THE UNIVERSITY OF
NEW SOUTH WALES

AUSTRALIAN
WORKPLACE AGREEMENT

Senior General Staff
Level 10-14

UNSW SYDNEY 2052 AUSTRALIA
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AUSTRALIAN WORKPLACE AGREEMENT

1. PARTIES
This Australian Workplace Agreement applies to and is binding upon:

(a) The University of New South Wales (‘the University’), and

(b) The Employee whose name and address appear in the Signatures page to this Australian Workplace Agreement (‘the Employee’).

2. INTERPRETATIONS AND DEFINITIONS

2.1 References to Office Holders
In this AWA a reference to a particular officer or to the holder of a particular office includes a reference to the person for the time being occupying or acting in the office concerned or to a nominee of the office holder.

2.2 Definitions


‘AWA’ means this Australian Workplace Agreement.

‘continuous service’ means that period of service with the University (or controlled entities of the University [but not UNSW Asia] or institutions absorbed by the University) including breaks in service of up to six weeks.

‘parties’ means the University and the Employee subject to this AWA.

‘the University’ means the University of New South Wales as the Employer.

2.3 Representation
The Employee may be assisted or represented by a bargaining agent or a person of their choice in relation to a matter arising under this AWA.

3. PERIOD OF OPERATION AND APPLICATION

(a) This AWA will take effect from the date of lodgement with the Employment Advocate. The AWA has a nominal expiry date of five (5) years, unless otherwise terminated in accordance with this AWA.

(b) After the AWA’s nominal expiry date, the AWA will continue in force until such time as either party gives 21 days’ written notice of termination to the other and files a termination notice with the Employment Advocate in accordance with the Act.

(c) This AWA will terminate on the termination of the Employee’s employment with the University.

4. DISCLOSURE
Nothing in this AWA prohibits or restricts, in any way, disclosure of the contents of this AWA by either party to any other person.
5. RELATIONSHIP WITH OTHER INDUSTRIAL INSTRUMENTS

(a) Other than the offer of employment dated XXXX 2006, this AWA determines the Employee’s terms and conditions of employment, and supersedes and overrides all other employment contracts or employment agreements that the Employee may have with the University prior to the execution of this AWA.

(b) This AWA will prevail over the terms of any agreement which would otherwise apply to the Employee, including any agreement which comes into operation after the commencement of this AWA.

(c) This AWA will operate to the exclusion of any State or Federal Award including all protected award conditions as that term is defined by section 354 of the Act.

(d) In the event of any inconsistency between the provisions of this AWA and any applicable legislation, this AWA will prevail.

6. RELATIONSHIP WITH UNIVERSITY POLICIES AND PROCEDURES

(a) The Employee is required to comply with all policies, procedures and codes set by the University which apply to the Employee’s employment and as varied from time to time. The Employee is bound to comply with these policies, procedures and codes but they are not incorporated into this AWA as terms of the AWA. The Employee is required to familiarise himself or herself with the policies, procedures and codes as varied from time to time because all changes and additions to policies, procedures and codes which affect the Employee’s conditions of employment will be automatically binding on the Employee.

(b) In particular, the Employee will be familiar with the following policies of the University:

(i) UNSW Code of Conduct (http://www.hr.unsw.edu.au/employee/codecond.html)
(ii) Conflict of Interest Policy (http://www.hr.unsw.edu.au/employee/conflict.html)
(v) Email Policy (http://www.its.unsw.edu.au/policies/policies_home.html)
(vi) Equity and Diversity policies relevant to their employment with UNSW (http://www.policy.unsw.edu.au/policy/equity.htm)
(vii) Occupational Health and Safety policies relevant to their employment with UNSW (http://www.hr.unsw.edu.au/ohswc/ohs/ohs_policies.html)

(c) Copies of other relevant policies, procedures and codes are available on the UNSW website at http://www.unsw.edu.au or directly from the Employee’s supervisor.

(d) Where the policies are inconsistent with the provisions of this AWA, the AWA will prevail.

7. APPLICATION TO CONVERT TO CONTINUING EMPLOYMENT

The Employee may apply to the University to convert their employment from fixed-term to continuing employment. The University will determine whether or not to convert the employment from fixed-term to continuing employment. Where conversion to continuing employment is approved, all other conditions set out in this AWA remain unchanged.
8. TOTAL REMUNERATION PACKAGE AND BONUSES

(a) The Employee’s will receive a Total Remuneration Package (TRP) in accordance with the Employee’s offer of employment.

(b) In addition to the TRP, the Employee will be eligible for payment of an annual performance bonus on 1 July each year (commencing in 2007) after the completion of each year of employment.

(c) The maximum annual performance bonus will be a gross amount of up to 10% of the Employee’s TRP. Payment of the annual performance bonus will be subject to:

(i) the University and the Employee reaching written agreement about key performance stretch targets which the Employee must satisfy to be entitled to a performance bonus; and

(ii) the Vice-Chancellor or his/her nominee making a determination about how successfully the Employee has achieved progression towards, or completion of, the stretch targets.

9. SUPERANNUATION

(a) Where the Employee is an existing member of a Commonwealth or State superannuation scheme, the Professorial Superannuation Scheme, or the Special Purposes Superannuation Scheme, the University will make employer superannuation contributions in accordance with the relevant scheme.

(b) Where the Employee is a member or elects to become a member of UniSuper, the University will make employer superannuation contributions as nominated by the Employee and in accordance with the University’s Trust Deed and Deed of Covenant with UniSuper.

(c) Where the Employee elects to have superannuation contributions made to a fund not referred to in clause 9(a) or (b) above, the University will make a minimum employer superannuation contribution of 9 per cent of superable salary to the relevant scheme in accordance with the requirements of the relevant scheme.

10. EQUALISATION OF SALARY

(a) The University may agree to a request by the Employee to buy additional periods of leave and for the Employee to equalise his/her salary so that the annual earnings are paid in equal portions over the whole year, rather than only those weeks where work is performed.

(b) Where the above arrangement is entered into, the Employee will be entitled to all benefits to which he/she would otherwise have been entitled on the same proportion as in clause 10(a) above.

11. REIMBURSEMENT OF BUSINESS EXPENSES

The University will pay for all reasonable expenses incurred by the Employee pursuant to the discharge of their duties and responsibilities, including but not limited to entertainment arranged by the Employee on the University’s behalf, and business travel related to the discharge of their duties.
12. TERMINATION OF EMPLOYMENT

(a) The Employee may terminate their employment at any time by giving the University three (3) months notice in writing. On receipt of such notice, the University can decide to have the Employee’s employment terminated immediately and pay the Employee three (3) months payment in lieu of the notice period.

(b) The University and the Employee may mutually agree to a shorter period of notice than that specified in clause 12(a) above.

(c) The University may terminate the Employee’s employment:

   (i) With no notice in the case of serious misconduct by the Employee;
   (ii) With one week’s notice during a probationary period;
   (iii) With three (3) months notice, or payment in lieu of notice, where the University believes the Employee’s performance is unsatisfactory and where the University has previously advised the Employee of performance concerns, provided the Employee with an opportunity to respond to those concerns and to improve the Employee’s performance;
   (iv) With six (6) months notice, or payment in lieu of notice, in any other circumstances.

(d) Any payment in lieu of notice arising from these termination provisions will be based on the Employee’s TRP.

(e) Right to Dismiss Employee

   Nothing in this AWA affects the right of the University to dismiss the Employee for unsatisfactory performance or misconduct.

(f) Set Off

   If the Employee resigns or retires or the Employee’s employment is terminated pursuant to this clause, the Employee hereby authorises the University to the extent permissible by law to set off against and deduct from any amounts payable to the Employee by way of salary, allowance, annual leave, long service leave and any other benefits owing to the Employee by the University, any amount owed to the University by the Employee on any account whatsoever, whether such amount is due to be paid or not.

(g) Obligations on Termination

   On termination of employment the Employee must return to the University all property of the University including, but not limited to, all books, documents, papers, credit cards, cars and keys held by the Employee or under the Employee’s control.

13. MEDICAL EXAMINATION

Recognising its duty of care to employees in the workplace, the University may request relevant medical information from the Employee’s treating doctor or may direct the Employee to undertake an external medical examination by a practitioner chosen by the University if it has concerns about the management of the Employee’s health in the workplace or about the Employee’s ongoing capacity to perform the job for health reasons. The Employee consents to:

   (i) undertake an external medical examination as directed by the University;
   (ii) allow the University to obtain relevant medical information from his/her treating doctor; and
   (iii) the release of relevant medical information by his/her treating doctor.
14. **GENERAL LEAVE CONDITIONS**

(a) In the event of the death of the Employee, the monetary value of all annual and 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.

(b) The University may direct an Employee to take accrued annual leave or long service leave provided that it provides the Employee with reasonable notice of the timing of the leave and takes into consideration any wishes of the Employee in relation to the timing of the leave.

(c) Where an Employee takes long service leave or paid maternity leave at half pay, the Employee’s entitlement to annual leave will accrue at half the rate described in clause 15 below.

(d) Absence on any form of approved leave does not break continuity of service with the University.

(e) Absence on any form of paid leave will count as service for all purposes.

(f) Absence on unpaid parental leave will count as service for long service leave purposes where the Employee has completed 10 years service with the University and the period of the unpaid parental leave taken is less than 6 months. All other forms of unpaid leave will not count as service.

15. **SPECIFIC LEAVE CONDITIONS**

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<td><strong>Annual Leave</strong></td>
<td>4 weeks per annum</td>
<td>Leave accrues month to month.</td>
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<td>The Employee may apply to forego a maximum of two weeks accrued annual leave in any period of 12 months and receive payment in lieu of the period of leave foregone provided that the Employee has taken a minimum of three weeks annual leave in the previous period of 12 months.</td>
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<tr>
<td><strong>Personal Leave</strong></td>
<td>3 weeks per annum - untaken leave will accumulate into the following year</td>
<td>Personal leave is available where the Employee satisfies the University that he/she is unable to perform their duties due to personal illness or incapacity or where the Employee is required to be the primary carer for an immediate family member who is ill or incapacitated.</td>
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<td>A medical certificate must be provided for any personal leave absence where the University has notified the Employee in advance of the requirement to provide a medical certificate for future personal leave absences.</td>
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<td>The Employee is required to inform their supervisor as soon as practicable of their inability to attend for duty due to a personal leave absence and state the estimated duration of the absence.</td>
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<tr>
<td><strong>Long Service Leave</strong></td>
<td>3 months on full pay after 10 years service (continuous or broken), accruing on a pro rata rate thereafter</td>
<td>Where the 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</td>
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<tr>
<td>Leave Type</td>
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<td>Notes</td>
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<td>Bereavement Leave</td>
<td>3 days</td>
<td>May only be accessed in the case of the death of an immediate family member or to meet ceremonial or religious requirements regarding bereavement. A further absence of up to 3 days may be approved by the Director Human Resources.</td>
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<tr>
<td>Special Leave</td>
<td>3 days per annum</td>
<td>Leave is available for special circumstances or emergencies including the Employee’s home being damaged by fire, flood or other mishap, burglary, or where the Employee is to take part in state emergency services activities.</td>
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<td>Parental Leave</td>
<td>52 weeks unpaid, minus any period of paid maternity leave, adoption leave, partner leave or foster parent leave</td>
<td>Paid maternity leave, adoption leave, partner leave or foster parent leave is only available where the Employee has completed 12 months of current continuous service with the University at the commencement of the leave. The Employee will normally provide the University with 10 weeks’ notice of their intention to take parental leave and 4 weeks’ notice of the date on which the leave will commence. The Employee is entitled to: • Return to the position held prior to the commencement of the leave, or if that position no longer exists, then an equivalent position; • Return to work early in the event of the child’s death; • Apply for a further period of unpaid parental leave; • Apply to return to work on a part-time basis for a defined period.</td>
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<td>Maternity Leave</td>
<td>26 weeks on full pay or 52 weeks on half pay</td>
<td>Where a full-time employee has converted to part-time employment prior to going on maternity leave for reasons related to the pregnancy, any paid leave will be at the full-time rate of pay.</td>
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<td>Adoption Leave</td>
<td>26 weeks on full pay or 52 weeks on half pay</td>
<td>To commence from the date of placement of the child and 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). May not be accessed for a child who has been living with the partner (including same-sex partner) of the Employee prior to the Employee adopting the child.</td>
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<tr>
<td>Partner Leave</td>
<td>2 weeks on full pay</td>
<td>To be taken during the period 3 weeks prior to and 3 months after the expected birth or placement of the child.</td>
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An employee who has taken maternity leave will not be eligible for partner leave in respect of the same child.

| Foster Parent Leave | 2 weeks on full pay or 4 weeks on half pay | If the child is younger than five years the Employee will be entitled to an additional one week of foster parent leave on full pay or two weeks on half pay. |

16. **PUBLIC HOLIDAYS**

(a) The Employee will be entitled to observe without loss of pay all public holidays proclaimed for the state or territory in which they are employed, including a day off in lieu of the August Bank Holiday which will be taken on the first weekday after Boxing Day.

(b) Where a public holiday prescribed in this clause occurs during the period the Employee is absent on annual leave or personal leave, no deduction will be made for that day from the Employee’s annual or personal leave entitlement.

17. **DISPUTE SETTLING PROCEDURES**

In relation to any dispute between the parties to this AWA about a matter relating to the application of this AWA (‘the matter’), the following provisions will apply. The parties to the dispute:

(a) will attempt to resolve the matter at the workplace level, including, but not limited to:

   (i) the Employee and the supervisor meeting and conferring on the matter; and

   (ii) if the matter is not resolved at such a meeting, the parties arranging further discussions involving more senior levels of management (as appropriate); and

(b) acknowledge the right of either party to appoint, in writing, another person to act on behalf of the party in relation to resolving the matter at the workplace level; and

(c) agree to allow either party to refer the matter to mediation if it cannot be resolved at the workplace level; and

(d) agree that if either party refers the matter to mediation in accordance with clause 17(c) above, both parties will participate in the mediation process in good faith; and

(e) acknowledge the right of either party to appoint in writing, another person to act on behalf of the party in relation to the mediation process; and

(f) agree that during the time when the parties attempt to resolve the matter:

   (i) the parties continue to work in accordance with this AWA and the contract of employment unless the Employee has a reasonable concern about an imminent risk to his or her health or safety; and

   (ii) subject to relevant provisions of any state or territory occupational health and safety law, even if the Employee has a reasonable concern about an imminent risk to his or her health or safety, the Employee must not unreasonably fail to comply with a direction by the University to perform other available work, whether at the same workplace or another workplace, that is safe and appropriate for the Employee to perform; and
(iii) the parties must cooperate to ensure that the dispute resolution procedures are carried out as quickly as is reasonably possible; and

(g) agree not to commence an action:

(i) to obtain a penalty under the Act; or

(ii) to obtain damages for breaches of an AWA; or

(iii) to enforce a provision of the AWA or the Act (other than an action to enforce Part 9 of the Act); unless:

A. the party initiating the action has genuinely attempted to resolve the dispute at the workplace level; and

B. either:
   • a period of 7 days has expired from the date when the party initiating the action gave notice that mediation is not requested; or
   • mediation was requested by either party and that mediation has been completed.

18. VARIATION TO THE AGREEMENT

(a) If any provision of this Agreement is declared or determined to be illegal or invalid by final determination of any court or tribunal of competent jurisdiction, the validity of the remaining parts, terms or provisions of this Agreement will not be affected, and the illegal or invalid part, term or provision will be deemed not to be part of this AWA.

(b) Other than as provided for in clause 18(a) above this AWA may only be altered with the written agreement of each party.

19. NO FURTHER CLAIMS

The Employee and the University each agree that this AWA is intended to cover all matters pertaining to wages and conditions within the subject matters dealt with in the AWA and that there will be no further claims arising out of or in relation to the employment or the terms and conditions set out in this AWA during the nominal term of this AWA.
SIGNATURES OF THE PARTIES

Australian Workplace Agreement made under the *Workplace Relations Act 1996* between:

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<th>The University of New South Wales</th>
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<tr>
<td>Attention: Director Human Resources</td>
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<tr>
<td>Chancellery Building</td>
</tr>
<tr>
<td>UNSW Sydney 2052</td>
</tr>
</tbody>
</table>

and

| Name of the Employee: ................................................................. |
| Address: ................................................................................. |

SIGNED FOR THE UNIVERSITY:

| Name in full (printed): ................................................................. |
| Signature: ................................................................. Date: ............... |
| Position: ................................................................................. |

Witnessed By:

| Name in full (printed): ................................................................. |
| Address: ................................................................................. |
| Signature: ................................................................................. |

SIGNED BY THE EMPLOYEE:

I accept this AWA and the employment and declare that I received at least 7 days prior to signing this AWA:
- a copy of the AWA

| Signature: ................................................................. Date: ............... |

Witnessed By:

| Name in full (printed): ................................................................. |
| Address: ................................................................................. |
| Signature: ................................................................................. |