



THE UNIVERSITY OF
NEW SOUTH WALES

**UNSW (Academic Staff)
Enterprise Agreement**

2003

2 July 2003

1.0 TITLE

This Agreement will be known as the University of New South Wales (Academic Staff) Enterprise Agreement 2003.

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3.0 DEFINITIONS

In this Agreement the following definitions will apply:

“AIRC” will mean the Australian Industrial Relations Commission.

“casual academic” or “casual employee” will mean an academic who is employed on a part-time (non-fractional) basis.

“consultation” will mean that the parties will confer and that the views expressed by both parties will be taken into account before final decisions are made.

“continuous service” will mean that period of service not including breaks in service of up to six weeks.

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

“employee” or “academic” or “academic staff” will mean all persons employed by the University as referred to in:

- (i) Schedule 4; or
- (ii) Schedule 6; or
- (iii) clause 12.0; or
- (iv) clause 24.0.

“Intellectual freedom” includes the rights of employees to:

- a) participate in the decision-making processes and structures of the University; including the right to express opinions about the operations of the University and higher education policy more generally,
- b) pursue critical and open inquiry, publish, research and, consistent with the University's academic processes, freely discuss, teach, assess and develop curricula,
- c) participate in public debates and express opinions about issues and ideas and about the University or higher education issues more generally,
- d) participate in professional and representative bodies, including unions, and engage in community service,
- e) express their personal views, consistent with the University's Code of Conduct,

without fear of harassment, intimidation or unfair treatment.

“negotiation” will mean that the parties will confer with a view to reaching a consensus on proposed changes.

“supervisor” means the Head of an academic unit in which the employee is employed, provided that the Vice-Chancellor may delegate in writing, another academic classified at Level C or above to be the supervisor of one or more employees.

“the Act” means the *Workplace Relations Act 1996*.

“the Deputy Vice-Chancellor” will mean the Deputy Vice-Chancellor with primary responsibility for academic staffing matters unless the Vice-Chancellor specifically nominates another Deputy Vice-Chancellor.

“the University” will refer to the University of New South Wales.

“the Union” will refer to the National Tertiary Education Industry Union (NTEU).

“the Vice-Chancellor”, with the exception of clause 14.0 and 10.5, will mean the Vice-Chancellor or his/her nominee. For clauses 14.0 and 10.5, “the Vice-Chancellor” will mean the Vice-Chancellor or Acting Vice-Chancellor.

4.0 OBJECTS

The parties to this Agreement recognise the important contribution that employees make to the advancement of the University’s strategic goals and priorities. To this end, this Agreement represents the intentions of the parties to:

- (a) Create a platform and environment for employees and academic supervisors to manage workplace issues at the local level;
- (b) Provide a mechanism for workplace change to be undertaken in a consultative, flexible and timely manner;
- (c) Strengthen the University’s ability to attract and retain quality academic staff through improved salaries and working conditions, including job security and expanded career development opportunities;
- (d) Achieve continuing improvements in productivity, quality and efficiency;
- (e) Support and implement the principles of equity, diversity and safety, and work towards achieving pay equity and gender balance in the workplace.

5.0 DURATION AND OPERATION OF AGREEMENT

- (a) The provisions of this Agreement will take effect on and from the date of certification and will remain in force until 31 March 2006.
- (b) The parties undertake to re-open negotiations at least six months prior to the expiry date of this Agreement with a view to negotiating and settling any replacement agreement.

6.0 APPLICATION

- (a) This Agreement will be binding upon:
 - (i) the National Tertiary Education Industry Union; and
 - (ii) the University of New South Wales

and applies, according to its terms, to all employees employed by the University except as provided in subclause 6.0(b).

- (b) This Agreement will exclude staff employed at the Institute of Languages.

7.0 AWARDS AND EMPLOYMENT RELATED DOCUMENTS

- (a) Subject to subclauses 7.0(f) – (h), this Agreement replaces and rescinds the University of New South Wales (Academic Staff) Enterprise Agreement 2000 (“the 2000 Agreement”).
- (b) Subject to clause 7.0(c) below, this Agreement will operate to the exclusion of all awards of the Australian Industrial Relations Commission (AIRC).
- (c) This Agreement will not impede the operation of the *Australian Higher Education Practice Teaching Supervision Award 1990*.

- (d) The provisions of Schedule 4 of this Agreement (UNSW Position Classification Standards) will apply.
- (e) Despite subclauses 7.0(a) and 14.0 of this Agreement, if the University has, prior to 1 June 2003, provided an employee with allegations of misconduct or serious misconduct under subclause 14.3(e) of the 2000 Agreement, the University will continue to deal with the allegations against that employee in accordance with the procedure under clause 14.0 of the 2000 Agreement.
- (f) In the circumstances specified in subclause 7.0(e) above, clause 14.0 of the 2000 Agreement and the relevant definitions under clause 3.1 of the 2000 Agreement, will apply in place of clause 14.0 of this Agreement and the relevant definitions of clause 3.0 of this Agreement. To this extent, clause 14.0 of the 2000 Agreement and the relevant definitions under clause 3.1 of the 2000 Agreement, will form part of this Agreement.
- (g) Despite subclauses 7.0(a) and 14.0 of this Agreement, if the University has provided an employee with allegations of misconduct or serious misconduct under sub-clause 14.3(e) of the 2000 Agreement on or after 1 June 2003, the University will continue to deal with the allegations against the employee in accordance with clause 14.0 of this Agreement and any action taken prior to the date of certification of this Agreement will be deemed to be valid action taken under and in accordance with the comparable provision of this Agreement.

8.0 CONSULTATION BETWEEN THE PARTIES

8.1 Implementation Committee

- (a) For the purposes of facilitating the implementation of this Agreement, an Implementation Committee will be established comprising equal numbers of persons nominated by the Union and the University.
- (b) The Implementation Committee will meet at the request of a party to this Agreement to discuss issues arising out of, and to develop strategies to support, the implementation of this Agreement.
- (c) The Implementation Committee will be cognisant of the special needs of EEO groups.

8.2 Consultation on University Policies

- (a) Without limiting the University's current practice of consultation about policy, the University will develop and/or maintain policies in relation to:
 - (i) Intellectual Property;
 - (ii) Intellectual Freedom;
 - (iii) On line teaching and learning;
 - (iv) Workplace Bullying;
 - (v) Redeployment Guidelines.
- (b) Matters covered by:
 - (i) the Intellectual Property policy will include the rights of employees to an appropriate share in the ownership and control of intellectual property, including intellectual property arising from on line teaching and learning.

- (ii) the Intellectual Freedom policy will include the rights and freedoms of employees to comment and engage in public debate, including a debate on the operation and governance of the University.
 - (iii) the On line teaching and learning policy will include the necessary time, consultation with and support for employees in adapting teaching programs or materials for on line use;
 - (iv) the Workplace Bullying policy will include procedures for dealing with complaints of workplace bullying in a timely and effective manner. The parties agree that there is no place for bullying in the workplace. Workplace bullying includes behaviour aimed to demean, humiliate or intimidate employees either as individuals or as a group.
 - (v) the Redeployment Guidelines will include measures to facilitate the redeployment of displaced employees.
- (c) The policies referred to in subclause 8.2(a) above will be developed and regularly reviewed through the University's collegial processes and in consultation with the union.
 - (d) Policies will contain a fair and transparent mechanism for resolving disputes arising from the implementation of the policy. The parties agree that disputes arising from the implementation of these policies will not be referred through the dispute settling procedures (Clause 25.0) of this Agreement.

8.2.1 Indigenous Employment

- (a) In the first 3 months of this Agreement, an Indigenous Employment Strategy Consultative Committee (IESCC) will be formed as part of the University's development of an Indigenous Employment Strategy.
- (b) The IESCC will include as part of its membership:
 - (i) A nominee of the local branch President (or equivalent) of the NTEU;
 - (ii) Two indigenous employees;
 - (iii) Two nominees of the local indigenous community.
- (c) One of the key objectives of the Indigenous Employment Strategy will be to work towards achieving particular targets in relation to increasing employment and development opportunities for indigenous Australians.

8.3 Union Rights

- (a) In recognising that unions are the legitimate representatives of employees the University will assist the union by providing appropriate support for authorised union activities.
- (b) An employee who has been appointed as a union representative will be considered on duty and will be allowed reasonable time for the conduct of union activities. The University recognises the additional time that Branch Presidents (or equivalent) contribute to union activities.
- (c) The University supports leave that will improve the skills of union representatives. An employee who is a union representative will be granted a reasonable paid leave of absence to attend external union meetings, trade union training courses and union related

activities provided that adequate notice has been given to the Manager Industrial Relations. Such leave of absence will not normally be more than 6 days per year.

- (d) Unions may hold meetings of members on the premises of the University provided that adequate notice has been given to the Manager, Industrial Relations of the intention to hold a formal meeting.
- (e) As far as practicable, union meetings should be held during meal breaks or other work breaks. Union meetings may only be held during working hours if agreed between the union and the University.
- (f) The union will be informed of all formal induction sessions for new employees by the University, and will be permitted to distribute union information at those sessions.

9.0 MANAGING CHANGE IN THE WORKPLACE

- (a) This clause sets out processes to be followed during workplace change and addresses job security issues associated with that change.
- (b) Union members may seek the advice or assistance of their union at any time during a change process.

9.1.1 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) Job security will be provided by:
 - (i) Forced retrenchments being implemented as a last resort;
 - (ii) Use of redeployment mechanisms;
 - (iii) The University seeking to maintain or increase the overall size of the workforce during the life of this Agreement.
- (c) Forced retrenchments will only occur for reasons of a technological, structural, economic or similar nature including:
 - (i) a decrease in student load in any academic course or subject or combination or mix of courses or subjects conducted on one or more campuses;
 - (ii) a decision to cease offering or to vary the academic content of any course or subject or combination or mix of courses or subjects conducted on one or more campuses;
 - (iii) financial exigency within an organisational unit or cost centre; or
 - (iv) changes in technology or work methods.

9.1.2 Outsourcing and UNSW Corporate Entities

- (a) The University agrees to give early notification to the union 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 union to put forward an argument that the work might be better performed by directly employed employees.
- (c) 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 AIRC.
- (d) Where a University activity is transferred to a UNSW corporate entity, an employee affected by the transfer will have the choice to:
 - (i) Remain an employee of the University on secondment to the corporate entity; or
 - (ii) Resign employment with the University and accept a new employment contract with the corporate entity.
- (e) Prior service with a UNSW corporate entity will be recognised by the University for all purposes.
- (f) Where a business is before or after the date of this Agreement transmitted from the University (in this clause called the transmittor) to another employer (in this clause called the transmittee) and an employee who at the time of such transmission was an employee of the transmittor in that business becomes an employee of the transmittee:
 - (i) the continuity of the employment of the employee will be deemed not to have been broken by reason of such transmission; and
 - (ii) the period of employment which the employee has had with the transmittor or any prior transmittor will be deemed to be service of the employee with the transmittee.

9.2 Preliminary Consideration of Workplace Change

- (a) The parties to this Agreement acknowledge that sound management of workplace change requires the involvement of the people who will be directly affected by that change.
- (b) The parties accept that there will often be discussion of issues that may or may not lead to workplace change prior to any development of a specific change proposal.
- (c) When these discussions appear likely to lead to the development of a specific change proposal as outlined in subclause 9.2.1, such discussions will involve all employees who may 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.
- (d) Minor workplace changes may be made through a less formal process, which nevertheless involves consultation with affected staff.

9.2.1 The Discussion Paper

- (a) The University will issue documentation (the Discussion Paper) to employees likely to be directly affected and the union, if it is anticipated that one or more of the following will occur:
- (i) relocating employees to another campus of the University;
 - (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 including cost benefits;
 - (v) anticipated redundancies;
 - (vi) relevant staffing matters including organisational charts and proposed changes to duties ;
 - (vii) any workload implications;
 - (viii) equity and OHS implications; and
 - (ix) where it can be identified, training requirements.
- (c) The Discussion Paper will be discussed with employees at a meeting arranged for the purpose of enabling employees and the unions to comment on the change proposals. There will be at least 10 working days notice of the meeting to enable unions to arrange representation and adequate time for all employees affected to organise their participation in this meeting.
- (d) Additional 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 9.2.1(a), affected employees and the union 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; meetings of employees and the union 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.

9.2.2 The Recommendation Paper

- (a) Following the process in subclause 9.2.1, 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 will be issued with a copy of the Recommendation Paper and will have an opportunity to comment on the recommendation(s).
- (b) As a result of the implementation of any recommendation resulting in changes referred to in subclause 9.2.1(a), any matter regarding the particular employment conditions of an employee directly affected will be negotiated with that employee. The employee may request that the union be involved those negotiations.

9.2.3 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 union on the likely positions involved and on ways to avert potential job loss, or measures to minimise the adverse effects of job loss.
- (b) A key mechanism to avert job losses is the provision of relevant training ahead of anticipated change where that training is reasonable and can be undertaken in a reasonable timeframe.
- (c) The measures referred to in subclause 9.2.3(a) may include reasonable retraining, expressions of interest in voluntary redundancy, pre-retirement contracts, utilisation of leave entitlements, secondment, conversion to fractional employment, or redeployment.
- (d) Where it is envisaged that there will be a loss of academic positions, employees directly affected will be notified in writing and will be advised that they have a period of at least 10 working days to submit an expression of interest in any of the measures referred to in subclause 9.2.3(c).
- (e) Where it appears likely that forced retrenchments might be necessary, the University will consult with the employee(s) directly affected and the union about the criteria and process that will be used to determine, as part of the clause 10.0 process, which position(s) are to be declared redundant.

10.0 REDUNDANCY PROVISIONS

- (a) The University may only terminate the employment on the grounds of redundancy in accordance with the provisions of this clause.
- (b) Unless otherwise stated, the provisions of this clause will not apply in circumstances where the University and an employee negotiate a voluntary separation package as part of the process set out in clause 9.0.

10.1 Notification of Redundancy

Where, following the process set out in clause 9.0, a decision has been made by the Vice-Chancellor to declare one or more academic positions redundant, the Director Human Resources will notify the affected employee(s) in writing:

- (i) that the position occupied by the employee is to be declared redundant;
- (ii) that his/her employment may be terminated;
- (iii) the reason for the decision to declare his/her position redundant;
- (iv) the time line for the redundancy, including the date of commencement of the Transition Period set out in clause 10.2;
- (v) that he/she may request a review of the decision to declare the position redundant in accordance with subclause 10.3 of this Agreement; and/or
- (vi) that he/she may seek to be redeployed in accordance with subclause 10.4 of this Agreement.

10.2 Transition Period

- (a) An employee who has been advised in writing by the Director Human Resources that his/her position has been declared redundant under subclause 10.1 will enter into a Transition Period of 8 weeks.

- (b) By no later than the end of the Transition Period, an employee will, if no other arrangement has been mutually agreed between the University and the employee, advise the University if he/she wishes to pursue either redeployment (in accordance with subclause 10.4 below) or a review of the decision to declare his/her position redundant (pursuant to subclause 10.3 below).
- (c) During the Transition Period an employee who has been advised in writing that his/her position is to be declared redundant under subclause 10.2 will have access to:
 - (i) reasonable outplacement support;
 - (ii) a reasonable amount of time without loss of pay to attend job interviews or other job search activities; and
 - (iii) where agreed by the University, a program of retraining.

Reasonable travel and other expenses associated with (i), (ii) and (iii) will be paid by the University, as determined by the Vice Chancellor.

10.3 The Review

- (a) An employee who elects to seek a review of the decision to declare his/her position redundant must apply to the Deputy Vice-Chancellor within 10 working days of such advice for a Review of that decision. The employee should indicate the basis upon which a Review is sought.
- (b) Upon receiving such an application, the Deputy Vice-Chancellor will immediately refer it to a Review Committee as described below.

10.3.1 The Review Committee

- (a) The Committee will comprise:
 - (i) a nominee of the Deputy Vice-Chancellor;
 - (ii) the President of the UNSW Branch of the NTEU or nominee; and
 - (iii) a Chairperson who is mutually agreed by the parties within 5 working days, or failing that, one of the elected academic representatives of the Academic Board or elected Presiding Members of the Faculties on the Academic Board. When the Chairperson comes from the Academic Board he/she will be nominated by the President of the Academic Board with the agreement of the President of the UNSW Branch of the NTEU and should not be a member of the same School as the employee concerned.
- (b) The Committee must be convened within 7 working days of the matter being referred to the Deputy Vice-Chancellor and should complete its deliberations within 15 working days.

(c) Terms of Reference

The Committee will consider whether the University in coming to the decision to declare an employee's position redundant:

- (i) complied with clauses 9.0 and 10.0 of this Agreement;

- (ii) acted fairly, properly, without discrimination and in accordance with the rules of natural justice; and
 - (iii) used fair and objective criteria to determine which position(s) should be declared redundant.
- (d) The Committee will:
- (i) act in accordance with the principles of natural justice;
 - (ii) provide the employee with the opportunity to establish his/her case through a written and/or verbal submission;
 - (iii) allow the employee to be assisted in the presentation of his/her case by a UNSW colleague, or union official or employee;
 - (iv) allow the employee to see all documentation and hear all verbal submissions provided to the Committee, and have the opportunity to respond to such documents and submissions; and
 - (v) seek further material and documentation or interview other persons it believes appropriate.
- (e) If the Committee does not complete its deliberation within the timeframe referred to above, it must make application to the Deputy Vice-Chancellor for an extension of time, putting forward the grounds for the extension, and outlining the timeframe in which it will reach a conclusion.

In the event that the Deputy Vice-Chancellor declines the request for an extension of time, the Committee will have 5 working days to conclude its deliberations and deliver to the Vice-Chancellor a report based on its findings to that date.

- (f) The Committee will, after considering the information, provide a report with recommendation(s) to the Vice-Chancellor, to take into account in making a determination.
- (g) Following a Review the Vice-Chancellor may choose to extend the time-frame for investigating possible redeployment of the employee by 2 weeks, if the employee wishes to be considered for redeployment.

10.4 Redeployment

- (a) An employee may notify the University at any stage during the Transition Period that he/she seeks redeployment.
- (b) Where an employee has elected redeployment, the University and the employee will look for suitable alternative positions within the University for the remaining period of the Transition Period.
- (c) Where a suitable vacant academic position is available, the University will offer the employee redeployment to the position at the same classification level and step.
- (d) Where an employee is redeployed to another continuing position that involves a geographic relocation, the University will provide compensation for all reasonable relocation expenses in accordance with Schedule 7 of this Agreement.
- (e) Where a suitable vacant general staff position is available, the University will offer the employee redeployment to the position. Where an employee accepts redeployment to a general staff position or otherwise maintains an employment relationship with the

University but in circumstances which would provide a reduced income, salary will be maintained for a period of 12 months.

10.5 Retrenchment

(a) Where:

- (i) An employee has not made any election by the end of the Transition Period in accordance with subclause 10.2; or
- (ii) The Vice-Chancellor has made a determination that an employee should be retrenched following a Review of a decision to declare an employee's position redundant pursuant to subclause 10.3; or
- (iii) The employee elected to be redeployed in accordance with subclause 10.4, but no suitable vacant position has been identified and accepted by the employee by the end of the Transition Period; or
- (iv) An employee has elected to be made redundant either through a voluntary redundancy or at any time after the commencement of the Transition Period,

the Vice-Chancellor (or in the case of 10.5(a)(iv), the Deputy Vice-Chancellor or nominee) will advise the employee in writing that her/his employment is terminated on the grounds of redundancy.

(b) On termination, an employee will receive:

- (i) payment in lieu of any unexpired period of the 8 week Transition Period; or in the case of an employee who negotiates a voluntary redundancy through the process set out in clause 9.0, the payment of the equivalent of 8 weeks salary;
- (ii) payment of a 22 week Entitlement Period;
- (iii) severance payment of 3 weeks salary for every completed year of service to a maximum of 52 weeks;
- (iv) payment on a pro-rata basis for long service leave calculated on completed years of service;
- (v) payment of any recreation leave subject to subclause 1.4 of Schedule 3 of this Agreement; and
- (vi) payment of any pro-rata leave loading.

(c) Instead of receiving payment for the 22 week Entitlement Period specified in subclause 10.5(b)(ii), the employee may work all or part of the Entitlement Period provided that there are appropriate duties for him/her to undertake and the University agrees to him/her working through the Entitlement Period. Where the employee works for part of the 22 weeks he/she will receive, on retrenchment, payment for the balance of the 22 weeks of the Entitlement Period not worked.

(d) All payments under subclause 10.5(b) will be calculated on the employee's salary at the date of termination of employment. An employee who has converted from full-time to fractional employment will receive payment based on the full-time salary for his/her service up to the conversion to fractional employment and his/her payment from then on will be based on his/her fractional salary for the remaining period.

- (e) “Salary” wherever it appears in this clause of the Agreement will mean the amount paid to an employee including any salary supplementation, market loading, clinical loading or responsibility allowance paid to him/her at the time that he/she is advised of his/her retrenchment.
- (f) If an employee retrenched in accordance with subclause 10.5(a)(i)-(iii) takes certified sick leave during the Transition Period or Entitlement Period, the Transition Period will be extended by up to a maximum of 8 weeks and the Entitlement Period will be extended by up to 22 weeks, provided that the sick leave is in accordance with the sick leave provisions of Schedule 3 of this Agreement.
- (g) Where the University has obtained employment in another University, at the same classification and salary level and with full recognition for prior service, which is acceptable to the employee, it may apply to the AIRC to have the severance payment or retrenchment benefit varied or waived.

11.0 MODES OF EMPLOYMENT

- (a) The University will employ an employee on terms that correspond with one or other of the types of employment prescribed in subclauses 11.1 – 11.4.
- (b) To avoid doubt nothing in this clause prevents an employee engaging in additional work as a casual employee in work unrelated to, or identifiably separate from, the employee’s normal duties.

11.1 Continuing Employment

- (a) Continuing employment means employment with no fixed end date. All employment other than fixed-term employment and casual employment will be continuing employment. Continuing employment may either be on a full-time or fractional (part-time) basis.

11.2 Fixed-Term Employment

- (a) Fixed-term employment means employment for a specified term or ascertainable period, for which the instrument of employment will specify the starting and finishing dates of that employment, (or in lieu of a finishing date, will specify the circumstance(s) or contingency relating to a specific task or project, upon the occurrence of which the term of the employment will expire), and for which, during the term of employment, the contract is not terminable, by the University, other than during a probationary period or for cause based upon serious or wilful misconduct.
- (b) Fixed-term employment may either be on a full-time or fractional (part-time) basis.

11.2.1 Circumstances of Fixed-Term Employment

The use of fixed-term employment will be limited to the employment of an employee employed on work activity that comes within the description of one or more of the following circumstances:

- (a) Specific task or project

“Specific task or project” will mean a definable work activity which has a starting time and which is expected to be completed within an anticipated timeframe. Without limiting the generality of that circumstance it will also include a period of employment provided

for from identifiable funding external to the University, not being funding that is part of an operating grant from government or funding comprised of payments of fees made by or on behalf of students.

(b) Research

“Research” means work activity by a person employed on research only functions for a contract period not exceeding five years.

(c) Replacement employee

“Replacement Employee” means an employee:

(i) undertaking work activity replacing a full-time or fractional employee for a definable period for which the latter is either on authorised leave of absence or is temporarily seconded away from his/her usual work area; or

(ii) performing the duties of:

- a vacant position for which the University has made a definite decision to fill and has commenced recruitment action; or
- a position the normal occupant of which is performing higher duties pending the outcome of recruitment action initiated by the employer and in progress for that vacant higher duties position

until a full-time or fractional employee is employed for the vacant position or vacant higher duties position as applicable.

(d) Recent professional practice required

Where a curriculum in professional or vocational education requires that work be undertaken by a person to be employed who has recent practical or commercial experience, such a person may be employed for a fixed period not exceeding two years.

(e) Pre-retirement contract

Where a full-time or a fractional employee declares that it is his or her intention to retire, a fixed-term contract expiring on or around the relevant retirement date may be adopted as the appropriate type of employment for a period of up to five years.

(f) Student employment

Where a person is enrolled as a student, employment under a fixed-term contract may be adopted as the appropriate type of employment for work activity, not within the description of another circumstance in the preceding paragraphs of this subclause, that is work within the student’s academic unit or an associated research unit of that academic unit and is work generally related to a degree course that the student is undertaking with the academic unit, provided that:

(i) such fixed-term contract employment will be for a period that does not extend beyond, or that expires at the end of, the academic year in which the person ceases to be a student, including any period that the person is not enrolled as a student but is still completing postgraduate work or is awaiting results; and

(ii) an offer of fixed-term employment under this paragraph will not be made on the condition that the person offered the employment undertake the studentship.

(g) Executive staff

“Executive staff” means each employee who holds the position of Deputy Vice-Chancellor, Pro Vice-Chancellor, Dean and the Rector of the Australian Defence Force Academy, Canberra, while in his/her position as Deputy Vice-Chancellor, Pro Vice-Chancellor, Dean, and the Rector of the Australian Defence Force Academy, Canberra.

An Executive employee who holds a substantive academic position may only be terminated as an employee of the University (rather than having their position of Executive employee terminated) by compliance with clauses 10.0, 14.0 or 20.0 of this Agreement.

For the purpose of this paragraph a Dean will mean the Head of a Faculty or Division of equivalent status approved as Dean by the University Council or other delegated University decision-making body.

(h) Disestablished organisational area

Where an organisational work area consisting of at least 3 employees has been the subject of a decision by the University to discontinue that work within 36 months, fixed-term employment may be offered to work in that area provided that:

(i) the letter of offer of employment includes an undertaking that subject to satisfactory performance, should the decision to discontinue the work area be reversed, or should for any other reason the employee’s position or substantially the same position continue beyond a 36 month period, the employee will be offered that work on a continuing basis.

(ii) should a position not be offered under subclause 11.2.1(h)(i), upon request by the employee, the University will, for three months prior to the expiry of the contract, make reasonable attempts to identify other employment opportunities within the University.

11.2.2 Contingent Employment

(a) Where the employment circumstances are consistent with subclause 11.2.1(a) or (b) above, the University may employ the employee in contingent employment.

(b) Contingent employment means employment for the life of a specific task or project such as a research grant. The employment has no fixed end date, but is for the duration of the task or project.

(c) Where contingent employment is used, the notice of cessation provisions of clause 11.6 below will apply.

(d) Where an employee is employed in contingent employment and the contingency is invoked (thereby leading to the termination of the employment), subject to subclause 11.2.2(e) the employee will be entitled to severance pay in accordance with clause 11.7.

(e) Where contingent employment terminates, and the employee has been employed for a period in excess of ten years (which may include employment on multiple fixed-term

contracts in the same or substantively similar work), a severance payment based on two weeks salary for every year of continuous service will apply instead of the severance payment set out in subclause 11.2.2(d), up to a maximum of 52 weeks.

11.3 Convertible Fixed-Term Employment

- (a) Academic positions at Level A or Level B may be offered on the basis that the employment is convertible from fixed-term to continuing prior to the expiration of the contract. Convertible fixed-term employment may only be offered where:
- (i) a demonstrated sudden and unanticipated increase in student enrolments requires an expansion of the academic staff in a specific area to meet that increase;
 - (ii) measures are being taken by the University consistent with subclause 12.1(d) below;
 - (iii) in a new organisational area, prior to or from the establishment of any such area;
 - (iv) as otherwise agreed between the University and the Union.

For the purpose of this subclause a new organisational area will mean:

- a group of not less than three positions established in relation to a new discipline or sub-discipline of academic work not previously offered; or
 - another new academic function organised either in a new geographic location outside Sydney or organised distinctly from existing schools or centres and not created from the merger or division of or movement of work from an existing unit(s).
- (b) A convertible fixed-term appointment will normally be for a period of three years and will not be for a period of less than one year.
- (c) Conversion from fixed-term to continuing employment will be determined by a selection committee similar in composition to the original appointment selection committee.
- (d) The committee will determine whether an employee on a convertible fixed-term contract is converted to continuing employment based on:
- (i) The availability of continuing work; and
 - (ii) The performance of the employee since appointment.
- (e) A convertible fixed-term appointment may not be extended beyond the initial period except by the offering of a continuing appointment in accordance with subclause 11.1 above or the offering of a fixed-term appointment in accordance with subclause 11.2 above.
- (f) An employee holding a convertible fixed-term contract will be notified in writing at least 8 weeks prior to the date of expiry of the contract as to whether the contract is to be converted to a continuing appointment or a fixed-term contract is to be offered or the employment is to lapse.

11.4 Casual employment

Casual employment will mean a person employed by the hour and paid on an hourly basis pursuant to clause 12.0 of this agreement.

11.5 Terms of Employment

Upon employment, the University will provide to continuing and fixed-term employees an instrument of appointment that stipulates the type of employment and informs the employee of the terms of employment at the time of the appointment in relation to:

- (a) the classification level and salary of the employee on commencement of the employment, and the hours or fraction of full-time workload to be worked;
- (b) the term of the employment and, for fixed-term appointments, the reference to subclause 11.2.1 identifying the circumstance(s) by which the use of a fixed-term contract has been decided for that employment;
- (c) the length and terms of any period of probationary employment;
- (d) other main conditions of employment including the documentary, or other recorded sources from which such conditions derive, and the duties and reporting relationships to apply upon appointment can be ascertained.

11.6 Notice of Cessation or Renovation of Fixed-Term Employment

For the purposes of paragraphs 11.6 and 11.7, a fixed-term contract employee also includes an employee whose current fixed-term contract commenced prior to 30 June 1998.

- (a) The University will provide to a fixed-term employee, other than an employee described in subclauses 11.2.1(c), 11.2.1(d), 11.2.1(f) and 11.3 above, a written notice of 4 weeks of its intention to renew, or not to renew, employment with the University upon the expiry of the contract.
- (b) Where, because of circumstances relating to the provision of specific funding to support employment, external to the University and beyond its control, the University is not reasonably able to give the notice required by this subclause, it will be sufficient compliance with this subclause if the University:
 - (i) advises those circumstances to the employee in writing at the latest time at which the notice would otherwise be required to be given, and
 - (ii) gives notice to the employee at the earliest practicable date thereafter.

11.7 Severance Pay for Fixed-Term Employees

- (a) A fixed-term employee whose contract of employment is not renewed in circumstances where the employee seeks to continue the employment will be entitled to a severance payment in accordance with subclause 11.7(c) below in the following circumstances:
 - (i) where the employee is employed on a second or subsequent fixed-term contract in the circumstances described in paragraphs 11.2.1(a) and 11.2.1(b) and where the same or substantially similar duties are no longer required by the University; or
 - (ii) where the employee is employed on a fixed-term contract in the circumstances described in paragraphs 11.2.1(a) and 11.2.1(b) and where the duties of the kind performed in relation to the work continue to be required but another person has been appointed, or is to be appointed, to the same or substantially similar duties; or
 - (iii) where the fixed-term contract commenced prior to 30 June 1998.

- (b) The University, in a particular case, may make application to the Australian Industrial Relations Commission to have the general severance payment or retrenchment benefit payment prescription varied if it obtains acceptable alternative employment for the employee.

(c) **Severance pay entitlements**

Where an employee is entitled to a severance payment in accordance with paragraph 11.7(a) above, the following payments will apply:

Length of Continuous Service	Severance pay
Up to the completion of 2 years	4 weeks pay
2 years and up to the completion of 3 years	5 weeks pay
3 years and up to the completion of 4 years	7 weeks pay
4 years and over	8 weeks pay

(d) **Deferment of payment**

Where the University advises an employee in writing that further employment may be offered within six weeks of the expiry of a period of fixed-term employment, then the University may defer payment of severance benefits for a maximum period of four weeks from the expiry of the period of fixed-term employment.

11.8 **Other Conditions of Employment and the Calculation of Continuous Service**

- (a) In relation to other matters contained in this Agreement, a fixed-term employee will be entitled to the same terms and conditions of employment as would apply to a continuing employee engaged in an equivalent classification and working an equivalent fraction of full-time except where specifically excluded by this Agreement.

(b) **Incremental Progression**

A fixed-term employee who has a period of continuous service in a classification which has an incremental structure, will be entitled to progress through that structure in the same way as an employee employed as a continuing employee in the same or similar classification.

(c) **Fractional (part-time) employment**

Fractional (part-time) employment means employment for a fraction of the normal weekly workload for a full-time employee. An employee employed on a continuing or a fixed-term basis may be employed in either a full time or a fractional (part-time) capacity. All entitlements of an employee employed on a fractional (part-time) basis in this agreement are paid on a pro-rata basis calculated by reference to the time worked as a proportion of the time worked by a full-time employee in the same classification and discipline.

(d) **Continuous Service**

For the purpose of this Agreement and for the purpose of determining which provisions under this Agreement apply to fixed-term employees, breaks between fixed-term appointments of up to two times per year and of up to six weeks will not constitute breaks in continuous service.

Periods of approved unpaid leave will not count for service, but will not constitute breaks in service for the purposes of this clause.

11.9 Transitional Provisions

Clauses 11.2.1 and 11.5 do not apply during the term of the existing contract of a fixed-term employee employed on or before 30 June 1998, or to an employee whose employment is the subject of a form of fixed-term contract in force as at 30 June 1998.

11.10 Savings Provision

Except where a contrary intention expressly appears, nothing in this clause will diminish the rights of any employee under any agreement, or contract binding on the University in respect of the employee.

12.0 CASUAL EMPLOYMENT

12.1 Workforce

- (a) The parties agree that in 2002, 8.5 per cent of expenditure on academic staff salaries was on casual academic salaries. The method of calculation of this figure has been agreed between the parties.
- (b) University expenditure on casual academic salaries will not exceed 8.5 per cent of expenditure on all academic salaries during the life of this Agreement. Expenditure on casual academic salaries in any one Faculty will not exceed 20 per cent of expenditure on all academic salaries in that Faculty.
- (c) The parties recognise that the salary increases in this Agreement provide for greater average percentage increases for casual academic staff than for the majority of other academic staff. Where the proportion of University expenditure on casual academic salaries exceeds the figures referred to in subclause 12.1(b) solely as a result of this factor, the parties agree that the provisions of subclause 12.1(b) will not be regarded as breached.
- (d) Every six months the parties will confer to review data on salary expenditure during the previous six months. Where it is identified through this process that the figures in subclause 12.1(b) have been exceeded, the University will:
 - (i) following consultation with the union, implement measures to reduce the proportion of expenditure on casual academics consistent with subclause 12.1(b). Such measures may include the creation of new fixed-term or continuing positions including the creation of convertible fixed-term positions in accordance with clause 11.3 above. The measures will not include a reduction in casual positions unless additional continuing or fixed-term positions have been created or adjustments have been made to ensure that the workload of other academic staff is not increased;
 - (ii) meet with the union on a 3 monthly basis to review salary expenditure over the current and previous calendar year until such time as the proportion of expenditure on casual academic salaries has been reduced to the levels specified in subclause 12.1(b).

12.2 Contract of Employment

- (a) A casual academic may not be employed for more than 37.5 hours of work per week including associated working time, as prescribed in Schedule 2.0 of this Agreement.
- (b) Casual academics should not be responsible for the employment or supervision of other staff and should not be primarily responsible for the development of on line teaching and learning.
- (c) Casual academics are not expected to engage in research duties. For the purpose of this subclause preparation for teaching and course/subject development is not regarded as research.
- (d) A casual academic who performs full or the majority of subject coordination work will be paid at the appropriate casual lecturer rate in Schedule 2 (1a to 1d) for each hour of teaching.
- (e) Casual academic staff should only be involved in administration to the extent that it is necessary to support their teaching related function.

12.3 Recruitment and Appointment

- (a) Advertisement and recruitment should as far as practicable reflect the procedures for fractional and full-time employees and may include advertisement in advance and preparation of an eligibility list to draw on as required. Such a list would be advertised with a specific lifetime. Even genuine "emergency" situations should comply where possible.
- (b) The University will inform applicants for a casual position that if they do not hear from the University within a specified time, they should conclude that they have not been successful in gaining a position.

12.4 Offers of Employment

A person who is offered casual academic employment for a continuous period of more than 4 weeks will be given a written offer of employment which will include:

- (a) a statement of duties to be performed, the relevant pay rates for each duty and the anticipated number of hours required;
- (b) a statement that additional duties will be paid for;
- (c) rights with respect to superannuation;
- (d) sources that can be contacted for further information about his/her employment;
- (e) notification of the requirement to disclose other academic employment at the University as per subclause 12.5(c) of this Agreement; and
- (f) an information sheet about the University generally.

12.5 Conditions

- (a) Casual employees will be paid on a fortnightly basis in accordance with the offer of employment and the salary rates prescribed in Schedule 2. Payment will be made within 21 days of a pay claim being submitted to the University. Where an offer of casual

employment is made across an entire session, the casual employee and the University will agree to equalise fortnightly salary payments over that period.

- (b) Information regarding the employment procedures and terms and conditions of employment of casual employees including issues associated with such employment will be disseminated to all academics involved in the employment and supervision of casual employees.
- (c) When responding to an offer of employment made under subclause 12.3 a casual employee must disclose any other academic employment which is currently held at the University.
- (d) The University is committed to providing support for casual employees who wish to develop an academic career. A casual employee will be entitled to apply to their academic supervisor for support in career development activities and the University will establish a central fund to support such activities. The University will consider a range of factors in relation to any career development request by a casual employee, including:
 - (i) The casual employee's period of employment at the University;
 - (ii) Whether the casual employee is enrolled as a student, or is primarily employed by an organisation external to the University;
 - (iii) The relevance of the career development activity to the casual employee's discipline or academic career development.

12.6 Definitions and Duties

12.6.1 Lecturing and Tutoring

- (a) "Lecture" or "tutorial" means any educational delivery described as a lecture or tutorial respectively in a course or unit outline, or in an official timetable issued by the University. A lecture or tutorial may be face to face teaching or tutoring respectively or equivalent delivery through a different mode.

A tutorial is a supplementary form of education delivery where matters already covered elsewhere in a course are discussed, clarified or elaborated. A tutorial is conducted in a small group to enable effective student participation. A tutorial is conducted in accordance with guidelines issued by the lecturer in charge of the subject. Responsibility for the course rests with the lecturer in charge of the subject not the casual employee.

The hourly rate of pay for lecturing or tutoring contained in Schedule 2 will encompass the following activities in addition to the delivery of lectures and/or tutorials:

- (i) preparing of lectures or tutorials;
- (ii) up to 20 minutes of marking for each one hour of teaching. The marking is for the group of students for whom the casual employee has direct responsibility (e.g. 60 contact hours means that twenty hours of marking must be undertaken before further costs are incurred by the University).

Academics in Schools/Departments will establish a time formula for marking in relation to different types of assessments within the Schools/Departments. This formula will be used and reviewed every second year by the School/Department;

- (iii) administration of relevant records of the students for whom the casual employee is responsible; and

- (iv) informal consultation with students. This consultation involves face to face consultations immediately prior to or following a lecture or tutorial.
- (b) The total hours of work under this clause will not normally exceed two extra hours for every hour of teaching time, however may involve more than two hours in the case of 1a and 1b of Schedule 2.

12.6.2 Marking

Marking beyond that outlined in subclause 12.6.1 above, including marking of subject or course wide examinations, essays or other assessment tasks will be paid at the appropriate hourly marking rate as set out in Schedule 2.

12.6.3 Demonstrating and Other Duties

Demonstration

- (a) Demonstration involves the performance of such duties as the conduct of practical classes by setting up or supervising the correct method of use of equipment; issuing prepared instructions about experimental procedures or projects from the lecturer; supervising undergraduate students in carrying out experiments or laboratory work and being a source of technical advice.

The hourly rate of pay for demonstrating and other duties encompasses one hour of student contact time only. Any work required outside the one hour (marking, giving a lecture or tutorial, attending a meeting or lecture, preparation time or other duties) will be paid as appropriate in accordance with Schedule 2 of this Agreement.

Responsibility for the course rests with the lecturer in charge of the subject not the casual performing demonstrating or other duties.

Other Duties

- (b) Other duties includes all other work that is required by the University to be performed by the casual employee, being work in the nature of, but not limited to:
 - (i) attendance at lectures, formally designated student consultation, including formal consultation by electronic means, and student supervision;
 - (ii) attendance at meetings including School and/or Faculty meetings as required by the Head of the academic unit;
 - (iii) the conduct of practical classes, workshops, student field excursions;
 - (iv) the conduct of clinical sessions other than for the Faculty of Medicine;
 - (v) the conduct of performance and visual art studio sessions;
 - (vi) development of teaching and subject materials such as the preparation of subject guides, reading lists, and basic activities associated with subject coordination; and
 - (vii) musical coaching, repititeurship, and musical accompanying other than with special educational service specified in subclause 12.6.4.

Additional Casual Duties

- (c) Any additional casual duties which the casual employee is required to perform beyond those outlined in subclauses 12.6.1, 12.6.2, and 12.6.3(a) above will be paid for separately at the appropriate rate contained in Schedule 2.

12.6.4 Music Accompanying with Special Education Service

A casual employee required to provide music accompanying with directly associated non contact duties in the nature of preparation will be paid at a rate for each hour of music accompanying delivered according to Schedule 2. Music accompanying with special education service means the provision of music accompaniment to one or more students or staff in the course of teaching by another member of the academic staff in circumstances where the accompanist deploys educational expertise in repertoire development or expression for student concert or examination purposes but does not include concert accompanying, vocal coaching or musical directing.

13.0 PROBATIONARY EMPLOYMENT

- (a) A new employee may have a formal probationary period of up to 12 months and will be advised accordingly in the letter of appointment.
- (b) An employee will be advised of, and given an opportunity to make a response to, any adverse material about the employee which the University intends to take into account in a decision to terminate the employment upon or before the expiry of the period of probation.
- (c) Any second or subsequent fixed-term contract with the University, will not contain a probationary period.
- (d) The provisions of clause 14.0 of this Agreement do not apply to an employee serving a period of probationary employment.
- (e) The unsatisfactory performance provisions of clause 14.0 of this Agreement will not apply to an employee who has completed a period of probationary employment but who is subject to a process of confirmation of continuing employment.
- (f) The process of confirmation of continuing employment referred to in subclause 13.0(e) will not exceed the date 3 years after commencement of employment and will be notified to the employee at the time of employment.
- (g) Any decision to confirm or not to confirm an employee's employment within the period of confirmation of continuing employment will be made based on a criteria of satisfactory performance against a range of academic duties consistent with Schedule 4 of this Agreement and in accordance with the University's policies and procedures, which will be developed and maintained in consultation with the union.

14.0 TERMINATION OF EMPLOYMENT AND DISCIPLINARY ACTION

- (a) The University may only take disciplinary action against an employee on the grounds of unsatisfactory performance, misconduct or serious misconduct in accordance with the provisions of this clause. Any termination of employment at the initiative of the University other than that provided for in clauses 9.0, 10.0, 13.0 or 20.0 may only occur in accordance with this clause.

- (b) For the purposes of this clause, “misconduct” will mean conduct which is not serious misconduct but nonetheless is conduct which is:
 - (i) misbehaviour of a kind which constitutes an impediment to the carrying out of an employee's duties or to an employee's colleagues carrying out his/her duties; or
 - (ii) dereliction of the duties required of the academic office.
- (c) For the purposes of this clause, “serious misconduct” will mean:
 - (i) serious misbehaviour of a kind which constitutes a serious impediment to the carrying out of an employee's duties or to an employee's colleagues carrying out his/her duties; and/or
 - (ii) serious dereliction of the duties required of the academic office; and/or
 - (iii) conviction by a court of an offence which constitutes a serious impediment of the kind referred to in subclause 14.0(c)(i).

14.1 Initial Procedures for Dealing with Allegations of Unsatisfactory Performance

For the purposes of subclauses 14.1 – 14.7 below, “academic supervisor” refers either to the supervisor as defined in clause 3.0 of this Agreement or the Dean (or equivalent) of the Faculty in which the employee is employed.

- (a) Disciplinary action should be used as a last resort. An academic supervisor must make every effort to resolve instances of unsatisfactory performance through guidance, counselling and appropriate academic staff development, or appropriate work allocation before referring a matter involving the unsatisfactory performance of an employee to the Deputy Vice-Chancellor.
- (b) At the request of the employee an academic supervisor must consult with colleagues in the academic organisational unit before making a formal report to the Deputy Vice-Chancellor.
- (c) Where an academic supervisor is of the view that the performance of an employee is unsatisfactory, the academic supervisor will first counsel the employee on the nature of the improvement required and the time within which reasonable improvement can be expected. A record of the counsel given will be kept and a copy supplied to the employee concerned.
- (d) If the academic supervisor believes it appropriate, he/she will direct the employee to undertake a course of professional development or other appropriate program(s) designed to assist in improving performance, and the employee will undertake the course.
- (e) Where an academic supervisor believes that counselling has not produced the desired improvements in performance, the academic supervisor will make a formal report to the Deputy Vice-Chancellor that the performance of an employee is unsatisfactory. Such a report will state clearly the aspects of performance seen as unsatisfactory and the record of attempts to remedy the problem.
- (f) The academic supervisor will provide the employee with a copy of the report at the time it is submitted. The employee will be entitled to 10 working days to submit to the Deputy Vice-Chancellor a written response to the academic supervisor's report.
- (g) Upon receipt of the academic supervisor's report and any written response from the employee, the Deputy Vice-Chancellor will first satisfy himself/herself that:

- (i) the performance standards expected by the academic supervisor are reasonable considering the level and duties of the position;
 - (ii) appropriate steps have been taken to bring the unsatisfactory nature of the performance to the employee's attention;
 - (iii) an adequate opportunity to respond to the performance concerns was given to the employee;
 - (iv) any response by the employee was taken into account by the academic supervisor;
 - (v) a reasonable opportunity has been afforded to remedy the performance problem; and
 - (vi) if it has been requested, there has been appropriate consultation with the employee's colleagues by the academic supervisor.
- (h) The Deputy Vice-Chancellor may then decide to:
- (i) take no further action; or
 - (ii) refer the matter back to the academic supervisor to ensure that the steps referred to in subclause 14.1(g) above are complied with in substance and in a manner appropriate to the circumstances; or
 - (iii) take disciplinary action in accordance with subclause 14.3(a); or
 - (iv) recommend to the Vice-Chancellor that he/she take disciplinary action in accordance with subclause 14.3(b).
- (i) The Deputy Vice-Chancellor will advise the employee in writing of any decision made in accordance with subclause 14.1(h) above.

14.1.1 Withholding of an Increment

- (a) Notwithstanding any provision of subclause 14.1(a) – (i) above, where an academic supervisor believes that an employee has not satisfied the criteria for incremental progression in accordance with clause 3.0 of Schedule 5, he or she will:
- (i) inform the employee of specific concerns in relation to the progression criteria;
 - (ii) give the applicant an opportunity to raise any mitigating circumstances or state any other academic or professional development not previously mentioned; and
 - (iii) if still convinced that an increment should be withheld, advise the applicant in writing of the decision giving reasons in relation to the progression criteria, and send the completed application to the Director, Human Resources, together with a copy of the advice to the applicant.

14.1.2 Appeal against Withholding of an Increment

- (a) An employee may appeal against a decision to withhold an increment.
- (b) If a decision has been taken to withhold an increment the employee will be advised by the Director, Human Resources that he or she has the right to appeal against the decision.

- (c) If an employee wishes to appeal against a decision to withhold an increment he or she must notify the Director, Human Resources in writing of her or his intention to appeal within 10 working days of the date of advice referred to in subclause 14.1.2(b) above.
- (d) An appeal against a decision to withhold an increment will be considered by an appeal committee, whose decision will be final.
- (e) An appeal will be dealt with as expeditiously as possible.
- (f) An appeal committee will act in accordance with the principles of natural justice and will allow for the employee to nominate a support person to be in attendance. The employee will be allowed to make a submission and respond to material put to the Committee, appear before the Committee and remain present during the Committee process prior to the Committee deliberating and making a determination.
- (g) An appeal committee will consist of:
 - (i) the Deputy Vice-Chancellor;
 - (ii) a member of the Academic Board nominated by the President of the Academic Board after consultation with the President of the UNSW Staff Association; and
 - (iii) a nominee of the UNSW NTEU Branch President.

14.2 Initial Procedures for Dealing with Allegations of Misconduct or Serious Misconduct

- (a) Where a matter which may involve misconduct or serious misconduct has been dealt with in good faith by the University as if it were a case of unsatisfactory performance under subclause 14.1 of this Agreement, the provisions of subclause 14.2 are not required to be followed, but the provisions of subclause 14.1 must be followed.
- (b) Disciplinary action should be used as a last resort. An employee's supervisor will normally seek to resolve instances of possible misconduct or serious misconduct through guidance, counselling, or other appropriate action including appropriate academic staff development or work allocation before a report of misconduct or serious misconduct is submitted to the Deputy Vice-Chancellor.
- (c) Where it is not appropriate for an allegation of misconduct or serious misconduct to be resolved in accordance with subclause 14.2(b) above, or where an allegation has not been resolved in accordance with subclause 14.2(b) above, the academic supervisor may refer the matter to the Deputy Vice-Chancellor through a written report. The report will provide information about the nature and details of the misconduct or serious misconduct allegation(s), and what steps were taken to attempt to resolve the issue, or, if relevant, why it was not appropriate to resolve the allegation in accordance with subclause 14.2(b) above.
- (d) The Deputy Vice-Chancellor will initially consider whether the allegation is serious and warrants further investigation. If the Deputy Vice-Chancellor considers it appropriate he/she may refer the matter back to the academic supervisor for action in accordance with subclause 14.2(b) above. Otherwise, the Deputy Vice-Chancellor may initiate the procedures which commence with subclause 14.2.2 below (including subclause 14.2.1 if relevant).

For the purpose of exercising his or her discretion under subclause 14.2(d), the Deputy Vice-Chancellor may conduct or initiate informal inquiries.

14.2.1 Suspension with or without pay

- (a) Anytime after an allegation of misconduct or serious misconduct has been received by the Deputy Vice-Chancellor, the Deputy Vice-Chancellor may suspend the employee. Such suspension will be on full pay unless the Deputy Vice-Chancellor considers that there is the possibility of an imminent and serious risk to another person or to the University's property arising out of the alleged act of misconduct or serious misconduct, or if the Deputy Vice-Chancellor considers that the alleged misconduct or serious misconduct is sufficiently serious to justify dismissal in accordance with subclause 14.6(b).
- (b) Where an employee is suspended without pay the following will apply:
 - (i) where the suspension without pay occurs at a time when the employee is on paid leave of absence the employee will continue to receive salary for the period of leave of absence;
 - (ii) the employee may engage in paid employment or draw on any recreation leave or long service leave credits for the duration of the suspension without pay;
 - (iii) the Deputy Vice-Chancellor may at any time direct that salary be paid on the ground of hardship;
 - (iv) the employee may request that the decision to suspend without pay be reviewed. The review would be conducted by a person chosen by the University from the panel of Chairs who will make a final determination;
 - (v) any lost salary and other entitlements will be reimbursed if it is ultimately determined that dismissal is not warranted.
- (c) During any period of suspension the employee may be excluded from the University, provided that he or she will be permitted reasonable access to the University for the preparation of his or her case and to collect personal property.

14.2.2 Letter to employee and reply

- (a) If the Deputy Vice-Chancellor believes an allegation of misconduct or serious misconduct warrants further investigation he/she will:
 - (i) notify the employee of the allegation(s) in writing, in sufficient detail to enable the employee to understand the precise nature of the allegations and to properly consider and respond to them; and
 - (ii) require the employee to submit a written response within 10 working days. The Deputy Vice-Chancellor may agree to an extension to the 10 day requirement if it is reasonable in the circumstances.
- (b) A copy of this clause 14.2 will accompany the letter to the employee.
- (c) If the allegations are denied by the employee and the Deputy Vice-Chancellor is of the view that there has been no misconduct or serious misconduct, the Deputy Vice-Chancellor will immediately advise the employee in writing of that decision and may, by agreement with the employee, publish the advice in an appropriate manner.
- (d) If any allegations are admitted in full by the employee, or if the employee has not responded to the allegations within 10 working days or any extension agreed in

accordance with subclause 14.2.2(ii), and the Deputy Vice-Chancellor is of the view that the admitted allegations or the allegations not responded to amount to misconduct or serious misconduct, the Deputy Vice-Chancellor may take action consistent with subclause 14.2.4(b) below.

14.2.3 Misconduct investigation

- (a) Any allegation of misconduct or serious misconduct denied in part or in full by the employee, will be referred by the Deputy Vice-Chancellor to a misconduct investigation, unless he/she decides to:
 - (i) take no further action; or
 - (ii) counsel, warn and/or censure the employee for conduct that is determined not to be appropriate in the workplace and take no other action.
- (b) The Deputy Vice-Chancellor will appoint one or more investigation officer(s) (the "IO") to undertake the misconduct investigation whom the Deputy Vice-Chancellor regards as having the relevant skills and expertise to undertake the investigation. Prior to appointing the IO, the Deputy Vice-Chancellor will consult with the President of the UNSW Branch of the Union about the appointment of the IO.
- (c) The IO may conduct such (further) inquiries as the IO considers appropriate. The IO will determine his/her/their procedure for conducting the inquiries, and will outline those procedures to the employee. The guiding principles for a misconduct investigation will be the desire to determine the facts of the allegation(s), and the desire to ensure procedural fairness to the employee through subclause 14.2.3(d).
- (d) As part of the misconduct investigation the IO will meet with the employee to discuss the allegation and the employee's written response referred to in subclause 14.2.2(ii). The IO will, prior to this meeting, provide the employee with any evidence which the IO has found to substantiate the allegations, including any additional conduct not specifically referred to in the allegations referred to in subclause 14.2.2, and will give the employee an opportunity to consider and respond to that evidence. Refusal by the employee to attend such a meeting will not prevent the IO from providing a report to the Deputy Vice-Chancellor.
- (e) The IO will provide the Deputy Vice-Chancellor with a report on the allegation. The report will include:
 - (i) a statement of finding in relation to the allegations, and reasons for that finding (including an outline of any evidence and documents relied upon);
 - (ii) a statement of any mitigating factors which should be considered in relation to the allegations.
- (f) The employee will be provided with a copy of the IO's report at the same time as the report is provided to the Deputy Vice-Chancellor and the employee will have a period of 5 working days in which a response to the IO's report can be provided to the Deputy Vice-Chancellor.

14.2.4 Action by the Deputy Vice-Chancellor

- (a) The Deputy Vice-Chancellor will consider the report of the IO and will make a determination as to whether misconduct or serious misconduct has occurred and, if so, what disciplinary action is considered appropriate.
- (b) The Deputy Vice-Chancellor may then decide to:
 - (i) take no further action; or
 - (ii) refer the matter back to the supervisor for action consistent with subclause 14.2(b) above; or
 - (iii) take disciplinary action in accordance with subclause 14.3(a); or
 - (iv) recommend to the Vice-Chancellor that he/she take disciplinary action in accordance with subclause 14.3(b).
- (c) The Deputy Vice-Chancellor will advise the employee in writing of any decision made in accordance with subclause 14.2.4(b) above.

14.3 Disciplinary Action

- (a) Where the Deputy Vice-Chancellor has considered an allegation of unsatisfactory performance in accordance with subclause 14.1 above or an allegation of misconduct or serious misconduct in accordance with subclause 14.2 above (or subclause 14.1 above where subclause 14.2(a) applies), he/she may take disciplinary action against the employee as defined below:
 - (i) censuring the employee;
 - (ii) giving the employee a written warning (including, where appropriate, a final warning) about potential disciplinary action if the unsatisfactory performance is not remedied or if the misconduct is repeated; or
 - (iii) removing certain administrative duties and responsibilities which do not involve the payment of an allowance.
- (b) As an alternative to taking disciplinary action prescribed in subclause 14.3(a), the Deputy Vice-Chancellor may recommend to the Vice-Chancellor that he/she take disciplinary action, as defined below:
 - (i) demotion of the employee by one or more salary steps and/or by one-classification level;
 - (ii) suspension with pay;
 - (iii) removal from certain administrative duties and responsibilities which involve the payment of an allowance; or
 - (iv) termination of the employee's employment.
- (c) Where the Vice-Chancellor has received a recommendation in accordance with subclause 14.3(b) above, he/she will advise the employee in writing that he/she will make a final determination based on the recommendation of the Deputy Vice-Chancellor unless the employee advises the Vice-Chancellor within 5 working days that he/she wishes the matter be referred to a Review Committee.

- (d) Where the employee elects to have the matter referred to a Review Committee, the Vice-Chancellor will establish a Review Committee in accordance with subclause 14.4 below. The Review Committee will conduct itself in accordance with subclause 14.5 below.
- (e) The Vice-Chancellor will consider any matters raised in the report of the Review Committee before making a final determination as to whether unsatisfactory performance, misconduct or serious misconduct has occurred. In addition, the Vice-Chancellor may meet with the employee to discuss the matter prior to making a final determination. Having considered the Review Committee's report, the Vice-Chancellor may:
 - (i) advise the employee in writing that he/she is satisfied that there has been no unsatisfactory performance/misconduct/serious misconduct. By agreement with the employee, the Vice-Chancellor may publish the advice in an appropriate manner; or
 - (ii) refer the matter back to the Deputy Vice-Chancellor for the taking of another form of disciplinary action consistent with subclause 14.3(a); or
 - (iii) take disciplinary action in accordance with either subclause 14.3(a) and/or (b).
- (f) Where the employee does not elect to have the matter referred to a Review Committee, the Vice-Chancellor will consider the recommendation of the Deputy Vice-Chancellor and may take action consistent with the steps prescribed in subclauses 14.3(e)(i) – (iii) above.
- (g) The Vice-Chancellor will advise the employee and the supervisor in writing of any decision made in accordance with subclause 14.3(e).
- (h) Termination of employment may only occur:
 - (i) if the Vice-Chancellor determines that the conduct of the employee amounts to serious misconduct; or
 - (ii) for misconduct or unsatisfactory performance where the employee has previously received a written final warning in accordance with subclause 14.3(a)(ii) that such conduct or performance may lead to termination of employment.
- (i) The action of the Vice-Chancellor or nominee under this clause will be final, except that nothing in this subclause will be construed as excluding the jurisdiction of any external court or tribunal which, but for this subclause, would be competent to deal with the matter.

14.4 Establishment of Review Committees

- (a) The Review Committee will comprise one nominee of the Vice-Chancellor, one nominee of the union (subject to subclause 14.4(d) below) and a Chairperson from the panel of agreed Chairpersons.
- (b) The panel of agreed Chairpersons may be altered by agreement of the University and the union.
- (c) In selecting a Chairperson from the list of agreed Chairpersons to consider a particular application for a review, the University will consult with the union.

(d) In the event that, in respect of a request for a review from an employee who is not a member of the NTEU, the NTEU declines to nominate a member of the Review Committee, the Committee will consist of a Chairperson, a University nominee, and a third member who is a nominee of the President of the Academic Board, provided that the nominee has no conflict of interest with the employee concerned.

(e) **Review Committee time-line**

(i) A Review Committee will report its findings to the Vice-Chancellor and the employee within 21 days of the matter being referred to the Chair.

(ii) If the Review Committee is not able to report its findings within the timeframe referred to above, it must make application to the Vice-Chancellor for an extension of time, putting forward the grounds for the extension, and outlining the timeframe in which it will reach a conclusion.

(iii) In the event that the Vice-Chancellor declines the request for an extension of time, the Committee will have 7 working days to conclude its deliberations and deliver to the Vice-Chancellor a report based on its findings to that date.

(f) **Review Committee terms of reference**

The Review Committee will report to the Vice-Chancellor on whether, in its opinion:

(i) the allegation of unsatisfactory performance, misconduct or serious misconduct has been substantiated;

(ii) the procedures of this Agreement have been followed;

(iii) there are any mitigating circumstances not already raised for consideration by the Vice-Chancellor; and

(iv) the proposed disciplinary action is commensurate with the level of unsatisfactory performance, misconduct or serious misconduct.

14.5 Review Committee Procedures

(a) The Review Committee will determine its own procedure, which must be consistent with the principles of natural justice and will:

(i) take into account such further materials and/or interview any person that it believes appropriate;

(ii) allow the employee to be assisted by an agent of his/her choice who is an employee of the University (but not if such a person is a currently practicing solicitor or barrister), or by an officer or employee of the union.

(iii) ensure that opportunity is made available for the employee (or agent) and the Vice Chancellor's nominee, to:

- present evidence and make submissions;
- see and/or hear all evidence to be considered by the Committee;
- ask questions of any person interviewed by the Committee; and

- (iv) keep a taped record of its proceedings and make such record available to the employee or the Vice-Chancellor on request.
- (b) In appropriate cases the Committee should adopt procedures which do not limit the rights of the employee set out in this subclause, but which minimise potential or emerging distress to person/s who give evidence to the Committee. Such procedures may include allowing the witness to be accompanied.

14.6 Notice of Termination of Employment

- (a) Except as provided for in subclause 14.6(b), where a decision has been taken to terminate the employment of an employee for unsatisfactory performance, misconduct or serious misconduct following the procedures outlined in clauses 14.1 to 14.5 of this Agreement, the following formal notice of termination will be provided to the employee:

Period of continuous service	Period of notice
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years completed service	4 weeks

or such greater notice as is provided for under the employee’s contract of employment.

- (b) The University may terminate without notice the employment of an employee found to have engaged in conduct of a kind envisaged in section 170CM(1)(c) of the Act such that it would be unreasonable to require the University to continue employment during a notice period. In order for such a finding to be made the University must have first followed the procedures outlined in subclauses 14.2 to 14.5 of this Agreement.
- (c) In addition to this period of notice, employees who are over 45 years of age at the time of the giving of notice and who have at least 2 years' continuous service with the University will receive an additional one week of notice.
- (d) Payment instead of notice will be made if the University does not require the person to work out the notice period. Where the employee is only required to work part of the required notice period, the University will pay out the remainder of the notice period.
- (e) Any payments in lieu of notice will be based on the employee's salary (including loadings that are part of their normal take home salary) at the date of cessation of employment.

14.7 General Matters

- (a) All intermediate steps and decisions taken in accordance with this clause are final (subject to consideration by the Review Committee in accordance with subclauses 14.4 and 14.5 above) and may not be challenged via the Dispute Settling Procedures of this Agreement. The final determination of the Vice-Chancellor is similarly final, and not open to challenge via the Dispute Settling Procedures of this Agreement.
- (b) Nothing in this clause will be construed as excluding the jurisdiction of any external court or tribunal which, but for this subclause, would be competent to deal with the matter.
- (c) An employee who is subject to an allegation of unsatisfactory performance, misconduct or serious misconduct may be accompanied at any meeting referred to in this clause by a

person of his or her choice who is an employee of the University (but not if such a person is a currently practicing solicitor or barrister), or by an officer or employee of the union.

- (d) Once an allegation of misconduct has been reported to the Deputy Vice-Chancellor, all investigations and inquiries in relation to the allegations will be confidential to the extent that the law allows. This clause will not prevent the employee or officers of the University from disclosing the allegation or aspects of it in order to obtain evidence or advice relating to the allegation.
- (e) This clause in no way constrains the University from carrying out other investigations relating to the consequences of conduct of an employee or former employee when required in the public interest, eg inquiring into the truth of research results.
- (f) In carrying out their functions under this clause, the Vice-Chancellor, the IO and the members of the Review Committee will endeavour to take into account the interests of, and act fairly towards, any complainant(s) and witness(es) who are connected to a particular allegation of misconduct. However, this obligation will not override any express obligation of the Vice-Chancellor, IO or Review Committee set out in any other part of this clause.

15.0 LEAVE

15.1 Leave

The provisions relating to various forms of leave that appear in Schedule 3 of this Agreement will apply.

15.2 Cashing Out Long Service Leave

- (a) An employee who has a long service leave accrual in excess of 3 months may apply to convert part or all of that amount of long service leave in excess of 3 months long service leave to a monetary equivalent of long service leave.
- (b) This subclause will override any provision of the NSW Long Service Leave Act 1955 which is inconsistent with this clause.

16.0 SALARY AND SUPERANNUATION

16.1 Salary

- (a) This Agreement provides for a salary increase of:
 - 2% for all employees to whom the Agreement applies from the first full pay period after 1 June 2003;
 - 2% from the first full pay period after 1 November 2003;
 - 2% from the first full pay period after 1 June 2004;
 - 2% from the first full pay period after 1 November 2004;
 - 2% from the first full pay period after 1 June 2005; and
 - 2% from the first full pay period after 1 November 2005.
- (b) In addition to the salary increases provided for in subclause 16.1(a) above, a superable UNSW academic loading of \$3,000 per annum is payable to all full-time academic staff from the date of certification of this Agreement. Fractional academic staff will receive the loading based on the relevant fraction of \$3,000 per annum.

- (c) The total minimum salaries for employees of the University, including the salary increases provided for in subclauses 16.1(a) and (b) will be as set out in Schedule 1 for full-time employees and Schedule 2 for casual employees. Fractional employees will be paid at a pro rata rate based on the appropriate full-time salary.
- (d) Where, during the life of this Agreement, the Federal Government provides the University with a significant increase to recurrent funding, the parties will re-open discussions on what, if any, further salary increases can be paid to academic staff.

16.2 Superannuation

- (a) The University will maintain, for existing staff, the current employer contributions and arrangements for superannuation that are in effect as of the date of certification of this Agreement.
- (b) For new staff employed during the nominal term of this Agreement, the University will provide the same superannuation employer contributions and arrangements as are currently provided to academic staff.
- (c) Subclause 16.2(b) will end as a term of this Agreement on the nominal expiry date of this Agreement.
- (d) During the life of this Agreement, the parties will discuss the possibility of enhanced employee options in relation to superannuation, particularly in light of any changes to the UniSuper Trust Deed.

17.0 PERFORMANCE BASED INCREMENTAL PROGRESSION

- (a) An employee will be entitled to progress by annual increments to the top of the relevant salary range in accordance with the provisions of Schedule 5 of this Agreement.
- (b) Increments where approved will be paid from either 1 January or 1 July.

18.0 SALARY SACRIFICING SCHEME

- (a) Definitions

"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 child care benefit, superannuation or any other benefit.

"Amount" is 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.

- (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; or the benefit of an additional employer contribution to superannuation in lieu of an employee's contribution (where the Scheme allows this); or any other benefit (cash payment made for the benefit of the employee).

- (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 18.0(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 18.0(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 18.0(b) will terminate if:
 - (i) at any time the Amount in subclause 18.0(b)(ii) is negative.
 - (ii) the employee withdraws from the Scheme by giving 8 weeks notice of an intention to withdraw from the Scheme.
- (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. The agreement should clarify the impact on the employee's net pay, any new legal obligations associated with the sacrificing arrangements, and make provision for the employee to receive updates on the Scheme.

19.0 VOLUNTARY EARLY RETIREMENT

Where the University chooses to offer a voluntary early retirement scheme, it will consult with the union, and will provide as a minimum a lump sum benefit of two weeks salary for each year of service with a maximum payment of 52 weeks salary. This benefit will be additional to the employee's other entitlements on retirement.

20.0 TERMINATION OF EMPLOYMENT ON THE GROUNDS OF ILL HEALTH

- (a) Where an academic supervisor or Faculty Dean believes that the capacity of an employee to perform the duties of his or her position is in serious doubt due to health reasons, he/she should in the first instance attempt to discuss the possible health issue with the employee.
- (b) Where, following the discussions referred to in subclause 20.0(a), the academic supervisor/Faculty Dean remains concerned about the potential health issue, or where no such discussions are possible because of the employee's state of health, the academic supervisor may refer the matter to the Deputy Vice-Chancellor for further action. The academic supervisor/Faculty Dean should clearly advise the Deputy Vice-Chancellor of how the health issue has manifested itself in the workplace and provide a copy of the advice to the Deputy Vice-Chancellor to the employee concerned.
- (c) Where the Deputy Vice-Chancellor is of the view that genuine health issues may exist which would prevent the employee performing his/her duties, the Deputy Vice-Chancellor may require the employee, in writing, to undergo a medical examination by a

medical practitioner chosen by the Deputy Vice-Chancellor at the expense of the University.

- (d) The Deputy Vice-Chancellor will provide an employee with written notice that he/she must present within two months for a medical examination. Where the employee elects to apply to his/her superannuation fund, prior to the expiry of the period of notice, for ill-health retirement or temporary disability benefit pursuant to the rules of the superannuation fund, the requirement for a medical examination under subclause 20.0(c) above will lapse and no further action will be taken by the University under this clause.
- (e) A copy of the medical report made by the medical practitioner pursuant to subclause 20.0(c) will be made available to the Deputy Vice-Chancellor and to the employee.
- (f) If the medical examination referred to in subclause 20.0(c) above finds that the employee is unable to perform his/her duties and is unlikely to be able to resume them within a reasonable period, being not less than 12 months, the Vice-Chancellor may, subject to subclause 20.0(g) terminate the employment of the employee in accordance with the notice required by the employee's contract of employment or where no notice is specified with 6 months notice. Prior to taking action to terminate the employment of an employee, the Vice-Chancellor may offer the employee the opportunity to submit a resignation and, if such a resignation is offered, will accept it forthwith and not proceed with action to terminate employment.
- (g) If the employee wishes to appeal the findings contained in the medical report, he/she may do so by advising the Deputy Vice-Chancellor of the intention to appeal in writing within 14 days of the report being made available. The appeal must be made as soon as practicable thereafter, though normally within one month of the employee's notice of his/her intention to appeal. Where an employee is unable to lodge an appeal within one month, the employee must advise the University in writing why it has been impracticable to do so. The appeal must be accompanied by a report from a suitably qualified medical practitioner which states an alternative view to that contained in the medical report.
- (h) Where an appeal has been lodged by an employee in accordance with subclause 20.0(g) above, the employee will be referred to his/her superannuation scheme who will be asked to determine whether the employee would qualify for a temporary or permanent disability pension. Both the medical reports referred to in subclauses 20.0(e) and 20.0(g) will be provided to the superannuation scheme. The Vice-Chancellor will make a final determination on whether or not the employee's employment should be terminated in accordance with the determination of the superannuation scheme.
- (i) These provisions will not displace or override any existing workers compensation schemes or awards whether State or Federal, including WorkCare and WorkCover, or the provisions contained in any workers compensation legislation that may be enacted.
- (j) The Vice-Chancellor may construe a refusal by an employee to undergo a medical examination in accordance with these procedures within 2 months of a written notification to do so as reason to terminate the employment provided that:
 - (i) the employee may present for the medical appointment or apply to the superannuation fund within a period of 4 weeks, in which case the employment will not be terminated in accordance with subclause 20.0(j), and subclauses 20.0(e) to 20.0(i) above will be followed;
 - (ii) the notice of termination of employment will be in accordance with the notice provided for in subclause 20.0(f) above;

- (iii) the refusal by the employee will not constitute misconduct or serious misconduct, nor will it lead to any greater penalty or loss of entitlements than would have resulted from an adverse medical report;
 - (iv) the provisions of clause 14.0 of this Agreement will not apply.
- (k) The University may only terminate the employment of an employee on the grounds of ill health in accordance with the provisions of this clause.

21.0 CAREER DEVELOPMENT SCHEME

- (a) An employee will meet annually with his/her supervisor in order to review his/her work in the past year and to discuss work in future years. The Career Development Scheme is a professional development process. The major areas for discussion will include:
- (i) career planning and development, including accessing research grants, scheduling Special Studies Program Leave and promotion prospects;
 - (ii) allocated duties within the School, including teaching and administrative duties;
 - (iii) support needed by the employee from the School/Faculty and the University in order to achieve personal career goals.
- (b) Wherever possible individual academic career development plans should be linked to the planning goals of the School and the Faculty.
- (c) The Career Development Scheme will not be used for disciplinary purposes against an employee.
- (d) The University will ensure that an on-going training program is provided for academic supervisors.
- (e) An employee may request the nomination of an alternative supervisor.

22.0 ACADEMIC WORKLOADS

22.1 Principles

The University is committed to:

- (a) a fair level and distribution of workload for academic staff recognising the diversity of the University;
- (b) a transparent process of work allocation that is generally supported by the employees of the Academic Unit; and
- (c) providing an opportunity for employees to be consulted about workload allocation.

22.2 Workload Weightings

- (a) The allocation of teaching contact hours to an employee will be consistent with a workloads weighting formula as determined by each Academic Unit.
- (b) A workloads weighting formula will be developed by the Academic Unit through a collegial process, will provide for the equitable and transparent allocation of workload within the Academic Unit, and should be generally supported by the academic staff in the Academic Unit.

- (c) The workloads weighting formula will take into account a range of factors, including, where relevant:
- modes of delivery;
 - the level of courses in which the employee teaches;
 - supervision of staff and students;
 - research;
 - the number of students taught by the employee;
 - staff development requirements;
 - field work supervision;
 - internal and external professional work;
 - administration;
 - overseas teaching.
- (d) The teaching contact hours of a fractional (part-time) employee will be based on an equivalent fraction of teaching contact hours of a full-time employee within the Academic Unit.

22.3 Periods of Scheduled Teaching

- (a) An employee will not be required to undertake scheduled teaching on public holidays, or before 8:00 am or after 9.30pm without his/her agreement.
- (b) An employee will not normally be required to undertake scheduled teaching on weekends. When teaching on weekends is proposed, the supervisor will consult with the employee and seek to address any issues of concern raised by the employee about teaching during such times, including the employee's family responsibilities.
- (c) Scheduled teaching on weekends, public holidays, before 8:00am or after 9.30pm will be specifically recognised in the workloads weighting formula of the Academic Unit.
- (d) The parties agree that the current University practice of conducting teaching sessions outside the traditional teaching periods that are arranged directly between the Head of the Academic Unit with the agreement of the employee will continue.
- (e) No employee will be required to teach in more than 28 weeks (plus associated marking time) in any 12-month period or to teach more than two sessions per year, unless the employee is given compensation in time or salary for teaching in an additional session.
- (f) Overseas teaching will only be allocated to an employee with his/her agreement.

22.4 Review of an Employee's Workload

An employee may seek to have his/her workload reviewed by raising the matter first through normal University channels and, if unresolved, the matter can be further reviewed by a committee comprising the President, Academic Board or nominee, the Deputy Vice-Chancellor or nominee and the President, UNSW NTEU Branch or nominee.

22.5 Workload Benchmark

- (a) The University will pilot the introduction of a benchmark for academic workloads in the 2004 academic year on the following basis:

- (i) the pilot will be conducted in one School in each Faculty;
 - (ii) the workload weighting formula for each School will be benchmarked against hours of work;
 - (iii) hours worked over the course of the calendar year will be benchmarked against 1,725 hours of work allocated to an employee by his/her supervisor;
 - (iv) 1,725 hours does not include 4 weeks annual leave, public holidays and University holidays;
 - (v) the proportion of work hours allocated to an employee will include sufficient time to undertake research duties.
- (b) The parties will meet in January 2005 to discuss the outcome of the pilot scheme and to extend the pilot, or a revised scheme agreed by the parties, across all schools of the University over 2005 and 2006.

22.6 Disputes about this Clause

Subclauses 22.2(a), (b) and (c) and subclause 22.5(a) will not be subject to the Dispute Settling Procedures (clause 25.0) of this Agreement.

23.0 TEACHING EVALUATIONS

- (a) The primary goal in the use of student feedback, as part of an evaluation of teaching process, is to identify where the student learning experience can be improved, provide summary evidence of levels of student satisfaction, provide feedback on course content and delivery, and provide another means for recognising examples of good practice in teaching.
- (b) Evaluation of teaching performance must be considered in the context of the teaching and learning environment and must take into account such issues as the size and prior knowledge of the class, the physical environment in which teaching takes place, the workload of the employee, the structure of the course and the provision of support and resources to the employee.
- (c) Academic staff will seek evaluative student feedback on their teaching in at least one course each year using teaching forms approved by either the University's Academic Board or by a Faculty Board.
- (d) Once each year, an employee will provide to his/her academic supervisor a summary of teaching evaluations from at least one course agreed with the academic supervisor for which they have had some responsibility for teaching.

The summary will clearly identify:

- (i) the nature of the employee's contribution to teaching for that particular course;
 - (ii) the number of students taught in the course;
 - (iii) a summary of the ratings provided by students on the items contained in the feedback questionnaire (there will be no requirement to forward any information relating to open-ended student comments).
- (e) An employee will meet with his/her Head of School on an annual basis as part of the Career Development Scheme to discuss teaching related matters. This meeting will have a clear developmental and recognition aim. It will provide an opportunity for the Head of School to more formally recognise and commend excellent teaching, and where

necessary, discuss and agree staff development activities to be undertaken to enhance or improve teaching quality.

- (f) Feedback from students in the form of teaching evaluations will not be used by the University to initiate any action under clause 14.0 of this Agreement. Student feedback on its own cannot be used as a measure of teaching performance.

24.0 DOCTORAL FELLOWS

- (a) A graduate student of the University can apply to be appointed as a Doctoral Fellow if he/she is enrolled on a full-time basis as a Doctoral candidate at the University of New South Wales.

The University agrees to offer no more than 100 Doctoral Fellow positions during the life of this Agreement. Further the University agrees to review this clause and discuss its findings with the union during the life of this Agreement.

- (b) An offer of appointment as a Doctoral Fellow will normally be offered for a period of 12 months and can be renewed depending on:

- (i) the supervisor's view of Doctoral progress;
- (ii) feedback from students of the appointee's teaching ability; and
- (iii) availability of funds.

- (c) A Doctoral Fellow will be responsible to the Head of School or nominee and may be asked to perform up to 6 hours per week of duties each Session (or 168 hours per year) that include:

- (i) laboratory instruction and demonstrating;
- (ii) giving tutorials;
- (iii) assisting in field trips;
- (iv) assignment and exam marking;
- (v) being available for student consultation; and
- (vi) giving lectures (not to exceed 6 per Session).

Where teaching and related duties are required, a 6 hour load should be considered as the equivalent of:

- two independent lectures or tutorial contact hours; or
- three repeat tutorial contact hours; or
- six laboratory contact hours

- (d) A Doctoral Fellow, during the period of his/her appointment, will undertake appropriate training provided by the University, in consultation with the relevant supervising academic or other senior academic in such developmental areas as:

- (i) general approach to teaching;
- (ii) discipline specific approach to teaching; and
- (iii) evaluation and improvement of teaching method.

- (e) As well as performing the required designated duties, a Doctoral Fellow will be expected to pursue diligently the degree for which he/she is enrolled or other activities as appropriate.

- (f) A Doctoral Fellow may terminate the contract with the giving of one month's written notice.
- (g) A Doctoral Fellow will be paid an annual salary of not less than 50% of Level A, Step 1.
- (h) The following provisions of this Agreement will not apply to the Doctoral Fellow position as described in this clause:

Clauses 10, 13, 17, 18, 19, 20, and 23 and Clause 11.0 of Schedule 3.0.

25.0 DISPUTE SETTLING PROCEDURES

- (a) Where a dispute arises, or is considered likely to arise, regarding the interpretation, application or operation of any provision 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. The employee(s) may seek the assistance of the union.
- (c) Where the steps in subclause 25.0(b) are unsuccessful, a representative of the union and a representative of the University will discuss the dispute and attempt to reach agreement;
- (d) Where a dispute is not resolved under clause 25.0(c), at the request of either party a Disputes Committee will be convened within 5 working days, unless agreed otherwise. The Disputes Committee will consist of nominees of the University and nominees of the union.
- (e) The Disputes Committee will attempt to resolve the matter within 5 working days of its first meeting. Any resolution will be in the form of a written agreement subject, if necessary, to ratification by either party.
- (f) Until the procedures described in clauses 25.0(c) - (e) have been exhausted:
 - (i) no industrial action will be taken by the University or the union;
 - (ii) the University will not change work, duties, staffing or the organisation of work if such is the subject of a dispute, nor take any other action likely to exacerbate the dispute; and
 - (iii) the subject matter of the dispute will not be taken to the AIRC by the union or by the University;

unless either party has declined to meet in accordance with subclauses 25.0(a) to (e) above.

- (g) The parties may agree to refer the dispute to a mediator or arbitrator agreed to by the parties. The parties will implement any agreed outcome from the mediation or any decision of the agreed arbitrator and the dispute will be resolved.
- (h) Where the dispute remains unresolved any party may refer the matter to the Australian Industrial Relations Commission for conciliation and/or arbitration. Subject to the legislative rights of any party to appeal a decision of the AIRC, the parties will implement any arbitrated decision of the AIRC in resolution of the dispute.

26.0 EQUITY

- (a) The parties are committed to providing an equal opportunity workplace and to taking anti-discrimination initiatives. The University will consult with employees and the union about this commitment and in particular measures to:
 - (i) improve the ratio of women academics, especially at senior academic levels;
 - (ii) improve the ratio of indigenous academics;
 - (iii) improve the participation of women in decision-making bodies;
 - (iv) provide a workplace which is family friendly through employment options which recognise issues affecting academics with family responsibilities;
 - (v) investigate and address gender pay inequities and keep relevant data to enable effective intra University and inter University comparisons; and
 - (vi) address the needs of academics with disabilities.

A report will be provided by the University on such progress to the annual consultation with women.

- (b) The University will encourage supervisors to consider favourably applications for flexible employment arrangements in recognition of family responsibilities including temporary or ongoing conversion to fractional work, job share, and children on campus.

27.0 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.

28.0 OCCUPATIONAL HEALTH AND SAFETY

- (a) The University is committed to meeting its statutory obligations under the NSW Occupational Health & Safety Act 2000, as amended, and other relevant state and federal legislation.
- (b) The University will ensure that the union has 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).

- (d) An employee, appointed by the University as a First-Aid Officer, will be paid an allowance of \$470 per annum.

29.0 NO EXTRA CLAIMS

During the term of this Agreement the parties agree not to pursue any further claims in relation to matters covered by this Agreement except where this is specifically contemplated in the Agreement.

30.0 AVAILABILITY OF AGREEMENT

A copy of this Agreement will be kept in an easily accessible place at each campus of the University and be available for inspection upon request by any employee.

Signed for and
on behalf of the
National Tertiary Education Industrial Union

in the presence of

date

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

in the presence of

date

SCHEDULE 1 ACADEMIC SALARY RATES FOR FULL-TIME STAFF

(Note - fractional academic staff will be paid at a pro rata rate)

In accordance with subclause 16.1(a) of this Agreement, the dates referred to in this Schedule refer to the first full pay period commencing after that date.

LEVEL A (ASSOCIATE LECTURER)

Step	Current Annual Salary	2% 1/6/2003 + \$3,000	2% 1/11/2003 + \$3,000	2% 1/6/2004 + \$3,000	2% 1/11/2004 + \$3,000	2% 1/6/2005 + \$3,000	2% 1/11/2005 + \$3,000
1	38,576	42,348	43,134	43,937	44,756	45,591	46,443
2	40,758	44,573	45,405	46,253	47,118	48,000	48,900
3	42,960	46,819	47,696	48,589	49,501	50,431	51,380
4	45,165	49,068	49,990	50,929	51,888	52,866	53,863
5	46,955	50,894	51,852	52,829	53,826	54,842	55,879
6 *	48,745	52,720	53,714	54,729	55,763	56,818	57,895
7	50,535	54,546	55,577	56,628	57,701	58,795	59,911
8	52,324	56,370	57,438	58,527	59,637	60,770	61,925

* minimum payment for an employee who holds or gains a relevant doctoral qualification; or is required to carry out “full subject coordination” activities; or is required to prepare and deliver lectures on a regular basis; or is required to develop subject material.

- “Full subject coordination” means when either one person is solely responsible for organising the teaching of a subject on a continuing basis, or when a person cooperating with others in a subject is personally responsible for organising the work of one or more other employees on a continuing basis.

LEVEL B (LECTURER)

Step	Current Annual Salary	2% 1/6/2003 + \$3,000	2% 1/11/2003 + \$3,000	2% 1/6/2004 + \$3,000	2% 1/11/2004 + \$3,000	2% 1/6/2005 + \$3,000	2% 1/11/2005 + \$3,000
1	55,079	59,181	60,304	61,450	62,619	63,812	65,028
2	57,145	61,288	62,454	63,643	64,856	66,093	67,355
3	59,209	63,393	64,601	65,833	67,090	68,372	69,679
4	61,276	65,502	66,752	68,027	69,327	70,654	72,007
5	63,340	67,607	68,899	70,217	71,561	72,932	74,331
6	65,408	69,716	71,050	72,411	73,800	75,216	76,660

LEVEL C (SENIOR LECTURER)

Step	Current Annual Salary	2% 1/6/2003 + \$3,000	2% 1/11/2003 + \$3,000	2% 1/6/2004 + \$3,000	2% 1/11/2004 + \$3,000	2% 1/6/2005 + \$3,000	2% 1/11/2005 + \$3,000
1	67,471	71,820	73,197	74,601	76,033	77,493	78,983
2	69,538	73,929	75,347	76,794	78,270	79,776	81,311
3	71,601	76,033	77,494	78,984	80,503	82,053	83,634
4	73,669	78,142	79,645	81,178	82,742	84,337	85,963
5	75,732	80,247	81,792	83,367	84,975	86,614	88,287
6	77,800	82,356	83,943	85,562	87,213	88,897	90,615

LEVEL D (ASSOCIATE PROFESSOR)

Step	Current Annual Salary	2% 1/6/2003 + \$3,000	2% 1/11/2003 + \$3,000	2% 1/6/2004 + \$3,000	2% 1/11/2004 + \$3,000	2% 1/6/2005 + \$3,000	2% 1/11/2005 + \$3,000
1	81,242	85,867	87,524	89,215	90,939	92,698	94,492
2	83,994	88,674	90,387	92,135	93,918	95,736	97,591
3	86,748	91,483	93,253	95,058	96,899	98,777	100,692
4	89,502	94,292	96,118	97,980	99,880	101,817	103,794

LEVEL E (PROFESSOR)

Step	Current Annual Salary	2% 1/6/2003 + \$3,000	2% 1/11/2003 + \$3,000	2% 1/6/2004 + \$3,000	2% 1/11/2004 + \$3,000	2% 1/6/2005 + \$3,000	2% 1/11/2005 + \$3,000
1	104,651	109,744	111,879	114,056	116,278	118,543	120,854

CLINICAL LOADINGS \$/YEAR

Current Rate	2% 1/6/03	2% 1/11/03	2% 1/6/04	2% 1/11/04	2% 1/6/05	2% 1/11/05
18,115	19,283	19,652	20,029	20,414	20,806	21,206

All clinical loadings and professorial merit differentials will be superable and will be paid to employees entitled thereto during periods of study leave, recreation leave and long service leave.

SCHEDULE 2 CASUAL ACADEMIC SALARY RATES (Part-time non-fractional)

(a) Casual academic salary rates are calculated by the following formula:

$$\frac{\text{Relevant full-time salary}}{37.5} + \text{casual loading}$$

(b) The casual loading referred to in (a) above will be:

- (i) 20% from the certification of the Agreement until 31 December 2005;
- (ii) 23% from 1 January 2006.

(c) The relevant full-time salary referred to in (a) above will be based on the relevant salary point as set out in Schedule 1, and will include the \$3,000 UNSW academic loading payable to full-time academic staff. The relevant salary point will be:

- (i) Level A, Step 2 for the work described in 2a, 2b, 3a, 4b, 6a below;
- (ii) Level A, Step 6 for the work described in 2c, 2d, 3b, 4c, 6b below;
- (iii) Level B, Step 2 for the work described in 1a, 1b, 1c, 1d, 4a, 5a below.

(d) Casual academic salary rates are set out below. In accordance with subclause 16.1(a) of this Agreement, the dates referred to in this Schedule refer to the first full pay period commencing after that date.

CASUAL LECTURER – Per one-hour lecture

1.a

Current Rate	2% 1/6/03	2% 1/11/03	2% 1/6/04	2% 1/11/04	2% 1/6/05	2% 1/11/05	[23% loading] 1/1/06
175.84	188.58	192.17	195.82	199.56	203.36	207.25	212.43

Paid to a distinguished person for a single lecture for each of a small group of lectures; or where a lecture involves 4 hours of associated working time.

1.b

Current Rate	2% 1/6/03	2% 1/11/03	2% 1/6/04	2% 1/11/04	2% 1/6/05	2% 1/11/05	[23% loading] 1/1/06
140.67	150.86	153.73	156.66	159.65	162.69	165.80	169.94

Paid where the lecturer assumes significant responsibility for planning and developing a unit of a large part of a unit as well as lecturing, or where a lecture or small group of lectures calls for special expertise; or where a lecture involves 3 hours of associated working time.

1.c

Current Rate	2% 1/6/03	2% 1/11/03	2% 1/6/04	2% 1/11/04	2% 1/6/05	2% 1/11/05	[23% loading] 1/1/06
105.50	113.15	115.30	117.49	119.73	122.02	124.35	127.46

Paid as the normal rate for a lecture which consists of up to 1 hour of delivery and 2 hours of associated working time.

1.d

Current Rate	2% 1/6/03	2% 1/11/03	2% 1/6/04	2% 1/11/04	2% 1/6/05	2% 1/11/05	[23% loading] 1/1/06
70.34	75.43	76.87	78.33	79.82	81.35	82.90	84.97

Paid for a 'repeat' lecture, covering the subject matter of a lecture given within a period of 7 days to another group of students.

2. CASUAL TUTORIAL – Per one-hour tutorial

2.a

Current Rate	2% 1/6/03	2% 1/11/03	2% 1/6/04	2% 1/11/04	2% 1/6/05	2% 1/11/05	[23% loading] 1/1/06
75.25	82.29	83.82	85.39	86.99	88.62	90.28	92.53

Tutorial involves 1 hour of delivery and up to 2 hours of associated working time

2.b

Current Rate	2% 1/6/03	2% 1/11/03	2% 1/6/04	2% 1/11/04	2% 1/6/05	2% 1/11/05	[23% loading] 1/1/06
50.16	54.86	55.88	56.93	57.99	59.08	60.18	61.69

Repeat tutorial involves 1 hour delivery and 1 hour of associated working time, provided that the hourly rate in a repeat tutorial applies to the subsequent delivery of substantially the same subject matter in a tutorial within a period of 7 days and any marking and student consultation reasonably contemporaneous with it.

2.c

Current Rate	2% 1/6/03	2% 1/11/03	2% 1/6/04	2% 1/11/04	2% 1/6/05	2% 1/11/05	[23% loading] 1/1/06
89.99	97.33	99.16	101.04	102.95	104.89	106.88	109.56

Tutorial involves 1 hour of delivery and up to 2 hours of associated working time in circumstances where the casual employee holds a relevant doctoral qualification.

2.d

Current Rate	2% 1/6/03	2% 1/11/03	2% 1/6/04	2% 1/11/04	2% 1/6/05	2% 1/11/05	[23% loading] 1/1/06
59.99	64.89	66.11	67.36	68.63	69.93	71.26	73.04

Repeat tutorial involves 1 hour delivery and 1 hour of associated working time, in circumstances where the casual employee holds a relevant doctoral qualification provided that the hourly rate in a repeat tutorial applies to the subsequent delivery of substantially the same subject matter in a tutorial within a period of 7 days and any marking and student consultation reasonably contemporaneous with it.

3. DEMONSTRATION AND OTHER DUTIES - Per Hour

3.a

Current Rate	2% 1/6/03	2% 1/11/03	2% 1/6/04	2% 1/11/04	2% 1/6/05	2% 1/11/05	[23% loading] 1/1/06
25.78	27.43	27.94	28.46	29.00	29.54	30.09	30.84

Other duties or demonstration rate

3.b

Current Rate	2% 1/6/03	2% 1/11/03	2% 1/6/04	2% 1/11/04	2% 1/6/05	2% 1/11/05	[23% loading] 1/1/06
30.00	32.44	33.05	33.68	34.32	34.96	35.63	36.52

Other required duties or demonstration where full subject coordination duties are required as part of normal duties, or the casual employee holds a relevant doctoral qualification.

4. CASUAL MARKING – Per hour

4.a

Current Rate	2% 1/6/03	2% 1/11/03	2% 1/6/04	2% 1/11/04	2% 1/6/05	2% 1/11/05	[23% loading] 1/1/06
35.17	37.72	38.43	39.16	39.91	40.67	41.45	42.49

Paid for marking requiring a significant exercise of academic judgment appropriate to an employee at Level B, or as a supervising examiner.

4.b

Current Rate	2% 1/6/03	2% 1/11/03	2% 1/6/04	2% 1/11/04	2% 1/6/05	2% 1/11/05	[23% loading] 1/1/06
25.09	27.43	27.94	28.46	29.00	29.54	30.09	30.84

Paid for routine marking

4.c

Current Rate	2% 1/6/03	2% 1/11/03	2% 1/6/04	2% 1/11/04	2% 1/6/05	2% 1/11/05	[23% loading] 1/1/06
30.00	32.44	33.05	33.68	34.32	34.96	35.63	36.52

Routine marking where the casual employee holds a relevant doctoral qualification

5. CLINICAL

5.a Clinical sessions (Faculty of Medicine)

Current Rate	2% 1/6/03	2% 1/11/03	2% 1/6/04	2% 1/11/04	2% 1/6/05	2% 1/11/05	[23% loading] 1/1/06
105.50	113.15	115.30	117.49	119.73	122.02	124.35	127.46

6. MUSIC ACCOMPANYING

6.a

Current Rate	2% 1/6/03	2% 1/11/03	2% 1/6/04	2% 1/11/04	2% 1/6/05	2% 1/11/05	[23% loading] 1/1/06
50.16	54.86	55.88	56.93	57.99	59.08	60.18	61.69

Music accompanying involves 1 hour delivery and 1 associated work time.

6.b

Current Rate	2% 1/6/03	2% 1/11/03	2% 1/6/04	2% 1/11/04	2% 1/6/05	2% 1/11/05	[23% loading] 1/1/06
59.99	64.89	66.11	67.36	68.63	69.93	71.26	73.04

Music accompanying involves 1 hour delivery and 1 associated work time in circumstances where full subject coordination duties are required as part of normal duties, or the casual employee holds a relevant doctoral qualification.

SCHEDULE 3 LEAVE ENTITLEMENTS

1.0 RECREATION LEAVE

1.1 Definitions

"Year of service" for the purposes of calculating recreation leave entitlements, means the year commencing on 1 January each year.

"Accumulated recreation leave" means leave carried over from previous year(s) as untaken leave.

"Accrued recreation leave" means leave accrued in relation to service in the current year of service.

1.2 Minimum Leave Entitlement

Full-time employees are entitled to a minimum recreation leave of 20 working days per annum on full pay accrued at the rate of 1 and $\frac{2}{3}$ days per month of service. Fractional employees are entitled to recreation leave on the same basis as full time employees, and will be paid on a pro rata basis.

1.3 Taking Accrued Recreation Leave

Available recreation leave will normally be taken in those periods between the completion of examination duties in one Session and the commencement of enrolment or teaching preparation duties for the next Session.

Recreation leave may be taken at other times with the approval of the employee's Dean or Head of School.

1.4 Reporting of Recreation Leave Taken

- (a) No report is required where recreation leave due for the current year of service is taken in full in the periods specified in subclause 1.3 above. In the absence of documentation referred to in subclause 1.5 below, the University will deem such leave as having been taken during the current year of service.
- (b) When accumulated recreation leave is taken the employee will report this to the University so that the leave balance can be adjusted accordingly.

1.5 Accumulation of Leave

- (a) An employee who applies for the crediting of untaken accrued recreation leave will only be credited to a maximum of 50 days of accumulated leave. An employee whose accumulated leave balance is 50 days or more is required to take recreation leave in the year in which it accrues.
- (b) A claim for credit of untaken accrued leave will be:
 - (i) in writing and specify the dates on which leave was taken and the total number of days of leave taken during the year; and
 - (ii) submitted to the Dean or Head of School prior to the beginning of Session 1 following the year of service in which the leave accrued.

- (c) The Dean or Head of School will either approve the claim and forward it to the Human Resources Department, or advise the employee in writing of the reasons for not approving the claim and forward the unsupported claim to the Human Resources Department with all relevant documentation. The employee may then request that the matter be decided by the Disputes Committee as defined in clause 25.0 of this Agreement.

1.6 Directing the Taking of Accumulated Recreation Leave

The University may direct an employee to take up to 15 days accumulated leave in any calendar year (in addition to accrued leave) provided:

- (i) the timing of the leave is discussed with the employee;
- (ii) a minimum of three months written notice is given;
- (iii) the employee is allowed to take the leave in one block unless otherwise agreed; and
- (iv) the University ensures the leave periods are completely free of any work duties.

1.7 Payment of Recreation Leave at Termination of Service

On termination of service, payment will be made for accrued and accumulated leave, to a maximum of 50 days, at the current rate of salary.

1.8 Annual Leave Loading

- (a) An employee subject to this Agreement will be entitled on the pay day preceding the date of leave accrual, 1 January, to an annual leave (bonus) payment equal to 17.5 per cent of salary for the period of leave accrued, with a maximum payment equal to the Australian Bureau of Statistics' figure for the average full-time adult total earnings for the August quarter preceding the date of accrual.
- (b) An employee whose employment commences after 1 January in any year will be entitled on the pay day preceding the date of accrual to a pro rata bonus payment for the number of completed months of continuous service in that year, provided that the maximum payment is in the proportion that such number of months bears to twelve months.
- (c) An employee whose employment is terminated prior to 31 December in any year will be entitled to a pro rata bonus payment for the number of completed months of continuous service in that year, provided that the maximum payment is in the proportion that such number of months bears to twelve months and is based on the Australian Bureau of Statistics' figure for the average full-time adult total earnings for the August quarter of the preceding year.

2.0. LONG SERVICE LEAVE

2.1 Eligibility

- (a) An employee is eligible for long service leave, subject to the conditions outlined below.
- (b) An employee holding full-time or fractional appointments who has completed ten years' service (whether in continuous or broken periods) is entitled to three months' long service leave on full pay. After service of more than ten years and up to fifteen years, long service leave continues to accrue on the same pro rata basis (nine calendar days per annum). After

more than fifteen years of service an employee is entitled to four months and fifteen days plus fifteen calendar days on full pay for each additional year of service.

- (c) Casual employees (referred to as part-time non-fractional teaching employees) are eligible after ten years of service for two months of long service leave. Long service leave continues to accrue at the rate of six days per annum. The rate of pay for casual employees on long service leave is determined by the proportion of a full-time load actually worked by the casual employee and the rate of pay immediately prior to the commencement of the leave.
- (d) At the option of the employee long service leave may be taken at half pay, which reduces the accrued long service leave eligibility by only half of the period taken.
- (e) In certain circumstances an employee who has completed at least five years but less than ten years of continuous service may, upon cessation of employment, be entitled to a proportionate amount of long service leave calculated at the rate of three months for fifteen years of service. Such an entitlement will not occur if the employee's services are terminated by the University for reasons of serious misconduct.

2.2 Calculation

- (a) The monetary value of long service leave will be calculated at the rate of salary the employee is receiving immediately prior to taking the leave, or, if the leave is not taken, at the substantive rate of salary on cessation of employment.
- (b) If an employee has been employed at the University partly on a full-time basis and partly on a fractional basis, the long service leave entitlement depends on the employee's employment basis on the day immediately prior to taking the leave (or at the date of termination). If on that date the employee is full-time, the leave is paid as a full-time employee. If the employee is fractional on that date, the leave is paid at a fractional rate (of the full-time equivalent), proportional to the employee's fractional and full-time service.

2.3 Effect of Other Leave

- (a) Various other types of leave may affect the calculation of long service leave eligibility.
- (b) Generally, leave without pay does not count as service within the first ten years of employment. After the initial period of ten years of service, however, any period of leave without pay of less than six months will be counted as service for the purpose of long service leave accrual. If a period of leave without pay exceeds six months the whole period of leave will not generally count as service for long service leave purposes. Exceptions may be made if an employee takes such leave to engage in other employment and the other employer is willing to pay to the University an appropriate percentage of the employee's salary specifically to cover the employee's accrual of long service leave.
- (c) Paid leave of any kind will count as service for the accrual of long service leave.
- (d) Sickness of one week or more occurring during a period of long service leave will, upon the production of a medical certificate, be treated as sick leave and an equivalent period of long service leave will be recredited.
- (e) Periods of long service leave will count as service for the purposes of assessing further long service leave.

2.4 Prior Service

Prior service with any institute of higher education in Australia as defined in section 4 of the Higher Education Act (NSW) 1975 will be recognised for any employee appointed on or after 1 June 1988, for the purpose of determining long service leave eligibility (except to the extent that long service leave was paid out by the previous institution). Service with the Universities of the South Pacific or Papua New Guinea, or the Papua New Guinea Institute of Technology or any recognised University in New Zealand, may also be recognised for determining long service leave eligibility.

2.5 Applications

- (a) Applications for recognition of prior service must be made in writing and should be submitted as early as possible, in view of the time which is often required to confirm various types of prior service and to calculate the appropriate amount to be recognised.
- (b) An employee who wishes to take long service leave should submit a written application to the Head of School or Department at least six months in advance. The Head should refer the application with a recommendation to the Human Resources Department.

2.6 Timing of long service leave

An employee who has qualified for it may take long service leave when he or she chooses, provided that six months written notice has been given or that otherwise the Vice-Chancellor consents. When an employee has accumulated more than 4.5 months leave entitlement, the Vice-Chancellor may give her or him written notice to take up to three months of it, at a time convenient to the University, provided that:

- (i) the Vice-Chancellor gives the written notice at least 12 months before the leave must begin;
- (ii) the employee is not required to take long service leave within 24 months of her or his intended retirement;
- (iii) the minimum period of the leave to be taken is 6 weeks; and
- (iv) an employee required by the University to take long service leave in accordance with this clause will not be required by the University to take a further period of long service leave within two years of the conclusion of the previous period of long service leave.

3.0 SICK LEAVE

- (a) An employee, may, subject to the production of a medical certificate, be granted sick leave of up to twenty two working days on full pay and up to twenty two working days on half pay in any twelve month period.

Alternatively, sick leave may be accrued at the rate of five days for each completed year of service (from which is deducted the total amount of sick leave taken including the full-time equivalent of any leave taken on half pay).

The sick leave available to an employee on any occasion is calculated on the basis of the alternative more favourable to the employee.

- (b) An exception to the conditions set out above is made for a member of the Professorial Superannuation Scheme, who, in the event of serious illness or breakdown, is entitled to up to six months leave on full salary and thereafter up to six months leave on half salary on production of a medical certificate. This leave will not be granted within two years of

the date of entry on duty as a professor if the University is of the opinion that the illness or breakdown was due to causes existing at or before that date.

4.0 BEREAVEMENT LEAVE

- (a) Leave on full pay of three working days per year will be granted to an employee in the event of the death of a member of the immediate family.

“immediate family” covers:

- (i) a spouse (including a former spouse, a de facto spouse, a former de facto spouse, and same sex partner);
 - (ii) 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;
 - (iii) a relative, who lives with the employee in the same household.
- (b) Such leave is granted by the Vice-Chancellor or nominee on the recommendation of the employee's supervisor.
- (c) It may, in certain circumstances, be appropriate for an employee to request a period of leave without pay for compassionate reasons or to meet ceremonial and religious requirements regarding bereavement. Each application will be dealt with on its merits by the Vice-Chancellor or nominee, taking into account the recommendation of the Dean of the Faculty or nominee.
- (d) If an employee is on a period of approved leave at the time of the 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.

5.0 PARENTAL LEAVE

5.1 Maternity Leave

- (a) An employee who becomes pregnant is entitled to a period of up to 52 weeks maternity leave. Such leave will be taken within the period from 20 weeks before the expected date of delivery to 52 weeks after the commencement of the period of paid leave.
- (b) By agreement with the University, the maternity leave may be taken in more than one consolidated period.

5.2 Adoption Leave

- (a) An employee who adopts a child is entitled to a period of up to 52 weeks of adoption leave, commencing from the date of placement of the child.
- (b) Adoption leave may not be accessed for a child who has been living with the partner of an employee prior to the employee adopting the child.

5.3 Conditions for Maternity and Adoption Leave

- (a) Where an employee takes maternity leave or adoption leave in accordance with subclause 5.1 or 5.2 above, 14 weeks of the leave will be on full pay. The remaining period of the leave will be unpaid.
- (b) For fractional employees, the paid portion of the leave will be paid at the proportionate fractional rate of pay. Where a full-time employee has converted to fractional employment prior to going on maternity leave for reasons related to the pregnancy, she will be paid at the full-time rate of pay.
- (c) An employee may elect to take the 14 weeks paid maternity or adoption leave entitlement over a period of 28 weeks at half pay. All leave accruals during the period of paid maternity or adoption leave at half pay will be calculated on a pro rata basis.
- (d) In addition to the period of 52 weeks leave referred to in subclause 5.1 and 5.2, an employee may apply to the University for additional unpaid leave.

5.4 Partner Leave

An employee will be entitled to partner leave as follows:

- (a) An employee will be entitled to 10 working days paid partner leave, to be taken during the period three weeks prior to and three months after the expected birth or placement of the child. For fractional employees, the paid portion of the leave will be paid at the appropriate fractional rate of pay.
- (b) In addition to the 10 days paid leave set out in subclause 5.4(a) above, an employee whose partner (including same-sex partner) has given birth to a child will be entitled to a further unbroken period of 50 weeks unpaid partner leave.
- (c) In addition to the periods of partner leave referred to in subclauses 5.4(a) and (b), an employee may apply to their supervisor for additional unpaid partner leave.

5.5 Foster Parent Leave

- (a) From the time that the child enters their care an employee acting as the primary carer of a foster child on a long term placement will be entitled to:
 - (i) three weeks leave on full pay or six weeks leave on half pay if the child is younger than five;
 - (ii) two weeks leave on full pay or four weeks leave on half pay if the child is five and over.

5.6 General Conditions of Leave

- (a) Unless it is impracticable, an employee will provide their supervisor with at least 10 weeks' notice of the intention to take parental leave and at least 4 weeks' notice of the date on which the parental leave will commence.
- (b) An employee who has taken maternity leave will not be eligible for partner leave in respect of the same child.
- (c) Adoption leave may be taken by either parent, except that where both parents are employed by the University, one employee's paid adoption leave entitlement will be reduced by any period of paid adoption leave taken by the employee's partner.

- (d) Appropriate certification relating to the birth or adoption of the child and, where appropriate, the employee's legal responsibility must be produced if required by the University.
- (e) If requested by an employee, any paid portion of parental leave may be paid as a lump sum.

5.7 Fixed-term Appointments

- (a) An employee employed on a fixed-term contract of employment will cease to have an entitlement to parental leave upon the expiration of the contract, except as provided for in subclauses 5.7(b) and (c) below.
- (b) An employee employed on a fixed-term contract of employment whose contract expires when she is at least 20 weeks pregnant, and whose employment is not continued beyond the expiry date of the contract, will be entitled to payment of the full paid maternity leave in accordance with subclause 5.3 above unless:
 - (i) she was offered and refused another contract of employment broadly comparable to her existing position; or
 - (ii) a significant majority of the duties and responsibilities of the existing position are no longer being performed.
- (c) An employee employed on a fixed-term contract who is on maternity leave at the expiry of the contract and who is subsequently employed on a further employment contract for the same position after a gap in time, not being longer than the period of parental leave would have been, will be entitled to the full paid maternity leave entitlement subject to fulfilling the eligibility requirements set out in this clause.

5.8 Casual Employees

- (a) A casual employee who is pregnant will be entitled to maternity leave on the same basis as a continuing or fixed-term employee provided that:
 - (i) she has been employed by the University on a regular and systematic basis for a continuous period of at least 24 months, including breaks in service not exceeding 4 months, immediately prior to the pregnancy; and
 - (ii) she has not accessed paid maternity leave from any other employer for the pregnancy.
- (b) Notwithstanding subclause 5.8(a) above, a casual employee will not have an entitlement to re-employment at the end of a period of approved maternity leave.
- (c) A casual employee who takes maternity leave will remain an employee of the University for the period of maternity leave.
- (d) Where a casual employee declares a desire to return to work following a period of maternity leave but work no longer exists, the employee will cease employment as at the last day of maternity leave. However, the work unit in which the casual employee was employed will give reasonable consideration to the employee for suitable casual work.
- (e) A casual employee who receives paid maternity leave will be paid at a fortnightly rate of pay equal to the average fortnightly rate of pay the employee was paid over the 12

months immediately preceding the date on which maternity leave is commenced. The full amount of the maternity leave will be paid to the casual employee at the commencement of the maternity leave.

5.9 Continuity of Service and Other Conditions of Employment

- (a) Absence on parental leave will not break continuity of service with the University.
- (b) Absence on paid parental leave will count as service for all purposes.
- (c) Incremental progression will continue during periods of paid parental leave and where the employee has either been at work or on paid leave for at least six months of the previous 12 month period.
- (d) Absence on unpaid parental leave will not count as service for the purposes of:
 - (i) 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; or
 - (ii) annual leave.
- (e) An employee may elect to cover any of the period of unpaid parental leave by taking accrued annual leave and/or long service leave.

5.10 Unplanned Cessation of Parental Leave

- (a) If parental leave has commenced, or has been approved but not commenced, and:
 - (i) in the case of maternity leave, the pregnancy of the employee terminates other than by the birth of a living child, or the employee's child dies during the period that the employee is on leave; or
 - (ii) in the case of adoption leave, the child dies during the period that the employee is on leave;

the employee will be entitled to a combination of paid sick leave and bereavement leave in addition to any entitlement to such leave set out elsewhere in this Agreement to a maximum of 14 weeks from the date or expected date of birth or placement of the child.

- (b) A medical certificate will be required to support any period of leave pursuant to subclause 5.10(a) above.

5.11 Resumption of duty

- (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) An employee on parental leave will be consulted in accordance with clause 9.0 of this Agreement concerning any significant workplace change affecting the position she/he held before commencing parental leave.
- (c) If that position no longer exists, the University will employ the employee in a position commensurate with the classification and duties of the position the employee was performing immediately prior to taking parental leave.
- (d) If no such position is identified, the employee may be retrenched with the appropriate retrenchment benefit in accordance with clause 10.0 of this Agreement.
- (e) An employee may negotiate with the University to return to work from a period of parental leave earlier than the date originally approved.

5.12 Return to Work on a Part-Time Basis

- (a) The University is committed to family friendly work practices and will give due consideration to assisting staff to balance work and family needs subject to the requirements of the work unit.
- (b) A full-time employee on a period of parental leave may apply to return to work on a fractional basis for a defined period following the completion of the parental leave.
- (c) An application to return to work on a fractional basis must be made at least eight weeks prior to the completion of the parental leave.
- (d) If it is not practicable for an employee to resume work on a fractional basis in the position which he/she held prior to taking parental leave, the employee will be so advised. If in such circumstances the University identifies a suitable vacant position to which the employee may be placed on a fractional basis, and the employee agrees, the employee will be placed in the alternate position and be paid the appropriate proportion of the salary applicable to her/his former substantive position for the period of fractional employment.
- (e) At the conclusion of the period of fractional employment, the employee will return to her/his substantive position on a full-time basis. If the former position occupied by the employee prior to taking parental leave no longer exists, the provisions of subclause 5.11(c) and (d) above will apply.
- (f) Prior to the expiry of the defined period provided for in subclause 5.12(b) above, additional fractional employment may be negotiated between an employee and the supervisor.

5.13 Support for Parents Returning to Work After Parental Leave

The parties recognise the importance of providing support for employees with young children. The parties note recent initiatives introduced by University policy in this area including the establishment of a Career Advancement Fund to provide grants to women returning from maternity leave to assist them in re-establishing their research profiles and the commitment of funds to expand the provision of work-based childcare places. During the life of this Agreement,

the University and the union will discuss the further development of policy in these areas as well as other initiatives to support employees with young children.

6.0 CARER'S LEAVE

6.1 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 in clause 4.0 of this Schedule.

6.2 Entitlement to Carer's leave

Carer's leave is available as follows:

- (a) In the first year of employment, the employee can take up to 6 days of available sick leave as carer's leave.
- (b) In the second year of employment, the employee can take up to 8 days of available sick leave as carer's leave.
- (c) In the third and subsequent years of employment, the employee can take up to 12 days of available sick leave as carer's leave.
- (d) If the current year's entitlement to sick leave is exhausted, accumulated sick leave may be accessed for carer's leave.
- (e) 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.

6.3 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.

7.0 OBSERVATION OF HOLY DAYS AND ESSENTIAL RELIGIOUS OR CULTURAL DUTIES

An employee will be granted recreation leave or long service leave (where the employee has an entitlement to recreation leave or long service leave) or leave without pay for the purpose of observing holy days or to attend essential religious or cultural duties associated with a particular religious faith or culture. The University will be particularly cognisant of the needs of employees of Aboriginal and Torres Strait Islander descent to meet needs associated with their culture

8.0 SPECIAL LEAVE

Paid 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 its merits.

Special circumstances or emergencies:

- (a) 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 Service activities;
- (b) do not include situations such as moving house, care of an immediate family member; arranging conferences or similar events or other private business that the employee was aware of in advance sufficient to use other forms of leave.

There is no entitlement to special leave if the leave sought coincides with any other period of leave.

9.0 JURY LEAVE AND WITNESS LEAVE

9.1 Jury Leave

An employee required to serve as a juror will:

- (a) notify his/her supervisor of the dates of any absence from work expected as a result of that service.
- (b) provide the Human Resources Department with proof of the dates of attendance, and the money received for the jury service, other than any travel allowance.

The University will pay 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 recreation leave.

9.2 Attendance as a Witness

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 expected as a result.

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, is treated as being on duty, and there is no loss of pay or leave for the absence from work.

An employee called by a party other than the University, or in a matter unrelated to the University, may choose to take leave without pay or take recreation leave. Where this occurs the employee must notify his/her supervisor in advance. Witness fees and expenses may be retained by the employee.

10.0 MILITARY LEAVE

Leave for part-time military service will be granted to employees who serve in the Naval, Army or Air Force Reserves. Leave will be given at a time convenient to the University. Applications for military leave should be accompanied by evidence of the purpose and necessity for the leave. A certificate of attendance at the training camp or school must be forwarded to the Human Resources Department on return to normal duties.

11.0 SPECIAL STUDIES PROGRAM

- (a) An employee will be entitled to apply to undertake a Special Studies Program (SSP) provided that it will commence no sooner than three years after entry on duty. The period of three years may be reduced if prior service at another university has been recognised for this purpose.
- (b) The University will recognise prior continuous paid service with other Australian higher education institutions as qualifying service when considering applications for SSP. Provided that if an employee has taken a period of time on SSP at another university, that period will be considered.
- (c) Eligibility for recognition of prior service with another University will be dependent upon continuity of employment between the other University and UNSW.
- (d) If there is not more than two months between the cessation of employment with another university and commencement with UNSW, continuity will be deemed not to have been broken, but the period between cessation and commencement will not be taken into account in determining length of service for the purposes of this clause.

12.0 PUBLIC HOLIDAYS

Employees (other than casual employees) will be allowed 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
other proclaimed public holidays for the State.

SCHEDULE 4 UNSW POSITION CLASSIFICATION STANDARDS

The UNSW Position Classification Standards (PCSs) describe the broad categories of responsibilities associated with academics at different levels. The standards are not exhaustive of all tasks in academic employment, which is by its nature multi-skilled and involves an overlap of duties between levels.

The appointment or promotion of an employee to a particular level does not prohibit the University from requiring that employee to undertake duties associated with a lower level provided those duties are commensurate with, and appropriate to, the skills and qualification of the employee.

Academics at all levels can expect to make a contribution to a diversity of functions within the University. Such functions include teaching, research, participation in professional activities and participation in the academic planning and the governance of the University. The balance of the functions will vary according to level and position over time. All academic staff will be provided with the opportunity to undertake the full range of academic duties commensurate with the classification level to which they have been appointed, unless the employee holds a specific research-only position.

Where a dispute arises as to the appropriate duties of an employee, it will be dealt with in accordance with clause 25.0 of this Agreement. Should it prove to be the case that the employee has been performing duties at a higher classification, the remedies will be specifically limited to:

- (a) payment of an allowance calculated to adjust the salary of the employee to at least the minimum point on the next highest scale, but no more than the salary of the person whose duties are taken over; or
- (b) removing the higher level duties from the employee.

Provided that the University may decide that reclassification of the employee to a higher level is an appropriate remedy.

When an Associate Lecturer is required to take over the duties of a Lecturer for a period longer than 5 continuous working days, a higher duties allowance will be paid to adjust the salary to at least the minimum point on the Lecturer's scale, but no more than the salary of the person whose duties are taken over.

LEVEL A (ASSOCIATE LECTURER)

General Standard

A Level A academic is expected to make contributions to the teaching effort of the institution, particularly at undergraduate and graduate diploma level and to carry out activities to develop his/her scholarly, research and/or professional expertise relevant to the profession or discipline.

Specific Duties

Specific duties required of a Level A academic may include:

- The conduct of tutorials, practical classes, demonstrations, workshops, student field
- excursions, clinical sessions and/or studio sessions.

- The preparation and delivery of lectures and seminars provided that skills and experience demonstrate this capacity.
- The conduct of research.
- Involvement in professional activity.
- Consultation with students.
- Marking and assessment primarily connected with subjects in which the academic teaches.
- Production of teaching materials for students for whom the academic has responsibility.
- Development of subject material with appropriate guidance from the subject or course coordinator.
- Limited administrative functions primarily connected with subjects in which the academic teaches.
- Acting as subject coordinators provided that skills and experience demonstrate this capacity.
- Attendance at departmental and/or faculty meetings and/or membership of a limited number of Committees.

A Level A academic will not be required to teach primarily in subjects which are offered only at Masters level or above.

A Level A academic will work with support and direction from academics classified at Level B and above and with an increasing degree of autonomy as the academic gains in skill and experience.

The most complex levels of subject coordination should not be carried out by a Level A academic.

Skill Base

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

LEVEL B (LECTURER)

General Standard

A Level B academic is expected to make contributions to the teaching effort of the institution and to carry out activities to maintain and develop his/her scholarly, research and/or professional activities relevant to the profession or discipline.

Specific Duties

Specific duties required of a Level B academic may include:

- The conduct of tutorials, practical classes, demonstrations, workshops, student field excursions, clinical sessions and studio sessions.
- Initiation and development of subject material.
- Acting as subject coordinators.
- The preparation and delivery of lectures or seminars.

- Supervision of the program of study of honours students or of postgraduate students engaged in course work.
- Supervision of major honours or postgraduate research projects.
- The conduct of research.
- Involvement in professional activity.
- Development of course material with appropriate advice from and support of more senior academics.
- Marking and assessment.
- Consultation with students.
- A range of administrative functions the majority of which are connected with the subjects in which the academic teaches.
- Attendance at departmental and/or faculty meetings and/or membership of a number of committees.

Skill Base

A Level B academic will have qualifications and/or experience recognised by the institution as appropriate for the relevant discipline area. In many cases a position at this level will require a doctoral or masters qualification or equivalent accreditation and standing. In determining experience relative to qualifications, regard is had to teaching experience, experience in research, experience outside tertiary education, creative achievement, professional contributions and/or to technical achievement.

LEVEL C (SENIOR LECTURER)

General Standard

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

Specific Duties

Specific duties required of a Level C academic may include:

- The conduct of tutorials, practical classes, demonstrations, workshops, student field excursions, clinical sessions and studio sessions.
- Initiation and development of course material.
- Course coordination.
- The preparation and delivery of lectures and seminars.
- Supervision of major honours or postgraduate research projects.
- Supervision of the program of study of honours students and of postgraduate students engaged in course work.
- The conduct of research.
- Significant role in research projects including, where appropriate, leadership of a research team.
- Involvement in professional activity.
- Consultation with students.
- Broad administrative functions.
- Marking and assessment.

- Attendance at departmental and/or faculty meetings and a major role in planning or committee work.

Skill Base

A Level C academic will normally have advanced qualifications and/or recognised significant experience in the relevant discipline area. A position at this level will normally require a doctoral qualification or equivalent accreditation and standing. In determining experience relative to qualifications, regard will be had to teaching experience, experience in research, experience outside tertiary education, creative achievement, professional contributions and/or to technical achievement. In addition a position at this level will normally require a record of demonstrable scholarly and professional achievement in the relevant discipline area.

LEVEL D (ASSOCIATE PROFESSOR)

General Standard

A Level D academic is expected to make a significant contribution to all activities of the organisational unit or interdisciplinary area and play a significant role within his/her profession or discipline. Academics at this level may be appointed in recognition of distinction in his/her disciplinary area.

Specific Duties

Specific duties required of a Level D academic may include:

- The conduct of tutorials, practical classes, demonstrations, workshops, student field excursions, clinical sessions and studio sessions.
- The development of and responsibility for curriculum/programs of study.
- Course coordination.
- The preparation and delivery of lectures and seminars.
- Supervision of major honours or postgraduate research projects.
- Supervision of the program of study of honours students and of postgraduate students engaged in course work.
- The conduct of research, including, where appropriate, leadership of a large research team.
- Significant contribution to the profession, and/or discipline.
- High level administrative functions.
- Consultation with students.
- Marking and assessment.
- Attendance at departmental and faculty meetings.

Skill Base

A Level D academic will normally have the same skill base as a Level C academic. In addition there is a requirement for academic excellence which may be evidenced by an outstanding contribution to teaching and/or research and/or the profession.

LEVEL E (PROFESSOR)

General Standard

A Level E academic is expected to exercise a special responsibility in providing leadership and in fostering excellence in research, teaching, professional activities and policy development in the

academic discipline within the department or other comparable organisational unit, within the institution and within the community, both scholarly and general.

Specific Duties

Specific duties required of a Level E academic may include:

- Provision of a continuing high level of personal commitment to, and achievement in, a particular scholarly area.
- The conduct of research.
- Fostering the research of other groups and individuals within the department or other comparable organisational unit and within the discipline and within related disciplines.
- Development of research policy.
- Supervision of the program of study of honours students or of postgraduate students engaged in course work.
- Supervision of major honours or postgraduate research projects.
- Making a distinguished personal contribution to teaching at all levels.
- The conduct of tutorials, practical classes, demonstrations, workshops, student field excursions, clinical sessions and studio sessions.
- The preparation and delivery of lectures and seminars.
- Consultation with students.
- Marking and assessment.
- Playing an active role in the maintenance of academic standards and in the development of educational policy and of curriculum areas within the discipline.
- Developing policy and being involved in administrative matters within the department or other comparable organisational unit and within the institution.
- Participating in and providing leadership in community affairs, particularly those related to the discipline, in professional, commercial and industrial sectors where appropriate.

Skill Base

A Level E academic will have the same skill base as a Level D academic but will be recognised as a leading authority in the relevant discipline area.

SCHEDULE 5 ACADEMIC INCREMENTAL PROGRESSION SCHEME

1.0 Common Dates for Payment of Increments

- 1.1 Increments are paid from either 1 January or 1 July.
- 1.2 The increment date for an employee (other than an employee who has been promoted since their first appointment date) is 1 January if they entered on duty from 1 October to 31 March inclusive, or 1 July if they entered on duty from 1 April to 30 September inclusive.
- 1.3 The increment date for an employee who has been promoted is 1 January if the effective date of his/her promotion was from 1 October to 31 March inclusive, or 1 July if the effective date of his/her promotion was from 1 April to 30 September inclusive.

2.0 Progression Criteria for Increments

- 2.1 An employee will be entitled to progress by annual increments to the top of the relevant salary range, provided the employee is participating in the Career Development Scheme (CDS) and has, or will be engaging in a CDS meeting with their academic supervisor or nominee.
- 2.2 Where an employee does not participate in the CDS he/she will be required to apply for an increment in accordance with clause 3.0 of this Schedule.
- 2.3 An employee, including one participating in the CDS, may apply for accelerated progression in accordance with clause 3.0 of this Schedule.

3.0 Application Process for Increments

- 3.1 To apply for an increment or accelerated incremental progression an employee must complete an "Application for Academic Salary Incremental Progression" and submit it to her or his nominated supervisor. The applicant should provide sufficient details of performance and achievements indicating that he or she has:
- (i) undertaken such teaching duties as may have been allocated by the Head of School in consultation with the employee;
 - (ii) contributed, through research, scholarly writing, publication, creative work in the arts, professional practice or in other ways to the advancement of and application of knowledge;
 - (iii) participated in the administration of the institution and/or provided leadership and undertaken such administrative duties in the organisational unit as might have been assigned by the Head of School;
 - (iv) participated in the scheme for academic staff development review for development purposes (provided that it was in operation in the academic unit in the previous twelve months) and undertaken such professional or personal development activities as might have been agreed during that process;
 - (v) contributed service to the relevant discipline through professional activity, continuing education, consultancy, conference organisation or other similar activity relevant to the work of the institution;
 - (vi) met the general standards appropriate to the employee's duties in the UNSW Position Classification Standards set out in Schedule 4.

3.2 A nominated supervisor may request additional information from any applicant, and should endeavour to obtain similar amounts or levels of information from all applicants.

3.3 All completed applications must reach Human Resources six weeks before the relevant common increment date.

3.4 One Increment

When a nominated supervisor is satisfied that one increment is justified, he or she will approve the application and forward it to Human Resources and will also send a copy to the applicant.

3.5 Two Increments

When a nominated supervisor considers that an applicant has demonstrated outstanding achievement in the previous twelve months, he or she may recommend accelerated progression of two increments. In such cases the nominated supervisor will forward the application with her or his recommendation to the relevant Dean. After consideration of the recommendation the Dean will forward the completed application to Human Resources and a copy to the applicant.

3.6 More than two increments

When a nominated supervisor considers that an applicant has demonstrated exceptionally outstanding achievement in the previous twelve months, he or she may recommend accelerated progression of more than two increments. In such cases the nominated supervisor will forward the application with her or his recommendation to the relevant Dean. The Dean will consider the recommendation and if he or she endorses the application, will forward the completed application to the Deputy Vice-Chancellor.

3.7 Withholding of an increment

Incremental progression for an employee can only be withheld in accordance with the provisions of clause 14.1.1 of this Agreement.

SCHEDULE 6 GUIDELINES FOR APPOINTMENT OF ACADEMIC RESEARCH STAFF

6.1 NHMRC Research Fellows, Post Doctoral Fellows and above, the various categories of ARC Research Fellows and Research Associates and the Vice-Chancellor's Post Doctoral Research Fellows will be recognised as academics. These appointees will have titles within the range Research Associate (or Post Doctoral Fellow)#, Research Fellow, Senior Research Fellow, Associate Professor and Professor, according to his/her standing against normal academic levels A to E as shown in the table below.

Level	Standard Academic Title	Title for Research Academics
A	Associate Lecturer	Research Associate or Post Doctoral Fellow
B	Lecturer	Senior Research Associate or Research Fellow
C	Senior Lecturer	Senior Research Fellow
D	Associate Professor	Senior Research Fellow, Associate Professor
E	Professor	Senior Research Fellow, Professor

Note:

The distinction between Research Associate and Postdoctoral Fellow is likely to be both discipline and qualification specific.

6.2 In addition, University research academics, other than those referred to in subclause 6.1 above, should have his/her title and status as academic confirmed if they:

- (i) have primary or significant responsibility for leading a research project(s) provided that in the case of a Level A academic research appointment, the conduct of research may be under limited supervision either as a member of a team or independently and the academic demonstrates intellectual contribution to research as is the norm for the discipline; or
- (ii) have received his/her Fellowship through a rigorous selection process; or
- (iii) are regarded internationally or nationally as experts in his/her field of study or research; or
- (iv) are otherwise recognised as occupying an academic research position by the University.

6.3 Other research positions should only be considered as academic and receive the titles as specified in subclause 6.1 above, if they can demonstrate that they meet the criteria outlined in subclause 6.2 above. Otherwise these staff will hold a title of either Research Assistant, Research Officer or Senior Research Officer and will be considered to be general staff.

Specifically the following research academics will be covered by this Agreement:

Australian Research Council Funded Positions

Australian Post Doctoral Fellowships	Level A
Australian Research Fellowships	Level B

Queen Elizabeth II Fellowships	Level B
Senior Research Fellowships*	Level C-E
ARC Research Associates **	Level A
ARC Senior Research Associates **	Level B

National Health and Medical Research Council Funded Positions

Australian Post Doctoral Fellowships	Level A
Research Fellows	Level B
Senior Research Fellows	Level C
Principal Research Fellows	Level D
Senior Principal Research Fellows	Level E
RD Wright Fellows*	
CJ Martin Fellows*	
Neil Hamilton Fairley Research Fellows*	
Australian Applied Health Sciences Fellows*	
Public Health Post Doctoral Fellows*	
Inserm Exchange Fellowships*	
Peter Doherty Fellows*	

Other UNSW Positions

Vice-Chancellor's Fellowship
 Postdoctoral Research Fellows
 Senior Research Fellows

* indicates that academic Level will be determined on appointment.

** indicates that academic status dependent on satisfying one of the criteria in subclause 6.2.

SCHEDULE 7 RELOCATION ALLOWANCES ASSOCIATED WITH SUBCLAUSE 10.4

7.1 Definitions

For the purposes of this Schedule “prescribed expenses” means:

- (i) legal fees;
- (ii) agent’s commission;
- (iii) stamp duty;
- (iv) fees associated with the transfer of title;
- (v) expenses relating to the execution or discharge of a first mortgage; and
- (vi) any reasonable costs as determined by the Vice-Chancellor of advertising for sale of a dwelling-house.

7.2 Payments

- (a) The Vice-Chancellor may authorise the payment to an employee of the reasonable costs incurred in the conveyance of himself or herself and his or her dependents, including reasonable costs for removal of furniture and personal effects.
- (b) The Vice-Chancellor may authorise the payment to the employee of an allowance comprising two-thirds of the expenses necessarily incurred by the employee in residing at a hotel or boarding-house while waiting to:
 - (i) commence or continue his or her journey to the new locality; or
 - (ii) secure a place of residence in that locality.
- (c) Subject to subclause 7.2(d) below, an allowance under subclause 7.2(b) above, will not be paid in respect of a period exceeding:
 - (i) 1 week in the case of subclause 7.2(b)(i) above applying; or
 - (ii) 4 weeks in any other case.
- (d) Where the Vice-Chancellor is satisfied that an employee to whom subclause 7.2(b) above applies is unable to secure a place of residence in the new locality after having made all reasonable efforts to do so, the Vice-Chancellor may extend the period in respect of which an allowance under that subclause would otherwise be payable to that employee for such further period, not exceeding 4 weeks, as the Vice-Chancellor may determine.
- (e) Where the Vice-Chancellor is satisfied that in the circumstances of a particular case it is just and equitable to do so, he or she may authorise the payment to an employee to whom subclause 7.2(b) above applies of an allowance at a rate per week determined by the Vice-Chancellor for a period not exceeding 5 weeks after the expiration of the periods referred to in subclauses 7.2(c) and 7.2(d) above.

- (f) The Vice-Chancellor may authorise the payment to an employee to whom subclause 7.2(b) above applies of such amount as the Vice-Chancellor may in a particular case determine for the purpose of compensating that employee for expenses necessarily incurred by him or her in respect of:
 - (i) the storage of his or her furniture and effects while waiting to secure a place of residence in the new locality; and
 - (ii) the cartage of the furniture and effects from the place of storage to the employee's place of residence in that locality.
- (g) An employee who is entitled to receive the expenses and allowances payable under this Schedule is also entitled to be paid an incidentals allowance to compensate the employee for:
 - (i) the value of the increased depreciation of, and the additional wear and tear on, the basic household furniture and effects resulting from the transfer; and
 - (ii) the cost of the replacement or alteration of carpets, linoleum, curtains, blinds, and household effects necessitated by the transfer;
 - (iii) incidental costs associated with establishing a new place of residence (eg telephone, gas reconnection).
- (h) The depreciation allowance payable under this Schedule is such an amount as may be determined by the Vice-Chancellor.
- (i) An employee who is entitled to receive expenses and allowances under this Schedule is, subject to subclause 7.2(m) below, also entitled to receive a property allowance for reimbursement of prescribed expenses incurred by him or her;
 - (i) in the sale of the dwelling house:
 - (1) owned and occupied by him or her;
 - (2) which he or she was purchasing under a contract of sale providing for vacant possession; or
 - (3) which he or she was constructing for his or her own permanent occupation, on completion of construction, at the date on which it became necessary to move to the new locality;
 - (ii) in the purchase of a dwelling-house, or land for the purpose of erecting a dwelling-house on the land, for his or her own permanent location permanent occupation in the new locality; or
 - (iii) both in the sale of the dwelling-house referred to in subclause 7.2(i)(i) hereof and in the purchase of a dwelling-house or land referred to in subclause 7.2(i)(ii) hereof.
- (j) The property allowance payable under this clause in respect of a sale, purchase, or sale and purchase, is, subject to subclause 7.2(k) below, an amount which is equal to the actual expenses incurred.
- (k) Where an employee is the owner jointly or in common with another person not being a person referred to in subclause 7.2(n) below, the property allowance payable under this

clause will not exceed an amount which is equal to the proportion of the prescribed expenses for which he or she is responsible.

- (l) An application by an employee for a property or an incidentals allowance under this Schedule will be accompanied by sufficient evidence of the payment by the employee of the prescribed expenses.
- (m) Except on the decision of the Vice-Chancellor, an employee is not entitled to the payment of a property allowance in respect of:
 - (i) a sale referred to in subclause 7.2(i)(i) above; or
 - (ii) a purchase referred to in subclause 7.2(i)(ii) above which is effected:
 - (1) more than 2 years after the date on which the employee takes up duty in new locality; or
 - (2) after the date on which he or she receives notification that he or she is being transferred back to the old locality.
- (n) For the purpose of this Schedule, it is immaterial that the dwelling-house or land is purchased, sold or owned;
 - (i) in the case of a married employee, solely or jointly or in common with:
 - (1) the spouse of that employee;
 - (2) a dependant of that employee; or
 - (3) the spouse and a dependant of that employee; or
 - (ii) in the case of any other employee, solely or jointly or in common with a dependant.

SCHEDULE 8 TERTIARY EDUCATION SUPERANNUATION SCHEME

8.1 Definitions

- (a) "The Fund" means the Tertiary Education Superannuation Scheme (TESS).
- (b) "Ordinary time earnings" means the rate of salary prescribed by this Agreement, and any other payment that is superable.
- (c) "TESS" means the Tertiary Education Superannuation Scheme and any fund renamed or established as a result of the merger of TESS and SSAU.

8.2 Contributions to the Fund

- (a) The University will contribute to the Fund in respect of each employee subject to this Agreement a payment of 3 per cent of ordinary time earnings. Provided that where the contract of an employee is such that the employee will not necessarily exceed the criteria set out in subclause 8.5(a), the University will not be liable to make regular payments. In such cases the University will assess retrospectively, in January or July as the case may be, whether the employee is or is not a casual employee for the purposes of this clause. If the employee is not excluded by reason of being a casual employee, then the University will forward 3 per cent of the ordinary time earnings of the employee during the relevant period to the Fund not later than two months after the end of the relevant qualifying period.
- (b) Contributions are to be made whilst employees are receiving pay, including:
 - (i) periods of paid absence; and
 - (ii) whilst on workers compensation provided the employee is receiving 'make-up pay' under the provisions of a relevant award or under the provisions of a relevant Act.
- (c) If the employee's salary whilst on paid leave is less than 100 per cent of ordinary time earnings, the University's contributions during that period will be 3 per cent of that salary.

8.3 Cessation of contributions

Where an employee ceases employment the University will not be liable to make contributions with respect to that employee after the last date of employment.

8.4 Employee contributions

Employees subject to this clause who are admitted to membership of the Scheme who wish to make contributions to the Fund additional to those being paid by the University pursuant to clause 16.2 of this Agreement will be entitled to authorise the University to deduct from the employee's wages or salary amounts specified by the academic in accordance with the terms of the Trust Deed governing the Fund and any regulations made thereunder.

8.5 Exemptions

The provisions of this clause will not apply to:

- (a) an academic who earns less than \$1,840 between 1 January and 30 June or 1 July and 31 December in any one year; and

NOTE: the figure of \$1,840 will be increased in January each year by the percentage increase in average weekly earnings for the previous year ending in September, rounded to the nearest dollar.

- (b) Academics in respect of whom the University contributes or is required to contribute a superannuation payment to a State or Commonwealth or Territory Government Superannuation Scheme provided that academics who contribute to SSAU will not be exempt.