



THE UNIVERSITY OF  
NEW SOUTH WALES

**UNIVERSITY OF NEW SOUTH WALES (ACADEMIC STAFF)  
ENTERPRISE AGREEMENT 2011**

**23 September 2011**

## **PART A – GENERAL MATTERS**

### **1.0 ARRANGEMENT**

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## **2.0 TITLE**

This Agreement is made under the Fair Work Act 2009 (**Act**) and will be known as the *University of New South Wales (Academic Staff) Enterprise Agreement 2011* (“**Agreement**”).

## **3.0 DEFINITIONS AND REFERENCES**

### **3.1 References to Office Holders**

In this Agreement 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.

### 3.2 Use of Language

For the purposes of this Agreement, words used in the singular include words in the plural and vice versa, unless the context otherwise requires.

### 3.3 Definitions

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

	<b>Term</b>	<b>Meaning</b>
(a)	<b>Act</b>	Fair Work Act 2009 (Cth) as amended.
(b)	<b>casual employee</b>	A person employed by the hour and paid on an hourly basis at the applicable salary rate set out in <u>Schedule 2</u> of this Agreement which includes a loading which incorporates payments for sick leave, annual leave and any other entitlements for which a casual employee is not eligible.
(c)	<b>consult or consultation</b>	The University will provide relevant information (orally or in writing), the affected parties will confer, and the views expressed will be taken into account before a final decision is made by the University.
(d)	<b>continuous service</b>	Except as specifically provided elsewhere in the Agreement, the 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.
(e)	<b>Dean</b>	The Dean of a Faculty (whatever name called) or the Rector of UNSW@ADFA.
(f)	<b>Deputy Vice-Chancellor</b>	The Deputy Vice-Chancellor with primary responsibility for academic staffing matters unless the Vice-Chancellor specifically nominates another Deputy Vice-Chancellor.
(g)	<b>employee</b>	An academic member of staff of UNSW who is covered by this Agreement.
(h)	<b>employee representative</b>	A person (including a colleague at UNSW or a friend) or a body (such as the Union) chosen by an employee to undertake representations to the University on their behalf, provided that the person is not a practicing solicitor or barrister in private practice.
(i)	<b>fractional-time employee</b>	An employee whose employment is for a specific fraction of full-time employment.
(j)	<b>full-time employee</b>	An employee (other than a casual employee or a fractional-time employee) who is paid a full-time salary as set out in

		<u>Schedule 1</u> of this Agreement.
(k)	<b>FWA</b>	Fair Work Australia.
(l)	<b>immediate family</b>	(i) an employee's spouse or partner (including defacto partner, former defacto partner and same gender partner) or;  (ii) an employee's child (including foster child, grandchild, step-child, or a child for whom the employee is the legal guardian);  (iii) an employee's parent (including foster parent, step-parent and parent in law), grandparent, step-grandparent, and sibling (including sibling of a spouse); and  (iv) a person who lives in an employee's household.
(m)	<b>post-retirement employment contract</b>	A fixed term employment contract entered into by the University with a person who has retired from the University or other employer.
(n)	<b>redundant position</b>	A position that the University no longer requires as part of its organisational structure.
(o)	<b>supervisor</b>	Head of an academic unit in which the employee is employed, provided that: <ul style="list-style-type: none"> <li>• the Vice-Chancellor may delegate another academic classified at Level C or above to be the supervisor of one or more employees; or</li> <li>• an academic may request the nomination of an alternative supervisor.</li> </ul>
(p)	<b>Union</b>	National Tertiary Education Industry Union (NTEU).
(q)	<b>University or UNSW</b>	The University of New South Wales as the Employer.

#### **4.0 DURATION AND OPERATION OF AGREEMENT**

- (a) This Agreement will operate seven (7) days after it is approved by Fair Work Australia (FWA) and will nominally expire on 16 December 2013.
- (b) The parties will meet no later than 3 months before the expiry of this Agreement to commence negotiations for a replacement agreement. The parties agree that in the context of those negotiations, the Union will not seek a further pay increase before July 2014.

#### **5.0 APPLICATION**

##### **5.1 Coverage of Agreement**

This Agreement covers:

- (i) the University; and
- (ii) employees employed by the University, except for those employees or persons referred to at subclause 5.2(a) below.

## **5.2 Exclusions from Agreement**

- (a) This Agreement does not cover:
  - (i) an employee who is party to either an Australian Workplace Agreement (AWA) or an Individual Transitional Employment Agreement (ITEA) with the University, subject to subclause 5.2(b) below;
  - (ii) professional staff (formerly referred to as general staff) employed by the University;
  - (iii) persons employed as fellows at the University's Kensington Colleges; and
  - (iv) persons employed by separate legal entities controlled by UNSW (provided that this will not affect the application of the Agreement as a result of any transfer of business).
- (b) An employee who is party to either an Australian Workplace Agreement (AWA) or an Individual Transitional Employment Agreement (ITEA) with the University that applies to the employee may enter into a conditional termination in writing or otherwise take steps to terminate their AWA or ITEA so that the terms and conditions of this Agreement will apply to that employee's employment, subject to applicable legislation.
- (c) Clauses 20.0 – Managing Change in the Workplace, 21.0 – Redeployment and Redundancy Provisions, 22.0 – Voluntary Early Retirement Schemes, 25.0 – Probationary Employment, 28.0 – Disciplinary Action and Termination of Employment, and 29.0 – Termination of Employment on the Grounds of Ill Health - of this Agreement do not apply to employees holding the positions listed below:
  - Deputy Vice-Chancellor;
  - Pro Vice-Chancellor;
  - Rector of the Australian Defence Force Academy (ADFA);
  - Dean, or position/s of equivalent senior responsibility and status as approved by the University Council or other delegated University decision-making body; and
  - Other employees in receipt of a Total Remuneration Package in excess of \$250,000.

## **6.0 AWARDS AND ANTECEDENT AGREEMENT**

- (a) This Agreement is closed and comprehensive, and wholly displaces and operates to the exclusion of the provisions of any modern award and any other workplace agreement that would otherwise, but for this clause, apply to employees whose employment is regulated by the provisions of this Agreement.
- (b) This Agreement replaces and rescinds the *University of New South Wales (Academic Staff) Enterprise Agreement 2006*.

- (c) Despite subclause 6.0(b) above, if the University has, prior to the operation of the Agreement, commenced proceedings under clause 17.0 – Managing Change in the Workplace, clause 18.0 – Redundancy Provisions, or clause 21.0 – Termination of Employment and Disciplinary Action - of *the University of New South Wales (Academic Staff) Enterprise Agreement 2006*, then the University will continue such proceedings to completion in accordance with the procedures prescribed in each such clause.

## **7.0 ACCESSIBILITY OF AGREEMENT**

A copy of this Agreement will be placed on the University's HR website and be available for inspection upon request by any employee.

## **8.0 EMPLOYEE REPRESENTATION**

An employee may choose to be represented by an employee representative of their choosing for any matter or process in this Agreement.

## **9.0 UNIVERSITY-WIDE POLICIES**

- (a) The University will develop and/or maintain a range of University-wide policies, procedures and guidelines on human resources matters (such as staff complaint procedures, intellectual property and workplace bullying). Where policies, procedures and guidelines which have a significant and substantial impact on employees are developed or reviewed during the life of this Agreement, the University will consult with employees (and the Union) as part of the University's general consultation processes.
- (b) Disputes arising from the implementation of University-wide policies, other than disputes regarding the interpretation, application or operation of any provision of this Agreement, will not be referred through the disputes settling procedures of this Agreement.
- (c) Nothing in this Agreement will be taken as incorporating as a term of this Agreement any University policy, procedure or guideline referred to in it.

## **10.0 DISPUTE RESOLUTION PROCEDURES**

- (a) The following dispute resolution procedures must be followed to settle a dispute about the interpretation, application or operation of any provision of this Agreement or in relation to the National Employment Standards (NES).
- (b) A reference to an employee in this clause may include more than one (1) employee.

### **Notification of Dispute**

- (c) An employee or the Union will in the first instance notify the Director, Human Resources, in writing, of the dispute ("the dispute notification"). The dispute notification must include details of the dispute and the resolution sought.

### **First Dispute Meeting**

- (d) The employee and/or the Union and representatives of the University, will meet within five (5) working days of the dispute notification to try to resolve the dispute, unless the

parties agree in writing to a different timeframe. Where the dispute relates to a single employee, both the employee and the employee's supervisor will normally attend the dispute meeting.

### **Second Dispute Meeting**

- (e) Where a dispute is not resolved following the procedure in subclause 10.0(d) and the employee or the Union wishes to proceed with the dispute, the employee or the Union must refer the dispute, in writing, to the Director, Human Resources (“the referral notification”) within five (5) working days of the holding of the meeting referred to in subclause 10.0(d) above. The referral notification must include details of the dispute and the resolution sought. The employee and/or the Union and representatives of the University, will meet within five (5) working days of the referral notification to try to resolve the dispute, unless the parties agree in writing to a different timeframe.

### **Referral of Dispute to FWA**

- (f) Where a dispute is not resolved following the procedures in subclauses 10.0(d) and 10.0(e), the dispute may be referred by either the employee or the Union or the University to FWA for resolution by mediation and/or conciliation, or where mediation or conciliation does not resolve the dispute, by arbitration.
- (g) If an application for arbitration is made, FWA may exercise any of its powers under the Act. The decision of FWA will be implemented by the parties, subject to either party exercising a right of appeal against a decision of FWA.

### **General**

- (h) Subject to subclause 10.0(i) below, while the dispute resolution procedures referred to at subclauses 10(d) and 10(e) are being conducted, the University will not change work, duties, staffing or organisation of work which is the subject of the dispute.
- (i) Subclause 10.0(h) above does not apply where the matter in dispute is related to the following clauses in so far as its operation might prevent termination of employment: 21.0 – Redeployment and Redundancy Provisions, 25.0 – Probationary Employment, or 28.0 – Disciplinary Action and Termination of Employment – of this Agreement.

## **PART B – SALARIES AND RELATED MATTERS**

### **11.0 SALARIES**

#### **11.1 Salary Adjustments**

The salaries to be paid to employees covered by this Agreement are set out as follows:

- Schedule 1.0 – Academic Salary Rates for Full-Time Staff; and
- Schedule 2.0 – Casual Academic Salary Rates.

#### **11.2 Salary Increases**

- (a) This Agreement provides for salary increases of:

<b>Salary Instalment</b>	<b>Rate of Salary Increase</b>	<b>Date When Salary Increase is Payable</b>
First *	2.0%	10 July 2009
Second *	2.0%	8 January 2010
Third *	2.0%	9 July 2010
Fourth *	2.0%	7 January 2011
Fifth *	2.0%	8 July 2011
Sixth	2.0%	6 January 2012
Seventh	2.0%	6 July 2012
Eighth	2.0%	4 January 2013
Ninth	2.0%	5 July 2013
Tenth **	2.0%	3 January 2014

\* Salary increases paid by the University prior to FWA approval of the Agreement

\*\* Salary increase due after nominal expiry date

- (b) The total minimum salaries for employees of the University, including the salary increases provided for in subclauses 11.2(a), will be as set out in Schedule 1 for full-time employees and Schedule 2 for casual employees. Fractional-time employees will be paid at a pro rata rate based on the appropriate full-time salary in Schedule 1.

### **11.3 Set-Off of Outstanding Payments**

Where an employee resigns or retires, or their employment is terminated, the University will, to the extent permissible by law, 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 arising from the employee's employment.

### **11.4 First Aid Allowance**

An employee appointed by the University as a first aid officer will be paid an allowance of \$540 per annum.

## **12.0 SUPERANNUATION**

- (a) Where a current 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) In all other cases, the University will make the following employer superannuation contributions:
- (i) 17% of ordinary time earnings if the employee is:
- (a) a continuing employee; or
- (b) a continuing (contingent funded research) employee; or

- (c) employed on a fixed-term contract of two (2) years or more; or
  - (d) employed on successive fixed term contracts for two (2) years or more where the position in which the employee is employed is funded through an operating grant from government or funding comprised of payment of fees made by or on behalf of students. Such contributions will be payable from the start date of any new contract which commences after the employee has completed two (2) years or more on successive fixed term contracts.
- (ii) 9% of ordinary time earnings if the employee is employed on a fixed-term contract not covered by subclause 12.0(b)(i) above or as a casual employee.
- (c) Provided that where the University's Trust Deed and Deed of Covenant with *UniSuper* so allow, an employee who is eligible to be a member of *UniSuper* and who is eligible to receive the employer superannuation contribution specified in subclause 12.0(b)(i) may access any superannuation flexibility so allowed by the University's Trust Deed and Deed of Covenant with *UniSuper*.

### **13.0 SALARY SACRIFICING SCHEME**

- (a) By written agreement with the University, an employee may receive a non-monetary benefit in lieu of salary provided that the total value of the non-monetary benefit and salary is no less than the salary entitlement the employee would otherwise receive.
- (b) An employee may withdraw from the salary sacrificing arrangement by providing the University with written notice of at least eight (8) weeks.
- (c) If an agreement is made under subclause 13.0(a) 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 substantive salary, i.e., the amount including the value of the non-monetary benefit.

### **14.0 EQUALISATION OF SALARY**

- (a) Equalisation of salary is a flexible payment of salary arrangement, available in particular, but not exclusively, to those 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 their 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 the employee would otherwise have been entitled on the same proportion as in subclause 14.0(b) above.

## **PART C – EMPLOYMENT ARRANGEMENTS**

### **15.0 CATEGORIES OF EMPLOYMENT**

- (a) The University will employ staff on terms that correspond with one or other of the types of appointment prescribed in clauses 16.0 – 19.0.
- (b) Nothing in clauses 16.0 – 19.0 prevents a staff member engaging in additional work on a casual appointment in work unrelated to, or identifiably separate from, the staff member's normal duties.
- (c) Nothing in clauses 16.0 – 19.0 shall limit the number or proportion of staff that the University may employ in a particular type of appointment.
- (d) A staff member employed on a continuing or fixed-term basis may be employed as a full-time or fractional-time employee.
- (e) The University recognises that employees have caring responsibilities outside of work, and the University will genuinely consider any application by an employee to move from full-time to fractional employment to accommodate the employee's caring responsibilities.

## **16.0 CONTINUING EMPLOYMENT**

- (a) Continuing employment means full-time or fractional-time employment that does not have a fixed end date or a contingency upon which the employment contract will come to an end.
- (b) All employment other than fixed-term employment and casual employment will be continuing employment.
- (c) Notwithstanding subclause 16.0(b) above, the University may employ a person in Continuing (Contingent Funded Research) employment on a full-time or fractional-time basis in accordance with the terms of this Agreement.

## **17.0 FIXED-TERM EMPLOYMENT**

- (a) A fixed-term appointment is made for a specified term or ascertainable period. The contract for this employment will specify the starting and finishing dates of that employment, (or in lieu of a finishing date, will specify the circumstance(s) or contingency relating to a specific task or project, the occurrence of which means the term of the employment will expire). An employee will be advised in writing of the category of fixed-term employment set out in subclauses 17.0(c) and (d) below. During the term of employment, the contract is not terminable by the University, other than during a probationary period, or for cause based on unsatisfactory performance, serious misconduct or due to ill health or redundancy in accordance with the relevant clauses in this Agreement.
- (b) For the purpose of determining the entitlements of staff employed on fixed-term appointments, breaks between fixed-term appointments of up to two times per year and of up to six weeks on each occasion shall not constitute breaks in continuous service provided that:
  - (i) breaks between teaching sessions will not constitute a break in service for a fixed-term employee employed on a sessional basis over at least two years; and
  - (ii) periods of approved unpaid leave will not count for service, but will not constitute breaks in service for the purposes of this clause.

- (c) It is recognised that while continuing employment is the primary type of employment on which employees are employed by the University under this Agreement, the employment of persons on fixed-term contracts may be made to support the University to carry out its work for a specified period or task. Fixed-term appointments shall generally be limited to work activity that comes within the description of one or more of the following circumstances:
- (i) to work on a specific task or project where a definable work activity has a starting time and which is expected to be completed within an anticipated timeframe;
  - (ii) to perform work that is externally funded, where the funds are neither sourced from the Higher Education Support Act nor from fees paid on behalf of or by students;
  - (iii) to work in a research only role for a term of up to five years;
  - (iv) to work in a position funded from the Strategic Priorities Fund of the University or to work in a new organisational area, function or program where the prospective need or demand for which is uncertain or unascertainable at the time of establishment of the new area, function or program, in which case fixed term employment may be offered for a total of up to three years;
  - (v) to work in an academic unit where there is a sudden unanticipated increase in enrolments in which case fixed term employment may be used for a total of up to three years;
  - (vi) to work in an area that is performing one or more functions or teaching one or more programs which will cease within a reasonably certain time. Where part or all of an organisational unit is to be disestablished, staff may be employed on a fixed term contract for a total of up to two years;
  - (vii) to replace another staff member for a specified period while they are absent on leave, secondment or temporary transfer, or are undertaking higher duties, restricted duties, or have elected to work part-time for a specified period;
  - (viii) to fill a vacant position pending recruitment action where the position has been advertised or approved for advertisement, in which case the replacement staff member may be employed for up to six months, with capacity for extension for a further period of up to six months;
  - (ix) to undertake an Postgraduate Teaching Fellowship in accordance with subclause 17.6 below;
  - (x) to undertake work where a curriculum in professional or vocational education requires that the work be undertaken by a staff member who has recent practical or commercial experience, in which case a staff member may be employed on up to three successive fixed-term contracts within a total period of employment of up to three years;
  - (xi) pursuant to a “pre-retirement contract” for a period of up to five years ending on the date on which the staff member has indicated that they intend to retire. A pre-retirement contract may not be terminated for redundancy;
  - (xii) where the employee has entered into a “post-retirement contract” following formal retirement and where the employee has accessed superannuation benefits (or equivalent);
  - (xiii) where the employee is expected to provide a series of lectures on a part-time basis as a specialist guest lecturer whose primary employment is as a professional or specialist employed elsewhere;

- (xiv) where the employee's annual remuneration (including salary and loadings but excluding employer superannuation contributions) exceeds the relevant Level E Professorial salary rate specified in Schedule 1 of this Agreement by at least 33%;
- (xv) Enrolled students may be employed under a fixed-term appointment for work activity which is not described in sub-clauses 17.0(c)(i) – 17.0(c)(xiv). The work shall be within the student's academic unit or an associated research unit of that academic unit and is work generally related to a degree course that the student is undertaking within the academic unit. Such fixed-term employment shall be for a period that does not extend beyond, or that expires at the end of, the academic year in which the person ceases to be a student, including any period that the person is not enrolled as a student but is still completing postgraduate work or is awaiting results;
- (xvi) where the employee is employed on a convertible tenure track employment contract in accordance with subclause 17.0(d) below.

***Convertible Tenure Track Employment Contract***

- (d) A convertible tenure track employment contract is a fixed-term contract where the position is offered for a period of 3 or 5 years on the basis that the University will, at the expiration of the contract, convert the employment from fixed-term to continuing employment unless:
  - (i) the employee has not met, to the University's satisfaction, the performance expectations set by the University and communicated to the employee in advance and/or from time to time during the contract consistent with the requirements of the position; or
  - (ii) there is insufficient productive work that the employee could perform having regard to the nature of the employee's classification, academic discipline and skills.
- (e) The University may extend the period of the fixed-term contract referred to in subclause 17.0(d) above in accordance with any period of parental leave or other extended leave of absence.
- (f) Where the Head of School (or equivalent) intends not to offer conversion to continuing employment at the expiry of the fixed-term contract under subclause 17.0(d), they will refer the recommendation to the Dean (or equivalent) who will make a final determination on the recommendation, and in the case of the grounds specified in subclause 17.0(d)(i) will consider whether the performance expectations were:
  - (i) communicated to the employee in advance and/or from time to time during the employment; and
  - (ii) reasonable; and
  - (iii) met by the employee.
- (g) The employee will receive a copy of any recommendation by the Head of School under subclause 17.0(f) at least 8 weeks prior to the expiry of their contract and will have an opportunity to comment on the recommendation before a final determination is made by the Dean (or equivalent).
- (h) Clause 25.0 of this Agreement (Probationary Employment) will not apply to a convertible tenure track contract employee who has been converted to continuing employment.

## 17.1 Fixed Term Employment Conversion

- (a) Employees employed on a fixed-term contract, other than those appointed to a Convertible Tenure Track Employment Contract under subclause 17.0(d), may apply for conversion to continuing employment subject to meeting the following conditions:
- (i) the University has determined that ongoing work of the same or substantially similar duties is available within the employee's work unit; and
  - (ii) the period of employment under fixed-term contracts has exceeded 3 years of continuous service; and
  - (iii) the employee has met the performance expectations of the University for the duration of the fixed-term employment; and
  - (iv) the current employment contract is the second or subsequent fixed-term contract for the employee; and
  - (v) the employee was originally appointed or subsequently appointed through a competitive selection process; and
  - (vi) the conversion request is approved by the respective Dean of the Faculty.
- (b) The University will advise of the outcome of the application for conversion under subclause 17.1(a) and the reasons where an application for conversion to continuing employment has been declined.
- (c) Notwithstanding anything in this clause, the University at its discretion may at any time convert a fixed-term appointment to continuing employment.

## 17.2 Provision of Notice

- (a) The University will provide to a fixed-term staff member written notice of the intention to renew or not to renew employment upon expiry of the appointment in accordance with the following table.

<b>Period of continuous service</b>	<b>Period of Notice</b>
Less than three years	at least two weeks
Three years but less than five years	at least three weeks
Five years or over	at least four weeks

- (b) In addition to this notice, a staff member over the age of 45 years at the time of the giving of notice and with not less than two years continuous service shall be entitled to an additional week's notice. *Contraction issue*
- (c) Where, because of circumstances relating to the provision of specific funding to support employment, external to the University and beyond its control, the University is not reasonably able to give the notice required by this subclause, it shall be sufficient compliance with this subclause if the University:
- (i) advises those circumstances to the staff member in writing at the latest time at which the notice would otherwise be required to be given; and
  - (ii) gives notice to the staff member at the earliest practicable date thereafter.

- (d) Except by reason of subclause 17.2(c) above, where employment is not renewed upon expiry of a fixed-term appointment and notice in accordance with the above cannot be provided, the University will provide pay in lieu of notice.
- (e) A fixed-term employee, other than those appointed to a Convertible Tenure Track Employment Contract under clause 17.0(d), may be offered a further fixed-term contract. Unless such an offer is made and accepted, or the employee's employment is terminated earlier in accordance with clause 17.0(a) above, the employee's employment will end on the specified end date or occurrence of the contingency specified in the employee's contract of employment. It is recognised that where the University has made a determination to continue a position on a fixed-term basis with the same or substantially similar duties or where there have only been inconsequential changes to the position, the fixed-term employee will normally be offered further employment in the position provided that:
  - (i) the employee was initially appointed through an advertised competitive selection process or has 3 years service in the position; and
  - (ii) the employee is demonstrating satisfactory performance in all aspects of the position; and
  - (iii) in the case of substantially similar duties, the University is satisfied that the employee has the capacity to meet any new duties or competencies that may be required; and

Further provided that:

- (iv) a pre-retirement contract will not be renewed;
  - (v) an appointment made under subclause 17.0(c)(iv) or (v) cannot be renewed on the same basis, beyond three years;
  - (vi) an appointment made under subclause 17.0(c)(vi) cannot be renewed on the same basis, beyond two years;
- (f) The provisions of subclause 17.2(e) will not apply to an appointment made under subclauses 17.0(c)(ix), (xiv) or (xv).

### **17.3 Severance pay**

- (a) Subject to subclause 17.3(b), a staff member who:
  - (i) has been employed on a fixed term contract:
    - a. requiring them to work on a specific task or project; or
    - b. that is externally funded; or
    - c. to undertake research only functions
  - and
  - (ii) seeks to continue the employment after the end of the specified term, task or project and is not offered further employment;
    - and
  - (iii) whose contract is not renewed because:

- a. in the case of a staff member employed on a second or subsequent fixed term contract, the same (or substantially similar) duties are no longer required by the University; or
- b. the duties of the kind performed in relation to the work continue to be required but another person has been appointed, or is to be appointed to the same (or substantially similar) duties; or
- c. a staff member appointed under subclause 17.0 (d) whose employment is not renewed on the grounds set out in subclause 17.0 (d)(ii) above.

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

<b>Period of continuous service</b>	<b>Severance pay</b>
Up to the completion of two years	four weeks
Two years and up to the completion of three years	six weeks
Three years and up to the completion of four years	seven weeks
Four years and over	eight weeks

‘Week’s pay’ means the ordinary time rate of pay for the staff member concerned.

- (b) This severance benefit does not apply to fixed-term staff engaged on work activity that comes within the description of one or more of the circumstances described in subclauses 17.0 (iv) – (xvi) above.

#### **17.4 Reporting Requirements**

The University will provide to the NTEU a report in January each year detailing the number of convertible tenure track positions considered for conversion to continuing employment by the University in the previous year including:

- (i) The total number converted to continuing employment;
- (ii) The total number not converted to continuing employment; and
- (iii) Of the total number not converted to continuing employment, the number rejected on the grounds specified in subclause 17.0(d)(i) and (ii) above.

#### **17.5 Transitional Arrangements**

Nothing in subclauses 17.1 – 17.4 (*Fixed-term employment*) affects the validity or operation of any fixed term contract that was entered into before the commencement of this Agreement. However, such fixed term contracts may be renewed after the commencement of this Agreement only in accordance with subclause 17.0(c) above. However, any right to conversion or to enhanced severance over and above that provided for under this Agreement, but which would have been applicable under the *University of New South Wales (Academic Staff) Enterprise Agreement 2006* shall be preserved in respect of any fixed-term contract which commenced prior to the operation of this Agreement.

#### **17.6 Postgraduate Teaching Fellow**

- (a) A student enrolled at the University on a full-time or fractional basis for a Masters or Doctoral degree may be employed by the University as a Postgraduate Teaching Fellow. This will not apply to a person who already holds a Doctoral degree, unless they are studying for a second Doctoral degree.

- (b) Employment will be for a fixed-term in accordance with subclause 17.0 above and for a minimum initial term of twelve (12) months. The University may offer a further term or terms of employment as a Postgraduate Teaching Fellow, provided that the employee continues to be enrolled as a student at the renewal of the employment.
- (c) A Postgraduate Teaching Fellow will be appointed initially on a fractional basis at Level A, Step 1 of Schedule 1 of this Agreement. Subject to subclauses 17.6(d) and (e) below, the provisions of this Agreement will apply to a Postgraduate Teaching Fellow on a pro rata basis.
- (d) Clause (c) of Schedule 3 – Duties and Responsibilities of Academic Staff at UNSW – of this Agreement will not apply to a Postgraduate Fellow.
- (e) For the avoidance of doubt, there is no entitlement to severance pay under subclause 17.3 above.
- (f) The appropriate fraction of full-time employment will be determined by the University consistent with:
  - (i) the need to balance the demands of the employment with progress towards successful completion of the degree in accordance with the University’s policies relating to postgraduate studies; and
  - (ii) the relevant number of hours of associated working time set out in Schedule 2 of this Agreement for each face to face teaching contact hour.
- (g) Teaching workload may be consistent each week or averaged out over the duration of the employment.

## **18.0 CONTINUING (CONTINGENT FUNDED RESEARCH) EMPLOYMENT**

The provisions of this clause will commence operation from 1 January 2012.

### **18.1 Definitions**

“Contingent funded research” is research funded by limited term funding provided from external sources, but not funded through an operating grant from Government or funding comprised of payment of fees made by or on behalf of students.

### **18.2 Eligibility**

- (a) An employee engaged in contingent funded research may apply for, or be offered, a Continuing (Contingent Funded Research) Employment contract (**CCFRC**) to perform predominantly or exclusively research work where the employee:
  - (i) is 0.5 FTE or more;
  - (ii) has been employed in fixed-term academic employment at the University for a period of 5 years or more, and who is to be appointed to their second or subsequent consecutive contract; and
  - (iii) is “research active” as defined by the University’s Deputy Vice-Chancellor (Research).

- (b) The University may, in its absolute discretion, offer a CCFRC notwithstanding not all of the above criteria are satisfied.
- (c) Applications must be made in writing to the University and the University will advise the employee in writing of the outcome within 30 days of receiving the application. The University may only refuse an application on reasonable grounds. Reasonable grounds include:
  - (i) the criteria in subclause 18.2 are not satisfied;
  - (ii) where it is unlikely that there will be sufficient revenue or funding available to provide continuing support for the employee's employment beyond a further 3 year period;
  - (iii) the employee's performance has been assessed and found not to be at least satisfactory;
  - (iv) the employee has not been through a competitive selection process for the position and in the opinion of the relevant Dean the employee would not be appointable through a competitive selection process; or
  - (v) the employee does not have sufficiently transferable skills that would reasonably enable the University to redeploy the employee to another position within the University upon expiration of the existing research grant; or
  - (vi) the employee is a student, and their status as a student was the primary reason for their appointment.

### **18.3 Conditions**

- (a) Subject to subclause 18.3(b) below, an employee on a CCFRC will receive the same entitlements as other continuing employees, including superannuation.
- (b) Where funding for the continuation of a CCFRC position ceases, the consultation and redundancy provisions of clauses 20.0 – Managing Change in the Workplace and 21.0 – Redeployment and Redundancy Provisions - will not apply to an employee on a CCFRC in respect of the position in which the employee is employed.

### **18.4 Measures to Avoid Termination**

Where the funding that supports an employee's CCFRC ceases:

- (a) the University may transfer the employee to another equivalent position;
- (b) at the discretion of the relevant senior manager, a CCFRC employee may be employed using other available funding, where:
  - (i) the use of such funding is for a limited period; and
  - (ii) the Faculty or Division has a reasonable expectation that alternative research funding or a continuing appointment will become available.
- (c) if, during the notice period specified in subclause 18.5 below, the funding for the position is renewed, the notice period ceases to apply and employment continues;
- (d) if an application for renewal of the funding for the position is still pending, then by mutual agreement:
  - (i) the period of employment may continue for any period of:

- paid accrued annual leave and/or long service leave; and thereafter
  - unpaid leave, provided that unpaid leave shall not be available under this subclause to bring the aggregate period of leave above 12 weeks; or
- (ii) if the employment has ceased, payment of severance and/or payment in lieu of notice may be delayed for up to 12 weeks to facilitate continuation of service and if the funding for the position is renewed, the employee's employment will recommence and there shall be no entitlement to severance pay or payment in lieu of notice, and the period from cessation of employment to recommencement of employment shall not break continuity of service, but will not count as service.
- (e) CCFRC employment may only be used for employment which is predominantly or exclusively research. Despite this, a CCFRC employee may be allocated to other work by agreement as a measure to avoid termination. The employment will cease after a period of 12 months unless the employee is converted to continuing employment or alternative work is available consistent with CCFRC employment.

### **18.5 Termination of CCFRC**

- (a) A CCFRC may be terminated when:
- (i) the funding that supports the position ceases or is insufficient; or
  - (ii) the inherent nature of the work required has changed significantly and the skills and experience of the employee will not enable them to complete the requirements of the position; or
  - (iii) termination is made under the following clauses of this Agreement: probation (clause 25.0) or disciplinary provisions (clause 28.0).
- (b) If an employee's employment is terminated under subclause 18.5(a), and alternatives to termination under subclause 18.4 above are not possible, then the employee will be provided with notice and receive a severance payment under subclause 18.6 below.

### **18.6 Notice Periods and Severance**

- (a) For the avoidance of doubt the notice and severance provisions in subclauses 17.2 and 17.3 of this Agreement will not apply to a CCFRC employee.
- (b) Where an employee is terminated pursuant to subclause 18.5(a) above, the employee will be provided with a minimum of 4 weeks' notice of termination, or 5 weeks if the employee is over 45 years of age, which the University may pay out in lieu of notice.
- (c) Subject to subclause 18.6(e) below, where the employment of an employee on a CCFRC is terminated pursuant to subclause 18.5(a) above, the employee will be paid a severance payment in accordance with the following table:

<b>Length of Continuous Service</b>	<b>Severance payment</b>
1 year but less than 2 years	4 weeks pay
2 years but less than 3 years	6 weeks pay
3 years but less than 4 years	7 weeks pay
4 years but less than 5 years	8 weeks pay
5 years but less than 6 years	10 weeks pay

6 years but less than 7 years	11 weeks pay
7 years but less than 8 years	13 weeks pay
8 years but less than 9 years	14 weeks pay
9 years but less than 10 years	16 weeks pay
10 years or more	12 weeks pay

- (d) Fixed-term employment in the same School or Research Centre prior to commencement as a CCFRC will be included for the purposes of calculating the length of continuous service under subclause 18.6(c) above. Other fixed term employment or continuing or casual employment will not be counted for this purpose.
- (e) Severance pay will not be payable where:
- (i) the employee has resigned or declined an offer of further employment; or
  - (ii) a research centre has been (or is to be) transferred to another employer and the employee has been (or is to be) offered employment by the other employer; or
  - (iii) the employee has obtained further employment within the University without the loss of accrued entitlements.
- (f) Where the University has obtained acceptable alternative employment for the employee, it may apply to Fair Work Australia to have the severance payment or retrenchment benefit varied or waived.

## **19.0 CASUAL EMPLOYMENT**

### **19.1 Casual Employees - Duties**

- (a) In recognition of occupational health and safety responsibilities, the regular workload of a casual employee should not entail their working more than 37.5 hours per week (including associated working time, as prescribed in Schedule 2 of this Agreement).
- (b) A casual employee can be required to perform duties of the type described in Schedule 2 of this Agreement.
- (c) A casual employee should not be responsible for the employment or supervision of other staff or for the development of on line teaching and learning.
- (d) A casual employee is not expected to engage in research duties. For the purpose of this subclause, preparation for teaching and course/subject development is not regarded as research.
- (e) A casual employee who performs full or the majority of subject coordination work will be paid at the appropriate casual lecturer rate in Schedule 2 (1a to 1d) for each hour of teaching.
- (f) A casual employee should only be involved in administration to the extent that it is necessary to support their teaching related function.
- (g) All marking will be paid for in accordance with the applicable rates set out in Schedule 2 of this Agreement, except for marking undertaken during a teaching contact hour.

### **19.2 Casual Employees - Offer of Employment**

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

- (i) a statement of duties to be performed, the relevant pay rates for each duty and the anticipated number of hours required;
- (ii) a statement that additional duties will be paid for;
- (iii) entitlements with respect to superannuation;
- (iv) sources that can be contacted for further information about their employment; and
- (v) notification of the requirement to disclose other academic employment at the University.

### **19.3 Casual Employees – Salary Payment**

- (a) A casual employee will be paid on a fortnightly basis in accordance with the offer of employment and the salary rates prescribed in Schedule 2 of this Agreement. Payment will be made within 21 days of a pay claim being submitted to the University.
- (b) A casual employee will be paid, in addition to the hourly rate, the following casual loading:
  - (i) 23% payable from the date of effect of this Agreement until 5 January 2012;
  - (ii) 24% payable from 6 January 2012 until 3 January 2013; and
  - (iii) 25% payable from 4 January 2013.
- (c) The University will make employer superannuation contributions to *UniSuper* for casual employees in accordance with clause 12.0 – Superannuation - of this Agreement.

### **19.4 Career Opportunities for Long Term Qualified Casual Employees**

During the life of this Agreement the parties will jointly examine and report on proposals to improve career opportunities for long term casual academic staff who hold a PhD.

## **PART D – WORKPLACE AND ORGANISATIONAL CHANGE**

### **20.0 MANAGING CHANGE IN THE WORKPLACE**

#### **20.1 Application**

This clause applies to employees employed on continuing and on fixed term employment, but not to casual employees, although a casual employee will not be excluded from relevant information and from attending a meeting held pursuant to this clause due to their employment status.

#### **20.2 General Principles**

- (a) The sound management of workplace change requires the involvement of the employees who will be directly affected.

- (b) An employee representative will have the same rights to consultation and access to documentation as conferred on an employee under this clause.
- (c) The University will consider any proposal to minimise or eliminate the need for retrenchments at any time.

### **20.3 Minor Workplace Change**

The University will consult with employees who are significantly affected by minor workplace change issues prior to the formal implementation of any change. The University will allow a reasonable period for consultation to take place.

### **20.4 Major Workplace Change**

- (a) Major workplace change occurs in situations that have a major and substantial impact on the employee, such as, but not limited to:
  - (i) possible forced job losses;
  - (ii) outsourcing (including to UNSW controlled entities);
  - (iii) significant restructuring across an entire faculty, division, school or equivalent sized organisational unit;
  - (iv) relocation to another campus that involves unreasonable additional travel.
- (b) Where major workplace change is proposed, the University will:
  - (i) meet and consult with directly affected employees; and
  - (ii) provide a written, detailed workplace change proposal to directly affected staff as part of the consultation process.
- (c) The workplace change proposal will include an outline of the proposed changes, the reasons for the change proposal, the impact on staff, and the likely timeframe for consultation and implementation.
- (d) Directly affected employees will have an opportunity to respond to the workplace change proposal and the University will consider any alternative(s) put forward.
- (e) Directly affected employees will be advised in writing of any changes (including reason/s for changes) to the original proposal prior to implementation.
- (f) In filling positions in any new structure, the University will ensure that:
  - (i) an employee employed on either continuing or fixed-term employment whose position remains in the new structure and is not significantly changed, will continue to hold the same or substantially similar position in accordance with their contract of employment; and
  - (ii) an employee whose position does not remain in the new structure will be given first opportunity to submit an expression of interest in any positions that have been created or made vacant in the restructure.

### **20.5 Implementation of Redeployment and Retrenchment**

Where, following completion of the processes referred to in subclause 20.4 above, an employee does not hold a position in the new structure or elsewhere within the University, the Director, Human Resources will write to the employee and advise that the redeployment and retrenchment provisions of clause 21.0 – Redeployment and Redundancy Provisions - will apply, subject to subclause 21.6 below.

## **21.0 REDEPLOYMENT AND REDUNDANCY PROVISIONS**

### **21.1 Application**

- (a) Unless otherwise stated, the provisions of this clause will not apply in circumstances where the University and an employee negotiate a voluntary separation package as part of the process set out in clause 20.0 - Managing Change in the Workplace – of this Agreement.
- (b) The provisions of clause 21.0 do not apply to casual employees.

### **21.2 Notification of Redundancy**

- (a) Where, following the process set out in clause 20.0 - Managing Change in the Workplace – of this Agreement, a decision is made by the University to declare one or more academic positions redundant, the Deputy Vice-Chancellor will advise the affected employee(s) in writing of the reasons for the redundancy and that:
  - (i) the position occupied by the employee is to be declared redundant; and
  - (ii) that their employment may be terminated; and
  - (iii) that the employee will enter into a Transition Period of eight (8) weeks during which time the employee may advise the University that he/she wishes to:
    - seek a review in accordance with subclause 21.3 below; or
    - pursue redeployment to another position within the University in accordance with subclause 21.4 below; or
    - accept retrenchment in accordance with subclause 21.5 below.
- (b) An employee may seek both a review pursuant to subclause 21.3 and redeployment pursuant to subclause 21.4 below.
- (c) During the Transition Period, an employee will have access to:
  - (i) reasonable outplacement support;
  - (ii) a reasonable amount of time without loss of pay to attend job interviews or other job search activities; and
  - (iii) where agreed by the University, a program of retraining.
- (d) Reasonable travel and other expenses associated with subclause 21.2(c) above will be paid by the University, as determined by the Deputy Vice-Chancellor.

### **21.3 Review**

- (a) An employee who elects to seek a review of the decision to declare their position redundant must apply to the Deputy Vice-Chancellor for a review of that decision (**Review**) within ten (10) working days of the advice referred to at subclause 21.2(a) above. The employee must indicate the basis upon which a Review is sought.
- (b) Upon receiving a request for a Review, the Deputy Vice-Chancellor will immediately refer it to a Review Committee which will comprise:
  - (i) a nominee of the Deputy Vice-Chancellor;
  - (ii) an employee of the University nominated by the Union; and
  - (iii) a chairperson appointed by the Vice-Chancellor from the list agreed between the University and the Union dated 14 July 2011.

No member of the Review Committee will have had any involvement in the matter subject to review (other than through another Review Committee).

- (c) The Committee must be convened within seven (7) working days of the matter being referred to the Deputy Vice-Chancellor and should complete its deliberations within 15 working days.
- (d) The Review Committee's role will be to review documentation relevant to the decision to declare an employee's position redundant and to report with recommendations to the Vice-Chancellor on whether, in its opinion, the University:
  - (i) complied with clauses 20.0 - Managing Change in the Workplace and 21.0 - Redeployment and Redundancy Provisions of this Agreement;
  - (ii) used fair and objective criteria and acted without unlawful discrimination to determine which position(s) should be declared redundant.
- (e) The employee will have an opportunity to meet with the Review Committee to address the reasons for the Review, to respond to any documentation before the Review Committee and to answer any questions of the Review Committee.
- (f) The Review Committee may also seek further material and meet with any other staff member of the University it considers necessary to finalise its report. The employee will be given an opportunity to respond to any further material provided to the Review Committee.
- (g) The Vice-Chancellor will take into account the report of the Review Committee prior to making a final determination on the Review.
- (h) Following a Review, the Vice-Chancellor may approve an extension to the time-frame for investigating possible redeployment of the employee by two (2) weeks, if the employee wishes to be considered for redeployment.

### **21.4 Redeployment**

- (a) Where an employee elects redeployment, the University and the employee will look for suitable alternative positions within the University for the remaining period of the Transition Period.

- (b) Where an agreed suitable vacant academic position is available, the University will offer the employee redeployment to the position at the same classification level and step.
- (c) Where an employee is redeployed to another continuing position that requires a geographic relocation for the employee, the University will reimburse the employee for all reasonable relocation expenses associated with the redeployment.
- (d) Where a suitable vacant professional staff position is available, the University will offer the employee redeployment to the position. Where an employee accepts redeployment to a professional staff position or otherwise maintains an employment relationship with the University but in circumstances which would provide a reduced income, salary will be maintained for a period of twelve (12) months.

## **21.5 Retrenchment**

- (a) Unless another arrangement has been mutually agreed between the University and the employee, the Deputy Vice-Chancellor will advise the employee in writing that their employment is terminated on the grounds of redundancy where:
  - (i) an employee has not made any election by the end of the Transition Period in accordance with subclause 21.2(a)(iii); or
  - (ii) the Vice-Chancellor has made a determination that an employee should be retrenched following a Review of a decision to declare the position held by the employee redundant pursuant to subclause 21.3 above; or
  - (iii) the employee elected to be redeployed, but no suitable vacant position has been identified and accepted by the employee by the end of the Transition Period; or
  - (iv) an employee has elected to accept retrenchment at any time after the commencement of the Transition Period
- (b) On termination of employment, an employee will receive:
  - (i) payment in lieu of any unexpired period of the 8 week Transition Period, or in the case of an employee who negotiates a voluntary redundancy through the process set out in clause 20.0 – Managing Change in the Workplace – of this Agreement, the payment of the equivalent of 8 weeks salary;
  - (ii) payment of a 22 week Entitlement Period;
  - (iii) severance payment of three (3) weeks' salary for every completed year of service to a maximum of 52 weeks;
  - (iv) payment of leave entitlements on termination of employment in accordance with this Agreement.
- (c) Instead of an employee receiving payment for the 22 week Entitlement Period specified in subclause 21.5(b)(ii) above, the University and the employee may agree for the employee to work all or part of the Entitlement Period. An employee who works for part of the 22 weeks will receive, on retrenchment, payment for the balance of the 22 weeks of the Entitlement Period not worked.

- (d) All payments under subclause 21.5(b) above will be calculated on the employee's salary at the date of termination of employment. An employee who has converted from full-time to fractional-time employment will receive payment based on the full-time salary for their service up to the conversion to fractional-time employment and the payment from then on will be based on their fractional-time salary for the remaining period.
- (e) The term "salary" referred to in this clause means the amount paid to an employee including any salary supplementation, market loading, clinical loading or responsibility allowance paid to the employee at the time that the employee is advised of their retrenchment.

### **21.6 Acceptable Alternative Employment**

Where the University declares a position redundant but the University obtains acceptable alternative employment for the employee, the University may apply to FWA to have the severance payment or retrenchment benefit varied or waived.

## **22.0 VOLUNTARY EARLY RETIREMENT SCHEMES**

- (a) Where the University chooses to offer a voluntary early retirement scheme approved by the Australian Taxation Office, it will provide as a minimum a lump sum benefit of two (2) weeks of salary for each year of service with a maximum payment of 52 weeks of salary. This benefit will be additional to the employee's other entitlements on retirement.
- (b) The University reserves the right to accept or not to accept an expression of interest in voluntary early retirement by an employee.
- (c) This clause does not apply to an employee employed on fixed term employment or on a pre-retirement contract.

## **PART E – ACADEMIC PERFORMANCE AND RELATED MATTERS**

### **23.0 INTELLECTUAL FREEDOM**

The University recognises intellectual freedom which entails the right of an employee to:

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

without fear of harassment, intimidation or unfair treatment.

## **24.0 ACADEMIC WORKLOADS**

- (a) This clause will apply from 1 January 2012. Prior to this date the terms of clause 25.0 of the *UNSW (Academic Staff) Enterprise Agreement 2006* will continue to apply.
- (b) This clause does not apply to a casual employee. See Clause 19.1 for information on casual academic workloads, and Schedule 2 for information on the duties and responsibilities of casual academic staff.

### **24.1 Principles**

The following principles shall govern the application of this clause:

- (a) a reasonable level and equitable distribution of workload for academic staff recognising the diversity of the University and the range of activities undertaken by academic staff in the course of a year; and
- (b) a transparent process of work allocation that is generally supported by the employees of the Academic Unit; and
- (c) consultation about workload allocation.

### **24.2 Workload Formula**

- (a) A workload formula will be in place in each Academic Unit (or commonly across more than one Academic Unit). The workload formula:
  - (i) will be developed through a collegial process; and
  - (ii) should be generally supported by the employees in the Academic Unit(s); and
  - (iii) will provide for the equitable and transparent allocation of workload within the Academic Unit.
- (b) To support a transparent allocation of workload, a workload formula should enable an employee to compare their workload with others across the Academic Unit.
- (c) The workload formula will be developed in a way that identifies a transparent correlation between the measure applied and the hours of work generated. It must contain a quantifiable maximum on required workload and subject to the provisions of 24.2 (f) a quantifiable upper limit on teaching contact hours. Despite this, the requirements of this sub-clause shall be taken to have been met in circumstances where some types of work (other than teaching and related tasks) are excluded in respect of all staff or all staff in particular categories, but with an appropriate reduction in the total workload accounted for in the model.
- (d) The development of the workloads formula will take into account a range of factors, including, where relevant:
  - the level of courses;

- modes of delivery;
  - the scale of teaching responsibilities including the number of students and classes and associated activities such as course co-ordination, preparation, marking and consultation;
  - supervision of staff and students;
  - research, scholarship and creative production;
  - curriculum development and revision, other than normal preparation for teaching;
  - staff development activities;
  - field work supervision;
  - internal and external professional work;
  - administration;
  - any reasonable accommodation for disability;
  - overseas teaching;
  - special studies programme or internal release.
- (e) The allocation of teaching contact hours to an employee will be consistent with the workloads formula. The teaching contact hours of a fractional employee will be based on an equivalent fraction of teaching contact expectations of a full-time employee within the Academic Unit. It is recognised that allocated teaching duties to an employee may ebb and flow over the course of a year.
- (f) Where an agreement has been made in accordance with clause (c) of Schedule 3 for an employee to perform a predominantly teaching role for a defined period, the maximum teaching contact hours referred to in 24.2(c) above may be exceeded on a proportional basis.
- (g) Work allocated to an employee will be reduced to reflect any significant periods of planned leave, or significant unplanned leave (eg sick leave) in excess of the standard four weeks annual leave per annum. Work allocated to an employee will be increased to reflect circumstances where the employee takes significantly less than the standard four weeks annual leave per annum.
- (h) Where a significantly higher or lower workload is allocated to an employee in one year (or an alternative period specified in the workloads formula) disregarding any adjustments referred to in subclause 24.2(g) above, an equivalent adjustment to the employee's workload allocation will be made in the following year (or alternative period).

### **24.3 Periods of Scheduled Teaching**

- (a) An employee will not be required to undertake scheduled teaching on public holidays, or before 8:00 am or after 9.30pm without their agreement.
- (b) An employee will not normally be required to undertake scheduled teaching on weekends. When teaching on weekends is proposed, the supervisor will consult with the employee and seek to address any issues of concern raised by the employee about teaching during such times, including the employee's family responsibilities. This will not be taken as a limitation on the circumstances in which a supervisor should consult employees about the impact of teaching hours on employees with family responsibilities.
- (c) Scheduled teaching on weekends, public holidays, before 8:00am or after 9.30pm will be specifically recognised in the workloads weighting formula of the Academic Unit.

- (d) The current University practice of conducting teaching sessions outside the traditional teaching periods that are arranged directly between the employee's supervisor with the agreement of the employee will continue.
- (e) No employee except an employee who has reached an agreement under 24.2 (f) will be required to teach in more than two teaching sessions per year in any 12-month period. Where an employee agrees to teach in more than two sessions, compensation through workload allocation or salary will be provided to the employee.
- (f) It is recognised that there are some Academic Units that currently organise teaching sessions in a manner differently to that which has traditionally been applied in most of the University, in respect of the number or duration of such sessions. In these cases, the limitation to two teaching sessions will not apply and in lieu of this the limitation shall be designated in the workloads formula so as to support an appropriate balance of teaching and research.
- (g) Overseas teaching will only be allocated to an employee with their agreement.

#### **24.4 Review of an Employee's Workload**

An employee may seek to have their workload reviewed by raising the matter first through normal University channels and, if unresolved, the matter can be further reviewed by a committee comprising:

- (i) another academic employee of the University nominated by the employee, or by the employee's designated representative;
- (ii) the Deputy Vice-Chancellor; and
- (iii) the President of the Academic Board.

### **25.0 PROBATIONARY EMPLOYMENT**

#### **25.1 Application**

- (a) The University may require a new employee to serve a formal probationary period of up to twelve (12) months and will advise the employee accordingly in the letter of appointment.
- (b) An employee will be advised of, and given an opportunity to make a response to, any adverse material about the employee which the University intends to take into account in a decision to terminate the employment upon or before the expiry of the period of probation.
- (c) Any second or subsequent fixed-term contract with the University will not contain a probationary period.
- (d) The provisions of clause 28.0 – Disciplinary Action and Termination of Employment - of this Agreement do not apply to an employee serving a period of probationary employment.

#### **25.2 Confirmation of Continuing Employment**

- (a) The unsatisfactory performance provisions of clause 28.0 - Disciplinary Action and Termination of Employment - of this Agreement will not apply to an employee who has

completed a period of probationary employment but who is subject to a process of confirmation of continuing employment.

- (b) The process of confirmation of continuing employment referred to in subclause 25.2(a) will not exceed the date on which the employee has completed three (3) years of employment with the University and will be notified to the employee at the time of employment.
- (c) Any decision to confirm or not to confirm an employee's employment within the period of confirmation of continuing employment will be made based on criteria of satisfactory performance against a range of academic duties consistent with Schedule 3 – Duties and Responsibilities of Academic Staff at UNSW - of this Agreement and in accordance with the University's policies and procedures.

## **26.0 PERFORMANCE BASED INCREMENTAL PROGRESSION**

### **26.1 General**

An employee will be entitled to progress by annual increments to the top of the relevant salary range in accordance with the provisions of this clause.

### **26.2 Common Dates for Payment of Increments**

- (a) Increments are paid from either 1 January or 1 July of each year.
- (b) The increment date for an employee (other than an employee who has been promoted since their first appointment date) is 1 January if they commenced employment from 1 October to 31 March inclusive, or 1 July if they commenced employment from 1 April to 30 September inclusive.
- (c) The increment date for an employee who has been promoted is 1 January if the effective date of their promotion was from 1 October to 31 March inclusive, or 1 July if the effective date of their promotion was from 1 April to 30 September inclusive.

### **26.3 Progression Criteria for Increments**

- (a) An employee will be entitled to progress by annual increments to the top of the relevant salary range, provided the employee has not refused to participate in a professional development meeting with their supervisor pursuant to clause 27.0 – Professional Development - of this Agreement.
- (b) An employee who has not met with their supervisor pursuant to clause 27.0 – Professional Development – of this Agreement, or where an employee wishes to apply for two or more increments will be required to make an application to their supervisor based on performance and achievements against the relevant UNSW Position Classification Standards – Schedule 4 of this Agreement.
- (c) The granting of two increments requires the approval of the Dean and must be based on outstanding achievement over the previous twelve (12) months.
- (d) The granting of more than two increments requires the approval of the Deputy Vice-Chancellor and must be based on exceptionally outstanding achievement over the previous twelve (12) months.

## **26.4 Withholding of an increment**

Incremental progression for an employee can only be withheld for unsatisfactory performance where a supervisor has initiated action under clause 28.0 – Disciplinary Action and Termination of Employment - of this Agreement and where the employee has had an opportunity to improve performance.

## **27.0 PROFESSIONAL DEVELOPMENT**

- (a) An employee will meet annually with their supervisor in order to review their work in the past year, to discuss work in future years, and to discuss an employee's own personal career development. A supervisor will be expected to participate in ongoing training and professional development for this role.
- (b) The major areas for discussion between the employee and the supervisor will include:
  - (i) career planning and development, including accessing research grants, scheduling Special Studies Program Leave and promotion prospects;
  - (ii) the strategic plans of the School and the Faculty
  - (iii) allocated duties within the School, including teaching and administrative duties;
  - (iv) leave planning;
  - (v) support needed by the employee from the School/Faculty and the University in order to achieve personal career goals.
- (c) If the University has concerns that the employee is not performing satisfactorily the University will initiate action under subclauses 28.2(a) or (b) and will not use the procedures set out in this clause.
- (d) The parties recognise that student feedback is part of continuous quality improvement. On its own student feedback cannot be used as the total measure of teaching performance. As such, no disciplinary action for unsatisfactory performance will be initiated in accordance with subclause 28.2(b) solely on the basis of teaching evaluations by students.
- (e) Subject to any legal or regulatory requirements (including funding requirements) to the contrary, course evaluation data will not be published in a form that identifies individual staff members to any persons beyond relevant line management (including course convenors, the Head of School, Dean and Associate Dean (Education) or students involved in the relevant course.

## **PART F – MANAGEMENT OF DISCIPLINARY MATTERS AND TERMINATION OF EMPLOYMENT**

### **28.0 DISCIPLINARY ACTION AND TERMINATION OF EMPLOYMENT**

#### **28.1 General**

- (a) The University may only take disciplinary action against an employee on the grounds of unsatisfactory performance, misconduct or serious misconduct in accordance with the provisions of this clause. Any termination of employment at the initiative of the University other than that provided for in clauses 21.0 – Redundancy Provisions, 25.0 – Probationary

Employment, and 29.0 - Termination of Employment on the Grounds of Ill Health - of this Agreement may only occur in accordance with this clause.

- (b) In this clause “disciplinary action” means action by the University to discipline an academic for unsatisfactory performance, misconduct or serious misconduct and is limited to:
- (i) counselling;
  - (ii) formal censure;
  - (iii) demotion by one or more salary steps and/or one classification level;
  - (iv) removal from administrative duties (including the payment of related allowances);
  - (v) removal of responsibilities related to performance or misconduct which do not result in diminution of pay;
  - (vi) suspension with pay;
  - (vii) termination of employment, which applies only to serious misconduct or unsatisfactory performance.
- (c) In this clause “misconduct” means conduct or behaviour of a kind that is unsatisfactory and inconsistent with the expectations of an employee in the workplace.

Examples of misconduct include but are not limited to:

- (i) a breach of the University’s Code of Conduct;
- (ii) a failure to comply with University policy; or
- (iii) a failure to undertake duties consistent with the employee’s employment contract.

A breach of the University Research Code of Conduct may also constitute misconduct.

- (d) In this clause “serious misconduct” means serious misbehaviour by an employee which constitutes a serious impediment to the carrying out of their academic duties, or another employee carrying out their duties, or a serious dereliction of their duties, or conduct that causes serious or imminent risk to the health or safety of a person.

Examples of serious misconduct include but are not limited to:

- (i) theft;
- (ii) assault;
- (iii) fraud;
- (iv) serious harassment;
- (v) serious breach of University policy relating to an employee’s conduct (including in relation to the Research Code of Conduct), conflict of interest or paid outside work;
- (vi) repeated or persistent misconduct;
- (vii) repeated refusal to undertake a lawful and reasonable instruction; or
- (viii) conviction by a court for an offence that constitutes a serious impediment to the carrying out of an employee’s duty.

## **28.2 Unsatisfactory Performance**

- (a) A supervisor will make all reasonable efforts to resolve unsatisfactory performance issues at an early stage through measures such as guidance, counselling and the requirement to undertake appropriate developmental activities or particular work allocation, before a matter is referred to the Dean.

- (b) Where a supervisor is of the view that the performance of an employee is not satisfactory, the supervisor must:
  - (i) inform the employee that action is being taken in accordance with this clause;
  - (ii) advise the employee on the nature of the improvement required and the time within which reasonable improvement is expected; and
  - (iii) make a record of the advice given and provide a copy to the employee.
- (c) Where a supervisor believes that the processes referred to above have not produced the desired improvements in performance, the supervisor will make a report (“the Supervisor’s Report”) to the Dean and, at the same time, provide a copy to the employee. The employee may choose to make a response to the Supervisor’s Report to the Dean within five (5) working days of receipt of the Supervisor’s Report.
- (d) Following the receipt of the Supervisor’s Report, the Dean will meet with the employee and will give the employee an opportunity to speak to their response prior to determining what action, if any, to take. At this point, the employee may also request that the Dean seek input from up to three (3) of the employee’s peers in the Faculty.
- (e) After taking into account any response provided by the employee, including any mitigating circumstances and any comments by the employee’s academic peers, the Dean may decide to either refer the matter back to the supervisor for a further review period in accordance with subclause 28.2(b) or provide a report (“**Dean’s Report**”) to the Deputy Vice-Chancellor. The Dean’s Report will state clearly the aspects of performance viewed as unsatisfactory and the record of attempts to remedy the unsatisfactory performance.
- (f) The Dean shall provide the employee with a copy of the Dean’s Report at the time it is submitted to the Deputy Vice-Chancellor. The employee shall be entitled to ten (10) working days to submit a written response to the Dean’s Report Deputy Vice-Chancellor and which may include submissions on appropriate disciplinary action.
- (g) Having considered process, timeframes and the employee’s response, the Deputy Vice-Chancellor may then decide to take any of the following action and will advise the employee in writing of their decision:
  - (i) take no further action; or
  - (ii) refer the matter back to the supervisor or Dean to ensure that the process referred to in this clause is complied with in substance and in a manner appropriate to the circumstances; or
  - (iii) take disciplinary action consistent with subclauses 28.1(b)(i)-(vi) above; or
  - (iv) recommend to the Vice-Chancellor that the employee’s employment should be terminated.

### **28.3 Misconduct/Serious Misconduct**

- (a) Where a matter which may involve misconduct or serious misconduct has been dealt with in good faith as if it were a case of unsatisfactory performance under subclause 28.2, the procedures of this clause are not required, but the provisions of subclause 28.2 must be followed.

- (b) Other than in the case of an allegation of serious misconduct, repeated misconduct or a breach or a serious breach of the University's Research Code of Conduct, a supervisor or Dean will at an early stage take all measures as they consider are appropriate in the circumstances to try to resolve a matter which may constitute misconduct before it is referred to the Deputy Vice-Chancellor. Such measures could include guidance, counselling and the requirement for an academic to undertake appropriate developmental activities or particular work allocation.
- (c) In the case of an alleged breach or serious breach of the University's Research Code of Conduct, any such allegation may be referred by the Deputy Vice-Chancellor (Research) directly to the Deputy Vice-Chancellor to determine whether the alleged misconduct should be dealt with by the supervisor or Dean in accordance with the measures referred at subclause 28.3(b) above or by notifying the employee in writing of the specific allegations in accordance with subclause 28.3(d) below.
- (d) Where an allegation of serious misconduct or misconduct, including research misconduct, has been referred to the Deputy Vice-Chancellor and the Deputy Vice-Chancellor believes such allegation warrants further investigation, the Deputy Vice-Chancellor shall notify the employee in writing of the specific allegations in sufficient detail so that the employee can properly consider and respond to them, and invite the employee to submit a written response within ten (10) working days.
- (e) Anytime after the Deputy Vice-Chancellor has received an allegation of serious misconduct or misconduct, the Deputy Vice-Chancellor may:
  - (1) suspend the employee on full pay, or may suspend the employee without pay if the Deputy Vice-Chancellor is of the view that there is the possibility of an imminent and serious risk to another person or to the University's property arising out of the alleged act of serious misconduct or misconduct, or if the Deputy Vice-Chancellor considers that the alleged misconduct or misconduct is sufficiently serious to justify dismissal in accordance with subclause 28.5(b) below. Provided that:
    - (i) where the suspension without pay occurs at a time when the employee is on paid leave of absence the employee will continue to receive salary for the period of leave of absence;
    - (ii) the employee may engage in paid employment or draw on any recreation leave or long service leave credits for the duration of the suspension without pay;
    - (iii) the Deputy Vice-Chancellor may at any time direct that salary be paid on the ground of hardship;
    - (iv) the employee may request that the decision to suspend without pay be reviewed by a person mutually agreed between the employee and the University;
    - (v) any lost salary and other entitlements will be reimbursed if it is ultimately determined that dismissal is not warranted; or
  - (2) suspend any administrative duties and/or leadership role performed by the employee if the Deputy Vice-Chancellor is of the view that the alleged act of serious misconduct or misconduct, justifies such action. Where the suspension of any

administrative duties and/or leadership role is made, the employee will continue to receive any salary and/or allowance paid to the employee at the time of suspension.

- (f) During any period of suspension pursuant to subclause 28.3(e)(1) above, the employee may be excluded from the University, provided that the employee shall be permitted reasonable access to the University for the preparation of their case and to collect personal property.
- (g) If the allegation(s) is denied by the employee and the Deputy Vice-Chancellor is of the view that there has been no misconduct or serious misconduct, the Deputy Vice-Chancellor shall immediately advise the employee in writing, and may, by agreement with the employee, publish the advice in an appropriate manner.
- (h) If the allegation(s) is admitted in full by the employee and the Deputy Vice-Chancellor is of the view that the conduct amounts to misconduct or serious misconduct, the Deputy Vice-Chancellor shall advise the employee in writing of the Deputy Vice-Chancellor's decision and the operative date of any disciplinary action.
- (i) If the allegation(s) is denied in part or in full, or if the employee has not responded to the allegations, the Deputy Vice-Chancellor shall refer the matter for a misconduct investigation, unless the Deputy Vice-Chancellor decides to take no further action or to counsel or censure the academic staff member and take no other action.

#### **28.4 Misconduct Investigation**

- (a) A misconduct investigation will be carried out by one or more Investigation Officer(s) (**IO**) appointed by the Deputy Vice-Chancellor. The Deputy Vice-Chancellor will consult with the employee and with the Union about the name(s) of the IO prior to the appointment being confirmed. An Investigation Officer(s) may be appointed from within or external to the University.
- (b) As part of the investigation, the IO will communicate to the employee how the IO intends to carry out the investigation and will provide the employee with an opportunity to respond to any evidence considered by the IO to support the allegation(s).
- (c) The IO will provide the Deputy Vice-Chancellor with a report on the IO's findings with respect to the facts of the matter only, including reasons and evidence supporting the findings, and any mitigating factors which the IO considers relevant.
- (d) The Deputy Vice-Chancellor will specify a reasonable timeframe within which the IO is required to conduct the investigation and provide the report to the Deputy Vice-Chancellor.
- (e) The employee will be provided with a copy of the IO's report at the same time as the report is provided to the Deputy Vice-Chancellor and the employee will have a period of 5 working days in which a response to the IO's report can be provided to the Deputy Vice-Chancellor.
- (f) Having considered the IO's report, and any response from the employee, the Deputy Vice-Chancellor may then:
  - (i) take no further action; or
  - (ii) counsel the employee for inappropriate workplace behaviour; or

- (iii) take disciplinary action consistent with subclauses 28.0(b)(i)-(vi) above where the Deputy Vice-Chancellor is of the view that misconduct or serious misconduct has occurred; or
- (iv) recommend to the Vice-Chancellor that the employee's employment should be terminated.

## **28.5 Disciplinary Action**

- (a) Where the Deputy Vice-Chancellor has made a recommendation pursuant to subclauses 28.2(g)(iv) or 28.4(f)(iv) above, or where the Deputy Vice-Chancellor has taken another type of disciplinary action that would result in a reduction in the employee's salary (including allowances), the employee may, before the Vice-Chancellor makes a final determination on the matter, make a request that the Vice-Chancellor refer the matter to a committee established by the Vice-Chancellor in accordance with subclause 28.5(c) below. Any such request must be made to the Vice-Chancellor within five (5) working days of the employee being notified of the action taken by the Deputy Vice-Chancellor pursuant to subclause 28.2(g)(iv) or 28.4(f)(iv) above.
- (b) Where no request is made by the employee pursuant to subclause 28.5(a) within five (5) working days of notification of the Deputy Vice-Chancellor's action under subclause 28.2(g) or subclause 28.4(f) above, the Vice-Chancellor will make a final determination and will advise the employee of their final decision with respect to any disciplinary action to be taken.
- (c) Where a request is made by the employee pursuant to subclause 28.5(a) above, the Vice-Chancellor will refer the matter to a committee (the Review Committee) comprising:
  - (i) a nominee of the Vice-Chancellor;
  - (ii) an employee of the University nominated by the Union; and
  - (iii) a chairperson appointed by the Vice-Chancellor from the list agreed between the University and the Union dated 14 July 2011.

No member of the Review Committee will have had any involvement in the matter subject to review.

- (d) The Committee's role will be to provide advice to the Vice-Chancellor on whether, in its opinion:
  - (i) the relevant procedures of this Agreement have been followed; and
  - (ii) the fact(s) of any matter relevant to the allegation(s) has been established; and
  - (iii) the disciplinary action decided or recommended by the Deputy Vice-Chancellor is reasonable in the circumstances.

It is not the role of the Committee to establish whether or not misconduct or serious misconduct or unsatisfactory performance has occurred.

- (e) The Committee will determine its own procedure in order to effectively provide advice on the matter within the timeframes specified in this clause, including:
  - (i) Seeking further material and meeting with any person it believes appropriate;
  - (ii) Ensuring that the employee (or employee representative) has an opportunity to:

- meet with the Committee to address the alleged unsatisfactory performance, misconduct or serious misconduct and to answer any questions of the Committee;
  - present new information and make submissions;
  - receive and respond to any evidence or further material provided by any other person(s) that the Committee intends to rely on; and
  - be present during any interview and ask questions of any person interviewed by the Committee.
- (f) Notwithstanding subclause 28.5(e) above, the Committee should adopt any procedures necessary to minimise potential or emerging distress to any person(s). Such procedures may include directing questions through the Chair, allowing persons interviewed to be accompanied, or, if the Committee considers it appropriate, directing the employee (but not their employee representative) to vacate the room for the duration of an interview in which time the employee's employee representative shall be entitled to ask the questions.
- (g) The Committee must provide its advice to the Vice-Chancellor within 10 working days of its first meeting.
- (h) Having considered the advice from the Committee, the Vice-Chancellor will make a final determination on whether unsatisfactory performance, misconduct or serious misconduct has occurred and will advise the employee of their final determination and decision with respect to any disciplinary action to be taken.

## **28.6 Notice of Termination of Employment**

- (a) An employee may be dismissed without notice or payment in lieu of notice for serious misconduct. Except as provided for in subclause 28.6(b) below, where a decision has been taken to terminate the employment of an employee for unsatisfactory performance following the procedures outlined in subclauses 28.2 to 28.5 of this Agreement, the following formal notice of termination will be provided to the employee:

<b>Period of continuous service</b>	<b>Period of notice</b>
1 year or less	1 week
More than 1 year but no more than 3 years	2 weeks
More than 3 years but no more than 5 years	3 weeks
More than 5 years completed service	4 weeks

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

- (b) In addition to the period of notice specified in subclause 28.5(a) above, employees who are over 45 years of age at the time of the giving of notice and who have at least two (2) years of continuous service with the University will receive an additional one week of notice.
- (c) Payment instead of notice will be made if the University does not require the person to work out the notice period. Where the employee is only required to work part of the required notice period, the University will pay out the remainder of the notice period.
- (d) Any payments in lieu of notice will be based on the employee's salary (including loadings that are part of their normal take home salary) at the date of cessation of employment.

## **28.7 General Matters**

- (a) All steps and decisions taken in accordance with this clause are final and may not be challenged via clause 10.0 - Dispute Resolution Procedures - of this Agreement.
- (b) Nothing in this clause will be construed as excluding the jurisdiction of any external court or tribunal which, but for this subclause, would be competent to deal with the matter.
- (c) Once an allegation of misconduct has been reported to the Deputy Vice-Chancellor, all investigations and inquiries in relation to the allegations will be confidential to the extent that the law allows. This clause will not prevent the employee or officers of the University from disclosing the allegation or aspects of it in order to obtain evidence or advice relating to the allegation.
- (d) This clause in no way constrains the University from carrying out other investigations relating to the consequences of conduct of an employee or former employee when required in the public interest, eg; inquiring into the truth of research results.

## **29.0 TERMINATION OF EMPLOYMENT ON THE GROUNDS OF ILL HEALTH**

- (a) The University may only terminate the employment of an employee on the grounds of ill health in accordance with the provisions of this clause.
- (b) A supervisor should first attempt to discuss any possible health concerns with an employee where it is possible to do so. Where any such discussion at this level has failed to resolve those concerns and the University believes that the capacity of an employee to perform the duties of their position is in serious doubt due to health reasons, it may direct the employee, in writing, to undergo a medical examination by a medical practitioner chosen by the University and at the expense of the University. The medical practitioner will provide a report to the University on the employee's capacity to perform the duties of their position.
- (c) The University will provide an employee with written notice that they must present within two (2) months for a medical examination. Where the employee elects to apply to their superannuation fund, prior to the expiry of the period of notice, for ill-health retirement or temporary disability benefit pursuant to the rules of the superannuation fund, the requirement for a medical examination under subclause 29.0(b) above will lapse and no further action will be taken by the University under this clause.
- (d) A copy of the medical report pursuant to subclause 29.0(b) will be made available to the employee by the University.
- (e) If the medical examination advises that the employee is unable to perform their duties and is unlikely to be able to resume them within a reasonable period, being not less than twelve (12) months, the Deputy Vice-Chancellor may, subject to subclause 29.0(f) terminate the employment of the employee in accordance with the notice required by the employee's contract of employment or six (6) months of notice, whichever is greater.
- (f) An employee may appeal the findings contained in the medical report by advising the Deputy Vice-Chancellor of the intention to appeal, in writing, within 14 days of the report being made available. The appeal must be made as soon as practicable thereafter, though normally within one (1) month of the employee's notice of advising of their intention to appeal. An employee who is unable to lodge an appeal within one (1) month must advise the University, in writing, why it has been impracticable to do so. The appeal must be

accompanied by a report from a suitably qualified medical practitioner which states an alternative view to that contained in the medical report.

- (g) Where an appeal has been lodged by an employee in accordance with subclause 29.0(f) above, the University will refer the original assessment to a reviewing medical practitioner, who will review the original assessment and determine whether the employee is unfit as defined in subclause 29.0(e) above. The reviewing medical practitioner will undertake such medical assessments as may be necessary and will provide a report to the University and to the employee on the review undertaken. The reviewing medical practitioner will be a specialist in the relevant discipline having regard to the original assessment, and will have experience in providing medical fitness reports, and will be nominated or suggested by the Australian Medical Association, the employee's superannuation fund or Unisuper, or will be a member of the panel of health providers used for such matters by NSW Health. The University will make a final determination on whether or not the employee's employment should be terminated in accordance with the determination of the reviewing medical practitioner.
- (h) The University may construe a refusal by an employee to undergo a medical examination in accordance with these procedures within two (2) months of a written notification to do so as reason to terminate the employment provided that:
  - (i) the notice of termination of employment will be in accordance with the notice provided for in subclause 29.0(e) above;
  - (ii) the refusal by the employee will not constitute misconduct or serious misconduct, nor will it lead to any greater penalty or loss of entitlements than would have resulted from an adverse medical report; and
  - (iii) the provisions of clause 28.0 – Disciplinary Action and Termination of Employment - of this Agreement will not apply.

## **PART G – LEAVE ENTITLEMENTS AND ARRANGEMENTS**

### **30.0 GENERAL LEAVE CONDITIONS**

#### **30.1 General**

- (a) Absence on any form of approved leave does not break continuity of service with the University.
- (b) Absence on any form of paid leave will count as service for all purposes.
- (c) Absence on unpaid parental leave will count as service for long service leave purposes where the employee has completed ten (10) years service with the University and the period of the unpaid parental leave taken is less than six (6) months. All other forms of unpaid leave will not count as service.
- (d) In the event of the death of an employee, the monetary value of all annual leave and long service leave for which the employee was eligible at the time of death will be paid to their 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 Fractional-Time Employees**

The entitlements that apply to full-time employees (other than casual employees) set out in Part F of this Agreement will apply to fractional-time employees on an equivalent pro rata basis.

## **30.3 Casual Employees**

A casual employee will not be entitled to the leave entitlements and conditions set out in Part F of this Agreement, except where an express provision otherwise applies.

## **31.0 ANNUAL LEAVE**

### **31.1 Definition**

For the purposes of this clause “leave year” refers to the period from 16 February in one year to 15 February in the following year.

### **31.2 Entitlement**

An employee other than a casual employee is entitled to four weeks annual leave per annum.

### **31.3 Accrual**

- (a) Annual leave accrues progressively (on a fortnightly basis) during each year of service. Untaken annual leave will accumulate from one leave year to the next leave year subject to the requirements of subclause 31.4 below.
- (b) Annual leave does not accrue during periods of leave without pay and accrues at half the normal rate during any period of leave on half pay.

### **31.4 Taking of annual leave**

- (a) Leave planning should be included in the annual professional development discussion under clause 27.0 – Professional Development – of this Agreement.
- (b) As far as is reasonably practicable, annual leave should be taken by employees at a time which is mutually convenient to the University and the employee. Annual leave will normally be taken in a period or periods between the completion of examination duties in one session and the commencement of enrolment or teaching preparation duties for the next session. Annual leave may be taken at other times with the approval of the employee's Dean or Head of School.
- (c) If at 15 November in any year an employee has not taken or submitted a plan to take their full leave accrual for that leave year, the employee may be directed to take the untaken component of their leave year entitlement prior to 15 February provided that the employee has been:
  - (i) advised (including via email) that they have not taken and/or applied to take their full leave year entitlement; and
  - (ii) advised how much leave remains untaken; and

- (iii) asked to submit an application for leave that will exhaust their leave year entitlement by 15 February; and
  - (iv) asked to advise their Head of School (or equivalent) in writing of any dates up until 15 February on which work or personal requirements will require their attendance to duties (for example, the completion of research grant applications, attendance at conferences, research, teaching and marking responsibilities) which cannot practicably be performed at a time other than during this period.
- (d) Seven days after the advice to the employee consistent with subclauses 31.4(c)(i) – (iv) above, the University may direct the employee to take the remainder of their annual leave entitlement for that leave year prior to 15 February. Such a direction will take into account any work requirements identified in accordance with subclause 31.4(c)(iv) above and may include an explicit written direction being given to the employee not to perform the nominated work.
- (e) Provided that the steps in subclause 31.4(c) above have been taken, the direction referred to in subclause 31.4(d) may be given generically to all relevant employees in the form of a collective direction that all outstanding leave accrued in the current leave year must be taken from a specified date (for example from the commencement of the new calendar year) for the number of days necessary to exhaust the leave entitlement for that leave year and that such leave will be deemed to have been taken in accordance with that direction.
- (f) Notwithstanding subclause 31.4(e) above, an employee who has been directed to take leave from a specified date pursuant to that clause, will be recredited with leave should they be required to perform work, either at the direction of the University or as a result of an unforeseen exigency such that it would have been a dereliction of the duties of the academic office for the employee not to have performed the work at that time and that the employee notified the supervisor of the need to perform this work at the earliest possible time.
- (g) It is agreed that the above requirements relating to the taking of leave are reasonable, having regard to the:
- (i) nature of the University's operations and the custom and practice of employees taking annual leave between academic teaching sessions; and
  - (ii) the flexible work arrangements afforded to employees covered by this Agreement.

### **31.5 Directing and taking of annual leave**

- (a) In addition to subclause 31.4, the University may direct an employee to take annual leave where an employee has an accrued entitlement to annual leave of 6 weeks or more, so as to reduce their entitlement to not less than 3 weeks at the conclusion of the period of leave taken.
- (b) Notwithstanding the other provisions of this subclause 31.5, an employee may accrue annual leave to a maximum of 8 weeks, where the necessary leave applications have already been made and approved in advance of the accrual (e.g. for the purpose of overseas travel), provided that the annual leave that has been applied for will reduce the employee's annual leave entitlement to not more than one week, or otherwise with the approval of the University. The University will not unreasonably refuse any such leave application.

### **31.6 Payment of annual leave**

- (a) An employee will be paid for any accrued but untaken annual leave upon the termination of his or her employment.
- (b) For the purposes of determining the employee's accrued but untaken annual leave as at the date of termination, an employee will be required to provide the record of days on which leave has been taken for that year as referred to in subclause 31.4(a) above.

**31.7 Annual Leave Loading**

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

**31.8 Public Holidays**

Where a public holiday prescribed in clause 39.0 falls during a period on which an employee is on annual leave, the public holiday will not count as a day of annual leave.

**32.0. LONG SERVICE LEAVE**

**32.1 Entitlement**

- (a) An employee will be entitled to long service leave as follows:

<b>Years of Employment at UNSW</b>	<b>Entitlement</b>
Between 5 and 10 years	<p>A proportionate amount of long service leave based on the equivalent of 6 calendar days for each completed year where employment of the employee is terminated by:</p> <ul style="list-style-type: none"> <li>(a) UNSW for any reason other than serious misconduct; (including repeated misconduct); or</li> <li>(b) the employee on account of illness, incapacity, or domestic or other pressing necessity; or</li> <li>(c) reason of the death of the employee</li> </ul>

After 10 years	3 months of leave on full pay; or 6 months of leave on half pay
Between 10 and 15 years	3 months of leave on full pay or 6 months of leave on half pay;  <u>plus</u>  9 calendar days per annum
After 15 years	4 months and 15 days on full pay or 9 months on half pay;  <u>plus</u>  15 calendar days for each additional year of employment at UNSW

- (b) The completion of employment referred to at subclauses 32.1(a) above and 32.6 below applies to either continuous or broken periods of employment. For the purposes of the clause, “continuous employment” will mean the same as in the *NSW Long Service Leave Act 1955* as amended or replaced.

### 32.2 Calculation

- (a) The monetary value of an employee’s entitlement to long service leave under subclause 38.1(a) will be calculated at the employee’s base rate of pay:
- (i) immediately prior to taking the leave; and/or
  - (ii) on termination of employment.
- (b) If an employee has been employed at the University partly on a full-time basis and partly on a part-time basis, the long service leave entitlement will depend on the employee’s employment basis on the day immediately prior to taking the leave (or at the date of termination). If on that day the employee is full-time, long service leave is to be paid at the employee’s full-time rate of pay. If on that day the employee is part-time, long service leave is to be paid at the employee’s part-time rate of pay, based on the average fraction of service over the employment.

### 32.3 Casual Employees

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 or replaced.

### 32.4 Recognition of Prior Service

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

- (b) An application for recognition of prior service for long service leave purposes must be made by an employee in writing to Human Resources upon commencement of work at UNSW.

### **32.5 Accrual of Long Service Leave taken at Half-Pay**

At the option of the employee, long service leave may be taken at half pay which reduces the long service leave entitlement by only half the period taken. Where an employee takes long service leave at half pay, the employee's entitlement to long service leave will accrue at half the rate described in subclause 32.1 above.

### **32.6 Leave Without Pay**

- (a) Leave without pay does not count as service within the first ten (10) years of employment at UNSW.
- (b) On the completion of ten (10) years of employment with UNSW, any period of leave without pay of less than six (6) months will be counted as service for accrual purposes of long service leave. If a period of leave without pay exceeds six (6) months during this period of employment, the whole period of such leave will not count as service for long service leave purposes, subject to subclause 32.6(c) below.
- (c) The University may count the whole period of leave without pay for long service leave purposes where an employee takes such leave to engage in other employment and the other employer is willing to pay to the University an appropriate percentage of the employee's salary specifically to cover the employee's accrual of long service leave.

### **32.7 Sick Leave**

An employee on long service leave who is ill for one (1) week or more during such leave will, upon the presentation of a medical certificate for the relevant period, have the period of the illness treated as sick leave and the equivalent period of long service leave recredited. The period of sick leave will be deducted from the employee's sick leave entitlement.

### **32.8 Public Holidays**

- (a) Where a public holiday prescribed in clause 39.0 falls during a period on which an employee is on long service leave, the public holiday will not count as a day of long service leave.
- (b) Where a public holiday prescribed in clause 39.0 falls during a period on which an employee is on long service leave on half-pay, payment for the public holiday will be made at half pay.

### **32.9 Application for Long Service Leave**

An employee who wishes to take long service leave must submit an application to the supervisor for consideration at least six (6) months in advance of the proposed date when long service leave is to commence.

### **32.10 Election by Employee to take Long Service Leave**

An employee can elect to take a period of long service leave at a time of their choosing upon submitting an application for such leave to the University, provided the employee gives a period of notice of not less than six (6) months of such leave.

### **32.11 Direction to take Long Service Leave**

An employee who has a long service leave entitlement of 4½ months or more may be directed by the University to take such leave at a time convenient to the University, provided that:

- (i) the Vice-Chancellor will give the employee written notice at least twelve (12) months of the date when leave is to commence;
- (ii) the employee is not required to take long service leave within two (2) years of the employee's notified (in writing) date of retirement;
- (iii) the minimum period of the leave to be taken is six (6) weeks; and
- (iv) the employee will not be directed by the University to take a further period of directed long service leave in accordance with this clause within two (2) years of the conclusion of the previous period of directed long service leave.

### **32.12 Payment on Death of Employee**

In the event of the death of an employee, the monetary value of all long service leave for which the employee was eligible at the time of death will be paid to their 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.

## **33.0 PERSONAL LEAVE**

It is recognised that employees may need to access the types of leave described in subclauses 33.1, 33.2 and 33.3 for a variety of reasons, including for reasons related to domestic violence.

### **33.1 SICK LEAVE**

#### **33.1.1 Entitlement**

Subject to subclause 33.1.2 below, an employee may be granted whichever is more favourable to the employee:

- (i) sick leave of up to 22 working days on full pay and up to 22 working days on half pay in any twelve (12) month period, subject to the presentation by the employee of a medical certificate for the sick leave taken; or
- (ii) sick leave may be accrued at the rate of five (5) days for each completed year of service, from which the total amount of sick leave taken including the full-time equivalent of any leave taken on half pay is deducted.

#### **33.1.2 Entitlement – Employees of the Professorial Superannuation Scheme**

- (a) In the event of serious illness or incapacity by an employee who is a member of the Professorial Superannuation Scheme, the employee will, on the presentation of a medical certificate, be entitled to up to six (6) months of sick leave on full salary and, thereafter, up to six (6) months of sick leave on half salary, subject to subclause 33.1.2(b) below.
- (b) The entitlements referred to at subclause 33.1.2(a) above will not be granted by the University to an employee within two (2) years of their date of entry on duty as a professor, if the University is of the opinion that the employee's illness or breakdown was due to causes existing at or before the employee's date of entry on duty as a professor.

### **33.1.3 Public Holidays**

Where a public holiday prescribed in clause 39.0 falls during a period on which an employee is on sick leave, the public holiday will not count as a day of sick leave.

## **33.2 CARER'S LEAVE**

### **33.2.1 Interpretation**

"Carer's leave" refers to the use of an employee's entitlement to sick leave for the purposes of caring for an immediate family member. An employee may apply to the Director, Human Resources for carer's leave with respect to a person not covered by the definition of "immediate family" but for whom there is a significant and close cultural or family relationship.

### **33.2.2 Entitlement to Carer's leave**

Carer's leave is available as follows:

- (a) In the first year of employment, an employee can take up to 10 days of their available sick leave as carer's leave.
- (b) In the second and subsequent years of employment, an employee can take up to 12 days of their available sick leave as carer's leave each year.
- (c) If an employee's current year's entitlement to sick leave is exhausted, accumulated sick leave may be accessed for carer's leave.
- (d) If all accessible leave for the purpose of carer's leave is exhausted, an employee may, with the approval of the Director, Human Resources, take any accrued entitlement to annual leave or long service leave or take leave without pay to cover the absence.

### **33.2.3 Conditions of Carer's Leave**

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

- (a) An employee would normally be responsible for the care and support of the person concerned.
- (b) An employee will not be entitled to take carer's leave where another person has taken carer's leave to care for the same person.

- (c) Any absence for carer's leave must be supported by a medical certificate or other satisfactory evidence confirming the requirement for care by another, subject to subclause 33.2.3(d) below.
- (d) A full-time employee will be entitled to a maximum of 21 hours each year for the purpose of caring for an immediate family member without having to provide a medical certificate or other satisfactory evidence.

### **33.3 COMPASSIONATE LEAVE**

- (a) An employee is entitled to three (3) days of paid compassionate leave for each occasion when:
  - a member of the employee's immediate family; or
  - a member of the employee's household; or
  - a person who is related by blood or marriage or who has a strong affinity with the employee by way of traditional or ceremonial affiliation

contracts or develops a personal illness that poses a serious threat to their life, or sustains a personal injury that poses a serious threat to their life, or dies.

- (b) An employee who is on a period of approved leave at the time of death of a person referred to at subclause 39.3(a) may apply for up to three (3) days of compassionate leave and be recredited the other period of leave, provided that such recrediting of leave will not occur more than once in any one calendar year.
- (c) An employee may convert accrued annual leave or long service leave to extend the period of compassionate leave for up to an additional 20 working days.
- (d) An employee who makes application for compassionate leave may be requested by the University to provide evidence or details of the circumstances giving rise to the application.

### **33.4 DOMESTIC VIOLENCE LEAVE**

- (a) The University recognises that both female and male employees sometimes experience situations of violence or abuse in their personal life that may affect their attendance or performance at work.
- (b) The University may offer employees experiencing domestic violence a broad range of support. This includes where appropriate:
  - (i) access the types of leave described in subclauses 33.1, 33.2 and 33.3 of this Agreement;
  - (ii) flexible working arrangements, including changes to working times consistent with the needs of the work unit; and
  - (iii) changing work location, telephone number or email address.
- (c) Proof of domestic violence may be required by the University and which can be presented in the form an agreed document issued by the police service, a court, a medical practitioner, a domestic violence support service or lawyer, or a counselling professional.

(d) The University will develop further policy in this area during the term of the Agreement.

### 33.5 PARENTAL LEAVE

#### 33.5.1 Entitlements - Paid Parental Leave

An employee has a basic entitlement to 52 weeks of unpaid parental leave. Within that 52 week period, an employee commencing parental leave after the commencement of this Agreement may take paid parental leave in accordance with the following table:

Type of Paid Leave	Paid Leave Entitlement	Timeframe	Conditions
<b>Maternity</b>	<p>Commencement of employment up to 5 years of continuous service =</p> <p>26 weeks (full pay)</p> <p>5 years or more of continuous service =</p> <p>36 weeks (full pay)</p>	<p>52 weeks in total</p> <p>Commencement date may be up to 20 weeks prior to expected date of delivery/placement</p>	<ul style="list-style-type: none"> <li>• By agreement with the University may be taken in more than one consolidated period.</li> <li>• Some or all of the leave may be taken at half pay (up to maximum of 52 weeks).</li> <li>• Annual leave accrues on proportional basis of the full time entitlement where maternity leave is taken on a part-time basis.</li> <li>• If a full-time employee has converted to fractional-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.</li> <li>• In addition, an employee may apply to the University for additional unpaid leave.</li> <li>• Taken by the birth mother but can be shared if both parents work at UNSW.</li> </ul>
<b>Adoption - under 5 years</b>	<p>Commencement of employment up to 5 years of continuous service =</p> <p>26 weeks (full pay – for</p>	<p>52 weeks in total</p> <p>Commencement from date of placement of child</p>	<ul style="list-style-type: none"> <li>• Adoption leave may not be accessed for a child who has been living with the partner (including same gender partner) of an employee prior to the employee adopting the child.</li> </ul>

	<p>child under 5 years)</p> <p>5 years or more of continuous service =</p> <p>36 weeks (full pay - for child under 5 years)</p>		<ul style="list-style-type: none"> <li>• Some or all of the leave may be taken at half pay (up to maximum of 52 weeks).</li> <li>• In addition, an employee may apply to the University for additional unpaid leave.</li> <li>• Can be shared if both parents work at UNSW.</li> </ul>
<b>Adoption – child 5 years or older</b>	<p>2 weeks (full pay) or</p> <p>4 weeks (half pay)</p>	52 weeks unpaid leave minus any paid leave entitlement.	<ul style="list-style-type: none"> <li>• By agreement with the University, such leave may be taken in more than one consolidated period.</li> </ul>
<b>Foster Parent</b>	<p>3 weeks (full pay) (for child under 5 years)</p> <p>2 weeks (full pay) (for child 5 years and over)</p>	52 weeks unpaid leave minus any period of paid leave from the time that a foster child enters the employee's care on a long term placement	
<b>Partner (including same gender partner)</b>	2 weeks (full pay)	Commencement may be up to 3 weeks prior to the expected birth and up to 3 months after the birth	<ul style="list-style-type: none"> <li>• In addition, an employee whose partner has given birth to a child will be entitled to a further unbroken period of 50 weeks unpaid partner leave</li> <li>• In addition, an employee may apply to the University for additional unpaid leave</li> </ul>
<b>Grandparent</b>	2 weeks (full pay) within any two year period	From the date of birth and up to 1 month after the birth	<ul style="list-style-type: none"> <li>• An employee must provide a statutory declaration confirming that the birth mother of the child has no partner available to provide care to the birth mother</li> <li>• Leave may be taken in one or more consolidated period</li> <li>• An employee may apply to take additional leave in the form of paid annual leave or</li> </ul>

			long service leave or unpaid leave
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### 33.5.2 General Conditions of Parental Leave

- (a) Unless it is impracticable, an employee will provide their supervisor with at least ten (10) weeks' notice of the intention to take parental leave and at least four (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) Where parental leave as set out in subclause 33.5.1 is shared, one employee's leave entitlement will be reduced by any period of parental leave taken by the employee's partner (including same-gender 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.
- (f) Absence on unpaid parental leave will count as service for long service leave purposes where the employee has completed ten (10) years of service with the University and the period of the unpaid parental leave taken is less than six (6) months. All other forms of unpaid leave will not count as service.

### 33.5.3 Fixed-term Appointments

- (a) An employee on fixed-term employment will cease to have an entitlement to parental leave upon the expiry of the employment, except as provided for in subclauses 33.5.3(b) and (c) below.
- (b) An employee on a fixed term 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 33.5.1 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 on fixed term employment 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.

### 33.5.4 Casual Employees

- (a) A casual employee who is pregnant will be entitled to 14 weeks paid maternity leave and 38 weeks unpaid maternity leave 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 (or the break between Session 2 in one year and Session 1 in the next), immediately prior to the pregnancy; and
  - (ii) she has not accessed paid maternity leave from any other employer for the pregnancy.

Any other casual employee employed on a regular and systematic basis for several periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least 12 months, and has a reasonable expectation of ongoing employment, will be entitled to take up to 52 weeks unpaid leave.

- (b) Notwithstanding subclause 33.5.4(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.

### **33.5.5 Continuity of Service and Other Conditions of Employment**

- (a) 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 (6) months of the previous twelve (12) month period.
- (b) An employee may elect to cover any of the period of unpaid parental leave by taking accrued annual leave and/or long service leave.

### **33.5.6 Unplanned Cessation of Parental Leave**

- (a) If parental leave has commenced, or has been approved but not commenced:
  - (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 such leave.

- (b) In each of the circumstances referred to at subclauses 33.5.6(a)(i) and (a)(ii), parental leave will cease on the date of the death of the child or the date of the unplanned cessation. Commencing the following day, an employee will be entitled to be absent from duty on special maternity/adoption leave for a period of up to 14 weeks payable at their base rate of pay. Unless an earlier date is agreed between the employee and the University, the employee will return to duty at the completion of this period.
- (c) In addition to the 14 weeks of paid leave provided for in subclause 39.5.6(b), an employee may apply for and be granted further leave such as sick leave, compassionate leave, annual leave, or long service leave as prescribed in this Agreement.
- (d) Documentation will be required to support any period of leave pursuant to subclause 33.5.6 (a) above.

### **33.5.7 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 fractional-time because of the pregnancy, the relevant position is the position held immediately before the employee began working fractional-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 20.0 - Managing Change in the Workplace - 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 20.0 - Managing Change in the Workplace - 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.

### **33.5.8 Return to Work on a Fractional-Time Basis**

- (a) A full-time employee on a period of parental leave may return to work on a fractional-time basis for a defined period following the completion of the parental leave. An employee may request to extend the defined period until the child reaches school age.

- (b) An application to return to work on a fractional-time basis must be made at least eight (8) weeks prior to the completion of the parental leave.
- (c) The University will genuinely consider any application by an employee pursuant to subclause 33.5.8(a) and may only refuse the request on reasonable grounds related to the capacity of the University to accommodate the request. If the University is unable to provide work on a fractional time basis in the position which the employee held prior to taking parental leave, the employee will be advised in writing. If in such circumstances the University identifies a suitable vacant position to which the employee may be placed on a fractional-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 their former substantive position for the period of fractional-time employment.
- (d) At the conclusion of the period of fractional-time employment, the employee will return to their 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 subclauses 33.5.7(c) and (d) above will apply.

### **33.5.9 Support for Parents Returning to Work After Parental Leave**

The parties recognise the importance of providing support for employees with young children and note initiatives introduced by University policy in this area such as the establishment of the Career Advancement Fund to provide grants to women returning from maternity leave to assist them in re-establishing their research profiles.

## **34.0 SPECIAL LEAVE**

- (a) Special leave with pay of up to three (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 requested coincides with any other period of leave.

## **35.0 OBSERVATION OF HOLY DAYS AND ESSENTIAL RELIGIOUS OR CULTURAL DUTIES**

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

cognisant of the needs of employees of Aboriginal and Torres Strait Islander descent to meet needs associated with their culture.

## **36.0 JURY LEAVE AND WITNESS LEAVE**

### **36.1 Jury Leave**

- (a) An employee required to serve as a juror will:
  - (i) notify their 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 their 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.

### **36.2 Witness leave**

- (a) An employee required to attend a court or tribunal as a witness must notify the University, through their 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 FWA, 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 their supervisor in advance.

## **37.0 DEFENCE FORCES LEAVE**

### **37.1 Amount of Leave**

An employee may be granted paid leave to attend Defence Forces Reserves Training programs or courses on the following basis:

	<b>Annual Training</b>	<b>School, class or course of instruction</b>
Navy	13 calendar days	13 calendar days
Army	14 calendar days	14 calendar days
Air Force	16 calendar days	16 calendar days

### **37.2 Additional Leave**

- (a) Additional leave not exceeding four (4) calendar days in any period of twelve (12) months may be approved on written certification of its necessity by the employee's Commanding Officer.
- (b) Any further leave may be granted and deducted from the employee's accrued annual leave and/ or long service leave or taken as leave without pay.

- (c) The University will consider on a case-by-case basis an application submitted by an employee for paid leave in addition to the provisions referred to at subclauses 37.2(a) and (b) above where the University is reimbursed for the employee's absence through a scheme funded by the Commonwealth Government.

### **37.3 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.

## **38.0 SPECIAL STUDIES PROGRAM**

- (a) An employee will be entitled to apply to undertake a Special Studies Program (SSP) provided that it will commence no sooner than three (3) years after entry on duty. The period of three (3) years may be reduced if prior service at another university has been recognised for this purpose.
- (b) The University will recognise prior continuous paid service with other Australian higher education institutions as qualifying service when considering applications for SSP. Provided that if an employee has taken a period of time on SSP at another university, that period will be considered.
- (c) Eligibility for recognition of prior service with another University will be dependent upon continuity of employment between the other University and UNSW.
- (d) If there is not more than two months between the cessation of employment with another university and commencement with UNSW, continuity will be deemed not to have been broken, but the period between cessation and commencement will not be taken into account in determining length of service for the purposes of this clause.

## **39.0 PUBLIC HOLIDAYS**

- (a) An employee 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
  - Canberra Day (UNSW@ADFA only)
  - 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)
  - all other proclaimed Public Holidays for the state of NSW and the ACT (as applicable)
- (b) All working days between Christmas Day and New Years Day will be deemed University Holidays.

- (c) Where a public holiday prescribed in this clause falls during a period on which an employee is on annual leave, sick leave or long service leave, the public holiday will not count as a day of any such leave.

## **PART H OTHER ITEMS**

### **40.0 INDIVIDUAL FLEXIBILITY ARRANGEMENT**

- (a) The University and an employee may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement on any of the following matters:
  - (i) to adjust the rate at which long service leave is paid as set out in subclause 32.1(a) above with an equivalent adjustment to lengthen the relevant leave entitlement; and
  - (ii) to adjust the rate at which maternity leave is paid as set out in subclause 33.5.1 above with an equivalent adjustment to lengthen the relevant leave entitlement; and
  - (iii) to adjust the rate at which annual leave is paid as set out in subclause 31.2 above with an equivalent adjustment to lengthen the relevant leave entitlement or in the case of an employee with more than two times the accrual specified in subclause 31.2 above an equivalent adjustment to reduce the relevant leave entitlement.
- (b) The terms and conditions that apply to making an individual flexibility arrangement are set out at Schedule 5 of this Agreement.

### **41.0 UNION ARRANGEMENTS**

- (a) An employee who has been appointed as a union representative for the Union will be allowed reasonable paid time, and will be considered to be on duty, for the conduct of union activities.
- (b) A maximum of 20 working days per annum may be accessed by appointed union representatives of the Union to attend external union meetings, trade union training courses and such associated activities, provided that:
  - (i) adequate written notice has been given to the Manager, Industrial Relations;
  - (ii) the absence of an individual employee is not inconvenient to the operations of their work unit; and
  - (iii) no individual union representative may be absent for more than six (6) working days per annum.
- (c) A Union meeting should be held during meal breaks or other work breaks, and may only be held during working hours if agreed, in writing, between a Union and the Director, Human Resources. This clause does not confer any entitlement to right of entry other than in accordance with Part 3-4 of the Act.
- (d) The University will include in individual staff induction packages an application form for the Union.

## **42.0 INDIGENOUS EMPLOYMENT**

During the life of this Agreement, the University will:

- (a) Continue to implement its Indigenous Employment Plan (the “Plan”), and develop a new Indigenous Employment Plan for the period at least of the nominal life of this Agreement;
- (b) Develop and maintain a consultative mechanism for maintaining effective links with Indigenous communities and agencies, and include an Indigenous staff member nominated by the Union in any committee or like body which has the responsibility for monitoring or overseeing the implementation of the Plan;
- (c) Actively pursue the targets for increased Indigenous employment included in the present and any future Plan; and
- (d) Consult the Union up to twice a year, upon request, about progress in developing or implementing the Plan.

## **43.0 EMPLOYMENT EQUITY**

- (a) The University will implement an Equal Employment Strategy during the life of this Agreement. Two key objectives of this Strategy will be to:
  - (i) emphasise programs to support the development of female staff into senior positions within the University; and
  - (ii) develop measures to support the needs of staff with disabilities or family responsibilities.
- (b) The University will consult with the Union up to twice a year, upon request, about progress in developing or implementing these objectives.

## **44.0 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.

# PART I - SCHEDULES

## SCHEDULE 1

### ACADEMIC SALARY RATES FOR FULL-TIME STAFF

#### LEVEL A (ASSOCIATE LECTURER)

Step	10/7/09 2.0%	8/1/10 2.0%	9/7/10 2.0%	7/1/11 2.0%	8/7/11 2.0%	6/1/12 2.0%	6/7/12 2.0%	4/1/13 2.0%	5/7/13 2.0%	3/1/14 2.0%
1	54,937	56,036	57,157	58,300	59,466	60,655	61,868	63,105	64,367	65,654
2	57,843	59,000	60,180	61,384	62,612	63,864	65,141	66,444	67,773	69,128
3	60,777	61,993	63,233	64,498	65,788	67,104	68,446	69,815	71,211	72,635
4	63,714	64,988	66,288	67,614	68,966	70,345	71,752	73,187	74,651	76,144
5	66,099	67,421	68,769	70,144	71,547	72,978	74,438	75,927	77,446	78,995
6 *	68,483	69,853	71,250	72,676	74,129	75,612	77,124	78,666	80,239	81,844
7	70,868	72,285	73,731	75,205	76,710	78,244	79,809	81,405	83,033	84,694
8	73,250	74,715	76,209	77,733	79,288	80,874	82,491	84,141	85,824	87,540

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

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

#### LEVEL B (LECTURER)

Step	10/7/09 2.0%	8/1/10 2.0%	9/7/10 2.0%	7/1/11 2.0%	8/7/11 2.0%	6/1/12 2.0%	6/7/12 2.0%	4/1/13 2.0%	5/7/13 2.0%	3/1/14 2.0%
1	76,921	78,459	80,028	81,629	83,262	84,927	86,626	88,359	90,126	91,929
2	79,673	81,266	82,891	84,549	86,240	87,965	89,724	91,518	93,348	95,215
3	82,422	84,070	85,751	87,466	89,215	90,999	92,819	94,675	96,569	98,500
4	85,176	86,880	88,618	90,390	92,198	94,042	95,923	97,841	99,798	101,794
5	87,925	89,684	91,478	93,308	95,174	97,077	99,019	100,999	103,019	105,079
6	90,680	92,494	94,344	96,231	98,156	100,119	102,121	104,163	106,246	108,371

#### LEVEL C (SENIOR LECTURER)

Step	10/7/09 2.0%	8/1/10 2.0%	9/7/10 2.0%	7/1/11 2.0%	8/7/11 2.0%	6/1/12 2.0%	6/7/12 2.0%	4/1/13 2.0%	5/7/13 2.0%	3/1/14 2.0%
1	93,428	95,297	97,203	99,147	101,130	103,153	105,216	107,320	109,466	111,655
2	96,182	98,106	100,068	102,069	104,110	106,192	108,316	110,482	112,692	114,946
3	98,930	100,909	102,927	104,986	107,086	109,228	111,413	113,641	115,914	118,232
4	101,685	103,719	105,793	107,909	110,067	112,268	114,513	116,803	119,139	121,522
5	104,434	106,523	108,653	110,826	113,043	115,304	117,610	119,962	122,361	124,808
6	107,188	109,332	111,519	113,749	116,024	118,344	120,711	123,125	125,588	128,100

**LEVEL D (ASSOCIATE PROFESSOR)**

Step	10/7/09 2.0%	8/1/10 2.0%	9/7/10 2.0%	7/1/11 2.0%	8/7/11 2.0%	6/1/12 2.0%	6/7/12 2.0%	4/1/13 2.0%	5/7/13 2.0%	3/1/14 2.0%
1	111,774	114,009	116,289	118,615	120,987	123,407	125,875	128,393	130,961	133,580
2	115,440	117,749	120,104	122,506	124,956	127,455	130,004	132,604	135,256	137,961
3	119,107	121,489	123,919	126,397	128,925	131,504	134,134	136,817	139,553	142,344
4	122,776	125,232	127,737	130,292	132,898	135,556	138,267	141,032	143,853	146,730

**LEVEL E (PROFESSOR)**

10/7/09 2.0%	8/1/10 2.0%	9/7/10 2.0%	7/1/11 2.0%	8/7/11 2.0%	6/1/12 2.0%	6/7/12 2.0%	4/1/13 2.0%	5/7/13 2.0%	3/1/14 2.0%
142,957	145,816	148,732	151,707	154,741	157,836	160,993	164,213	167,497	170,847

**CLINICAL LOADINGS \$/YEAR**

10/7/09 2.0%	8/1/10 2.0%	9/7/10 2.0%	7/1/11 2.0%	8/7/11 2.0%	6/1/12 2.0%	6/7/12 2.0%	4/1/13 2.0%	5/7/13 2.0%	3/1/14 2.0%
25,084	25,586	26,097	26,619	27,152	27,695	28,249	28,814	29,390	29,978

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

## SCHEDULE 2

### CASUAL ACADEMIC SALARY RATES

- (a) An hourly rate of pay will be paid to casual employees and will be derived by the following formula:

Relevant full-time salary / 52 / 37.5 x hours including associated working time multiplied by the casual loading referred to at subclause (b) below.

- (b) The casual loading payable will be:
- (i) 23% payable from the date of operation of this Agreement until 5 January 2012
  - (ii) 24% payable from 6 January 2012 until 3 January 2013
  - (iii) 25% payable from 4 January 2013

- (c) The relevant salary point will be the relevant salary point in Schedule 1:

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

- (d) Casual academic salary rates are set out below.

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

“Seminars” means any educational delivery described as a seminar in a course or unit outline, or in an official timetable issued by the University. Seminars may be a supplementary forms of education delivery. Seminars that are supplementary forms of education delivery or are conducted in small groups consistent in size with tutorial classes in the Faculty, will be paid for at the appropriate tutorial rate. Seminars that are not a supplementary form of education delivery will be paid for at the appropriate lecture rate.

The hourly rate of pay for lecturing or tutoring set out below will encompass the following activities in addition to the delivery of lectures and/or tutorials:

- (i) preparing of lectures or tutorials;
- (ii) administration of relevant records of the students for whom the casual employee is responsible;
- (iii) informal consultation with students. This consultation involves face to face consultations immediately prior to or following, or reasonably contemporaneous with a lecture or tutorial; and
- (iv) any marking which occurs during the delivery of the class.

- (e) The total hours of work will not normally exceed two extra hours for every hour of teaching time, however may involve more than two hours in the case of 1a and 1b below.
- (f) A repeat lecture or tutorial assumes only one hour of associated working time as preparation has already been paid in respect of a first preparation.

## **1.0 CASUAL LECTURER – Per one hour lecture**

### **1a Rate**

10/7/09 2.0%	8/1/10 2.0%	9/7/10 2.0%	7/1/11 2.0%	8/7/11 2.0%	6/1/12 2.0%	6/7/12 2.0%	4/1/13 2.0%	5/7/13 2.0%	3/1/14 2.0%
251.28	256.30	261.43	266.65	271.99	279.68	285.28	293.33	299.19	305.18

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

### **1b Rate**

10/7/09 2.0%	8/1/10 2.0%	9/7/10 2.0%	7/1/11 2.0%	8/7/11 2.0%	6/1/12 2.0%	6/7/12 2.0%	4/1/13 2.0%	5/7/13 2.0%	3/1/14 2.0%
201.02	205.04	209.14	213.32	217.59	223.75	228.22	234.66	239.35	244.14

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

### **1c Rate**

10/7/09 2.0%	8/1/10 2.0%	9/7/10 2.0%	7/1/11 2.0%	8/7/11 2.0%	6/1/12 2.0%	6/7/12 2.0%	4/1/13 2.0%	5/7/13 2.0%	3/1/14 2.0%
150.77	153.78	156.86	159.99	163.19	167.81	171.17	176.00	179.52	183.11

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

### **1d Rate**

10/7/09 2.0%	8/1/10 2.0%	9/7/10 2.0%	7/1/11 2.0%	8/7/11 2.0%	6/1/12 2.0%	6/7/12 2.0%	4/1/13 2.0%	5/7/13 2.0%	3/1/14 2.0%
100.51	102.52	104.57	106.66	108.80	111.87	114.11	117.33	119.68	122.07

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

## **2. CASUAL TUTORIAL – Per one-hour tutorial**

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

### **2a Rate**

<b>10/7/09</b> <b>2.0%</b>	<b>8/1/10</b> <b>2.0%</b>	<b>9/7/10</b> <b>2.0%</b>	<b>7/1/11</b> <b>2.0%</b>	<b>8/7/11</b> <b>2.0%</b>	<b>6/1/12</b> <b>2.0%</b>	<b>6/7/12</b> <b>2.0%</b>	<b>4/1/13</b> <b>2.0%</b>	<b>5/7/13</b> <b>2.0%</b>	<b>3/1/14</b> <b>2.0%</b>
109.46	111.65	113.88	116.16	118.48	121.83	124.27	127.78	130.33	132.94

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

### **2b Rate**

<b>10/7/09</b> <b>2.0%</b>	<b>8/1/10</b> <b>2.0%</b>	<b>9/7/10</b> <b>2.0%</b>	<b>7/1/11</b> <b>2.0%</b>	<b>8/7/11</b> <b>2.0%</b>	<b>6/1/12</b> <b>2.0%</b>	<b>6/7/12</b> <b>2.0%</b>	<b>4/1/13</b> <b>2.0%</b>	<b>5/7/13</b> <b>2.0%</b>	<b>3/1/14</b> <b>2.0%</b>
72.97	74.43	75.92	77.44	78.99	81.22	82.85	85.18	86.89	88.63

Repeat tutorial involves 1 hour delivery and 1 hour of associated working time, provided that the hourly rate in a repeat tutorial applies to the subsequent delivery of substantially the same subject matter in a tutorial within a period of 7 days of the first presentation.

### **2c Rate**

<b>10/7/09</b> <b>2.0%</b>	<b>8/1/10</b> <b>2.0%</b>	<b>9/7/10</b> <b>2.0%</b>	<b>7/1/11</b> <b>2.0%</b>	<b>8/7/11</b> <b>2.0%</b>	<b>6/1/12</b> <b>2.0%</b>	<b>6/7/12</b> <b>2.0%</b>	<b>4/1/13</b> <b>2.0%</b>	<b>5/7/13</b> <b>2.0%</b>	<b>3/1/14</b> <b>2.0%</b>
129.59	132.18	134.83	137.53	140.27	144.24	147.13	151.28	154.31	157.39

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

### **2d Rate**

<b>10/7/09</b> <b>2.0%</b>	<b>8/1/10</b> <b>2.0%</b>	<b>9/7/10</b> <b>2.0%</b>	<b>7/1/11</b> <b>2.0%</b>	<b>8/7/11</b> <b>2.0%</b>	<b>6/1/12</b> <b>2.0%</b>	<b>6/7/12</b> <b>2.0%</b>	<b>4/1/13</b> <b>2.0%</b>	<b>5/7/13</b> <b>2.0%</b>	<b>3/1/14</b> <b>2.0%</b>
86.39	88.12	89.88	91.68	93.52	96.16	98.09	100.85	102.87	104.93

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

## **3. DEMONSTRATION AND OTHER DUTIES - Per hour**

### **Demonstration**

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

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

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

### Other Duties

- (b) Other duties includes all other work that is required by the University to be performed by the casual employee, being work in the nature of, but not limited to:
- (i) attendance at lectures, formally designated student consultation, including formal consultation by electronic means, and student supervision;
  - (ii) attendance at meetings including School and/or Faculty meetings as required by the Head of the academic unit;
  - (iii) the conduct of practical classes, workshops, student field excursions;
  - (iv) the conduct of clinical sessions other than for the Faculty of Medicine;
  - (v) the conduct of performance and visual art studio sessions;
  - (vi) development of teaching and subject materials such as the preparation of subject guides, reading lists, and basic activities associated with subject coordination; and
  - (vii) musical coaching, repititeurship, and musical accompanying other than with special educational service specified in point 6 below.

### Additional Casual Duties

- (c) Any additional casual duties which the casual employee is required to perform beyond those outlined above will be paid for separately at the appropriate rate set out below.

### **3a Rate**

10/7/09	8/1/10	9/7/10	7/1/11	8/7/11	6/1/12	6/7/12	4/1/13	5/7/13	3/1/14
2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%
36.49	37.22	37.96	38.72	39.49	40.61	41.42	42.59	43.44	44.31

Other duties or demonstration rate

### **3b Rate**

10/7/09	8/1/10	9/7/10	7/1/11	8/7/11	6/1/12	6/7/12	4/1/13	5/7/13	3/1/14
2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%
43.20	44.06	44.94	45.84	46.76	48.08	49.04	50.43	51.44	52.46

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

## **4. CASUAL MARKING – Per hour**

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

### **4a Rate**

10/7/09	8/1/10	9/7/10	7/1/11	8/7/11	6/1/12	6/7/12	4/1/13	5/7/13	3/1/14
2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%
50.26	51.26	52.29	53.33	54.40	55.94	57.06	58.67	59.84	61.04

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

#### **4b Rate**

10/7/09	8/1/10	9/7/10	7/1/11	8/7/11	6/1/12	6/7/12	4/1/13	5/7/13	3/1/14
2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%
36.49	37.22	37.96	38.72	39.49	40.61	41.42	42.59	43.44	44.31

Paid for routine marking

#### **4c Rate**

10/7/09	8/1/10	9/7/10	7/1/11	8/7/11	6/1/12	6/7/12	4/1/13	5/7/13	3/1/14
2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%
43.20	44.06	44.94	45.84	46.76	48.08	49.04	50.43	51.44	52.46

Routine marking where the casual employee holds a relevant doctoral qualification

### **5. CLINICAL SESSIONS (Faculty of Medicine) – Per hour**

#### **5a Rate**

10/7/09	8/1/10	9/7/10	7/1/11	8/7/11	6/1/12	6/7/12	4/1/13	5/7/13	3/1/14
2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%
150.77	153.78	156.86	159.99	163.19	167.81	171.17	176.00	179.52	183.11

### **6. MUSIC ACCOMPANYING – Per hour**

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

#### **6a Rate**

10/7/09	8/1/10	9/7/10	7/1/11	8/7/11	6/1/12	6/7/12	4/1/13	5/7/13	3/1/14
2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%
72.97	74.43	75.92	77.44	78.99	81.22	82.85	85.18	86.89	88.63

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

#### **6b Rate**

10/7/09	8/1/10	9/7/10	7/1/11	8/7/11	6/1/12	6/7/12	4/1/13	5/7/13	3/1/14
2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%
86.39	88.12	89.88	91.68	93.52	96.16	98.09	100.85	102.87	104.93

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

## **SCHEDULE 3**

### **DUTIES AND RESPONSIBILITIES OF ACADEMIC STAFF AT UNSW**

- (a) The UNSW Position Classification Standards (PCSs) in this Schedule of the Agreement describe the broad categories of responsibilities associated with continuing and fixed-term employment at different levels. The standards are not exhaustive of all tasks in academic employment, which is by its nature multi-skilled and involves an overlap of duties between levels.
  - (b) The appointment or promotion of an employee to a particular level does not prohibit the University from requiring that employee to undertake duties associated with a lower level provided those duties are commensurate with, and appropriate to, the skills and qualification of the employee.
  - (c) Academics employed to do both teaching and research can expect to make a contribution to a diversity of functions within the University. Such functions include teaching, research, participation in professional activities and participation in the academic planning and the governance of the University. The balance of the functions will vary according to level and position over time. All teaching and research academic staff will be provided with the opportunity to undertake the full range of academic duties commensurate with the classification level to which they have been appointed. It is recognised that at a given point in an academic career, an employee may agree with their supervisor to perform a predominantly teaching or research role for a defined period due to the performance strengths or preferences of the employee. In entering into any such agreement with an early career academic, the University will take into account the need for that employee to establish a research profile.
  - (d) A research only employee will be appointed at a level at least consistent with the “Guidelines for Appointment of Academic Research Staff” which were in place on the day before the commencement of the Agreement.
  - (e) Where a dispute arises as to the appropriate duties of an employee, it will be dealt with in accordance with clause 10.0 – Dispute Resolution Procedures - of this Agreement. Should it prove to be the case that the employee has been performing duties at a higher classification, the remedies will be specifically limited to:
    - (i) payment of an allowance calculated to adjust the salary of the employee to at least the minimum point on the next highest scale, but no more than the salary of the person whose duties are taken over; or
    - (ii) removing the higher level duties from the employee.
- Provided that the University may decide that reclassification of the employee to a higher level is an appropriate remedy.
- (f) When an Associate Lecturer is required to take over the duties of a Lecturer for a period longer than five (5) continuous working days, a higher duties allowance will be paid to adjust the salary to at least the minimum point on the Lecturer’s scale, but no more than the salary of the person whose duties are taken over.

## **SCHEDULE 4**

### **UNSW POSITION CLASSIFICATION STANDARDS**

#### **LEVEL A (ASSOCIATE LECTURER)**

##### **General Standard**

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

##### **Specific Duties**

Specific duties required of a Level A academic may include:

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

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

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

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

##### **Skill Base**

A Level A academic will normally have completed four (4) years of tertiary study in the relevant discipline and/or have equivalent qualifications and/or professional experience. In many cases a position at this level will require an honours degree or higher qualifications, an extended professional degree, or a three-year degree with a postgraduate diploma. In determining experience relative to qualifications, regard is had to teaching experience, experience in research, experience outside tertiary education, creative achievement, professional contributions and/or contributions to technical achievement.

## **LEVEL B (LECTURER)**

### **General Standard**

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

### **Specific Duties**

Specific duties required of a Level B academic may include:

- The conduct of tutorials, practical classes, demonstrations, workshops, student field excursions, clinical sessions and studio sessions.
- Initiation and development of subject material.
- Acting as subject coordinators.
- The preparation and delivery of lectures or seminars.
- Supervision of the program of study of honours students or of postgraduate students engaged in course work.
- Supervision of major honours or postgraduate research projects.
- The conduct of research.
- Involvement in professional activity.
- Development of course material with appropriate advice from and support of more senior academics.
- Marking and assessment.
- Consultation with students.
- A range of administrative functions the majority of which are connected with the subjects in which the academic teaches.
- Attendance at departmental and/or faculty meetings and/or membership of a number of committees.

### **Skill Base**

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

## **LEVEL C (SENIOR LECTURER)**

### **General Standard**

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

### **Specific Duties**

Specific duties required of a Level C academic may include:

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

### **Skill Base**

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

## **LEVEL D (ASSOCIATE PROFESSOR)**

### **General Standard**

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

### **Specific Duties**

Specific duties required of a Level D academic may include:

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

- High level administrative functions.
- Consultation with students.
- Marking and assessment.
- Attendance at departmental and faculty meetings.

### **Skill Base**

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

## **LEVEL E (PROFESSOR)**

### **General Standard**

A Level E academic is expected to exercise a special responsibility in providing leadership and in fostering excellence in research, teaching, professional activities and policy development in the academic discipline within the department or other comparable organisational unit, within the institution and within the community, both scholarly and general.

### **Specific Duties**

Specific duties required of a Level E academic may include:

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

### **Skill Base**

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

## SCHEDULE 5

### INDIVIDUAL FLEXIBILITY ARRANGEMENT

- (1) The University and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement as follows and on the terms stated:
  - (a) Any of the following matters:
    - (i) to adjust the rate at which long service leave is paid as set out in subclause 32.1(a) above with an equivalent adjustment to lengthen the relevant leave entitlement; and
    - (ii) to adjust the rate at which maternity leave is paid as set out in subclause 33.5.1 above with an equivalent adjustment to lengthen the relevant leave entitlement; and
    - (iii) to adjust the rate at which annual leave is paid as set out in subclause 31.2 above with an equivalent adjustment to lengthen the relevant leave entitlement or in the case of an employee with more than two times the accrual specified in subclause 31.2 above an equivalent adjustment to reduce the relevant leave entitlement.
  - (b) the arrangement meets the genuine needs of the University and an employee in relation to one (1) or more of the matters mentioned in paragraph (a) above; and
  - (c) the arrangement is genuinely agreed to by the University and the employee.
- (2) The University must ensure that the terms of the individual flexibility arrangement:
  - (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
  - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
  - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- (3) The University must ensure that the individual flexibility arrangement:
  - (a) is in writing; and
  - (b) includes the names of the University and the employee; and
  - (c) is signed by the University and the employee, and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
  - (d) includes details of:
    - (i) the terms of the Agreement that will be varied by the arrangement; and
    - (ii) how the arrangement will vary the effect of the terms; and
    - (iii) how the employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
  - (e) states the day on which the arrangement commences.
- (4) The University must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (5) The University or the employee may terminate the individual flexibility arrangement:
  - (a) by giving no more than 28 days written notice to the other party to the arrangement; or
  - (b) if the University and the employee agree in writing — at any time.

## PART I – SIGNATURES

Signed for and on behalf of:	Signed for and on behalf of:
University of New South Wales ABN 57 195 873 179 Anzac Parade, UNSW Sydney NSW 2052	National Tertiary Education Industry Union ABN 38579 396 344 PO Box 1323, South Melbourne VIC 3205
(Signature)	(Signature)
(Name)	(Name)
(Address)	(Address)
(Authority to Sign)	(Authority to Sign)
in the presence of:	in the presence of:
(Witness Signature)	(Witness Signature)
(Witness Name)	(Witness Name)
(Witness Address)	(Witness Address)