

## NEW ENTERPRISE AGREEMENT

The University has reached agreement with the National Tertiary Education Industry Union (**NTEU**) and the Community and Public Sector Union (**CPSU**) in relation to the terms of a new enterprise agreement (referred to in this document as the “**EBA**” or “**Agreement**”). The new EBA – the *University of Sydney Enterprise Agreement 2009-2012* – will replace our existing Academic, General and Centre for English Teaching Staff Agreements.

### **When will the new EBA start?**

The EBA will start 7 days after it is approved by Fair Work Australia, and has a nominal expiry date of 31 May 2012. It will, however, continue to operate after the nominal expiry date unless it is terminated in accordance with the *Fair Work Act 2009* or replaced by a new agreement.

### **Who does the new EBA cover?**

The EBA covers academic, general and English language teaching (**CET**) staff who are employed in the classifications specified in Schedule 1 to the Agreement and whose annual remuneration is less than:

- 150% of the annual rate specified for Level E (for academic staff)
- 150% of the annual rate specified for HEO Level 10 (for General and CET staff)

The EBA does not cover:

- academic, general and CET staff whose annual remuneration exceeds the above limits
- the Vice-Chancellor, Deputy Vice-Chancellors and Deans (irrespective of their remuneration level)
- Staff at Seymour Centre & SCM employed under theatre award classifications

For the purposes of the above remuneration limits, “annual remuneration” includes salary and all loadings (for example, clinical, professorial merit, market and annual leave loadings), but does not include employer superannuation contributions.

In addition, the EBA will not apply to staff who are covered by an Australian Workplace Agreement or Individual Transitional Employment Agreement while their AWA or ITEA is in operation.

### **Salary increases**

- 3% from first pay period on or after 1 September 2009 (to be back-paid)
- 2% from first pay period on or after 1 January 2010
- 2.5% from first pay period on or after 1 July 2010
- 2.5% from first pay period on or after 1 January 2011
- 2.5% from first pay period on or after 1 July 2011
- 2.5% from first pay period on or after 1 January 2012

### **Rates of pay, classifications and allowances**

The rates of pay for each level are set out in Schedule 1, and “classification descriptors”, (i.e, brief summaries of what each level entails) are set out in Schedule 2. Allowances for general staff (such as first aid and meal allowances) are listed in Schedule 3. These allowances will be increased in line with existing policy, i.e. to match EBA pay increases or relevant NSW Public Service reference rates.

### **New superannuation benefits**

The new EBA enhances superannuation options for fixed term staff with 12 months continuous service, with greater access to 17% employer contributions, subject to complying with Unisuper rules and “contribution flexibility” arrangements.

Other superannuation arrangements remain unchanged.

### **New employment options for fixed term research staff**

The EBA introduces a new employment category called “Funding Contingent Continuing Employment”.

Under these new arrangements, fixed term academic and general staff undertaking externally funded research will be able to apply for conversion to Funding Contingent Continuing Employment after three years continuous employment. To be eligible for conversion there must be sufficient funding to support continuing employment or the staff member must have generic and transferrable skills that are needed by the University on an ongoing basis. Staff with 10 years’ continuous service will be eligible for conversion on a case by case basis. After conversion, staff will receive continuing contracts, which will be the same as those applicable to other continuing staff with the exception that special notice and severance pay entitlements will apply in the event that the relevant external funding ceases (see clause 46).

The new EBA also provides for fixed term contracts for research staff to match the duration of the underpinning grant, subject to funding and availability of suitable work.

### **Limits on fixed term employment**

Under the new EBA, fixed term academic and general staff appointments may be entered into only in the following circumstances:

- to work on a specific task or project;
- to perform work that is Externally Funded;
- to work in a “research only” role for a term of up to five years;
- to work for up to three years in a new organisational area, function or program;
- to work for up to three years in an academic unit where there is a sudden unanticipated increase in enrolments;
- to work for up to two years in an area that is performing functions or teaching programs which will cease within a reasonably certain time;

- to replace another staff member while they are on leave, secondment, temporary transfer, higher duties, restricted duties, or are working part-time for a specified period;
- to fill a vacant position pending recruitment action where the position has been advertised or approved for advertisement;
- to undertake an apprenticeship or participate in a traineeship scheme which includes an approved course of training or study;
- to undertake a postgraduate fellowship;
- to undertake work for up to five years where a curriculum in professional or vocational education requires recent practical or commercial experience;
- pursuant to a “pre-retirement contract” for a period of up to five years; or
- to provide lectures as a guest specialist while maintaining primary employment elsewhere as a professional or specialist

These limits will apply only to new contracts entered into after the EBA commences, and will not affect existing contracts.

The new EBA also includes procedures for the renewal of fixed term contracts (and notice of non-renewal), conversion to continuing employment and severance pay entitlements.

### **Casual employment**

Provision is made for casual employment, with casual staff to receive a 25% loading in lieu of paid leave, paid public holidays, notice of termination of employment and severance benefits.

Rates of pay for casual staff are set out in Schedule 1 to the Agreement. For casual academic staff, these rates include payments to be made for all marking that is not contemporaneous with a lecture, tutorial or other teaching session.

Where suitable work is available throughout at least a full semester, the EBA provides scope for casual academic staff to be engaged as “sessional casuals”, giving staff more predictability about their work pattern over the course of a semester. Provision is also made for casual teaching work to be monitored at the Faculty level. Where casual staff (excluding students and staff with other primary occupations) are performing over 5% of the total teaching load performed by Level B to E staff, the Faculty must reduce casual staffing over the next two semesters, and provision is made for fixed term Level A positions to be established for this purpose.

Casual academic staff performing at least 60% of a full-time teaching load will also have access to ‘teaching focused’ roles, subject to meeting eligibility criteria which are set out in clause 217 of the Agreement.

The new EBA continues to allow casual staff to apply for conversion to continuing or fixed term employment, with the applicable procedures and eligibility criteria being specified in clauses 55 to 57.

### **Indigenous Employment**

The EBA reinforces the University's commitment to furthering the employment of Indigenous Australians, consistent with our Indigenous Australians Employment Strategy. Specific targets are included for increasing Indigenous Australian employment at the University to two per cent of academic and general staff to reflect the broader community profile and the relevant target for employment in the NSW public sector.

### **Probation and confirmation**

Existing probation and confirmation periods are retained.

The initial probation period is normally 6 months, but may be shorter e.g. for lower level HEO roles or short contracts, and may be up to 12 months for academic staff. Probation periods may be extended, with the maximum extension being 6 months for academic staff and 3 months for general and CET staff.

Continuing academic staff may be required to complete a confirmation period. For Level A staff, the duration is usually no less than 3 years and the maximum is 5 years. For Levels B to D, the duration is usually no less than 3 years, and the maximum is 4 years. In either case the confirmation period can be extended provided that the total confirmation period including any extension does not exceed above limits.

The EBA also sets out procedures for managing probation and confirmation periods.

### **General staff classification**

Procedures for the assessment or classification of general staff roles, including appeal procedures, are set out in clauses 80 to 96 of the EBA. These include requirements for all positions to have position descriptions, and more streamlined arrangements for applying to have positions reassessed.

The EBA establishes a Classification Monitoring Panel, comprising 3 University nominees and 3 staff nominees. The Classification Monitoring Panel will have a key role in the oversight of general staff classification assessment.

### **Leave benefits**

#### ***Parental leave***

The new EBA introduces provision for 5 days paid partner leave on the birth of a child, and also introduces new flexibilities for parental leave more generally.

## **Annual leave**

The Agreement specifically recognised that annual leave makes an important contribution to the health and well-being of staff, and requires annual leave plans to be factored into work planning and allocation. New arrangements are also provided for the management of excess annual leave – these are detailed in clauses 134 to 136.

### **Summary of leave benefits**

Key leave benefits for full-time continuing and fixed term staff (pro rata for part-time staff) are as follows:

<b>Annual leave and loading</b>	<p>20 days per year of paid service, accruing on a pro rata basis</p> <p>Staff with more than 40 days accrued leave at start of Agreement may cash out up to 10 days provided that equivalent amount of leave is also taken and application to cash out is made within 12 months of start of Agreement.</p> <p>An annual leave loading is payable in December each year.</p>
<b>Long service leave</b>	<p>3 months after 10 years paid service; plus</p> <ul style="list-style-type: none"> <li>• 9 calendar days per year from 10 to 15 years' paid service; plus</li> <li>• 2 months and 15 calendar days for each 5 year period of paid service after 15 years' paid service</li> </ul>
<b>Sick leave</b>	<p>10 days for first year of employment and 50 days per year after first year; sick leave not used in year of accrual carries over to the following year only</p>
<b>Carer's leave</b>	<p>Up to 10 days of accrued sick leave per year or 20 days in 2 years</p>
<b>Compassionate Leave</b>	<p>Up to 2 days per occasion in the event of death or serious illness of a member of immediate family or household</p>
<b>Parental leave</b>	<p>14 weeks paid maternity leave after 12 months service (up to 8 weeks of which may be taken by the staff member's partner if also a University employee)</p> <p>22 weeks additional paid leave (or choice of equivalent benefits, including 38 weeks leave at 60% of salary) if more than 2 years' service</p> <p>5 days paid partner leave at time of birth of child</p> <p>Scope to apply for additional of up to 52 weeks (additional to existing 52 week maximum parental leave), subject to reasonable business requirements</p> <p><i>Note that these benefits are also available in respect of adoption</i></p>
<b>Annual closedown</b>	<p>Annual closedown over Christmas/New Year, with the exact dates to be fixed annually by the University. During the term of the Agreement, staff are guaranteed 3 "concessional" i.e. extra days paid leave, with balance comprising non-working days, public holidays and annual leave</p>

<b>Indigenous Staff - Cultural And Ceremonial Leave</b>	Up to 5 days special paid leave to attend to Indigenous cultural/ceremonial obligations
<b>Other leave</b>	Provision is also made for jury service, defence force service, emergency services, General Staff career development and special leave, as well as leave without pay.

### **Working hours**

Standard weekly working hours for full-time staff are as follows:

- Academic staff: 37.5 hours
- English language teaching staff: 35 hours
- General staff:
  - > Farm staff: 38 hours
  - > Staff who are responsible for the care of animals other than farm staff: 38 hours
  - > All other general staff: 35 hours

Details of working hours for general and CET staff are set out in Schedules 4 and 5 respectively. These Schedules detail the span of ordinary working hours (i.e. the range of times within which standard ordinary hours can be worked), shift work and allowances, overtime, flexible working hours for general staff and on call allowances.

### **Flexible working arrangements**

The EBA includes new provisions for staff with carer's responsibilities to apply for flexible working arrangements, e.g. part-time work, job-sharing, different start/finish times. Arrangements for dealing with applications for flexible working arrangements in these situations are set out in clauses 122 and 123. (Please note that the "flexible working arrangements" under these clauses are additional to, and do not affect the operation of, the "flexible working hours" arrangements that are available for general staff under Schedule 4 of the EBA.)

### **Intellectual Freedom**

The EBA includes new provisions (in clause 209) to reflect the University's commitment to the protection and promotion of intellectual freedom.

### **Academic workloads**

New provisions (clauses 210-239) are included to promote the fair and effective management of academic workloads.

Each 'academic work unit' is required to have a workload allocation policy, and this may be determined at the Faculty, School or other unit level. Provision is made for individual workload allocation to be determined in consultation with staff, and factors to be considered in determining allocation are included in clauses 224 – 227 of the

Agreement. Individual allocations are to be based on 37.5 hours per week / 1725 hours per year.

The Agreement includes specific provision for “teaching focused” roles to be an option within a Faculty’s workload model to allow staff to concentrate on learning and teaching.

Provision for teaching focused roles will have regard to the personal and/or professional circumstances and preferences of individual staff and will enable staff to be employed in teaching focused work for agreed and specific time periods. Staff employed in teaching focused roles will have access to promotion (taking into account teaching excellence, leadership and record of scholarship), performance management and development as well as a career path in teaching.

Provision is also made for a University-wide Workload Monitoring Committee to oversee and support the implementation and monitoring of workload allocation policies. The membership of the Workload Monitoring Committee will be four nominees of the University (the Provost, a Dean, a Head of School and a Senior Faculty Administrative Manager) and four nominees of the NTEU.

### **Performance management and development**

The new EBA continues to provide for all staff to participate in the University’s Performance Management and Development Program.

General staff whose performance is assessed as “outstanding” will continue to have access to performance progression payments in the form of accelerated salary increments (including into the next classification level) for a twelve month period.

Staff who receive an overall performance rating of “not meeting objectives” or otherwise fail to perform their duties to a satisfactory standard will participate in a performance improvement plan.

Where an initial performance improvement process fails to produce the necessary improvement, a more formal process will be implemented, and clauses 247 to 252 of the EBA set out the disciplinary processes that apply in the event of failure to improve to the required standard.

The EBA also sets out processes for dealing with allegations of misconduct or serious misconduct (see definitions in clause 3 of the EBA and procedures in clauses 253 to 255).

In the cases where the University is proposing to terminate a staff member’s employment (except during probation or confirmation) for reasons relating to their performance or conduct, the staff member has access to a review process which is undertaken by a Review Committee comprising:

- a Chair appointed by the Vice-Chancellor from a panel of Chairs established with the approval of the Management & Staff Consultative Committee (**M&SCC**);
- a management nominee appointed by the Vice-Chancellor; and
- a staff nominee nominated by a designated staff representative of the M&SCC.

Further details about the role of Review Committees are set out in clauses 327 to 329.

### **Managing change**

The EBA (clauses 257 to 264) includes revised procedures for managing workplace changes in relation to work activities or services, hours of operation or working hours, organisational structure and work processes, technological change or the redeployment of staff. The new procedures comprise four key steps:

- situational assessment, describing the current operation and the opportunities for improvement identified;
- statement of a vision for the future following the implementation of change;
- planning for change, describing how the future state will be achieved; and
- evaluation and confirmation of change.

The new procedures require an initial written draft change proposal, which will be the subject of consultation with affected staff. Where the University decides to proceed with a change after the initial consultation phase, a formal written change proposal will be prepared, addressing the following:

- nature of, and rationale for, the change
- proposals to mitigate negative effects including training and redeployment;
- expected outcomes including expected advantages and disadvantages;
- ways to minimise any adverse occupational health and safety impacts;
- financial implications;
- timing of consultation and implementation of change;
- implications for staff, including changes in duties, number of staff, workload, work environment; and
- mechanism for assessing and reporting on progress of the change, and evaluating the change with staff.

The formal written change proposal is then distributed to affected staff for consultation. If requested by a Union, copies of the proposal will also be provided to the Management and Staff Consultative Committee, which may discuss the proposal and make recommendations to the relevant Managers and affected staff.

A final change plan is then established, and this is followed by further consultation with staff in relation to the implementation of the change, after which a written implementation plan is developed.

### Redeployment and redundancy

The new Agreement sets out the arrangements to apply where positions become redundant, including notice periods, redeployment options and severance pay entitlements for affected staff (see clauses 268 to 290 for academic and general staff and Schedule 5 for English language teaching staff).

The Agreement includes a new single severance pay scale and an increased notice period for academic staff, and existing arrangements for general English language teaching staff are unchanged.

### Managing ill health & injury

Clauses 291 to 303 deal with medical examinations and situations in which staff are unable to perform their normal duties due to illness or injury.

The Agreement includes a new entitlement to severance pay (based on length of service) where it becomes necessary for a staff member's employment to be terminated due to long term illness or injury. Importantly, it should be noted that the new arrangements do not affect any entitlements to benefits through Unisuper or State superannuation schemes.

### Termination of employment after probation/confirmation period

The new EBA retains the existing requirements in relation to giving notice, and continues to provide for payment in lieu of notice. Notice periods are as follows:

Resignation or retirement	
Staff category	Notice Period
Academic	26 weeks
General	Up to 1 year's service: 1 week Over 1 year's service: 2 weeks
English language teaching staff	1 month
Termination by University*	
Academic and general	Up to 1 year's service : 1 week Over 1 and up to 3 years' service: 2 weeks** Over 3 and up to 5 years' service: 3 weeks** Over 5 years' service: 4 weeks**
English language teaching staff	1 month (or 5 weeks if staff member is over 45 and has least 2 years Continuous Service) 2 to 8 weeks' notice depending on length of service for termination due to absence of continuing need or funding

*\*Employment may be terminated without notice in cases of serious misconduct; \*\*Staff aged over 45 years at time of notice with at least two years Continuous Service receive one additional week's notice.*

### **Management & Staff Consultative Committee**

The new EBA provides for a Management & Staff Consultative Committee (M&SCC) to replace the existing Staff Consultative Forum. Its role will be to provide a forum for consultation between the University and the NTEU & CPSU about staff-related issues, and it will comprise:

- 1 staff representative nominated by the CPSU
- 3 staff representatives nominated by the NTEU
- 4 management representatives

The EBA also specifies a number of issues to be examined by the M&SCC, including:

- access to childcare services
- options to assist staff to access public transport, including examining the feasibility of advance purchase of annual public transport tickets
- staff development including programs for training, secondments and other career development opportunities
- environmental sustainability issues

### **Environmental sustainability**

The EBA includes specific recognition of the importance of environmentally sustainable work practices, including through the M&SCC's role in relation to examining environmental sustainability issues and through the appointment of two members of the M&SCC to the University's Emissions Reduction Working Group.

### **Review of actions & dispute resolution**

The Agreement includes new procedures (in clauses 316-320) for staff to seek a review of actions (or failures to act) that affect their employment. These procedures replace the existing 'grievance' procedures, but retain the same basic principles, namely that staff should first discuss matters with their supervisor (or where appropriate, with their supervisor's supervisor), and may ask the Delegated Officer (Staffing) to review the matter if it is not resolved locally.

In addition to the above "review of action" process, there is a dispute resolution procedure for dealing with matters arising under the Agreement or in respect of the National Employment Standards (i.e. the Standards specified in the *Fair Work Act 2009*). The procedure is set out in clauses 322 to 325. In summary, it provides for staff (or their Union representative) to first discuss matters with the relevant supervisor (or where appropriate, with the supervisor's supervisor), with scope for unresolved matters to be referred to more senior levels of management, and ultimately to Fair Work Australia for conciliation and/or arbitration.

### **Union resources**

The new EBA includes provision for the NTEU and CPSU to have access to University-

based facilities and services, such as office space and payroll deduction arrangements for union fees.

### **Individual Flexibility Arrangements**

The *Fair Work Act 2009* requires all EBAs to have a clause permitting individual flexibility arrangements (**IFAs**). These are written agreements with individual employees that vary the operation of the EBA in relation to the employee concerned in respect of issues specified in individual flexibility clause. Individual arrangements are entirely voluntary, and must result in the employee being better off overall.

The new EBA allows IFAs to be entered into for the purposes of participating in the “Reduced Working Weeks Scheme”, under which staff may seek approval to reduce their annual number of working weeks, and receive a corresponding reduction in pay, with the reduced payments being spread over a full year. Under the existing EBAs, this option has only been available to general Staff, but the new EBA extends it to academic and CET staff. As with the existing scheme, participation requires approval from the relevant supervisor.

### **Preservation of existing conditions**

The new Agreement will preserve the operation of existing arrangements for general staff in relation to:

- special conditions of employment for general staff working at the University’s Veterinary Clinics;
- special conditions of employment for general staff working at the University’s farms;
- damage to personal property;
- hazardous substances and situations; and
- conditions about supply of clothing and safety equipment

### **Renegotiation**

The new EBA includes a commitment to commence discussions about a replacement agreement three months before the nominal expiry date (31 May 2012).

*Note: This document is provided for general guidance for the information of staff only. For details of conditions of employment and relevant eligibility criteria, please read the University of Sydney Enterprise Agreement 2009-2012.*