b>	\$43.28	\$44.15	\$45.03	\$45.93	\$46.85	\$47.79	\$48.75	\$49.73
<b>Routine (Standard) Marking</b>	\$30.87 \$36.92^	\$31.49 \$37.66^	\$32.12 \$38.41^	\$32.76 \$39.18^	\$33.42 \$39.96^	\$34.09 \$40.76^	\$34.77 \$41.58^	\$35.47 \$42.41^

**Supervising Examiner:** Rate paid per hour for marking as a supervising examiner, or marking requiring a significant exercise of academic judgement appropriate to an academic at Level B status.

**Routine (Standard) Marking:** Rate paid per hour for routine marking, including multiple choice marking.

**5 Musical accompanying**

	Nov-05	Mar-06	Jun-06	Sep-06	Mar-07	Sep-07	Mar-08	Sep-08
		2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
<b>Musical Accompanying (1)</b>	\$61.74 \$73.84^	\$62.97 \$75.31^	\$64.23 \$76.83^	\$65.51 \$78.37^	\$66.82 \$79.94^	\$68.16 \$81.54^	\$69.52 \$83.17^	\$70.91 \$84.83^
<b>One to One Teaching</b>	\$84.43	\$86.12	\$87.84	\$89.60	\$91.39	\$93.22	\$95.08	\$96.98
<b>Recital Exams and Auditions</b>	A \$85.96 B \$71.63	\$87.68 \$73.07	\$89.43 \$74.52^	\$91.22 \$76.01^	\$93.04 \$77.53^	\$94.90 \$79.08^	\$96.80 \$80.66^	\$98.74 \$82.27^
<b>Musical Accompanying (2)</b>	\$30.87 \$36.92^	\$31.49 \$37.66^	\$32.12 \$38.41^	\$32.76 \$39.18^	\$33.42 \$39.96^	\$34.09 \$40.76^	\$34.77 \$41.58^	\$35.47 \$42.41^

**Musical Accompanying (1):** Applies to musical accompanying with special educational service, ie provision of musical accompaniment to one or more students or staff in the course of teaching by another member of academic staff in circumstances where the accompanist deploys educational expertise in repertoire development or expression for student concert or examination purposes, but does not include concert accompanying, vocal coaching or musical directing. This rate includes one hour of delivery and up to one hour of preparation.

**One to One Teaching:** Rate paid per hour for one to one teaching at the Conservatorium of Music.

**Recital Examination and Auditions** Rate paid per hour of delivery. Rate A is paid for the first hour and Rate B is paid per hour thereafter. **Musical Accompanying (2):** applies to musical accompanying, repititeurship, musical coaching other than with special educational service. This rate is paid per hour of delivery.

#### 6 Clinical Nurse Educator

	Nov-05	Mar-06	Jun-06	Sep-06	Mar-07	Sep-07	Mar-08	Sep-08
		2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
<b>Clinical Nurse Educator "1"</b>	\$61.74 \$73.84^	\$62.97 \$75.31^	\$64.23 \$76.83^	\$65.51 \$78.37^	\$66.82 \$79.94^	\$68.16 \$81.54^	\$69.52 \$83.17^	\$70.91 \$84.83^
<b>Clinical Nurse Educator "2"</b>	\$46.30 \$55.38^	\$47.23 \$56.48^	\$48.17 \$57.62^	\$49.13 \$58.77^	\$50.11 \$59.95^	\$51.11 \$61.15^	\$52.13 \$62.37^	\$53.17 \$63.62^

**Clinical Nurse Educator "1":** rate payable for provision of undergraduate clinical nurse education including delivery time and directly associated non-contact duties such as preparation, reasonably contemporaneous marking and student consultation. This rate includes one hour's delivery time and one hour's associated work time.

**Clinical Nurse Educator "2":** rate payable for provision of undergraduate clinical nurse education including delivery time and directly associated non-contact duties where little preparation time is required. This rate includes one hour's delivery time and 0.5 hour's associated work time.

#### 7 Clinical Educator

	Nov-05	Mar-06	Jun-06	Sep-06	Mar-07	Sep-07	Mar-08	Sep-08
		2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
<b>Clinical Educator "1A"</b>	\$46.01	\$46.94	\$47.87	\$48.83	\$49.81	\$50.81	\$51.83	\$52.87
<b>Clinical Educator "1B"</b>	\$42.22	\$43.06	\$43.92	\$44.80	\$45.70	\$46.61	\$47.54	\$48.49
<b>Clinical Educator "2A"</b>	\$38.35	\$39.12	\$39.90	\$40.70	\$41.51	\$42.34	\$43.19	\$44.05
<b>Clinical Educator "2B"</b>	\$35.32	\$36.03	\$36.75	\$37.49	\$38.24	\$39.00	\$39.78	\$40.58

**Clinical Educator 1A and 1B:** rate paid per hour where an average of three hours is spent on non-contact duties (including liaison with specific health agencies, examination of student patient care plans, student evaluation and counselling and individual preparation for contact periods) per session. Rate 1A applies to staff with requisite experience and Rate 1B applies to staff without experience.

**Clinical Educator 2A and 2B:** rate paid per hour where non-contact duties (as defined above) per session are less time consuming than non-contact duties applicable to Clinical Educator 1A and 1B. Rate 2A applies to staff with requisite experience and Rate 2B applies to staff without experience.

## **SCHEDULE 2: ACADEMIC CLASSIFICATIONS**

The responsibilities of academic staff may vary according to the specific requirements of the University to meet its objectives, to different discipline requirements and/or to individual staff development. Typical standards for levels of academic staff, other than casual staff, are as set out below. The levels are differentiated by level of complexity, degree of autonomy, leadership requirements of the position and level of achievement of the academic.

A staff member appointed to a particular level may be assigned, and may be expected to undertake, responsibilities and functions of any level up to and including the level to which the academic is appointed or promoted. In addition, staff may undertake elements of the work of a higher level in order to gain experience and expertise consistent with the requirements of the University's promotion processes.

### **Teaching and Research Academic Staff**

#### **Level A**

- work with the support and guidance from more senior academic staff
- expected to develop expertise in teaching and research with an increasing degree of autonomy
- normally expected to contribute to teaching, at a level appropriate to the skills and experience of the staff member, primarily at undergraduate and graduate diploma level
- engage in scholarly, research and/or professional activities appropriate to professional discipline
- undertake administration primarily relating to staff member's activities at the University
- normally have completed four years of tertiary study or equivalent qualifications and experience; may be required to hold a relevant higher degree

#### **Level B**

- undertake independent teaching and research in staff member's discipline or related area
- expected to make an independent contribution to research, scholarship and/or teaching through professional practice and expertise, and co-ordinate and/or lead the activities of other staff, as appropriate to the discipline.
- normally contribute to teaching at undergraduate, honours and postgraduate level
- may be required to perform full academic responsibilities of and related administration for co-ordination of an award program of the University provided that this is consistent with a reasonable and overall workload
- undertake administration primarily relating to staff member's activities at the University

#### **Level C**

- expected to make a significant contribution to the discipline at national level
- in research, scholarship and/or teaching, expected to make original contributions which expand knowledge or practice in discipline
- normally expected to make a significant contribution to research, scholarship and/or teaching and administration activities of an organisational unit or interdisciplinary area at undergraduate, honours and postgraduate level
- normally expected to play a major role or provide a significant degree of leadership in scholarly, research and/or professional activities relevant to the profession, discipline and/or community
- may be required to perform full academic responsibilities of, and related administration for, co-ordination of a large award program or a number of smaller award programs, if consistent with a reasonable overall workload

#### **Level D**

- expected to make an outstanding contribution to research, scholarship and/or teaching and administration activities of an organisational unit, including a large organisational unit, or interdisciplinary area
- responsibilities may include co-ordination of a large award program or a number of smaller award programs where this is consistent with a reasonable overall workload
- expected to make an outstanding contribution to governance and collegial life inside and outside the University

- will have attained recognition at a national or international level in staff member's discipline and is expected to make original and innovative contributions to advancement of scholarship, research and teaching in discipline.

#### **Level E**

- provide leadership and foster excellence in research, teaching and policy development in academic discipline within the University and within the community, professional, commercial or industrial sectors
- will have attained recognition as a leading authority in discipline, and will have achieved distinction at the national level and may be required to have achieved distinction at the international level
- expected to make original, innovative and distinguished contributions to scholarship, researching and teaching in discipline and make a commensurate contribution to the work of the University

#### **Research Academic Staff (inclusive of creative disciplines)**

##### **Level A**

- will normally work under the supervision of academic staff at Level B or above, with an increasing degree of autonomy as the research academic gains skills and experience
- will typically conduct research/scholarly activities under limited supervision either independently or as a member of a team
- may undertake limited teaching, supervise at undergraduate levels, and/or publish the results of the research conducted as sole author or in collaboration
- undertake administration primarily relating to staff member's activities at the University
- will normally hold a relevant higher degree

##### **Level B**

- will normally have experience in research or scholarly activities, which have resulted in publications in, refereed journals or other demonstrated scholarly activities
- will carry out independent and/or team research
- may supervise postgraduate research students or projects and be involved in research training

##### **Level C**

- will make independent and original contributions to research, which have a significant impact on staff member's field of expertise
- work will be acknowledged at national level as influential in expanding knowledge of discipline, and standing will normally be demonstrated by a strong record of published work or other demonstrated scholarly activities
- will provide leadership in research, including research training and supervision

##### **Level D**

- will make major original and innovative contributions to staff member's field of study or research, which are recognised as outstanding nationally or internationally
- will play an outstanding role within University, discipline and/or profession in fostering the research activities of others, and in research training.

##### **Level E**

- will typically have achieved international recognition through original, innovative and distinguished contributions to staff member's field of research, as demonstrated by sustained and distinguished performance
- will provide leadership in field of research, within the University, discipline and/or profession and within the scholarly and/or general community
- will foster excellence in research, research policy and research training



**SIGNED** for and on behalf of

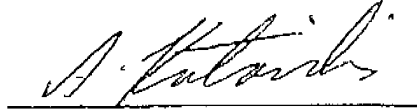
the **NATIONAL TERTIARY  
EDUCATION INDUSTRY UNION**



Name:

GRAHAME MCCULLOCH

In the presence of

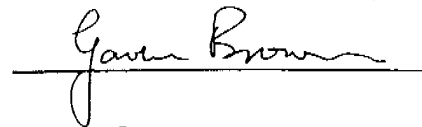


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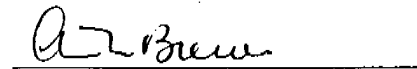
**THE UNIVERSITY OF SYDNEY**



Name:

GAVIN BROWN

in the presence of



dated

17/03/06