



# DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**The University of New South Wales T/A UNSW Sydney**  
(AG2018/5820)

## **UNIVERSITY OF NEW SOUTH WALES (PROFESSIONAL STAFF) ENTERPRISE AGREEMENT 2018**

Educational services

DEPUTY PRESIDENT KOVACIC

CANBERRA, 21 MAY 2019

*Application for approval of the University of New South Wales (Professional Staff) Enterprise Agreement 2018.*

[1] An application has been made for approval of an enterprise agreement known as the *University of New South Wales (Professional Staff) Enterprise Agreement 2018* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by The University of New South Wales T/A UNSW Sydney. The Agreement is a single enterprise agreement.

[2] I am satisfied that each of the requirements of ss.186, 187 and 188 as are relevant to this application for approval have been met.

[3] The “Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union” known as the Australian Manufacturing Workers’ Union (AMWU), the CPSU, the Community and Public Sector Union, the National Tertiary Education Industry Union and United Voice, being bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) I note that the Agreement covers the organisations.

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 28 May 2019. The nominal expiry date of the Agreement is 31 December 2021.



Printed by authority of the Commonwealth Government Printer

<AE503540 PR708531>



**UNSW**  
SYDNEY

Australia's  
Global  
University

# THE UNIVERSITY OF NEW SOUTH WALES (PROFESSIONAL STAFF) ENTERPRISE AGREEMENT 2018

SEPTEMBER 2018

## PART A – GENERAL MATTERS

### 1.0 ARRANGEMENT

PART A – GENERAL MATTERS	- 2 -
1.0 Arrangement	- 2 -
2.0 Title	- 5 -
3.0 Definitions And References	- 5 -
4.0 Duration and Operation of The Agreement	- 7 -
5.0 Application	- 7 -
6.0 Relationship with Other Agreements and Awards	- 8 -
7.0 Accessibility of Agreement	- 8 -
8.0 Employee Representation	- 8 -
9.0 University Policies	- 8 -
10.0 Dispute Resolution Procedures	- 8 -
PART B – SALARY AND RELATED MATTERS	- 9 -
11.0 Salaries	- 9 -
12.0 Allowances	- 10 -
13.0 Superannuation	- 11 -
14.0 Salary Sacrificing Scheme	- 12 -
15.0 Equalisation of Salary	- 12 -
PART C - EMPLOYMENT ARRANGEMENTS	- 12 -
16.0 General	- 12 -
17.0 Continuing Employment	- 13 -
18.0 Continuing (Contingent Funded Research) Employment	- 13 -
19.0 Fixed Term Employment	- 15 -
20.0 Casual Employment	- 18 -



21.0	Job Evaluation and Broadbanded Positions	- 20 -
22.0	Ordinary Hours	- 21 -
23.0	Span of Hours	- 21 -
24.0	Changes to The Established Pattern of Hours	- 22 -
25.0	Shift Rosters	- 22 -
26.0	Meal Breaks	- 23 -
27.0	Shift Penalties	- 23 -
28.0	Overtime	- 23 -
29.0	Managing Change in The Workplace	- 26 -
30.0	Workloads	- 29 -
31.0	Probation	- 29 -
32.0	Incremental and Accelerated Progression	- 30 -
33.0	Professional Development	- 30 -
34.0	Management of Unsatisfactory Performance	- 31 -
35.0	Management of Misconduct Or Serious Misconduct	- 31 -
PART H - LEAVE ENTITLEMENTS AND CONDITIONS		- 32 -
36.0	General Leave Conditions	- 32 -
37.0	Annual Leave	- 32 -
38.0	Long Service Leave	- 34 -
39.0	Personal Leave	- 36 -
40.0	Special Leave	- 45 -
41.0	Observation of Holy Days And Essential Religious Or Cultural Duties	- 45 -
42.0	Jury Leave and Witness Leave	- 46 -
43.0	Defence Forces Leave	- 46 -
44.0	Study and Examination Leave	- 47 -
45.0	Gender Transition Leave	- 47 -
46.0	Public Holidays and University Holidays	- 47 -

PART I - OTHER ITEMS	- 48 -
47.0 Request for Flexible Work Arrangements	- 48 -
48.0 Individual Flexibility Arrangement	- 48 -
49.0 Union Arrangements	- 49 -
50.0 Indigenous Employment	- 49 -
51.0 Employment Equity	- 50 -
52.0 Workplace Bullying	- 50 -
53.0 Staff Personnel Files	- 50 -
54.0 Work Health and Safety	- 50 -
PART J – SCHEDULES	- 51 -
Schedule 1 General Staff Salary Rates (35 Hour Week)	- 51 -
Schedule 2 General Staff Salary Rates (38 Hour Week)	- 53 -
Schedule 3 Casual Staff Rates of Pay	- 55 -
Schedule 4 Allowances	- 57 -
Schedule 5 Hours and Span Of Work	- 60 -
Schedule 6 Collapsed Incremental Steps For Broadbanded Positions	- 61 -
Schedule 7 Shift Penalties	- 63 -
Schedule 8 Individual Flexibility Arrangement	- 64 -
Schedule 9 Recognition of Prior Service For Long Service Leave	- 65 -
Schedule 10 Unsw Classification Descriptors	- 66 -
Schedule 11 Indigenous Language Allowance	- 75 -

## 2.0 TITLE

This Agreement will be known as the *University of New South Wales (Professional Staff) Enterprise Agreement 2018* (“**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 applies.

### 3.3 Definitions and References

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

	Term	Meaning
(a)	Act	<i>Fair Work Act 2009</i> (Cth) as amended.
(b)	base rate of pay	the applicable salary payable to an employee prescribed in Schedule 1 or 2 of this Agreement.
(c)	casual employee	a person employed and paid by the hour and which includes a loading which incorporates payments for sick leave, annual leave and any other entitlements for which a casual employee is not eligible.
(d)	consult or consultation	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.
(e)	continuous service	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.
(f)	Dean	the Dean of a Faculty or the Rector of UNSW Canberra.
(g)	Divisional Head	the most senior employee in the Division, by whatever name called, in which the employee is employed, which at the date of this Agreement includes the positions of: <ul style="list-style-type: none"><li>• DVC (Academic)</li><li>• DVC (Enterprise)</li><li>• DVC (Research)</li><li>• DVC (Inclusion and Diversity)</li><li>• Vice-President, External Relations</li></ul>

		<ul style="list-style-type: none"> <li>• Vice-President, Human Resources</li> <li>• Vice-President, Philanthropy</li> <li>• Vice-President, Finance and Operations</li> </ul>
(h)	<b>employee</b>	a professional staff member (formerly known as general staff and professional and technical staff) of the University who is covered by this Agreement.
(i)	<b>employee representative</b>	a person (including a colleague at UNSW or a friend) or a body (such as a union) who is chosen by an employee to undertake representations to the University on their behalf, provided that the representative is not a practicing solicitor or barrister in private practice.
(j)	<b>Executive Delegate</b>	The Executive Team member with responsibility for Human Resources matters.
(k)	<b>full-time employee</b>	an employee (other than a casual employee) whose ordinary hours of work are 35 or 38 hours per week as set out at <u>Schedule 5</u> of this Agreement.
(l)	<b>FWC</b>	the Fair Work Commission.
(m)	<b>immediate family</b>	<p>(i) an employee's spouse or partner (including defacto partner, former defacto partner and same gender partner); or</p> <p>(ii) an employee's child (including foster child, grandchild, step-child, or a child for whom the employee is the legal guardian); or</p> <p>(iii) an employee's parent (including foster parent, step-parent and parent in law), grandparent, step-grandparent, and sibling (including sibling of a spouse); or</p> <p>(iv) a person who lives in an employee's household.</p>
(n)	<b>part-time employment</b>	an employee (other than a casual employee) whose employment is less than 35 or 38 hours per week (as appropriate to the relevant classification).
(o)	<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.
(p)	<b>redundant position</b>	a position that the University no longer requires as part of its organisational structure.
(q)	<b>senior manager</b>	the most senior manager in a School, department or equivalent organisational unit.
(r)	<b>seven day continuous shiftworker</b>	For the purposes of the NES, an employee regularly rostered to work on Sundays and public holidays in which shifts are continuously rostered 24 hours a day, seven days a week.
(s)	<b>supervisor</b>	the person responsible for the day to day supervision of an employee.



(t)	Union	a registered organisation of employees covered by this Agreement.
(u)	University or UNSW	the University of New South Wales as the Employer.

#### 4.0 DURATION AND OPERATION OF THE AGREEMENT

This Agreement will take effect seven days after it is approved by the FWC and will nominally expire on 31 December 2021.

#### 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 and persons excluded by subclause 5.2(a) below.

##### 5.2 Exclusions from Agreement

- (a) This Agreement does not cover:
  - (i) academic staff employed by the University;
  - (ii) a person employed as a fellow at the University's Colleges;
  - (iii) a person employed by separate legal entities controlled by UNSW;
  - (iv) a person engaged by the University as a trainee or a cadet to undertake a structured program of paid work and/or training pursuant to a training or similar agreement provided by a State or Federal authority; and
  - (v) a person engaged by the University under the Supported Wage System (SWS) in a supernumerary and temporary position and who is unable to perform the range of duties to the competence level required within the class of work for which an employee is engaged under this Agreement because of the effects of a disability on their productive capacity.
- (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.

##### 5.3 Application for Coverage

The Agreement covers the following Unions if the FWC notes in accordance with section 201(2) of the Act that the Agreement covers:

- The Public Service Association (PSA) including the Community and Public Sector Union (CPSU);
- The National Tertiary Education Industry Union (NTEU);
- United Voice; and,
- The Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union (AMWU).

## **6.0 RELATIONSHIP WITH OTHER AGREEMENTS AND AWARDS**

- (a) This Agreement is closed and comprehensive, and wholly displaces any award and any other workplace agreement that would otherwise, but for this clause, apply to employees covered by this Agreement.
- (b) Once approved by the FWC, this Agreement replaces and rescinds the *UNSW Australia (Professional Staff) Enterprise Agreement 2015* (2015 Agreement).
- (c) This Agreement does not prevent the engagement of a person by the University:
  - (i) as a trainee or a cadet to undertake a structured program of paid work and/or training pursuant to a training or similar agreement provided by a State or Federal authority; or
  - (ii) under any supported wage system for persons with disabilities established by the Federal Government.

## **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 POLICIES**

- (a) The University will develop and/or maintain a range of policies, procedures and guidelines on human resources and work health and safety matters (such as staff complaint procedures, intellectual property and workplace bullying). Where University-wide 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 Unions as part of the University's general consultation processes.
- (b) Disputes arising from the implementation of University policies, other than disputes regarding the interpretation, application or operation of any provision of this Agreement, will not be referred through the dispute resolution 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.
- (d) For the avoidance of doubt, in the event of direct conflict between this Agreement and a University policy, the terms of this Agreement will prevail.

## **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 employee.

### **Notification of Dispute**

- (c) An employee, or the Union or employee representative acting on their behalf, will in the first instance notify the Head of Human Resources, in writing, of the dispute ("the dispute").

notification"). The dispute notification must include details of the dispute and the resolution sought by the employee.

#### **First Dispute Meeting**

- (d) The employee, and the Union or employee representative acting on their behalf, and representatives of the University, will meet within five working days of the dispute notification to try to resolve the dispute, unless the parties agree in writing to a different timeframe. Where a significant number of employees are party to the same dispute, a subgroup of the employees, and the Union or employee representative acting on their behalf, will meet with representatives of the University within five working days of the dispute notification.

#### **Second Dispute Meeting**

- (e) Where a dispute is not resolved following the procedure in subclause 10.0(d) and the employee wishes to proceed with the dispute, the employee, or the Union or employee representative acting on their behalf, must refer the dispute, in writing, to the Head of Human Resources ("the referral notification") within five 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 by the employee. The employee, and/or the Union or employee representative acting on their behalf, and representatives of the University, will meet within five 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 the FWC**

- (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 employee representative acting on their behalf, or the University, to the FWC 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, the FWC may exercise any of its powers under the Act. The decision of the FWC will be implemented by the parties, subject to either party exercising a right of appeal against a decision of the FWC.

#### **General**

- (h) Subject to subclause 10.0(i), 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(h) does not apply where the matter in dispute is related to the following clauses: clauses 29.6: – Process – Redeployment and Retrenchment; 31.0 – Probation, 34.0 – Management of Unsatisfactory Performance; and 35.0 – Management of Misconduct or Serious Misconduct- of this Agreement.

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

### **11.0 SALARIES**

#### **11.1 Salary Adjustments**

- (a) The minimum salaries to be paid to employees covered by this Agreement are set out as follows:
- Schedule 1.0 – Salary Rates (35 hour week);
  - Schedule 2.0 – Salary Rates (38 hour week);
  - Schedule 3.0 – Casual Salary Rates.
- (b) During the life of this Agreement, no further salary increases, other than those prescribed at subclause 11.2, are payable to employees under this Agreement.

## 11.2 Salary Increases

This Agreement provides for salary adjustments to the rates set out in Schedules 1.0, 2.0 and 3.0:

Salary Increases^	Rate of Salary Increase
From date staff voted in favour of this Agreement	2%
1 July 2019	2%
1 July 2020	1%
1 January 2021	1%
1 July 2021	1%
1 January 2022	1%

^ Salary increases apply from the first full pay period on or after the date nominated.

## 11.3 Apprentices

- (a) An employee who is indentured as an apprentice will be paid rates in accordance with the following percentages of the salary prescribed in Schedule 1 for the first step of Level 3:

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

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

## 11.4 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 or long service leave, any amount owed by the employee to the University arising from the employee's employment.

## 12.0 ALLOWANCES

The salary rates contained in Schedule 1 and Schedule 2 include all prescribed allowances, other than those specified in Schedule 4 and Schedule 11 of this Agreement and in subclauses 12.1 and 12.2 below.

### 12.1 Higher Duties Allowance

- (a) An employee who is appointed to perform temporarily all of the duties of a higher classified position and who performs all such duties required to be performed during the appointment will be paid an allowance equal to the difference between their substantive salary and the minimum salary of the higher classified position for all the time during which the employee performs such duties. Where it is specified at the commencement of the higher duties allowance that the

employee is to undertake part of the duties of the higher position only, a lesser amount, which will normally be a percentage of the full amount, will be paid.

- (b) No allowance will be payable pursuant to subclause 12.1(a) unless the employee performs the duties of the higher classified position for a period in excess of one week or in excess of two consecutive working days for trades staff.
- (c) No allowance will be payable pursuant to subclause 12.1(a) to an employee whose position is designated as a “deputy” or equivalent of a more senior employee, whose normal duties as specified by their job description include deputising for that more senior employee and who is deputising while the senior employee is absent on duty or for periods of leave for up to four weeks.
- (d) An employee who has been in receipt of a higher duties allowance for more than one month will be paid such allowance for all paid leave taken during that period.
- (e) An employee who has been relieving continuously in a position for a period in excess of 12 months who retires, resigns or is retrenched by the University will receive payment for accrued leave entitlements at the higher rate of pay on termination of employment.
- (f) Where an employee in receipt of a higher duties allowance works on a public holiday, the relevant shift loading or overtime rate will be applied to the higher duties allowance for time worked on that day.

## 12.2 Audio Visual Technician/Theatre Technician/Technicians

Nothing in this Agreement prevents the University and an employee employed in the category referred to in Category M of Schedule 5.0 of this Agreement agreeing to the payment of an annualised allowance in lieu of the allowance described in Schedule 4.0 – Allowances - of this Agreement, provided that the annualised allowance is not less than the value of the allowance over the course of the year.

## 13.0 SUPERANNUATION

- (a) Where a current employee is an existing member of a Commonwealth or State superannuation scheme or the Special Purposes Superannuation Scheme, the University will make employer superannuation contributions in accordance with the relevant scheme.
- (b) Subject to subclause 13.0(c) and (d) of this Agreement, in all other cases, the University will make the following employer superannuation contributions to *UniSuper*:
  - (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 years or more; or
    - (d) employed on successive fixed term contracts for two 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 years or more on successive fixed term contracts.
  - (ii) if the employee is employed on a fixed-term contract not covered by subclause 13.0(b)(i) or as a casual employee, the University will make employer superannuation contributions in accordance with the *Superannuation Guarantee (Administration) Act 1992* (as amended).
- (c) From the first full pay period in January 2021, subject to subclause 13.0(a) and 13.0(d) of this Agreement, the University will make employer superannuation contributions of 17% of ordinary time earnings to all continuing and fixed term employees.

- (d) Provided that where the University's Trust Deed with *UniSuper* so allows, an employee who is eligible to be a member of *UniSuper* and who is eligible to receive the employer superannuation contribution specified in subclause 13.0(b)(i) may access any superannuation flexibility so allowed by the University's Trust Deed with *UniSuper*, provided that the total amount of the employee's salary and other payments and employer superannuation contributions is not diminished.

#### **14.0 SALARY SACRIFICING SCHEME**

- (a) By written agreement with the University, an employee may elect to 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 weeks.
- (c) If an agreement is made under subclause 14.0(a), then 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.

#### **15.0 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 the total annual hours of employment for such employees to be equalised and paid over a calendar year.
- (b) By written agreement with the University, an employee may 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 15.0(b) above.

### **PART C - EMPLOYMENT ARRANGEMENTS**

#### **16.0 GENERAL**

- (a) The University will employ an employee on terms that correspond with one or other of the types of employment prescribed in clauses 17.0 to 20.0 of this Agreement.
- (b) 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 engagement of persons on fixed term employment is necessary to support the University to carry out its work for a specified task or period.
- (c) To avoid doubt, nothing in this clause prevents an employee engaging in additional work as a casual employee in work unrelated to, or identifiably separate from, the employee's normal duties, provided that there is no conflict of interest with any such additional work and the employee's work with the University is not adversely affected.
- (d) An employee employed on a continuing or a fixed-term basis may be employed in either a full time or a part-time capacity.
- (e) All entitlements of an employee employed on a part-time basis in this Agreement will be paid on a pro-rata basis calculated by reference to the time worked as a proportion of the time worked by a full-time employee in the same classification.



## 17.0 CONTINUING EMPLOYMENT

Continuing employment means full-time or part-time employment which has no fixed end date or contingency upon which the employment contract will come to an end. All employment, other than fixed-term employment and casual employment, is continuing employment.

## 18.0 CONTINUING (CONTINGENT FUNDED RESEARCH) EMPLOYMENT

### 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**) where the employee:
  - (i) is 0.2 FTE or more;
  - (ii) has been employed for a period of 5 years or more, and who is to be appointed to their second or subsequent consecutive contract; and
  - (iii) was employed through a competitive and open selection process.
- (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, which will advise the employee in writing of the outcome within 30 days of receiving the application. The University may refuse an application on reasonable grounds. Reasonable grounds include:
  - (i) the criteria in clause 18.2 are not satisfied;
  - (ii) that there is a reasonable basis to believe that there will not 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 not been assessed as being at least satisfactory;
  - (iv) the employee is performing work which is predominantly related to discontinued, or discontinuing programs or a disciplinary area that is not being actively pursued by the University; 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), an employee on a CCFRC will receive the same entitlements as other continuing employees, including superannuation.
- (b) The following provisions do not apply to an employee on a CCFRC:
  - (i) where funding for the continuation of a CCFRC position ceases, the consultation and redundancy provisions of clause 29.0 – Managing Change in the Workplace - in respect of the position in which the employee is employed; and
  - (ii) Subclauses 19.2 to 19.4 – Fixed Term Employment.

### 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, 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 will 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 will be no entitlement to severance pay or payment in lieu of notice and the period from cessation of employment to recommencement of employment will not break continuity of service, but will not count as service.

## 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 31.0) or disciplinary provisions (clauses 34.0 and 35.0).
- (b) If an employee's employment is terminated under subclause 18.5(a), and alternatives to termination under subclause 18.4 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) Where an employee is terminated pursuant to subclause 18.5(a), 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.
- (b) Subject to subclause 18.6(d), where the employment of an employee on a CCFRC is terminated pursuant to subclause 18.5(a), the employee will be paid a severance payment in accordance with the following table:

Length of Continuous Service	Severance payment
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

Length of Continuous Service	Severance payment
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 but less than 12 years	20 weeks pay
12 years but less than 15 years	24 weeks pay
15 years or more	30 weeks pay

- (c) 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 clause 18.6(b) above. Subject to applicable laws, other fixed-term employment or continuing or casual employment will not be counted for this purpose.
- (d) Severance pay will not be payable where:
- (i) the employee has resigned or declined a reasonable offer for 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 reasonable employment by the other employer; or
  - (iii) the employee has obtained further employment within the University without the loss of accrued entitlements; or
  - (iii) the University obtains acceptable alternative employment for the employee.

## 19.0 FIXED TERM EMPLOYMENT

### 19.1 General

- (a) Fixed-term employment means full-time or part-time employment for a specified period or task and which will not be terminated during the term of an employee's employment contract except:
- (i) where the position held by an employee is made redundant in accordance with clause 29.0 – Managing Change in the Workplace - of this Agreement; or
  - (ii) during a probationary period in accordance with clause 31.0 - Probation - of this Agreement; or
  - (iii) in accordance with clause 34.0 – Management of Unsatisfactory Performance - of this Agreement; or
  - (iv) in accordance with clause 35.0 – Management of Misconduct or Serious Misconduct - of this Agreement; or
  - (v) if any or all of the clauses referred to in clause 19.1(a)(i) to (iv) are excluded by operation of subclauses 29.0(b) or Part G, in accordance with applicable laws.

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

#### 19.2 Period of Notice – Renewal or Non-Renewal of Employment

- (a) The University will provide an employee on fixed-term employment with written notice, including by email, of at least four weeks of its intention to renew, or not to renew, employment with the University upon the expiry of the contract, subject to subclauses 19.2(b) and 19.2(c) below.
- (b) A period of notice is not required to be given by the University to an employee employed on either of the following types of fixed-term employment:
  - (i) a pre-retirement or post-retirement contract; or
  - (ii) a fixed-term contract of six months or less.
- (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 subclause 19.2(a), it will be sufficient compliance with this clause if the University:
  - (i) advises those circumstances to the employee in writing at the latest time at which the notice would otherwise be required to be given, and
  - (ii) gives notice to the employee at the earliest practicable date thereafter.

#### 19.3 Severance Pay - No Entitlement

Severance pay is not payable to an employee by the University where:

- (i) the employee was employed on a first fixed-term employment contract and the position is of a type described in subclause 19.4.1, unless the same or substantially similar position continues to be required but another person has been appointed, or is to be appointed, to that position; or
- (ii) the employee was replacing another employee on leave or secondment from the workplace; or
- (iii) the employee was employed on a pre-retirement or post-retirement employment contract; or
- (iv) the position held by the employee was one specifically designated for UNSW students; or
- (v) the position was a senior management position classified at Level 10 or above.

#### 19.4 Severance Pay - Entitlement – Fixed-Term Employment

##### 19.4.1 Specific Task or Project, Research–Only or Externally Funded

- (a) An employee employed on a:
    - (i) first fixed-term employment contract and the position is of a type described in parts (A), (B) or (C) below and the same or substantially similar position continues to be required but another person has been appointed, or is to be appointed, to that position; or
    - (ii) second (or subsequent) fixed term employment contract:
- will be entitled to severance pay, in accordance with the Severance Pay Scale in subclause 19.4.1(b), where the position is:
- (A) funded from an identifiable source(s) external to the University not being funding that is part of an operating grant from government or funding comprised of payments of fees made by or on behalf of students; or
  - (B) a research-only position; or

(C) for a specific task or project.

(b) Severance Pay Scale

Length of Continuous Service	Severance pay
Up to 1 year	No payment
1 year and up to the completion of 2 years	4 weeks pay
2 years and up to the completion of 3 years	6 weeks pay
3 years and up to the completion of 4 years	7 weeks pay
4 years and over	8 weeks pay

**19.4.2 Other Fixed-Term Employment**

An employee employed on fixed-term employment by the University (other than in the type referred at subclauses 19.3 and 19.4.1 or by subclause 19.5) will be entitled to severance pay in accordance with the table in this subclause.

Length of Continuous Service	Severance pay
Up to 3 years	No payment
3 years and up to the completion of 4 years	4 weeks pay
4 years and up to the completion of 5 years	5 weeks pay
5 years and up to the completion of 6 years	6 weeks pay
6 years and up to the completion of 8 years	7 weeks pay
8 years and up to the completion of 9 years	8 weeks pay
9 years and up to the completion of 10 years	9 weeks pay
10 years and over	2 weeks' pay for each completed year of service

**19.5 Acceptable Alternative Employment**

The University may make application to the FWC to have the severance payment entitlement varied or waived if it obtains acceptable alternative employment for an employee under this clause.

**19.6 Other Matters**

- (a) An employee, who is entitled to a severance payment pursuant to subclause 19.4.2 and who has been employed between five and 10 years of continuous service with the University, is entitled to payment of long service leave, on a pro rata basis, in accordance with clause 38.0 – Long Service Leave - of this Agreement.
- (b) Breaks between fixed-term appointments of up to two times per year and of up to six weeks per break will not constitute breaks in continuous service.

- (c) Periods of continuing employment prior to commencing a fixed-term appointment, casual employment, or approved unpaid leave, do not count for service for the purposes of subclauses 19.4 and 19.5, and will not constitute breaks in service.
- (d) Where the University advises an employee in writing that further employment may be offered within six weeks of the expiry of a period of fixed-term employment, the University may defer payment of severance benefits for a maximum period of four weeks from the expiry of the period of fixed-term employment.

## **19.7 Application to Convert from Fixed-Term to Continuing Employment**

- (a) A fixed-term employee may apply to the University to be converted to continuing employment, provided that the employee:
  - (i) was initially appointed to the University through an externally advertised selection process; and
  - (ii) has held the position in which currently employed for a period of at least two years; and
  - (iii) is demonstrating satisfactory performance in the position.
- (b) The University may reject an application under subclause 19.7(a) on reasonable grounds and will advise the outcome of an application within 30 days. Such grounds will include, but are not be limited to, that the position is funded from one or more sources external to the University.

## **20.0 CASUAL EMPLOYMENT**

### **20.1 General**

- (a) Casual employment means a person engaged and paid by the hour.
- (b) A casual employee will be paid an hourly rate ("base hourly rate") calculated by dividing the weekly rate appropriate to their level and step, by the number of hours worked by an equivalent full-time employee in the same category of staff as prescribed in Schedule 5 of this Agreement. The base hourly rate for each casual step is set out in Schedule 3 of this Agreement.
- (c) Subject to subclauses 20.1(d) and 20.1(e) (relating to overtime and shift work), a casual employee will be paid, in addition to the hourly rate a casual loading of 25%.
- (d) A casual employee who works in excess of 10 hours on any day is entitled to payment calculated at:
  - (i) the base hourly rate; plus
  - (ii) the applicable overtime penalty rate on the base hourly rate; plus
  - (iii) the casual loading applicable to the base hourly rate.
- (e) A casual employee who is engaged to perform shift work is entitled to payment for each rostered shift calculated at:
  - (i) the base hourly rate; plus
  - (ii) the applicable shift loading; plus
  - (iii) the casual loading applicable to the base hourly rate.
- (f) The University will make employer superannuation contributions for casual employees to *UniSuper* in accordance with clause 13.0 of this Agreement.
- (g) The following minimum engagement periods will apply in respect of any casual engagement:
  - (i) where a casual employee is offered an engagement on any day, without a period of engagement being specified, and such offer is accepted, UNSW will not terminate that engagement before the expiry of three hours; or



- (ii) where a casual employee is offered an engagement for an agreed period on any day and such offer is accepted, UNSW will not terminate that engagement before the expiry of that agreed period or three hours, whichever is the lesser.
- (h) A person who is offered casual employment will be advised of the duties required, the number of hours required, the rate of pay for each class of duty required, and a statement that any additional duties required during the term will be paid for.
- (i) Subject to this Agreement and to the *NSW Long Service Leave Act 1955*, periods of casual employment with the University do not count as service for the purpose of determining an employee's entitlement to any benefit provided for under this Agreement which requires a minimum period of qualifying service or which is determined on the basis of length of service.

## 20.2 Casual Conversion

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

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

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

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

- (c) Conversion may be applied for in writing by an employee when an employee believes they meet the above criteria. The University will take reasonable steps from time to time to inform casual employees that they may have a right to apply for conversion under this clause.
- (d) The University may only refuse an application for conversion on reasonable grounds. Reasonable grounds include, but are not limited to, the following:
  - (i) the employee is a student, or has recently been a student, other than where their status as a student is irrelevant to their engagement and the work required;
  - (ii) the employee is a genuine retiree;
  - (iii) the employee is performing work which will either cease to be required or will be performed by a non-casual employee, within 26 weeks (from the date of application);
  - (iv) the employee has a primary occupation with the University or elsewhere, either as an employee or as a self-employed person;
  - (v) the employee does not meet the essential requirements of the position; or
  - (vi) the work is ad hoc, intermittent, unpredictable or involves hours that are irregular.
- (e) The University must determine an application for conversion either by offering conversion to continuing or fixed-term employment or by rejecting the application. If the University rejects the application, it must provide written reasons for rejecting it.
- (f) Conversion may be to either a continuing appointment or to a fixed-term appointment. The offer of conversion will indicate the hours and pattern of work which, subject to due

consideration of the employer's operational requirements and the desirability of offering the employee work which is as regular and continuous as is reasonably practicable, will be consistent with the employee's casual engagement.

- (g) Conversion may be to part-year, annualised hours or seasonal employment where by custom and practice the work has been performed by casual employees on such a basis, or otherwise by agreement by the parties.
- (h) An employee whose application for conversion is rejected will not be entitled to apply again within 12 months except where:
  - (i) that rejection is solely based upon the ground set out in 20.2(d)(iii) above; and
  - (ii) that ground ceased to apply.

## **21.0 JOB EVALUATION AND BROADBANDED POSITIONS**

### **21.1 Job Evaluation**

- (a) In evaluating the salary classifications for positions covered by Levels 1 to 9 of this Agreement, the University will use:
  - (i) the UNSW Classification Descriptors referred to at Schedule 10 of this Agreement which will be applied consistently and transparently, based on the principles of equity; and
  - (ii) information that accurately describes the position such as a current position description.
- (b) The salary classification of all positions will be determined by the Head of Human Resources in accordance with subclause 21.1(a) above. All staff who are delegated to perform job evaluation and/or assess re-evaluation applications are required to be appropriately trained in the UNSW Classification descriptors and in job evaluation.

### **21.2 Application for Re-evaluation of a Position**

- (a) An application for re-evaluation of a position may be made by the employee holding the position or by the supervisor of the position. Where a supervisor requests the re-evaluation of a position, the employee who holds the relevant position will be advised.
- (b) Prior to making an application for re-evaluation, an employee may request that their supervisor provide them with a written description of their current position that can be used for the purposes of the job evaluation (such as a position description).
- (c) Unless exceptional circumstances exist, position re-evaluations will be completed and the employee advised of the outcome within 8 weeks from the date the application and supporting documentation is received by Human Resources.
- (d) An employee who submits an application for a re-evaluation of their position will not be able to make a further application for a re-evaluation of their position until a period of 12 months has elapsed.
- (e) Where an existing position is re-evaluated to a higher level, the effective date of the re-evaluation will be the date of submission of the application for re-evaluation to the University, unless the Head of Human Resources (or nominee) can determine that the position has changed from an identifiable earlier date.
- (f) Where a decision is made not to reclassify a position, the Head of Human Resources (or nominee) will, upon request, provide written reasons for the decision or, if the employee requests, meet with the employee to discuss the outcome of the re-evaluation within a reasonable period following the decision being made.
- (g) Without limiting the University's ability to change a position under clause 29.0 – Managing Change in the Workplace - of this Agreement, an application for re-evaluation under subclause 21.2(a) will only result in a position being reclassified to a higher level or no change to the current level.

### 21.3 Broadbanded Positions

- (a) Broadbanding involves the classification of a position across two or more classification levels in the UNSW Classification Descriptors.
- (b) Where a position is broadbanded the incremental steps across those levels will be collapsed to create a new broadbanded incremental range with fewer incremental steps as set out in Schedule 6 of this Agreement (subject to the exclusion of UNSW Canberra as detailed in Schedule 6).
- (c) The position description for a broadbanded position will include a description of:
  - (i) the range of duties and/or accountabilities for the position at each classification level consistent with the descriptors; and
  - (ii) the review process and the requirements to be met to progress to the higher classification level.
- (d) An employee appointed to a broadbanded position will be appointed to the classification level consistent with both the range of duties and accountabilities to be undertaken and their experience and skills.

## PART D - HOURS OF WORK, SHIFT WORK AND OVERTIME

### 22.0 ORDINARY HOURS

- (a) "Ordinary hours of work" refers to either 35 hour per week employees (7 hours per day worked within the appropriate span of hours), or 38 hour per week employees (7.6 hours per day worked within the appropriate span of hours) as set out in Schedule 5 of this Agreement.
- (b) A 38 hour per week employee may change employment to 35 or 36 hours per week provided that:
  - (i) one month's written notice is provided to the University;
  - (ii) the employee will receive 35/38ths or 36/38ths of the annual salary and other employment conditions applying to a 38 hour per week employee;
  - (iii) the proposed change does not adversely affect the University's operational requirements; and
  - (iv) the employee may only revert back to 38 hours per week with the approval of the University.

### 23.0 SPAN OF HOURS

#### 23.1 General

- (a) The span of hours of work for employees is as set out in Column C of Schedule 5. An employee will receive the base rate of pay for working any hours within the span of hours, plus any applicable shift loading (in accordance with clause 27.0) or overtime penalties (in accordance with clause 28.0).
- (b) An employee will only be required to attend for duty:
  - (i) once in a single day, unless such other arrangement already exists as at the date of this Agreement; and
  - (ii) not more than 5 out of 7 days, unless such other arrangement is agreed between the University and the employee.

- (c) An employee performing audio visual technician and/or theatre technician and related duties may be required to work a shift of up to 12 ordinary hours, provided that an average of 38 hours per week is worked over two weeks.

## **23.2 Flexible Working Arrangements**

- (a) The University recognises that benefits flow to the University from family friendly and flexible work arrangements, and that these arrangements should be made available to all employees, subject to the operational requirements of the work unit.
- (b) An employee or group of employees may make a written request to introduce, or vary, flexible work arrangements, consistent with clause 46.0(c) of this Agreement. Such a request is subject to University approval and may only be refused on reasonable business grounds. Where a request is refused, upon request of the employee or group of employees, a written response will be provided.
- (c) In relation to flex-time, the University may approve an arrangement whereby an employee might work flexible start and finish times and/or work more than the number of ordinary hours of work to accumulate flex-time hours which may then be taken as time off work at a later time mutually agreed between the employee and the supervisor. Accrued flex-time hours will be equal to the period of time actually worked and will not attract shift loading or overtime payments or other penalties.
- (d) There will be no loss of flex-time hours accrued under an arrangement outlined in 23.2(c) above, without a reasonable opportunity for the employee to take the hours (recognising that during peak periods of work activity there may need to be a longer period available to take flex-time hours).

## **24.0 CHANGES TO THE ESTABLISHED PATTERN OF HOURS**

- (a) “Established pattern of hours” is the pattern of hours within the span of hours worked by an employee consistent with the custom and practice of the work unit.
- (b) Notification of changes to the established pattern of hours of an employee within the span of hours as set out in Schedule 5 will be as follows:

Type of Change of ordinary Hours	Period of Notice by University
Temporary change	7 days’ notice (or less if mutually agreed between the employee and their supervisor)
Permanent change	21 days’ notice (or less if mutually agreed between the employee and their supervisor)

- (c) Any proposed change that gives rise to a dispute on the application of this provision, including where an employee’s personal commitments are concerned, will be dealt with according to the dispute resolution procedures of this Agreement. Until the matter is resolved, no change to the employee’s established pattern of hours will take place.
- (d) Proposed changes in the hours of operation of a work unit will be dealt with in accordance with clause 29.0 – Managing Change in the Workplace - of this Agreement.

## **25.0 SHIFT ROSTERS**

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

- (a) Work rosters will be posted in a readily accessible place.

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

## **26.0 MEAL BREAKS**

- (a) An employee will not be required to work more than five hours without a meal break of not less than 30 minutes and, except where a flex-time system allows, for not more than one hour.
- (b) However, except as provided in subclause 26.0(c), when an employee is called upon to work any portion of their meal hours, such time will count as part of their ordinary working hours.
- (c) An employee occupying a trades position referred to in Category J of Schedule 5 and who is directed to work during meal breaks will be paid at the rate of double time for that period and continue to be paid at that rate until a meal break is allowed.
- (d) An employee will not be required to work overtime beyond 6.00pm without a meal break of at least 30 minutes and such a break will not count as time worked.
- (e) This clause will not apply to employees, such as field work employees where, by agreement between the University and the affected employees or their representative, no meal break is taken but a paid crib break of 30 minutes is allowed.
- (f) An employee occupying a trades position referred to in Category J of Schedule 5 will have a paid rest period of 10 minutes between 9.00am and 11.00am, or at an earlier time mutually agreed by the employee and the University.

## **27.0 SHIFT PENALTIES**

- (a) Shift penalties payable under this Agreement are set out in Schedule 7 of this Agreement.
- (b) During the life of this Agreement, nothing will prevent the University and an employee agreeing to the payment of annualised shift loadings in lieu of the loadings described in this clause, provided that the annualised loading is not less than the value of the shift loadings over the course of the year.
- (c) The shift loadings payable under sections (a) and (b) of Schedule 7 will be paid in addition to the base rate of pay for that part of the shift which is within the defined span, and will not be paid for the part of the shift (if any) which falls outside the defined span.

## **28.0 OVERTIME**

### **28.1 Reasonable Overtime**

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

the working of such overtime would result in the employee working hours which are unreasonable having regard to:

- (i) any risk to the employee's health and safety;
- (ii) the employee's personal circumstances including any family responsibilities;
- (iii) the needs of the University;
- (iv) the notice (if any) given by the University of the overtime and by the employee of their intention to refuse it; and
- (v) any other relevant matter.

## 28.2 Overtime Rates

Overtime rates will be calculated to the nearest quarter of an hour as follows:

Overtime Worked		Overtime Rate
Monday to Saturday outside of ordinary or rostered hours of duty	First two hours	1½ times the base rate of pay
	All hours thereafter	Double the base rate of pay
Overtime worked on a Sunday		Double the base rate of pay
Overtime worked on a public holiday		2½ times the base rate of pay

## 28.3 Part-Time Employees

A part-time employee who works more hours a week than their regular hours of work a week, but not in excess of the ordinary hours of work for a full-time employee in the same classification, will be paid at the base rate of pay plus 8.33% in lieu of annual leave for each additional hour worked.

## 28.4 Break after Overtime

- (a) Where overtime is necessary, an employee must have at least 10 consecutive hours off duty between work on successive days, if reasonably practicable.
- (b) Where an employee works overtime and does not have 10 consecutive hours off duty between the end of one period of duty and the start of ordinary duty on the next day, the employee:
  - (i) will be paid at the overtime rate until released from duty; and
  - (ii) is entitled to be absent from ordinary duty the next day without loss of pay until a 10 hour break has been taken.
- (c) Where a shift worker works overtime for the purpose of changing shift rosters or does not report for duty and a day worker replaces the shift worker, the arrangements provided for at subclauses 27.4(a) and (b) will apply as if eight hours were substituted for 10 hours.

## 28.5 Minimum Overtime Payment

Type of Overtime	Min Payment
------------------	-------------



(a) When overtime is worked immediately before or after an ordinary hours shift (including a reasonable meal break)	Nil
(b) Where an employee is instructed to report for overtime on a day when the employee would not have to work, and on reporting for duty finds that there is no work.	3 hours
(c) Overtime on a Sunday or public holiday where the overtime is to perform essential work related to feeding animals, watering or similar activity.	3 hours
(d) All other overtime worked on a Sunday or a public holiday.	4 hours
(e) Where an employee is called back to work after leaving the University, provided that: (i) each call stands alone; (ii) this does not apply if it is customary for an employee to return to the University to perform pre-arranged overtime or where overtime is continuous (provided there is a reasonable meal break) with the start or end of normal working time.	4 hours

## 28.6 No Overtime Payment for Flexible Working Hours

An employee at Level 1 to 7 who has the permission of the University to work flex-time and who works in excess or outside of the prescribed ordinary hours of work in a day or a week under that arrangement will not be paid overtime (or arrangements in lieu under subclause 28.8) for those hours worked, unless the University requires (by a direction of an employee's manager or supervisor) the employee to work overtime, in accordance with clause 28.1 of this Agreement..

## 28.7 Overtime Barrier

An employee at Level 8 or above will not be entitled to the payment of overtime (or arrangements in lieu under subclause 28.8). Provided that the University may approve, as it determines appropriate, either the payment of overtime or an arrangement for time off either in accordance with this Agreement or on another basis.

## 28.8 Time off in lieu of Overtime Payment

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

# PART E – WORKPLACE AND ORGANISATIONAL CHANGE

## **29.0 MANAGING CHANGE IN THE WORKPLACE**

### **29.1 Application**

- (a) This clause applies to employees employed on continuing and on fixed term employment, subject to subclause 29.1(b).
- (b) Other than subclauses 29.3 and 29.4(a) to (f), this clause does not apply to an employee in receipt of a total remuneration package of more than \$200,000 per annum.
- (c) Other than subclauses 29.3 and 29.4(a) to (f), this clause does not apply to employees engaged on a casual basis.

### **29.2 General Principles**

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

### **29.3 Minor Workplace Change**

- (a) The University will consult with employees who are likely to be 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.
- (b) In circumstances where the University wants to change employees' regular roster or ordinary hours of work, the University must:
  - (i) provide information to the employees about the change;
  - (ii) invite the employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and
  - (iii) consider any views given by the employee about the impact of the change.

### **29.4 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. The workplace change proposal will also include organisational charts, where relevant.
- (d) As part of the consultation process, a directly affected employee may request that the University provide a written description of their current duties that has been used in formulating the workplace change proposal (such as a position description).

- (e) Directly affected employees will have an opportunity to respond to the workplace change proposal and the University will consider any alternative(s) put forward. The University will also consider any response and/or alternative(s) put forward by other employees who will be affected by the workplace change proposal.
- (f) Directly affected employees will be advised in writing of any changes (including reason/s for changes) to the original proposal prior to implementation.
- (g) 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.
- (h) Where, arising from the process referred to at subclause 29.4(g)(ii), an employee has not submitted an expression of interest in any positions in the new structure or whose expression of interest is unsuccessful, the University may place the employee in any position in the new structure or elsewhere within the University provided that:
  - (i) the employee holds the necessary skills, qualifications and/or experience for the position;
  - (ii) the position requires similar skills, qualifications and/or experience and involves a similar level of: task complexity; judgement; problem solving; and independence as the substantive position held by the employee;
  - (iii) the position is at the same campus or another campus that does not involve unreasonable additional travel; and
  - (iv) the placement of the employee will be made on the employee's existing terms and conditions of employment, including classification and salary.

Where no such placement is made, the provisions of subclause 29.5 will apply.

- (i) The placement of an employee pursuant to subclause 29.4(h) will be made for a trial period of not less than three months. Where the trial is not successful, the employee will be advised by the University in writing of the reason the trial was not successful and that the provisions of subclause 29.5 will apply.

## **29.5 Implementation of Redeployment and Retrenchment**

Where, following completion of the processes referred to in clause 29.4, an employee does not hold a position in the new structure or elsewhere within the University, the Head of Human Resources, will write to the employee and advise that the redeployment and retrenchment provisions of subclause 29.6 will apply, subject to subclause 29.8 below. Such correspondence will serve as notice of retrenchment, subject to the relevant provisions of subclause 29.6.

## **29.6 Process - Redeployment and Retrenchment**

- (a) Where the Head of Human Resources, has written to an employee pursuant to subclause 29.5, the employee must elect to seek redeployment within a period of two weeks or be retrenched ('Election Period'). Redeployment will commence immediately on election by the employee and will continue for any unexpired portion of the Election Period.
- (b) Where the employee elects to seek redeployment and, on expiry of the Election Period, the employee will undertake a redeployment process for a period of 10 weeks ('Primary Redeployment Period'). Where the University and the employee cannot identify an agreed suitable alternative position within the 10 week Primary Redeployment Period, the provisions of subclause 29.6(d) will apply.

- (c) At any time during the 10 week Primary Redeployment Period, the employee may elect to terminate the redeployment process and be retrenched. The employee will receive the balance of the 10 week period as payment in lieu of notice.
- (d) Where the University and the employee cannot identify an agreed suitable alternative position within the Primary Redeployment Period:
  - (i) an employee may elect to continue with the redeployment process for up to an additional eight weeks ('Secondary Redeployment Period') consistent with subclause 29.6(e), provided an employee has more than four years of continuous service with the University; or
  - (ii) if an employee does not make an election consistent with subclause 29.6(d)(i) by the end of the Primary Redeployment Period, the employee will be retrenched. The employee will not be entitled to any further notice in respect of the retrenchment.
- (e) An employee who elects a Secondary Redeployment Period must nominate at the time of their election, the specific term (in weeks) of the Secondary Redeployment Period, up to a maximum of eight weeks.
- (f) At any time during the Secondary Redeployment Period, the employee may elect to terminate the redeployment process and be retrenched. The employee's redundancy entitlement in subclause 29.6(m) will be reduced by half the number of weeks (or part thereof) the employee has been in the Secondary Redeployment Period
- (g) Where the University and the employee cannot identify an agreed suitable alternative position within the Secondary Redeployment Period, the employee will be retrenched. The employee will not be entitled to any further notice in respect of the retrenchment.
- (h) Where an employee is serving a Secondary Redeployment Period and the employee is retrenched at the end of that period, the employee's severance payment as set out under subclause 29.6(m)(i) will be reduced by the period equal to half the number of weeks of the Secondary Redeployment Period (for example, if an employee elects an additional eight weeks redeployment, their severance payment in clause 29.6(m)(i) will be reduced by four weeks in consideration of the University providing the employee with an additional redeployment period).
- (i) Where the University and an employee identify an agreed suitable alternative position at any time during a redeployment period, the University will place the employee in that position. A redeployment placement will be made on the basis of a trial period. Where the trial is not successful, the employee will be advised by the University in writing of the reason the trial was not successful and the employee will be retrenched in accordance with subclause 29.6(m) below.
- (j) During any period of redeployment, an employee will have access to:
  - (i) reasonable time off work without loss of pay to attend job interviews or other job search activities; and
  - (ii) where agreed by the University at the commencement of any redeployment period, a program of retraining that would be completed within the relevant redeployment period and that would enable the Employee to develop work related skills that would support redeployment within the University.
- (k) An employee who does not elect redeployment in accordance with clause 29.6(a) will be given written notice by the University of not less than 10 weeks of the date of retrenchment or, at the election of the employee, the payment of 10 weeks' salary in lieu of notice, provided that the University may place the employee on paid leave (not being annual leave or long service leave) during the notice period.
- (l) An employee who elects to work part or all of the 10 week notice period (including through a redeployment process) will only receive on retrenchment payment for the period not worked.
- (m) An employee who is retrenched will be entitled to the following payments at their base rate of pay:

- (i) an employee with two or more years of continuous service, a severance payment based on three weeks salary for every completed year of continuous service to a maximum of 52 weeks, less any deduction in consideration of the Secondary Redeployment Period as set out in subclause 29.6(h);
- (ii) an employee with one year but less than two years of continuous service, a severance payment equivalent to four weeks of salary;
- (iii) payment for accrued annual leave in accordance with clause 37.0;
- (iv) payment on a pro-rata basis for leave loading in accordance with clause 37.0 ; and
- (v) payment for any long service leave in accordance with clause 38.0.

## **29.7 Redeployment to a Lower Level Position**

An employee who agrees to be redeployed to a position at a level lower than their previous salary level will:

- (a) receive salary maintenance at their previous rate of pay for 12 months; and
- (b) if the employee is an existing member of a superannuation scheme covered under subclause 13.0(a) of this Agreement, after the initial 12 months specified in subclause 29.7(a) above, the University will maintain the employer superannuation contribution calculated on their previous rate of pay for a further 12 months.

## **29.8 Acceptable Alternative Employment**

- (a) Consistent with the principle to minimise or eliminate the need for retrenchments, the University may at any time apply to the FWC to have the severance payment or retrenchment benefit varied or waived, where the University obtains acceptable alternative employment for an employee.
- (b) Until such time as the University's application is determined by the FWC, an employee who is the subject of the application may be required to perform work which is appropriate for the employee to perform.

# **PART F – PERFORMANCE MANAGEMENT AND DEVELOPMENT**

## **30.0 WORKLOADS**

- (a) An employee (or group of employees) who has concerns about the level of their workload may raise those concerns with their supervisor in the first instance for resolution.
- (b) Where the process at subclause 30.0(a) does not resolve the employee's concerns, the employee may raise their concerns with the senior manager of their work unit for resolution.
- (c) Where the process at 30.0(b) does not resolve the employee's concerns, the employee may refer the matter to the Head of Human Resources, for final resolution.

## **31.0 PROBATION**

- (a) A new employee will be required to serve a period of probation at the commencement of employment not exceeding six months. Subject to the approval of the Head of Human Resources, an employee appointed to a position classified at Level 10 or above may be required to serve a probationary period of up to 12 months if it is reasonable having regard to the nature of the position.
- (b) Any second or subsequent fixed-term contract with the University will not contain a probationary period, unless the second or subsequent fixed-term contract is for a position where the duties are substantially different.

- (c) An employee will be advised of, and given an opportunity to make response to, any adverse material about their performance or conduct which the University intends to take into account in a decision to terminate the employment upon or before the expiry of the period of probation.

### **32.0 INCREMENTAL AND ACCELERATED PROGRESSION**

- (a) Incremental progression through the steps set out in Schedule 1, Schedule 2 and Schedule 6 of this Agreement will occur annually. Progression will continue to the top step of the relevant salary range for the position, except where a determination is made under clause 32.0(d) below.
- (b) Where an employee's performance is recognised as being of an exceptionally high standard, the Dean or Divisional Head may approve accelerated progression of two steps.
- (c) Where the employee's performance is not satisfactory and a supervisor proposes to withhold an increment from an employee entitled to incremental progression, the supervisor will:
  - (i) advise the employee of the reasons for the proposed withholding of the increment; and
  - (ii) give the employee an opportunity to respond to the reasons provided; and
  - (iii) allow sufficient opportunity (usually at least three months) for the employee to improve performance to the standard required to progress to the next incremental step.
- (d) Where the steps referred to in subclause 32.0(c) have been carried out and the supervisor remains of the view that the increment should be withheld, the supervisor Dean or Divisional Head will make a recommendation to the Head of Human Resources, who will make a final determination.

### **33.0 PROFESSIONAL DEVELOPMENT**

- (a) An employee will meet annually with their supervisor in order to review and discuss their work in the past year, their work in future years and the employee's own personal career development. The major areas for discussion will include:
  - (i) how the employee's position links to the wider plans of the work unit and of the University;
  - (ii) allocated duties within the work unit and the employee's development needs associated with meeting work unit and University goals;
  - (iii) where relevant, facilitating development needs for broadbanding progression;
  - (iv) support needed by the employee from the work unit and from the University in order to achieve personal career goals;
- (b) The discussion referred to in subclause 33.0(a) above may also include discussion regarding the employee's own interests in relation to their further development and training, including what financial contribution they are making personally and any funding that may be available, to support that further development and training
- (c) The University may advertise some positions to internal applicants only. Where this occurs, casuals who have been engaged on a regular and systematic basis for a period of 6 months or more will be entitled to apply. Employees are encouraged to subscribe to email job-alerts in relation to internal career opportunities.

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

The procedures set out in this clauses 34.0 and 35.0 of this Agreement must be followed before a decision to terminate an employee on the grounds of unsatisfactory performance or serious misconduct. It is noted that repeated misconduct can constitute serious misconduct. Clauses 34.0 and 35.0 of this



Agreement do not apply to an employee at Level 10 or above, a casual employee or an employee serving a period of probation.

## **34.0 MANAGEMENT OF UNSATISFACTORY PERFORMANCE**

### **34.1 Management of Unsatisfactory Performance**

- (a) A supervisor will discuss performance concerns with an employee at an early stage, consistent with the duties and expectations of the employee's role, before commencing a process consistent with subclause 34.1(b). Such discussions may include measures such as guidance, assistance and/or counselling which a supervisor determines necessary to improve performance.
- (b) Where performance concerns have been discussed at an early stage with an employee under subclause 34.1(a), but such discussions have not led to sufficient improvement in the employee's performance and the University wishes to formalise the concerns it will:
  - (i) advise the employee in writing of the deficiencies in performance and identify the performance standard required.
  - (ii) provide the employee with an opportunity to respond to the concerns and to raise any mitigating circumstances or other relevant matters (which include but are not limited to reasonable accommodation or adjustment for disability or carers responsibilities) which the employee may bring to the attention of the supervisor.
  - (iii) if still concerned having considered any response by the employee, inform the employee that action is being taken in accordance with this clause of the Agreement, and provide the employee with:
    - (A) an outline of the performance deficiencies and the performance standard required;
    - (B) a reasonable opportunity and timeframe to improve performance to the standard required; and
    - (C) guidance, assistance or counselling necessary to improve performance.
- (c) Where the supervisor believes that the employee's performance remains unsatisfactory following the steps set out in subclause 34.1(a) above, the supervisor will advise the employee in writing of the deficiencies in performance, and of any further proposed action. The employee will have an opportunity to make a response to the supervisor's assessment.

### **34.2 Recommendation to Terminate Employment**

- (a) A Dean or Divisional Head who proposes to terminate the employment of an employee following the procedures outlined in subclause 34.1 will prepare a recommendation for consideration by the Executive Delegate.
- (b) The recommendation will clearly set out the reasons for the recommendation, the steps taken by the University in accordance with subclauses 34.1 and any response made by the employee, including mitigating circumstances and any other relevant material.
- (c) A copy of the recommendation will be provided to the employee. An employee will have a period five working days after being provided with a copy of the recommendation to provide to the Executive Delegate a submission in response to the recommendation.
- (d) The Executive Delegate will make a final determination as to whether the employment should be terminated having taken into account both the Dean/Divisional Head's recommendation and any response by the employee.

## **35.0 MANAGEMENT OF MISCONDUCT OR SERIOUS MISCONDUCT**

### **35.1 Management of Allegations of Misconduct or Serious Misconduct**

- (a) Where a matter of possible misconduct arises, it will normally be discussed by the supervisor (or where relevant the senior manager) with the employee to determine whether it can be resolved through guidance, counselling or other appropriate action in the first instance.
- (b) Where the discussion in subclause 35.1(a) has not resolved a matter or is inappropriate due to the serious nature of the allegation(s), a supervisor (or where relevant the supervisor's supervisor) will detail the allegation(s) of misconduct or serious misconduct in writing and give the employee an opportunity to respond to the allegation(s) and to raise any mitigating circumstances.
- (c) Where an allegation(s) of misconduct or serious misconduct has been made against an employee, the University may direct the employee to be absent from the workplace on full pay pending the resolution of the matter.
- (d) The Dean or Divisional Head of the work unit in which the employee is employed will consider the employee's response to the allegation(s) and any other relevant material, and advise the employee of any proposed action.

### **35.2 Recommendation to Terminate Employment**

- (a) A Dean or Divisional Head who proposes to terminate the employment of an employee following the procedures outlined in subclause 35.1 above will prepare a recommendation for consideration by the Executive Delegate.
- (b) The recommendation will clearly set out the reasons for the recommendation, the steps taken by the University in accordance with subclause 35.1 and any response made by the employee, including mitigating circumstances and any other relevant material.
- (c) A copy of the recommendation will be provided to the employee. An employee will have a period of five working days after being provided with a copy of the recommendation to provide to the Executive Delegate a submission in response to the recommendation.
- (d) The Executive Delegate will make a final determination as to whether the employment should be terminated having taken into account both the Dean/Divisional Head's recommendation and any response by the employee.

## **PART H - LEAVE ENTITLEMENTS AND CONDITIONS**

### **36.0 GENERAL LEAVE CONDITIONS**

#### **36.1 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) Subject to subclauses 38.6 and 39.5.2(g) 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.

#### **36.2 Part-time Employees**

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

#### **36.3 Casual Employees**

A casual employee will not be entitled to the leave entitlements and provisions set out in clauses 37.0 – 45.0 of this Agreement, except where an express provision otherwise applies.

### **37.0 ANNUAL LEAVE**

## **37.1 Entitlement and Accrual**

### **General**

- (a) An employee (other than a 7 day continuous shiftworker) will be entitled, for each 12 months of service, to take four weeks of annual leave at their base rate of pay in addition to any public holiday occurring while on annual leave.
- (b) A 7 day continuous shiftworker will be entitled, after the completion of each 12 months of service, to take five weeks of annual leave at their base rate of pay, in addition to any public holidays occurring while on annual leave.

### **Accrual**

- (c) Annual leave will accrue progressively. Untaken annual leave will accumulate from year to year.
- (d) Annual leave will accrue at half the normal rate during any period of leave on half pay.

## **37.2 Direction to Take Annual Leave**

- (a) 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 to reduce their entitlement to not less than 3 weeks at the conclusion of the leave. In special circumstances (e.g. planning overseas travel), an employee may, with the prior approval of their senior manager, accrue annual leave to a maximum of 8 weeks, provided that such leave must be reduced to not more than 2 weeks and taken within six months.
- (b) Where the University directs an employee to take annual leave, it will:
  - (i) discuss the timing of the leave with the employee and take into consideration any wishes of the employee;
  - (ii) allow the employee an opportunity to submit an application to take an appropriate amount of leave at a mutually agreed time;
  - (iii) allow the employee to take leave in one or more blocks if the employee wishes to do so; and
  - (iv) provide the employee with reasonable notice of the leave to be taken.
- (c) Nothing in this clause limits the University's capacity to direct an employee to take no more than 3 days of annual leave when the University is shut down around the Christmas/New Year period as part of the standard leave arrangements referred to in subclauses 37.1 and 37.2 of this clause. Provided that an employee with an annual leave balance of less than 6 weeks at the date of the shut down may elect to use available flex time or time off in lieu of overtime, leave without pay, or a combination thereof, instead of annual leave, or be granted annual leave in advance.
- (d) The provisions of subclause 37.2 are reasonable having regard to the nature of the University's operations and the flexible work arrangements for employees covered by this Agreement.

## **37.3 Other leave during Annual Leave**

In accordance with applicable legislation, where an employee is eligible for another form of leave during all or part of a period on which an employee is on annual leave, subject to complying with requirements for access to that leave, any annual leave will be re-credited for the period of the other form of leave.

## **37.4 Payment of Annual Leave on Termination**

An employee, whose employment terminates for any reason, will be paid any untaken accrued annual leave on termination.

## **37.5 Annual Leave Loading**

- (a) An employee will be granted an annual leave loading equivalent to 17½% of four weeks at the employee's base rate of pay. The loading payable will not in any case exceed the loading on the maximum salary equivalent to that applicable to an employee working 35 hours per week whose position is classified at Level 9.
- (b) An employee on shift work who proceeds on annual leave will be paid the greater of:
  - (i) in respect of leave taken in any period of 12 months, shift penalties (or other allowance paid on a regular basis in lieu) the employee would have received had they not been on annual leave; or
  - (ii) the 17½% annual leave loading as prescribed in subclause 37.6(a) below. In the case an employee engaged on seven day continuous shifts, the 17½% annual leave loading is to be calculated on the basis of 17½% of five weeks of the employee's base rate of pay.
- (c) Payment of shift penalties will not be made for:
  - (i) public holidays that occur during annual leave; or
  - (ii) leave that has been added to a period of annual leave in compensation for public holidays worked.
- (d) Broken service during a year does not attract the annual leave loading. For example, if an employee resigns and is subsequently re-employed during the same year, only the service from the date of re-employment will attract the annual leave loading, subject to the above conditions.
- (e) The annual leave loading is to be calculated on the employee's base rate of pay as at the date when the employee commences annual leave or the annual leave loading is paid.
- (f) A part-time employee who satisfies the above conditions is eligible for the annual leave loading.

### 37.6 Annual Leave Loading on Termination

On termination of employment, an employee will be paid out any annual leave loading they have accrued in respect of annual leave but which has not been paid.

## 38.0 LONG SERVICE LEAVE

### 38.1 Entitlement

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

Years of Employment at UNSW	Entitlement
Between 5 and 10 years	<p>A proportionate amount of long service leave based on the equivalent of six calendar days for each completed year, where employment of 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*	<p>3 months of leave on full pay; or</p> <p>6 months of leave on half pay.</p>

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 calendar days on full pay or 9 months on half pay; <u>plus</u> 15 calendar days for each additional year of employment at UNSW.

\*Except that employees employed at UNSW Canberra may take a proportionate amount of long service leave after 7 years of employment at UNSW.

- (b) The completion of employment referred to at subclause 38.1(a) applies to either continuous or broken periods of employment.

### 38.2 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.

### 38.3 Casual Employees

A casual employee will be eligible for long service leave in accordance with the *New South Wales Long Service Leave Act 1955* or *ACT Long Service Leave Act 1976* – whichever is applicable.

### 38.4 Recognition of Other Employment and Service

- (a) For persons entering employment with the University on or after 1 January 1974, eligibility for long service leave will be determined taking into account prior continuous full-time and part-time paid service with the University and other Australian universities in accordance with the provisions in Schedule 9.
- (b) Where an employee is granted leave for service in the Australian Defence Forces, such leave will be counted as ordinary service in calculating long service leave.
- (c) An application for recognition of prior service must be made by an employee in writing to the Head of Human Resources upon commencement of work at UNSW.

### 38.5 Accrual of Long Service Leave taken at Half-Pay

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 38.1 above.

### 38.6 Leave Without Pay

- (a) Where an employee has completed 10 or more years of employment with UNSW, any period/s of leave without pay not exceeding six months will count as service for accrual purposes of long service leave.
- (b) Where an employee has completed 10 or more years of employment with UNSW and the period/s of leave without pay exceed/s six months, the total of the period/s of the leave without pay will not count as service for accrual purposes of long service leave, subject to subclause 39.5.2(g) below.

- (c) The University may count as service for accrual purposes of long service leave certain periods of leave without pay taken after 1 July 1971.

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

- (a) Nothing in this clause limits the University's capacity to direct an employee to take long service leave, provided that:
  - (i) the employee has a minimum long service leave entitlement of 100 working days; and
  - (ii) the employee is not required to take long service leave within two years of their stated retirement date; and
  - (iii) the minimum period of the long service leave to be taken is 20 working days; and
  - (iv) the employee has not taken long service leave at the direction of the University in the previous two years.
- (b) In directing an employee to take long service leave, the University will:
  - (i) provide the employee with reasonable notice of the leave to be taken;
  - (ii) discuss the timing of the leave with the employee;
  - (iii) take the employee's wishes into consideration in relation to the timing and duration of the leave; and
  - (iv) allow the employee an opportunity to submit an application to take such leave at a mutually agreed time.

## **39.0 PERSONAL LEAVE**

It is recognised that employees may need to access the types of leave described in subclauses 39.1 to 39.5, inclusive, for a variety of personal reasons.

### **39.1 Sick Leave**

An employee who satisfies the University that they are unable to perform their duties by reason of personal illness or personal incapacity will, subject to the conditions specified in this clause, be entitled, during such illness or incapacity, to sick leave with pay as follows:

#### **(a) Employees at UNSW Canberra**

The sick leave entitlement of an employee employed at UNSW Canberra is calculated by adding three weeks' sick leave on the employee's leave accrual date in each year following the commencement of this Agreement to the employee's personal leave entitlement on the day before the commencement of this Agreement, and then subtracting from this calculation the total number of days of sick leave taken since the commencement of this Agreement.

#### **(b) All Other Employees**

The sick leave entitlement of an employee is calculated (in working days) by applying the greater of the periods specified in (i) or (ii) below:

- (i)
  - 10 days during the first year of service;
  - 15 days in the second year of service; and
  - 30 days in any subsequent year of service.
- (ii) A period calculated by allowing two weeks for each completed year of service and by deducting from that calculation the total number of days of sick leave previously taken during the whole of the employee's employment at UNSW.

### 39.1.2 Notification of Illness

An employee absent from duty due to personal illness or personal incapacity must inform their supervisor or manager as soon as the employee becomes aware that:

- (a) they will not be able to attend work; and
- (b) the likely period of the absence.

### 39.1.3 Application for Sick Leave

An employee must complete and submit an application for sick leave to their immediate supervisor immediately upon returning to duty, or in advance if the employee is aware of the need for such leave.

### 39.1.4 Production of Medical Certificate

- (a) If any sick leave absence exceeds three consecutive working days, the employee must provide to their supervisor a medical certificate which covers the period of the absence.
- (b) The University may require an employee to produce a medical certificate for any sick leave absence, provided that the employee has been advised previously in writing of this requirement.
- (c) Under clause (a) and (b) above, the certificate from the medical practitioner must include a statement that the employee was/is unable to attend for duty on each/all of the day or days in respect of which the employee claims sick leave.
- (d) Where the University has required an employee to produce a medical certificate under (b) above, this requirement will be reviewed by the University within 12 months to consider whether there is still a reasonable basis for it to continue.

## 39.2 Carer's Leave

### 39.2.1 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 Head of 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.

### 39.2.2 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 current year's 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 current year's available sick leave as carer's leave.
- (c) If an employee's current year's entitlement to carer's leave (a) or (b) above (whichever is applicable) is exhausted, sick leave accrued from previous years 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 Head of Human Resources, take any accrued entitlement to annual leave or long service leave or take leave without pay to cover the absence.

### 39.2.3 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 39.2.3(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.

### **39.3 Compassionate Leave**

- (a) An employee is entitled to three 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 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.

### **39.4 Domestic Violence Leave**

- (a) The University recognises that some of its staff may experience situations of violence or abuse in their domestic life that may negatively affect their attendance or performance at work.
- (b) The University recognises that domestic violence includes physical, financial, verbal or emotional abuse by a current or former family/household member.
- (c) The University will offer support to employees experiencing domestic violence. This can include where appropriate:
  - (i) access to additional paid leave (up to 20 days) to attend medical appointments, legal proceedings, seek safe housing or to attend any other activities related to dealing with domestic violence and its consequences. This leave may be taken as consecutive days or single days or as a fraction of a day;
  - (ii) flexible working arrangements, including changes to working times consistent with the needs of the work unit and with appropriate regard to the health and safety of staff; and
  - (iii) changing work location, telephone number or email address.
- (d) In circumstances where an employee seeks to take more than three days of leave on a consecutive basis or more than five individual days in any calendar year, supporting documentation may be required by the University. Such supporting documentation may include an agreed document issued by the police service, a court, a medical practitioner, a domestic violence support service, a lawyer or a counselling professional or a statutory declaration signed by the employee.
- (e) An employee who is supporting a person experiencing domestic violence, and who requires time off work for that purpose, may request unpaid leave and/or may access Personal Leave under clause 39 or Witness Leave under clause 42, if those clauses apply to the specific circumstances.

### **39.5 Parental Leave**

### 39.5.1 Entitlements - Paid Parental Leave

An employee has a basic entitlement to 52 weeks of unpaid parental leave. Within that 52 week period, a continuing or fixed term employee commencing parental leave after the commencement of this Agreement may, if eligible, take one type of paid parental leave in accordance with the following tables:

#### Maternity Leave

Paid Leave Entitlement	Timeframe	Conditions
<p>Commencement of employment up to 5 years of continuous service = 26 weeks (full pay)</p> <p>5 years or more of continuous service = 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 a proportional basis of the full time entitlement where maternity leave is taken at half pay.</li> <li>• If a full-time employee has converted to fractional employment prior to going on maternity leave for reasons related to the pregnancy, she will be paid at the full-time rate of pay.</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>

#### Primary Carer Leave

Paid Leave Entitlement	Timeframe	Conditions
<p>Commencement of employment up to 5 years of continuous service = 26 weeks (full pay)</p>	<p>From the date of birth of the child, subject to eligibility, and up to 52 weeks after the birth.</p>	<ul style="list-style-type: none"> <li>• The employee must be in paid employment with the University or on paid leave from the University immediately prior to taking the leave.</li> <li>• The employee must be the primary carer of the child, that is, the parent who principally meets the daily needs of a child, which includes feeding, dressing, bathing and supervision for the duration of the leave.</li> </ul>

<p>5 years or more of continuous service = 36 weeks (full pay)</p> <p>The paid leave entitlement will be reduced by any other paid parental leave entitlement of the employee under this subclause 39.5.1 and any paid parental leave (or similar) leave entitlement taken by the employee's partner and/ or other parent of the child.</p>		<ul style="list-style-type: none"> <li>• In addition, the employee's partner and/or other parent of the child must be: <ul style="list-style-type: none"> <li>• working on a continuing, fixed-term, casual or contractual basis and not on any form of paid (other than sick or compassionate leave or other leave approved in advance by the Head of Human Resources) or unpaid leave (other than partner leave in relation to the child); or</li> <li>• enrolled with an officially recognised education provider and studying on a full-time basis; or</li> <li>• otherwise unable to be the primary carer of the child.</li> </ul> </li> <li>• An employee must provide a statutory declaration to verify any leave, study or other activity undertaken by their partner to verify the criteria is met.</li> <li>• Primary carer leave must be taken in one consolidated period unless otherwise approved by the University.</li> <li>• Some or all of the leave may be taken at half pay (up to maximum of 52 weeks after the birth).</li> <li>• Annual leave accrues on a proportional basis of the full-time entitlement where primary carer leave is taken at half pay.</li> </ul>
---	--	---

## Adoption Leave

### *Adoption – child under 5 years*

Paid Leave Entitlement	Timeframe	Conditions
<p>Commencement of employment up to 5 years of continuous service = 26 weeks (full pay - for child under 5 years)</p> <p>5 years or more continuous service = 36 weeks</p>	<p>52 weeks in total</p> <p>Commencement date may be up to 1 week prior to the date of placement of the child or on the 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> <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 a proportional basis of the full-time entitlement where primary carer leave is taken at half pay</li> <li>• In addition, an employee may apply to the University for additional unpaid leave.</li> </ul>

(full pay - for child under 5 years)		<ul style="list-style-type: none"> <li>• Can be shared if both parents work at UNSW.</li> </ul>
--------------------------------------	--	---

### *Adoption – child 5 years or over*

<b>Paid Leave Entitlement</b>	<b>Timeframe</b>	<b>Conditions</b>
2 weeks (full pay) or 4 weeks (half pay)	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>

### **Foster Parent Leave**

<b>Paid Leave Entitlement</b>	<b>Timeframe</b>	<b>Conditions</b>
3 weeks (full pay) (for child under 5 years)  2 weeks (full pay) (for child 5 years and over)	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	

### **Partner (including same gender partner) Leave**

<b>Paid Leave Entitlement</b>	<b>Timeframe</b>	<b>Conditions</b>
2 weeks (full pay)	Commencement may be up to 3 weeks prior to the expected birth (or 1 week prior to the date of placement) and up to 3 months after the birth/ placement.	<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>

### **Grandparent Leave**

<b>Paid Leave Entitlement</b>	<b>Timeframe</b>	<b>Conditions</b>

2 weeks (full pay) in any two year period	From the date of birth and up to 3 months 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 long service leave or unpaid leave.</li> </ul>
---	---	--

### 39.5.2 General Conditions of Parental Leave

- (a) Unless it is impracticable, an employee will provide their supervisor with at least 10 weeks' notice of the intention to take parental leave and at least four weeks' notice of the date on which the parental leave will commence.
- (b) An employee who has taken paid maternity leave will not be eligible for partner leave in respect of the same child.
- (c) Where both parents are employed by the University, one employee's paid parental leave entitlement will be reduced by any period of paid parental leave taken by the employee's partner (including same-gender partner) in respect of the birth/ placement. However, where both parents are employed by the University, they can take maternity leave and partner leave concurrently, subject to the relevant conditions attached to that leave.
- (d) If an employee (other than the birth mother) enters into a surrogacy arrangement in respect of the birth/ placement of the child, and it is not covered by a type of parental leave set out in clause 39.5.1 of this Agreement, the employee may, with the approval of the Head of Human Resources, take parental leave consistent with adoption or primary carer leave provisions, whichever is applicable in the circumstances.
- (e) Appropriate certification relating to the birth, adoption, surrogacy or primary care of the child and, where appropriate, the employee's legal responsibility must be produced if required by the University.
- (f) If requested by an employee, any paid portion of parental leave (except primary carer leave) may be paid as a lump sum.
- (g) In respect of primary carer leave, an employee must immediately notify the University if the employee or their partner's circumstances change and they are no longer eligible for primary carer leave. Where there is a delay in notification, the University may reclaim any primary carer leave paid to the employee for the period they were ineligible to receive the primary carer leave entitlement. If the employee wishes to remain on leave from the University, they may request to access to another form of leave.
- (h) Any parental leave absence (paid or unpaid) taken by an employee within the first 12 months of the birth of the child will count as service for the purposes of long service leave.
- (i) The University will consider a request from a continuing or fixed-term employee, to count as service for the purposes of determining any paid parental leave entitlement under 39.5.1, a period of casual employment with the University in the following circumstances:
  - (i) during the period of casual service, the employee was engaged on a regular and systematic basis;
  - (ii) the period of casual service was 12 months or more and immediately prior to the commencement of the continuing or fixed-term employment; and

- (iii) the casual service was at the same level and approximately the same hours per week as the continuing or fixed-term employment and in the same work area.

### 39.5.3 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 39.5.3(b) and (c) below.
- (b) An employee on 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 entitlement in accordance with subclause 39.5.1 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 parental 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 parental leave entitlement subject to fulfilling the eligibility requirements set out in this clause.

### 39.5.4 Casual Employees

- (a) A casual employee who is pregnant will be entitled to 14 weeks maternity leave on full pay 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 four months, immediately prior to the pregnancy; and
  - (ii) she has not accessed paid maternity leave from any other employer for the pregnancy.

All other casual employees 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) A casual employee who takes maternity leave will remain a casual employee of the University for the period of maternity leave.
- (c) 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.
- (d) 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.

### 39.5.5 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 months of the previous 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.

### 39.5.6 Unplanned Cessation of Parental Leave or Pregnancy

- (a) An unplanned cessation of parental leave or pregnancy occurs in the following circumstances:
  - (i) in the case of maternity leave, the pregnancy of the employee terminates other than by the birth of a living child whilst the employee is on maternity leave, or the employee's child dies during the period that the staff member is on maternity leave; or
  - (ii) in the case of adoption leave (child under 5 years) or primary carer, the child dies during the period that the employee is on such leave.
- (b) In each of the circumstances referred to at subclauses 39.5.6(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 of pregnancy. Commencing the following day, an employee will be entitled to be absent from duty on special parental 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) An employee who is at least 20 weeks' pregnant and who has not yet commenced maternity leave and who has an unplanned cessation of pregnancy without the birth of a living child, will also be entitled to be absent from duty on special maternity 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.
- (d) If an employee's partner (including same sex partner) or other parent of the child:
  - (i) is at least 20 weeks' pregnant and there is an unplanned cessation of pregnancy; or
  - (ii) is on parental leave and the child dies within 3 months of the child's birth/ placement,an employee will be entitled to be absent from duty on special partner leave for a period of up to two weeks payable at their base rate of pay, less any period of Partner Leave already taken.
- (e) In addition to the 14 weeks of paid leave provided for in subclauses 39.5.6(b), 39.5.6(c) and 39.5.6(d), 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.
- (f) Documentation will be required to support any period of leave pursuant to subclauses 39.5.6(b), 39.5.6(c) and 39.5.6(d) above.

### 39.5.7 Resumption of duty

- (a) On finishing parental leave, an employee is entitled to resume work in the position the employee held immediately before commencing parental leave except that:
  - (i) if the employee was transferred to a safe job because of her pregnancy, the relevant position is the position held immediately before the transfer;
  - (ii) if the employee began working part-time because of the pregnancy, the relevant position is the position held immediately before the employee began working part-time;
  - (iii) if immediately before starting parental leave the employee was acting in or temporarily performing the duties of a position for a period equal to or less than the parental leave, then the relevant position is the position held by the employee immediately before taking the acting or temporary position.
- (b) An employee on parental leave will be consulted in accordance with clause 29.0 - Managing Change in the Workplace - of this Agreement concerning any significant workplace change affecting the position the employee 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 29.0 - 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.

#### **39.5.8 Return to Work on a Part-Time Basis**

- (a) A full-time employee on a period of maternity, adoption (child under 5 years) or primary carer leave may return to work on a part-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) The University will consider any request by an employee pursuant to subclause 39.5.8(a) having regard to the University's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the work unit or the University's business.
- (c) An application to return to work on a part-time basis must be made at least eight weeks prior to the completion of the parental leave.
- (d) The University will genuinely consider any application by an employee pursuant to subclause 39.5.8(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 part 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 part-time basis, and the employee agrees, the employee will be placed in the alternate position and be paid the appropriate proportion of the salary applicable to their former substantive position for the period of part-time employment.
- (e) At the conclusion of the period of part-time employment, the employee will return to 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 39.5.7(c) and (d) will apply.
- (f) This subclause (39.5.8) will be read in conjunction with clause 46 in a way that is beneficial to the employee to best support flexibility on return from parental leave.

#### **40.0 SPECIAL LEAVE**

- (a) Special leave with pay of up to three 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.

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

An employee of the University will be granted annual leave or long service leave (where the employee has an entitlement to annual leave or long service leave) or leave without pay or leave from accrued

flexible working hours for the purpose of observing holy days or attend essential religious or cultural duties associated with a particular religious faith or culture.

## **42.0 JURY LEAVE AND WITNESS LEAVE**

### **42.1 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.

### **42.2 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, 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.

## **43.0 DEFENCE FORCES LEAVE**

### **43.1 Amount of Leave**

An employee may be granted paid leave to attend defence forces reserves training programs or courses on the following basis:

<b>Service</b>	<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

### **43.2 Additional Leave**

- (a) Additional paid leave not exceeding four calendar days in any period of 12 months may be approved on written certification of its necessity by the employee's Commanding Officer.
- (b) Any further leave may be taken as leave without pay or, with the employee's agreement be deducted from the employee's accrued annual leave and/ or long service leave.
- (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 (a) and (b) above where the University is reimbursed for the employee's absence through a scheme funded by the Commonwealth Government.

### **43.3 Refusal of Leave**

Subject to applicable laws, the University may refuse an application for leave if it would be inconvenient to the work unit to grant the leave requested.

#### **44.0 STUDY AND EXAMINATION LEAVE**

- (a) Where a supervisor approves a course of study being undertaken by an employee which has direct relevance to their position, study time of ½ an hour for each 1 hour of class contact time (or equivalent for distance education) is available up to a maximum of four hours per week.
- (b) In addition to the study time referred to in subclause 44.0(a), additional time off may be granted for the purpose of attending examinations required in the course of study.
- (c) An employee and their supervisor may negotiate reasonable flexible arrangements for study not directly relevant to their position. For example, an employee may be given approval to access flexible working hours to attend a lecture or class which falls within a work unit's core hours.

#### **45.0 GENDER TRANSITION LEAVE**

- (a) The University recognises that an employee undertaking gender transition may face unique and complex challenges, and that a supportive work environment can play a significant role in enhancing a staff member's wellbeing during this process.
- (b) The University will offer support to an employee who transitions, which may include, where appropriate:
  - (i) access to additional paid leave of up to five days to attend legal, medical or counselling appointments or to attend any other activities related to the gender transition process. This leave may be taken as consecutive days or single days or as a fraction of a day; and
  - (ii) flexible working arrangements, as prescribed in this Agreement, which include but are not limited to changes to working times consistent with the needs of the work unit.
- (c) Supporting documentation may be required by the University, which may include a medical certificate, or a statutory declaration signed by the employee.
- (d) Nothing in this Clause 45.0 prevents the employee from taking sick leave in circumstances where they meet the criteria set out in subclause 39.1 (Sick Leave).
- (e) In addition to the paid leave provided for in subclause 45.0(b)(i), an employee may apply for, and be granted, further leave, such as annual leave or long service leave, as prescribed in this Agreement, or leave without pay.

#### **46.0 PUBLIC HOLIDAYS AND UNIVERSITY 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) An employee required to work on a University Holiday will be permitted to take a day off in lieu of each such day worked at a time agreed between the employee and their supervisor.
- (d) Where a Public Holiday prescribed in this clause falls on an employee's a rostered day off and the employee does not work on that rostered day off, the employee will be entitled to an additional day of leave (or at the option of the University, an additional day's pay at the base rate) in lieu of such holiday. Such leave is to be taken at a time mutually convenient to the employee and the University.
- (e) 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.
- (f) Where a public holiday prescribed in this clause falls during a period on which an employee is on either long service leave or maternity leave at half-pay, payment for the public holiday will be made at half pay.

## PART I - OTHER ITEMS

### 47.0 REQUEST FOR FLEXIBLE WORK ARRANGEMENTS

- (a) An employee may make a written request for a flexible work arrangement.
- (b) A flexible work arrangement may include:
- (i) Flexible working hours;
  - (ii) Part-time work;
  - (iii) Job-sharing; and/or
  - (iv) Changes to the start and/or finish time of work.
- (c) The employee's written request for flexible work arrangement/s must include the details of the arrangement proposed, the duration of time for which the arrangement is requested and the reason for the request. The employee may be asked to provide additional information that is relevant to considering the request.
- (d) A request for a flexible work arrangement is subject to the approval of the University and may be refused only on reasonable business grounds.
- (e) If the University determines that a flexible work arrangement must cease, it will provide the employee with reasonable notice.
- (f) This clause is not intended to limit in any way the operation of (and is intended to satisfy the University's obligations under) legislation, including the Fair Work Act 2009.

### 48.0 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) taking of long service leave; and
  - (ii) taking of annual leave.
- (b) The terms and conditions that apply to making an individual flexibility arrangement are set out at Schedule 8 of this Agreement.

#### **49.0 UNION ARRANGEMENTS**

- ~~(a)~~ An employee who has been appointed as a union representative for a 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 each 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 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 Head of 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 each Union.
- (e) The parties to the Agreement acknowledge that the purpose of subclauses 48.0(a) to (d) above is to benefit the University's employees by facilitating the provision of effective and accessible industrial representation.

#### **50.0 INDIGENOUS EMPLOYMENT**

- (a) The parties to this Agreement note:
  - (i) The development of the UNSW Indigenous Workforce Strategy (the Strategy) to support UNSW's aim to be recognised as the leading University for Indigenous researchers, Indigenous education and Indigenous workforce participation in Australia; and
  - (ii) The University's aspiration over the life of this Agreement to make significant progress towards its 2025 target of being representative of the community and greater Sydney population by having 90 Indigenous academic and professional staff employed in the University at the expiry of this Agreement.
- (b) During the life of this Agreement, the University will:
  - (i) Work to implement the Strategy and actively pursue the targets for increased Indigenous employment included in the Strategy;
  - (ii) Establish a financial compact that will guarantee dedicated funding to be allocated each year to support the implementation of aims and initiatives associated with advancing Indigenous employment outcomes. The funding each year will be no less than \$1.5 million to support new initiatives set out in the Strategy or to enhance expenditure on existing initiatives. A copy of the financial compact will be provided to the Unions;

- (iii) Develop and maintain a committee to monitor implementation of the Strategy and include on the committee an Indigenous staff member nominated by the Unions;
  - (iv) Implement a number of initiatives to support Indigenous staff to complete PhDs at UNSW, including where appropriate workload relief and extended timeframes to complete (within any limits set by Government); and
  - (v) Meet with the Unions up to twice a year, upon request, to discuss progress in developing or implementing the Strategy and the above objectives.
- (c) Aboriginal and Torres Strait Islander staff are entitled to up to five days special paid leave to attend to Indigenous cultural/ceremonial obligations. Staff will provide appropriate documentation to their Supervisor.
  - (d) An Indigenous Language Allowance will be payable to an Aboriginal and Torres Strait Islander staff member who is competent to use an Indigenous language in accordance with the rates set out in Schedule 11.
  - (e) Aboriginal and Torres Strait Islander staff who undertake a formal course of study with an approved higher education provider in an Indigenous Language will be entitled to reimbursement for course fees up to a maximum of \$1,500 in any one calendar year, subject to provision of documentation of the successful completion of the course.

## **51.0 EMPLOYMENT EQUITY**

- (a) The University is committed to implementing an equity and diversity 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 Unions up to twice a year about improving gender equity within the University and advancing the above objectives.

## **52.0 WORKPLACE BULLYING**

The University considers workplace bullying to be inappropriate and unacceptable behaviour. The parties acknowledge that processes for dealing with workplace bullying complaints are contained in University policy and legislation.

## **53.0 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.

## **54.0 WORK HEALTH AND SAFETY**

The University will facilitate a meeting with the Unions upon request, up to two times per year to discuss work, health and safety.

The University will identify on its website its work health and safety work groups and the health and safety representatives of each work group.

## PART J – SCHEDULES

### SCHEDULE 1

#### GENERAL STAFF SALARY RATES (35 HOUR WEEK)

LEVEL	STEP	1/01/2018^	Sept 2018^ 2%	1/07/2019^ 2%	01/07/2020^1%	01/01/2021 ^ 1%	01/07/2021 ^ 1%	01/01/2022 ^ 1%
1	1	47,404	48,352	49,319	49,812	50,310	50,814	51,322
	2	48,722	49,696	50,690	51,197	51,709	52,226	52,749
	3	50,041	51,042	52,063	52,583	53,109	53,640	54,177
	4	51,360	52,387	53,435	53,969	54,509	55,054	55,605
	5	52,674	53,727	54,802	55,350	55,904	56,463	57,027

2	1	54,068	55,149	56,252	56,815	57,383	57,957	58,536
	2	55,432	56,541	57,671	58,248	58,831	59,419	60,013

3	1	57,089	58,231	59,395	59,989	60,589	61,195	61,807
	2	58,744	59,919	61,117	61,728	62,346	62,969	63,599
	3	60,397	61,605	62,837	63,465	64,100	64,741	65,388
	4	62,051	63,292	64,558	65,203	65,855	66,514	67,179
	5	63,703	64,977	66,277	66,939	67,609	68,285	68,968

4	1	65,506	66,816	68,152	68,834	69,522	70,218	70,920
	2	67,301	68,647	70,020	70,720	71,427	72,142	72,863
	3	69,101	70,483	71,893	72,612	73,338	74,071	74,812

5	1	71,451	72,880	74,338	75,081	75,832	76,590	77,356
	2	73,798	75,274	76,779	77,547	78,323	79,106	79,897
	3	76,148	77,671	79,224	80,017	80,817	81,625	82,441
	4	78,496	80,066	81,667	82,484	83,309	84,142	84,983
	5	80,850	82,467	84,116	84,958	85,807	86,665	87,532

6	1	83,653	85,326	87,033	87,903	88,782	89,670	90,566
	2	86,427	88,156	89,919	90,818	91,726	92,643	93,570
	3	89,238	91,023	92,843	93,772	94,709	95,656	96,613

7	1	91,755	93,590	95,462	96,417	97,381	98,354	99,338
	2	94,272	96,157	98,081	99,061	100,052	101,053	102,063
	3	96,788	98,724	100,698	101,705	102,722	103,749	104,787



LEVEL	STEP	1/01/2018^	Sept 2018^ 2%	1/07/2019^ 2%	01/07/2020^ 1%	01/01/2021^ 1%	01/07/2021^ 1%	01/01/2022^ 1%
	4	99,306	101,292	103,318	104,351	105,395	106,449	107,513

8	1	102,567	104,618	106,711	107,778	108,856	109,944	111,044
	2	105,808	107,924	110,083	111,183	112,295	113,418	114,552
	3	109,066	111,247	113,472	114,607	115,753	116,911	118,080
	4	112,304	114,550	116,841	118,009	119,190	120,381	121,585
	5	115,564	117,875	120,233	121,435	122,649	123,876	125,115

9	1	119,207	121,591	124,023	125,263	126,516	127,781	129,059
	2	122,852	125,309	127,815	129,093	130,384	131,688	133,005
	3	126,491	129,021	131,601	132,917	134,246	135,589	136,945

10	Min.	130,012	132,612	135,264	136,617	137,983	139,363	140,757
----	------	---------	---------	---------	---------	---------	---------	---------

\* increase applies from the first full pay period on or after this date

**SCHEDULE 2**  
**GENERAL STAFF SALARY RATES (38 HOUR WEEK)**

LEVEL	STEP	1/01/2018^	From date staff voted in favour of this Agreement 2%	1/07/2019^ 2%	01/07/2020 ^ 1%	01/01/2021^ 1%	01/07/2021 ^ 1%	01/01/2022 ^ 1%
1	1	51,412	52,440	53,489	54,024	54,564	55,110	55,661
	2	52,823	53,879	54,957	55,507	56,062	56,622	57,189
	3	54,256	55,341	56,448	57,012	57,583	58,158	58,740
	4	55,697	56,811	57,947	58,527	59,112	59,703	60,300
	5	57,136	58,279	59,444	60,039	60,639	61,246	61,858
2	1	58,651	59,824	61,021	61,631	62,247	62,869	63,498
	2	60,110	61,312	62,538	63,164	63,795	64,433	65,078
3	1	61,909	63,147	64,410	65,054	65,705	66,362	67,025
	2	63,703	64,977	66,277	66,939	67,609	68,285	68,968
	3	65,506	66,816	68,152	68,834	69,522	70,218	70,920
	4	67,302	68,648	70,021	70,721	71,428	72,143	72,864
	5	69,099	70,481	71,891	72,610	73,336	74,069	74,810
4	1	71,042	72,463	73,912	74,651	75,398	76,152	76,913
	2	73,008	74,468	75,958	76,717	77,484	78,259	79,042
	3	74,949	76,448	77,977	78,757	79,544	80,340	81,143
5	1	77,514	79,064	80,646	81,452	82,267	83,089	83,920
	2	80,058	81,659	83,292	84,125	84,967	85,816	86,674
	3	82,601	84,253	85,938	86,797	87,665	88,542	89,428
	4	85,166	86,869	88,607	89,493	90,388	91,292	92,204
	5	87,705	89,459	91,248	92,161	93,082	94,013	94,953
6	1	90,752	92,567	94,418	95,363	96,316	97,279	98,252
	2	93,772	95,647	97,560	98,536	99,521	100,517	101,522
	3	96,813	98,749	100,724	101,731	102,749	103,776	104,814
7	1	99,547	101,538	103,569	104,604	105,650	106,707	107,774
	2	102,281	104,327	106,413	107,477	108,552	109,638	110,734
	3	105,014	107,114	109,257	110,349	111,453	112,567	113,693
	4	107,747	109,902	112,100	113,221	114,353	115,497	116,652

LEVEL	STEP	1/01/2018^	From date staff voted in favour of this Agreement 2%	1/07/2019^ 2%	01/07/2020 ^ 1%	01/01/2021^ 1%	01/07/2021 ^ 1%	01/01/2022 ^ 1%
8	1	111,298	113,524	115,794	116,952	118,122	119,303	120,496
	2	114,825	117,122	119,464	120,659	121,865	123,084	124,315
	3	118,344	120,711	123,125	124,356	125,600	126,856	128,124
	4	121,867	124,304	126,790	128,058	129,339	130,632	131,939
	5	125,391	127,899	130,457	131,761	133,079	134,410	135,754
9	1	129,348	131,935	134,574	135,919	137,279	138,651	140,038
	2	133,305	135,971	138,691	140,077	141,478	142,893	144,322
	3	137,265	140,010	142,811	144,239	145,681	147,138	148,609

^ increase applies from the first full pay period on or after this date

### SCHEDULE 3 CASUAL STAFF RATES OF PAY

- (a) The hourly rates for casual employees are set out in the table below.
- (b) The casual loading payable for employees will be 25%.

Level	Rate per hour	Point	1/01/2018 <sup>^</sup>	From date staff voted in favour of this Agreement 2%	1/07/2019 <sup>^</sup> 2%	01/07/2020 <sup>^</sup> 1%	01/01/2021 <sup>^</sup> 1%	01/07/2021 <sup>^</sup> 1%	01/01/2022 <sup>^</sup> 1%
1	Base Rate	Point 1	26.04	26.56	27.09	27.36	27.64	27.91	28.19
	<b>Rate</b>		32.56	33.21	33.88	34.21	34.56	34.90	35.25
	Base Rate	Point 2	28.95	29.53	30.12	30.42	30.72	31.03	31.34
	<b>Rate</b>		36.18	36.90	37.64	38.02	38.40	38.78	39.17
2	Base Rate	Point 1	29.71	30.30	30.91	31.22	31.53	31.85	32.17
	<b>Rate</b>		37.14	37.88	38.64	39.03	39.42	39.81	40.21
	Base Rate	Point 2	30.45	31.06	31.68	32.00	32.32	32.64	32.97
	<b>Rate</b>		38.06	38.82	39.60	39.99	40.39	40.80	41.21
3	Base Rate	Point 1	31.36	31.99	32.63	32.95	33.28	33.62	33.95
	<b>Rate</b>		39.20	39.98	40.78	41.19	41.60	42.02	42.44
	Base Rate	Point 2	34.99	35.69	36.40	36.77	37.14	37.51	37.88
	<b>Rate</b>		43.73	44.60	45.50	45.95	46.41	46.88	47.34
4	Base Rate	Point 1	35.99	36.71	37.44	37.82	38.20	38.58	38.96
	<b>Rate</b>		44.99	45.89	46.81	47.28	47.75	48.23	48.71
	Base Rate	Point 2	37.96	38.72	39.49	39.89	40.29	40.69	41.10
	<b>Rate</b>		47.45	48.40	49.37	49.86	50.36	50.86	51.37
5	Base Rate	Point 1	39.27	40.06	40.86	41.27	41.68	42.09	42.52
	<b>Rate</b>		49.09	50.07	51.07	51.58	52.10	52.62	53.15
	Base Rate	Point 2	44.44	45.33	46.24	46.70	47.16	47.64	48.11
	<b>Rate</b>		55.55	56.66	57.79	58.37	58.96	59.55	60.14
6	Base Rate	Point 1	45.96	46.88	47.82	48.29	48.78	49.27	49.76
	<b>Rate</b>		57.45	58.60	59.77	60.37	60.97	61.58	62.20
	Base Rate	Point 2	49.01	49.99	50.99	51.50	52.01	52.54	53.06
	<b>Rate</b>		61.27	62.50	63.75	64.38	65.03	65.68	66.33

Level	Rate per hour	Point	1/01/2018^	From date staff voted in favour of this Agreement 2%	1/07/2019^ 2%	01/07/2020 ^ 1%	01/01/2021^ 1%	01/07/2021 ^ 1%	01/01/2022 ^ 1%
7	Base Rate	Point 1	50.39	51.40	52.43	52.95	53.48	54.01	54.55
	<b>Rate</b>		62.99	64.25	65.53	66.19	66.85	67.52	68.20
	Base Rate	Point 2	54.56	55.65	56.76	57.33	57.91	58.48	59.07
	<b>Rate</b>		68.20	69.56	70.96	71.66	72.38	73.11	73.84
8	Base Rate	Point 1	56.35	57.48	58.63	59.21	59.80	60.40	61.01
	<b>Rate</b>		70.44	71.85	73.29	74.02	74.76	75.51	76.26
	Base Rate	Point 2	63.50	64.77	66.07	66.73	67.39	68.07	68.75
	<b>Rate</b>		79.37	80.96	82.58	83.40	84.24	85.08	85.93
9	Base Rate	Point 1	65.51	66.82	68.16	68.84	69.53	70.22	70.92
	<b>Rate</b>		81.89	83.53	85.20	86.05	86.91	87.78	88.66
	Base Rate	Point 2	69.51	70.90	72.32	73.04	73.77	74.51	75.25
	<b>Rate</b>		86.88	88.62	90.39	91.29	92.21	93.13	94.06

^ increase applies from the first full pay period on or after this date

## SCHEDULE 4 ALLOWANCES

### 1. Current Allowances

At the date this Agreement comes into effect, the following allowances will continue to be payable as amounts in addition to salaries are:

Allowance Type	1/01/2018	From date staff voted in favour of this Agreement 2%	1/07/2019^ 2%	01/07/2020^ 1%	01/01/2021^ 1%	01/07/2021^ 1%	01/01/2022^ 1%
Cadaver Allowance	1,734.48	1,769.17	1,804.55	1,822.60	1,840.82	1,859.23	1,877.83
On Call Allowance (IT Services, Custodians)	589.97	601.77	613.80	619.94	626.14	632.40	638.73
Remote Area Allowance - With Dependant	2,016.89	2,057.23	2,098.37	2,119.36	2,140.55	2,161.96	2,183.57
Remoter Area Allowance - Without Dependant	1,409.76	1,437.96	1,466.71	1,481.38	1,496.20	1,511.16	1,526.27
First Aid Allowance	695.16	709.06	723.24	730.48	737.78	745.16	752.61

^ increase applies from the first full pay period on or after this date

### 2. Licence/Registration Fees

An employee who, by virtue of their employment, is required to hold the following licences will either be paid or reimbursed the following licence/registration fees:

- Electricians Licence;
- Plumbers Licence/Registration;
- Security Licence 1A and 1B;
- Refrigeration and Air-conditioning Licence;
- Radiation (Holders and Users) Licences;
- and other licences identified by the University as a condition of employment.

### 3. Historic Allowances

At the date this Agreement came into effect, an employee who was entitled to and in receipt of one of the following allowances will continue to receive the allowance until they cease to be employed by the University or cease to be employed in the position held at the date of this Agreement.

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

#### **4. Reimbursement Allowances**

An employee will be reimbursed for reasonable costs incurred in the following circumstances:

- (a) Where the employee is required to travel on behalf of the University.
- (b) Where the University requires the employee to undergo regular medical examinations or immunisation and reports as a result of the employee engaging in duties associated with infectious or contagious material or infected animals or continual work with toxic substances.
- (c) Where the employee is required by the University to use their own motor vehicle in connection with the University's business. Such costs will be determined and become effective from 1 July each year at a level consistent with the reasonable allowances amounts as published at or before that time by the Australian Taxation Office (ATO).
- (d) Where the employee sustains damage to their personal property where such damage is sustained:
  - (i) due to the negligence of the University and/or another employee in the discharge of their duties;
  - (ii) by a defect in the University's materials or equipment; or
  - (iii) where the employee has protected or attempted to protect the University's property from loss or damage.
- (e)
  - (1) Subject to section 4(e)(2) of this Schedule, an when required to work overtime by the University will be paid a meal allowance, in addition to any overtime payment in the following circumstances:
    - (i) when required to continue working beyond two hours immediately after their normal finishing time (except when the overtime work ceases no later than 6.00pm); or
    - (ii) when required to work overtime for more than five hours on a Saturday, Sunday or public holiday; or
    - (iii) when required to commence duty at or before 6.00am being at least one hour before the employee's usual starting time.
  - (2) When a meeting is held after 7.00pm which a Child Care employee is required to attend, the University may provide a meal to the employee in lieu of payment of a meal allowance prescribed at section 4(e)(1) of this Schedule.
  - (3) The meal allowance referred to at sections 4(e)(1) and (2) above will be determined at a level consistent with the reasonable allowances amounts for the appropriate income year as published by the Australian Taxation Office (ATO).

#### **5. Clothing Allowance**



- (a) An employee, who is required by the University to wear a uniform or protective clothing and where such clothing is not provided by the University, will be reimbursed reasonable costs of providing or replacing such clothing.
- (b) Pursuant to 5(a) of this Schedule, an allowance of \$3.20 per week will be paid to an employee for the maintaining, laundering or dry-cleaning of their uniform or protective clothing. Provided that where the University maintains, dry-cleans or launders an employee's uniform or protective clothing, such an allowance will not be payable.
- (c) The allowance referred to at paragraph 5(b) above will be adjusted from the date of approval of this Agreement by the applicable percentage increases referred to at subclause 11.2 of this Agreement.
- (d) Nothing in this Agreement prevents the University and an employee agreeing to the payment of the annualised clothing allowance described in part (b) above, provided that the annualised allowance is not less than the value of the allowance over the course of the year.

## SCHEDULE 5 HOURS AND SPAN OF WORK

The ordinary hours of work and span of hours as described in clauses 22.0 and 23.0 of this Agreement are as follows:

	<b>A Category of Staff</b>	<b>B Ordinary hours of work</b>	<b>C Span of Hours of Work</b>
<b>A</b>	<b>Driver/Messengers, Laboratory Craftsmen</b>	38 per week 7.6 hours per day	7.30am - 7.30pm Monday to Friday 8.00am - 6.00pm Saturday
<b>B</b>	<b>Stores Officer</b>	38 per week 7.6 hours per day	6.30am - 10.15pm Monday to Friday; 6.30am - 6.30pm Saturday
<b>C</b>	<b>Broadcast, Production, and Graphic Design Staff</b>	38 per week 7.6 hours per day	8.00am - 10.15pm Monday to Friday; 8.00am - 6.00pm Saturday
<b>D</b>	<b>Laboratory Assistants</b>	38 per week 7.6 hours per day	8.00am - 10.15pm Monday to Friday 8.00am - 6.00pm Saturday
<b>E</b>	<b>Technical Officer, Senior Technical Officer</b>	35 per week 7 hours per day	8.00am - 10.15pm Monday to Friday 8.00am - 6.00pm Saturday
<b>F</b>	<b>Library Staff, Telephonist/Office Assistant, Supervisor-Switchboard</b>	35 per week 7 hours per day	8.00am - 10.15pm Monday to Saturday
<b>G</b>	<b>Administrative, Clerical, Computing, Professional and Research Staff</b>	35 per week 7 hours per day	8.00am - 8.00pm Monday to Friday 8.00am - 6.00pm Saturday
<b>H</b>	<b>Child Care Workers</b>	38 per week 7.6 hours per day	7.00am – 7.00pm Monday to Friday
<b>I</b>	<b>Custodian</b>	38 per week 7.6 hours per day	Monday to Saturday as required
<b>J</b>	<b>Trades Staff and Grounds staff</b>	38 per week 7.6 hours per day	6.00am - 6.00pm Monday to Saturday
<b>K</b>	<b>Sport &amp; Recreation staff (pool and weights room /fitness staff)</b>	38 per week 7.6 hours per day	5.00am - 11.30pm Monday to Sunday
<b>L</b>	<b>Sport &amp; Recreation staff (other than pool and weights room staff)</b>	35 per week 7 hours per day	5.00am - 11.30pm Monday to Sunday
<b>M</b>	<b>Audio Visual Technicians/Theatre Technician/Technician/Events Officers (Venues and Events) and any other categories of employees employed on 7 day continuous shiftwork</b>	38 per week 7.6 hours per day	Monday to Sunday, as required/rostered
<b>N</b>	<b>Audio Visual Technicians/Theatre Technician/Technician (Venues and Events) other than those employees employed on 7 day continuous shiftwork</b>	38 per week 7.6 hours per day	Monday to Friday, 7.00am to 8.00pm
<b>O</b>	<b>All staff at UNSW Canberra</b>	35 per week 7 hours per day	7:30am – 7:30pm Monday to Friday
<b>P</b>	<b>Instructors employed within the School of Aviation</b>	38 per week 7.6 hours per day	6:00am – 10:00pm Monday to Friday 6:00am – 5:00pm Saturday to Sunday

## SCHEDULE 6

### COLLAPSED INCREMENTAL STEPS FOR BROADBANDED POSITIONS

This Schedule sets out the increment steps for broadbanded positions.

#### (a) UNSW positions (excluding UNSW Canberra)

The following salary increment steps will apply where UNSW has determined that a position is to be broadbanded, except for UNSW Canberra positions which are covered in (b) below.

##### **LEVEL 1/2**

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

##### **LEVEL 2/3**

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

##### **LEVEL 3/4**

Level 3, Step 1  
Level 3, Step 2  
Level 3, Step 3  
Level 3, Step 5  
-----  
Level 4, Step 1  
Level 4, Step 3

##### **LEVEL 4/5**

Level 4, Step 1  
Level 4, Step 2  
Level 4, Step 3  
-----  
Level 5, Step 1  
Level 5, Step 3  
Level 5, Step 5

##### **LEVEL 5/6**

Level 5, Step 1  
Level 5, Step 3  
Level 5, Step 5  
-----  
Level 6, Step 1  
Level 6, Step 2  
Level 6, Step 3

##### **LEVEL 6/7**

Level 6, Step 1  
Level 6, Step 2  
Level 6, Step 3  
-----  
Level 7, Step 1  
Level 7, Step 3  
Level 7, Step 4

##### **LEVEL 7/8**

Level 7, Step 1  
Level 7, Step 2  
Level 7, Step 4  
-----  
Level 8, Step 1  
Level 8, Step 3  
Level 8, Step 5

##### **LEVEL 8/9**

Level 8, Step 1  
Level 8, Step 3  
Level 8, Step 5  
-----  
Level 9, Step 1  
Level 9, Step 2  
Level 9, Step 3

##### **Level 9/10**

Level 9, Step 1  
Level 9, Step 2  
Level 9, Step 3  
-----  
Level 10 (Minimum point)

#### (a) UNSW Canberra Positions Only

- (i) The following broadband arrangements and salary increments will apply to all Professional Staff positions at UNSW Canberra, provided that any position classified at Level 7 or above will only be broadbanded at the discretion of the University; and

- (ii) Progression through the increments of any salary level will occur by single incremental progression (as detailed below), unless an application for accelerated incremental progression is submitted and approved by the University in accordance with Clause 32.0 – Incremental and Accelerated Progression – of this Agreement.

#### **LEVEL 1/2**

Level 1, Step 1  
Level 1, Step 2  
Level 1, Step 3  
Level 1, Step 4  
Level 1, Step 5

.....  
Level 2, Step 1  
Level 2, Step 2

#### **LEVEL 2/3**

Level 2, Step 1  
Level 2, Step 2

.....  
Level 3, Step 1  
Level 3, Step 2  
Level 3, Step 3  
Level 3, Step 4  
Level 3, Step 5

#### **LEVEL 3/4**

Level 3, Step 1  
Level 3, Step 2  
Level 3, Step 3  
Level 3, Step 4  
Level 3, Step 5

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

#### **LEVEL 4/5**

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

.....  
Level 5, Step 1  
Level 5, Step 2  
Level 5, Step 3  
Level 5, Step 4  
Level 5, Step 5

#### **LEVEL 5/6**

Level 5, Step 1  
Level 5, Step 2  
Level 5, Step 3  
Level 5, Step 4  
Level 5, Step 5

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

#### **LEVEL 6/7**

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

.....  
Level 7, Step 1  
Level 7, Step 2  
Level 7, Step 3  
Level 7, Step 4

#### **LEVEL 7/8**

Level 7, Step 1  
Level 7, Step 2  
Level 7, Step 3  
Level 7, Step 4

.....  
Level 8, Step 1  
Level 8, Step 2  
Level 8, Step 3  
Level 8, Step 4  
Level 8, Step 5

#### **LEVEL 8/9**

Level 8, Step 1  
Level 8, Step 2  
Level 8, Step 3  
Level 8, Step 4  
Level 8, Step 5

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

#### **LEVEL 9/10**

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

.....  
Level 10 (Minimum point)

## SCHEDULE 7 SHIFT PENALTIES

- (a) Custodian, Audio Visual Technician, Theatre Technician, Technician Staff/Unigym  
(Pool, Weights Room and Reception Staff)

<u>Type of Shift</u>	<b>Loading</b>
<b>Early Morning/Night shift</b> – work performed on weekdays between 8:00pm and 8:00am	<b>20%</b>
<b>Saturday Shift</b> – all hours worked between 8:00pm on Friday and midnight on a Saturday	<b>25%</b>
<b>Sunday Shift</b> – all hours worked between midnight on a Saturday and 8:00am on a Monday provided that the work commences at or before midnight on a Sunday	<b>75%</b>
<b>Public Holiday Shift</b> – worked performed during any hours on a Public Holiday	<b>125%</b>

- (b) Shift Loadings – All Other Staff

<u>Type of Shift</u>	<b>Loading</b>
<b>Early morning shift</b> - any shift commencing before 6.00am	<b>10%</b>
<b>Afternoon shift</b> - any shift finishing after 6.30pm and at or before 8.30pm	<b>10%</b>
<b>Late Afternoon shift</b> - any shift finishing after 8.30pm and before midnight	<b>12.5%</b>
<b>Night shift</b> – any shift finishing at or after midnight and at or before 8.00am	<b>15%</b>
<b>Permanent Night Shift</b> - means any shift system in which shifts are worked which do not rotate or alternate with other or another shift so as to give the employee at least one third of their working time off night shifts in each roster period	<b>30%</b>
<b>Saturday</b> – any shift on a Saturday	<b>50%</b>
<b>Sunday</b> - any shift on a Sunday	<b>75%</b>
<b>Public Holiday</b> – any shift on a Public Holiday	<b>150%</b>

## SCHEDULE 8 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) taking of long service leave; and
    - (ii) taking of annual leave.
  - (b) the arrangement meets the genuine needs of the University and an employee in relation to one 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 his or her 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 agree in writing — at any time.

## SCHEDULE 9

### RECOGNITION OF PRIOR SERVICE FOR LONG SERVICE LEAVE

The University will recognise prior service for the purposes of determining the rate of long service leave accrual as set out in subclause 38.1 – Entitlement – of this Agreement as follows:

- (a) All full-time and part-time prior service at UNSW will be recognised for long service leave purposes, irrespective of any breaks in service.
- (b) Any prior casual employment at UNSW will be recognised in accordance with the provisions of the *NSW Long Service Leave Act 1955*.
- (c) Prior service at other Australian universities, the universities of the South Pacific, Papua and New Guinea, the Papua and New Guinea Institute of Technology, or any recognised university of New Zealand will be recognised in accordance with the criteria set out below.
  - (i) Professional staff appointed on or after 1 January 1974 can receive credit for service at other Australian universities;
  - (ii) Recognition of service prior to 1 January 1974 will not exceed 5 years;
  - (iii) In order for recognition of service to be granted for long service leave, there must be continuity of employment between all qualifying university positions, provided that breaks of service of up to 2 months between qualifying universities will be accepted;
  - (iv) UNSW will not accept any accrued long service leave benefit or balance from a previous employer as it is expected that any accrued balance would be paid out by the previous employer on termination;
  - (v) UNSW will not recognise any prior service in circumstances where the employee has accepted casual employment at UNSW; and
  - (vi) Casual employment at other universities is not recognised.



**SCHEDULE 10**  
**UNSW CLASSIFICATION DESCRIPTORS**

**LEVEL 1**

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

## LEVEL 2

<b>Education, Training &amp; Experience</b>	<p>Perform duties at a skill level that requires:</p> <ul style="list-style-type: none"> <li>• Completion of Year 12 with relevant work experience, or</li> <li>• Completion of Year 10 and several years relevant work experience, or</li> <li>• an equivalent level of knowledge gained through any other combination of education, training and/or experience.</li> </ul>
<b>Task</b>	<p>Perform a range of straightforward tasks, adhering to clear instructions and procedures. Under instruction, may occasionally perform some more complex tasks for which detailed procedures of standardised instructions exist and where assistance or advice is readily available. Task competency, including knowledge of the procedures to be followed, can be acquired through on the job training and/or short courses consistent with training level 2.</p>
<b>Judgement &amp; Problem Solving</b>	<p>Solve relatively simple problems – problems are similar, the relevant response is covered by established procedures/instructions, the choices to be made between alternate actions follow familiar patterns and assistance is available when unusual circumstances are encountered or when established responses are not effective. May exercise judgement over task sequencing on a day to day basis.</p>
<b>Supervision &amp; Independence</b>	<p>Direction is provided on the tasks to be undertaken. The jobholder has some limited discretion to choose between established methods and sequences provided set priorities and timetables are met. The approach to standard circumstances is covered in procedures and checked on a selective basis. Non standard or more complex tasks will be subject to detailed instructions and checking.</p>
<b>Organisational Relationships &amp; Impact</b>	<p>Knowledge of and ability to relay information on requirements or procedures in own work area of perform tasks that may involve providing a general directory service to members of the public, students and other staff (e.g. advise on the location, role and availability of personnel and services). Use tact in dealing with others.</p>

### LEVEL 3

<b>Education, Training &amp; Experience</b>	<p>Perform duties at a skill level that requires:</p> <ul style="list-style-type: none"> <li>• Completion of a trades certificate, without subsequent experience as a qualified tradesperson upon appointment, or</li> <li>• Completion of Year 12, normally with subsequent relevant work experience, or</li> <li>• Completion of a certificate or associate diploma with no relevant on the job experience, or</li> <li>• An equivalent level of knowledge gained through any other combination of education, training and/or experience. Staff advancing through this level may perform duties that require further on the job training or knowledge and training equivalent to progress toward completion of an associate diploma.</li> </ul>
<b>Task</b>	<p>Some task complexity, requiring the practical application of acquired skills and knowledge consistent with training level 3. Exercise discretion within established work methods and procedures to diagnose problems, or to choose between alternate approved work methods or established procedures and to determine task sequences within established work routines. Guidance or development would normally be provided before new tasks or situations are handled. Tasks may involve written and verbal communication skills, numerical skills, organising skills, data collection, and the use of a range of equipment at a level of complexity equivalent to the standard use of word processing software or to the application of skills gained through the acquisition of a single trade certificate.</p>
<b>Judgement &amp; Problem Solving</b>	<p>Solve similar problems using a combination of learned methods, procedures, precedent, practices and experience, where initiative and interpretation in the application of procedures or established work practices will be required.</p> <p>Will exercise some judgement over when to refer matters to seek assistance. Where the opportunity arises, will make suggestions and develop local job specific systems to assist in the completion of allocated tasks.</p>
<b>Supervision &amp; Independence</b>	<p>Direction is provided on the assignments to be undertaken, with the occupant determining the appropriate use of established methods, tasks and sequences, where task objectives are well defined, established procedures or standard work practices and schedules apply, and choices are made between a range of straightforward alternatives.</p> <p>Guidance on the approach to non standard or more complex circumstances will be provided by others. Supervision of other staff may be required, where those staff perform a range of straightforward tasks, following set procedures or routines.</p>
<b>Organisational Relationships &amp; Impact</b>	<p>Apply a knowledge of the work area processes and take the impact of actions on other people or work areas into account when selecting between established work methods and sequences.</p>

## LEVEL 4

<b>Education, Training &amp; Experience</b>	<p>Perform duties at a skill level that requires:</p> <ul style="list-style-type: none"> <li>• Completion of an associate diploma level qualification with relevant work experience (including experience gained in parallel with undertaking part-time study) or a certificate level qualification with post-certificate relevant work experience, or</li> <li>• Completion of a post-trade certificate and subsequent relevant experience, or,</li> <li>• Completion of a trade certificate and subsequent relevant experience leading to the development of areas of specialisation through a depth of skills, or to the application of skills normally associated with a number of separate trades, or to the application of administrative and supervisory roles in conjunction with trade skills, or</li> <li>• An equivalent level of knowledge gained through any other combination of education, training and/or experience.</li> </ul>
<b>Task</b>	<p>Perform a variety of tasks that require a sound working knowledge of relevant trade, technical or administrative practices, include limited creative, planning or design functions, and require an awareness of the relevant theoretical or policy context.</p> <p>Knowledge is applied to recurring circumstances, at a level of complexity equivalent to using a range of computer software applications to assist with job assignments, to setting up, using and demonstrating a range of standard procedures, equipment use and/or experiments or to applying skills ranging across more than one trade.</p> <p>May involve the application of specialist skills, e.g. producing documents involving complex layouts, instrument calibration or maintenance, guidance to others in the use of a limited range of equipment, or the application of post trade skills to maintenance tasks.</p>
<b>Judgement &amp; Problem Solving</b>	<p>Solve standard problems within an established framework or body of knowledge by applying a range of procedures and work methods, being proficient in and interpreting a set of relatively straightforward rules, guidelines, manuals or technical procedures, and selecting from a range of combination of possible responses, based on some understanding of the principles of policies underlying established procedures, practices or systems. Will use operational experience to monitor and contribute to local procedures and systems.</p>
<b>Supervision &amp; Independence</b>	<p>Direction is provided on the assignments to be undertaken, with the occupant determining the appropriate use of established methods, tasks and sequences, where some situations are not directly addressed in procedures and choices are made that require an understanding of a well defined policy framework or recourse to technical knowledge. Guidance is available.</p> <p>May be responsible for supervising others performing a range of tasks within a single work unit, providing on the job training and assistance to others, and/or coordinating staff (including liaison with staff at higher levels) contributions to assignments or projects. May undertake stand alone work appropriate to this level.</p>
<b>Organisational Relationships &amp; Impact</b>	<p>Apply a sound knowledge of the impact of the activities undertaken on other related functions or sections. Provide advice or assistance based on some depth of knowledge in own area. Assist others by interpreting procedures and selecting between work methods and sequences. Where relevant case experiences arise,</p>

	suggest changes to procedures, schedules or routines to facilitate good relations between work units or with clients.
--	---

### LEVEL 5

<b>Education, Training &amp; Experience</b>	<p>Perform duties at a skill level that requires:</p> <ul style="list-style-type: none"> <li>• Completion of a degree without subsequent relevant work experience as a graduate upon appointment, or</li> <li>• Completion of an associate diploma with a range of experience including at least 2 years subsequent relevant work experience, or</li> <li>• Completion of a certificate or a post-trades certificate and extensive subsequent relevant experience, or</li> <li>• An equivalent level of knowledge gained through any other combination of education, training and/or experience.</li> </ul>
<b>Task</b>	<p>Perform tasks that require a knowledge and standard application of theoretical principles, procedures and techniques at the level of a less experienced graduate working in their field of expertise, or depth (ie, the development of some areas of specialisation) or breadth of technical trade or administrative expertise, including a sound appreciation of the advanced technical concepts, or relevant policy issues, in a particular functional area or to a set of related activities.</p> <p>Apply, interpret and or advise on policies, systems, manuals, rules, procedures or guidelines, e.g. the trialing of and reporting on experiment modifications for laboratory practicals, or the application of a substantial set of rules to the consideration of varying individual cases.</p>
<b>Judgement &amp; Problem Solving</b>	<p>Solve diverse problems by applying judgement and initiative based either on theoretical knowledge or on a thorough knowledge of a complex set of rules, activities, techniques or procedures. May make regular operational decisions on the provision, availability or deployment of resources and services that have an effect outside the immediate work unit or on clients.</p>
<b>Supervision &amp; Independence</b>	<p>Duties arise from role statements, supplemented by assignment allocation as relevant. Use theoretical/policy and technical knowledge to interpret procedures.</p> <p>May supervise staff and have responsibility for the day to day operation of a work unit where this involves setting priorities, meeting service standards and assisting with the monitoring or review of systems, or supervise or coordinate staff with different areas of skill.</p>
<b>Organisational Relationships &amp; Impact</b>	<p>Apply a detailed knowledge or work unit policies, systems and procedures, and their interaction with policies, systems and procedures in any related areas, to respond to standard circumstances and advise, assist and influence others.</p>

## LEVEL 6

<b>Education, Training &amp; Experience</b>	<p>Perform duties at a skill level that requires:</p> <ul style="list-style-type: none"> <li>• A degree, normally with subsequent relevant experience to consolidate the theories and principles learned, or</li> <li>• Extensive experience (combined with specialised training and/or Diploma or Certificate level education), leading to either the development of specialist expertise or to the development of broad knowledge, in technical or administrative fields, or</li> <li>• An equivalent level of knowledge gained through any other combination of education, training and/or experience.</li> </ul>
<b>Task</b>	<p>Perform a range of assignments that are guided by policy, precedent or objectives and, where relevant, by professional standards. Positions at this level require a conceptual understanding of relevant policies, procedures or systems and interpretation in the application of policy and/or precedent. In technical and administrative areas, have a depth or breadth of expertise developed through extensive relevant experience. The investigation of a range of operating and design issues may be a key duty at this level.</p>
<b>Judgement &amp; Problem Solving</b>	<p>Solve diverse and unusual problems by analysing information where considerable interpretation of existing regulations, policies or procedures is required. Some discretion to innovate within own function and take responsibility for outcomes.</p> <p>May apply theoretical/policy and technical/procedural knowledge to design, diagnose, analyse, review, develop or test complex systems, data, equipment or procedures, develop section procedures, use considerable technical skills to design equipment to a limited brief or to liaise with equipment users to better define requirements, and/or undertake planning involving resource use or develop proposals for resource allocation.</p>
<b>Supervision &amp; Independence</b>	<p>Major job duties are specified in position documentation or equivalent role statements, supplemented by assignment allocation as relevant. Will set priorities and monitor work flows and systems within an area of responsibility (ie, for own position and for a team or section if applicable). May have supervisory responsibility and some line management responsibility for staff performing a set of related functions. May have staff reporting indirectly to the position.</p>
<b>Organisational Relationships &amp; Impact</b>	<p>Provide authoritative advice in the context of widely varying circumstances. Adapt techniques and interpret or modify procedures to achieve objectives, where any changes are within policy and either their impact is largely restricted to the work unit(s) concerned or they are authorised at higher levels. May provide influential input to policy or systems development on the basis of expertise in the operational aspects of current systems and their impact.</p>

## LEVEL 7

<b>Education, Training &amp; Experience</b>	<p>Perform duties at a skill level that requires:</p> <ul style="list-style-type: none"> <li>• A degree with a depth of subsequent relevant experience to consolidate and extend the theories and principles learned, or</li> <li>• Extensive experience and management and or specialist expertise; or</li> <li>• An equivalent level of knowledge gained through any other combination of education, training and/or experience.</li> </ul>
<b>Task</b>	<p>Apply substantial theoretical and technical knowledge and experience to a range of issues and circumstances requiring considerable independent analysis and interpretation. In addition, may provide consultancy advice to others, and/or be recognised as an expert in a specialised area of theoretical, policy or technical complexity.</p>
<b>Judgement &amp; Problem Solving</b>	<p>Independently apply theoretical or policy knowledge to: modify and adapt techniques to develop innovative methodologies, or research and analyse a situation and propose new responses or solutions, or take a leading role in the application of proven techniques involving considerable theoretical and technical sophistication.</p> <p>Focus on objectives rather than procedures and precedents. May involve the interpretation or application of policy that has an impact beyond the immediate work area.</p>
<b>Supervision &amp; Independence</b>	<p>Direction is provided in terms of objectives. A contribution to the planning of programs and the review, development or modification of procedures (within policy) by the employee will be required. May have line management responsibility for staff delivering administrative, technical or professional services, including the provision of advice on procedures, systems, priorities and budgets for the program concerned to more senior managers.</p>
<b>Organisational Relationships &amp; Impact</b>	<p>Duties require knowledge of the relationship between a range of diverse policies and activities. May negotiate solutions where a range of interests have to be accommodated. May develop proposals or recommendations that coordinate the interests of separate work units or contributors around a particular program, function or objective and share some accountability for the decisions taken.</p>



## LEVEL 8

<b>Education, Training &amp; Experience</b>	<p>Perform duties at a skill level that requires:</p> <ul style="list-style-type: none"> <li>• A degree with substantial extension of the theories and principles, normally requiring extensive relevant graduate experience, or</li> <li>• A range of management experience, or</li> <li>• Postgraduate qualifications with relevant experience, or</li> <li>• An equivalent level of knowledge gained through any other combination of education, training and/or experience.</li> </ul>
<b>Task</b>	<p>Perform tasks requiring the integration of substantial theoretical (or policy) and technical knowledge to manage programs, or develop, review or evaluate significant policies, programs or initiatives, or develop or apply new principles and technology, or provide professional or consultancy services with recognised standing across or outside of the University.</p> <p>Tasks may span a range of activities in a complex, specialised environment.</p>
<b>Judgement &amp; Problem Solving</b>	<p>Responsible for developing or implementing systems, or programs (including priorities, policies and procedures) within closely defined statements of role objectives, that may include a requirement to draw together the interests of several functional or specialist areas. May provide strategic advice at Faculty level or equivalent.</p>
<b>Supervision &amp; Independence</b>	<p>Will advise on and have substantial influence over the establishment of priorities, programs and/or budgets (formulation and expenditure) for a major area or specialised project. Will have scope to reset priorities or resources within overall program objectives or between positions or sections for which the position has line management responsibility.</p>
<b>Organisational Relationships &amp; Impact</b>	<p>Apply a thorough knowledge of University wide policies, or the external environment (e.g. government legislation, guidelines and requirements), or diverse research and teaching activities.</p> <p>To have a substantial influence on policy development or the management of a program(s).</p>

## LEVEL 9

<b>Education, Training &amp; Experience</b>	<p>Perform duties at a skill level that requires:</p> <ul style="list-style-type: none"> <li>• Extensive management expertise and supporting experience, or</li> <li>• Program management and other specialist expertise, or</li> <li>• Postgraduate qualifications and extensive relevant experience, or</li> <li>• An equivalent level of knowledge gained through any other combination of education, training and/or experience.</li> </ul>
<b>Task</b>	<p>Perform tasks involving a significant creative, planning or management contribution to the development or operation of major professional, management or administrative policies or programs, and responsibility for or impact on significant resources.</p>
<b>Judgement &amp; Problem Solving</b>	<p>Responsible for developing or implementing systems, services or programs (including priorities, policies and procedures) within either broad statements of role objectives, or where responsibilities have been substantially delegated.</p> <p>In management positions, have independence in the allocation of resources within constraints established by senior management.</p>
<b>Supervision &amp; Independence</b>	<p>Either manage programs, including where relevant setting longer term priorities and objectives, the shaping of organisational structures and influence over the size and composition of the resources available, or have wide discretionary powers and provide high level advice in a specialised field of theoretical complexity.</p>
<b>Organisational Relationships &amp; Impact</b>	<p>Plan and take a leading role in liaising, consulting and negotiating the development, modification or implementation of changes to policies, programs or practices at Faculty level or equivalent.</p>

## SCHEDULE 11 INDIGENOUS LANGUAGE ALLOWANCE

The annual rates for the Indigenous Language Allowance set out in clause 49.0(d) of this Agreement are set out below:

Level	From date staff voted in favour of this Agreement	1/07/2019 ^ 2%	01/07/2020 ^ 1%	01/01/2021 ^ 1%	01/07/2021 ^ 1%	01/01/2022 ^ 1%
1*	2,164.31	2,207.60	2,229.67	2,251.97	2,274.49	2,297.23
2**	4,330.43	4,417.04	4,461.21	4,505.82	4,550.88	4,596.39


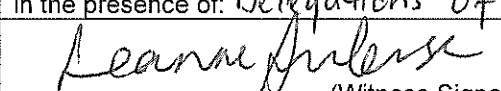
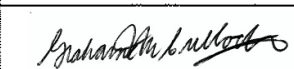

^ Salary increases apply from the first full pay period on or after this date.

\*Level 1 - - this level of payment is for employees who use introductory-level knowledge of language for the purpose of simple communication.

\*\*Level 2 - this level of payment is for employees who use a level of language for the ordinary purposes of general business, conversation, reading and writing.


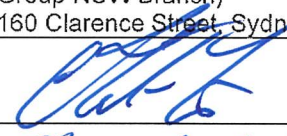
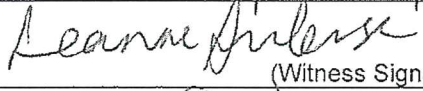
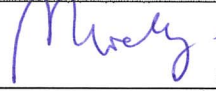
## SCHEDULE K

### SIGNATURES – BARGAINING REPRESENTATIVES

<b>Signed for and on behalf of:</b> University of New South Wales UNSW, Sydney, NSW 2052	<b>Signed for and on behalf of:</b> Community and Public Sector Union (SPSF Group NSW Branch) 160 Clarence Street, Sydney NSW 2000
 <div style="text-align: right;">(Signature)</div>	<div style="text-align: right;">(Signature)</div>
Ian Jacobs <div style="text-align: right;">(Name)</div>	<div style="text-align: right;">(Name)</div>
Level 1 Chancellery building gate 9 High st Kensington NSW 2052 <div style="text-align: right;">(Address)</div>	<div style="text-align: right;">(Address)</div>
President and Vice-Chancellor in accordance with the Council of the University of New South Wales <div style="text-align: right;">(Authority to Sign)</div>	<div style="text-align: right;">(Authority to Sign)</div>
in the presence of: Delegations of Authority <div style="text-align: right;">(Authority to Sign)</div>	in the presence of: <div style="text-align: right;">(Authority to Sign)</div>
 <div style="text-align: right;">(Witness Signature)</div>	<div style="text-align: right;">(Witness Signature)</div>
Leanne Carci Anderson <div style="text-align: right;">(Witness Name)</div>	<div style="text-align: right;">(Witness Name)</div>
Level 1 Chancellery building gate 9 high street Kensington <div style="text-align: right;">(Witness Address)</div>	<div style="text-align: right;">(Witness Address)</div>
<b>Signed for and on behalf of:</b> National Tertiary Education Union 1st Floor, 120 Clarendon Street Southbank Victoria 3006	<b>Signed for and on behalf of:</b> United Voice 1st Floor, 187 Thomas Street Haymarket NSW 2000
 <div style="text-align: right;">[Signature]</div>	<div style="text-align: right;">[Signature]</div>
Grahame McCulloch <div style="text-align: right;">[Name]</div>	<div style="text-align: right;">[Name]</div>
Level 1, 120 Clarendon Street South Melbourne VIC 3205 <div style="text-align: right;">[Address]</div>	<div style="text-align: right;">[Address]</div>
General Secretary <div style="text-align: right;">[Authority to sign]</div>	<div style="text-align: right;">[Authority to sign]</div>
in the presence of: <div style="text-align: right;">[Authority to sign]</div>	in the presence of: <div style="text-align: right;">[Authority to sign]</div>
 <div style="text-align: right;">[Witness Signature]</div>	<div style="text-align: right;">[Witness Signature]</div>
Renee Veal <div style="text-align: right;">[Witness Name]</div>	<div style="text-align: right;">[Witness Name]</div>
Level 1, 120 Clarendon Street South Melbourne VIC 3205 <div style="text-align: right;">[Witness Address]</div>	<div style="text-align: right;">[Witness Address]</div>
10 October 2018 <div style="text-align: right;">[Date]</div>	<div style="text-align: right;">[Date]</div>

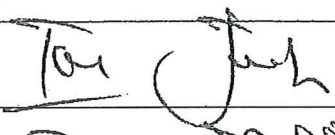
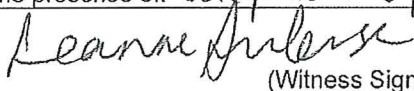
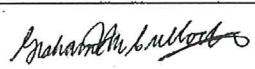
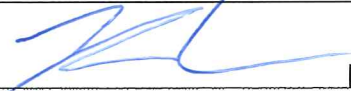


# SCHEDULE K

## SIGNATURES – BARGAINING REPRESENTATIVES

Signed for and on behalf of:	Signed for and on behalf of:
University of New South Wales UNSW, Sydney, NSW 2052	Community and Public Sector Union (SPSF) Group NSW Branch 160 Clarence Street, Sydney NSW 2000
 (Signature)	 (Signature)
Ian Jacobs (Name)	Stuart Little (Name)
Level 1 Chancellery building gate 9 High St Kensington NSW 2052 (Address)	160 Clare St Sydney (Address)
President and Vice-Chancellor in accordance with the Council of the University of New South Wales (Authority to Sign)	CPSU NSW Secretary (Authority to Sign)
in the presence of: Delegations of Authority	in the presence of:
 (Witness Signature)	 (Witness Signature)
Leanne Carrol Anderson (Witness Name)	Sandra Lockett (Witness Name)
Level 1 Chancellery building gate 9 high street Kensington (Witness Address)	160 Clarence St Sydney NSW 2000 (Witness Address)
Signed for and on behalf of:	Signed for and on behalf of:
National Tertiary Education Union 1st Floor, 120 Clarendon Street Southbank Victoria 3006	United Voice 1st Floor, 187 Thomas Street Haymarket NSW 2000
[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]
[Date]	[Date]

# SCHEDULE K

## SIGNATURES – BARGAINING REPRESENTATIVES

Signed for and on behalf of:	Signed for and on behalf of:
University of New South Wales UNSW, Sydney, NSW 2052	Community and Public Sector Union (SPSF Group NSW Branch) 160 Clarence Street, Sydney NSW 2000
 (Signature)	(Signature)
Ian Jacobs (Name)	(Name)
Level 1 Chancellery building gate 9 High St Kensington NSW 2052 (Address)	(Address)
President and Vice-Chancellor in accordance with the Council of the University of New South Wales Authority to Sign	(Authority to Sign)
in the presence of: Delegations of Authority	in the presence of:
 (Witness Signature)	(Witness Signature)
Leanne Carci Anderson (Witness Name)	(Witness Name)
Level 1 Chancellery building gate 9 high street Kensington (Witness Address)	(Witness Address)
Signed for and on behalf of:	Signed for and on behalf of:
National Tertiary Education Union 1st Floor, 120 Clarendon Street Southbank Victoria 3006	United Voice 1st Floor, 187 Thomas Street Haymarket NSW 2000
 [Signature]	 [Signature]
Grahame McCulloch [Name]	JULIE KORLANSKA [Name]
Level 1, 120 Clarendon Street South Melbourne VIC 3205 [Address]	LEVEL 1, 187 THOMAS ST. HAYMARKET 2000 [Address]
General Secretary [Authority to sign]	Branch Assistant Secretary [Authority to sign]
in the presence of:	in the presence of:
 [Witness Signature]	 [Witness Signature]
Renee Veal [Witness Name]	ARMEN AGHAZARIAN [Witness Name]
Level 1, 120 Clarendon Street South Melbourne VIC 3205 [Witness Address]	LEVEL 1, 187 THOMAS ST HAYMARKET NSW 2000 [Witness Address]
10 October 2018 [Date]	17 OCTOBER 2018 [Date]



Signed for and on behalf of:	
The Australian Manufacturing Workers' Union (AMWU) 133 Parramatta Road Granville NSW 2142	
	[Signature]
Robyn Fortescue	[Name]
133 Parramatta Rd Granville	[Address]
ASST STATE SEC	[Authority to sign]
in the presence of:	
	[Witness Signature]
KATIE GILLEN	[Witness Name]
133 PARRAMATTA ROAD GRANVILLE NSW 2142	[Witness Address]
17.10.18	[Date]





**UNSW**  
SYDNEY

Australia's  
Global  
University

