



THE UNIVERSITY OF
NEW SOUTH WALES

**UNSW
(General Staff)
Enterprise
Agreement 2000**

23 November 1999

Part 1 GENERAL

1.0 TITLE

This Agreement will be known as the University of New South Wales (General Staff) Enterprise Agreement 2000 ("Agreement").

2.0 ARRANGEMENT

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3.0 DEFINITIONS

In this Agreement, unless the context otherwise indicates, the following term has the meaning assigned to it:

“Act” means the Workplace Relations Act 1996.

“Conditions Award” means the New South Wales Universities (General Staff Conditions of Employment) (State) Award, as incorporated into the provisions of the Higher Education General and Salaried Staff (Interim) Award 1989 (the HEGSS Award).

“Director, Human Resources” means the Director, Human Resources of the University or his/her nominee.

“Ordinary rate of pay” means the total remuneration an employee is entitled to receive for performing his/her ordinary hours of work and does not include overtime, shift allowances, penalty rates, disability allowances, higher duties allowance, other allowances, special rates or any payment of a like nature.

“University” means the University of New South Wales and the Employer.

“Unions” means the following unions:

Community and Public Sector Union (CPSU);
Australian Liquor Hospitality and Miscellaneous Workers’ Union (LHMU);
Communications, Electrical, Electronic, Energy, Information, Postal and Plumbing Union of Australia (CEPU);
Australian Manufacturing Workers’ Union (AMWU); and
Construction, Forestry, Mining, and Energy Union of Australia (CFMEU).

4.0 APPLICATION AND PARTIES BOUND

(a) This Agreement will be binding on:

- (i) the University of New South Wales;
- (ii) each of the Unions who are parties to this Agreement, their officers and agents; and
- (iii) general staff employed by the University of New South Wales, subject to paragraph (b) below.

(b) This Agreement will not apply to:

- (i) academic staff employed by the University;
- (ii) staff employed at the Australian Defence Force Academy, University College, Canberra; and
- (iii) Institute of Languages teaching staff employed by the University.

5.0 DATE AND PERIOD OF OPERATION

- (a) Unless otherwise specified in this Agreement, this Agreement will operate from 1 January 2000 until 31 December 2002. Should the date of certification by the Australian Industrial Relations Commission be after 1 January 2000, the Agreement will operate from the date of certification until 31 December 2002.
- (b) The parties will commence discussions to review the terms and conditions of this Agreement no later than 3 months prior to its expiry date with a view to reaching agreement on the terms of a replacement Agreement.

6.0 RELATIONSHIP WITH OTHER AWARDS AND AGREEMENTS

6.1 This Agreement:

- (a) rescinds and replaces the University of New South Wales (General Staff) Enterprise Agreement 1997 certified by the Australian Industrial Relations Commission on 16 April 1997;
- (b) is to be read and interpreted in conjunction with the HEGSS Award, as varied and simplified under section 89A of the Act or its successor, and the Higher Education Contract of Employment Award 1998 (the HECE Award). In the event of any inconsistency between this Agreement and the provisions of the HEGSS Award or the HECE Award, the provisions of this Agreement will prevail to the extent of the inconsistency. Where this Agreement deals with a matter also dealt with in the HEGSS Award or the HECE Award and it is expressly stipulated in the body of the Agreement that the Agreement is to cover the field in respect of that matter, then this Agreement will prevail over that matter absolutely;
- (c) does not affect or impede the:
 - (i) JOBSKILLS Trainees (Higher Education General Staff) Award 1992;
 - (ii) Tertiary Education Superannuation Scheme (TESS) Superannuation Award 1988; or the
 - (iii) National Training Wage Interim Award 1994.

6.2 The parties agree that upon the request of either party during the term of this Agreement, the parties will meet to discuss and review the provisions in the above listed awards which fall outside the concept of allowable award matters as defined in section 89A of the Act and which have not already been specifically covered by a clause in this Agreement. Any review will be aimed at making the provisions specific to the University and will not involve a reduction of the substantive overall entitlement. Where agreement is reached, an application for variation will proceed in accordance with the relevant provisions of the Act.

7.0 STATEMENT OF INTENT

This Agreement represents the negotiated and agreed intentions of the parties to this instrument to:

- (a) achieve ongoing improvements in productivity, efficiency, effectiveness, quality, flexibility and equity;
- (b) support equal opportunity for employees and affirmative action for Equal Employment Opportunity groups, and achieve pay equity and gender balance;
- (c) enhance the University's position as a leading tertiary education and research provider;
- (d) strengthen the University's ability to attract and retain employees of the best quality by providing improved working conditions, expanded staff development opportunities, and levels of remuneration that place employees at the forefront of salary scales across the country;
- (e) provide a safe working environment in accordance with the relevant legislation;
- (f) ensure that all employees will have opportunities for enhancing existing skills and developing new ones to support job security and career development;
- (g) create dialogue between the University and its employees to ensure that the principles of equity, fairness and tolerance of diverse views are central to the ethos of the University community;
- (h) increase employment and development opportunities for Indigenous Australians inside the University as part of its commitment to reconciliation with Indigenous Australian people; and
- (i) encourage employees to work together to ensure that the University can manage its own future and manage change in a context where change is ongoing.

8.0 CONSULTATION BETWEEN THE PARTIES

The parties agree that for the purposes of facilitating the implementation of this Agreement the following consultative mechanisms will apply:

- (a) An Implementation Committee will be established which will:
 - (i) comprise two persons nominated by the Community and Public Sector Union (CPSU) and one person nominated by each of the other unions party to this Agreement; and an equal number of persons nominated by the University;
 - (ii) meet at the request of a party to this Agreement to discuss issues arising out of, and to develop strategies for the implementation of this Agreement;
 - (iii) be cognisant of the special needs of EEO groups.
- (b) As provided for elsewhere in this Agreement, the issues referred to in subclause 8.0(a)(ii) will include:

- (i) redeployment (subclause 9.2(b));
 - (ii) family friendly work arrangements (subclause 21.0(d));
 - (iii) workloads (clause 26.0);
 - (iv) reviewing the UNSW Classification Descriptors and evaluation of the concept of broad-banding (subclause 27.0(g)); and
 - (v) providing assistance to work units in the development of workplace performance planning programs.
- (c) The University recognises that employees may, from time to time, request that the University provide reasonable periods of time to consult with their union representatives.

Part 2 JOB SECURITY AND WORKPLACE CHANGE

This clause sets out processes to be followed during workplace change and addresses job security issues associated with that change.

9.1 PRINCIPLES

- (a) Consideration of issues that may lead to workplace change will be discussed with employees liable to be directly affected as early as possible and prior to a decision being taken to proceed with any change.
- (b) Job security will be provided through enhanced redeployment mechanisms.
- (c) Forced retrenchments will only occur as a last resort.
- (d) Union members may seek the advice or assistance of their union at any time during the change process.

9.2 JOB SECURITY

- (a) The parties to the Agreement recognise that a sense of job security for employees is important if the University is to function effectively and achieve its strategic goals.
- (b) The parties agree that during the first twelve months of the Agreement the Implementation Committee will develop redeployment guidelines that will be based on the following principles:
 - (i) redeployees will be considered for vacant and new positions, including any positions made vacant by calls for voluntary redundancy, prior to the positions being advertised;
 - (ii) retraining will accompany redeployment, recognising that different categories and levels of employees will have varying needs.
- (c) As an indication of a commitment to redeployment there will be no forced retrenchments for the first 12 months of this Agreement to allow for redeployment guidelines to be developed.

9.3 OUTSOURCING AND UNSW CORPORATE ENTITIES

- (a) The University agrees to give early notification to the Unions and affected employees with respect to any outsourcing plans or plans to transfer UNSW employees to a UNSW corporate entity.
- (b) Prior to the University making a decision to outsource work or transfer UNSW employees to a UNSW corporate entity there will be discussions between the relevant parties to allow the Unions to put forward an argument that the work might be better performed by directly employed employees.
- (c) Recognising the difficulties associated with redeployment of cleaning and security services employees, the University agrees that during the life of this Agreement it will not take a decision to outsource cleaning or security services where such a decision will result in forced retrenchments of directly employed employees.
- (d) In the case of a University activity being transferred to a UNSW corporate entity the provisions of this Agreement will continue to prevail for both existing and new employees to whom this Agreement would otherwise apply until new employment conditions for the employees of the controlled entity have been formalised through the relevant industrial tribunal.

9.4 WORKPLACE CHANGE PROCESS

9.4.1 Preliminary Consideration of Workplace Change

- (a) The parties accept that there will often be discussion of issues which may or may not lead to workplace change prior to any development of a specific change proposal.
- (b) When these discussions appear likely to lead to the development of a specific change proposal as outlined in subclause 9.4.2, such discussions will involve all employees liable to be directly affected as soon as possible. An employee will be considered to be directly affected when the proposed change is likely to have an impact on that employee's work practices, working conditions, employment or career prospects.
- (c) Minor workplace changes may be made through a less formal process.

9.4.2 The Discussion Paper

- (a) The University will issue documentation (the Discussion Paper) to employees likely to be directly affected and the relevant union, if it is anticipated that one or more of the following will occur:
 - (i) relocating employees;
 - (ii) retrenchments;
 - (iii) changing hours of operation;
 - (iv) introducing significant technological change;
 - (v) outsourcing;
 - (vi) changing work practices;

- (vii) significant change in the workload of an employee; or
 - (viii) transfer of university functions to a UNSW controlled entity.
- (b) The Discussion Paper will address the following points:
- (i) the proposed time frame for examination of the change proposal;
 - (ii) the nature of the change proposal;
 - (iii) the reasons/aims for making the change;
 - (iv) relevant financial information;
 - (v) anticipated redundancies;
 - (vi) relevant staffing matters;
 - (vii) any workload implications; and
 - (viii) EEO implications.
- (c) The Discussion Paper will normally be issued to employees at a meeting arranged for the purpose of allowing employees and the unions the opportunity to initially comment on the change proposals. There will be at least 10 days notice of the meeting for unions to arrange representation and adequate time for all employees affected to organise their participation in this meeting.
- (d) Future meetings may be called by either party to present and/or explain to the employees the issues contained in the Discussion Paper.
- (e) In the circumstances referred to in subclause 9.4.2(a), affected employees and the union(s) will be involved in the examination of the change proposal. Involvement will include circulation of proposals for consideration; providing an opportunity for written responses or alternatives from affected employees and the union(s); meetings of employees and the union(s) to discuss and examine the change proposal and alternatives; provision of relevant information related to the proposal and alternatives; and may involve establishing a working party or other processes arising from consultation with employees.

9.4.3 The Recommendation Paper

- (a) Following the process in subclause 9.4.2, the University will issue documentation that sets out any changes recommended and the rationale for such changes (the Recommendation Paper). Employees who may be directly affected and the union(s) will be issued with a copy of the Recommendation Paper and will have an opportunity to comment on the recommendation(s).
- (b) The relevant union(s) will be involved in negotiating the implementation of any changes contained in the Recommendation Paper that will affect the employment conditions of employees.

9.4.4 Potential Job Loss

- (a) Where there is potential for the loss of positions, the University will consult with the employees likely to be affected and the relevant union(s) on the likely positions involved and on ways to avert potential job loss, or measures to minimise the adverse effects of job loss.

Measures referred to in subclause 9.4.4(a) may include expressions of interest in voluntary redundancy, pre-retirement contracts, voluntary exit packages, or redeployment.

9.4.5 Employees and Workplace Reorganisation

- (a) If a work unit is reorganised following the consultative process outlined in subclause 9.4.1, 9.4.2 and 9.4.3 above, the following procedures will apply in relation to employees on continuing contracts of employment.
 - (i) Where the duties of a position are not significantly changed, the existing incumbent will continue to hold the position.
 - (ii) Where the duties of a position are so significantly changed that it can be regarded as a new position or where a position is no longer required, the employee holding the position will become eligible for the purposes of subclause 9.4.5(a)(iii).
 - (iii) Where new position(s) are created, expressions of interest will be called for from amongst eligible employees within that work unit. The selection process used will be determined following consultation between the parties. Where such positions are not filled by eligible employees, the positions will be advertised internally.
- (b) When the procedures outlined in subclause 9.4.5(a) have been completed and there are eligible employees who do not gain positions, these employees will become displaced employees for the purpose of subclause 9.4.6.

9.4.6 Displaced Employees

- (a) The University is committed to redeploying displaced employees who elect to be redeployed in accordance with the redeployment guidelines referred to in subclause 9.2.
- (b) A displaced employee who has been advised in writing by the Director, Human Resources that his/her position has been made redundant, must elect to be considered for redeployment within 2 weeks of receiving such notification. If no election for redeployment is made within 2 weeks, the displaced employee will be retrenched in accordance with subclause 9.4.8.

The University will undertake a redeployment process in accordance with subclause 9.4.7 for a minimum period of 10 weeks from the date that the employee elects to be redeployed.

A displaced employee who elects to be redeployed but is not redeployed will be retrenched in accordance with subclause 9.4.8.

9.4.7 The Redeployment Process

- (a) Where an employee has written to the University and expressed an interest in redeployment, he/she will have a minimum period of 10 weeks (“the redeployment period”) to be considered for redeployment.
- (b) An employee who seeks to terminate the redeployment process will receive payment for 10 weeks ordinary pay less any period of the redeployment period that has passed.

During the redeployment period the displaced employee may continue to work in his/her work unit or where available work temporarily in another work unit, or undertake training.

During the redeployment process a displaced employee will be eligible for:

- (i) support in seeking redeployment within the University;
 - (ii) appropriate out placement support; and
 - (iii) a reasonable amount of time without loss of pay to attend job interviews or other job search activities.
- (c) No reasonable offer of redeployment or training will be refused by a displaced employee who elects to be considered for redeployment.
 - (d) If the employee is not successful in being redeployed within the agreed notice period or elects to terminate the redeployment period early then the employee will be retrenched in accordance with subclause 9.4.8.
 - (e) An employee who is redeployed to a position at a level lower than his/her previous salary level will receive salary maintenance at his/her previous rate of pay for 12 months.

9.4.8 Retrenchment

- (a) A displaced employee who does not elect to be redeployed in accordance with subclause 9.4.6(b) can elect to accept 10 weeks notice or 10 weeks payment in lieu of notice.
- (b) A displaced employee who elects to work part or all of the 10 week notice period will only receive on retrenchment payment for the balance of the 10 weeks not worked.
- (c) An employee who is retrenched will be entitled to a severance payment based on 3 weeks salary for every completed year of service to a maximum of 52 weeks in addition to payment for annual leave in accordance with clause 30.0, payment on a pro-rata basis for leave loading and payment for long service leave in accordance with clause 32.0.

Part 3 SALARIES AND RELATED MATTERS

10.0 SALARY INCREASE

- (a) For general staff covered by this Agreement the following salary increases will apply:
- (i) 2% from 17 April 1999 (already paid on 14 October 1999).
 - (ii) 1% from 10 December 1999.
 - (iii) 3% from 4 August 2000.
 - (iv) 2% from 8 June 2001.
 - (v) 2% from 7 June 2002.
- (b) If the University provides additional funds for a salary increase during the life of this Agreement, the parties will re-open negotiations with a view to discussing the terms for a variation to subclause 10.0(a) pursuant to section 170MD of the Act.
- (c) Notwithstanding the provisions of this clause, no employee will be paid a rate less than that which, but for the operation of this Agreement, would be payable under an award of the Australian Industrial Relations Commission, or its successor, which applies to that employee.

11.0 APPRENTICES

- (a) Apprentices will be paid rates in accordance with the following percentages of the salary prescribed for the first step of Level 3:

1st year	45%
2nd year	60%
3rd year	75%
4th year	90%

- (b) Adult Apprentice Rates:

Adult apprentices will be paid rates in accordance with the following percentages of the salary prescribed for the first step of Level 3:

1st year	80%
2nd year	85%
3rd year	90%
4th year	90%

12.0 ALLOWANCES

- (a) The salary rates contained in Schedule 1.0 and Schedule 1.1 include all prescribed allowances other than those specified in this subclause.

- (b) The allowances which will continue to be payable as amounts in addition to salaries are:

	per year
Cadaver Allowance	\$1,047
On Call Allowance (DIS, Custodians)	\$356
Remote Area Allowance with dependant	\$1,216
without dependant	\$851
First Aid Allowance	\$420

- (c) The following licence/registration fees will be paid to employees who, by virtue of their employment, are required to hold the following licences.

Electricians Licence;
Plumbers Licence/Registration;
Security Licence 1A and 1B;
Refrigeration and Air-conditioning Licence;
Radiation (Holders and Users) Licences;

and other licences relevant to University employment identified during the life of this Agreement and agreed by the parties.

- (d) Employees of the University who, as at the date of this Agreement, were entitled to and in receipt of these allowances will continue to receive these allowances until they cease to be employed by the University or cease to be employed in the position held at the date of this Agreement.

Adverse Event Pager Allowance;
Specific Pathogen Free Unit Allowance;
Leading Hand/Crew Chief Allowance;
Licence Allowance (Electricians);
Licence Allowance (Plumbers);
Registration Allowance (Plumbers);
Qualifications Allowance (Cleaning Attendants);
Tool Allowance; and
Horizon Maintenance Allowance.

12.1 Higher duties allowance

- (a) An employee (hereinafter called the relieving employee) who is appointed temporarily to perform all of the duties of a higher classified position and who performs all such duties required to be performed during the appointment will, subject to this clause, be paid an allowance at a rate determined in accordance with subclause 12.1(b) for all the time during which he/she performs such duties.

- (b) The rate of the allowance referred to in subclause 12.1(a) above will be an amount equal to the difference between the relieving employee's substantive salary and the minimum salary of the higher classified position which results in a salary increase.
- (c) No allowance will be payable pursuant to this clause unless the relieving employee performs the duties of the higher classified position for a period in excess of 5 consecutive working days or in excess of two consecutive working days for trades staff.
- (d) No allowance will be payable pursuant to the clause to a designated relieving employee or a relieving employee who is recognised as the deputy or assistant of a more senior employee and whose normal duties as specified by his/her job description include deputising for that more senior employee.
- (e) An allowance may vary during the period the relieving employee is required to temporarily perform the duties of the higher classified position to take account of changes in salary during that period.
- (f) A relieving employee will be entitled to be paid a 100% higher duties allowance unless it is specified at the commencement of the higher duties allowance that the employee has only been appointed to undertake part of the duties of the higher position. In such circumstances, a lesser amount, which will normally be a percentage of the full amount will be paid.

12.2 Meal Allowance

An employee when required to work overtime will be paid a meal allowance in addition to any overtime payment as follows:

- (a) when required to continue working beyond 2 hours immediately after his/her normal finishing time (except when the overtime work ceases no later than 6.00pm);
- (b) when required to work overtime for more than 5 hours on a Saturday, Sunday or public holiday, except in the case of Security staff who will not receive a meal allowance in these circumstances where the employee is given more than 48 hours notice of the overtime;
- (c) when required to commence duty at or before 6.00am being at least one hour before the employee's usual starting time.

13.0 SHIFT PENALTIES

This clause overrides clause 11 and subclause 16(b) of the Conditions Award in their entirety.

Nothing will prevent the University and the relevant union agreeing to annualised shift loadings in lieu of the loadings described in subclauses 13.1, 13.2 and 13.3 below.

13.1 Shift loadings - General

The following shift loadings will be paid:

- (a) Early morning shift - any shift commencing before 6.00am. The loading will be 10% in addition to the ordinary rate of pay.
- (b) Afternoon shift - any shift finishing after 6.30pm and at or before 8.30pm will attract a loading of 10% in addition to the ordinary rate of pay. Any shift finishing after 8.30pm and before midnight will attract a shift loading of 12.5% in addition to the ordinary rate of pay.
- (c) Night shift - any shift finishing at or after midnight and at or before 8.00am. The loading will be 15% in addition to the ordinary rate of pay.
- (d) Permanent Night Shift - means any shift system in which shifts are worked which do not rotate or alternate with other or another shift so as to give the employee at least one third of his/her working time off night shifts in each roster period. The loading will be 30% in addition to the ordinary rate of pay.
- (e) Saturday, Sunday and Public Holiday shifts - the loading will be 50% (Saturday), 75% (Sunday) and 150% (Public Holiday) in addition to the ordinary rate of pay. These loadings will be in substitution for and not cumulative upon any shift loadings specified in subclause 13.2 or overtime penalties.

13.2 Shift loadings - Security, Custodian, Caretaker, Unigym (Pool and Weights Room) and MISU Operations Staff

- (a) The loadings and penalty rates in this subclause apply to security, custodian, caretaker, UniGym (pool and weights room), and computing (Management Information Services Unit - Operations) staff of the University.
- (b) Subject to subclauses 13.2(c) and (d) below, an employee engaged to work ordinary hours of duty on any day between the hours of 8.00pm and 8.00am will be paid a loading of 20% in addition to the ordinary rate of pay for each hour so worked provided that the work commences at or before 6.00am.
- (c) An employee engaged to work ordinary hours on a Friday, Saturday or Sunday:
 - (i) will be paid a penalty rate of 25% in addition to the ordinary rate of pay for all hours worked between 8.00pm on Friday and midnight on a Saturday; and
 - (ii) will be paid a penalty rate of 75% in addition to ordinary rate of pay for all hours worked between midnight on a Saturday and 8.00am on a Monday provided that the work commences at or before midnight on a Sunday.
- (d) An employee engaged to work on a public holiday will be paid a penalty rate of 125% in addition to the ordinary rate of pay for all hours worked between midnight on the day preceding the holiday until midnight on the holiday.

- (e) The penalty rates prescribed by subclauses 13.2(c) and (d) will be cumulative upon any shift loading payable under subclause 13.2(b) of this clause.

13.3 Shift Loadings - Cleaning and Attendant (Gatekeeper) Staff

13.3.1 Shift loading - Monday to Friday

Subject to subclause 13.3.1 below (relating to weekend loadings) the following shift loadings will be paid:

- (a) Early morning shift - any shift commencing at or before 6.00am. The loading will be 20% in addition to the ordinary rate of pay for each hour worked until 8.00am.
- (b) Night shift - any shift finishing after 8.00pm and at or before 8.00am the next day. The shift loading will be 20% in addition to the ordinary rate of pay for each hour worked after 8.00pm.

13.3.2 Shift loading - weekends and public holidays

- (a) The following shift loadings will be paid:
 - (i) An employee engaged to work wholly or partly on a Saturday will be paid a loading of 50% in addition to the ordinary rate of pay for all hours worked on that Saturday.
 - (ii) An employee engaged to work wholly or partly on a Sunday will be paid a loading of 75% in addition to the ordinary rate of pay for all hours worked on that Sunday.
 - (iii) An employee engaged to work wholly or partly on a public holiday will be paid a loading of 150% in addition to the ordinary rate of pay for all hours worked on that public holiday.
- (b) The loadings prescribed in subclause 13.3.2 will be in substitution for and not cumulative upon any shift loadings specified in subclause 13.3.1.

14.0 SALARY SACRIFICING

- (a) "Salary" means the salary, leave or other like payment prescribed for an employee from time to time in accordance with any award, certified agreement or contract of employment for any work performed and for any leave taken or other absence by the employee during employment.

"Scheme" means the salary sacrificing scheme for childcare benefit and superannuation or other agreed benefit provided for in this clause.

- (b) By written agreement with the University, an employee may receive in lieu of Salary:

- (i) the benefit of services under the University's child care scheme; and the benefit of an additional employer contribution to superannuation in lieu of an employee contribution (where the Scheme allows this); or any other benefit as listed in Schedule 2.0 and approved by the University (cash payment made for the benefit of the employee) as agreed by the parties during the life of this Agreement.
 - (ii) an amount ("Amount") being the difference between Salary and the amount specified by the University from time to time as the value of the benefit received by the employee under the University's Scheme.
- (c) An employee will be entitled to enter into a salary sacrificing arrangement with the University pursuant to subclause 14.0(b) on the date of appointment for new employees, or, on a fixed annual date for all other employees.
- (d) If an agreement is made under subclause 14.0(b) any other payment calculated by reference to the employee's Salary and payable during employment, or on termination of employment will be calculated by reference to the Salary and not to the Amount.
- (e) An agreement under subclause 14.0(b) will terminate if:
- (i) at any time the "Amount" in subclause (b)(i) is negative.
 - (ii) the employee withdraws from the Scheme by giving 8 weeks notice of intention to withdraw from the Scheme.
- an
- (f) Where an employee elects to receive a benefit as provided for in this clause every award and contract of employment applicable to that employee and the University is varied as necessary so as to give effect to this clause.
- (g) Each employee who agrees to the Scheme will enter into a written agreement which sets out the terms and conditions applying to the Scheme.

15.0 INCREMENTAL PROGRESSION

Incremental progression to the top of the relevant salary range will occur annually where the employee's supervisor is satisfied that the employee's performance is satisfactory.

16.0 EQUALISATION OF SALARY

Equalisation of salary is a flexible payment of salary arrangement, available in particular to those employees who are continuous employees working on a sessional basis, which allows those employees' total annual hours of employment to be equalised and paid over the entire calendar year.

- (a) An employee and the University may, by agreement, agree to equalise his/her salary so that the annual earnings are paid in equal portions over the whole year, rather than only those weeks where work is performed.

- (b) Where the above arrangement is entered into, the employee will be entitled to all benefits to which he/she would otherwise have been entitled on the same proportion as in subclause 16.0(a) above.

17.0 SUPERANNUATION

- (a) The University agrees that it will maintain the current level of superannuation contributions for existing employees.
- (b) In the event that the Federal Government varies superannuation funding arrangements within the life of this Agreement, the University will consult with the Union with respect to the implications of that change for employees who are employed after the implementation date of such new arrangements.

Part 4 HOURS OF WORK

18.0 ORDINARY HOURS AND SPAN OF HOURS

This clause overrides clause 2 of the HEGSS Award or successor.

This clause sets out the hours of work.

- 18.1 “Ordinary hours of work” refers to either 35 hour per week employees (7 hours per day worked within the appropriate span of hours), or 38 hour per week employees (7.6 hours per day worked within the appropriate span of hours) as shown in columns A and B of Schedule 3.0.
- 18.2 The span of hours of work for employees is as set out in column C of Schedule 3.0.
- 18.3 Schedule 4.0 sets out the translation of former classifications of employees into the categories in Schedule 3.0. The hours of work of new staff classifications will be determined through consultation with the relevant union.
- 18.4 An employee will only be required to attend for duty:
 - (a) once in a single day, unless such other arrangement already exists as at the date of this Agreement; and
 - (b) not more than 5 out of 7 days, unless such other arrangement is agreed between the University and the relevant union(s).

19.0 CHANGES TO THE ESTABLISHED PATTERN OF HOURS

- (a) “Established pattern of hours” is the pattern of hours within the span of hours worked by an employee consistent with the custom and practice of the work unit.
- (b) Notification of changes to the established pattern of hours of an employee within the span of hours as set out in Schedule 3.0 will be as follows:

- (i) seven (7) days notice (or less if mutually agreed between the employee and his/her supervisor), will be given of a proposed temporary change; or
 - (ii) twenty-one (21) days notice (or less if mutually agreed between the employee and his/her supervisor), will be given of a proposed permanent change.
- (c) Any proposed change that gives rise to a dispute on the application of this provision including where an employee's personal commitments are concerned will be dealt with according to the dispute resolution procedures of this Agreement. Until the matter is resolved, no change to the employee's established pattern of hours will take place.
- (d) Proposed changes in the hours of operation of a work unit will be dealt with in accordance with subclause 9.4.2 of this Agreement.

20.0 SHIFT ROSTERS

Where an employee is required to work according to a roster the following will apply:

- (a) Work rosters will be posted in a readily accessible place.
- (b) All rosters will indicate the commencement and cessation times of the ordinary hours of work of the respective shifts for each employee.
- (c) Changes or variations to shift rosters will be notified at least 7 days prior to becoming operative, except in the case of staff in categories L and M of Schedule 3.0.
- (d) A shift roster may be changed at any time to enable the functions of the University to be carried on, where another employee is absent from duty because of illness or in an emergency. However, if such an alteration involves an employee working on a day that would have been the employee's day off, such time worked on that day will be paid for at overtime rates.
- (e) Places in shift rosters may be interchanged by agreement between the employees and the University, provided that the University will not incur additional shift or overtime penalties as a consequence of the interchange.

21.0 FLEXIBLE WORKING ARRANGEMENTS

- (a) The University is committed to the implementation of work practices that find the best possible match between the interests of the University and those of individual employees and in doing so is committed to providing employees with family friendly working arrangements, such as:
 - (i) Part-time and fractional work;
 - (ii) Job sharing; and
 - (iii) Flex-time.

- (b) The University recognises that benefits flow to the University from such arrangements and that these arrangements should be made available to all employees subject to the requirements of the work unit.
- (c) Flex-time is the system whereby employees may work flexible start and finish times within the appropriate span of hours, and work more than the number of ordinary hours of work to accumulate flex hours which may then be taken as time off work at a later stage mutually agreed between the employee and supervisor. Accrued flex-time hours will be equal to the period of time actually worked and will not attract shift loading or overtime payments or other penalties.
- (d) The Implementation Committee will be involved in the further development of policy to support family friendly work arrangements.

22.0 OVERTIME

22.1 Reasonable overtime may be required

The University may require an employee to work reasonable overtime at rates prescribed in this award. Wherever possible, an employee will be given at least forty-eight hours notice of any overtime to be worked. Where such notice is not given, an employee will not be required to work overtime if the employee satisfies the University that he/she cannot work overtime that day.

22.2 Overtime rates

Except as stated below, where overtime is worked at the direction of the University:

- (a) all overtime worked outside ordinary or rostered hours of duty will be paid for at the rate of 1½ times the base rate of pay for the first two hours and then double the base rate of pay until completion of the overtime work;
- (b) all overtime worked between midnight Saturday and midnight Sunday will be paid for at double the base rate of pay with a minimum payment of 4 hours. Except that, where overtime is performed for essential work on Sundays for feeding animals, watering, etc. and such overtime is for less than 3 hours, the minimum payment will be for 3 hours. However, no minimum payment will apply when overtime is worked immediately before or after an ordinary hours shift (including a reasonable meal break).
- (c) all overtime worked on a public holiday will be paid at 2½ times the base rate of pay, with a minimum payment of 4 hours. Except that, where overtime is performed for essential work for feeding animals, watering, etc., and such overtime is for less than 3 hours, the minimum payment will be for 3 hours. However, no minimum payment will apply when overtime is worked immediately before or after an ordinary hours shift (including a reasonable meal break).

22.3 Part-time employees

If a part-time employee works more hours a week than his/her regular hours of work a week, but not in excess of the ordinary hours of duty for a full-time employee in the same classification, that employee will be paid at the base rate of pay for each additional hour worked.

22.4 Break after overtime

- (a) If overtime is necessary, an employee must have at least 10 consecutive hours off between work on successive days, if reasonably practicable.
- (b) If an employee works overtime and does not have 10 consecutive hours off between the end of ordinary duty and the start of ordinary duty on the next day the employee:
 - (i) must be released at the end of the overtime until they have had 10 consecutive hours off unless the supervisor directs them to continue working.
 - (ii) must be paid for ordinary working time occurring during the 10 consecutive hours off duty.
- (c) If an employee is directed by the supervisor to resume or continue work without having 10 consecutive hours off, the employee:
 - (i) must be paid at the overtime rate until he/she is released from duty.
 - (ii) is entitled to be absent for 10 consecutive hours without loss of pay for work occurring in that absence.
- (d) If a shift worker works overtime for the purpose of changing shift rosters or does not report for duty and a day worker replaces him/her, then subclauses 11.7.4(a), (b) and (c) apply as if 8 hours were substituted for 10 hours.

22.5 Minimum overtime payment

If an employee is instructed to report for overtime on a day when he/she would not have to work, and on reporting for duty finds that there is no work, the employee will be paid 3 hours overtime at that day's overtime rate.

22.6 Calculation of overtime

Each day's overtime is calculated separately to the nearest quarter of an hour.

22.7 No overtime payment for flexible hours

Despite anything contained elsewhere in this clause, an employee who has the permission of the University to work flex-time may work in excess or outside of the prescribed ordinary hours of work in a day or a week subject to the limits specified from time to time by the University. Time worked to accumulate flex-time will not attract overtime payments.

22.8 Overtime barrier

An employee whose substantive annual salary is \$1.00 a year or more above the maximum salary for a Level 7 employee will not be entitled to the payment of overtime or the granting of time off in lieu of overtime payments. Provided that the University may approve the payment of overtime or the granting of time off in lieu either in accordance with this agreement or compensation on another basis, whether by granting leave or payment as the University may determine.

22.9 Time off in lieu of overtime payment

- (a) If an employee works overtime and agrees to time off in lieu of overtime the University may, instead of paying overtime, give the employee time off for a period equal to the overtime hours that would have been payable. For example 4 hours overtime worked at double time is equal to 8 hours time off in lieu of overtime payment.
- (b) The maximum number of hours of time in lieu instead of overtime payments that may be accumulated will not be more than the number of ordinary hours in the employee's working week.
- (c) Time in lieu will be taken at a mutually agreed time except that the time in lieu will be taken within 3 months of the time that the overtime was worked.

22.10 Minimum payment for call back

If an employee is called back for work after leaving the University he/she will be paid at the appropriate overtime rate for a minimum of 4 hours. Each call stands alone. This does not apply if it is customary for an employee to return to the University to perform pre-arranged overtime or where the overtime is continuous (provided there is a reasonable meal break) with the start or end of normal working time.

23.0 MEAL BREAKS

- (a) Not less than thirty minutes and, except where a flex-time system allows for, not more than one hour will be allowed for each meal.
- (b) However, except as provided in subclause 24(d), when employees are called upon to work any portion of their meal hours, such time will count as part of their ordinary working hours.
- (c) Trades staff described in Schedule 3.0 as Category K who are directed to work during meal breaks will be paid at the rate of double time for that period and continue to be paid at that rate until a meal break is allowed.
- (d) An employee will not be required to work overtime beyond 6.00pm without a meal break of at least thirty minutes that will not count as time worked.
- (e) This clause will not apply to employees, such as field work employees or security employees, where, by agreement between the University and the affected employees or their representative, no meal break is taken but a paid crib break of 30 minutes is allowed.

- (f) For trades staff described in Schedule 3.0 as Category K there will be a paid rest period of 10 minutes between 9.00am and 11.00am or at an earlier time mutually agreed by the employee and the University.

Part 5 EMPLOYMENT CATEGORIES AND WORKPLACE MANAGEMENT

24.0 EMPLOYMENT CATEGORIES

The provisions of subclauses 24.1 to 24.5 of this Agreement will override clause 2 of the HECE Award in its entirety.

24.1 Full-time Employment

Full-time employee means an employee who is engaged for 35 or 38 hours per week depending upon the hours set out for their classification in Schedule 3.0.

24.2 Part-time Employment

- (a) Part-time employee means an employee who is engaged for award weekly hours less than those of a full-time employee in the same category of staff as prescribed in Schedule 3.0 of this Agreement.
- (b) Part-time employees will be paid an hourly rate calculated by dividing the weekly rate appropriate to the level and step of the employee by the number of hours worked by an equivalent full-time employee in the same category of staff as prescribed in Schedule 3.0.
- (c) A part-time employee will be entitled to payments in respect of annual leave, sick leave, long service leave and all other authorised leave on a proportional basis to an equivalent full-time employee.
- (d) Subject to this clause, all other provisions of this Agreement relevant to full-time employees apply to part-time employees on a pro-rata basis.

24.3 Casual Employment

Casual employment means a person engaged by the hour and paid on an hourly basis that includes a loading related to award based benefits for which a casual employee is not eligible.

- (a) The University is committed to exploring more permanent alternatives of engaging employees (e.g. part-time, sessional contracts etc.) who do not fit the description of a casual employee.
- (b) A casual employee will be paid an hourly rate calculated by dividing the weekly rate appropriate to his/her level and step by the number of hours worked by an equivalent full-time employee in the same category of staff as prescribed in Schedule 3.0("base hourly rate").

- (c) Subject to subclauses 24.3(d) and (e) (relating to overtime and shift work), in addition to the base hourly rate, a casual employee will be entitled to:
 - (i) a loading of 12.5% (“casual loading”); and
 - (ii) a loading of 1/12th in lieu of annual leave (“casual leave loading”).
- (d) A casual employee who works in excess of 10 hours on any day is entitled to payment calculated at the base hourly rate plus the applicable overtime penalty rate plus the casual loading, but exclusive of the casual leave loading.
- (e) A casual employee who is engaged to perform shift work is entitled to payment calculated at the base hourly rate plus the applicable shift penalty plus the casual loading plus the casual leave loading for each rostered shift.

24.4 Fixed-Term Employment

- (a) “Fixed-term employee” means an employee engaged on a contract of employment for a fixed period of time (a fixed-term contract) other than a casual employee whose contract will specify the starting and finishing dates of that employment.
- (b) Fixed-term employment may contain a reasonable probationary period that is directly related to the nature of the work to be carried out under the contract.
- (c) Fixed-term contracts may be offered:
 - (i) where funding for the position is from a specific purpose grant;
 - (ii) where the employment is for a project of limited duration;
 - (iii) to replace another employee who is either on leave or secondment from the workplace, or to temporarily fill a vacant position pending advertisement;
 - (iv) in a new organisational area whose continuing operation is uncertain;
 - (v) to fill a peak work load demand of less than 12 months;
 - (vi) to employ a person in a senior management position or a person with specific skills which are required for a limited period of time;
 - (vii) for the employment of post graduate students;
 - (viii) for a person engaged on research only functions for a period not exceeding 5 years; and
 - (ix) pre-retirement contracts.
- (c) A fixed-term employee will be entitled to a contract of employment from the University stating the period of employment; the duties performed; and the reason for the fixed-term appointment.

- (d) Subject to subclause 24.4(e) below, all other provisions of this Agreement relevant to full-time employees apply to fixed-term employees.
- (e) The provisions of subclauses 9.4.5 to 9.4.8 of this Agreement will not apply to fixed-term employees.

24.5 Apprentices

- (a) Apprentice employee means an employee who is indentured as an apprentice.
- (b) Adult apprentice means an apprentice employee who is over 21 years of age.

25.0 WORKPLACE DEVELOPMENT AND PERFORMANCE PLANNING

The parties recognise that employees should have the opportunity to be involved in workplace development and performance planning programs within the work unit that:

- (a) have been developed in consultation with employees having regard to the University's operational and strategic plans;
- (b) are documented and reflect the appropriate goals, time frames and review of roles;
- (c) provide a mechanism for employees to discuss expectations about their own work and the work of their unit or group with their supervisors;
- (d) provide an opportunity for employees to discuss their training and staff development needs/requirements;
- (e) provide an opportunity for employees to regularly review with their supervisor their progress with regard to work expectations;
- (f) provide a process which defines the responsibilities of supervisors and employees in the work unit and at the individual level;
- (g) provide a process which recognises the changing nature of work requirements; and
- (h) are subject to at least annual review, where matters such as changes in work priorities or workload implications should be considered.

25.1 The Implementation Committee established in clause 8.0 of this Agreement will be available to provide assistance in the development of performance planning guidelines.

26.0 WORKLOADS

The Implementation Committee will develop guidelines to establish fair workload practices appropriate to the work unit based on Part 4 Hours of Work of this

Agreement, and will develop a process that will enable employees to raise workload issues.

27.0 JOB EVALUATION

- (a) The University will use the UNSW Job Evaluation System (the System) based upon the University of New South Wales Classification Descriptors for General and Salaried Staff in evaluating the salary classifications for employee positions covered by Levels 1 to 9 of this Agreement.
- (b) The System will be:
 - (i) common to all employees covered by salary Levels 1 to 9 of this Agreement;
 - (ii) transparent with the process documented;
 - (iii) based on the principles of equity; and
 - (iv) based on the Schedule 3.0 descriptors.
- (c) A Job Evaluation Panel will be established which will:
 - (i) consist of a range of employees across different areas of the University who are familiar with the System;
 - (ii) be composed of members agreed between the parties to this Agreement; and
 - (iii) assist the Human Resources Department as set out in the job evaluation procedures prescribed in subclause 27.0(e).
- (d) A sub-committee of the Implementation Committee constituted under this Agreement will consider and recommend any development of or modification to the System to the Director, Human Resources.
- (e) The salary levels of all positions will be determined by the Director, Human Resources. The re-evaluation of an occupied position will be in accordance with the following procedures:
 - (i) A supervisor of a work unit may apply, through a Dean, Director or equivalent, to the Human Resources Department of the University for the evaluation of an existing position.
 - (ii) If an employee is of the view that their level of work has so changed as to merit re-evaluation and a supervisor refuses to apply for such re-evaluation, the employee may seek the assistance of the Human Resources Department of the University.
 - (iii) The Human Resources Department of the University may seek the assistance of a member of the Job Evaluation Panel in evaluating a position.

- (iv) Where a dispute arises in relation to the application of subclause 27.0(e)(i) - (iii) above, the dispute resolution procedures of this Agreement will apply.
- (f) The unions will be provided with reports on new and reclassified positions not more than twice per year on request and will be given the opportunity of reviewing relevant documentation.
- (g) The Implementation Committee to this Agreement will review the UNSW Classification Descriptors and the processes outlined in this clause by June 2000.

A major focus of the review will be to evaluate the concept of broad-banding and to develop guidelines for its implementation.

28.0 OCCUPATIONAL HEALTH AND SAFETY

- (a) The University is committed to meeting its statutory obligations under the OH&S Act (1983) as amended and other relevant state and federal legislation.
- (b) The University will ensure that the unions have the opportunity to nominate an appropriate number of representatives onto the various University Occupational Health and Safety committees.
- (c) The University will ensure that employees, and in particular health and safety committee members and representatives, receive appropriate training in occupational health and safety that may include but will not be limited to:

- Hazardous Substances;
- Ergonomic/office safety;
- Safety committee induction;
- Dangerous Goods;
- Manual handling;
- Ionising and non-ionising radiation;
- Laser safety;
- Bio-hazards and related matters;
- Operating plant and equipment; and
- Emergency Evacuation Procedures (EEP);

28.1 First Aid

An employee, appointed by the University as a First-Aid Officer, will be paid an allowance as prescribed in subclause 12.0(b).

29.0 MANAGEMENT OF UNSATISFACTORY PERFORMANCE

This clause does not apply in the case of misconduct or serious misconduct.

A supervisor should make every effort to resolve instances of possible unsatisfactory performance through guidance, counselling, staff development and/or appropriate work allocation prior to the processes set out below being undertaken.

An employee is entitled to seek the assistance of the union at any stage of the process outlined below.

- (a) Where an assessment is made by a supervisor that an employee's performance is less than satisfactory, the supervisor will discuss with the employee the deficiencies in performance and will identify the performance standard required. The employee will be given the opportunity to respond to the supervisor's assessment.
- (b) The supervisor will provide the necessary guidance, assistance, training or counselling to enable the employee to meet the appropriate performance standard.
- (c) The supervisor should allow a reasonable timeframe for the employee to improve performance taking into account the duties required of the position. The timeframe should be established in consultation with the employee and will not normally be less than three months. The supervisor should meet regularly with the employee during the review period.
- (d) If after the actions in subclauses 34.0(a), (b) and (c) the employee's performance has not improved, the supervisor will advise the employee in writing of the deficiencies in performance, and of any further proposed action.

Part 6 LEAVE

30.0 ANNUAL LEAVE

30.1 Entitlement

- (a) An employee other than 7 day continuous shift worker or a casual employee will be entitled, after the completion of each 12 months service, to take 4 weeks annual leave at his/her base rate of pay in addition to any public holiday occurring while he/she is on annual leave.
- (b) A 7 day continuous shift worker will be entitled, after the completion of each 12 months of service, to take 5 weeks annual leave at his/her base rate of pay, in addition to any public holidays occurring while he/she is on annual leave.
- (c) Employees in categories L and M of Schedule 3.0 who work in the Western and Central Division of New South Wales (as defined by the Second Schedule to the Crown Lands Consolidation Act, 1913) will be granted an additional one weeks leave each year.
- (d) A casual employee will be paid, in addition to any other payments incidental to the casual nature of his/her employment, a loading of one-twelfth of his/her base rate of pay in lieu of paid annual leave.
- (e) Annual leave will accrue from month to month, provided that where the services of an employee terminate for any reason, credit will be given for periods of less than one month in computing any leave that may be due.

- (f) In the event of the death of any employee, the monetary value of all annual leave for which the employee was eligible at the time of death will be paid to his/her legal personal representative, unless paid by the University to the employee's widow or widower or to the guardian of the infant children of the employee.

30.2 Employee may be directed to take annual leave

The University may direct an employee to take at such time as is convenient to the University, annual leave for which the employee has an entitlement. However, as far as practicable, the wishes of the employee will be taken into consideration when fixing the time for the taking of annual leave.

30.3 Maximum accrual of annual leave

If an employee does not avail himself or herself of the full amount of annual leave accrued each year, the University may allow the annual leave to accumulate up to a maximum entitlement of 50 days.

30.4 Annual leave forfeited

Annual leave accruing in excess of 50 days will be forfeited. However, before such annual leave is forfeited, the employee will be:

- (a) advised in writing that annual leave will be forfeited unless he/she commences taking the accrued annual leave within one month of the date of written advice; and
- (b) given the opportunity to take the annual leave.

30.5 Effect of leave without pay on annual leave

Periods of leave without pay of more than 5 working days in any year will not be counted as service in determining eligibility for annual leave in that year. For the purpose of this subclause, a year refers to the period of 12 months commencing on the anniversary of the date on which the employee commenced his/her current period of employment with the University.

30.6 Effect of long service leave (at half pay) on annual leave

Where an employee is granted and takes long service leave at half pay, annual leave will accrue at half the rate described in clause 30.1. However, annual leave will not accrue for absences on long service leave occurring before 1 May 1964.

30.7 Illness during annual leave

If an employee, who is eligible for sick leave, produces a satisfactory medical certificate to the effect that he/she has been incapacitated for a period of one week or more while on annual leave, the University will re-credit the employee with an equivalent period of annual leave. No such re-credit will be granted to an employee

on annual leave immediately prior to retirement, resignation or termination of services.

30.8 Annual leave loading

- (a) Employees other than 7 day continuous shift workers and casual employees will be granted an annual leave loading equivalent to 17½% of 4 weeks at the ordinary rate of pay. The loading payable will not in any case exceed the loading on the maximum salary equivalent to that applicable to an employee working 35 hours per week whose position is classified at Level 9.
- (b) Shift workers proceeding on annual leave are to be paid the greater of:
 - (i) in respect of leave taken in any period of 12 months, shift penalties (or other allowance paid on a regular basis in lieu thereof) they would have received had they not been on annual leave; or
 - (ii) the 17½% annual leave loading as prescribed in subclause 30.8(a). In the case of 7 day continuous shift workers, the 17½% annual leave loading is to be calculated on the basis of 17½% of 5 weeks base rate of pay.
 - (iii) payment of shift penalties will not be made for public holidays that occur during annual leave, or to leave that has been added to a period of annual leave in compensation for public holidays worked, or public holidays that fall on a 7 day shift worker's rostered day off.
- (c) **Payment of leave loading on termination**
 - (i) Upon retirement or termination by the University for any reason other than misconduct, an employee who has not been paid an annual leave loading to which he/she is entitled will be paid the loading that would have been payable had the retirement or termination not occurred.
 - (ii) On resignation or dismissal for misconduct, annual leave loading is not payable when an employee is granted annual leave to his/her credit, or the monetary value thereof.
- (d) Broken service during a year does not attract the annual leave loading. For example, if an employee resigns and is subsequently re-employed during the same year, only the service from the date of re-employment attracts the annual leave loading, subject to the above conditions.
- (e) The annual leave loadings are to be calculated on the base rate of pay in force on the date the employee is proceeding on annual leave, or at the base rate of pay in force on the date the annual leave loading is paid.
- (f) Part-time employees who satisfy the above conditions are eligible for the annual leave loading.

30.9 Calculation of service – cleaners and patrol staff

In calculating service for annual leave for cleaners and patrol staff as defined in Categories L and M of Schedule 3.0, any periods of approved sick leave with pay, annual leave and long service leave will be taken into account.

31.0 SICK LEAVE

- (a) An employee (other than a casual employee) who satisfies the University that he/she is unable to perform his/her duties by reason of personal illness or personal incapacity (not being illness or incapacity caused by injury arising out of or in the course of his/her employment) will, subject to the conditions specified in this clause, be entitled, during such illness or incapacity, to sick leave with pay for the greater of the periods specified hereunder:
 - (i) Two weeks during the first year of service; three weeks in the second year of service; six weeks in any subsequent year of service.
 - (ii) A period calculated by allowing two weeks for each completed year of service and by deducting therefrom the number of days of sick leave previously allowed during the whole of the employee's service.
- (b) If any sick leave absence exceeds three consecutive working days, the employee will provide a certificate by a medical practitioner as to the nature of the illness or incapacity involved.
- (c) The University may require an employee to produce a certificate from a medical practitioner for any sick leave absence (subsequent to such requirement being made) stating that the employee is unable to attend for duty on a day or days in respect of which he/she claims sick leave.
- (d) An employee absent from duty due to personal illness or personal incapacity will:
 - (i) inform his/her supervisor or nominee as soon as practicable of his/her inability to attend for duty;
 - (ii) state the estimated duration of the absence.

32.0 LONG SERVICE LEAVE

- (a) Employees, other than casual employees, will be eligible for long service leave as follows:
 - (i) After ten years service (whether continuous or broken) to three months leave on full pay or six months leave on half pay.
 - (ii) After fifteen years service (whether continuous or broken) to four months and fifteen days leave on full pay or nine months leave on half pay.
 - (iii) For service between ten years and fifteen years (whether continuous or broken) leave will accrue proportionately on the basis of subclause 32.0(a)(i) above.

- (iv) For service in excess of fifteen years (whether continuous or broken), leave additional to that prescribed in subclause 32.0(a)(ii), pro-rata at a rate of two months and fifteen days on full pay or five months on half pay, for each completed five years of service.
 - (v) Where an employee has completed at least five years continuous service, but less than ten years continuous service, and his/her services are terminated by the University for any reason other than for serious and wilful misconduct, or by the employee on account of illness, incapacity, or domestic or other pressing necessity, or by reason of the death of the employee, such employee will be entitled to a proportionate amount of long service leave on the basis of three months for fifteen years service. For the purposes of the application of this provision, it will be interpreted in the same manner as the similar provision in the *New South Wales Long Service Leave Act, 1955*, as amended.
- (b) If an employee has an entitlement to long service leave under subclause 32.0(a)(i)-(iv) above, but prior to entering upon such leave has his/her employment terminated by dismissal or by notice duly given by either party, he/she will be entitled to receive the monetary value of the leave at credit computed at the rate of salary which such employee was receiving immediately prior to the termination of employment.
- (c) In the event of the death of any employee, the monetary value of all long service leave for which the employee was eligible at the time of death will be paid to his/her legal personal representative unless paid by the University to the employee's widow or widower or to the guardian of the infant children of the employee.
- (d) For the purpose of calculating service in respect of subclause 32.0(a)
- (i) Any periods of leave without pay will not count as service when determining whether an employee has completed ten years service.
 - (ii) Any periods of leave without pay prior to completing ten years service will not count as service for the purposes of long service leave.
 - (iii) Any period of leave without pay not exceeding six months will count for long service leave purposes where an employee has completed ten or more years service but where such period of leave without pay exceeds six months, the whole period of leave without pay will not count as service.
 - (iv) Where an employee is granted leave for service in the Australian Defence Forces, such service will be counted as ordinary service in computing long service leave.
- (e) For persons entering employment with the University on or after 1 January 1974, eligibility for long service leave will be determined taking into account prior continuous full-time paid service with New South Wales universities, and with any other Australian universities which grant transferability of service with

Australian Universities for long service leave to employees employed under this Award provided that:

- (i) Prior continuous full-time paid service with another or other Australian university/universities prior to 1 January 1969, will not be taken into account when determining eligibility for long service leave;
- (ii) If an employee has availed himself or herself of long service leave or is eligible to be paid or has been paid in lieu of long service leave by the releasing university, he/she will not accrue any entitlement to leave for the period of service with the releasing university for which leave has been paid or for which there is eligibility for payment, but subject to these conditions such a period will be included as qualifying service for determining when he/she is eligible to take long service leave under this Award;
- (iii) There is not more than two months between the cessation of employment with a releasing university and the commencement of employment with a receiving university, in which case continuity of service will be deemed not to have been broken for the purposes of long service leave, however the period between the two contracts of employment will not be taken into account in determining length of service for long service leave;
- (iv) The employee will be required to serve at least five years with the University before being permitted to take accrued long service leave or be paid in lieu on termination of employment, except that in eligible cases, payment in lieu of such leave will be made when an employee:
 - (aa) dies;
 - (ab) retires on or after 60 years of age or such other age as the retirement provisions of the NSW Superannuation Act may provide; or
 - (ac) receives an invalid or breakdown pension under the provisions of the NSW Superannuation Act.
- (v) These conditions will not apply to persons accepting short-term appointments at the receiving University. However when a person is given an appointment which is not short-term full recognition for all prior continuous service will be given in accordance with these conditions.
- (f) Where more favourable long service leave provisions have been extended to employees, prior to the making of this Award, such employees employed at the date of the making of this Award will not be disadvantaged in relation to long service leave entitlements, because of the making of this Award for any periods of service prior to the making of this Award.
- (g) The University may from time to time agree that certain periods of leave without pay taken after 1 July 1971 may count as service.

(h) Cashing out Long Service Leave

An employee who has a long service leave accrual in excess of 3 months may apply to convert that amount in excess of three months to a monetary equivalent of long service leave. This subclause will override any provision of the *New South Wales Long Service Act 1955* which is inconsistent with this clause.

33.0 PARENTAL LEAVE

33.1 Interpretation

“adoption”, in relation to a child, is a reference to a child who:

- (a) is not the natural child or the step-child of the employee or the employee’s spouse
- (b) is less than 5 years of age; and
- (c) has not lived continuously with the employee for 6 months or longer;

“continuous service” includes any period of paid leave and any period of leave or absence authorised by the University under this Agreement;

“estimated date of birth” means the day certified by a medical practitioner to be the day on which the medical practitioner expects the employee or the employee’s spouse, as the case may be, to give birth to a child;

“parental leave” means leave provided for by this clause to cover situations of maternity leave, adoption leave, paternity leave, and special maternity leave;

“spouse” includes a de facto spouse and same sex partner.

33.2 Entitlement to Parental Leave

- (a) An employee, other than a casual employee, is entitled to take up to 52 consecutive weeks of unpaid leave minus any period of paid leave taken under subclause 33.3 in respect of:
 - (i) the birth of a child to the employee or the employee’s spouse; or
 - (ii) the placement of a child with the employee with a view to the adoption of the child by the employee.
- (b) An employee is not entitled to take parental leave unless he/she has, before the estimated date of birth or placement given the University:
 - (i) in the case of maternity leave at least 10 weeks written notice of the estimated date of birth and at least 4 weeks notice of the expected date of commencing maternity leave;
 - (ii) in the case of paternity leave 10 weeks written notice of the intention to commence leave;

- (iii) in the case of adoption leave at least 14 days notice of the intention to commence leave.
- (c) An employee is not entitled to take parental leave at the same time as the employee's spouse except for:
 - (i) one weeks parental leave taken by the spouse immediately after the birth of the child; or
 - (ii) three weeks parental leave taken by the employee and the employee's spouse at the time the child has been placed with them with a view to their adoption of the child.
- (d) The entitlement to parental leave is reduced by any period of parental leave taken by the employee's spouse in relation to the same child, except the period of leave referred to in subclause 33.0(c)(i) and (ii) above.
- (e) An employee may elect to take a period of annual leave or long service leave to which there is an entitlement, instead of unpaid parental leave. Provided the total of parental leave and other forms of leave will not exceed 12 months.
- (f) An employee will be entitled to up to two days unpaid leave where the employee is required to attend compulsory interviews or examination as part of the adoption procedure.
- (g) An employee will be entitled to unpaid special maternity leave, or paid sick leave if such leave is available and they have an entitlement to it, in the event of a pregnancy terminating before the expected birth date or for a pregnancy related illness. The leave in this subclause will be subject to the provision of a medical certificate and will be in addition to the leave as set out in subclause 33.2.

33.3 Entitlement to Paid Parental Leave

- (a) A female employee, other than a casual employee, is entitled to take paid leave of up to 12 consecutive weeks (or 24 consecutive weeks at half pay) in respect of the birth of a child of the employee.
- (b) An employee other than a casual employee is entitled to take paid leave of up to 3 consecutive weeks (or 6 consecutive weeks at half pay) in respect of the placement of a child with the employee with a view to the adoption of the child.
- (c) Where an employee returns to work earlier than the period of 12 weeks paid leave the employee's entitlement to paid leave will be reduced accordingly.
- (d) An employee whose spouse has given birth will be entitled to one weeks annual leave.
- (e) Payment for this leave will be made in accordance with the substantive salary. Where the employee converted temporarily to a reduced hours position due to the pregnancy, the relevant salary will be the substantive salary paid immediately prior to the reduction of hours.

33.4 Medical Certificate

A female employee who has given notice of her intention to take maternity leave, is to provide to the University a certificate from a medical practitioner stating her estimated date of confinement.

33.5 Notice of Spouse's Parental Leave

An employee who has given notice of his/her intention to take parental leave or who is actually taking parental leave is to notify the University of particulars of any period of parental leave taken or to be taken by the employee's spouse in relation to the same child, and any other details as required by the relevant legislation.

33.6 Notice of Parental Leave Details

- (a) An employee who has given notice of his/her intention to take parental leave is to notify the University of the dates on which the employee wishes to start and finish leave.
- (b) An employee is entitled to extend a period of parental leave once, provided that:
 - (i) the application is in writing;
 - (ii) the application is made at least 14 days prior to the end of the original leave; and
 - (iii) the application indicates the period of the extension.
- (c) If the information provided in accordance with relevant legislation in the original leave application has changed, revised documentation will be required to support the application for an extension of leave.
- (d) An employee may not extend the parental leave a second time unless approved by the Vice-Chancellor or nominee.

33.7 Return to Work After Parental Leave

- (a) On finishing parental leave, an employee is entitled to resume work in the position he/she held immediately before commencing parental leave except that:
 - (i) if the employee was transferred to a safe job because of her pregnancy, the relevant position is the position held immediately before the transfer;
 - (ii) if the employee began working part-time because of the pregnancy, the relevant position is the position held immediately before the employee began working part-time;

- (iii) if immediately before starting parental leave the employee was acting in or temporarily performing the duties of a position for a period equal to or less than the parental leave, then the relevant position is the position held by the employee immediately before taking the acting or temporary position.
- (b) The employee may apply to return to part-time employment for a defined period following the parental leave, before resuming his/her previous full-time employment.
- (c) An employee may apply to return to work from maternity leave earlier than the leave dates indicated if:
 - (i) the pregnancy terminates otherwise than by the birth of a living child; or
 - (ii) the employee gives birth to a living child but the child later dies.

The employee will resume work at a date advised in writing by the University, but that date must be no later than 4 weeks after the University received the employee's application to return to work.

33.8 Effect of Parental Leave on Employment

- (a) Absence on parental leave will not break continuity of service.
- (b) Absence on paid parental leave will count as service for all purposes.
- (c) Absence on unpaid parental leave will not count as service for the purposes of long service leave unless the employee has completed 10 years service with the University and the period of unpaid parental leave taken is less than 6 months.
- (d) Absence on unpaid parental leave will not count as service for annual leave.
- (e) The University will continue to pay its contribution to the employee's superannuation fund during periods of paid parental leave provided that the applicable superannuation scheme allows for such payments.

34.0 CARER'S LEAVE

34.1 Interpretation

"carer's leave" refers to the use of part of an employee's entitlement to sick leave for the purposes of caring for an immediate family member as defined below

"immediate family" covers:

- (a) a spouse (including a former spouse, a de facto spouse, a former de facto spouse, and same sex partner);

- (b) a child or an adult child (including an adopted child, a step child or an ex nuptial child), parent, parent-in-law, foster parent, grandparent, grandchild or sibling of the employee;
- (c) a relative, who lives with the employee in the same household.

34.2 Entitlement to Carer's leave

- (a) Carer's leave is available as follows:
 - (i) In the first year of employment, the employee can take up to 6 days of available sick leave as carer's leave.
 - (ii) In the second year of employment, the employee can take up to 8 days of available sick leave as carer's leave.
 - (iii) In the third and subsequent years of employment, the employee can take up to 12 days of available sick leave as carer's leave.
- (b) If the current year's entitlement to sick leave is exhausted, accumulated sick leave may be accessed for carer's leave.
- (c) If all accessible leave for the purpose of carer's leave is exhausted, an employee may, with the approval of the Vice-Chancellor or nominee, take leave without pay to cover the absence.

34.3 Conditions of Carer's Leave

To be entitled to carer's leave, the following conditions must be met:

- (a) Normally the employee must be responsible for the care and support of the person concerned.
- (b) The employee will not be entitled to take carer's leave where another person has carer's leave to care for the same person.
- (c) All absences for carer's leave, apart from 3 single day absences per year, must be supported by a medical certificate stating the illness of the person concerned and that the illness is such as to require care by another.

35.0 BEREAVEMENT LEAVE

- (a) Bereavement leave of three days per year is allowed in relation to the death of an immediate family member as defined in Clause 34.1 - Carer's Leave.
- (b) A further absence of up to three days may be allowed in any one year in relation to the death of an immediate family member with the approval of the Director, Human Resources.
- (c) Access to leave to meet ceremonial or religious requirements regarding bereavement, may be made available with the approval of the Director, Human Resources or nominee.

- (d) If an employee is on a period of approved leave at the time of death of an immediate family member, he/she may apply for up to 3 days bereavement leave, and be recredited the other period of leave.

36.0 SPECIAL LEAVE

- (a) This clause will be in substitution of clause 23 of the Conditions Award.
- (b) Paid special leave of up to 3 days per year may be given to an employee on account of special circumstances or emergencies. Applications for special leave will be considered on their merits.
- (c) Special circumstances or emergencies:
 - (i) may include situations such as where the employee's home has been damaged by fire, flood or other mishap, burglary, or where the employee is to take part in state emergency services activities.
 - (ii) do not include situations such as moving house, care of an immediate family member, attendance at union state or national conferences or similar events or other private business that the employee was aware of in advance sufficient to use other forms of leave.
- (d) There is no entitlement to special leave if the leave sought coincides with any other period of leave.

37.0 OBSERVATION OF HOLY DAYS AND ESSENTIAL RELIGIOUS OR CULTURAL DUTIES

An employee of the University will be granted annual leave or long service leave (where the employee has an entitlement to annual leave or long service leave) or leave without pay for the purpose of observing holy days or attend essential religious or cultural duties associated with a particular religious faith or culture.

38.0 JURY LEAVE AND WITNESS LEAVE

38.1 Jury leave

- (a) An employee required to serve as a juror will :
 - (i) notify his/her supervisor of the dates of any absence from work expected as a result of that service.
 - (ii) provide the Human Resources Department of the University with proof of the dates of attendance, and the monies received for the jury service, other than any travel allowance.
- (b) The University will pay to the employee his/her full salary for the period of jury service, but the employee is required to pay the University the money received for the jury service, other than any travel allowance. The employee may retain the payment for jury service by choosing to have an equivalent amount deducted from his/her credit for annual leave.

38.2 Witness leave

- (a) An employee required to attend as a witness should notify the Human Resources Department through his/her supervisor of the dates of any absence from work.
- (b) An employee required as a witness by the University, or directly in a matter relating to a University award or industrial agreement in the Australian Industrial Relations Commission or its successor, will be regarded as being on duty, consequently there will be no loss of pay or leave for the absence from work.
- (c) An employee called as a witness by a party other than the University, or in a matter unrelated to the University, may choose to take leave without pay or take annual leave. Where this occurs the employee must notify his/her supervisor in advance.

39.0 DEFENCE FORCES LEAVE

This clause will be in substitution for clause 25 of the Conditions Award.

39.1 Amount of Leave

In the 12 month period ending 30 June each year an employee may be granted paid leave to attend Defence Forces Reserves Training programs or courses on the following basis:

(a) annual training:

Navy	13 calendar days
Army	14 calendar days
Air Force	16 calendar days

(b) school, class or course of instruction:

Navy	13 calendar days
Army	14 calendar days
Air Force	16 calendar days

39.2 Additional Leave

(a) Additional leave not exceeding 4 calendar days in any year ending 30 June may be granted on written certification of its necessity by the employee's Commanding Officer.

(b) Any further leave may be granted as a charge against the employee's accrued annual leave, or as leave without pay.

39.3 Refusal of Leave

The University may refuse an application for leave if it would be inconvenient to the work unit to grant the leave requested.

40.0 PUBLIC HOLIDAYS

(a) Employees will be entitled to observe the following days, or days proclaimed as holidays in substitution for those days, without loss of pay:

New Year's Day
Australia Day
Good Friday
Easter Monday
Anzac Day
Queen's Birthday
Labour Day
Christmas Day
Boxing Day and
all other proclaimed Public Holidays for the state of NSW

(b) Where a Public Holiday occurs on a rostered day off of a rostered employee and such employee does not work on that rostered day off, the employee will be entitled to an additional days leave (or at the option of the University, an additional days pay at the ordinary rate) in lieu of such holiday, such leave to be taken at a time mutually convenient to the employee and the University.

Part 7 MISCELLANEOUS

41.0 STAFF PERSONNEL FILES

An employee will be able to view their Personnel File and should be advised of any adverse reports or documents relating to performance placed on that file.

42.0 NO EXTRA CLAIMS

The parties agree that there will be no extra claims made for increases in wages, salaries or allowances or in relation to matters covered by this Agreement except where this is specifically contemplated in the terms of the Agreement.

43.0 DISPUTE RESOLUTION PROCEDURES

- (a) Where a dispute arises, or is considered likely to arise, regarding:
- (i) the interpretation of the meaning, or application of any provision of this Agreement; or
 - (ii) the actions of any party in relation to the operation of this Agreement,
- the procedures contained in this clause will be followed.
- (b) A dispute arising between an employee or group of employees and a supervisor will, in the first instance, be discussed by them without delay in an effort to resolve the matter promptly.
- (c) Where the steps in subclause 43.0(b) are unsuccessful, the employee may seek the assistance of the relevant union.
- (d) Where the matter remains unresolved after the steps in subclause 43.0(b) and (if relevant) subclause 43.0(c), it will be referred to a disputes committee comprising not more than 2 representatives of:
- (i) the relevant union; and
 - (ii) the University,
- for discussion and resolution.
- (e) Where the parties have carried out the procedures contained in subclauses 43.0(b), (c) and(d), but have not been able to resolve the matter in dispute, the matter may, at the instigation of either party, be referred to a private conciliator who is a person agreed to by the parties.
- (f) The parties agree that pending the outcome of the procedures contained in this clause, normal work will continue and no party will take any action to aggravate the matter in dispute.

Where the dispute remains unresolved any party may refer the matter to the Australian Industrial Relations Commission for conciliation and/or arbitration.

Signed for and
on behalf of the
Community and Public Sector Union

.....
(Signature)

.....
(Name)

in the presence of

.....
(Witness signature)

.....
(Witness name)

date

.....

Signed for and
on behalf of the
Australian Liquor Hospitality
and Miscellaneous Workers' Union

.....
(Signature)

.....
(Name)

in the presence of

.....
(Witness signature)

.....
(Witness name)

date

.....

Signed for and
on behalf of the
Australian Manufacturing
Workers' Union

.....
(Signature)

.....
(Name)

in the presence of

.....
(Witness signature)

.....
(Witness name)

date

.....

Signed for and

on behalf of the
Construction, Forestry, Mining
and Energy Union of Australia

.....
(Signature)

.....
(Name)

in the presence of

.....
(Witness signature)

.....
(Witness name)

date

.....

Signed for and
on behalf of the
Communications, Electrical,
Electronic, Energy, Information,
Postal and Plumbing Union of Australia

.....
(Signature)

.....
(Name)

in the presence of

.....
(Witness signature)

.....
(Witness name)

date

.....

Signed for and
on behalf of the
University of New South Wales

.....
(Signature)

.....
(Name)

in the presence of

.....
(Witness signature)

.....
(Witness name)

date

.....

Part 8 SCHEDULES

Schedule 1.0 GENERAL STAFF SALARY RATES (35 HOUR WEEK)

		Current Rate	17/04/1999 2%	10/12/99 1%	4/8/2000 3%	8/6/2001 2%	7/6/2002 2%
LEVEL 1	Year 1	\$23,092	\$23,554	\$23,790	\$24,503	\$24,993	\$25,493
	Year 2	\$23,745	\$24,220	\$24,462	\$25,196	\$25,700	\$26,214
	Year 3	\$24,399	\$24,887	\$25,136	\$25,890	\$26,408	\$26,936
	Year 4	\$25,050	\$25,551	\$25,807	\$26,581	\$27,112	\$27,655
	Year 5	\$25,704	\$26,218	\$26,480	\$27,275	\$27,820	\$28,376
LEVEL 2	Year 1	\$25,704	\$26,218	\$26,480	\$27,275	\$27,820	\$28,376
	Year 2	\$26,392	\$26,920	\$27,189	\$28,005	\$28,565	\$29,136
	Year 3	\$27,068	\$27,609	\$27,885	\$28,722	\$29,296	\$29,882
LEVEL 3	Year 1	\$27,068	\$27,609	\$27,885	\$28,722	\$29,296	\$29,882
	Year 2	\$27,887	\$28,445	\$28,729	\$29,591	\$30,183	\$30,787
	Year 3	\$28,708	\$29,282	\$29,575	\$30,462	\$31,071	\$31,693
	Year 4	\$29,526	\$30,117	\$30,418	\$31,331	\$31,957	\$32,596
	Year 5	\$30,346	\$30,953	\$31,263	\$32,200	\$32,844	\$33,501
	Year 6	\$31,165	\$31,788	\$32,106	\$33,069	\$33,730	\$34,405
LEVEL 4	Year 1	\$31,165	\$31,788	\$32,106	\$33,069	\$33,730	\$34,405
	Year 2	\$32,056	\$32,697	\$33,024	\$34,015	\$34,695	\$35,389
	Year 3	\$32,946	\$33,605	\$33,941	\$34,959	\$35,658	\$36,372
	Year 4	\$33,836	\$34,513	\$34,858	\$35,904	\$36,622	\$37,354
LEVEL 5	Year 1	\$33,836	\$34,513	\$34,858	\$35,904	\$36,622	\$37,354
	Year 2	\$35,000	\$35,700	\$36,057	\$37,139	\$37,881	\$38,639
	Year 3	\$36,162	\$36,885	\$37,254	\$38,371	\$39,139	\$39,922
	Year 4	\$37,326	\$38,073	\$38,454	\$39,607	\$40,399	\$41,207
	Year 5	\$38,489	\$39,259	\$39,652	\$40,841	\$41,658	\$42,491
	Year 6	\$39,655	\$40,448	\$40,852	\$42,078	\$42,920	\$43,778
LEVEL 6	Year 1	\$39,655	\$40,448	\$40,852	\$42,078	\$42,920	\$43,778
	Year 2	\$41,043	\$41,864	\$42,283	\$43,551	\$44,422	\$45,311
	Year 3	\$42,417	\$43,265	\$43,698	\$45,009	\$45,909	\$46,827
	Year 4	\$43,810	\$44,686	\$45,133	\$46,487	\$47,417	\$48,365
LEVEL 7	Year 1	\$43,810	\$44,686	\$45,133	\$46,487	\$47,417	\$48,365
	Year 2	\$45,055	\$45,956	\$46,416	\$47,808	\$48,764	\$49,739
	Year 3	\$46,302	\$47,228	\$47,700	\$49,131	\$50,114	\$51,116
	Year 4	\$47,549	\$48,500	\$48,985	\$50,455	\$51,464	\$52,493
	Year 5	\$48,794	\$49,770	\$50,268	\$51,776	\$52,811	\$53,867
LEVEL 8	Year 1	\$48,794	\$49,770	\$50,268	\$51,776	\$52,811	\$53,867
	Year 2	\$50,410	\$51,418	\$51,932	\$53,490	\$54,560	\$55,651
	Year 3	\$52,013	\$53,053	\$53,584	\$55,191	\$56,295	\$57,421
	Year 4	\$53,627	\$54,700	\$55,247	\$56,904	\$58,042	\$59,203
	Year 5	\$55,231	\$56,336	\$56,899	\$58,606	\$59,778	\$60,974
	Year 6	\$56,845	\$57,982	\$58,562	\$60,319	\$61,525	\$62,756
LEVEL 9	Year 1	\$56,845	\$57,982	\$58,562	\$60,319	\$61,525	\$62,756
	Year 2	\$58,649	\$59,822	\$60,420	\$62,233	\$63,477	\$64,747
	Year 3	\$60,454	\$61,663	\$62,280	\$64,148	\$65,431	\$66,740
	Year 4	\$62,258	\$63,503	\$64,138	\$66,062	\$67,383	\$68,731
LEVEL 10 and above	Minimum point	\$64,000					

Schedule 1.1

GENERAL STAFF SALARY RATES (38 HOUR WEEK)

		Current Rate	17/04/1999 2%	10/12/99 1%	4/8/2000 3%	8/6/2001 2%	7/6/2002 2%
LEVEL 1	Year 1	\$25,075	\$25,577	\$25,833	\$26,608	\$27,140	\$27,683
	Year 2	\$25,775	\$26,291	\$26,554	\$27,351	\$27,898	\$28,455
	Year 3	\$26,486	\$27,016	\$27,286	\$28,105	\$28,667	\$29,240
	Year 4	\$27,199	\$27,743	\$28,020	\$28,861	\$29,438	\$30,027
	Year 5	\$27,912	\$28,470	\$28,755	\$29,617	\$30,210	\$30,814
LEVEL 2	Year 1	\$27,912	\$28,470	\$28,755	\$29,617	\$30,210	\$30,814
	Year 2	\$28,661	\$29,234	\$29,526	\$30,412	\$31,020	\$31,641
	Year 3	\$29,384	\$29,972	\$30,272	\$31,180	\$31,803	\$32,440
LEVEL 3	Year 1	\$29,384	\$29,972	\$30,272	\$31,180	\$31,803	\$32,440
	Year 2	\$30,275	\$30,881	\$31,190	\$32,126	\$32,768	\$33,423
	Year 3	\$31,165	\$31,788	\$32,106	\$33,069	\$33,730	\$34,405
	Year 4	\$32,056	\$32,697	\$33,024	\$34,015	\$34,695	\$35,389
	Year 5	\$32,946	\$33,605	\$33,941	\$34,959	\$35,658	\$36,372
	Year 6	\$33,836	\$34,513	\$34,858	\$35,904	\$36,622	\$37,354
LEVEL 4	Year 1	\$33,836	\$34,513	\$34,858	\$35,904	\$36,622	\$37,354
	Year 2	\$34,798	\$35,494	\$35,849	\$36,924	\$37,663	\$38,416
	Year 3	\$35,771	\$36,486	\$36,851	\$37,956	\$38,716	\$39,490
	Year 4	\$36,733	\$37,468	\$37,843	\$38,978	\$39,758	\$40,553
LEVEL 5	Year 1	\$36,733	\$37,468	\$37,843	\$38,978	\$39,758	\$40,553
	Year 2	\$38,003	\$38,763	\$39,151	\$40,325	\$41,132	\$41,954
	Year 3	\$39,263	\$40,048	\$40,448	\$41,662	\$42,495	\$43,345
	Year 4	\$40,521	\$41,331	\$41,744	\$42,997	\$43,857	\$44,734
	Year 5	\$41,791	\$42,627	\$43,053	\$44,345	\$45,232	\$46,136
	Year 6	\$43,050	\$43,911	\$44,350	\$45,681	\$46,594	\$47,526
LEVEL 6	Year 1	\$43,050	\$43,911	\$44,350	\$45,681	\$46,594	\$47,526
	Year 2	\$44,557	\$45,448	\$45,902	\$47,280	\$48,225	\$49,190
	Year 3	\$46,053	\$46,974	\$47,444	\$48,867	\$49,844	\$50,841
	Year 4	\$47,560	\$48,511	\$48,996	\$50,466	\$51,475	\$52,505
LEVEL 7	Year 1	\$47,560	\$48,511	\$48,996	\$50,466	\$51,475	\$52,505
	Year 2	\$48,914	\$49,892	\$50,391	\$51,903	\$52,941	\$54,000
	Year 3	\$50,268	\$51,273	\$51,786	\$53,339	\$54,406	\$55,494
	Year 4	\$51,621	\$52,653	\$53,180	\$54,775	\$55,870	\$56,988
	Year 5	\$52,974	\$54,033	\$54,573	\$56,211	\$57,335	\$58,481
LEVEL 8	Year 1	\$52,974	\$54,033	\$54,573	\$56,211	\$57,335	\$58,481
	Year 2	\$54,731	\$55,826	\$56,384	\$58,076	\$59,237	\$60,422
	Year 3	\$56,477	\$57,607	\$58,183	\$59,929	\$61,127	\$62,350
	Year 4	\$58,222	\$59,386	\$59,980	\$61,779	\$63,015	\$64,275
	Year 5	\$59,967	\$61,166	\$61,778	\$63,631	\$64,904	\$66,202
	Year 6	\$61,713	\$62,947	\$63,576	\$65,484	\$66,793	\$68,129
LEVEL 9	Year 1	\$61,713	\$62,947	\$63,576	\$65,484	\$66,793	\$68,129
	Year 2	\$63,673	\$64,946	\$65,595	\$67,563	\$68,915	\$70,293
	Year 3	\$65,631	\$66,944	\$67,613	\$69,642	\$71,035	\$72,455
	Year 4	\$67,591	\$68,943	\$69,632	\$71,721	\$73,156	\$74,619

Schedule 2.0 SALARY SACRIFICING SCHEME

This Agreement provides for the following items to be included in the University's Salary Sacrifice Scheme as prescribed in Clause 14.0 of this Agreement.

Motor vehicles
Motor vehicles running costs
Mortgage payments
Personal loan repayments
Investment loan repayments
Rental payments
Bridge and road tolls
Utility expenses (eg. gas, electricity, water)
University of New South Wales Club Limited and other areas which are FBT exempt
School fees
Professional development expenses
Mobile phones
Work related expenses
Health, life and disability insurance
General insurance
Notebook computers
Home office expenses
Airport lounge memberships
Car parking
Child minding expenses
Credit cards
Professional expenses
Development travel
Financial advice
Income protection insurance
Briefcases
Computer software

Schedule 3.0 HOURS OF WORK

The ordinary hours of work and span of hours as described in subclauses 18.1 and 18.2 are as follows:

	A Category of Staff	B Ordinary hours of work (Award Weekly Hours)	C Span of Hours Of Work
A	Driver/Messengers, Gardeners, Laboratory Craftsmen	38 per week 7.6 hours per day	7.30am - 7.30pm Monday to Friday 8.00am - 6.00pm Saturday
B	Stores Officer	38 per week 7.6 hours per day	6.30am - 10.15pm Monday to Friday; 6.30am - 6.30pm Saturday
C	Broadcast, Production and Graphic Design Staff	38 per week 7.6 hours per day	8.00am - 10.15pm Monday to Friday; 8.00am - 6.00pm Saturday
D	Laboratory Assistants	38 per week 7.6 hours per day	8.00am - 10.15pm Monday to Friday 8.00am - 6.00pm Saturday
E	Technical Officer, Senior Technical Officer	35 per week 7 hours per day	8.00am - 10.15pm Monday to Friday 8.00am - 6.00pm Saturday
F	Library Staff, Telephonist/Office Assistant, Supervisor-Switchboard	35 per week 7 hours per day	8.00am - 10.15pm Monday to Saturday
G	Administrative, Clerical, Computing, Professional and Research Staff	35 per week 7 hours per day	8.00am - 8.00pm Monday to Friday 8.00am - 6.00pm Saturday
H	Computer Operators (Division of Information Services)	35 per week 7 hours per day	as required Monday to Friday; 8.00am - 6.00pm Saturday
I	Computer Operators other than Division of Information Services	35 per week 7 hours per day	as required Monday to Sunday
J	Custodian	38 per week 7.6 hours per day	as required Monday to Saturday
K	Trades Staff	38 per week 7.6 hours per day	6.00am - 6.00pm Monday to Saturday
L	Patrol/Security Staff	38 per week 7.6 hours per day	as rostered Monday to Sunday

M	Attendant (Gatekeepers) and Cleaners	38 per week 7.6 hours per day	as rostered Monday to Friday; 6.00am - 6.00pm Saturday
N	UniGym staff (Pool and Weights room staff)	38 per week 7.6 hours per day	5.00am - 11.30pm Monday to Sunday
O	UniGym staff (other than pool and weights room staff)	35 per week 7 hours per day	5.00am - 11.30pm Monday to Sunday
P	Theatre Technicians	38 per week 7.6 hours per day	Monday to Sunday as required / rostered
Q	Child Care Workers	38 per week 7.6 hours per day	6:30am – 6:30pm Monday to Friday

Schedule 4.0 TRANSLATION OF FORMER CLASSIFICATIONS

The employees described in the categories of Schedule 3.0 were formerly:

- A** Assistant Plant Officer, Attendant (other than Cleaning and Patrol), Messenger/Driver, Photographic Operator, Supervisor (not elsewhere included), Foreman, Assistant (Engineering Services), Assistant Maintenance Controller, Laboratory Craftsman, Maintenance Controller, Senior Laboratory Craftsman, Gardening and Grounds Staff, and Curator;
- B** Stores Officer;
- C** Film Editor, Broadcasting Technical Officer, Senior Broadcasting Technical Officer, Production Assistant, Producer, Graphics Assistant, Graphics Designer, Broadcasting Technician, Broadcasting Technical Trainee, Broadcasting Assistant;
- D** Laboratory Assistant;
- E** Technical Officer, Senior Technical Officer;
- F** Librarian, Senior Librarian, General Library Assistant, Library Assistant, Senior Library Assistants, Assistant Library Technicians, Library Technicians, Library Services Officer, Senior Library Services Officer, Telephonist/Office Assistant, Supervisor - Switchboard;
- G** Administrative and Clerical Staff, Graduate Assistant, Photographers, Research Assistant, Technical Assistant, Architect, Assistant Counsellor/Assistant Research Officer, Counsellor/Research Officer, Senior Counsellor/Senior Research Officer, Engineer, Professional Officer (other than Computing Services Unit), Education Officer/Senior Education Officer, Research Officer, Senior Research Officer, Principal Research Officer, Assistant Technical Officer (Architectural), Technical Officer (Architectural), Manager - Printing Unit, Assistant Manager - Printing Unit, Systems Analyst (Data Processing Unit), Analyst/Programmer (Data Processing Unit), Supervisor of Physical Recreation/Assistant, Supervisor of Physical Recreation, Typists, Typist/Office Assistant, Office Assistant;
- H** Senior Computer Operator (Data Processing Unit), Computer Operator in Training (Data Processing Unit), Computer Operator (Data Processing Unit);
- I** Computer Operator in Training (other than D. P. U.), Senior Computer Operator (other than D. P. U.), Shift Supervisor (other than D. P. U.), Programmer (other than D. P. U.), Analyst Programmer (other than D. P. U.), Programmer in Training (other than D. P. U.), Professional Officer (Computing Services Unit);
- J** Custodian;
- K** Classifications as listed in the Crown Employees (Skilled Tradesmen) Award as incorporated into the Higher Education General and Salaried Staff Award.
- L** Attendant (Patrol), Senior Patrolman, Assistant Supervisor (Patrol).

M Full-time female cleaners, Attendant (Cleaning), Assistant Custodian, Assistant Supervisor (Cleaning).

Schedule 5.0

UNSW CLASSIFICATION DESCRIPTORS FOR GENERAL AND SALARIED STAFF

Education, Training & Experience	Task	Judgement & Problem Solving	Supervision & Independence	Organisational Relationships & Impact
Level 1				
<p>Perform duties that do not require formal qualifications or work experience prior to engagement. Duties may, however, require the provision of structured on the job training after engagement.</p>	<p>Perform repetitive tasks, covered by instructions and procedures, for which the jobholder usually requires less than one month of on the job training to achieve competence. Able to follow clear instructions. Some knowledge of materials and equipment may be required.</p>	<p>Solve problems where the situations encountered are repetitive, the alternatives for the jobholder are limited and readily learned, and the required action is clear or can be readily referred to higher levels.</p>	<p>Clear and detailed instructions are provided. Tasks are covered by standard procedures. Responses to unfamiliar situations are determined at higher levels. Work is regularly checked. In the case of experienced staff working along and following set routines, some latitude to rearrange sequences and discriminate between established methods.</p>	<p>Can be expected to provide straightforward information to others on building or service locations. Staff follow procedures and demonstrate basic courtesy in their dealings with others: the impact of established procedures on other people or work areas is the concern of more senior staff.</p>

Education, Training & Experience	Task	Judgement & Problem Solving	Supervision & Independence	Organisational Relationships & Impact
Level 2				
<p>Perform duties at a skill level that requires: Completion of Year 12 with nought to 12 months relevant work experience, or completion of Year 10 and 2 to 3 years relevant work experience, or an equivalent level of knowledge gained through any other combination of education, training and/or experience.</p>	<p>Perform a range of straightforward tasks, adhering to clear instructions and procedures. Under instruction, may occasionally perform some more complex tasks for which detailed procedures of standardised instructions exist and where assistance or advice is readily available. Task competency, including knowledge of the procedures to be followed, can be acquired through on the job training and/or short courses consistent with training level 2.</p>	<p>Solve relatively simple problems– problems are similar, the relevant response is covered by established procedures/instructions, the choices to be made between alternate actions follow familiar patterns and assistance is available when unusual circumstances are encountered or when established responses are not effective. May exercise judgement over task sequencing on a day to day basis.</p>	<p>Direction is provided on the tasks to be undertaken. The jobholder has some limited discretion to choose between established methods and sequences provided set priorities and timetables are met. The approach to standard circumstances is covered in procedures and checked on a selective basis. Non standard or more complex tasks will be subject to detailed instructions and checking.</p>	<p>Knowledge of and ability to relay information on requirements or procedures in own work area of perform tasks that may involve providing a general directory service to members of the public, students and other staff (eg, advise on the location, role and availability of personnel and services). Use tact in dealing with others.</p>

Education, Training & Experience	Task	Judgement & Problem Solving	Supervision & Independence	Organisational Relationships & Impact
Level 3				
<p>Perform duties at a skill level that requires: Completion of a trades certificate, without subsequent experience as a qualified tradesperson upon appointment, or completion of Year 12, normally with at least 1 years subsequent relevant work experience, or completion of a certificate or associate diploma with no relevant on the job experience, or an equivalent level of knowledge gained through any other combination of education, training and/or experience. Staff advancing through this level may perform duties that require further on the job training or knowledge and training equivalent to progress toward completion of an associate diploma.</p>	<p>Some task complexity, requiring the practical application of acquired skills and knowledge consistent with training level 3. Exercise discretion within established work methods and procedures to diagnose problems, or to choose between alternate approved work methods or established procedures and to determine task sequences within established work routines. Guidance or development would normally be provided before new tasks or situations are handled. Tasks may involve written and verbal communication skills, numerical skills, organising skills, data collection, and the use of a range of equipment at a level of complexity equivalent to the standard use of word processing software or to the application of skills gained through the acquisition of a single trade certificate.</p>	<p>Solve similar problems using a combination of learned methods, procedures, precedent, practices and experience, where (ii) initiative and interpretation in the application of procedures or established work practices will be required. Will exercise some judgement over when to refer matters to seek assistance. Where the opportunity arises, will make suggestions and develop local job specific systems to assist in the completion of allocated tasks.</p>	<p>Direction is provided on the assignments to be undertaken, with the occupant determining the appropriate use of established methods, tasks and sequences, where task objectives are well defined, established procedures or standard work practices and schedules apply, and choices are made between a range of straightforward alternatives. Guidance on the approach to non standard or more complex circumstances will be provided by others. Supervision of other staff may be required, where those staff perform a range of straightforward tasks, following set procedures or routines.</p>	<p>Apply a knowledge of the work area processes and take the impact of actions on other people or work areas into account when selecting between established work methods and sequences.</p>

Education, Training & Experience	Task	Judgement & Problem Solving	Supervision & Independence	Organisational Relationships & Impact
LEVEL 4				
<p>Perform duties at a skill level that requires: Completion of an associate diploma level qualification with relevant work experience (including experience gained in parallel with undertaking part-time study) or a certificate level qualification with post-certificate relevant work experience, or completion of a post-trade certificate and subsequent relevant experience, or completion of a trade certificate and subsequent relevant experience leading to the development of areas of specialisation through a depth of skills, or to the application of skills normally associated with a number of separate trades, or to the application of administrative and supervisory roles in conjunction with trade skills, or an equivalent level of knowledge gained through any other combination of education, training and/or experience.</p>	<p>Perform a variety of tasks that require a sound working knowledge of relevant trade, technical or administrative practices, include limited creative, planning or design functions, and require an awareness of the relevant theoretical or policy context. Knowledge is applied to recurring circumstances, at a level of complexity equivalent to using a range of computer software applications to assist with job assignments, to setting up, using and demonstrating a range of standard procedures, equipment use and/or experiments or to applying skills ranging across more than one trade. May involve the application of specialist skills, eg, producing documents involving complex layouts, instrument calibration or maintenance, guidance to others in the use of a limited range of equipment, or the application of post trade skills to maintenance tasks.</p>	<p>Solve standard problems within an established framework or body of knowledge by applying a range of procedures and work methods, being proficient in and interpreting a set of relatively straightforward rules, guidelines, manuals or technical procedures, and selecting from a range of combination of possible responses, based on some understanding of the principles of policies underlying established procedures, practices or systems. Will use operational experience to monitor and contribute to local procedures and systems.</p>	<p>Direction is provided on the assignments to be undertaken, with the occupant determining the appropriate use of established methods, tasks and sequences, where some situations are not directly addressed in procedures and choices are made that require an understanding of a well defined policy framework or recourse to technical knowledge. Guidance is available. May be responsible for supervising others performing a range of tasks within a single work unit, providing on the job training and assistance to others, and/or coordinating staff (including liaison with staff at higher levels) contributions to assignments or projects. May undertake stand alone work appropriate to this level.</p>	<p>Apply a sound knowledge of the impact of the activities undertaken on other related functions or sections. Provide advice or assistance based on some depth of knowledge in own area. Assist others by interpreting procedures and selecting between work methods and sequences. Where relevant case experiences arise, suggest changes to procedures, schedules or routines to facilitate good relations between work units or with clients.</p>

Education, Training & Experience	Task	Judgement & Problem Solving	Supervision & Independence	Organisational Relationships & Impact
LEVEL 5				
<p>Perform duties at a skill level that requires: Completion of a degree without subsequent relevant work experience as a graduate upon appointment, or completion of an associate diploma with a range of experience including at least 2 years subsequent relevant work experience, or completion of a certificate or a post-trades certificate and extensive subsequent relevant experience, or an equivalent level of knowledge gained through any other combination of education, training and/or experience.</p>	<p>Perform tasks that require a knowledge and standard application of theoretical principles, procedures and techniques at the level of a less experienced graduate working in their field of expertise, or depth (ie, the development of some areas of specialisation) or breadth of technical trade or administrative expertise, including a sound appreciation of the advanced technical concepts, or relevant policy issues, in a particular functional area or to a set of related activities. Apply, interpret and or advise on policies, systems, manuals, rules, procedures or guidelines, eg, the trialing of and reporting on experiment modifications for laboratory practicals, or the application of a substantial set of rules to the consideration of varying individual cases.</p>	<p>Solve diverse problems by applying judgement and initiative based either on theoretical knowledge or on a thorough knowledge of a complex set of rules, activities, techniques or procedures. May make regular operational decisions on the provision, availability or deployment of resources and services that have an effect outside the immediate work unit or on clients.</p>	<p>Duties arise from role statements, supplemented by assignment allocation as relevant. Use theoretical/policy and technical knowledge to interpret procedures. May supervise staff and have responsibility for the day to day operation of a work unit where this involves setting priorities, meeting service standards and assisting with the monitoring or review of systems, or supervise or coordinate staff with different areas of skill.</p>	<p>Apply a detailed knowledge or work unit policies, systems and procedures, and their interaction with policies, systems and procedures in any related areas, to respond to standard circumstances and advise, assist and influence others.</p>

Education, Training & Experience	Task	Judgement & Problem Solving	Supervision & Independence	Organisational Relationships & Impact
LEVEL 6				
<p>Perform duties at a skill level that requires: A degree, normally with 2 or more years subsequent relevant experience to consolidate the theories and principles learned, or, extensive experience (eg, an Associate Diploma with at least 4 years subsequent relevant experience), leading to either the development of specialist expertise or to the development of broad knowledge, in technical or administrative fields, or an equivalent level of knowledge gained through any other combination of education, training and/or experience.</p>	<p>Perform a range of assignments that are guided by policy, precedent or objectives and, where relevant, by professional standards. Positions at this level require a conceptual understanding of relevant policies, procedures or systems and interpretation in the application of policy and/or precedent. In technical and administrative areas, have a depth or breadth of expertise developed through extensive relevant experience. The investigation of a range of operating and design issues may be a key duty at this level.</p>	<p>Solve diverse and unusual problems by analysing information where considerable interpretation of existing regulations, policies or procedures is required. Some discretion to innovate within own function and take responsibility for outcomes. May apply theoretical/policy and technical/procedural knowledge to design, diagnose, analyse, review, develop or test complex systems, data, equipment or procedures, develop section procedures, use considerable technical skills to design equipment to a limited brief or to liaise with equipment users to better define requirements, and/or undertake planning involving resource use or develop proposals for resource allocation.</p>	<p>Major job duties are specified in position documentation or equivalent role statements, supplemented by assignment allocation as relevant. Will set priorities and monitor work flows and systems within an area of responsibility (ie, for own position and for a team or section if applicable). May have supervisory responsibility and some line management responsibility for staff performing a set of related functions. May have staff reporting indirectly to the position.</p>	<p>Provide authoritative advice in the context of widely varying circumstances. Adapt techniques and interpret or modify procedures to achieve objectives, where any changes are within policy and either their impact is largely restricted to the work unit(s) concerned or they are authorised at higher levels. May provide influential input to policy or systems development on the basis of expertise in the operational aspects of current systems and their impact.</p>

Education, Training & Experience	Task	Judgement & Problem Solving	Supervision & Independence	Organisational Relationships & Impact
LEVEL 7				
<p>Perform duties at a skill level that requires: A degree with at least 4 years subsequent relevant experience to consolidate and extend the theories and principles learned, or, extensive experience and management and or specialist expertise, or an equivalent level of knowledge gained through any other combination of education, training and/or experience.</p>	<p>Apply substantial theoretical and technical knowledge and experience to a range of issues and circumstances requiring considerable independent analysis and interpretation. In addition, may provide consultancy advice to others, and/or be recognised as an expert in a specialised area of theoretical, policy or technical complexity.</p>	<p>Independently apply theoretical or policy knowledge to: modify and adapt techniques to develop innovative methodologies, or research and analyse a situation and propose new responses or solutions, or take a leading role in the application of proven techniques involving considerable theoretical and technical sophistication. Focus on objectives rather than procedures and precedents. May involve the interpretation or application of policy that has an impact beyond the immediate work area.</p>	<p>Direction is provided in terms of objectives. A contribution to the planning of programs and the review, development or modification of procedures (within policy) by the employee will be required. May have line management responsibility for staff delivering administrative, technical or professional services, including the provision of advice on procedures, systems, priorities and budgets for the program concerned to more senior managers.</p>	<p>Duties require knowledge of the relationship between a range of diverse policies and activities. May negotiate solutions where a range of interests have to be accommodated. May develop proposals or recommendations that coordinate the interests of separate work units or contributors around a particular program, function or objective and share some accountability for the decisions taken.</p>

Education, Training & Experience	Task	Judgement & Problem Solving	Supervision & Independence	Organisational Relationships & Impact
LEVEL 8				
<p>Perform duties at a skill level that requires: A degree with substantial extension of the theories and principles, normally requiring at least 8 years relevant graduate experience, or A range of management experience, or postgraduate qualifications with relevant experience, or an equivalent level of knowledge gained through any other combination of education, training and/or experience.</p>	<p>Perform tasks requiring the integration of substantial theoretical (or policy) and technical knowledge to manage programs, or develop, review or evaluate significant policies, programs or initiatives, or develop or apply new principles and technology, or provide professional or consultancy services with recognised standing across or outside of the University. Tasks may span a range of activities in a complex, specialised environment.</p>	<p>Responsible for developing or implementing systems, or programs (including priorities, policies and procedures) within closely defined statements of role objectives, that may include a requirement to draw together the interests of several functional or specialist areas. May provide strategic advice at Faculty level or equivalent.</p>	<p>Will advise on and have substantial influence over the establishment of priorities, programs and/or budgets (formulation and expenditure) for a major area or specialised project. Will have scope to reset priorities or resources within overall program objectives or between positions or sections for which the position has line management responsibility.</p>	<p>Apply a thorough knowledge of University wide policies, or The external environment (eg, government legislation, guidelines and requirements), or Diverse research and teaching activities To have a substantial influence on policy development or the management of a program(s).</p>

Education, Training & Experience	Task	Judgement & Problem Solving	Supervision & Independence	Organisational Relationships & Impact
LEVEL 9				
<p>Perform duties at a skill level that requires: Extensive management expertise and supporting experience, or Program management and other specialist expertise, or Postgraduate qualifications and extensive relevant experience, or an equivalent level of knowledge gained through any other combination of education, training and/or experience.</p>	<p>Perform tasks involving a significant creative, planning or management contribution to the development or operation of major professional, management or administrative policies or programs, and responsibility for or impact on significant resources.</p>	<p>Responsible for developing or implementing systems, services or programs (including priorities, policies and procedures) within either broad statements of role objectives, or where responsibilities have been substantially delegated. In management positions, have independence in the allocation of resources within constraints established by senior management.</p>	<p>Either manage programs, including where relevant setting longer term priorities and objectives, the shaping of organisational structures and influence over the size and composition of the resources available, or have wide discretionary powers and provide high level advice in a specialised field of theoretical complexity.</p>	<p>Plan and take a leading role in liaising, consulting and negotiating the development, modification or implementation of changes to policies, programs or practices at Faculty level or equivalent.</p>

