



THE UNIVERSITY OF
NEW SOUTH WALES

**UNSW (General Staff)
Enterprise Agreement
2003**

18 July 2003

Part 1 GENERAL

1.0 TITLE

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

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3.0 DEFINITIONS

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

“Act” means the Workplace Relations Act 1996.

“AIRC” means the Australian Industrial Relations Commission.

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

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

“Employee” means a general staff member of the University whose employment is subject to this Agreement.

“Ordinary rate of pay” means the applicable salary set out in Schedule 1.1 or 1.2 of this Agreement, plus any shift loading, including weekend and public holiday penalty rates earned by an employee employed on regularly rostered shifts forming the ordinary hours of duty and not worked as overtime.

“Parties” means the University and each of the unions who are bound by the Agreement.

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

“Unions” means the following unions:

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

4.0 APPLICATION AND PARTIES BOUND

(a) This Agreement is binding on:

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

(b) This Agreement does not apply to:

- (i) academic staff employed by the University;

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

5.0 DATE AND PERIOD OF OPERATION

- (a) Unless otherwise specified in this Agreement, this Agreement will operate from the date of certification by the AIRC until 31 March 2006.
- (b) The parties will commence discussions to review the terms and conditions of this Agreement no later than 6 months prior to its expiry date with a view to reaching agreement on the terms of a replacement Agreement.

6.0 RELATIONSHIP WITH OTHER AWARDS AND AGREEMENTS

This Agreement:

- (a) rescinds and replaces the *University of New South Wales (General Staff) Enterprise Agreement 2000* certified by the AIRC on 22 December 1999;
- (b) except where it specifically contemplates otherwise, and subject to subclause 6.0(c), operates to the exclusion of any award of the AIRC which applies to the University, including the *Higher Education General and Salaried Staff (Interim) Award 1989* and the *Higher Education Contract of Employment Award 1998* and any award which succeeds those awards;
- (c) does not affect or impede the:
 - (i) JOBSKILLS Trainees (Higher Education General Staff) Award 1992;
 - (ii) Tertiary Education Superannuation Scheme (TESS) Superannuation Award 1988;
 - (iii) National Training Wage Interim Award 1994; or
 - (iv) Use or application of any supported wage system for employees with disabilities established by the Federal Government.

7.0 STATEMENT OF INTENT

The parties to this Agreement recognise the important contribution that general staff 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 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 employees through improved salaries and working conditions, including job security and expanded career development and training opportunities;
- (d) Achieve continuing improvements in productivity, quality and efficiency; and
- (e) Support and implement the principles of equity, diversity and safety, and work towards achieving pay equity and gender balance in the workplace.

8.0 CONSULTATION BETWEEN THE PARTIES

8.1 Implementation Committee

The parties agree that for the purposes of facilitating the implementation of this Agreement an Implementation Committee will be established which will:

- (i) comprise one person nominated by each union; and an equal number of persons nominated by the University;
- (ii) meet at the request of a party to this Agreement to discuss issues arising out of, and to develop strategies for the implementation of this Agreement; and
- (iii) 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) Workplace Bullying;
- (iv) Redeployment Guidelines; and
- (v) Broadbanding.

- (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 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.
- (iv) the Redeployment Guidelines will include measures to facilitate the redeployment of displaced employees.

- (v) The Broadbanding Policy will include processes and procedures for determining the arrangements under which a position will be broadbanded.
- (c) The policies referred to in subclause 8.2(a) above will be developed and regularly reviewed through the University's consultative processes, including with the unions.
- (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 disputes settling procedures (Clause 43.0) of this Agreement.

8.2.1 Indigenous Australian 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 each of the local branch Presidents (or equivalent) of the NTEU and the CPSU;
 - (ii) Two indigenous Australian employees; and
 - (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 unions by providing appropriate support for authorised union activities.
- (b) An employee who has been appointed as a union representative will be allowed reasonable paid time and will be considered to be on duty 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 Unions 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.

Part 2 CHANGE MANAGEMENT

9.0 JOB SECURITY AND WORKPLACE CHANGE

- (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 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 to 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; and
 - (iv) The University seeking not to increase the use of casual employment at the expense of continuing employment.

9.2 OUTSOURCING AND UNSW CORPORATE ENTITIES

- (a) The University agrees to give early notification to the relevant union(s) 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(s) to put forward an argument that the work might be better performed by directly employed employees.
- (c) During the life of this Agreement, the University agrees not to make a decision to outsource cleaning and security services work where such a decision will result in forced retrenchments of directly employed employees.
- (d) In the case of a University activity being transferred to a UNSW corporate entity, the provisions of this Agreement will continue to prevail for both existing and new employees to whom this Agreement would otherwise apply until new employment conditions for the employees of the controlled entity have been formalised through the AIRC.

- (e) 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 to accept a new employment contract with the corporate entity.
- (f) Prior service with a UNSW corporate entity will be recognised by the University for all purposes.
- (g) 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.

9.3 WORKPLACE CHANGE PROCESS

9.3.1 Preliminary Consideration of Workplace Change

- (a) 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.
- (b) When these discussions appear likely to lead to the development of a specific change proposal as outlined in subclause 9.3.2, 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.
- (c) Minor workplace changes may be made through a less formal process, which nevertheless involves consultation with affected staff.

9.3.2 The Discussion Paper

- (a) The University will issue documentation (the Discussion Paper) to employees likely to be directly affected and the relevant union if it is anticipated that one or more of the following will occur:
 - (i) relocating employees to another campus of the University or where any of the outcomes in 9.3.2(a)(ii)-(viii) are likely;
 - (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 and position descriptions;
 - (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 the 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 9.3.2(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.

9.3.3 The Recommendation Paper

- (a) Following the process in subclause 9.3.2, the University will issue documentation that sets out any changes recommended and the rationale for such changes (the Recommendation Paper). Employees who may be directly affected and the union(s) will be issued with a copy of the Recommendation Paper and will have an opportunity to comment on the recommendation(s).
- (b) The relevant union(s) will be involved in negotiating the implementation of any changes contained in the Recommendation Paper that will affect the employment conditions of employees.

9.3.4 Potential Job Loss

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

- (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 9.3.4(a) may include reasonable retraining, expressions of interest in voluntary redundancy, pre-retirement contracts, utilisation of leave entitlements, secondment, conversion to part time work, or redeployment.

9.3.5 Employees and Workplace Reorganisation

- (a) If a work unit is reorganised following the consultative process outlined in subclause 9.3.1, 9.3.2 and 9.3.3 above, the following procedures will apply in relation to employees on continuing employment.
 - (i) Where the duties of a position are not significantly changed, the existing incumbent will continue to hold the position.
 - (ii) Where the duties of a position are so significantly changed that it can be regarded as a new position, or where a position is no longer required, the employee holding the position will become eligible for the purposes of subclause 9.3.5(a)(iii).
 - (iii) Where new position(s) are created, expressions of interest will be called for from amongst eligible employees within that work unit. The selection process used will be determined following consultation between the parties. The selection criteria will be based on the position description of the newly created position. Where such positions are not filled by eligible employees, the positions will be advertised internally. If the position(s) is not filled internally, it will be advertised externally.
- (b) When the procedures outlined in subclause 9.3.5(a) have been completed and there are eligible employees who do not gain positions, these employees will become displaced employees for the purpose of subclause 9.3.6.

9.3.6 Displaced Employees

- (a) The University is committed to redeploying displaced employees who elect to be redeployed in accordance with the University policy on Redeployment Guidelines for General Staff ('The Guidelines').
- (b) A displaced employee who has been advised in writing by the Director Human Resources that his/her position has been made redundant, must elect to be considered for redeployment within 2 weeks of receiving such notification. If no election for redeployment is made within 2 weeks, the displaced employee will be retrenched in accordance with subclause 9.3.8.
- (c) The University will undertake a redeployment process in accordance with subclause 9.3.7 for a minimum period of 10 weeks ("the redeployment period") from the date that the employee elects to be redeployed.

- (d) A displaced employee who elects to be redeployed but is not redeployed within the redeployment period, or who elects to terminate the redeployment period early, will be retrenched in accordance with subclause 9.3.8.

9.3.7 The Redeployment Process

- (a) During the redeployment period, the displaced employee will be considered for suitable alternative positions in the University in accordance with the Guidelines and will be expected to participate actively in the redeployment process.
- (b) An employee who seeks to terminate the redeployment process will receive payment for 10 weeks ordinary pay less any period of the redeployment period that has elapsed.
- (c) During the redeployment period the displaced employee may continue to work in his/her work unit or work temporarily in another work unit, or undertake training.
- (d) During the redeployment process a displaced employee will be eligible for:
 - (i) support in seeking redeployment within the University;
 - (ii) appropriate out placement support; and
 - (iii) a reasonable amount of time without loss of pay to attend job interviews or other job search activities.
- (e) No reasonable offer of training or redeployment to a position at the same classification with similar duties will be refused by a displaced employee who elects to be considered for redeployment.
- (f) Redeployment placement will be on the basis of a trial period which, if successful, will result in a continuing appointment for the displaced employee. If the redeployment trial period is unsuccessful, the employee will be retrenched in accordance with subclause 9.3.8.
- (g) If the employee is not successful in being redeployed within the redeployment period or elects to terminate the redeployment period early he/she will be retrenched in accordance with subclause 9.3.8.
- (h) An employee who agrees to be redeployed to a position at a level lower than his/her previous salary level will receive salary maintenance at his/her previous rate of pay for 12 months.

9.3.8 Retrenchment

- (a) A displaced employee who does not elect to be redeployed in accordance with subclause 9.3.6(b) will be given written notice of not less than 10 weeks of the date of retrenchment, or at the election of the employee, 10 weeks payment in lieu of notice, provided that the University may place the employee on paid leave (not being annual leave or long service leave) during the notice period.
- (b) A displaced employee who elects to work part or all of the 10 week notice period will only receive on retrenchment payment for the balance of the 10 weeks not worked.

- (c) An employee who is retrenched will be entitled to:
 - (i) a severance payment based on 3 weeks salary for every completed year of service to a maximum of 52 weeks;
 - (ii) payment for accrued annual leave in accordance with clause 30.0;
 - (iii) payment on a pro-rata basis for leave loading; and
 - (iv) payment for any long service leave in accordance with clause 32.0.
- (d) Where the University has obtained alternative employment which is acceptable to the employee, it may apply to the AIRC to have the severance payment or retrenchment benefit varied or waived. This subclause does not apply in the case of redeployment.
- (e) Any decision to terminate an employee's employment with the University on the grounds of redundancy will only occur in accordance with the provisions of this clause.

Part 3 SALARIES AND RELATED MATTERS

10.0 SALARY INCREASE

- (a) For general staff covered by this Agreement the following salary increases will apply:
 - (i) 2½% from 20 December 2002 (already paid from 20 December 2002).
 - (ii) 2% from the first full pay period commencing after 1 June 2003.
 - (iii) 2% from the first full pay period commencing after 1 November 2003.
 - (iv) 2% from the first full pay period commencing after 1 June 2004.
 - (v) 2% from the first full pay period commencing after 1 November 2004.
 - (vi) 2% from the first full pay period commencing after 1 June 2005.
 - (vii) 2% from the first full pay period commencing after 1 November 2005.
- (b) For casual employees, the increases referred to in subclause 10.0(a)(v) and (vii) will not take effect until the first full pay period commencing after 1 January 2005 and 1 January 2006.
- (c) By no later than the first University pay date after the certification of this Agreement by the AIRC, the University will pay to all full-time employees subject to this Agreement the gross sum of \$1,500. Part-time employees subject to this Agreement will receive a payment based on their fraction of full-time employment, with a minimum gross payment of \$1,000.
- (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 employees.

11.0 APPRENTICES

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

Other than Adult Apprentices		Adult Apprentices	
1st year	45%	1st year	80%
2nd year	60%	2nd year	85%
3rd year	75%	3rd year	90%
4th year	90%	4th year	90%

12.0 ALLOWANCES

- (a) The salary rates contained in Schedule 1.1 and Schedule 1.2 include all prescribed allowances other than those specified in this clause.
- (b) The allowances which will continue to be payable as amounts in addition to salaries are:

	per year
Cadaver Allowance	\$1,173
On Call Allowance (DIS, Custodians)	\$399
Remote Area Allowance with dependant	\$1,362
Without dependant	\$953
First Aid Allowance	\$470

- (c) An employee who, by virtue of his/her employment, is required to hold the following licences will either be paid or reimbursed the following licence/registration fees:

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

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

- (d) An employee who, as at the date of this Agreement, was entitled to and in receipt of these allowances will continue to receive these allowances until he/she ceases to be employed by the University or ceases to be employed in the position held at the date of this Agreement.

Adverse Event Pager Allowance;
Specific Pathogen Free Unit Allowance;
Leading Hand/Crew Chief Allowance;

Licence Allowance (Electricians);
Licence Allowance (Plumbers);
Registration Allowance (Plumbers);
Qualifications Allowance (Cleaning Attendants);
Tool Allowance; and
Horizon Maintenance Allowance.

12.1 Higher duties allowance

- (a) An employee (hereinafter called the relieving employee) who is appointed temporarily to perform all of the duties of a higher classified position and who performs all such duties required to be performed during the appointment will, subject to this clause, be paid an allowance at a rate determined in accordance with subclause 12.1(b) for all the time during which he/she performs such duties.
- (b) The rate of the allowance referred to in subclause 12.1(a) above will be an amount equal to the difference between the relieving employee's substantive salary and the minimum salary of the higher classified position.
- (c) No allowance will be payable pursuant to this clause unless the relieving employee performs the duties of the higher classified position for a period in excess of one week or in excess of two consecutive working days for trades staff.
- (d) No allowance will be payable pursuant to the clause to a relieving employee whose position is designated as a "deputy" or equivalent of a more senior employee, whose normal duties as specified by his/her job description include deputising for that more senior employee and who is deputising while the senior employee is absent on duty or for periods of leave for up to four weeks.
- (e) An allowance may vary during the period the relieving employee is required to temporarily perform the duties of the higher classified position to take account of changes in salary during that period.
- (f) A relieving employee will be entitled to be paid a 100% higher duties allowance unless it is specified at the commencement of the higher duties allowance that the employee has only been appointed to undertake part of the duties of the higher position. In such circumstances, a lesser amount, which will normally be a percentage of the full amount, will be paid.
- (g) When considering which person will act in a higher position, the supervisor will consider a range of issues including relevant skills, staff development and the fair allocation of higher duties allowances. Part-time employees will not be overlooked for relief opportunities because they work part-time.
- (h) A higher duties allowance will not be used to fill substantively vacant positions for a period of more than 12 months. During extended absences an Internal Temporary Transfer should be used instead of a higher duties allowance.
- (i) An employee who is in receipt of a higher duties allowance will be paid such allowance for all paid leave taken during that period.

- (j) A relieving employee who has been relieving continuously in a position for a period in excess of 12 months who retires, resigns or is made redundant by the University will receive payment for accrued leave entitlements at the higher rate of pay on termination of employment.

12.2 Meal Allowance

An employee when required to work overtime will be paid a meal allowance in addition to any overtime payment in the following circumstances:

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

12.3 Medical Examination Allowance

- (a) An employee who in the course of their employment with the University engages in duties associated with infectious or contagious material or infected animals, or works continually with toxic substances, will be reimbursed the costs reasonably incurred to obtain regular medical examinations and reports.
- (b) The provision of subclause 12.3(a) will not apply where the University meets the costs of an employee's medical examination. Provided that the University will, upon request, provide the employee with a copy of the medical report.
- (c) An employee engaged on work that makes him or her more than normally susceptible to contract tetanus will be reimbursed reasonable costs incurred by the employee to be immunised against the disease.

12.4 Car Kilometre Allowance

- (a) An employee required by the University to use his or her own motor vehicle in connection with the University's business will be paid a motor vehicle allowance determined by the University in accordance with the conditions approved by the Australian Taxation Office as varied from time to time.

12.5 Clothing Allowance

- (a) An employee required to wear a uniform or protective clothing and where such clothing is not provided by the University will be reimbursed reasonable costs of providing or replacing such clothing.
- (b) Pursuant to subclause 12.5(a), an allowance of \$2.80 a week will be paid to an employee for the maintaining, laundering or dry-cleaning of their uniform or protective clothing. Provided that where the University maintains, dry-cleans or

launders an employee's uniform or protective clothing, such an allowance will not be payable.

12.6 Repairs and Replacement - Reimbursement

- (a) The University will reimburse an employee to the extent of damage sustained to his or her personal property where such damage is sustained:
- (i) due to the negligence of the University, another employee, or both, in the discharge of their duties;
 - (ii) by a defect in the University's materials or equipment; or
 - (iii) where an employee has protected or attempted to protect the University's property from loss or damage.
- (b) The provisions of subclause 12.6(a) will not apply where an employee is entitled to compensation for such damage under the Workers' Compensation Act (NSW).

12.7 Travel Expenses

- (a) An employee directed by the University to travel on behalf of the University will be reimbursed for all approved travel expenses.

13.0 SHIFT PENALTIES

During the life of this Agreement, nothing will prevent the University and the relevant union agreeing to the payment of annualised shift loadings in lieu of the loadings described in subclauses 13.1, 13.2, 13.3 and 13.4 below.

13.1 Shift loadings - General

The following shift loadings will be paid in addition to the base rate of pay to all employees except those employees whose shift loadings are provided for in subclause 13.2, 13.3 and 13.4:

Type of Shift	Shift Loading
Early morning shift - any shift commencing before 6.00am	10%
Afternoon shift - any shift finishing after 6.30pm and at or before 8.30pm	10%
Late Afternoon shift - any shift finishing after 8.30pm and before midnight	12.5%
Night shift - any shift finishing at or after midnight and at or before 8.00am	15%
Permanent Night Shift - means any shift system in which shifts are worked which do not rotate or alternate with other or another shift so as to give the employee at least one third of his/her working time off night shifts in each roster period	30%

Saturday – any shift on a Saturday	50%
Sunday - any shift on a Sunday	75%
Public Holiday – any shift on a Public Holiday	150%

13.2 Shift loadings - Custodian, Caretaker and Unigym (Pool and Weights Room)

- (a) The shift loadings in this subclause will apply to the following categories of employees:
- (i) Custodians;
 - (ii) Caretakers;
 - (iii) UniGym (pool and weights room staff).
- (b) Subject to subclauses 13.2(c) and (d) below, an employee engaged to work ordinary hours of duty on any day between the hours of 8.00pm and 8.00am will be paid a loading of 20% in addition to the base rate of pay for each hour so worked provided that the work commences at or before 6.00am.
- (c) An employee engaged to work ordinary hours on a Friday, Saturday or Sunday:
- (i) will be paid a penalty rate of 25% in addition to the base rate of pay for all hours worked between 8.00pm on Friday and midnight on a Saturday; and
 - (ii) will be paid a penalty rate of 75% in addition to the base rate of pay for all hours worked between midnight on a Saturday and 8.00am on a Monday provided that the work commences at or before midnight on a Sunday.
- (d) An employee engaged to work on a public holiday will be paid a penalty rate of 125% in addition to the base rate of pay for all hours worked between midnight on the day preceding the holiday until midnight on the holiday.
- (e) The penalty rates prescribed by subclauses 13.2(c) and (d) will be cumulative upon any shift loading payable under subclause 13.2(b) of this clause.

13.3 Shift Loadings - Cleaning and Attendant (Gatekeeper) Staff

13.3.1 Shift loading - Monday to Friday

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

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

13.3.2 Shift loading - weekends and public holidays

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

13.4 Shift Loadings – Security Staff

- (a) For security staff, the following shift loadings will be paid in addition to the base rate of pay for that part of the shift which is within the defined span, and will not be paid for the part of the shift (if any) which falls outside the defined span:

Type of Shift	Shift Loading
Night shift (Normal) – work performed on weekdays between 6:00pm and 6:00am	24.7%
Night Span (Permanent Night Shift) - work performed on weekdays between 6:00pm and 6:00am where over the whole period of a work roster more than two thirds of the employee's total ordinary shifts include ordinary hours between 12:00am and 6:00am on any day of the week	30.0%
Saturday Shift – work performed during any hours on a Saturday	50.0%
Sunday Shift – work performed during any hours on a Sunday	100.0%
Public Holiday Shift – worked performed during any hours on a Public Holiday	150.0%

- (b) Notwithstanding this clause, a Security employee will not receive shift payments over a 24 week cycle less than he/she would have received over the same roster cycle under the shift loading provisions of the *UNSW (General Staff) Enterprise Agreement 2000*.

14.0 SALARY SACRIFICING

- (a) "Salary" means the salary, leave or other like payment prescribed for an employee from time to time in accordance with any award, certified agreement or contract of

employment for any work performed and for any leave taken or other absence by the employee during employment.

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

- (b) By written agreement with the University, an employee may receive in lieu of Salary:
 - (i) the benefit of services under the University’s child care scheme; and the benefit of an additional employer contribution to superannuation in lieu of an employee contribution (where the Scheme allows this); or any other benefit agreed between the University and the employee and approved by the University (cash payment made for the benefit of the employee) as agreed by the parties during the life of this Agreement.
 - (ii) an amount ("Amount") being the difference between Salary and the amount specified by the University from time to time as the value of the benefit received by the employee under the University’s Scheme.
- (c) An employee will be entitled to enter into a salary sacrificing arrangement with the University pursuant to subclause 14.0(b) on the date of appointment for new employees, or, on a fixed annual date for all other employees.
- (d) If an agreement is made under subclause 14.0(b) any other payment calculated by reference to the employee’s Salary and payable during employment, or on termination of employment will be calculated by reference to the Salary and not to the Amount.
- (e) An agreement under subclause 14.0(b) will terminate if:
 - (i) at any time the “Amount” in subclause (b)(i) is negative.
 - (ii) the employee withdraws from the Scheme by giving 8 weeks notice of 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.

15.0 INCREMENTAL PROGRESSION

Incremental progression to the top of the relevant salary range will occur annually except where provided for in subclause 29.1.1.

16.0 EQUALISATION OF SALARY

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

- (b) An employee and the University may, by agreement, agree to equalise his/her salary so that the annual earnings are paid in equal portions over the whole year, rather than only those weeks where work is performed.
- (c) Where the above arrangement is entered into, the employee will be entitled to all benefits to which he/she would otherwise have been entitled on the same proportion as in subclause 16.0(b) above.

17.0 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 employees.
- (c) Subclause (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.

Part 4 HOURS OF WORK

18.0 ORDINARY HOURS AND SPAN OF HOURS

This clause sets out the hours of work.

- (a) “Ordinary hours of work” refers to either 35 hour per week employees (7 hours per day worked within the appropriate span of hours), or 38 hour per week employees (7.6 hours per day worked within the appropriate span of hours) as shown in columns A and B of Schedule 3.0.
- (b) A 38 hour per week employee may change employment to 35 or 36 hours per week provided that:
 - (i) One month written notice is provided to the University;
 - (ii) The employee will receive 35/38ths or 36/38ths of the annual salary and other employment conditions applying to a 38 hour per week employee;
 - (iii) The proposed change does not adversely affect the University’s operational requirements;
 - (iv) The employee may only revert to 38 hours per week with the approval of the University.
- (c) The span of hours of work for employees is as set out in column C of Schedule 3.0. An employee will receive the base rate of pay for working any hours within the span of hours, plus any applicable shift loading (in accordance with clause 13.0) or overtime penalties (in accordance with clause 22.0).

- (d) Schedule 4.0 sets out the translation of former classifications of employees into the categories in Schedule 3.0. The hours of work of new staff classifications will be determined through consultation with the relevant union.
- (e) An employee will only be required to attend for duty:
 - (i) once in a single day, unless such other arrangement already exists as at the date of this Agreement; and
 - (ii) not more than 5 out of 7 days, unless such other arrangement is agreed between the University and the relevant union(s).
- (f) A Security employee in Category L of Schedule 3.0 who is employed on a rotating roster may work shifts of up to 12 ordinary hours, provided that an average of 38 hours per week is worked by a full-time employee over any period of 8 weeks.

19.0 CHANGES TO THE ESTABLISHED PATTERN OF HOURS

- (a) “Established pattern of hours” is the pattern of hours within the span of hours worked by an employee consistent with the custom and practice of the work unit.
- (b) Notification of changes to the established pattern of hours of an employee within the span of hours as set out in Schedule 3.0 will be as follows:
 - (i) seven (7) days notice (or less if mutually agreed between the employee and his/her supervisor), will be given of a proposed temporary change; or
 - (ii) twenty-one (21) days notice (or less if mutually agreed between the employee and his/her supervisor), will be given of a proposed permanent change.
- (c) Any proposed change that gives rise to a dispute on the application of this provision, including where an employee’s personal commitments are concerned, will be dealt with according to the dispute resolution procedures of this Agreement. Until the matter is resolved, no change to the employee’s established pattern of hours will take place.
- (d) Proposed changes in the hours of operation of a work unit will be dealt with in accordance with subclause 9.3.2 of this Agreement.

20.0 SHIFT ROSTERS

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

- (a) Work rosters will be posted in a readily accessible place.
- (b) All rosters will indicate the commencement and cessation times of the ordinary hours of work of the respective shifts for each employee.
- (c) Changes or variations to shift rosters will be notified at least 7 days prior to becoming operative, except in the case of staff in categories L and M of Schedule 3.0.

- (d) A shift roster may be changed at any time to enable the functions of the University to be carried on, where another employee is absent from duty because of illness or in an emergency. However, if such an alteration involves an employee working on a day that would have been the employee's day off, such time worked on that day will be paid for at overtime rates.
- (e) Places in shift rosters may be interchanged by agreement between the employees and the University, provided that the University will not incur additional shift or overtime penalties as a consequence of the interchange.

21.0 FLEXIBLE WORKING ARRANGEMENTS

- (a) The University is committed to the implementation of work practices that find the best possible match between the interests of the University and those of individual employees, and in doing so it is committed to providing employees with family friendly working arrangements, such as:
 - (i) Part-time and fractional work;
 - (ii) Job sharing; and
 - (iii) Flex-time.
- (b) The University recognises that benefits flow to the University from such arrangements and that these arrangements should be made available to all employees, subject to the requirements of the work unit.
- (c) Flex-time is the system whereby employees may work flexible start and finish times within the appropriate span of hours, and work more than the number of ordinary hours of work to accumulate flex hours which may then be taken as time off work at a later stage mutually agreed between the employee and supervisor. Accrued flex-time hours will be equal to the period of time actually worked and will not attract shift loading or overtime payments or other penalties.
- (d) The Implementation Committee will be involved in the further development of policy to support family friendly work arrangements.

22.0 OVERTIME

22.1 Reasonable overtime may be required

The University may require an employee to work reasonable overtime at the applicable rates prescribed in this Agreement. An employee will not be required to work overtime if the employee satisfies the University that he/she cannot work that overtime. Wherever possible, an employee will be given at least 48 hours notice of the overtime.

22.2 Overtime rates

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

- (a) all overtime worked outside of ordinary or rostered hours of duty will be paid for at the rate of 1½ times the base rate of pay for the first two hours and then double the base rate of pay until completion of the overtime work;

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

22.3 Part-time employees

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

22.4 Break after overtime

- (a) If overtime is necessary, an employee must have at least 10 consecutive hours off between work on successive days, if reasonably practicable.
- (b) If an employee works overtime and does not have 10 consecutive hours off between the end of ordinary duty and the start of ordinary duty on the next day, the employee:
 - (i) must be released at the end of the overtime until he/she has had 10 consecutive hours off unless the supervisor directs him/her to continue working; and
 - (ii) must be paid for ordinary working time occurring during the 10 consecutive hours off duty.
- (c) If an employee is directed by the supervisor to resume or continue work without having 10 consecutive hours off, the employee:
 - (i) must be paid at the overtime rate until he/she is released from duty; and
 - (ii) is entitled to be absent for 10 consecutive hours without loss of pay for work occurring in that absence.
- (d) If a shift worker works overtime for the purpose of changing shift rosters or does not report for duty and a day worker replaces him/her, then subclauses 22.4(a), (b) and (c) apply as if 8 hours were substituted for 10 hours.

22.5 Minimum overtime payment

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

22.6 Calculation of overtime

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

22.7 No overtime payment for flexible hours

An employee who has the permission of the University to work flex-time and who works in excess or outside of the prescribed ordinary hours of work in a day or a week under that arrangement will not be paid overtime for those hours worked.

22.8 Overtime barrier

An employee at Level 8 or above will not be entitled to the payment of overtime or the granting of time off in lieu of overtime payments. Provided that the University may approve the payment of overtime or the granting of time off in lieu either in accordance with this agreement or compensation on another basis, whether by granting leave or payment as the University may determine.

22.9 Time off in lieu of overtime payment

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

22.10 Minimum payment for call back

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

23.0 MEAL BREAKS

- (a) An employee will not be required to work more than 5 hours without a meal break of not less than thirty minutes and, except where a flex-time system allows, for not more than one hour.

- (b) However, except as provided in subclause 23.0(c), when an employee is called upon to work any portion of their meal hours, such time will count as part of their ordinary working hours.
- (c) Trades staff described in Schedule 3.0 as Category K who are directed to work during meal breaks will be paid at the rate of double time for that period and continue to be paid at that rate until a meal break is allowed.
- (d) An employee will not be required to work overtime beyond 6.00pm without a meal break of at least thirty minutes that will not count as time worked.
- (e) This clause will not apply to employees, such as field work employees or security employees, where, by agreement between the University and the affected employees or their representative, no meal break is taken but a paid crib break of 30 minutes is allowed.
- (f) Trades staff described in Schedule 3.0 as Category K will have a paid rest period of 10 minutes between 9.00am and 11.00am or at an earlier time mutually agreed by the employee and the University.

Part 5 EMPLOYMENT CATEGORIES AND WORKPLACE MANAGEMENT

24.0 EMPLOYMENT CATEGORIES

An employee will only be employed by the University in accordance with the employment categories in this clause.

24.1 Continuing Employment

Continuing employment means all employment with the University that is not fixed-term or casual employment and for which there is no date set for the employment to end.

24.2 Fixed-Term Employment

- (a) “Fixed-term employment” means engagement on a contract of employment for a fixed period of time. A fixed-term contract will specify the starting and finishing dates of that employment or will define the task/project to be undertaken, the completion of which will bring the contract to an end.
- (b) Fixed-term employment may contain a reasonable probationary period that is directly related to the nature of the work to be carried out under the contract.
- (c) Fixed-term employment will only be offered in the following circumstances:
 - (i) where a position is provided from identifiable funding external to the University, not being operating grant money from the Federal Government or fees paid by or on behalf of students;
 - (ii) where the employment is for a project of limited duration;

- (iii) for a person engaged on research only functions for a period not exceeding 5 years;
 - (iv) in a new organisational area whose continuing operation is uncertain. For the purpose of this subclause, a new organisational area means a group of not less than 3 persons established in relation to a new area of work not previously undertaken, and not created from the merger or division of or movement of work from the existing unit(s);
 - (v) to fill a peak work load demand of less than 12 months;
 - (vi) to employ a person in a senior management position at level 10 or above or a person with specific skills which are required for a limited period of time;
 - (vii) to replace another employee who is either on leave or secondment from the workplace, or to temporarily fill a vacant position pending advertisement;
 - (viii) for the employment of post graduate students in a position directly related to their studies; or
 - (ix) pre-retirement contracts.
- (d) Subject to subclause 24.2(e) below, all other provisions of this Agreement relevant to full-time employees will apply to fixed-term employees.
- (e) The provisions of subclauses 9.3.5 to 9.3.8 of this Agreement will not apply to fixed-term employees.

24.2.1 Contingent Employment

- (a) Where the employment circumstances are consistent with subclause 24.2(c)(i) - (iii), 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 24.6 below will apply.
- (d) Where an employee is employed in contingent employment and the contingency is invoked (thereby leading to the conclusion of the specific task or project), the employee will be entitled to a severance pay in accordance with clause 24.7, subject to subclause 24.2.1(e) below.
- (e) Where contingent employment concludes, 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 clause 24.7, up to a maximum of 52 weeks.

24.3 Casual Employment

- (a) Casual employment means a person engaged by the hour and paid on an hourly basis that includes a loading related to award based benefits for which a casual employee is not eligible.
- (b) A casual employee will be paid an hourly rate calculated by dividing the weekly rate appropriate to his/her level and step by the number of hours worked by an equivalent full-time employee in the same category of staff as prescribed in Schedule 3.0 of this Agreement ("base hourly rate"). The base hourly rate for each casual step is set out in Schedule 2.0 of this Agreement.
- (c) Subject to subclauses 24.3(d) and (e) (relating to overtime and shift work), in addition to the base hourly rate, a casual employee will be entitled to a casual loading which incorporates payments for sick leave, annual leave, long service leave and other entitlements for which a casual employee is not eligible. The casual loading will be:
 - (i) 21.875% from the certification of the Agreement;
 - (ii) 22% from 1 January 2005;
 - (iii) 23% from 1 January 2006.
- (d) A casual employee who works in excess of 10 hours on any day is entitled to payment calculated at:
 - (i) the base hourly rate; plus
 - (ii) the applicable overtime penalty rate on the base hourly rate; plus
 - (iii) the casual loading applicable to the base hourly rate.
- (e) A casual employee who is engaged to perform shift work is entitled to payment calculated at:
 - (i) the base hourly rate; plus
 - (ii) the applicable shift loading; plus
 - (iii) the casual loading applicable to the base hourly ratefor each rostered shift.
- (f) The employment of a casual employee may be terminated by the giving of one hour's notice by either the employee or the University.

24.3.1 Conversion of Long Term Casual Employees

The provisions of Schedule 5.0 of this Agreement will apply to long term casual employees who seek to have their positions converted to either fixed-term or continuing employment.

24.4 Full-time and Part-time Employment

- (a) Both continuing and fixed-term employment may be either full-time or part-time.

- (b) Full-time employment means employment for either 35 or 38 hours per week depending upon the hours set out for the relevant classification in Schedule 3.0 of this Agreement.
- (c) Part-time employment means employment for ordinary hours of work less than those of a full-time employee in the same category of staff as prescribed in Schedule 3.0 of this Agreement.
- (d) The hours and days to be worked by a part-time employee will be agreed on prior to the commencement of the employment. Any changes to these hours and times will be made in accordance with clause 19.0 of this Agreement.
- (e) Part-time employees will be paid an hourly rate calculated by dividing the weekly rate appropriate to the level and step of the employee by the number of hours worked by an equivalent full-time employee in the same category of staff as prescribed in Schedule 3.0 of this Agreement.
- (f) A part-time employee will be entitled to payments in respect of annual leave, sick leave, long service leave and all other authorised leave on a proportional basis to an equivalent full-time employee.
- (g) Subject to this clause, all other provisions of this Agreement relevant to full-time employees will apply to part-time employees on a pro-rata basis.

24.5 Apprentices

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

24.6 Notice Provisions for Fixed-Term Employees

The University will provide a fixed-term employee, other than an apprentice or a fixed term employee employed in circumstances covered by 24.2(c)(vii) – (ix), with least 4 weeks written notice of the University’s intention to renew, or not to renew, employment with the University upon the expiry of the contract.

24.7 Severance Pay for Fixed-Term Employees

- (a) A fixed term employee who is either:
 - (i) employed on a second or subsequent fixed-term contract, except for a fixed-term employee employed in the circumstances described in subclause 24.2(c)(vi) - (ix) above; or
 - (ii) employed on a first fixed-term contract, except for a fixed-term employee employed in the circumstances described in subclause 24.2(c)(vi) – (ix) above, and the duties of the position continue to be required on a fixed-term basis but another person has been appointed, or is to be appointed, to carry out those duties;

and whose contract of employment is not renewed in circumstances where the employee seeks to continue the employment will be entitled to the following severance payment:

Period of Continuous Service	Severance Pay
Less than 1 year	nil
1 year but less than 2 years	4 weeks
2 years but less than 3 years	6 weeks
3 years but less than 4 years	7 weeks
4 years or more	8 weeks

- (b) 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, it may defer payment of severance benefits for a maximum period of four weeks from the expiry of the period of fixed-term employment.

24.8 Terms of Appointment

The University will provide the employee with an instrument of appointment that sets out the type of employment and the terms of engagement at the time of the appointment in relation to:

- (a) for an employee other than a casual employee, the classification level and salary of the employee on commencement of the employment, and the hours to be worked;
- (b) for a fixed-term employee, the term of the employment and the circumstance(s) by reference to which the use of fixed-term contract for the type of employment has been decided for that employment;
- (c) for a casual employee, the duties required, the number of hours required, the rate of pay for each class of duty required and a statement that any additional duties required during the term will be paid for;
- (d) for any employee subject to probationary employment, the length and terms of the probation;
- (e) other main conditions of employment including the documentary, or other recorded sources from which such conditions derive, and the duties and reporting relationships which apply to the appointment can be ascertained.

24.9 Probation

- (a) The procedures set out in subclauses 29.1, 29.2 and 29.3 will not apply to employees serving a period of probation.
- (b) An employee may be required to serve a period of probation at the commencement of employment. The period of probation will be reasonable having regard to the nature and circumstances of the employment.
- (c) Any second or subsequent fixed term contract will not contain a period of probation where the employment is a continuation of the initial fixed-term employment.

- (d) An employee will be advised of, and given an opportunity to make response to, any adverse material about his/her performance or conduct 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.

25.0 WORKPLACE PLANNING AND CAREER DEVELOPMENT SCHEME

25.1 Preamble

- (a) The University is committed to providing all employees, including fixed-term staff, with the opportunity to be involved in the planning process within their work unit and to develop personal skills that complement their work unit's goals. The University is also committed to providing all employees with the opportunity to access a personal career development scheme to assist in enhancing career opportunities. The Workplace Planning and Career Development Scheme (WP&CDS) is designed to provide employees with an opportunity to plan and discuss career and development options with their supervisor.
- (b) The University is committed to the provision of training and career development opportunities for employees in order to:
 - (i) promote improved performance and efficiency;
 - (ii) achieve a more skilled and flexible workforce;
 - (iii) assist staff to extend and enhance their capabilities and capacity for advancement within the University; and
 - (iv) promote equal opportunity in employment.

25.2 Principles and Objectives

The broad principles and objectives of the WP&CDS are to:

- (i) link the scheme to University planning processes;
- (ii) align individual employee skills development with University goals and the goals of the work unit;
- (iii) provide a mechanism for identification at the individual level, of skills development and training needs and opportunities;
- (iv) support employees to plan their personal career goals and to develop skills in their current job as well as to facilitate opportunities for future jobs; and
- (v) provide a mechanism for constructive feedback, recognition and support.

25.3 Career Development Opportunities

- (a) Career development opportunities for individual employees should initially be identified through their WP&CDS discussions with their supervisor. A career development facilitator may be nominated to assist in career development planning. The University will provide sources for advice and support to assist employees and supervisors in identifying career development opportunities.
- (b) Development opportunities available through the WP&CDS may include on-the-job coaching, internal temporary transfers, attendance at training courses, networking and mentor relationships, job rotation or project and research work, broad banded

positions, additional leave, involvement in internal or external committees, and work or study fellowships.

- (c) The University will make available a central fund to support WP&CDS initiatives.
- (d) The University will consider the increased use of internal advertisement of positions to enhance career opportunities for existing staff.

25.4 Operation of the Workplace Planning and Career Development Scheme

- (a) A supervisor of a work unit will meet at least annually with all employees to set out the planning goals and objectives of the work unit for the next twelve months.
- (b) The planning meeting referred to in subclause 25.4(a) above will set the basis for individual skills and career development discussions between an employee and their supervisor. These discussions will consist of an annual planning meeting and subsequent meetings as necessary to review desired outcomes including a six monthly meeting to review progress towards achieving agreed outcomes.
- (c) The role of the supervisor in the WP&CDS is to clarify work unit goals as they relate to each employee, and to facilitate discussion of expectations on both sides. The supervisor is also responsible for assisting in and identifying career opportunities and work priorities, and for providing guidance, resources and constructive feedback.
- (d) An employee should initiate the WP&CDS discussion/meeting with their supervisor, and will be required to complete a standard document setting out their individual work priorities and development goals.
- (e) The parties recognise that through the monitoring or review of the WP&CDS between a supervisor and employee, it may be necessary to alter job focus and position descriptions to better reflect the work goals priorities established.
- (f) From time to time in identifying work unit priorities and aligning individual employee career goals, there may need to be some follow up action and/or changes to individual or work unit priorities.
- (g) The WP&CDS will not be used for disciplinary purposes against an employee.

25.5 Study Leave

- (a) Where a supervisor approves a course of study being undertaken by an employee which has direct relevance to their position, study time of half an hour for each one hour of class contact time is available up to a maximum of four hours per week.
- (b) In addition to the study time referred to in subclause 25.5(a) above, additional time off may be granted for the purpose of attending examinations required in the course of study.

25.6 Probation and Career Development Scheme

The WP&CDS will apply to a new employee following the satisfactory completion of the probationary period.

26.0 WORKLOADS

- (a) An employee who has concerns about the level of his/her workload, may raise the issue with his/her supervisor in the first instance.
- (b) Where, having taken action pursuant to subclause 26.0(a) above, the employee believes that his/her concerns remain unresolved, he/she may raise the issue with the supervisor's supervisor.
- (c) Where the employee believes that the steps in subclause 26.0(a) and (b) have not resolved his/her concerns, the matter may be referred to a committee comprising two nominees of the University and two nominees of the relevant union who will consider the matter and make a recommendation back to the supervisor.

27.0 JOB EVALUATION AND BROADBANDING

27.1 Job Evaluation

- (a) In evaluating the salary classifications for positions covered by Levels 1 to 9 of this Agreement, the University will use:
 - (i) the UNSW Job Evaluation System (the System) based upon the University of New South Wales Classification Descriptors for General and Salaried Staff (UNSW Classification Descriptors) which are included as Schedule 7.0 of this Agreement; and
 - (ii) information that accurately describes the position in a current position description. Where no current position description exists, one should be developed by the supervisor in consultation with the employee (where there is an incumbent).
- (b) The System will be:
 - (i) applied consistently for all positions covered by salary Levels 1 to 9 of this Agreement;
 - (ii) transparent with the process documented;
 - (iii) based on the principles of equity; and
 - (iv) based on the Schedule 7.0 descriptors.
- (c) A Job Evaluation Panel will be established which will:
 - (i) be composed of members agreed between the parties and consist of a range of employees across different areas of the University who are familiar with the System;
 - (ii) assist Human Resources as set out in the job evaluation procedures prescribed in subclause 27.1(d); and

- (iii) meet twice a year to review reports on new positions and reclassification submissions and outcomes, and consider and recommend any development of or modification to the System to the Director Human Resources.

Members of the Job Evaluation Panel will receive appropriate training in the UNSW Classification Descriptors and Job Evaluation System.

- (d) The salary classification of all positions will be determined by the Director Human Resources in accordance with subclause 27.1(a). The re-evaluation of an occupied position to a higher level will be in accordance with the following procedures:
 - (i) A supervisor of a work unit may apply, through a Dean, Director or equivalent, to Human Resources for the evaluation of an existing position.
 - (ii) If an employee is of the view that their level of work has so changed as to merit re-evaluation and a supervisor refuses to apply for such re-evaluation, the employee may have the position re-evaluated by Human Resources.
 - (iii) The University will deal with an application for re-evaluation of an existing position expeditiously.
 - (iv) Where the classification of a position is uncertain Human Resources will seek further information, (which may include a job evaluation questionnaire) and the assistance of a member of the Job Evaluation Panel in evaluating a position.
 - (v) Where an existing position is re-evaluated to a higher level, the effective date of the re-evaluation will be the date of submission to the University or an earlier date as agreed between the supervisor and the employee.
 - (vi) An application for re-evaluation will only result in a position being reclassified to a higher level or no change to the current level.
- (e) The University will establish a process by which general staff engaged on research only functions may apply to have their position assessed against the position descriptors for academic research positions. If the position is assessed to be more appropriately classified as an academic research position the employee will be offered a new contract of employment.
- (f) The unions will be provided with reports on new positions and reclassification submissions and outcomes not more than twice per year on request and will be given the opportunity of reviewing relevant documentation.

27.2 Broadbanding

- (a) Broadbanding involves the classification of a position across two or more classification levels in the UNSW Classification Descriptors for General and Salaried Staff (Schedule 7.0).
- (b) The parties' expectation is that most general staff positions in the University will be broadbanded.

- (c) Where a position is broadbanded across two or more classification levels, the incremental steps across those levels will be collapsed to create a new broadbanded incremental range with fewer incremental steps as set out in Schedule 6.0 of this Agreement.
- (d) The position description for a broadbanded position will include a description of:
 - (i) the range of duties and/or accountabilities for the position at each classification level consistent with the descriptors; and
 - (ii) the review process and the skill development requirements to be met to progress to the higher classification level.
- (e) An employee appointed to a broadbanded position will be appointed to the classification level consistent with the range of duties and accountabilities to be undertaken.
- (f) In addition to the position description referred to in subclause 27.2(d) above, an employee and his/her supervisor will discuss through the Career Development Scheme how their skill development in the position will be facilitated.
- (g) A proposal to broadband a position must be submitted to the Director Human Resources, and receive the approval of the relevant Senior Manager prior to implementation.
- (h) Progression to a new classification level within a broadbanded position must be authorised by both the employee's supervisor and the relevant Senior Manager or nominee, based on the fact that there is work available commensurate with the higher level or the person's skill and expertise in the position has developed to the appropriate level.

27.3 Process for the Broadbanding of Existing Positions

- (a) Following relevant training by the University and in the first 6 months from certification of this Agreement, supervisors of general staff will be required to advise the Director Human Resources or nominee whether each position they supervise:
 - (i) has already been broadbanded; or
 - (ii) can be broadbanded; or
 - (iii) cannot be broadbanded.
- (b) The supervisor will advise the employee of the assessment in writing. Where a supervisor assesses that a position can be broadbanded, a new broadbanded position description is to be written by the supervisor with the employee.
- (c) The employee may dispute the supervisor's assessment or the terms of a new broadbanded position description by advising the Director Human Resources or nominee within two weeks of receipt of written advice of the supervisor's assessment or the development of the new position description. Where an employee disputes the assessment of the supervisor, the Director Human Resources will refer the case to a Broadbanding Review Joint Committee (BRJC).

- (d) The BRJC will comprise two nominees of the University and two nominees of the Unions.
- (e) Members of the BRJC will be either continuing or fixed-term employees of the University. The University will ensure members of the BRJC are appropriately trained in the University's job evaluation system.
- (f) Where a position has been referred to it for review, the BRJC will review the assessment of the supervisor and provide a recommendation to the Director Human Resources as to whether the position should be broadbanded.
- (g) Where, on the advice provided by the BRJC, the Director Human Resources, approves a recommendation of the BRJC on whether or not to broadband a position, he or she will advise (in writing) the employee occupying the relevant position and the supervisor of such approval.
- (h) Where, on the advice provided by the BRJC, the Director Human Resources, has formed the view that the recommendation of the BRJC should not be approved, he or she will, prior to taking either a decision on the recommendation or any further administrative action, meet with the members of the BRJC to:
 - (i) explain the reason(s) for such view; and
 - (ii) seek further advice, clarification and/or information on its recommendation.
- (i) After fulfilling the requirements of subclause 27.3(h), the Director Human Resources, will make a decision on whether or not to approve the recommendation of the BRJC and will advise (in writing) the employee occupying the relevant position of the decision and the reasons for the decision.
- (j) The decision of the Director Human Resources, on the recommendation of the BRJC will be final.
- (k) The process of review of all positions should be completed within 18 months of the certification of this Agreement.

27.4 Broadbanding Maintenance Allowance

- (a) A full-time employee covered by this Agreement at the date of certification of the Agreement by the AIRC will receive an allowance of \$500 per annum from the first full pay period 18 months after certification of the Agreement unless he/she has progressed to a higher classification from the date of certification of the Agreement. Part-time employees will receive the allowance on a pro rata basis.
- (b) The allowance referred to in subclause 27.4(a) will cease if the employee subsequently moves to a higher classification.

28.0 OCCUPATIONAL HEALTH AND SAFETY

- (a) The University is committed to meeting its 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 unions have the opportunity to nominate an appropriate number of representatives onto the various University Occupational Health and Safety committees.
- (c) The University will ensure that employees, and in particular health and safety committee members and representatives, receive appropriate training in occupational health and safety that may include but will not be limited to:

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

28.1 First Aid

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

29.0 PERFORMANCE MANAGEMENT AND MISCONDUCT

Any decision to terminate an employee's employment with the University for disciplinary reasons will only occur in accordance with this clause.

29.1 Management of Unsatisfactory Performance

- (a) A supervisor should first make every effort to resolve instances of possible unsatisfactory performance through guidance, counselling, staff development and/or appropriate work allocation.
- (b) Where the steps in subclause 29.1(a) have been unsuccessful, the supervisor will formalise the performance concerns by making the employee aware of the perceived deficiencies in performance and identifying the performance standard required.
- (c) The employee will be given an opportunity to respond to the supervisor's concerns and to raise any mitigating circumstances.
- (d) If the supervisor remains concerned about the employee's performance having considered any response by the employee, the supervisor will provide the necessary guidance, assistance, training or counselling to enable the employee to meet the appropriate performance standard.
- (e) The supervisor should allow a reasonable timeframe for the employee to improve performance taking into account the duties required of the position. The timeframe should be established in consultation with the employee and will not normally be less

than three months. The supervisor should meet regularly with the employee during the review period.

- (f) Where the supervisor believes that the employee's performance remains unsatisfactory following the steps set out in subclauses 29.1(b) – (e) above, the supervisor will advise the employee in writing of the deficiencies in performance, and of any further proposed action. The employee will have an opportunity to make a response to the supervisor's assessment.

29.1.1 Withholding of an Increment

- (a) A supervisor who proposes to withhold an increment from an employee entitled to incremental progression in accordance with clause 15.0 will:
 - (i) Advise the employee of the reasons for the proposed withholding of the increment; and
 - (ii) Give the employee an opportunity to respond to the reasons provided; and
 - (iii) Allow sufficient opportunity (usually at least 3 months) for the employee to improve performance to the standard required to progress to the next incremental step.
- (b) Where the steps referred to in subclause 29.1.1(a) have been carried out and the supervisor remains of the view that the increment should be withheld, the supervisor will make a recommendation to the Deputy Vice-Chancellor who will make a final determination.

29.2 Management of Allegations of Misconduct or Serious Misconduct

- (a) A supervisor will seek to resolve an allegation of misconduct through guidance, counselling or other appropriate action in the first instance.
- (b) Where the steps in subclause 29.2(a) have been unsuccessful or are inappropriate due to the serious nature of the allegation(s), a supervisor will provide a report to their supervisor detailing the allegation(s) of misconduct or serious misconduct against the employee. A copy of the report will be provided to the employee. The employee will be given an opportunity to respond to the allegation(s) and to raise any mitigating circumstances.
- (c) Having considered the employee's response, and any other relevant material, the supervisor's supervisor will advise the employee of any proposed action.

29.3 Recommendation to Terminate Employment

- (a) A supervisor or supervisor's supervisor who proposes to terminate the employment of an employee following the procedures outlined in subclauses 29.1 or 29.2 will prepare a recommendation for consideration by the Deputy Vice-Chancellor.
- (b) The recommendation will clearly set out the reasons for the recommendation, the steps taken by the University in accordance with subclauses 29.1 or 29.2 (whichever is applicable) and any response made by the employee, including mitigating circumstances and any other relevant material.

- (c) A copy of the recommendation will be provided to the employee. An employee will have a period of seven working days after being provided with a copy of the recommendation to provide to the Deputy Vice-Chancellor a submission in response to the recommendation.
- (d) Pending receipt of any response by the employee in accordance with subclause 29.3(c) above, the Deputy Vice-Chancellor may direct the employee to be absent from the workplace on full pay.
- (e) The Deputy Vice-Chancellor will make a final determination as to whether the employment should be terminated having taken into account both the supervisor's recommendation and any response by the employee.

Part 6 LEAVE

30.0 ANNUAL LEAVE

30.1 Entitlement

- (a) An employee (other than a 7 day continuous shift worker or a casual employee) will be entitled, after the completion of each 12 months of service, to take 4 weeks annual leave at his/her base rate of pay in addition to any public holiday occurring while he/she is on annual leave.
- (b) A 7 day continuous shift worker will be entitled, after the completion of each 12 months of service, to take 5 weeks annual leave at his/her base rate of pay, in addition to any public holidays occurring while he/she is on annual leave.
- (c) Annual leave will accrue from month to month, provided that where the services of an employee terminate for any reason, credit will be given for periods of less than one month in computing any leave that may be due.
- (d) In the event of the death of an employee, the monetary value of all annual leave for which the employee was eligible at the time of death will be paid to his/her legal personal representative, unless paid by the University to the employee's widow or widower or to the guardian of the infant children of the employee.

30.2 Employee may be directed to take annual leave

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

30.3 Maximum accrual of annual leave

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

30.4 Annual leave forfeited

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

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

and

- (b) given the opportunity to take the annual leave.

30.5 Effect of leave without pay on annual leave

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

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

Where an employee is granted and takes long service leave at half pay, annual leave will accrue at half the rate described in clause 30.1.

30.7 Illness during annual leave

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

30.8 Annual leave loading

- (a) Employees other than 7 day continuous shift workers and casual employees will be granted an annual leave loading equivalent to 17½% of 4 weeks at the base rate of pay. The loading payable will not in any case exceed the loading on the maximum salary equivalent to that applicable to an employee working 35 hours per week whose position is classified at Level 9.
- (b) A shift workers proceeding on annual leave will be paid the greater of:
 - (i) in respect of leave taken in any period of 12 months, shift penalties (or other allowance paid on a regular basis in lieu thereof) he/she would have received had he/she not been on annual leave; or
 - (ii) the 17½% annual leave loading as prescribed in subclause 30.8(a). In the case of 7 day continuous shift workers, the 17½% annual leave loading is to be calculated on the basis of 17½% of 5 weeks base rate of pay.
 - (iii) payment of shift penalties will not be made for public holidays that occur during annual leave, or to leave that has been added to a period of annual leave

in compensation for public holidays worked, or public holidays that fall on a 7 day shift worker's rostered day off.

(c) Payment of leave loading on termination

- (i) Upon retirement or termination by the University for any reason other than misconduct, an employee who has not been paid an annual leave loading to which he/she is entitled will be paid the loading that would have been payable had the retirement or termination not occurred.
 - (ii) On resignation or dismissal for misconduct, annual leave loading is not payable when an employee is granted annual leave to his/her credit, or the monetary value thereof.
- (d) Broken service during a year does not attract the annual leave loading. For example, if an employee resigns and is subsequently re-employed during the same year, only the service from the date of re-employment attracts the annual leave loading, subject to the above conditions.
- (e) The annual leave loading is to be calculated on the base rate of pay in force on the date the employee is proceeding on annual leave, or at the base rate of pay in force on the date the annual leave loading is paid.
- (f) Part-time employees who satisfy the above conditions are eligible for the annual leave loading.

31.0 SICK LEAVE

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

- (i) inform his/her supervisor or nominee as soon as practicable of his/her inability to attend for duty;
 - (ii) state the estimated duration of the absence.
- (e) The parties agree that during the life of this Agreement, discussions will be held about the feasibility of pooling sick leave, carer's leave and other types of leave.

32.0 LONG SERVICE LEAVE

- (a) An employee (other than a casual employee) will be eligible for long service leave as follows:
- (i) After ten years service (whether continuous or broken) to three months leave on full pay or six months leave on half pay.
 - (ii) After fifteen years service (whether continuous or broken) to four months and fifteen days leave on full pay or nine months leave on half pay.
 - (iii) For service between ten years and fifteen years (whether continuous or broken) leave will accrue proportionately on the basis of subclause 32.0(a)(i) above.
 - (iv) For service in excess of fifteen years (whether continuous or broken), leave additional to that prescribed in subclause 32.0(a)(ii), pro-rata at a rate of two months and fifteen days on full pay or five months on half pay, for each completed five years of service.
 - (v) Where an employee has completed at least five years continuous service, but less than ten years continuous service, and his/her services are terminated by the University for any reason other than for serious and wilful misconduct, or by the employee on account of illness, incapacity, or domestic or other pressing necessity, or by reason of the death of the employee, such employee will be entitled to a proportionate amount of long service leave on the basis of three months for fifteen years service. For the purposes of the application of this provision, it will be interpreted in the same manner as the similar provision in the *New South Wales Long Service Leave Act, 1955*, as amended.
- (b) A casual employee will be eligible for long service leave as provided for in the *New South Wales Long Service Leave Act, 1955*, as amended.
- (c) If an employee has an entitlement to long service leave under subclause 32.0(a)(i)-(iv) above, but prior to entering upon such leave has his/her employment terminated by dismissal or by notice duly given by either party, he/she will be entitled to receive the monetary value of the leave at credit computed at the rate of salary which such employee was receiving immediately prior to the termination of employment.
- (d) In the event of the death of any employee, the monetary value of all long service leave for which the employee was eligible at the time of death will be paid to his/her legal personal representative unless paid by the University to the employee's widow or widower or to the guardian of the infant children of the employee.

- (e) For the purpose of calculating service in respect of subclause 32.0(a)
 - (i) Any periods of leave without pay will not count as service when determining whether an employee has completed ten years service.
 - (ii) Any periods of leave without pay prior to completing ten years service will not count as service for the purposes of long service leave.
 - (iii) Any period of leave without pay not exceeding six months will count for long service leave purposes where an employee has completed ten or more years service but where such period of leave without pay exceeds six months, the whole period of leave without pay will not count as service.
 - (iv) Where an employee is granted leave for service in the Australian Defence Forces, such service will be counted as ordinary service in computing long service leave.

- (f) For persons entering employment with the University on or after 1 January 1974, eligibility for long service leave will be determined taking into account prior continuous full-time and part-time paid service with other Australian universities which grant transferability of service with Australian universities for long service leave to employees provided that:
 - (i) Prior continuous full-time paid service with another or other Australian university/universities prior to 1 January 1969, will not be taken into account when determining eligibility for long service leave;
 - (ii) Where an employee has availed himself or herself of long service leave or is eligible to be paid or has been paid in lieu of long service leave by the releasing university, he/she will not accrue any entitlement to leave for the period of service with the releasing university for which leave has been paid or for which there is eligibility for payment, but subject to these conditions such a period will be included as qualifying service for determining when he/she is eligible to take long service leave under this Agreement;
 - (iii) Where there is not more than two months between the cessation of employment with a releasing university and the commencement of employment with a receiving university, continuity of service will be deemed not to have been broken for the purposes of long service leave, however the period between the two contracts of employment will not be taken into account in determining length of service for long service leave;
 - (iv) The employee will be required to serve at least five years with the University before being permitted to take accrued long service leave or be paid in lieu on termination of employment, except that in eligible cases, payment in lieu of such leave will be made when an employee:
 - (aa) dies;
 - (ab) retires on or after 60 years of age or such other age as the retirement provisions of the NSW Superannuation Act may provide; or
 - (ac) receives an invalid or breakdown pension under the provisions of the NSW Superannuation Act.

- (v) These conditions will not apply to persons accepting short-term appointments at the receiving University. However when a person is given an appointment which is not short-term full recognition for all prior continuous service will be given in accordance with these conditions.
- (g) An employee with continuous casual service with the University will have continuous casual service from 9 May 1985 recognised for long service leave purposes in accordance with the provisions of the *New South Wales Long Service Leave Act 1955*, as amended.
- (h) Where more favourable long service leave provisions have been extended to employees, prior to the making of this Agreement, such employees employed at the date of the making of this Agreement will not be disadvantaged in relation to long service leave entitlements, because of the making of this Agreement for any periods of service prior to the making of this Agreement.
- (i) The University may from time to time agree that certain periods of leave without pay taken after 1 July 1971 may count as service.
- (j) **Cashing out Long Service Leave**

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

33.0 PARENTAL LEAVE

33.1 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.

33.2 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 (including same-sex partner) of an employee prior to the employee adopting the child.

33.3 Conditions for Maternity and Adoption Leave

- (a) Where an employee takes maternity leave or adoption leave in accordance with subclause 33.1 or 33.2 above, 14 weeks of the leave will be on full pay, in addition to

any public holiday occurring while he/she is on parental leave. The remaining period of the leave will be unpaid.

- (b) For part-time employees, the paid portion of the leave will be paid at the proportionate part-time rate of pay. Where a full-time employee has converted to part-time 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 33.1 and 33.2, an employee may apply to the University for additional unpaid leave.

33.4 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 part-time employees, the paid portion of the leave will be paid at the appropriate part-time rate of pay.
- (b) In addition to the 10 days paid leave set out in subclause 33.4(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 33.4(a) and (b), an employee may apply to their supervisor for additional unpaid partner leave.

33.5 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.

33.6 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 (including same-sex 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.

33.7 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 33.7(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 33.3 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.

33.8 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 33.8(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.

33.9 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.

33.10 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 staff member 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 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 33.10(a) above.

33.11 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 9.0 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.

33.12 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 part-time basis for a defined period following the completion of the parental leave.
- (c) An application to return to work on a part-time 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 part-time basis in the position which s/he 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 part-time 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 part-time employment.
- (e) At the conclusion of the period of part-time 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 33.11(c) and (d) above will apply.

- (f) Prior to the expiry of the defined period provided for in subclause 33.12(b) above, additional part-time employment may be negotiated between an employee and the supervisor.

34.0 CARER'S LEAVE

34.1 Interpretation

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

“immediate family” covers:

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

34.2 Entitlement to Carer’s leave

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

34.3 Conditions of Carer’s Leave

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

- (a) Normally the employee must be responsible for the care and support of the person concerned.

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

35.0 BEREAVEMENT LEAVE

- (a) Bereavement leave of three days per year is allowed in relation to the death of an immediate family member as defined in Clause 34.1 - Carer's Leave.
- (b) A further absence of up to three days may be allowed in any one year in relation to the death of an immediate family member with the approval of the Director Human Resources.
- (c) Access to leave to meet ceremonial or religious requirements regarding bereavement, may be made available with the approval of the Director Human Resources or nominee.
- (d) If an employee is on a period of approved leave at the time of death of an immediate family member, he/she may apply for up to 3 days bereavement leave, and be recredited the other period of leave.

36.0 SPECIAL LEAVE

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

37.0 OBSERVATION OF HOLY DAYS AND ESSENTIAL RELIGIOUS OR CULTURAL DUTIES

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

38.0 JURY LEAVE AND WITNESS LEAVE

38.1 Jury leave

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

38.2 Witness leave

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

39.0 DEFENCE FORCES LEAVE

39.1 Amount of Leave

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

- (a) annual training:

Navy	13 calendar days
Army	14 calendar days
Air Force	16 calendar days
- (b) school, class or course of instruction:

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

39.2 Additional Leave

- (a) Additional leave not exceeding 4 calendar days in any year ending 30 June may be granted on written certification of its necessity by the employee's Commanding Officer.
- (b) Any further leave may be granted as a charge against the employee's accrued annual leave, or as leave without pay.

39.3 Refusal of Leave

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

40.0 PUBLIC HOLIDAYS

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

New Year's Day

Australia Day

Good Friday

Easter Monday

Anzac Day

Queen's Birthday

Labour Day

Christmas Day

Boxing Day

August Bank Holiday (to be taken on the first weekday after Boxing Day) and all other proclaimed Public Holidays for the state of NSW

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

Part 7 MISCELLANEOUS

41.0 STAFF PERSONNEL FILES

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

42.0 NO EXTRA CLAIMS

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

43.0 DISPUTE RESOLUTION PROCEDURES

- (a) Where a dispute arises, or is considered likely to arise, regarding 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 relevant union.
- (c) Where the steps in subclause 43.0(b) are unsuccessful, a representative of the union(s) and a representative of the University will discuss the dispute and attempt to reach agreement.
- (d) Where a dispute is not resolved under subclause 43.0(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(s).
- (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 subclauses 43.0(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.
- (g) The parties may agree to refer the dispute to a mediator agreed to by the parties. The parties will implement any agreed outcome from the mediation 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.

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

.....
(Signature)

.....
(Name)

in the presence of

.....
(Witness signature)

.....
(Witness name)

date

.....

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

.....
(Signature)

.....
(Name)

in the presence of

.....
(Witness signature)

.....
(Witness name)

date

.....

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

.....
(Signature)

.....
(Name)

in the presence of

.....
(Witness signature)

.....
(Witness name)

date

.....

Signed for and

on behalf of the
Australian Manufacturing
Workers' Union

.....
(Signature)

.....
(Name)

in the presence of

.....
(Witness signature)

.....
(Witness name)

date

.....

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

.....
(Signature)

.....
(Name)

in the presence of

.....
(Witness signature)

.....
(Witness name)

date

.....

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

.....
(Signature)

.....
(Name)

in the presence of

.....
(Witness signature)

.....
(Witness name)

date

.....

Signed for and

on behalf of the
University of New South Wales

.....
(Signature)

.....
(Name)

in the presence of

.....
(Witness signature)

.....
(Witness name)

date

.....

Part 8 SCHEDULES

Schedule 1.0 Translation of Salary Points under *UNSW (General Staff) Enterprise Agreement 2000* to Salary Points under *UNSW (General Staff) Enterprise Agreement 2003*

This Agreement removes the pre-existing step 1 for each level except Level 1. The effect of this on each of the levels is described below and can be seen in Schedules 1.1 and 1.2.

LEVEL 1

Existing Step	Step on Certification
Old Step 1	New Step 1
Old Step 2	New Step 2
Old Step 3	New Step 3
Old Step 4	New Step 4
Old Step 5	New Step 5

LEVEL 2

Existing Step	Step on Certification
Old Step 1	New Step 1
Old Step 2	New Step 1
Old Step 3	New Step 2

LEVEL 3

Existing Step	Step on Certification
Old Step 1	New Step 1
Old Step 2	New Step 1
Old Step 3	New Step 2
Old Step 4	New Step 3
Old Step 5	New Step 4
Old Step 6	New Step 5

LEVEL 4

Existing Step	Step on Certification
Old Step 1	New Step 1
Old Step 2	New Step 1
Old Step 3	New Step 2
Old Step 4	New Step 3

LEVEL 5

Existing Step	Step on Certification
Old Step 1	New Step 1
Old Step 2	New Step 1
Old Step 3	New Step 2
Old Step 4	New Step 3
Old Step 5	New Step 4
Old Step 6	New Step 5

LEVEL 6

Existing Step	Step on Certification
Old Step 1	New Step 1
Old Step 2	New Step 1
Old Step 3	New Step 2
Old Step 4	New Step 3

LEVEL 7

Existing Step	Step on Certification
Old Step 1	New Step 1
Old Step 2	New Step 1
Old Step 3	New Step 2
Old Step 4	New Step 3
Old Step 5	New Step 4

LEVEL 8

Existing Step	Step on Certification
Old Step 1	New Step 1
Old Step 2	New Step 1
Old Step 3	New Step 2
Old Step 4	New Step 3
Old Step 5	New Step 4
Old Step 6	New Step 5

LEVEL 9

Existing Step	Step on Certification
Old Step 1	New Step 1
Old Step 2	New Step 1
Old Step 3	New Step 2
Old Step 4	New Step 3

Schedule 1.1 GENERAL STAFF SALARY RATES (35 HOUR WEEK)

Level	Old Step	20/12/02 2½%	New Step	Certifi- cation	1/6/03 2%	1/11/03 2%	1/6/04 2%	1/11/04 2%	1/6/05 2%	1/11/05 2%
LEVEL 1	Old Step 1	\$26,130	New Step 1	\$26,130	\$26,653	\$27,186	\$27,729	\$28,284	\$28,850	\$29,427
	Old Step 2	\$26,869	New Step 2	\$26,869	\$27,406	\$27,955	\$28,514	\$29,084	\$29,666	\$30,259
	Old Step 3	\$27,609	New Step 3	\$27,609	\$28,161	\$28,724	\$29,299	\$29,885	\$30,483	\$31,092
	Old Step 4	\$28,346	New Step 4	\$28,346	\$28,913	\$29,491	\$30,081	\$30,683	\$31,296	\$31,922
	Old Step 5	\$29,085	New Step 5	\$29,085	\$29,667	\$30,260	\$30,865	\$31,483	\$32,112	\$32,754
LEVEL 2	Old Step 1	\$29,085								
	Old Step 2	\$29,864	New Step 1	\$29,864	\$30,461	\$31,071	\$31,692	\$32,326	\$32,972	\$33,632
	Old Step 3	\$30,629	New Step 2	\$30,629	\$31,242	\$31,866	\$32,504	\$33,154	\$33,817	\$34,493
LEVEL 3	Old Step 1	\$30,629								
	Old Step 2	\$31,557	New Step 1	\$31,557	\$32,188	\$32,832	\$33,489	\$34,158	\$34,841	\$35,538
	Old Step 3	\$32,485	New Step 2	\$32,485	\$33,135	\$33,797	\$34,473	\$35,163	\$35,866	\$36,583
	Old Step 4	\$33,411	New Step 3	\$33,411	\$34,079	\$34,761	\$35,456	\$36,165	\$36,888	\$37,626
	Old Step 5	\$34,339	New Step 4	\$34,339	\$35,026	\$35,726	\$36,441	\$37,170	\$37,913	\$38,671
	Old Step 6	\$35,265	New Step 5	\$35,265	\$35,970	\$36,690	\$37,424	\$38,172	\$38,935	\$39,714
LEVEL 4	Old Step 1	\$35,265								
	Old Step 2	\$36,274	New Step 1	\$36,274	\$36,999	\$37,739	\$38,494	\$39,264	\$40,049	\$40,850
	Old Step 3	\$37,281	New Step 2	\$37,281	\$38,027	\$38,787	\$39,563	\$40,354	\$41,161	\$41,984
	Old Step 4	\$38,288	New Step 3	\$38,288	\$39,054	\$39,835	\$40,632	\$41,444	\$42,273	\$43,119
LEVEL 5	Old Step 1	\$38,288								
	Old Step 2	\$39,605	New Step 1	\$39,605	\$40,397	\$41,205	\$42,029	\$42,870	\$43,727	\$44,602
	Old Step 3	\$40,920	New Step 2	\$40,920	\$41,738	\$42,573	\$43,425	\$44,293	\$45,179	\$46,083
	Old Step 4	\$42,237	New Step 3	\$42,237	\$43,082	\$43,943	\$44,822	\$45,719	\$46,633	\$47,566
	Old Step 5	\$43,553	New Step 4	\$43,553	\$44,424	\$45,313	\$46,219	\$47,143	\$48,086	\$49,048
	Old Step 6	\$44,872	New Step 5	\$44,872	\$45,769	\$46,685	\$47,619	\$48,571	\$49,542	\$50,533
LEVEL 6	Old Step 1	\$44,872								
	Old Step 2	\$46,444	New Step 1	\$46,444	\$47,373	\$48,320	\$49,287	\$50,272	\$51,278	\$52,303
	Old Step 3	\$47,998	New Step 2	\$47,998	\$48,958	\$49,937	\$50,936	\$51,955	\$52,994	\$54,054
	Old Step 4	\$49,574	New Step 3	\$49,574	\$50,565	\$51,577	\$52,608	\$53,660	\$54,734	\$55,828
LEVEL 7	Old Step 1	\$49,574								
	Old Step 2	\$50,982	New Step 1	\$50,982	\$52,002	\$53,042	\$54,103	\$55,185	\$56,288	\$57,414
	Old Step 3	\$52,394	New Step 2	\$52,394	\$53,442	\$54,511	\$55,601	\$56,713	\$57,847	\$59,004
	Old Step 4	\$53,805	New Step 3	\$53,805	\$54,881	\$55,979	\$57,098	\$58,240	\$59,405	\$60,593
	Old Step 5	\$55,214	New Step 4	\$55,214	\$56,318	\$57,445	\$58,594	\$59,765	\$60,961	\$62,180
LEVEL 8	Old Step 1	\$55,214								
	Old Step 2	\$57,042	New Step 1	\$57,042	\$58,183	\$59,346	\$60,533	\$61,744	\$62,979	\$64,239
	Old Step 3	\$58,857	New Step 2	\$58,857	\$60,034	\$61,235	\$62,460	\$63,709	\$64,983	\$66,283
	Old Step 4	\$60,683	New Step 3	\$60,683	\$61,897	\$63,135	\$64,397	\$65,685	\$66,999	\$68,339
	Old Step 5	\$62,498	New Step 4	\$62,498	\$63,748	\$65,023	\$66,323	\$67,650	\$69,003	\$70,383
	Old Step 6	\$64,325	New Step 5	\$64,325	\$65,612	\$66,924	\$68,262	\$69,627	\$71,020	\$72,440
LEVEL 9	Old Step 1	\$64,325								
	Old Step 2	\$66,366	New Step 1	\$66,366	\$67,693	\$69,047	\$70,428	\$71,837	\$73,273	\$74,739
	Old Step 3	\$68,409	New Step 2	\$68,409	\$69,777	\$71,173	\$72,596	\$74,048	\$75,529	\$77,040
	Old Step 4	\$70,449	New Step 3	\$70,449	\$71,858	\$73,295	\$74,761	\$76,256	\$77,781	\$79,337
LEVEL 10 and above	Minimum point	\$70,480	Minimum Point	\$72,421	\$73,869	\$75,347	\$76,853	\$78,391	\$79,959	\$81,558

Schedule 1.2

GENERAL STAFF SALARY RATES (38 HOUR WEEK)

Level	Old Step	20/12/02 2½%	New Step	Certifi- cation	1/6/03 2%	1/11/03 2%	1/6/04 2%	1/11/04 2%	1/6/05 2%	1/11/05 2%
LEVEL 1	Old Step 1	\$28,375	New Step 1	\$28,375	\$28,943	\$29,521	\$30,112	\$30,714	\$31,328	\$31,955
	Old Step 2	\$29,166	New Step 2	\$29,166	\$29,750	\$30,345	\$30,952	\$31,571	\$32,202	\$32,846
	Old Step 3	\$29,971	New Step 3	\$29,971	\$30,570	\$31,182	\$31,805	\$32,442	\$33,090	\$33,752
	Old Step 4	\$30,778	New Step 4	\$30,778	\$31,393	\$32,021	\$32,662	\$33,315	\$33,981	\$34,661
	Old Step 5	\$31,584	New Step 5	\$31,584	\$32,216	\$32,860	\$33,518	\$34,188	\$34,872	\$35,569
LEVEL 2	Old Step 1	\$31,584								
	Old Step 2	\$32,432	New Step 1	\$32,432	\$33,081	\$33,742	\$34,417	\$35,105	\$35,808	\$36,524
	Old Step 3	\$33,251	New Step 2	\$33,251	\$33,916	\$34,594	\$35,286	\$35,992	\$36,712	\$37,446
LEVEL 3	Old Step 1	\$33,251								
	Old Step 2	\$34,259	New Step 1	\$34,259	\$34,944	\$35,643	\$36,355	\$37,083	\$37,824	\$38,581
	Old Step 3	\$35,265	New Step 2	\$35,265	\$35,970	\$36,690	\$37,424	\$38,172	\$38,936	\$39,714
	Old Step 4	\$36,274	New Step 3	\$36,274	\$36,999	\$37,739	\$38,494	\$39,264	\$40,049	\$40,850
	Old Step 5	\$37,281	New Step 4	\$37,281	\$38,027	\$38,787	\$39,563	\$40,354	\$41,162	\$41,985
	Old Step 6	\$38,288	New Step 5	\$38,288	\$39,054	\$39,835	\$40,631	\$41,444	\$42,273	\$43,118
LEVEL 4	Old Step 1	\$38,288								
	Old Step 2	\$39,376	New Step 1	\$39,376	\$40,164	\$40,967	\$41,787	\$42,622	\$43,475	\$44,344
	Old Step 3	\$40,477	New Step 2	\$40,477	\$41,287	\$42,113	\$42,955	\$43,814	\$44,690	\$45,584
	Old Step 4	\$41,567	New Step 3	\$41,567	\$42,398	\$43,246	\$44,111	\$44,993	\$45,893	\$46,811
LEVEL 5	Old Step 1	\$41,567								
	Old Step 2	\$43,003	New Step 1	\$43,003	\$43,863	\$44,740	\$45,635	\$46,548	\$47,479	\$48,428
	Old Step 3	\$44,429	New Step 2	\$44,429	\$45,317	\$46,224	\$47,148	\$48,091	\$49,053	\$50,034
	Old Step 4	\$45,852	New Step 3	\$45,852	\$46,769	\$47,705	\$48,659	\$49,632	\$50,625	\$51,637
	Old Step 5	\$47,289	New Step 4	\$47,289	\$48,235	\$49,200	\$50,184	\$51,188	\$52,211	\$53,256
	Old Step 6	\$48,714	New Step 5	\$48,714	\$49,688	\$50,682	\$51,696	\$52,730	\$53,784	\$54,860
LEVEL 6	Old Step 1	\$48,714								
	Old Step 2	\$50,420	New Step 1	\$50,420	\$51,428	\$52,457	\$53,506	\$54,576	\$55,667	\$56,781
	Old Step 3	\$52,112	New Step 2	\$52,112	\$53,154	\$54,217	\$55,302	\$56,408	\$57,536	\$58,687
	Old Step 4	\$53,818	New Step 3	\$53,818	\$54,894	\$55,992	\$57,112	\$58,254	\$59,419	\$60,607
LEVEL 7	Old Step 1	\$53,818								
	Old Step 2	\$55,350	New Step 1	\$55,350	\$56,457	\$57,586	\$58,738	\$59,913	\$61,111	\$62,333
	Old Step 3	\$56,881	New Step 2	\$56,881	\$58,019	\$59,179	\$60,363	\$61,570	\$62,802	\$64,058
	Old Step 4	\$58,413	New Step 3	\$58,413	\$59,581	\$60,773	\$61,988	\$63,228	\$64,492	\$65,782
	Old Step 5	\$59,943	New Step 4	\$59,943	\$61,142	\$62,365	\$63,612	\$64,884	\$66,182	\$67,506
LEVEL 8	Old Step 1	\$59,943								
	Old Step 2	\$61,933	New Step 1	\$61,933	\$63,171	\$64,435	\$65,723	\$67,038	\$68,379	\$69,746
	Old Step 3	\$63,909	New Step 2	\$63,909	\$65,187	\$66,491	\$67,820	\$69,177	\$70,560	\$71,972
	Old Step 4	\$65,882	New Step 3	\$65,882	\$67,200	\$68,544	\$69,914	\$71,313	\$72,739	\$74,194
	Old Step 5	\$67,857	New Step 4	\$67,857	\$69,214	\$70,598	\$72,010	\$73,451	\$74,920	\$76,418
	Old Step 6	\$69,832	New Step 5	\$69,832	\$71,229	\$72,653	\$74,107	\$75,589	\$77,100	\$78,642
LEVEL 9	Old Step 1	\$69,832								
	Old Step 2	\$72,050	New Step 1	\$72,050	\$73,491	\$74,961	\$76,460	\$77,990	\$79,549	\$81,140
	Old Step 3	\$74,266	New Step 2	\$74,266	\$75,752	\$77,267	\$78,812	\$80,388	\$81,996	\$83,636
	Old Step 4	\$76,484	New Step 3	\$76,484	\$78,014	\$79,574	\$81,166	\$82,789	\$84,445	\$86,134

Schedule 2.0 CASUAL STAFF RATES OF PAY

			Certifi- cation	1/11/03	1/06/04	1/01/05	1/06/05	1/01/06
	Base Rate Increase		2%	2%	2%	2%	2%	2%
	Casual Loading		21.875%	21.875%	21.875%	22%	22%	23%
Level 1	Base Rate of Pay	Point 1	14.64	14.94	15.24	15.54	15.85	16.17
	Total Hourly Rate		17.85	18.21	18.57	18.96	19.34	19.89
	Base Rate of Pay	Point 2	16.30	16.63	16.96	17.30	17.64	18.00
	Total Hourly Rate		19.87	20.26	20.67	21.10	21.53	22.14
Level 2	Base Rate of Pay	Point 1	16.74	17.07	17.41	17.76	18.12	18.48
	Total Hourly Rate		20.40	20.81	21.22	21.67	22.10	22.73
	Base Rate of Pay	Point 2	17.17	17.51	17.86	18.22	18.58	18.95
	Total Hourly Rate		20.92	21.34	21.77	22.22	22.67	23.31
Level 3	Base Rate of Pay	Point 1	17.69	18.04	18.40	18.77	19.14	19.53
	Total Hourly Rate		21.55	21.99	22.43	22.90	23.36	24.02
	Base Rate of Pay	Point 2	19.76	20.16	20.56	20.97	21.39	21.82
	Total Hourly Rate		24.09	24.57	25.06	25.59	26.10	26.84
Level 4	Base Rate of Pay	Point 1	20.33	20.74	21.15	21.57	22.01	22.45
	Total Hourly Rate		24.78	25.27	25.78	26.32	26.85	27.61
	Base Rate of Pay	Point 2	21.46	21.89	22.33	22.77	23.23	23.69
	Total Hourly Rate		26.15	26.68	27.21	27.78	28.34	29.14
Level 5	Base Rate of Pay	Point 1	22.20	22.64	23.09	23.56	24.03	24.51
	Total Hourly Rate		27.05	27.59	28.15	28.74	29.31	30.14
	Base Rate of Pay	Point 2	25.15	25.65	26.16	26.69	27.22	27.77
	Total Hourly Rate		30.65	31.26	31.89	32.56	33.21	34.15
Level 6	Base Rate of Pay	Point 1	26.03	26.55	27.08	27.62	28.17	28.74
	Total Hourly Rate		31.72	32.36	33.00	33.70	34.37	35.35
	Base Rate of Pay	Point 2	27.78	28.34	28.91	29.48	30.07	30.67
	Total Hourly Rate		33.86	34.54	35.23	35.97	36.69	37.73
Level 7	Base Rate of Pay	Point 1	28.57	29.14	29.73	30.32	30.93	31.55
	Total Hourly Rate		34.82	35.52	36.23	36.99	37.73	38.80
	Base Rate of Pay	Point 2	30.94	31.56	32.19	32.84	33.50	34.17
	Total Hourly Rate		37.71	38.47	39.24	40.06	40.86	42.02
Level 8	Base Rate of Pay	Point 1	31.97	32.61	33.26	33.93	34.60	35.30
	Total Hourly Rate		38.96	39.74	40.54	41.39	42.22	43.41
	Base Rate of Pay	Point 2	36.05	36.77	37.51	38.26	39.02	39.80
	Total Hourly Rate		43.94	44.81	45.71	46.67	47.61	48.96
Level 9	Base Rate of Pay	Point 1	37.19	37.94	38.70	39.47	40.26	41.07
	Total Hourly Rate		45.33	46.24	47.16	48.15	49.12	50.51
	Base Rate of Pay	Point 2	39.48	40.27	41.08	41.90	42.74	43.59
	Total Hourly Rate		48.12	49.08	50.06	51.12	52.14	53.62

Schedule 3.0 HOURS OF WORK

The ordinary hours of work and span of hours as described in subclauses 18.0(a) and 18.0(c) are as follows:

	A Category of Staff	B Ordinary hours of work <i>(Award Weekly Hours)</i>	C Span of Hours Of Work
A	Driver/Messengers, Laboratory Craftsmen	38 per week 7.6 hours per day	7.30am - 7.30pm Monday to Friday 8.00am - 6.00pm Saturday
B	Stores Officer	38 per week 7.6 hours per day	6.30am - 10.15pm Monday to Friday; 6.30am - 6.30pm Saturday
C	Broadcast, Production and Graphic Design Staff	38 per week 7.6 hours per day	8.00am - 10.15pm Monday to Friday; 8.00am - 6.00pm Saturday
D	Laboratory Assistants	38 per week 7.6 hours per day	8.00am - 10.15pm Monday to Friday 8.00am - 6.00pm Saturday
E	Technical Officer, Senior Technical Officer	35 per week 7 hours per day	8.00am - 10.15pm Monday to Friday 8.00am - 6.00pm Saturday
F	Library Staff, Telephonist/Office Assistant, Supervisor-Switchboard	35 per week 7 hours per day	8.00am - 10.15pm Monday to Saturday
G	Administrative, Clerical, Computing, Professional and Research Staff	35 per week 7 hours per day	8.00am - 8.00pm Monday to Friday 8.00am - 6.00pm Saturday
H	Print Room Staff	35 per week 7 hours per day	7:00am – 7:00pm Monday to Friday 8:00am – 6:00pm Saturday
I	Child Care Workers	38 per week 7.6 hours per day	6:30am – 6:30pm Monday to Friday
J	Custodian	38 per week 7.6 hours per day	as required Monday to Saturday
K	Trades Staff and Gardeners	38 per week 7.6 hours per day	6.00am - 6.00pm Monday to Saturday
L	Patrol/Security Staff	38 per week 7.6 hours per day	as rostered Monday to Sunday
M	Attendant (Gatekeepers) and Cleaners	38 per week 7.6 hours per day	as rostered Monday to Friday; 6.00am - 6.00pm Saturday
N	UniGym staff (Pool and Weights room staff)	38 per week 7.6 hours per day	5.00am - 11.30pm Monday to Sunday
O	UniGym staff (other than pool and weights room staff)	35 per week 7 hours per day	5.00am - 11.30pm Monday to Sunday
P	Theatre Technicians	38 per week 7.6 hours per day	Monday to Sunday as required / rostered

Schedule 4.0 TRANSLATION OF FORMER CLASSIFICATIONS

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

A Assistant Plant Officer, Attendant (other than Cleaning and Patrol), Messenger/Driver, Photographic Operator, Supervisor (not elsewhere included), Foreman, Assistant (Engineering Services), Assistant Maintenance Controller, Laboratory Craftsman, Maintenance Controller, Senior Laboratory Craftsman, and Curator;

B Stores Officer;

C Film Editor, Broadcasting Technical Officer, Senior Broadcasting Technical Officer, Production Assistant, Producer, Graphics Assistant, Graphics Designer, Broadcasting Technician, Broadcasting Technical Trainee, Broadcasting Assistant;

D Laboratory Assistant;

E Technical Officer, Senior Technical Officer;

F Librarian, Senior Librarian, General Library Assistant, Library Assistant, Senior Library Assistants, Assistant Library Technicians, Library Technicians, Library Services Officer, Senior Library Services Officer, Telephonist/Office Assistant, Supervisor - Switchboard;

G Administrative and Clerical Staff, Graduate Assistant, Photographers, Research Assistant, Technical Assistant, Architect, Assistant Counsellor/Assistant Research Officer, Counsellor/Research Officer, Senior Counsellor/Senior Research Officer, Engineer, Professional Officer (other than Computing Services Unit), Education Officer/Senior Education Officer, Research Officer, Senior Research Officer, Principal Research Officer, Assistant Technical Officer (Architectural), Technical Officer (Architectural), Manager - Printing Unit, Assistant Manager - Printing Unit, Systems Analyst (Data Processing Unit), Analyst/Programmer (Data Processing Unit), Supervisor of Physical Recreation/Assistant, Supervisor of Physical Recreation, Typists, Typist/Office Assistant, Office Assistant; Senior Computer Operator (Data Processing Unit), Computer Operator in Training (Data Processing Unit), Computer Operator (Data Processing Unit); Computer Operator in Training (other than D. P. U.), Senior Computer Operator (other than D. P. U.), Shift Supervisor (other than D. P. U.), Programmer (other than D. P. U.), Analyst Programmer (other than D. P. U.), Programmer in Training (other than D. P. U.), Professional Officer (Computing Services Unit);

J Custodian;

K Classifications as listed in the Crown Employees (Skilled Tradesmen) Award as incorporated into the Higher Education General and Salaried Staff Award and Gardening and Grounds Staff.

L Attendant (Patrol), Senior Patrolman, Assistant Supervisor (Patrol).

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

Schedule 5.0 CONVERSION PROCESS FOR LONG TERM CASUAL EMPLOYEES

- (a) This clause sets out the process for long term casual employees to apply for conversion to either continuing or fixed-term employment. An employee will not be engaged and re-engaged nor have his/her hours reduced in order to avoid any obligation under this clause.
- (b) To be eligible to apply for conversion, a casual employee must be employed on a regular and systematic basis in the same or a substantially similar position in the same work unit either:
- (i) over the immediately preceding period of 12 months and in those immediately preceding twelve months the average weekly hours worked equalled at least 50% of the ordinary weekly hours that would have been worked by an equivalent full-time employee; or
 - (ii) over the immediately preceding period of at least 24 months.

For the purposes of this clause occasional and short term work performed by the employee in another classification, job or work unit will not:

- affect the employee's eligibility for conversion; or
- be included in determining whether the employee meets or does not meet the eligibility requirements.

For the purpose of this clause, "work unit" refers to an organisational unit with control over the appointment and deployment of casual general staff within that unit.

- (c) Conversion may be applied for in writing by an employee when an employee believes he/she meets the above criteria. The University will take reasonable steps from time to time to inform casual employees that they may have a right to apply for conversion under this clause.
- (d) The University may only refuse an application for conversion on reasonable grounds. Reasonable grounds include, but are not limited to, the following:
- (i) the employee is a student, or has recently been a student, other than where her/his status as a student is irrelevant to his/her engagement and the work required;
 - (ii) the employee is a genuine retiree;
 - (iii) the employee is performing work which will either cease to be required or will be performed by a non-casual employee, within 26 weeks (from the date of application);
 - (iv) the employee has a primary occupation with the University or elsewhere, either as an employee or as a self-employed person;
 - (v) the employee does not meet the essential requirements of the position; or
 - (vi) the work is ad hoc, intermittent, unpredictable or involves hours that are irregular.

- (e) The University must determine an application for conversion either by offering conversion to continuing or fixed-term employment or by rejecting the application. If the University rejects the application, it must provide written reasons for rejecting it.
- (f) Conversion may be to either a continuing appointment or to a fixed-term appointment consistent with clause 24.0 of this Agreement. The offer of conversion will indicate the hours and pattern of work which, subject to due consideration of the employer's operational requirements and the desirability of offering the employee work which is as regular and continuous as is reasonably practicable, will be consistent with the employee's casual engagement. The conversion offer will also constitute (and include such other details as are required for) an instrument of appointment under clause 24.8.
- (g) Conversion may be, but is not required to be, to part-year, annualised hours or seasonal employment. Conversion of a casual employee to part-year, annualised hours or seasonal employment may occur where by custom and practice the work has been performed by casual employees on such a basis, or otherwise by agreement by the parties.
- (h) An employee whose application for conversion is rejected will not be entitled to apply again within 12 months except where:
 - (i) that rejection is solely based upon the ground set out in (d)(iii) above; and
 - (ii) that ground ceased to apply.

Schedule 6.0 COLLAPSED INCREMENTAL STEPS FOR BROADBANDED POSITIONS

This Schedule sets out the normal collapsed increment steps for broadbanded positions in accordance with subclause 27.2(c). The steps referred to are those following certification of the Agreement.

Level 1/2

Level 1, Step 1
Level 1, Step 3
Level 1, Step 5

Level 2, Step 1
Level 2, Step 2

Level 2/3

Level 2, Step 1
Level 2, Step 2

Level 3, Step 1
Level 3, Step 3
Level 3, Step 5

Level 3/4

Level 3, Step 1
Level 3, Step 2
Level 3, Step 3
Level 3, Step 5

Level 4, Step 1
Level 4, Step 3

Level 4/5

Level 4, Step 1
Level 4, Step 2
Level 4, Step 3

Level 5, Step 1
Level 5, Step 3
Level 5, Step 5

Level 5/6

Level 5, Step 1
Level 5, Step 3
Level 5, Step 5

Level 6, Step 1
Level 6, Step 2
Level 6, Step 3

Level 6/7

Level 6, Step 1
Level 6, Step 2
Level 6, Step 3

Level 7, Step 1
Level 7, Step 3
Level 7, Step 4

Level 7/8

Level 7, Step 1
Level 7, Step 2
Level 7, Step 4

Level 8, Step 1
Level 8, Step 3
Level 8, Step 5

Level 8/9

Level 8, Step 1
Level 8, Step 3
Level 8, Step 5

Level 9, Step 1
Level 9, Step 2
Level 9, Step 3

Level 9/10

Level 9, Step 1
Level 9, Step 2
Level 9, Step 3

Level 10 (minimum point)

Schedule 7.0

UNSW CLASSIFICATION DESCRIPTORS FOR GENERAL AND SALARIED STAFF

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

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

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

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

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

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

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

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

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

