



The University of Sydney

***General Staff
Agreement***

2003 - 2006

CONTENTS PAGE

<i>Part, clause number and name</i>	<i>Page number</i>
<i>PART A: TITLE AND ARRANGEMENT</i>	5
1. Title	5
2. Arrangement	5
3. Definitions	5
4. Operation of Agreement	7
5. Application	8
6. Parties to the Agreement	8
7. Binding Effect	8
8. No Extra Claims	9
9. Availability	9
10. Awards and Agreements	9
11. Anti-Discrimination	9
12. Consultation about University Policies	9
13. Objectives	11
<i>PART B: REMUNERATION</i>	12
14. Salaries and Related Matters	12
15. Higher Duties	13
16. Superannuation	14
17. Remuneration Packaging	14
18. Supported Wage, Traineeships and Cadetships	15
19. Incremental Progression	15
20. Performance Recognition and Progression	15
<i>PART C: RECRUITMENT AND CLASSIFICATION ISSUES</i>	17
21. Recruitment and Selection Procedures: Advertisement of Positions	17
22. Classifications	17
23. Research Only	18
24. HEO Level 10	18
<i>PART D: MODES OF EMPLOYMENT</i>	19
25. Modes of Employment: Principles	19
26. Continuing Employment	19
27. Fixed-Term Employment	20
28. Part-Time Employment	24
29. Seasonal/Part-Year Employment or Annualised Employment	25
30. Reduced Working Weeks Scheme	25
31. Probation	26
32. Casual Employment	26
33. Indigenous Australians' Employment	30

34.	Australian Workplace Agreements	31
<i>PART E: HOURS OF WORK ARRANGEMENTS</i>		32
35.	Hours of Work	32
36.	Hours of Work for Day-Workers	33
37.	Hours of Work for Shift-Workers	35
38.	Overtime	36
39.	On-Call Provisions	37
40.	Public Holidays	39
<i>PART F: LEAVE</i>		40
41.	A Year of Employment	40
42.	Annual Leave	40
43.	Bereavement Leave	41
44.	Career Development Leave	42
45.	Carer's Leave	42
46.	Defence Forces Training Leave	43
47.	Emergency Services Leave	43
48.	Indigenous Staff - Cultural and Ceremonial Leave	43
49.	Jury Service	43
50.	Leave Without Pay	44
51.	Long Service Leave	44
52.	Parental Leave	46
53.	Sick Leave	52
54.	Special Leave	54
55.	Staff Called as Witnesses	54
56.	Union Training Leave	54
<i>PART G: PERFORMANCE MANAGEMENT AND DEVELOPMENT</i>		55
57.	Performance Management and Development	55
58.	Annual Activities Evaluation	55
59.	Probation	55
60.	Incremental Progression	56
61.	Performance Recognition and Progression	56
62.	Staff Development	56
63.	Staff Supervision	57
64.	Unsatisfactory Performance Procedures	58
<i>PART H: EMPLOYMENT SECURITY, CHANGE MANAGEMENT AND JOINT CONSULTATIVE COMMITTEE</i>		61
65.	Employment Security	61
66.	Joint Consultative Committee	61
67.	Managing Change	62

68.	Redundancy and Redeployment	64
<i>PART I: SEPARATION PROVISIONS</i>		71
69.	Notice of Resignation or Retirement	71
70.	Notice and Severance Payments for the Non-Renewal of Fixed-Term Contracts	71
71.	Termination on the Grounds of Ill Health	73
<i>PART J: APPEALS, DISPUTES AND GRIEVANCE PROCEDURES</i>		76
72.	Recruitment and Selection Appeals	76
73.	Demotion or Termination Appeals	81
74.	Industrial Dispute Settlement	83
75.	Grievance Settlement	84
<i>PART K: UNION MATTERS</i>		86
76.	Union Roles and Responsibilities	86
77.	Union Right of Entry	86
78.	Union Fees: Payroll Deduction	87
79.	Union Training Leave	87
<i>PART L: OTHER PROVISIONS</i>		88
80.	Clothing and Safety Equipment	88
81.	Hazardous Substances/Situations	88
82.	Noise Levels	89
83.	Personal Property: Compensation for Loss or Damage	89
84.	First Aid	89
85.	Travel	89
86.	Camperdown/Darlington Security Patrol Officers Agreement	90
87.	Movement of Attendants	90
88.	Traffic Information Officers Agreement	90
89.	Sydney Teaching Hospitals (Veterinary Clinics) Agreement	90
<i>PART M: SCHEDULES</i>		91
	Schedule 1: Salaries and Allowances	91
	Schedule 2: Higher Education Officer Descriptors	91
	Schedule 3: Casual Contract of Engagement Pro-Forma	91
	Schedule 4: The University of Sydney Camperdown/Darlington Campus Security Patrol Officers Agreement	91
	Schedule 5: The University of Sydney Mobility and Related Matters Provisions, 1996	91
	Schedule 6: Traffic Information Officers Agreement	91
	Schedule 7: The University of Sydney Teaching Hospitals (Veterinary Clinics) Agreement	91
<i>PART N: SUBJECT INDEX</i>		92

PART A: TITLE AND ARRANGEMENT

1. Title

This Agreement is called the University of Sydney General Staff Agreement 2003 – 2006.

2. Arrangement

See Contents page.

3. Definitions

‘The Act’ means The Workplace Relations Act 1996, as amended or its successor.

‘Arbitrator’ means a person who may or may not be a staff member of the University, who is knowledgeable about industrial relations, and who, as agreed by the parties will act in the role of arbitrator for the purposes of this Agreement.

‘Audit purposes’ means the legal obligations of the University to keep records in accordance with the NSW State Records Act, and the NSW Public Finance and Audit Act.

‘Camperdown campus’ means the University of Sydney Camperdown campus and the University of Sydney Darlington campus, which are divided by City Road.

‘Campus’ means all buildings, facilities, faculties, schools and colleges located at a particular geographical site that is part of the University of Sydney.

‘Casual’ means a person who is engaged and paid by the hour.

‘Clause X’ means a clause of this Agreement, unless otherwise specified.

‘Commission’ means the Australian Industrial Relations Commission.

‘Conditions Award’ means the NSW Universities General Staff (Conditions of Employment) Award, as incorporated into the Higher Education General and Salaried Staff (Interim) Award, 1989.

‘Consultation’ means a process in which the parties exchange information about a matter or issue, hold discussions to explain points of view and take into account the views of the parties. Consultation does not necessarily mean that agreement will be reached. If agreement is not reached, reasons will be given.

‘Continuous employment’ means a period of employment under an unbroken contract of employment (or an unbroken series of contiguous contracts) with the University including periods of paid and unpaid leave. Under this Agreement, continuous employment includes breaks in service of up to two months for the purpose of qualifying for long service leave, and may include up to three months in certain circumstances for the purpose of calculating years of service for redundancy severance payments. In the case of Research Only staff, continuous employment includes breaks in service of up to six months for the purpose of qualifying for long service leave. In all circumstances, the period of the break will not be counted as service.

‘Delegated Officer’ means the substantive, temporary or acting occupant of a position which has delegated authority from the University’s Delegations of Authority document.

‘Department’ means a defined organisational unit within the University. For the purpose of the implementation of the casual general staff conversion mechanism, ‘department’ means the smallest significant (from a staffing point of view) organisational unit with some control, although not necessarily formally delegated control, over the deployment and engagement of general staff.

‘Flexi-time’ or ‘flexible time off’ means the hours of work arrangement whereby organisational units determine their core hours (that is, those times when staff must be in attendance), and outside those core hours staff have flexibility, with the approval of their supervisor, in terms of their attendance. All hours worked and absences are recorded formally in the department for accrual/audit purposes.

‘Full-time staff member’ means a staff member employed for 35 hours a week or 38 hours a week as set out in Clause 0.

‘General staff’ means persons engaged as general staff by the University who are not members of the academic staff or persons to whom the Teachers (English Language Centres of Australian Universities) Conditions of Employment Award 1996 applies.

‘Head of department’ (including head of an administrative unit) means either the head of an academic department or the manager or supervisor of an organisational unit or non-academic department, who has the delegated authority for the deployment of staff and budgetary responsibility.

‘HECE Award’ means the Higher Education Contract of Employment Award 1998.

‘HECE MOA’ means the Memorandum of Agreement between the University of Sydney and the National Tertiary Education Industry Union and the Community and Public Sector Union signed on 2 December 1998, re matters in relation to the implementation of the Higher Education Contract of Employment Award, 1998, at the University of Sydney.

‘HEGSS Award’ means the Higher Education General and Salaried Staff (Interim) Award, 1989. Note that this Award should be read in conjunction with the Higher Education General Staff Salaries and Classifications Award, 2002.

‘HEO’ means Higher Education Officer.

‘HEO Level’ means a classification level set out in Schedule 2 of this Agreement.

‘Immediate family’ means:

a partner or former partner of the staff member; and

a child, step-child, grandchild, step-grandchild, parent, step-parent, grandparent, step-grandparent, brother (including half-brother), sister (including half-sister), step-brother, and/or step-sister of the staff member, or the staff member's partner, or of a former partner of the staff member;

where ‘partner’ means the husband or wife of the staff member, or the other party to a de facto relationship with a staff member, and includes same sex partners.

‘Joint Consultative Committee (JCC)’ means the General Staff Joint Consultative Committee.

‘Negotiate’ means that there will be discussions between the parties with the intention of reaching agreement.

‘Ordinary rate of pay’ means the hourly equivalent of salary.

‘Overtime’ means time worked outside the number and/or span of hours normally worked by a day-worker or outside the rostered hours of a shift-worker.

‘Performance Management and Development (PM&D)’ means the University's Performance Management and Development (PM&D) Program.

‘Redeployment Officer’ means a staff member of the University who is responsible for the redeployment of a staff member whose position has been declared redundant.

‘Reviewer’ means a staff member with delegated authority from the head of department/school to conduct Performance Management and Development (PM&D) evaluations within the department/school.

‘Rostered’ means a situation where a shift-worker is rostered to attend work at certain times.

‘Salary’ means the annual rate of payment that a staff member receives on the basis of his or her classification (pro-rata where applicable). For the purpose of calculating all leave and termination payments (other than superannuation payments), salary includes any loadings and allowances which have been paid on a regular and continuous basis up to the time of taking leave or termination, but does not include any extraneous payments and unless otherwise specified does not include the allowances listed in Schedule 1 of this Agreement.

‘Schedule’ means a schedule which forms part of this Agreement, unless otherwise specified.

‘Scheduled day off’ (SDO) means the working day a staff member has agreed with his or her supervisor that the staff member will not be at work because he or she has accrued sufficient flexi-time to cover the absence. A scheduled day off may be planned as part of a roster within a work unit.

‘Staff member’ means a person employed as a member of the University's general staff.

‘Supervisor’ means a person with delegated authority to act on behalf of the head of department.

‘Union/s’ means the CPSU Community and Public Sector Union (CPSU) and/or the National Tertiary Education Industry Union (NTEU).

‘Union Official’ means a person holding office in or who is employed by a Union, or a branch of a Union, which is a party to this Agreement.

‘University’ means the University of Sydney.

4. Operation of Agreement

This Agreement will take effect on and from the beginning of the first pay period commencing on or after the date of certification by the Commission and will operate until its nominal expiry date of 30 June 2006.

5. Application

There is a total exclusion from all terms of this Agreement for all general staff employed in senior management posts who receive salary and salary loadings of more than \$120,000 per annum as at 9 December 2003, and adjusted from time to time to reflect salary movements (including salary rises contained in Enterprise Agreements - see Clause 0).

This Agreement applies to all general staff of the University who receive salary below the amount specified in Clause 0 except those whose employment is subject to the provisions of:

- the Entertainment and Broadcasting - Live Theatre and Concert Award 1998; or
- the Entertainment and Broadcasting - Live Theatre and Concert Award (State) 1998; or
- the Entertainment and Broadcasting Industry- Theatre Manager's - Live Theatre Award 1998.

6. Parties to the Agreement

The parties to this Agreement are:

- the University of Sydney (the University);
- CPSU, the Community and Public Sector Union (CPSU);
- the National Tertiary Education Industry Union (NTEU).

7. Binding Effect

This Agreement is binding on:

- the University of Sydney;
- the general staff employed by the University of Sydney to whom this Agreement applies;
- the CPSU; and
- the NTEU.

8. No Extra Claims

The parties agree that there will be no extra claims during the life of this Agreement on matters covered by this Agreement, except where otherwise allowed for in this Agreement.

9. Availability

A copy of this Agreement will be kept in an easily accessible place at each campus of the University and will be available for inspection by staff members. A copy of the Agreement will be placed on the University's Personnel web-site.

10. Awards and Agreements

This Agreement encompasses and deals with all subject matters provided for herein during its operation.

This Agreement replaces and rescinds the *University of Sydney General Staff Enterprise Agreement, 1999 - 2002*.

11. Anti-Discrimination

The University is committed to non-discriminatory employment practices. The University agrees to consult with the Unions on gender related equity issues and to provide the Unions access to data about pay equity, annually on request, excluding any information which may identify individual staff members.

12. Consultation about University Policies

During the life of this Agreement, the University will maintain and/or develop and review the following policies in consultation with the Unions and through the University's collegial processes:

- intellectual property;

Intellectual Property; a review will look at appropriate measures to recognise and protect the intellectual property rights of all parties.

- harassment and discrimination resolution (including workplace bullying);

A review will look at the adequacy of current procedures and processes in dealing with instances of workplace bullying, which may include behaviour aimed to demean, humiliate or intimidate staff either as individuals or as a group.

- on-line teaching and learning;

Online teaching and Learning; a review will look at appropriate measures to ensure that online teaching and learning is developed with appropriate advice to and training of staff.

- recruitment and selection procedures for general staff.

Any individual disputes arising from the implementation of these policies will be resolved through the Grievance Procedure. Further, the University will develop and maintain a specific fair and transparent mechanism to resolve any disputes which may arise from the implementation of any one or more of the above policies.

Any disputes concerning consultation in regard to the development and/or review of the Intellectual Property, Harassment and Discrimination Resolution, and On-line Teaching and Learning policies will be dealt with by the Joint Consultative Committee (JCC).

There is no access to the Dispute Settlement Procedure of this Agreement for any dispute which may arise from the development, review and/or implementation of the policies referred to in 12.3.

13. Objectives

Statement of intent

The University's roles and values, the context in which it operates and the goals towards which it strives are described in the University's Strategic Plan.

The University's activities are shaped by its core goals and values.

Core goals:

- quality teaching and learning;
- excellence in research;
- internationalisation;
- engagement with industry and the professions;
- effective management;
- service to the community;

Core values:

- institutional autonomy;
- recognition of the importance of ideas;
- intellectual freedom to pursue critical and open inquiry, and social responsibility;
- tolerance, honesty and respect as the hallmarks of relationships throughout the University community and underpinning high standards of ethical behaviour; and
- understanding the needs and expectations of those whom it serves and striving constantly to improve the quality and delivery of its services and access to those services.

The initiatives in this Agreement have been negotiated to:

provide a rewarding, fair, flexible and harmonious working environment for staff; and

place the University in a strong position to face the challenges in the Higher Education Sector and continue to achieve its strategic goals and priorities.

This Agreement reflects the values of the University and, along with the University's Code of Conduct, promotes the highest ethical and moral standards for the University and its staff in the performance of their roles and duties. The University and its staff are required to observe that the hallmarks of relationships within the University are based on tolerance, honesty and respect for others.

PART B: REMUNERATION

14. Salaries and Related Matters

Increases in salaries and casual rates of pay

This Agreement provides for the following salary and casual rates of pay increases for general staff:

- payment of a 4% increase which was paid from the first pay period on or after 2 May 2003;
- payment of a further 2% increase which was paid from the first pay period on or after 28 November 2003;
- payment of a further 2.5% increase from the first pay period on or after 1 May 2004;
- payment of a further 2.5% increase from the first pay period on or after 1 November 2004;
- payment of a further 2.5% increase from the first pay period on or after 1 May 2005;
- payment of a further 2.5% increase from the first pay period on or after 1 November 2005;
- payment of a further 2% increase from the first pay period on or after 1 June 2006.

The salaries and casual rates of pay for staff which reflect these increases are set out in Part A of Schedule 1.

Bonus payment

The following bonus payment will be paid on the first full pay period to commence on or after the date that the parties certify this Agreement.

A bonus of \$1000 will be paid to full-time staff, with a pro-rata payment to part-time staff.

No bonus will be paid to casuals.

Payment of salaries

The University will arrange for staff to be paid their salary (including allowances and overtime), on a fortnightly basis.

The salaries will be paid by electronic funds transfer into a bank account nominated by the staff member.

The University will provide each staff member with a statement of salary on or before each pay day. The contents of this statement will be consistent with the requirements of the NSW Industrial Relations Act, 1996 (as amended from time to time).

Apprentices

Apprentices will be paid in accordance with the following percentages of the salary prescribed for the first step of HEO Level 3:

- 1st year 45%;
- 2nd year 60%;
- 3rd year 75%;
- 4th year 90%.

Allowances

The allowances set out in Part B of Schedule 1 will be paid to eligible staff.

15. Higher Duties

A staff member who temporarily acts in a position which is classified at a higher level than his or her own position, for more than five consecutive working days, will be paid an allowance equal to the difference between the minimum salary of the higher classified position and his or her own salary.

A staff member will be entitled to be paid a full higher duties allowance unless it is specified at the time that he or she has only been appointed to perform part of the duties of the higher classified position, in which case a lesser amount will be paid.

A staff member will not receive a higher duties allowance if he or she is the deputy or assistant of a more senior staff member and normal duties as specified in the job description for the position include deputising for that more senior staff member.

A staff member will not receive a higher duties allowance if the minimum salary for the higher classified position is less than his or her substantive salary.

If a staff member acts in a position where the usual occupant receives a salary greater than the maximum salary for the classification of the position, he or she will not be paid a higher duties allowance other than the one which applies to the classification level of the position.

A staff member who is paid a salary higher than the maximum salary for the classification level of the position he or she occupies because of the preservation of salary horizon under the University of Sydney Award and Classification Restructuring Agreement - 1993 will not be paid a higher duties allowance if he or she is required to act in a position at the classification level to which the salary applies. 'Salary horizon' means that salary to which a staff member would have progressed without promotion or reclassification but for the implementation of that Agreement, adjusted to the nearest but not lower salary rate provided for in that Agreement.

A staff member will not receive a higher duties allowance for the classification level of the position in which he or she is acting if this allowance, combined with his or her salary, exceeds the rate applicable to the first salary step. If, however, a staff member has been acting in a higher position for a continuous 12 month period and carrying out all the duties of that higher position for that period, the higher duties allowance will be increased to the next step within the level or by an amount reflecting the percentage of the duties required to be performed, if the staff member is able to satisfy the criteria for incremental progression as established by Clause 19.

16. Superannuation

The University will maintain the current arrangements for superannuation in respect to access to schemes and contribution rates including complying with any provisions of the TESS Award that are in effect at the date of certification of this Agreement. Any changes to the current arrangements will only occur following agreement between the parties.

The effect of this clause will lapse on the nominal expiry date of this Agreement.

17. Remuneration Packaging

The University has a voluntary system of remuneration packaging for all staff except casuals. 'Remuneration' is salary plus benefit/s. 'Benefit/s' are non-cash financial advantage/s to a staff member or a payment made by the University to a third party on behalf of a staff member.

A staff member may negotiate a remuneration package with the University in which he or she receives benefit/s in lieu of part of his or her salary.

The University and a staff member must enter into a written agreement which sets out the conditions of any remuneration package.

An agreement will end if the monetary value of the benefit/s becomes greater than the salary which would be payable if the staff member had not taken benefits in lieu of salary.

The University or a staff member may end an agreement by giving notice in writing under the terms of his or her remuneration packaging agreement.

Any payment payable to a staff member by the University during or at the end of his or her employment will be calculated by referring to the salary which would be payable if he or she had not taken benefits in lieu of salary.

18. Supported Wage, Traineeships and Cadetships

The University may employ eligible persons under a Supported Wage Arrangement. The parties agree that the provisions of the Commonwealth Government's 'Supported Wage System: Guidelines and Assessment Process' will apply for the duration of this Agreement.

The University may employ eligible persons to be trainees on a fixed-term basis. The parties agree that the provisions of the National Training Award, 2000 which are applicable on the date of certification of this Agreement, will apply for the duration of this Agreement.

The University may employ eligible persons to be cadets on a fixed-term basis. The parties agree that cadets will receive the following percentage of the Agreement rate: First year of Cadetship – 60%, Second Year – 75%, Third Year – 85%.

19. Incremental Progression

A staff member is eligible for consideration for progression to the next salary step of his or her HEO Level on the anniversary of his or her appointment to his or her position following twelve months paid service. In order for incremental progression to occur, the staff member must have had a PM&D evaluation.

At the beginning of an incremental progression cycle a staff member and his or her supervisor will determine:

reasonable performance objectives for the staff member for the cycle, based on clearly stated performance objectives, which may involve training and development; and

how and when the staff member's performance will be reviewed within the PM&D program.

Incremental progression may only be deferred because of unsatisfactory conduct or receiving an overall rating of 'not meeting performance objectives'.

A decision to withhold a salary increment must be authorised by the relevant supervisor. If incremental progression is deferred a staff member will be notified in writing of the reasons for the deferral by the University and will be given the opportunity to respond. A copy of the staff member's response will be placed on the staff member's personnel file.

20. Performance Recognition and Progression

The granting of an accelerated salary increment for the next 12 months, including into the next level, will be considered for general staff where evidence can be produced by the supervisor to show that the staff member has received an overall assessment of 'outstanding' in the PM&D evaluation for the last 12 months.

The decision to grant an accelerated salary increment will be reviewed annually through a PM&D evaluation, at which time the supervisor will make a recommendation based on the performance throughout the previous 12 month performance period. It is important to note that performance recognition can be non-salary related.

Where a staff member is awarded an accelerated salary increment, this is in recognition for the staff member's outstanding performance in his or her particular position. If the staff member moves or is transferred to a different position, the staff member will no longer receive the higher salary; rather, he or she will receive the normal salary for the different position.

PART C: RECRUITMENT AND CLASSIFICATION ISSUES

21. Recruitment and Selection Procedures: Advertisement of Positions

Full-time and part-time positions which are to be advertised by the University will be circulated within the University including on its website.

A copy of advertised positions will be sent to the Head Offices and appropriate branches of the Unions.

When both an external and an internal application for a position are received, the University will request that a Union nominee take part in the selection process, except for positions at HEO Level 10 and above. The University will give the Union nominee at least five working days notice to attend selection procedure meetings.

The Union nominee will be a full member of the selection committee and will participate in all the selection procedures including any initial short listing of applications.

A staff member nominated by the Union to be a Union nominee on a selection committee must have completed a training course on procedures for the recruitment and selection of general staff run by the University before participating in selection procedures.

If the Union does not nominate a Union member to participate in the selection process, the selection process will not be delayed and the decision of the Selection Committee will not be invalid.

An appeal against a decision of a Selection Committee may only be made in accordance with the provisions of Clause 72, Recruitment and Selection Appeals.

The University may advertise internally and externally for any vacant position. In the case of HEO Level 1 to Level 5 positions, excluding research or other specialist positions, the selection committee will first consider internal applicants. If the selection committee determines that no internal applicants meet the essential selection criteria, it will then consider external applicants.

Where a position is advertised as 'internal only', a casual staff member who has been continuously employed by the University for a period of more than six months at the time the position is advertised is eligible to lodge an application for the position.

22. Classifications

The updated Higher Education Officer Descriptors are in Schedule 2.

All general staff positions will be classified according to the updated Higher Education Officer (HEO) Descriptors set out in Schedule 2.

The University may direct a staff member to carry out duties which are within the limits of his or her skills, competence and training and commensurate with his or her HEO Level.

An eligible staff member may be reclassified to the next HEO Level, or higher level if appropriate, if he or she can show that he or she has the skills for the higher level and is required to spend a substantial proportion of his or her working time performing duties using those skills.

A staff member may be reclassified under sub-clause 0 of this clause even if there is no vacancy.

The University will review general staff positions which have not been reviewed previously against the HEO Descriptors, during the life of this Agreement.

The parties will establish a joint University/Union General Staff Classification Advisory Committee (GSCAC) within six months of the date of certification of this Agreement. The GSCAC will comprise up to four nominees of the University, and two nominees from each Union that is a party to this Agreement.

The parties will consult over the terms of reference for the GSCAC. The role of the GSCAC is to advise the Pro-Vice-Chancellor (Employee Relations) on:

any classes or groups of staff whose positions may require review against the updated HEO Descriptors;

the updating and use of the expanded descriptors;

processes and criteria for reclassification and progression applications; and

grievance procedures for, and grievances arising from, unsuccessful reclassification applications.

23. Research Only

The parties will negotiate new and consistent nomenclature and classification of Research Only staff. This will be implemented within six months of the date of the certification of this Agreement.

Where there is a break of six months or less between a contract expiring with the University and the University offering a new fixed-term contract to a Research Only staff member, the University will consider such breaks in employment as not breaking the continuity of service for the purpose of long service leave (although the period of the break will not be counted as service).

24. HEO Level 10

HEO Level 10 staff will be paid in accordance with Part A of Schedule 1 as a minimum payment.

On request, the University will provide the Unions with statistics about HEO Level 10 staff including the number of staff, the salary range and the number of staff on each salary range. Information which may identify an individual staff member will not be provided.

PART D: MODES OF EMPLOYMENT

25. Modes of Employment: Principles

The University will engage staff members according to the terms of this Agreement.

As a general principle, staff will be employed under a single contract of employment. Staff may be engaged on one of the following types of employment:

continuing;

fixed-term; or

casual.

Full-time and part-time staff are permitted to engage in casual employment with the University in addition to their normal duties where there is no impact on their normal work performed and provided that this is by mutual agreement and that the casual work continues for a period of less than a semester. For periods equal to or greater than a semester, a variation in the contract of employment will be required.

No staff member will be engaged on multiple fixed-term or continuing contracts simultaneously, and if such instances occur, the University will consolidate these contracts into a single contract of employment. A single general staff contract involving casual teaching duties will incorporate the relevant casual academic or teaching rate to be paid and the relevant casual academic conditions of employment.

The grievance and/or disputes resolution procedures as set out in this Agreement will be used to resolve any potential disadvantage to a staff member from the operation of an additional contract/s or the unavailability of a casual contract of employment.

The University will report to the Unions details of the number of general staff in full time, part-time, fixed-term contract and casual positions. Information on casual appointments will include both total numbers of staff and equivalent full-time numbers broken down by Faculty and Administrative Units. This report will be provided at least once per year. If available, an updated report will be provided every six months.

Letter of appointment

Staff offered continuing or fixed-term employment will be given a letter of appointment which will specify the type of employment, the classification level and salary, and whether the position is full-time or part-time. If the position is part-time, the contract will specify the percentage of the full-time load to be worked or the hours to be worked.

26. Continuing Employment

Continuing employment means that the contract of employment contains a commencing date and no end date or no contingency upon which the contract will come to an end.

A continuing contract of employment may be either full-time or part-time. In the case of a continuing part-time appointment, the salaries, allowances, award, legislative, agreement and policy entitlements due to an equivalent full-time staff member apply to the part-time staff member on a proportionate basis.

27. Fixed-Term Employment

A fixed-term contract of employment means a contract offering employment for a specified term or ascertainable period, for which the contract of employment will specify the start and end dates of that employment or, in lieu of an end date, will specify the circumstance(s) or contingency relating to a specific task or project, upon the occurrence of which the contract of employment will expire.

A fixed-term contract of employment may be either full-time or part-time. In the case of a part-time contract, the salaries, allowances, legislative, award and agreement entitlements due to an equivalent full-time staff member apply to the part-time staff member on a proportionate basis.

Staff may be employed on a fixed-term contract which incorporates a contingency rather than an end date. In the event that the contingency is invoked, the University will provide appropriate notice of the expiry of the contract and, if applicable, severance payments will be paid in accordance with the provisions of Clause 70 Notice and Severance Payments for the Non-Renewal of Fixed Term Contracts.

The University will only employ staff on a fixed-term contract of employment in accordance with sub-clause 0. The contract will specify the type of fixed-term contract being offered.

During the period of employment the contract may only be terminated by the University during or at the completion of the probationary period, or for cause based on serious or wilful misconduct of the staff member.

Types of fixed-term contracts of employment

The University will only offer fixed-term contracts of employment where a staff member will be engaged in work activities that come within the description of one or more of the following circumstances.

Specific task or project

‘Specific task or project’ means a definable work activity, which has a starting time and which is expected to be completed within an anticipated time frame.

External funding

‘External funding’ means a period of employment which is provided from identifiable funding external to the University, at a level greater than fifty-percent of the costs of the position (including on-costs). The source of the external funding must be linked to the position.

External funding does not include part of an operating grant from the Government; nor is it funding comprised of payments of fees made by or on behalf of students enrolled in an award program, including HECS students and overseas and local fee paying students.

External funding also includes short-term and non-discretionary bequests and income received by:

the Centre for Continuing Education;

the Health Sciences and Veterinary Clinics; and

other units as agreed by the University and the Union/s from time to time;

provided that where there has been a significant change in the funding base of the unit, either the University or the Union may give the other party 12 months notice of its withdrawal from agreement in relation to a specific unit.

Research

‘Research’ means work activity by a staff member engaged on research only support functions for a contract period of up to five years.

Replacement staff member

‘Replacement staff member’ means a staff member undertaking work activity replacing a continuing or fixed-term staff member for a definable period for which the latter staff member is on authorised leave of absence. It also means a staff member employed to:

replace a staff member who has resigned or retired, where the position has been advertised or approved for advertisement; in this circumstance the replacement staff member can be employed on nomination for a limited period of up to six months; this category of replacement staff member may only be used once for each vacancy that occurs;

cover the difference in hours arising where a staff member has returned from a period of parental leave and wishes to be employed on a part-time basis for a defined period; or

replace a staff member who has been seconded or temporarily transferred either within or outside the University for a defined period.

Recent professional practice

‘Recent professional practice’ applies where a curriculum in professional or vocational education requires that the work be undertaken by a staff member who has recent practical or commercial experience. Such a person may be engaged for up to three successive contracts within a total period of employment of up to five years.

Sudden and unanticipated increases in enrolments

Where an academic unit experiences a sudden and unanticipated increase in enrolments, staff may be employed on a fixed-term contract of employment. Fixed-term employment under this category may be used for up to three years from the date of commencement of the sudden and unanticipated increase in enrolments, and fixed-term contracts or positions offered under this category may not be extended or renewed, may only be offered once, and will be for a period of no more than three years and not less than one year. Such fixed-term contracts will be offered as convertible appointments in accordance with sub-clause 0.

New organisational area

New organisational area means an identifiable work unit performing a function or functions or teaching a program or programs that have not been performed or taught previously and the prospective need or demand for which is uncertain or unascertainable at the time of establishment of the unit.

Fixed-term employment under this category may be used for up to three years from the date of commencement of a new organisational area, and fixed-term contracts or positions offered under this category may not be extended or renewed, may only be offered once, and will be for a period of no more than three years and not less than one year. Such fixed-term contracts will be offered as convertible appointments in accordance with sub-clause 0.

Disestablished area

Where part or all of an organisational unit is to be disestablished, staff may be employed on a fixed-term contract of up to two years.

Disestablished area means an identifiable work unit performing a function or functions or teaching a program or programs the provision of which will cease within a reasonably certain time.

Conversion of certain contracts

Where staff have been employed on fixed-term contracts in a new organisational area or to meet a sudden and unanticipated increase in enrolments, the University will designate such appointments as convertible fixed-term appointments. The option to invoke convertibility will in each case be decided by the University through an assessment six months prior to the expiry of the contract.

Senior management

The University may employ on a fixed-term contract of employment, those staff who are employed in senior management positions at HEO Level 10 and above and who receive a salary (including responsibility loading) of between \$103,455 per annum and \$120,000 per annum (as at 9 December 2003 and adjusted from time to time to reflect salary movements including salary rises contained in Enterprise Agreements - see Clause 0). Provided that if a staff member who was employed, as of 2 December 1998, on continuing contract of

employment, and who receives a substantive salary that exceeds the base defined in this clause, such staff member will retain his or her conditions of service, including his or her continuous contract of employment (if applicable).

Student

A fixed-term contract may be adopted as the appropriate type of employment for a student (which means a person enrolled as a full-time or part-time undergraduate or postgraduate student at this University), provided that:

the contract is for a work activity which is not otherwise detailed in this clause; and

the work activity is within the student's academic unit or an associated research unit of that academic unit, and is work generally related to an award course that the student is undertaking within the academic unit.

The contract will be for a period that does not extend beyond, or that expires at the end of, the academic year in which the person ceases to be a student; or when the student either receives advice of his or her final results or receives his or her award from the University, whichever is the later. This includes any period that the person is not enrolled as a student but is still completing postgraduate work or is awaiting results.

An offer of fixed-term employment under this clause must not be made on the condition that the person offered the employment undertake the studentship.

Initial contract prior to 30 June 1998

The University may engage a staff member for a single further period of fixed-term employment where that staff member's current contract, as of 2 December 1998:

was/is his or her initial contract with the University; and

was entered into prior to 30 June 1998; and

provided that the staff member could be offered a renewal of the contract, subject to on-going funding and need for the position.

If it is judged by the University that there is insufficient funding or need for the position then the position will lapse when the contract expires, and notice and/or severance payments will apply according to the provisions of Clause 70, Notice and Severance Payments for the Non-Renewal of Fixed-Term Contracts.

In cases where the University offers an additional period of employment, in accordance with sub-clause (0.) above, that period of employment will not be counted towards eligibility for conversion to a continuous appointment.

Notice of renewal of fixed-term contract

The University will provide the following notice when a fixed-term contract of employment is to be renewed.

Period of continuous service	Notice of renewal (weeks)
Up to 3 years	2
3 years and more but less than 5 years	3
5 years or more	4

Provisional notice of renewal of contract

Where there are circumstances relating to the provision of specific funding to support the employment contract, which are external to the University and beyond its control, the University may not reasonably be able to give the notice required in sub-clause 0. In such circumstances the University will not have breached this sub-clause provided that:

those circumstances are advised to the staff member in writing at the latest time at which the notice would otherwise be required to be given; and

the notice of renewal (or non-renewal) is then given at the earliest practicable date thereafter.

Where the University advises a staff member in writing that a further contract of employment may be offered within six weeks of the expiry of a period of fixed-term employment, then 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.

28. Part-Time Employment

Part-time employment means employment for ordinary hours of work which are less than those of a full-time staff member in the same classification. A part-time staff member will be entitled to the provisions of this Agreement on a pro-rata basis unless otherwise stated in this Agreement.

If a part-time staff member works more hours a week than his or her regular hours, but less than the hours of an equivalent full-time staff member, the additional hours will be paid at the ordinary rate of pay and are considered to be service for all purposes. Overtime is to be paid to part-time staff in respect of work in excess of 20% of the ordinary weekly hours of an equivalent full-time staff member, on one day and in accordance with the overtime provisions of this Agreement.

29. Seasonal/Part-Year Employment or Annualised Employment

The University may employ staff on a seasonal basis as agreed by the University and the Unions from time to time through the JCC. A staff member may apply to vary his or her contract of employment to a seasonal/part-year or annualised employment arrangement and the University may agree to such application for a defined period or on a continuing basis.

This means that the pattern of hours worked may be an agreed average over a defined period or on a continuing basis. The work pattern may also incorporate a mixture of full-time service, part-time service and periods during which no work is required.

The salary arrangements for seasonal employment will be either:

staff will have their hours of work averaged over a 12 month period so that a standard fortnightly payment is made and received; or

staff will receive appropriate payment for the times that are worked, and will take their paid annual leave (or be placed on leave without pay when paid leave is exhausted) when they are not required to work.

A staff member may choose either method of payment for his or her salary, and the method chosen will be implemented for a minimum period of 12 months and then reviewed if the staff member so requests.

30. Reduced Working Weeks Scheme

For a specified 12 month period a staff member who is normally full-time may participate in the reduced working weeks scheme (RWWS, the scheme). This means he or she may take four weeks paid leave (or another agreed amount subject to operational requirements) in addition to his or her four weeks annual leave, with the agreement of his or her head of department, and with a proportionate reduction in his or her salary.

Staff members who are required to take leave without pay because their duties are only available for them to perform at certain times may take up to nine weeks paid leave, in addition to their four weeks annual leave, with a proportionate reduction in their salary.

Participation in the scheme is agreed to once a year in advance by the staff member and his or her supervisor.

The salary of a staff member participating in the scheme is paid pro-rata and all leave accruals and entitlements are pro-rata.

All leave must be taken at a time agreed between the staff member and his or her supervisor and during the period of operation of the scheme. A minimum of four weeks leave must be taken in blocks of at least one week each.

Depending on the superannuation fund to which staff belong, a staff member may apply to reduce his or her superannuation contributions to a level based on his or her RWWS salary for the period he or she is participating in the scheme. Staff should first contact the Remuneration Services and Systems Unit (RSSU, Salaries Office).

31. Probation

The University may engage staff on a probationary basis.

Other than for staff employed on fixed-term contracts which are externally-funded, the period of probation may be up to six months. Staff who are employed on fixed-term contracts which are externally-funded may serve a probationary period of up to 12 months.

The period of probation must be reasonable, commensurate with the nature of the position (ie the probationary period must be directly related to the nature of the work to be carried out), and notified to the staff member in advance of taking up the position. The period of probation may be extended for up to a further three months if considered justified by the University.

Where a staff member employed on a fixed-term contract has successfully completed probation (ie the appointment has been confirmed), any renewal of the fixed-term contract shall not contain a probationary period.

The successful completion of probation requires a PM&D evaluation with an overall rating of 'satisfactory' or higher.

If a staff member's work performance is satisfactory his or her head of department may recommend the confirmation of appointment prior to the end of the probation period.

The staff member will be advised of, and given an opportunity to respond to, any adverse material about the staff member that the University intends to take into account in a decision to either extend the period of probation, or terminate the employment upon or before the expiry of the period of probation.

During the probationary period employment may be ended by the University or the staff member giving one week's notice, or by the University paying or the staff member forfeiting one week's salary in lieu of notice.

32. Casual Employment

A casual is a person who is engaged and paid by the hour. The total casual loading for general staff will be 25% from the beginning of the first pay period on or from the date of certification of this Agreement (see Schedule 1). This loading is in lieu of benefits which a casual is not eligible to receive.

A casual is not entitled to the benefit of any leave provisions in this Agreement.

The University will not increase systematically the level of casual employment during the life of this Agreement. The parties affirm that as of December 2002, the University's expenditure on casual general staff was 13.64% of its annual general staff salaries bill. This is calculated by dividing the total salaries paid to casual general staff by the total salaries paid to all general staff expressed as a percentage. The University agrees that there will be no overall increase in this percentage, except as adjusted for the effects of Clause 0, over the life of this Agreement.

The parties will consult in the JCC to review data on salary expenditure and will conduct an annual review of the proportion of expenditure on casual general staff. If it is identified that the level of casual employment has increased beyond the above percentage figure, the parties will consult regarding appropriate measures to remedy the situation.

Such measures may include the creation of new fixed-term or continuing positions in accordance with this Agreement.

Casuals who have been continuously employed by the University for a period of more than six months are eligible to apply for University vacancies which are marked as 'Internal Only'.

Payment for the level of duties performed by a casual will be determined by classifying the work using the HEO Descriptors.

Casual contract of engagement

A casual will be given a contract of engagement which describes the duties required, the number of hours required or anticipated (where known), the rate of pay for each class of duty required, a statement that any additional duties required during the casual engagement will be paid for and the name and position of the supervisor.

A casual contract of engagement pro-forma is at Schedule 3.

Casual minimum hours

The minimum period of engagement for a casual will be three hours, except that persons:

who are students (including postgraduate students) who are expected to attend the University on that day in their capacity as students; or

with a primary occupation elsewhere (or with the University), including retirement; or

who are examination supervisors (invigilators) or assistants,

will have a minimum engagement of one hour.

Without limiting the scope of this clause, for the purpose of this clause, a student will be taken as being expected to attend on any Monday to Friday during the main teaching weeks of the University, other than public holidays.

Where an award standard applicable to a particular occupational group provides for less than three hours, this lesser provision may apply unless there is an increase in the minimum engagement in those other awards¹.

In order to meet his or her personal circumstances, a casual may request and the University may agree to an engagement for less than the minimum of three hours.

Overtime for casuals

Overtime is paid to casuals in respect of work in excess of 20% of the ordinary weekly hours of an equivalent full-time staff member, on one day. In respect of the extra time

¹ The relevant Federal awards are as follows: Fruit and Vegetable Growing, Storing, Packing and Processing (AWU) Award 1999 (two hours), Family Day Care Services Award 1999 (two hours) while the relevant State (NSW) awards are as follows: The Hospitality Industry, Accommodation, Hotels, Resorts and Gaming Award 1998 (two hours), Pastoral Industry Award 1998 (one hour), Metal, Engineering and Associated Industries (State) Award (one hour), The Wine Industry Consolidated Award 1999 (one hour), Public Hospital Nurses (State) Interim Award (two hours), Horticultural Industry (State) Consolidated Award (one hour).

worked, the casual will receive the greater of overtime rates or the casual loading, but not both.

Payment within 22 days

The University will pay a casual within 22 calendar days of submission to the appropriate representative of the University (who shall be identified to the staff member) of a valid and completed claim for payment.

Casual student engagement

The University may engage undergraduate and postgraduate students who are enrolled in an award course at the University as casuals according to the following conditions.

Full-time students may work up to 20 hours per week.

The University may offer casual engagements under this clause to students until the completion of the student's candidature.

Employment under this clause is considered a reasonable ground for refusal to convert as per clause 0.

The normal span of hours for student casuals is from 7.00 am to 7.00 pm six days per week at ordinary rates. Where the student casual requests to work outside this span (for example, casual student shelvers in the Library), the University may agree and ordinary casual rates will be paid for work performed between the hours of 7.00 pm to 10.00 pm Monday to Saturday.

Student casuals working from home must be able to provide logs of computer time/email contacts if requested for audit purposes. All work performed by a student casual from his or her home must be approved in advance by the University, and will be paid for at ordinary casual rates.

Where a student works more than seven hours in one engagement, the overtime arrangements specified in sub-clause 32.9 will apply.

A student must not be required to work more than five hours without a 30 minute unpaid meal/rest break.

Where a student is rostered to work as a shift-worker, normal shift penalties apply.

Where possible, the University will give absolute preference to the casual employment of its students.

Casual conversion

Conversion may be to either a continuing appointment or to a fixed-term contract consistent with other Agreement provisions. The offer of conversion will indicate/specify the hours and pattern of work which will be consistent with the casual engagement, subject to due consideration of the University's operational requirements and the desirability of offering the casual work which is as regular and continuous as is reasonably practicable. The conversion offer will also constitute (and include such other details as are required for) a letter of appointment.

To be eligible to apply for conversion, a casual must be employed on a regular and systematic basis in the same or a similar and identically classified position in the same department (or equivalent - see Definitions at Clause 3) either:

over the immediately preceding period of 12 months and in those 12 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 staff member; or

over the immediately preceding period of at least 24 months.

For the purposes of this clause occasional and short-term work performed by a casual in another classification, job or department will not:

affect the casual's eligibility for conversion (if the casual otherwise satisfies the eligibility requirements above);

be included in determining whether the casual meets or does not meet the eligibility requirements.

Conversion may be applied for in writing by a casual when he or she believes that he or she meets the above criteria (that is, the University is not required to advise an individual casual that he or she is eligible to apply). A union may represent a member in making an application. However, upon engagement, the University will advise the casual that, after serving qualifying periods, some casuals may have a right to apply for conversion and a copy of this conversion clause will be made available. The University will also take reasonable steps from time to time to inform casuals (for example by including notices in University publications and on its website).

The University will not unreasonably refuse an application for conversion. However, it may refuse an application on reasonable grounds. Reasonable grounds include, but are not limited to, the following:

the casual is a student, or has recently been a student, other than where his or her status as a student is irrelevant to his or her engagement and the work required;

the casual is a genuine retiree, including a person who is in receipt of any form of income or benefit that is dependent upon him or her having retired;

the casual is performing work which will either cease to be required or will be performed by a non-casual within 26 weeks from the date of application;

the casual has a primary occupation with the University or elsewhere, either as a member of staff or as a self-employed person;

the casual does not meet the essential requirements of the position; or

the work is ad hoc, intermittent, unpredictable or involves hours that are irregular.

Whether there are reasonable grounds to refuse conversion will depend upon the entirety of the circumstances in the particular case. However, as general propositions, casuals who work a limited number of weeks each year, even if

those weeks are regular (including persons such as exam invigilators and persons employed to assist in enrolment periods), will be seen as working on an 'intermittent' basis and will be refused conversion.

Conversely, a casual who works from March to November each year, and who does not work for example on weekends, during semester breaks and over the long vacation, would not be considered 'intermittent' for the purposes of this clause.

The University must determine an application for conversion either by offering conversion to non-casual employment or by rejecting the application. If the University rejects the application, it must provide written reasons for rejecting it. If the application is accepted, the casual will be offered a non-casual position.

Conversion may be, but is not required to be, to part-year, annualised hours or seasonal employment. Conversion of a casual to part-year, annualised hours or seasonal employment may occur where by custom and practice the work has been performed by casuals on such a basis, or otherwise by agreement.

Casuals who are converted to another appointment will not have their casual service count as service for the purpose of calculating any other existing entitlements except any applicable unpaid parental/maternity/partner leave.

A casual whose application for conversion is rejected will not be entitled to apply again within 12 months except where that:

rejection is solely based upon the ground set out in sub-clause 0; and
ground ceased to apply.

A casual must not be engaged and re-engaged nor have his or her hours reduced in order to avoid any obligation under this clause.

33. Indigenous Australians' Employment

A representative committee will be established within the first six months after the date of certification of this Agreement to oversee the introduction of an indigenous employment and conditions strategy across the University. The composition of the committee will be agreed by the parties to this Agreement.

Key elements of a revised Indigenous Employment Strategy will include the following elements.

The establishment of a University-wide target for indigenous employment. Such target will encompass the 25 entry-level general staff positions and the eight trainee/cadet positions set out in the strategy, as well as setting a minimum target for indigenous academic appointments in the University's three Academic Colleges.

A commitment to indigenisation of the Koori Centre, Yooroang Garang and other designated program areas. In the first instance indigenisation will be pursued by giving priority to indigenous appointments to fill vacancies and/or new jobs as they arise. Such action will be accompanied by revised selection and appointment procedures designed to encourage and promote indigenous

application, consistent with the University's Indigenous Employment Strategy.

A review of current senior management with responsibility for indigenous matters, with a view to pursuing an appointment of a senior indigenous staff member at professorial level with overall responsibility for indigenous employment, policy, student and educational matters. The parties recognise that final determination of such an appointment (including the timing of the appointment, its level and its interaction with other indigenous matters) will be dealt with through the University's collegial academic processes and will include consideration of the desirability of an appointment at Pro-Vice-Chancellor (PVC) level.

Acknowledgment of indigenous community work as part of workloads for indigenous academic and general staff, on the basis that the current workload practices of the Koori Centre will be applied to encompass the community obligations of indigenous staff members in other areas of the University.

Up to five days special paid leave for cultural/ceremonial obligations at the discretion of the supervisor, as per Clause 48 Indigenous Staff – Cultural and Ceremonial Leave.

Consistent with the University's Indigenous Employment Strategy, indigenous persons may be employed as indigenous trainees, indigenous apprentices and/or indigenous cadets. Where the organisational unit concerned has determined that there is ongoing need and funding for the position, the University may offer an indigenous trainee, apprentice or cadet, who has completed the relevant course of training, a continuing appointment, subject to demonstrated satisfactory performance as per Part G Performance Management and Development.

34. Australian Workplace Agreements

The University may offer Australian Workplace Agreements in accordance with the Workplace Relations Act, 1996.

PART E: HOURS OF WORK ARRANGEMENTS

35. Hours of Work

If there is a conflict between the provisions of this clause and the University of Sydney (Farms) (Hours of Work) Industrial Agreement 1996, or the University of Sydney Camperdown/Darlington Campus Security Patrol Officers Schedule to this Agreement, or the University of Sydney Camperdown/Darlington Campus Traffic Information Officers Schedule to this Agreement, or the University of Sydney Teaching Hospitals (Veterinary Clinics) Schedule to this Agreement, the provisions of the Farms Hours of Work Agreement and the Schedules previously listed will apply.

General staff members are either day-workers or shift-workers.

The maximum number of hours of work a week of a day-worker or a shift-worker, paid at the ordinary rate of pay, is 38 hours for those staff who are responsible for the care of animals and 35 hours for all other staff.

The maximum number of hours that may be worked each day before overtime applies is seven hours 36 minutes for staff who are responsible for the care of animals and seven hours for all other staff.

Absence from duty

A staff member who reports for duty after his or her normal starting time, and/or who ceases duty before his or her normal finishing time, and who does not provide a satisfactory reason to the University for his or her absence, will lose salary equivalent to the duration of the absence(s).

The salary lost will be calculated to the nearest quarter of an hour.

Meal breaks

A staff member will not be required to work more than five hours without an unpaid meal break. This break will be at least 30 minutes and not more than one hour (except with the permission of the supervisor). If a staff member is required to work any part of the meal break, the time worked will be paid at the ordinary rate of pay.

A day-worker will not be required to work overtime beyond 7.00 pm without an additional unpaid meal break of at least 30 minutes.

If there is agreement between the University and the appropriate Union, a meal break taken by a shift-worker may be a paid crib break.

Washing time

Where a staff member is required to work in areas which are considered to be dirty, the staff member is allowed to have five minutes washing time at mealtime and at the end of the working day.

36. Hours of Work for Day-Workers

A day-worker is a staff member who works his or her number of hours of work a week paid at the ordinary rate of pay, within the span 7.00 am to 7.00 pm Monday to Friday excluding public holidays.

Flexible working arrangements

Day-workers may work hours outside the number and span of hours, paid at the ordinary rate of pay, by agreement between the University and the appropriate Union/s. There are no shift, weekend or public holiday loadings for time worked under such flexible working arrangements.

The span of hours of work for a day-worker paid at the ordinary rate of pay may be extended to include 7.00 am to 7.00 pm Saturday if agreed to by the day-worker and his or her supervisor. Agreement to work on Saturday must not be a requirement for offering or accepting a position and a staff member must not suffer any detriment for declining to agree to work on Saturday. If a Saturday is worked, the number of hours a week paid at the ordinary rate of pay must be worked so as to enable the staff member to have at least two days off within the calendar week.

A day-worker is entitled to work 19 days with one scheduled day off (SDO) within a four-week cycle, but may elect to take seven hours (or seven hours and 36 minutes in the case of 38-hour week staff) flexible time off within the same four-week cycle.

The pattern of hours worked to accrue time for and take flexible time off will be agreed between the day-worker and his or her supervisor, provided that the day-worker has the right to take the flexible hours off as a whole day. By mutual agreement with his or her supervisor, a day-worker who works a 35 hour week may accumulate up to six scheduled days off, or 42 hours flexible time off, over a six month cycle; and a day-worker who works a 38 hour week may accumulate up to six scheduled days off, or 45.6 hours flexible time off, over a six month cycle. All hours worked and absences are recorded formally in the department for accrual/audit purposes.

If a day-worker is unable to take or use scheduled days off or flexible time off by reason of management decision, the University will allow the days or hours to accumulate beyond the six month cycle. Where a staff member retires or resigns the University will pay the staff member the equivalent amount of up to six SDOs.

Time may only be accrued by the day-worker working additional time; no time is accrued when a day-worker is on leave or public holidays. All day-workers who opt to use flexible working arrangements will be covered by this clause.

Grandparenting provision

Day-workers employed at the date of certification of this Agreement and who were not required through custom and practice to accrue additional time to have an SDO (including not being required to accrue additional time to cover absences on public holidays, annual leave and sick leave during the 20-day cycle) may retain this custom and practice in the manner determined by Senior Deputy President Duncan on 28 August 2001 in the Australian Industrial Relations Commission [PR908233](#).

The parties are committed to work together through the JCC to identify, within 12 months from the date of certification of this Agreement, those day-workers who are eligible to retain the custom and practice. Day-workers who the parties agree are eligible will be asked to confirm that they wish to retain the custom and practice.

A day-worker, who it is agreed may retain the custom and practice, will have the appropriate reduction from his or her annual and sick leave balance if and when they are away on either annual or sick leave (but not public holidays and/or long service leave). The amount of annual/sick leave to be reduced will be noted on the day-worker's leave form; that is, the amount appropriate to make up the deficiency for the seven (or 7.6) hours required to take a day every 20 days, or a day every ten days if approved to continue on the nine-day fortnight arrangement (see Clause 0).

Nine-day fortnight

Staff members who are currently working a nine-day fortnight will continue to work a nine-day fortnight unless the staff member chooses to work a 19-day four-week arrangement, or not to work a flexible working arrangement.

If a staff member who works a nine-day fortnight transfers or is promoted to another position, he or she will continue to work a nine-day fortnight unless this is impracticable in the new position.

If a head of department wishes to change an existing working arrangement and/or discuss whether it is impracticable for a nine-day fortnight to be worked within a particular position, the following procedure will apply:

the head of department will explain to the staff member/s concerned the reason(s) for wanting to change the working arrangements and/or the reasons why a nine-day fortnight is not a practicable option for a particular position;

the staff member/s will be given an opportunity to respond to these reasons and suggest alternative arrangements if practicable;

if there is no agreement between the staff member/s and the head of department, the procedure at Clause 74 Industrial Dispute Settlement will be followed.

37. Hours of Work for Shift-Workers

A shift-worker is a staff member who works according to a shift roster and whose span of hours of work a week may extend beyond 7.00 am to 7.00 pm Monday to Friday.

The following shift loadings are paid to shift-workers in addition to their ordinary rates of pay.

10% for early morning shift which is any shift Monday to Friday starting between 4.00 am and 6.00 am;

Nil for day shift which is any shift Monday to Friday starting between 6.00 am and 10.00 am;

10% for early afternoon shift which is any shift Monday to Friday starting between 10.00 am and 1.00 pm;

12.5% for afternoon shift which is any shift Monday to Friday starting between 1.00 pm and 4.00 pm;

15% for night shift which is any shift Monday to Friday starting between 4.00 pm and 4.00 am;

30% for permanent night shift, which is when at least two-thirds of rostered shifts worked in each roster period are night shifts;

50% for Saturday provided that this loading is substituted for and not cumulative upon any other shift loading;

75% for Sunday provided that this loading is substituted for and not cumulative upon any other shift loading.

The rates of pay for public holidays as set out in sub-clauses 0 and 0 are substituted for and not cumulative upon any shift loading in sub-clause 0.

Work rosters for shift-workers

Work rosters for shift-workers will be posted in a readily accessible place such as a local notice board.

The rosters will show each staff member's ordinary starting and finishing times for each roster/shift he or she is required to work.

Changes to the shifts will be advised at least 72 hours before the changes become operational.

Changes to the rosters will be advised at least seven days before the changes become operational. There will normally be consultation at the local level about changes in the roster.

However, a shift or roster may be changed at any time to enable the functions of the University to continue; for example, where a shift-worker is absent because of illness or emergency.

If an alteration in the roster arises under sub-clause 0 and a staff member is required to work on a day which would have been his or her day off within the roster, then the time the staff member works on that day will be paid at overtime rates.

If a public holiday falls on a shift-worker's rostered day off, he or she will receive an extra day's leave (or may take a day's pay at the ordinary rate in lieu). The leave must be taken at a time convenient to the staff member and the University.

Places in rosters may be interchanged by agreement between staff members and their supervisor provided that the University does not incur any additional shift or overtime penalties as a result of the interchange.

38. Overtime

The University may require a staff member to work reasonable overtime at the rates set out in this clause.

A staff member whose base salary is more than the maximum rate of base salary for a Higher Education Officer Level 9 is not entitled to overtime pay or time off in lieu of overtime pay. However, the University may, in special circumstances, pay such staff overtime or give time off in lieu of overtime.

If possible a staff member must be given at least 48 hours notice of overtime to be worked. If notice is not given a staff member is not required to work overtime if he or she satisfies the University that there is a good reason why he or she cannot work overtime that day.

If a supervisor requires a staff member to work overtime, then the overtime worked outside the number and/or span of hours normally worked by a day-worker or rostered hours by a shift-worker is paid for at the rate of one and one half times the ordinary rate of pay for the first two hours and double the ordinary rate of pay thereafter until the end of overtime, except for:

overtime worked between midnight Saturday and midnight Sunday which is paid for at double the ordinary rate of pay with a minimum payment of four hours; if the overtime is for essential work on Sundays for feeding animals, watering etc. and is less than three hours, the minimum payment is for three hours; or

overtime worked on a public holiday which is paid for at two and one half times the ordinary rate of pay with a minimum payment of four hours; if the overtime is for essential work for feeding animals, watering etc. and is less than three hours, the minimum payment is for three hours.

If overtime is necessary, a staff member must have at least ten consecutive hours off between work on successive days, if reasonably practicable.

If a staff member works overtime and does not have ten consecutive hours off between the time he or she normally finishes work on a day and the time he or she would normally start work on the next day, the staff member:

must be released at the end of the overtime until he or she has had ten consecutive hours off, unless the supervisor directs the staff member to continue working; and

must be paid for the time he or she would have normally worked in the ten consecutive hours off work.

If a staff member resumes or continues work as directed by the supervisor, without having ten consecutive hours off, the staff member:

must be paid at the overtime rate until he or she is released from work; and

is entitled to be absent for ten consecutive hours without loss of pay for work occurring in that absence.

If a shift-worker works overtime for the purpose of changing shift rosters or does not report for work and a day-worker replaces him or her, then sub-clauses 0 and 0 apply as if eight hours were substituted for ten hours.

If a staff member is instructed to report for overtime on a day when he or she would not have had to work, and on reporting for work finds that there is no work, the staff member must be paid three hours overtime at that day's overtime rate.

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

Agreement to take time off in lieu instead of payment cannot be a condition of the staff member working overtime. Prior to the overtime being worked, the staff member should indicate if he or she wishes to take time off in lieu instead of payment for a period equal to the hours which 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.

Time off in lieu of an overtime payment must be taken at a mutually agreed time. A staff member may accrue up to three weeks time in lieu within a six month period. If at the end of the six month period the time in lieu has not been taken it must be paid out at overtime rates.

Casuals are entitled to be paid overtime in respect of work in excess of 20% of the ordinary weekly hours of an equivalent full-time staff member, on one day. The staff member will receive the greater of overtime rates or the casual loading, but not both.

39. On-Call Provisions

Staff members may be required to be on-call to make sure that the University operates effectively at all times because of the need for ongoing monitoring of equipment and/or services outside normal working hours.

A staff member who is on-call may be asked to work extra hours after leaving the University which are outside of his or her ordinary hours of work. In some cases this means he or she must make sure he or she can be contacted during a specified period and is able to start work within a reasonable time.

A staff member is expected to perform the work required during the on-call period. He or she may be able to do the work without having to return to the University.

The times during which a staff member is expected to make himself or herself available will be specified in advance and he or she will be paid an allowance for the time spent on-call.

A staff member will only be paid under this clause if he or she has been rostered to be on-call by the relevant supervisor.

A staff member on-call must be available for discussions with other staff members, and/or call-back to the workplace or home (if applicable), in order to solve a problem at the workplace or home.

A staff member who is on-call is not required to stay at home, but he or she must make sure that he or she can be contacted and is able to start work within a reasonable time.

A staff member on-call may be required to carry either a mobile phone or a pager and have access to a modem and work station at home.

The University will provide the mobile phone, pager or modem and work station (if applicable). This equipment remains the property of the University.

A staff member on-call will not be paid for the on-call period, or part of the on-call period, if he or she was not available or was unable to work due to illness or other circumstances beyond his or her control.

Problem solving from home

If a staff member on-call is asked to solve a problem related to a computer application system by telephone or computer modem link he or she will be paid:

for terminal set-up time and the time taken to solve the problem, at overtime rates as in sub-clause 0, with a minimum payment of one hour, or

under the provisions of sub-clauses 0 and 0 if the problem cannot be solved by the staff member except by calling the staff member back to work. If the call-back occurs during the minimum payment of one hour, the minimum payment of one hour will be part of the four hour payment for call-back and the starting time of the call-back will be the time that applied as in sub-clause (0.) of this clause and will include the staff member's travelling time.

If a staff member on-call is asked again to solve the same or a related problem that could reasonably have been solved the first time he or she was asked, the staff member will be paid for the total time worked or the minimum payment of one hour, whichever is the greater.

Payment for call-back

If a staff member has left work at the University at his or her normal finishing time and is called back to solve a problem he or she will be paid overtime rates as in sub-clause 0 and will be paid a minimum of four hours work, which will include travelling time. 'Travelling time' means the reasonable time taken by a staff member to travel to the University and to return to his or her home or starting point, whichever is applicable.

If a staff member is called back again, and the reason for the call-back is the same or a related problem that could reasonably have been solved during the earlier call-back, the staff member will be paid overtime rates as in sub-clause 0 for the total time worked. This will include travelling time for the first call-

back but will not include travelling time on any further call-backs. The staff member will be paid a minimum of four hours for all the work done to solve the problem regardless of the number of call-backs.

The provisions of sub-clauses 0 to 0 will apply.

Transport

If a staff member uses his or her own car for a call-back to the workplace or home, he or she will be paid the University's Motor Vehicle Usage Allowance.

If a staff member uses a taxi the fares will be reimbursed. Approval to use a taxi must be obtained before the roster begins. If possible, the staff member will be issued with taxi vouchers or a taxi charge card, and the normal delegations and audit provisions of the University will apply.

If a staff member is provided with a vehicle solely for the roster then the vehicle must only be driven to and from the workplace. It is not available for private use. A vehicle will only be provided to a staff member who holds a current NSW driver's licence.

Telephone

If a mobile phone is not provided, a rostered staff member will be reimbursed for all work-related calls made from his or her phone during the roster period.

If a mobile phone is provided, only calls associated with work can be made from the phone.

40. Public Holidays

A staff member (other than a casual) who is not required to work on a public holiday will be paid at the ordinary rate of pay for the following holidays:

- New Year's Day
- Australia Day
- Good Friday
- Easter Monday
- Anzac Day
- Queen's Birthday
- Labour Day
- Christmas Day
- Boxing Day

and all other proclaimed Public Holidays for the State of New South Wales.

A staff member required to work on a public holiday will be paid double time and one half of the ordinary rate of pay for the hours worked. This payment will be instead of any loading payable in sub-clause 0.

The first working day after Boxing Day public holiday will be treated by the University as a public holiday in lieu of the August Bank Holiday.

A part-time staff member will be paid for public holidays occurring on days which he or she would normally have worked, for the hours he or she would normally have worked.

PART F: LEAVE**41. A Year of Employment**

For the purposes of Part F, unless otherwise defined, a year of employment means 12 months of paid service commencing from the staff member's anniversary date of appointment. This applies to all forms of leave except for Defence Forces Training Leave.

42. Annual Leave

Eligibility for Leave

A staff member (other than a seven-day continuous shift-worker or a casual) will be entitled to four weeks annual leave at his or her ordinary rate of pay for each 12 months of paid service. A staff member will also be paid at his or her ordinary rate of pay for any public holiday which falls during his or her absence on annual leave.

A seven-day continuous shift-worker will be entitled to five weeks annual leave at his or her ordinary rate of pay after 12 months paid service as well as any public holiday which falls during his or her annual leave.

A casual is not entitled to annual leave or annual leave loading.

Leave without pay is not counted as service for calculating annual leave entitlement.

If a staff member takes another form of leave on half-pay, his or her annual leave will accrue at half the rate for the period of the other form of leave taken.

Taking Annual Leave

The University and a staff member may agree to annual leave being taken in broken periods during or after each 12 months of service. However the leave taken must not exceed the proportion of leave the staff member has accrued at the date of the start of the leave, other than staff employed on fixed-term contracts of employment.

The University may reasonably direct a staff member to take a minimum of ten days annual leave within any 12 month cycle at a time convenient to the University. However the University will consider the wishes of the staff member as to when he or she wants to take annual leave, as far as is practicable.

The University may allow a staff member to accumulate up to 40 days annual leave entitlement.

Any amount of annual leave accumulated in excess of 40 days will be forfeited. However the staff member must first be:

advised in writing that his or her leave will be forfeited if not taken within three months

given the opportunity to take the leave.

Inter-action with Sick leave

If a staff member who is eligible for sick leave provides a satisfactory medical certificate showing that he or she has been sick for a period of one week or more while on annual leave, the University will re-credit the staff member with an equivalent period of annual leave and debit the staff member's sick leave entitlement, except for annual leave taken immediately before retirement, resignation or end of employment.

Leave arrangements at the end of employment

A staff member will be paid in lieu for any annual leave he or she is entitled to at the time of ending his or her employment but this does not include leave forfeited under sub-clause 0. This payment will be calculated at the staff member's ordinary rate of pay at the date of the end of his or her employment.

Unless otherwise required by law, if a staff member dies, the monetary value of his or her annual leave at the time of death will be paid to his or her legal representative unless it is paid to his widow or her widower or the guardian of the staff member's infant children.

Annual Leave Loading

A staff member (other than a seven-day continuous shift-worker or a casual) is entitled to an annual leave loading payment which will be 17.5% of the value of 4 weeks annual leave (or pro-rata as appropriate). However, the payment will not exceed the loading calculated on the base Higher Education Officer Level 10 salary.

Annual leave loading is paid at the ordinary rate of pay applicable as of 30 November of each year and will be paid in one payment in December of each year.

A shift-worker taking annual leave will be paid the greater of shift penalties (or other allowances paid in lieu of shift penalties) that he or she would have received had he or she not been on annual leave, or the 17.5% annual leave loading.

A shift-worker will not be paid for shifts which occur on public holidays during annual leave, or for compensatory leave which has been added to a period of annual leave for public holidays worked, or for public holidays which fall on a seven-day continuous shift-worker's scheduled day off.

Annual leave loading is not paid for broken service during a year. For example, if a staff member resigns and then is re-employed during the same year, annual leave loading is calculated from the date of re-employment.

If the employment of a staff member ends for any reason except for misconduct, the staff member will be paid pro-rata annual leave loading for any annual leave which has accrued. The amount of pro-rata annual leave loading will be calculated to the nearest completed month.

43. Bereavement Leave

The University may give a staff member paid leave because of the death of an immediate family member.

A staff member is entitled to up to three days paid bereavement leave a year.

Bereavement leave cannot be taken during any other period of leave.

The University may grant additional bereavement leave if the circumstances justify it.

44. Career Development Leave

A staff member will be entitled to convert up to five days of his or her sick leave entitlement each year to career development leave.

Career development leave will be in addition to the University's existing study leave and other staff development policies. No existing rights, benefits or conditions concerning study leave and staff development will be diminished as a result of this sub-clause.

45. Carer's Leave

Carer's leave is leave to care for a family member who is ill or incapacitated.

A staff member must have responsibility for the care of a family member, who may be either a member of the staff member's household or an immediate family member. Staff members with shared responsibility for the care of a family member may not access this entitlement on the same day or days, unless they can demonstrate exceptional circumstances to the University's satisfaction.

A staff member may convert five days of his or her sick leave entitlement each year to carer's leave and accumulate up to a maximum of ten days in two years under the provisions of Clauses 0, 0 and 0 Sick Leave.

When converting sick leave to carer's leave, a staff member must provide a medical certificate for illness or incapacity of the family member for absences of five consecutive working days or more.

A staff member who is absent on carer's leave must (if practicable):

tell the University within 24 hours of the start of absence that he or she cannot attend work;

state the nature of the illness or incapacity of the family member; and

state the estimated time he or she will be absent.

To assist staff with family responsibilities a head of department may agree to a staff member:

taking up to two weeks annual leave in single days;

taking unpaid leave to enable him or her to care for a family member who is ill or incapacitated;

taking time off in lieu of overtime; and/or

working 'make up' time where he or she may do additional work to make up for time taken.

46. Defence Forces Training Leave

The University will grant a staff member who serves on a part-time basis in the Australian Defence Forces Reserves paid leave to attend Defence Forces training as follows.

Annual training

- Navy - 13 calendar days each calendar year.
- Army - 14 calendar days each calendar year.
- Air Force - 16 calendar days each calendar year.

School, class or course of instructions

- Navy - 13 calendar days each calendar year.
- Army - 14 calendar days each calendar year.
- Air Force - 16 calendar days each calendar year.

The University may grant a staff member a maximum of four days additional leave each year if his or her commanding officer states in writing that additional training is necessary.

The University may allow a staff member to take further leave to attend training as annual leave or leave without pay.

The University may refuse a staff member's application to attend training if it is not convenient for the University at the time. However the University must give the staff member leave to attend equivalent training.

47. Emergency Services Leave

The University may grant three days emergency services leave to a staff member who is a member of a voluntary emergency services organisation which is an accredited organisation defined within the NSW State Emergency and Rescue Management Act to assist in fire fighting or other forms of emergency assistance and to undertake related training. The University may grant additional emergency services leave as needed. When requested to do so by the University, staff will provide documentary evidence of their membership, training requirements and call-outs attended.

48. Indigenous Staff - Cultural and Ceremonial Leave

The University may grant indigenous Australian staff up to an additional five days special paid leave for the staff member to attend indigenous cultural/ceremonial obligations. Staff will provide appropriate documentation to their supervisor.

49. Jury Service

A staff member who is required to serve on a jury will notify his or her supervisor as soon as possible of the date/s when he or she is required.

The staff member will give his or her supervisor proof of his or her attendance.

The staff member may choose to:

- apply for special leave, and if such leave is granted, the staff member will reimburse the University all of the monies he or she receives from the Sheriff's Office other than the travelling expenses, or

apply for leave without pay, and if such leave is granted, the staff member may keep all of the monies he or she receives from the Sheriff's Office; or

keep the monies received from the Sheriff's Office and be reimbursed by the University for an amount equal to the difference between what he or she received from the Sheriff's Office for jury service, and his or her normal salary for the duration of the jury service.

50. Leave Without Pay

The University may agree to a staff member taking leave without pay and the conditions under which it is taken.

A staff member must apply for the leave in writing stating the circumstances which support the application.

Leave without pay will not be counted as service for any purpose (except as allowed for in sub-clause 0 Long Service Leave and sub-clause 0 Parental Leave). However, leave without pay does not break continuity of service.

51. Long Service Leave

A staff member (except a casual) will be entitled to long service leave as follows:

after a total of ten years service (continuous or broken), three months leave on full pay or six months leave on half pay;

after a total of 15 years service (continuous or broken), four months and 15 calendar days leave on full pay or nine months leave on half pay;

a total of between ten and 15 years service (continuous or broken), leave will accrue proportionately as in sub-clause 0.

after a total of 15 years service (continuous or broken), in addition to leave as set out in sub-clause 0, leave will accrue proportionately at the rate of two months and 15 calendar days on full pay, or five months on half pay, for each completed five years of employment;

if a staff member has five years continuous paid service within his or her current employment relationship with the University (which may include a series of contiguous contracts), but less than ten years continuous paid service, and his or her employment is terminated by:

the University, for any reason other than serious and wilful misconduct;
or

the staff member because of illness, incapacity or domestic necessity; or

the staff member's death;

the staff member (or in the case of sub-clause (0.) above, his or her estate) will be entitled to a proportional amount of long service leave, based on three months for 15 years employment.

If a staff member was entitled to long service leave under sub-clauses 0 to 0, but before taking the leave his or her employment ends, he or she will be entitled to be paid the monetary value of the leave entitlement. This entitlement will be calculated at the rate of salary which the staff member was receiving immediately before the employment was ended.

Unless otherwise required by law, if a staff member dies the monetary value of the long service leave will be paid to the legal representative unless it is paid to the staff member's widow or widower or guardian of the staff member's infant children.

For calculating service under sub-clause 0:

any period of leave without pay will not count as service for deciding if a staff member has ten years service;

any period of leave without pay taken before completing ten years service will not count as service;

any period of leave without pay of six months or less taken after completing ten years service will count as service;

any period of leave to serve in the Australian Defence Force will count as service;

if a staff member takes another form of leave on half-pay, his or her annual leave will accrue at half the rate for the period of the other form of leave taken.

If a staff member started employment with the University on or after 1 January 1974 his or her eligibility for long service leave will be determined by recognising his or her prior continuous employment with NSW Universities, and with any other Australian Universities which give transferability of employment for long service leave.

Provided that:

continuous paid employment with other Australian Universities before 1 January 1969 will not count towards eligibility for long service leave;

if a staff member has taken long service leave or is eligible to be paid or has been paid in lieu by the releasing University, the staff member will not accrue leave for the period of employment with the releasing University for which leave has been paid or is eligible to be paid; the period will be included as qualifying employment for deciding when the staff member is eligible to take long service leave;

employment will not be deemed to be broken for deciding long service leave, if there is no more than two months between the end of employment with the releasing University and the start of employment with the receiving University; however the period between the two contracts of employment will not be taken into account when calculating employment for long service leave; and

a staff member must have at least five years continuous paid employment with the University before he or she can take long service leave or receive pay in lieu, on ending employment; however payment in lieu will be made if a staff member dies, retires after the age allowed for retirement under the rules of the staff member's superannuation fund, or receives an invalid or breakdown pension under the provisions of his or her superannuation fund.

Long service leave must be taken at a mutually agreed time. If an agreement cannot be reached between the staff member and his or her supervisor or the head of department the matter will be referred to the Delegated Officer with the responsibility for staffing.

A staff member who was given more favourable long service leave conditions before 18 October 1989 will not be disadvantaged for any period of employment before that date.

The University may agree to a staff member taking long service leave in advance after the staff member has completed at least seven years continuous employment. This leave in advance may be taken as one month on full pay or two months on half pay only.

52. Parental Leave

Definitions of words contained in this clause.

‘Child’ means:

a child (or children from a multiple birth) born to a staff member or a staff member’s partner; or

a child who is placed with a staff member through an adoption process and who:

is less than five years of age;

is not the birth child of the staff member; and

has not lived continuously with the staff member for six months or longer.

‘Expected date of birth’ means the date certified by a medical practitioner or midwife to be the date on which a staff member or his or her partner is expected to give birth.

‘Expected date of placement’ means the date on which an adopted child is expected to be placed with the staff member.

‘Full or half-time salary’ means the full or half-time salary of the staff member’s substantive position.

‘Parental leave’ means an unbroken period of leave that includes the following types of leave:

adoption leave;

maternity leave;

partner leave;

special maternity leave.

‘Partner’ means the partner of a staff member and includes a de facto and/or same sex partner.

‘Primary care giver’ means a staff member who has provided a statutory declaration confirming that he or she has primary responsibility for caring for his or her child.

‘Week’ means a five-day working week.

General principles

A staff member’s total absence on parental leave will not exceed 52 weeks from the date of commencement of the leave.

A staff member's total absence on parental leave will not exceed 52 weeks from the date of birth (or placement) of the child.

All paid maternity leave and parental leave not accessed within 52 weeks of the date of birth (or placement) of the child will be forfeited.

If a public holiday falls in a period of parental leave, it counts as part of the parental leave.

If a public holiday falls in a period of paid parental leave, the staff member will be paid the same rate for the public holiday as the rate paid for the parental leave.

Unpaid parental leave

A staff member may take up to 52 consecutive weeks of unpaid parental leave, less any period of paid leave taken.

A staff member may apply for annual leave or long service leave instead of unpaid leave, provided that the total absence does not exceed 52 weeks.

A casual who:

- has worked for the University on a regular and systematic basis for at least 12 months; and

- has a reasonable expectation of ongoing employment on a regular and systematic basis;

may take up to 52 consecutive weeks of unpaid parental leave in connection with the birth or adoption of a child.

Maternity leave

A female staff member who has less than 12 months continuous paid service at the expected date of birth is entitled to paid maternity leave at the rate of one week for each completed calendar month of service.

A female staff member who has 12 months or more and two years or less continuous paid service at the expected date of birth is entitled to:

- 14 weeks maternity leave at full pay; or

- 28 weeks maternity leave at half pay.

A female staff member who has more than two years continuous paid service at the expected date of birth is entitled to maternity leave or equivalent benefits to the value of 36 weeks salary comprising:

- 14 weeks maternity leave at full pay; and

the equivalent value of 22 weeks at full pay, which may be taken as:

- 38 weeks maternity leave at 0.6 FTE; or

- a funded return to work program which may include a mix of:

staff development opportunities (including funding or time release for further study);

research funding;

access to conference leave; or

other return to work assistance approved by the University;
or

a combination of sub-clause 000. and 00.; or

leave by her partner, provided that her partner:

- works for the University; and
- will be the primary care giver for the child.

All paid maternity leave will be paid at the female staff member's salary.

All paid maternity leave not accessed within 52 weeks of the date of commencement of the female staff member's leave will be forfeited.

If the female staff member's salary changed temporarily due to her moving to a reduced hours position/arrangement because of her pregnancy, maternity leave will be paid at the female staff member's salary immediately prior to the reduction in hours.

A female staff member may apply for a lesser period of paid leave, in which case the balance of the leave is forfeited.

A female staff member must give the University:

at least ten weeks notice of the expected date of birth; and

at least four weeks prior to the commencement of maternity leave, an application for leave that includes:

notice of the date on which maternity leave is expected to start and finish;

a certificate from a medical practitioner or midwife stating the expected date of birth; and

details of how she wishes to access her maternity leave (including any details of return to work assistance).

A staff member is not entitled to maternity leave earlier than 14 weeks prior to the expected date of birth. A staff member may access other forms of leave prior to that date.

A staff member is not entitled to commence paid maternity leave more than 14 weeks after the date of birth (or placement) of the child.

A female staff member whose child is stillborn is entitled to a maximum of 14 weeks paid maternity leave. A medical certificate must be provided.

Special maternity and sick leave

A female staff member may apply for unpaid special maternity leave, or may take paid sick leave, if her pregnancy terminates before the expected date of birth, or for a pregnancy-related illness. A medical certificate must be provided.

Partner leave

A staff member may apply for an unbroken period of up to one week of unpaid leave at the time of the birth of his or her child ('short partner leave').

A staff member may apply for a further unbroken period of unpaid leave to be the primary care giver for the child ('extended partner leave').

A staff member must give the University:

at least ten weeks notice of his or her intention to take extended partner leave; and

at least four weeks prior to the commencement of partner leave, an application for leave that includes:

notice of his or her intention to take partner leave;

notice of the date on which short or extended partner leave is expected to finish; and

a certificate from a medical practitioner or midwife stating that the staff member's partner is pregnant and giving the expected date of birth.

A staff member applying for extended partner leave must also give the University a statutory declaration giving:

the period of extended leave sought; and

advice confirming that the staff member will be the primary care giver during the period of leave.

Adoption leave

The provisions of sub-clauses 0 to 0 Maternity Leave and 0 to 0 Partner Leave apply to a staff member who is adopting a child.

As per 0, a staff member may take a further unbroken period of unpaid leave to be the primary care giver for the child ('extended adoption leave').

A staff member may apply for up to two days unpaid leave to attend compulsory interviews or examinations for the adoption process.

A staff member must give the University:

at least ten weeks notice of the expected date of placement; and

at least 14 days prior to the commencement of adoption leave, or otherwise as much notice as practicable after notification of the

expected date of placement, an application for leave that includes:

the date on which adoption leave is expected to start;

the date on which adoption leave is expected to finish.

A staff member applying for extended adoption leave must also give the University a statutory declaration giving:

the period of extended leave sought; and

advice confirming that the staff member will be the primary care giver during the period of leave.

appropriate documentation from the relevant adoption agency concerning the expected date of placement

Where both partners work at the University

A staff member's entitlement to parental leave is reduced by any period of parental leave taken by his or her partner in respect of birth or adoption of the same child, other than when 0 applies.

Notice of return from parental leave

A staff member must give the University at least four weeks notice in writing of the expected date of return to work from parental leave.

A notice provided by a staff member under sub-clause 0 will either confirm the date given in the original application for leave or give a new date of expected return.

A staff member may apply to extend any period of parental leave once only, provided that the application for extension:

is in writing;

is made at least four weeks before the end of the leave previously granted; and

indicates a new date on which the leave is expected to finish (within the 52 weeks provided by sub-clause 0).

Where information provided by the staff member in his or her original application for leave has changed, the staff member must provide revised documentation to support:

the extension/changes to the leave application; and

any proposed changes to the return to work assistance previously requested.

Return to work after parental leave

A staff member is entitled to return to the position that he or she held immediately before taking parental leave, except that if a female staff member:

was transferred to a safe job because of her pregnancy, the relevant position is the position held immediately before the transfer; and/or

began working part-time because of the pregnancy, the position is the position held immediately before the staff member began working part-time; and/or

immediately before starting maternity leave, was acting in or temporarily performing the duties of a position for a period equal to or less than the period of leave, the relevant position is the position held by the staff member immediately before taking the acting or temporary position.

A staff member may apply to work part-time for a set period after return from parental leave, before returning to his or her previous full-time position. Any part-time work arrangement that is agreed will be recorded as a variation to the contract of employment between the University and the staff member. The arrangement will specify whether and when the staff member will return to full-time employment.

A female staff member may apply to return to work from maternity leave earlier than the leave dates agreed if:

the pregnancy terminates without the birth of a living child; or

the staff member gives birth to a living child but the child later dies.

A female staff member who applies to return to work early under sub-clause 0 must return to work no later than four weeks after the University received her application to return to work.

Conditions for return to work

A staff member who applies to take the equivalent value of 22 weeks at full pay referred to in sub-clause 0. will be required to enter into a written agreement with the University requiring him or her to:

return to work for a period of at least 26 weeks following his or her parental/maternity leave; or

repay all monies received or paid in excess of the 14 weeks paid maternity leave referred to in sub-clause 0.

Where a staff member does not return to work, the University will deduct the monies to be repaid from any outstanding entitlements that would normally be paid on termination of employment and, if there is any balance, seek reimbursement from the staff member.

Return to work during parental leave

A staff member may apply to work on a full-time, part-time or casual basis within the period of parental leave, provided that the total period of parental leave does not exceed 52 weeks from the date of commencement.

Effect of parental leave on employment

An absence of a staff member on unpaid parental leave:

does not break continuity of service;

will not count as service for annual leave, incremental progression or any other purpose (except that six months or less will count for long service leave periods in the case of a staff member with ten years or more paid service).

An absence of a staff member on paid parental leave counts as service for all purposes. Leave taken at less than full pay will affect the accrual of annual leave.

When a staff member is on paid parental leave, the University contributions to the staff member's superannuation fund will be paid, provided that the superannuation scheme allows for such payments.

Fixed-term appointments

A staff member employed on a fixed-term contract will cease to have an entitlement to parental leave upon the date the contract expires, except:

where the contract expires when a female staff member is at least 20 weeks pregnant and the employment is not continued beyond the expiry date of the contract, the staff member will be entitled to 14 weeks paid maternity leave unless:

she was offered and refused an offer of a further fixed-term contract of employment which was broadly comparable to her existing position; or

a significant majority of the duties and responsibilities of the fixed-term position are no longer being performed; and

where a female staff member is on maternity leave at the time the contract expires and is subsequently offered and accepts a further fixed-term contract of employment, the staff member will retain her entitlement to the balance of the maternity leave.

Subsequent applications for paid maternity leave

Where a staff member has previously taken the equivalent value of the 22 weeks at full pay referred to in sub-clause 0 and the staff member becomes pregnant and wishes to take paid maternity leave:

- i. two years or less after completion of the previous period of maternity leave, the staff member is eligible to receive 14 weeks paid maternity leave only;
- ii. more than two years after completion of the previous period of maternity leave, the staff member is eligible to receive the maternity leave referred to in sub-clauses 0 and 0.

53. Sick Leave

A staff member (other than a casual) will be entitled to sick leave with pay if he or she satisfies the University that he or she is unable to work because of illness or incapacity.

A staff member is not entitled to be paid sick leave if he or she is being paid workers' compensation.

For the purposes of this clause, one year of continuous service means a yearly cycle starting from the date of employment.

A staff member with less than one year of continuous service is entitled to two weeks sick leave on full pay.

A staff member with one year or more of continuous service is entitled to ten weeks sick leave on full pay.

If a public holiday which would normally be a working day falls during a period of sick leave, it will be counted as a day of sick leave.

If a staff member has not taken the full amount of sick leave available in the previous year of service, the leave not taken will be added to his or her entitlement on the anniversary of appointment and remain to his or her credit for 12 months from that date.

A staff member who has 20 years or more service will be entitled to sick leave on full pay (to the extent that it is more advantageous than as set out in sub-clauses 0 and 0) as follows:

two working weeks sick leave for each year of service less the amount of sick leave already taken on full pay;

the maximum sick leave on full pay which may be granted to a staff member under this sub-clause will be the equivalent of one calendar year less the amount of sick leave already taken on full pay.

A staff member may take up to five separate absences on sick leave in one year of service without providing a medical certificate. If he or she has taken more than five separate absences on sick leave he or she must provide a medical certificate for each additional absence.

If any absence on sick leave is for more than three days, a staff member must provide a medical certificate stating the nature of the illness or incapacity.

If a staff member has taken more than four weeks sick leave in any one year of employment the University may require the staff member to be examined by a medical specialist for an opinion on the staff member's medical condition, provided that:

a staff member's head of department may waive the requirements of sub-clause 0; or

if a staff member has more than five absences in one year of employment, the University will advise the staff member that he or she must provide a medical certificate for the next absence on sick leave.

A staff member may apply for additional sick leave if he or she is seriously ill and suffering substantial hardship and has used up all of his or her sick leave entitlement. The staff member must apply in writing to the Delegated Officer responsible for staffing giving supportive evidence including a medical certificate.

A staff member who is absent because of illness or incapacity must (if practicable):

tell the University as soon as possible and no later than 24 hours from the start of absence that he or she cannot work;

state the nature of his or her illness or incapacity; and

state the estimated time he or she will be absent.

54. Special Leave

The University may give a staff member special leave for any special purpose.

A staff member is entitled to up to three days paid special leave a year.

Special leave cannot be taken during any other period of leave.

The University may grant additional special leave if the circumstances justify it.

55. Staff Called as Witnesses

A staff member who has been subpoenaed, summoned or called as a witness will advise his or her supervisor of the required absence. The staff member will either take annual leave, access any banked scheduled days off or time in lieu of overtime, or apply for leave without pay to cover the period of absence.

A staff member who is required to be a witness in either:

proceedings related to either a University Award or Agreement; or

proceedings on behalf of the University; or

proceedings where the terms of employment of the staff member are the subject of an industrial dispute which has been referred to the Commission for resolution under the terms of this Agreement;

will be regarded as being on duty and will not receive witness fees for the period of time that he or she is required.

56. Union Training Leave

The University will grant a staff member who is a member of a Union which is a party to this Agreement leave to attend a Trade Union course if it is convenient for the University to do so.

A staff member's application for leave must include a statement from the Union that it has nominated the staff member and supports the application.

Leave of up to maximum of six days in any 12 months is allowed.

PART G: PERFORMANCE MANAGEMENT AND DEVELOPMENT

57. Performance Management and Development

The University's Performance Management and Development (PM&D) Program is the overarching process for performance evaluation including probation. PM&D applies to all full-time and part-time staff on continuing appointments and to staff on fixed-term contracts of a period greater than 12 months. The University will continue to consult with the Unions and staff regarding the development and implementation of PM&D.

58. Annual Activities Evaluation

Each staff member should submit an Annual Activities Evaluation (AAE) form to his or her supervisor on an annual basis. The AAE form is to identify the core activities undertaken by the staff member during the previous 12 months. A copy of the AAE form will be kept by the supervisor in a secure location.

The AAE Form may be used in the following processes for assessing the performance of a staff member:

probation review;

incremental salary progression;

performance recognition and progression; and

for other purposes as may be considered appropriate by the University following consultation with the parties.

59. Probation

The University may engage staff on a probationary basis.

Other than for staff employed on fixed-term contracts which are externally-funded, the period of probation may be up to six months. Staff who are employed on fixed-term contracts which are externally-funded may serve a probationary period of up to 12 months.

The period of probation must be reasonable, commensurate with the nature of the position (ie the probationary period must be directly related to the nature of the work to be carried out) and notified to the staff member in advance of taking up the position. The period of probation may be extended for up to a further three months if considered justified by the University.

Where a staff member employed on a fixed-term contract has successfully completed probation (ie the appointment has been confirmed), any renewal of the fixed-term contract shall not contain a probationary period.

The successful completion of probation requires a PM&D evaluation with an overall rating of 'satisfactory' or higher.

If a staff member's work performance is satisfactory his or her head of department may recommend the confirmation of appointment prior to the end of the probation period.

The staff member will be advised of, and given an opportunity to respond to, any adverse material about the staff member that the University intends to take into account in a

decision to either extend the period of probation, or terminate the employment upon or before the expiry of the period of probation.

During the probationary period employment may be ended by the University or the staff member giving one week's notice, or by the University paying or the staff member forfeiting one week's salary in lieu of notice.

60. Incremental Progression

A staff member is eligible for consideration for progression to the next salary step of his or her HEO Level on the anniversary of his or her appointment to his or her position following twelve months paid service. In order for incremental progression to occur, the staff member must have had a PM&D evaluation.

At the beginning of an incremental progression cycle a staff member and his or her supervisor will determine:

reasonable performance objectives for the staff member for the cycle, based on clearly stated performance objectives, which may involve training and development; and

how and when the staff member's performance will be reviewed within the PM&D program.

Incremental progression may only be deferred because of unsatisfactory conduct or receiving an overall rating of 'not meeting performance objectives'.

A decision to withhold a salary increment must be authorised by the relevant supervisor. If incremental progression is deferred a staff member will be notified in writing of the reasons for the deferral by the University and will be given the opportunity to respond. A copy of the staff member's response will be placed on the staff member's personnel file.

61. Performance Recognition and Progression

The granting of an accelerated salary increment for the next 12 months, including into the next level, will be considered for general staff where evidence can be produced by the supervisor to show that the staff member has received an overall assessment of 'outstanding' in the PM&D evaluation for the last 12 months.

The decision to grant an accelerated salary increment will be reviewed annually through a PM&D evaluation, at which time the supervisor will make a recommendation based on the performance throughout the previous 12 month performance period. It is important to note that performance recognition can be non-salary related.

Where a staff member is awarded an accelerated salary increment, this is in recognition for the staff member's outstanding performance in his or her particular position. If the staff member moves or is transferred to a different position, the staff member will no longer receive the higher salary; rather, he or she will receive the normal salary for the different position.

62. Staff Development

The University is committed to the on-going development of its staff in the interests of the staff members and the institution.

Staff members will be provided with the opportunity to develop their skills and effectiveness within the University, and to promote improved performance and efficiency through their participation in:

staff development programs; and

a review of their activities and performance with their supervisor.

Such reviews should occur on an annual basis. Staff members and their supervisors may agree to hold reviews less frequently.

Staff development programs should be compatible with and promote equal opportunity and affirmative action policies, offer staff the opportunity for impartial appraisal of their performance and provide avenues to develop in identified areas where appropriate.

All staff will have access to a range of staff development opportunities.

Staff development programs should include components for:

new staff members;

on-going staff development in administration;

training of supervisors in staff assessment techniques.

In order to facilitate staff development programs, the University will maintain a staff development unit and/or units with adequate staff and adequate resources, readily accessible to all levels of staff. It is noted that staff development functions are also undertaken by a range of organisational units.

Organisational unit(s) dedicated to staff development will be staffed by appropriately qualified and experienced professional staff, who will be involved in the development, implementation and supervision of the University's staff development programs.

63. Staff Supervision

Each staff member will have a nominated supervisor, and at the time of taking up a position will be advised in writing of the name and/or position of the nominated supervisor.

The supervisor will be the head of the organisational unit in which the staff member is employed, provided that the relevant Deputy Vice-Chancellor or Pro-Vice-Chancellor may delegate in writing another staff member classified at an appropriate level to be supervisor of one or more staff or group(s) of staff.

Supervisors will provide leadership and are responsible for monitoring the performance of staff members and for providing assistance to staff members whose performance is assessed as requiring improvement.

The primary purposes of any performance assessment and development process are to:

provide assistance to any staff member whose performance is assessed as requiring improvement; and

recognise outstanding performance.

Assessment of under-performance by a supervisor based on an overall performance rating of 'not meeting performance objectives' may lead to a performance improvement plan and the deferral of incremental progression, and if not resolved may ultimately lead into unsatisfactory performance processes if the agreed improvement does not occur within a specified time frame.

A situation where a staff member's performance is assessed as requiring improvement will be resolved through guidance and the setting of an appropriate time-line to achieve this. The time period within which reasonable improvement can be expected will be recorded on the AAE form for purposes of follow up. The supervisor will retain a copy of AAE form for each staff member in a secure location.

Supervisors will be given appropriate training in the assessment of staff, and the relevant provisions of this Agreement.

64. Unsatisfactory Performance Procedures

The first principle is that a supervisor must make every effort to resolve instances of unsatisfactory performance through guidance, counselling and appropriate staff development, or appropriate work allocation, before a possible report to the Delegated Officer or nominee. Such counselling may be in the form of an improvement plan developed at the point where under-performance has been identified through the performance management and development process.

At the request of the staff member, a supervisor must consult with colleagues in the organisational unit before making a formal report to the Delegated Officer.

The first step in the procedure is as follows:

where a supervisor is of the view that the performance of a staff member is unsatisfactory, the supervisor will first counsel the staff member on the nature of the improvement required and the time within which reasonable improvement can be expected;

if the supervisor believes it appropriate, he or she will direct the staff member to undertake a course of professional development or other appropriate program(s) designed to assist in improving performance;

a record of the counsel given will be kept and a copy supplied to the staff member concerned.

Where a supervisor believes that counselling has not produced the desired improvements in performance, the supervisor will make a formal report to the Delegated Officer that the performance of the staff member is unsatisfactory. Such a report will state clearly the aspects of performance seen as unsatisfactory and record the attempts to remedy the problem.

The supervisor will provide the staff member with a copy of the report at the time it is submitted. The staff member will be entitled to ten working days to submit to the Delegated Officer a written response to the supervisor's report.

Upon receipt of the supervisor's report and any written response from the staff member, the Delegated Officer will first satisfy himself or herself that:

appropriate steps have been taken to bring the unsatisfactory nature of performance to the staff member's attention; and

an adequate opportunity to respond was given; and

a reasonable opportunity has been afforded to remedy the performance problem; and

there has been appropriate consultation with the staff member's colleagues by the supervisor.

The Delegated Officer may then decide to:

take no further action; or

refer the matter back to the supervisor to ensure that the steps referred to in sub-clause 0 are complied with; or

take the appropriate disciplinary action from the following courses of action:

- counselling or giving guidance to the staff member by an appropriate supervisor;
- giving the staff member a verbal warning;
- giving the staff member a written warning (including, where appropriate, a final warning);
- censuring the staff member;
- withholding a salary increment;
- demoting the staff member;
- terminating the staff member's employment.

A decision to terminate the staff member's employment can only be made by the College Pro-Vice-Chancellor or Deputy Vice-Chancellor (as applicable).

The Delegated Officer will advise the staff member in writing of any decision made in accordance with sub-clause 0 and such a decision will take effect no earlier than five working days from the date of the Delegated Officer's written advice.

Referral to an Appeal Committee

If the Delegated Officer decides to impose disciplinary action involving the demotion of a staff member, or the termination of the staff member's employment, the staff member may request a review of that decision within five working days of the written advice referred to in sub-clause 0.

If the Delegated Officer receives from the staff member a written request for a review of the decision, the Delegated Officer will refer the matter to an Appeal Committee to be dealt with in accordance with Clause 73 Demotion or Termination Appeals.

The action of the Delegated Officer under this clause will be final, except that nothing in this sub-clause will be construed as excluding the jurisdiction of the Commission.

All intermediate steps and decisions taken in accordance with this clause are final (subject to consideration by an Appeal Committee in accordance with sub-clause 0) and may not be challenged via the Industrial Dispute Settlement Procedures, or the Grievance Settlement Procedures (at sub-clauses 0 and 0). The final determination is not open to challenge via Clauses 74 Industrial Dispute Settlement and 75 Grievance Settlement.

PART H: EMPLOYMENT SECURITY, CHANGE MANAGEMENT AND JOINT CONSULTATIVE COMMITTEE

65. Employment Security

The University will not seek to reduce the overall size of the workforce during the life of this Agreement.

The University will not systematically increase the level of casual employment during the life of the Agreement (see also Clause 0 Casual Employment).

The University does, however, reserve the right to use targeted redundancies, although as a last resort, as reductions in staff become necessary in some areas where restructuring occurs.

The University will maintain a restructuring assistance fund to be used at the discretion of the Vice-Chancellor, to provide temporary or other financial relief from the impact of restructuring and redundancy at the local level.

The University agrees to attend a conference of universities to discuss secondment and other mechanisms to deploy general staff who are displaced because of redundancy to other universities in NSW, if such a conference is convened by one or more of the Unions party to this Agreement. This Agreement may be varied to implement any changes arising from recommendations of the conference which are agreed to by the parties.

66. Joint Consultative Committee

The purpose of the Joint Consultative Committee (JCC) is to provide a forum for consultation between the University and the Union/s about organisational and workplace change issues, and other industrial matters.

This consultation is consistent with the principles outlined in Clause 67 Managing Change.

The JCC is comprised of up to eight persons, with up to four representing the management of the University and up to four representing the Union/s. In addition, an industrial officer for each party will normally be present.

University representatives will brief the JCC about the University's strategic direction, including discussions held at Senate, the Academic Board and the Vice-Chancellor's Advisory Committee.

The JCC will also be briefed on the University's budget, including any significant changes to the budget following its submission to the Finance Committee. This will enable the members of the Union/s to have the opportunity to consider implications for Union members, and provide feedback and input into the University's strategic decision making processes.

The Secretariat for the JCC is the Industrial Relations Office. The Secretariat will distribute the agenda and record minutes of meetings. Agenda items and supporting papers should be tabled through the Secretariat at least four days before each meeting.

The JCC will convene at least once a quarter or more often at the request of one of the parties if there is a need.

The JCC will review and amend the list of mutually agreed arbitrators established for the purposes of this Agreement.

67. Managing Change

‘Consultation’ means a process by which the parties exchange information about a matter or issue, hold discussions to explain points of view, and take into account the views of the other party/parties. Consultation does not necessarily mean that an agreement can be reached. If agreement is not reached reasons will be given.

However, consultation does require that the views of staff members who will be affected by the change, and of the Unions, must be taken into account and considered before a decision is made by the University. The aim of consultation is to make changes as smooth as possible for both the University and its staff.

Principles

The University and the Union/s agree that:

continual change is necessary for the University to maintain and enhance its position as a leading international university;

the sound management of workplace change requires consultation with people who will be directly affected by that change for the effective communication of proposed decisions introducing change;

there may be informal discussions or consideration of suggestions for change before a change proposal is developed;

consultation about change will occur at the local level if possible;

matters which only affect an individual staff member are not normally part of the managing change process;

matters affecting an individual staff member which are not resolved may be dealt with under Clause 75 Grievance Settlement and/or Clause 74 Industrial Dispute Settlement;

the managing change process described in this clause applies to changes in work activities or services, hours of operation or working hours, organisational structure and management processes, technological change or the redeployment of a staff member or staff members.

the trigger for a managing change process will be the issuing of a written change proposal by the University.

Regular briefings

The University will provide regular briefings with relevant staff about future directions of the University.

Briefings will be conducted for the Joint Consultative Committee about:

- the University Plan/strategic directions;
- the University Budget;
- significant organisational restructuring initiatives.

Consultation

The University will provide heads of academic and administrative units with guidance about the management of change in their area. This will include the reasonable requirement for consultation with affected staff.

Heads of academic and administrative units should have meaningful and timely consultation with affected staff before decisions are made. Consultation should initially be at the local level and may be both formal and informal.

The aim of consultation should be to make change as smooth as possible for staff. The timing and rate of change should allow staff time to consider their options.

Consensus should be sought before a change is made.

After a decision is made, affected staff may ask for consultation about implementing the change. The consultative process should take account of the existing collegial structures within faculties and departments.

At any stage during consultation a staff member may involve a person of his or her choice, including his or her Union representative but not a barrister or solicitor in private practice.

Process

The trigger for a managing change process will be the issuing of a written change proposal by the University.

When consulting about change, managers and supervisors will prepare a change proposal which addresses the following matters:

- nature and rationale;
- expected outcomes including expected advantages and disadvantages;
- financial implications;
- implications for staff including changes in duties, number of staff, workload, work environment;

proposals to mitigate negative effects including training and redeployment;

ways to minimise any disadvantages to occupational health and safety in the workplace;

timing of implementation of change;

mechanism for assessing and reporting on the progress of the change.

Managers and supervisors will distribute the change proposal and relevant documents to affected staff for consultation and to the JCC, if the matter has been referred to the JCC under sub-clause 0.

If the change proposal involves a reduction in the number of staff, the provisions of Clause 68, Redundancy and Redeployment, will be followed.

68. Redundancy and Redeployment

This clause does not cover casual staff, staff on probation or staff appointed on a fixed-term contract.

Cases of unsatisfactory performance are not redundancies and are therefore not covered by this clause.

In implementing redundancy and redeployment procedures due regard will be paid to a staff member's rights to privacy and confidentiality.

Reduction in the number of staff

If the University is considering a reduction in the number of staff it will consult with affected staff before making a decision. This consultation will be in accordance with Clause 67 Managing Change.

The University is committed to minimising forced redundancies. Forced redundancies will be implemented only as a last resort. If the University decides to reduce the number of staff it will consider the following options in the first instance:

reducing numbers by natural attrition;

offering part-time employment;

transferring or seconding staff, or arranging suitable alternative employment;

offering voluntary early retirement schemes;

inviting expressions of interest in voluntary retrenchment from its staff but reserving the right to reject expressions of interest.

Declaration of redundancy

If forced redundancies are necessary, the University will determine which positions are to be declared redundant and will:

offer voluntary retrenchment first, and then

consider redeployment, and as a last resort

implement involuntary retrenchment.

Before the University declares a position redundant it must consider equal employment opportunity and potential discrimination issues. It must take particular care that redundancies do not affect a particular group, causing indirect discrimination.

The University may declare that a position is redundant because:

changes in the nature or organisation of functions of a department (including work methods) require the work to be rearranged;

budget constraints require the number of positions to be reduced;

work usually performed by a staff member is no longer performed by his or her department or at that location;

restructuring and/or organisational change is occurring;

changes in technology are occurring.

When a position is declared redundant the head of department will identify those duties which will no longer be performed and those which will be allocated to other staff. The duties allocated to other staff must be within their classification and must not result in staff being allocated an excessive workload. If a staff member believes the new duties allocated to him or her are beyond his or her existing classification, he or she may apply for a review of his or her classification.

Notice

When a position is declared redundant a staff member will be notified in writing of the decision and the options, procedures and time frames provided for in this Agreement.

The head of department (or Delegated Officer) will, if practicable, meet with a staff member to advise him or her of the decision and to discuss the options. A staff member may have anyone he or she chooses present, including his or her Union representative but not a barrister or solicitor.

The University will provide an estimate of payments for voluntary retrenchment including details of severance payments and accrued annual and long service leave.

If practicable, there is an informal notice period of eight weeks which starts on the day a staff member is advised that his or her position is redundant. This is

followed by a formal notice period of 12 weeks following receipt of written advice, for which payment in lieu may be made.

A staff member will have four weeks from the date of formal advice to decide if he or she wants to take voluntary retrenchment or seek redeployment. The University will not retrench or redeploy a staff member involuntarily during this period.

The University will arrange suitable outplacement services if asked by a staff member and his or her department will pay the costs. A staff member is responsible for obtaining his or her own independent financial and superannuation advice.

During the period of informal and formal notice, a staff member may have up to one day a week off work (pro-rata) without losing pay, to seek other work, outplacement services or financial advice.

The period of formal notice will be extended by any period of paid maternity leave a staff member is entitled to which falls within the 12 week period.

A staff member who resigns during the notice period will not receive severance pay or payment in lieu of notice.

Voluntary retrenchment

If a staff member whose position has been declared redundant chooses to take voluntary retrenchment the following procedures must be followed:

the staff member will advise the University of his or her decision to be voluntarily retrenched and the date of his or her last day of work, in writing;

the University will not try to redeploy the staff member;

the staff member will receive severance pay as set out in the Table of Severance Payments (at 0) and payment in lieu for any balance of the 12 week formal notice period;

a staff member who agrees to a final date that is convenient for the University will receive an additional four weeks salary.

Other than in exceptional circumstances approved by the Delegated Officer responsible for staffing, a staff member who has taken voluntary retrenchment will not be engaged by the University for at least 18 months from his or her last day of work.

Redeployment

If a staff member does not want to take voluntary retrenchment, the University will make every reasonable effort to redeploy the staff member into a suitable position. A staff member must not unreasonably refuse redeployment, relocation or training. A staff member will not be entitled to redeployment under this clause if he or she accepts an offer of alternative employment or if he or she unreasonably refuses an offer of alternative employment at the same classification or salary.

The parties to this Agreement recognise that obligations to a staff member during redeployment may override the principle of employing the 'best applicant' for a vacant position.

The University will take into account a staff member's skills, knowledge, substantive classification, salary, training requirements, occupational health needs and the needs of the University when redeploying a staff member.

A staff member seeking redeployment will provide the University with an up-to-date resume, including details of relevant skills, qualifications and experience, and will indicate areas of potential interest and/or work preferences.

While it is considering a staff member for redeployment into a suitable position the University will suspend recruitment to that position, which may include holding back advertising.

When the University has identified a suitable vacant position for a staff member, it will convene a Redeployment Committee comprised of the head of the receiving department or his or her nominee, a representative of the Union (if the staff member is a Union member), and the University's Redeployment Officer or a Personnel Officer.

The Redeployment Committee will interview the staff member as soon as possible and if unable to make a unanimous decision on the staff member's suitability for redeployment to the vacant position will refer the matter to the Delegated Officer responsible for staffing.

The Redeployment Committee may determine that the staff member may be suitable for a vacant position if he or she is given training. The original department will pay for the recommended training.

If the Redeployment Committee determines that a staff member is not suitable for a vacant position then reasons for this decision will be given to the staff member and/or the Union/s on request.

If a staff member is redeployed into a position at a lower classification/salary, his or her original department will fund salary maintenance for six months. This salary will not include any special loadings or allowances of the redundant position which do not apply to the new position. A staff member who receives a 'personal salary' which is higher than that of the position to which he or she is redeployed will continue to receive that personal salary for six months only.

A staff member may be redeployed to a position for a trial period of up to four months. During the trial period the receiving department will pay the staff member's normal salary subject to sub-clause 0.

When there is a trial period, a formal assessment of the suitability of a staff member in a redeployed position will be made after two months and before four months and the results given to the staff member.

If the receiving department considers a staff member suitable at the end of the trial period the University will confirm his or her redeployment in writing.

If the receiving department considers a staff member unsuitable at the end of the trial period, the head of department will document the reasons for this decision and give a copy to the staff member.

If the trial redeployment is unsuccessful and a staff member is retrenched, the duration of the trial period is not counted as part of the formal notice period.

Involuntary retrenchment

A staff member who has not been transferred, chosen voluntary retrenchment or been redeployed, will normally be retrenched at the end of the period of formal notice. A staff member will not be entitled to severance payments if he or she accepts an offer of alternative employment or if he or she unreasonably refuses an offer of alternative employment at the same classification or salary. A staff member who is retrenched before the end of the formal notice period will receive payment in lieu for the remainder of the notice period.

Severance Payments (Retrenchment benefits)

A staff member who is retrenched will receive the following payments:

Table of Severance Payments

Number of weeks of salary depending on:		
(a) completed years of continuous paid service	(b) and if the staff member is:	
	less than 45 years of age	45 or more years of age
<1	4	5
1	4	5
2	7	8.75
3	10	12.50
4	13	16.25
5	15	18.75
6	17	21.25
7	19	23.75
8	21	26.25
9	23	28.75
10	31.25	
11	33.75	
12	36.25	
13	38.75	
14	41.25	
15	43.75	
16	46.25	
17	48.75	
18	51.25	
19 years or more	52.18	

The Table of Severance Payments is based on the following formula, subject to sub-clause 0:

minimum payment of four weeks salary for up to one year of completed continuous service.

three weeks salary for each of the second, third and fourth completed years of continuous service.

two weeks salary for each completed year of continuous service for the fifth year and each year after that, to a maximum of a year.

the number of weeks calculated in sub-clauses 00., 0. and 0. is increased by 125% (to a maximum of a year) for a staff member who is 45 years or older and/or has completed ten years of continuous service by the date of his or her retrenchment.

However:

the entitlements in sub-clause 00. are not cumulative.

if a staff member has had breaks in service of less than three months the University may consider his or her service to be continuous but the period of the break will not count as service when calculating severance pay. Leave without pay is not a break in service but does not count as service for calculating severance pay, except for maternity and sick leave if there is a medical certificate.

For the purposes of this sub-clause, a year means 52.18 weeks.

A staff member will not get a payment that is more than he or she would have been paid if he or she had been employed until his or her nominated retirement date for superannuation.

The University will pay pro-rata long service leave to a staff member who has between five and ten years eligible employment, at the rate set out in sub-clause 0 Long Service Leave.

All final payments will be based on a staff member's salary at the date of end of employment.

If a staff member has more than one part-time position and one of the positions is made redundant, the staff member may continue to be employed in the other position. The staff member will be entitled to severance pay calculated on his or her salary and continuous employment in the redundant position but since he or she continues to be employed by the University, the severance pay cannot be treated as a retrenchment or termination payment for taxation purposes.

PART I: SEPARATION PROVISIONS**69. Notice of Resignation or Retirement**

When submitting their resignation or notice of retirement from the University, staff are required to give the University 14 calendar days notice (in writing) of their last day of duty (which must be a normal working day for the staff member concerned), or the period of notice specified in the contract of employment, whichever is the greater. Staff with less than 12 months paid service are required to give five working days notice of resignation or retirement.

70. Notice and Severance Payments for the Non-Renewal of Fixed-Term Contracts

Staff employed on the following types of fixed-term contracts are not eligible to receive notice of the renewal or non-renewal of their fixed term contract: Apprentices, Replacement, Pre-Retirement Contract, New Organisational Area, Disestablished Area and Postgraduate Students.

A staff member whose fixed-term contract is not renewed and who is eligible to receive notice will receive the following notice of the non-renewal of the contract or payment in lieu thereof:

Period of continuous service	Period of notice (weeks)
Up to 3 years	2
3 years or more and less than 5 years	3
5 years or more	4

Provided that if a staff member is over 45 years of age, and has been employed for at least two years on a continuous basis, an additional week's notice is due.

Provisional notice

Where there are circumstances relating to the provision of specific funding to support the employment contract, which are external to the University and beyond its control, the University may not reasonably be able to give the notice required in sub-clause 0. In such circumstances, the University will not have breached this sub-clause provided that:

those circumstances are advised to the staff member in writing at the latest time at which the notice would otherwise be required to be given; and

the notice of non-renewal of the fixed-term contract is then given at the earliest practicable date thereafter.

Eligibility for severance payments

A staff member whose fixed-term contract is not renewed and whose circumstances comply with the following criteria for eligibility for severance payments, will receive severance payments according to the schedule of payments in sub-clause 0.

In order to be eligible to receive severance payments, a staff member must have been employed on a fixed-term contract which required him or her to work for the circumstances described in the following sub-clauses:

specific task or project; or

external funding; or

research;

and whose contract of employment is not renewed in circumstances where the staff member seeks to continue the employment, but it is not renewed because:

in the case of a staff member employed on a second or subsequent fixed-term contract, the same (or substantially similar) duties are no longer required by the University; or

the duties of the kind performed in relation to the work continue to be required but another person has been appointed, or is to be appointed to the same (or substantially similar) duties.

For the purpose of this sub-clause, a staff member employed on a fixed-term contract also includes a staff member who, on 29 June 1998, would have been defined as a 'non-continuing contract staff member' as follows:

a staff member engaged on a fixed-term contract who has at least 12 months continuous service and who is not:

a casual hourly paid staff member or a 'replacement staff member';

engaged under a first fixed-term contract of two years or less duration and where the contract contained an express provision that the contract was not renewable;

engaged under a contract expressly related to and expiring upon the completion of a specified task or project to be undertaken by the University;

an undergraduate student or a postgraduate student engaged within the academic unit or an associated research unit of the academic unit on work generally related to a degree course which the student is undertaking within the academic unit; or

a 'guest' specialist or learned profession lecturer engaged on a part-time basis to provide a series of lectures in circumstances where the staff member's primary employment is as a professional or specialist engaged on the provision of services.

Table of severance payments

Period of continuous service	Severance pay (weeks)
More than 1 year but less than 2 years	4
2 years or more but less than 3 years	6
3 years or more but less than 4 years	7
4 years or more	8

Deferral of severance payments in certain circumstances

Where the University advises a staff member in writing that further employment may be offered within six weeks of the expiry of a period of fixed-term employment, then 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.

In particular circumstances, the University may make an application to the Commission to have the severance payment prescription varied if the University is able to or has obtained acceptable alternative employment for the staff member.

71. Termination on the Grounds of Ill Health

The provisions of this clause do not apply where a staff member initiates his or her own medical retirement (or seeks a temporary disability pension where provided by his or her superannuation scheme).

Where a staff member initiates his or her own medical retirement (or seeks a temporary disability pension) then the University and staff member will follow the procedures required by the relevant superannuation scheme, as appropriate.

Where the University forms a view that an illness or injury is impacting on a staff member's ability to perform his or her duties the University can refer the staff member for an independent medical assessment. The purpose of the assessment is to determine whether the staff member is fit to continue to perform his or her duties. All expenses incurred in attending the assessment will be paid for by the University.

If there is a potential threat to any member of the University community and a staff member unreasonably refuses to co-operate, then the University shall take such action as required to ensure it meets its obligations under Occupational Health and Safety (OH&S) legislation.

At any time during the process commenced under sub-clause 0. the staff member may initiate his or her own medical retirement (or seek a temporary disability pension) in which case any process commenced under sub-clause 0 will cease.

If the staff member's superannuation fund determines that the staff member is fit to resume his or her duties after a period of temporary disability, the University can still require the staff member to be medically examined as described in sub-clause 0.

Where a decision has been made, under sub-clause 0, to refer a staff member for a medical assessment, the University will give the staff member a minimum period of one month's written notice of the medical appointment as well as provide a copy of the referral document sent to the medical practitioner.

The medical practitioner will provide a report to the Delegated Officer and the Delegated Officer will normally forward a copy to the staff member.

If the report shows that a staff member:

has a permanent medical condition which prevents him or her performing his or her normal duties; or

cannot resume/perform these duties within at least 12 months;

then the University may notify the staff member that his or her employment contract will be terminated on the grounds of ill health.

If the period of notice (or payment in lieu of notice) required to terminate the contract is not stated in the staff member's contract, then the University will give six months notice or payment in lieu thereof.

A staff member may resign before the University terminates his or her employment contract, provided the last day of duty is within one month of receipt of the notice issued under sub-clause 0. The University will process the resignation and take no further action to terminate the staff member's employment contract.

If a staff member does not, without reasonable cause, attend a medical examination within the one month (or other period of time specified) of being requested in writing to do so, the University may reasonably conclude that the staff member is:

unable to perform the normal duties of the position; and

is unlikely to resume these duties within at least 12 months.

If a staff member refuses to co-operate and have the medical examination the refusal will not be viewed as misconduct and there will be no greater penalty or loss of entitlements than would result from an adverse medical report.

The staff member may make a written request for a review of the University's decision to terminate his or her employment contract within seven days of receipt of the notice issued under sub-clause 0. Where such a request is received the termination process will be deferred.

A request received under 0 will be considered by a Review Panel constituted by:

one medical practitioner nominated by the University;

one medical practitioner nominated by the Union; and

one medical practitioner agreed by the parties to act as Chair.

Where the staff member is not a Union member and the union/s decline to nominate a practitioner, the Dean of Medicine will be asked to nominate a medical practitioner to substitute for the medical practitioner nominated by the Union. The medical practitioner responsible for the initial report must not be a member of the Review Panel.

Within 12 months of the date of certification of this Agreement, the parties will compile a list of agreed medical chairs for Medical Termination Review Panels.

The Review Panel will complete its deliberations and submit its Report to the Delegated Officer within 15 working days.

The Review Panel will determine its own procedure.

Where the Report supports the University's decision that the staff member:

has a permanent medical condition which prevents him or her performing his or her normal duties; or

cannot perform these duties within at least 12 months;

then the University may proceed to terminate the staff member's employment.

Where the Report does not support the University's decision to terminate the staff member's employment, the University will not proceed with the medical termination.

PART J: APPEALS, DISPUTES AND GRIEVANCE PROCEDURES

72. Recruitment and Selection Appeals

A staff member who has been unsuccessful when interviewed for an advertised position, and who believes that the selection procedure was not fair and impartial, may lodge an appeal against the decision of the Selection Committee in the circumstances set out in this clause.

Principles

The Appeal Committee (the Committee) will apply and follow the principles of natural justice.

Avenues of appeal

A staff member may elect to pursue the matter either under this Clause or the Grievances Settlement procedures contained in this Agreement. Only one avenue of appeal can be lodged, except in the case of alleged discrimination.

If the applicant alleges discrimination or harassment in the recruitment and selection process on the grounds of race, sex, disability, pregnancy, marital status, transgender, sexual preference, age, carer's responsibility, political or religious belief, or social origin, the applicant may also lodge a complaint under the University's procedures for dealing with discrimination and harassment.

Coverage

Appeals may only be lodged by staff members who are currently employed by the University (except for casuals and staff who were on probation at the time the applications closed), and who were interviewed for a position that was:

advertised internally and/or externally; and

classified at a higher level and salary than his or her current position.

An appeal may be lodged by a staff member whose position has been declared to be redundant, and who was an unsuccessful applicant for the position.

A staff member who lodges an appeal must be ready, willing and able to take up the duties of the new position.

Eligible appeals

Appeals can only be lodged against successful internal applicants.

Eligibility to lodge an appeal

In order to lodge an appeal the staff member must have demonstrably met all of the essential selection criteria. The staff member cannot submit new material in support of his or her original application for the position.

Grounds for application

The staff member must be able to clearly demonstrate that the Selection Committee breached the University's Recruitment and Selection Policy.

The non-attendance by a Union nominee or a named Selection Committee member at short-listing meetings and/or selection interviews does not in itself constitute a breach of the selection procedures.

Alternatively, the staff member must be able to demonstrate through objective evidence that the selection process was defective because the Selection Committee undertook an inappropriate evaluation of the candidates. This may include failure to take into account seniority as demonstrated by experience, relevant to opportunity.

Appointments subject to appeal

Personnel Services Teams will advise the successful internal applicant that his or her appointment is provisional and may be subject to an appeal.

In the event of an appeal being lodged, the successful candidate will be advised of the grounds of the appeal and may be given the opportunity to supply a statement in support of his or her successful application. If so requested, the successful applicant will be given five working days to submit a statement.

Procedures

The staff member asks for reasons

Within five working days of the date of being advised that he or she was not the preferred candidate, the staff member will write to the Personnel Services Team to ask for the reason/s why he or she was not the successful applicant.

The University provides reasons

Within five working days of the date of the request from the staff member for the reasons to be provided in writing, the reason/s will be supplied to the staff member by the Personnel Services Team. The reason/s will be extracted from the Selection Committee Report. The unsuccessful staff member may also request a meeting with the Chair of the Selection Committee to discuss the reasons why he or she was not the preferred candidate.

The staff member decides whether or not to lodge an appeal

Within five working days of the date of the advice from the Personnel Services Team, the staff member may decide to lodge an appeal against the decision of the Selection Committee.

If the staff member decides to appeal the decision, he or she must write to either the relevant Pro-Vice-Chancellor (College) (PVC) or the respective Deputy Vice-Chancellor (Administrative Divisions) (DVC).

The PVC or DVC will notify his or her College Administration Manager (CAM) or Executive Officer, and the Industrial Relations Office of the receipt of the advice from the staff member.

At the same time the staff member must also send a copy of his or her decision to appeal to either:

his or her Union, including a copy to both the Head Office and the local branch (members of the CPSU should forward a copy to the President of the Branch Committee, members of the NTEU should forward a copy to the University of Sydney Branch President); or

the Pro-Vice-Chancellor (Employee Relations) (PVC (ER)). In the case of a non-Union member/s, a formal statement written by the appellant setting out the reasons for the appeal must accompany the advice to the PVC (ER).

If the staff member does not adhere to the above timeframes, the University may confirm the appointment of the preferred candidate.

The role of the Union or the PVC (ER)

If the Union or the PVC (ER) is of the opinion that there are reasonable grounds for the appeal, then either:

the Union will inform the University in writing that it supports the staff member by lodging a written statement with the Industrial Relations Office within five working days of the date of the staff member's advice to the University, and the statement must include the reasons for the appeal; or

the PVC (ER) will approve the application for an appeal to proceed, and will forward this assessment to the relevant PVC or DVC, with a copy to the Industrial Relations Office, within five working days of the date of the advice from the staff member.

If either the Union or the PVC (ER) is of the opinion that there are no reasonable grounds for the appeal, then the Union or PVC (ER) as the case may be, will advise the staff member of this view and the matter will not proceed.

Secretariat to Appeal Committee

The relevant CAM or DVC Executive Officer will act as the Secretariat to the Committee.

The Appeal Committee

The Committee will comprise:

an agreed Chair;

up to two nominees of the University; and either

where the appeal has been lodged by a Union member, up to two nominees of the appropriate Union;

or

where the appeal has been lodged with the PVC (ER), up to two nominees of the staff member (who are staff members of the University and who are willing to serve in that capacity).

The University, the NTEU and the CPSU will each nominate two members of the general staff to be appointed to a panel of independent Chairs. The nominees called upon to act as a Chair will alternate between the Union and University nominees. If a nominee is not available when contacted the next nominee will be contacted. No nominee will serve as Chair on two or more occasions until each member of the panel has served as Chair. Nominations are to be submitted to the PVC (ER) in March of each year.

Once the Chair of the Appeals Committee is established, all communication between the Committee and the Secretariat will be through the Chair.

The following persons are excluded from being appointed to the Committee:

all members of the original Selection Committee; and

any person involved in any other part of the recruitment and selection process for that position.

Representatives

The University and the staff member (the appellant) may each have a representative appear on his or her behalf at the Committee:

the University's representative will be a staff member;

the appellant will nominate his or her representative from either:

the staff of the University; or

his or her relevant Union.

The appellant may make verbal submissions to the Committee within the time-frame specified by the Committee.

More than one appellant

The Committee may consider appeals together if there is more than one appellant against the same decision of a Selection Committee.

The Chair

The Chair will consult with the other Committee members about the manner in which the appeal will be heard and the Committee will

conclude its deliberations within ten working days of the appeal being received by the Chair.

In the event of an unforeseen delay, a short extension not exceeding five working days may be granted by the PVC (ER).

The Appeal Committee

The deliberations of the Committee are confidential and an undertaking to that effect will be recorded.

The Committee is entitled to examine all documents (including the original Selection Committee report) and interview persons it believes necessary and relevant to the appeal.

The Committee shall not take into account new material supplementing the original application of the appellant for the position.

The appellant

The appellant will not have access to documentation that would identify other applicants for the position.

The appellant will not have access to his or her referees' reports where they have been obtained on the understanding that they are confidential reports.

Powers of the Appeal Committee

The Appeal Committee may decide to:

dismiss the appeal;

decide that although the appeal has some basis, any flaws that may have been identified in the selection process were not sufficient to influence the outcome that the most meritorious applicant be appointed; consequently, the decision of the Selection Committee will stand;

to set aside the decision as there has been an error in procedure and remit the matter to the Selection Committee for reconsideration in accordance with any recommendation it may make; if it deems it appropriate, the Committee may remit the matter to a reconstituted Selection Committee (which may include all new members) for reconsideration.

The decision of the Appeal Committee

The decision of the Committee is final and the relevant appellant/s and Union/s will be notified of its decision within seven working days of that decision.

73. Demotion or Termination Appeals

Where a decision has been made to either:

demote a staff member to a lower level classification; or

terminate a staff member's employment contract

the staff member may request a review of the decision.

The staff member should lodge a written request for a review within five working days of receiving advice of the decision to demote or terminate. The request must be sent to the Delegated Officer responsible for the decision.

Upon receipt of such a request, the Delegated Officer will refer the request to an Appeal Committee.

The Appeal Committee comprises one nominee of the University, a nominee of the Union and an agreed Chairperson. Unless otherwise agreed, all members of the Committee will be staff of the University.

If a request for a review comes from a non-Union member and the Union/s decline to advise a nominee, the Committee will consist of a Chair, a University nominee, and a third member of staff of the University who is either:

appointed by the Vice-Chancellor or nominee; or

nominated by the staff member.

This is on the proviso that the third member of the panel is willing to serve in the capacity outlined above and that there is no conflict of interest, consistent with the University's Code of Conduct.

Appeal Committee time-line

The Committee should meet within five days of the matter being referred to the Chair and should complete its deliberations and submit its report within ten days.

Appeal Committee terms of reference

The Appeal Committee will consider whether:

appropriate procedures have been followed; and

on the basis of the evidence before it, the decision to demote or terminate the staff member's employment is reasonable.

Appeal Committee procedures

The Appeal Committee will conduct its proceedings in accordance with the principles of natural justice and will:

provide the staff member with an adequate opportunity to put his or her case, including the presentation of evidence and/or submissions;

take into account such further materials and/or interview any person that it believes appropriate;

allow the staff member and the Delegated Officer to each be represented by a person of his or her choice, who will be a member of staff or an officer or staff member of the Union; the person must not be a currently practising legal practitioner in private practice;

ensure that the staff member and the Delegated Officer:

see and/or hear all evidence to be considered by the Committee;
and

have the opportunity to ask questions of any person interviewed by the Committee.

The Appeal Committee will keep a record of its proceedings which will be available to the staff member and the Delegated Officer on request. The Committee will provide a copy of its report to the staff member and the Delegated Officer.

Actions to be taken following the Appeal Committee’s report

If the Appeal Committee concludes that, on the basis of the evidence before it, the proposed disciplinary action is reasonable, then the University will implement the disciplinary action, including (if appropriate) giving formal notice of termination or demotion.

The staff member will be given the following minimum period of notice of his or her last day of duty as follows:

Period of continuous service	Period of notice (weeks)
1 year or less	1
More than 1 year and up to 3 years	2
More than 3 years and up to 5 years	3
More than 5 years	4

In addition to this, staff members who are over 45 years of age at the time of the giving of notice and who have at least two years’ continuous service with the University will receive an additional one week of notice.

In cases of termination, payment in lieu of the notice period will be made if the University does not require the staff member to work out the notice period. Where the staff member is only required to work part of the required notice period, the University will pay out the remainder of the notice period.

Any payments in lieu of notice will be based on the staff member’s salary (including regular loadings) at the date of cessation of employment.

If the Appeal Committee concludes that, on the basis of the evidence before it, the proposed disciplinary action is not reasonable, then the Delegated Officer will reconsider his or her decision in light of the Committee's report. Reconsideration may include imposition of an alternative disciplinary action.

74. Industrial Dispute Settlement

The University and the Union/s agree that this Industrial Dispute Settlement Procedure must be used to settle any industrial dispute which may arise. An industrial dispute means a dispute between the University and one or more Unions which is about the terms of employment of one or more staff members covered by this Agreement, including a dispute over the interpretation or implementation of this Agreement.

If the University and the Union/s do not agree that a dispute is an 'industrial dispute' the matter will be referred to an arbitrator (as defined) for a prompt decision as to whether the dispute is an industrial dispute.

The decision of the arbitrator must be accepted as final and must be implemented.

When a dispute is being settled in accordance with this procedure:

work must continue in the current manner;

the University and the Union/s must not change anything which is the subject of the dispute;

the University and the Union/s must not take any industrial action about the dispute; and

the University and the Union/s must not take any action to make the dispute worse.

Following this procedure does not restrict the rights of the University and the Union/s to exercise their rights under statutory provisions.

Whilst the parties are attempting to resolve the dispute, all discussions and correspondence in relation to those attempts to settle the matter are 'without prejudice' and in confidence, unless specifically agreed by all parties to be otherwise. This does not preclude any party holding discussions with the staff concerned.

The industrial dispute settlement procedure

If there is an industrial dispute the following procedure must be followed:

the accredited representatives of the parties will try to settle the dispute;

if the dispute is not settled by the accredited representatives a Dispute Committee must be convened at the request of the University or the Union/s; the Dispute Committee will comprise of four members, being two nominees of the Union/s and two nominees of the University;

the Dispute Committee must be convened within one working week of the request, unless agreed otherwise, and must try to settle the dispute within one working week of the first meeting;

if the Dispute Committee cannot settle the dispute the Committee may decide on an alternative method of settlement and the time-frames;

any settlement must be formalised in writing (subject to any necessary ratification).

Referral to the Commission

If a Dispute Committee has tried to settle an industrial dispute but has been unsuccessful, either the University or the Union/s may refer the dispute for conciliation and/or arbitration by the Commission or a mutually agreed arbitrator.

Implementation of the settlement

The University and the Union/s agree that they will implement any settlement made under this clause, including any settlement reached following conciliation or any arbitrated decision made by the Commission or a mutually agreed arbitrator.

75. Grievance Settlement

A grievance is a complaint made by a staff member about his or her workplace, or another staff member, or a decision affecting his or her employment. For the purposes of this clause, staff member means academic, teaching, research and general staff.

This clause does not cover industrial disputes (see Clause 74 Industrial Dispute Settlement) or grievances between students and staff members.

If a complaint which may be dealt with under Clause 74 Industrial Dispute Settlement, has been dealt with in good faith as if it were a grievance, either the University or the Union/s may choose at any time to deal with the complaint as an industrial dispute. If the University or the Union/s chooses to deal with the matter as an industrial dispute the procedures of the Industrial Dispute Settlement Procedure must be followed.

Managers and supervisors are responsible for trying to prevent problems and for settling grievances in the workplace.

Most grievances can be settled informally in the workplace.

A staff member who has a grievance about another staff member should try to settle the grievance directly with the other staff member.

When a staff member reports a grievance it must be taken seriously and the staff member must be treated fairly.

If a decision which affects the employment of a staff member is the subject of the grievance, the University will not implement the decision until this procedure has been followed or until the grievance is settled.

A staff member may suggest an outcome which he or she believes would settle the grievance.

At any time while trying to settle the grievance, a staff member may consult with anyone he or she chooses, including his or her Union representative.

At any time while trying to settle the grievance, a staff member may have anyone he or she chooses present, including his or her Union representative but not a solicitor or a barrister.

All staff members involved in a grievance must be treated equitably.

Anyone trying to settle a grievance must do so as quickly as possible.

Confidentiality should be maintained.

Freedom of information and privacy principles and privacy requirements and legislation must be followed.

During the grievance procedure there must be no industrial action by any party about the grievance being settled.

A staff member who has concerns about the safety of the workplace should immediately contact the Risk Management Office (or the Chair of his or her local Occupational Health and Safety (OH&S) Zone Committee) and refer to the University's OH&S policies.

Following the grievance procedure does not restrict the rights and obligations of the University, the Union/s or the individual staff member under statutory provisions.

Whilst the parties are attempting to resolve the grievance, all discussions and correspondence in relation to those attempts to settle the matter are 'without prejudice' and in confidence, unless specifically agreed by all parties to be otherwise. This does not preclude any party holding discussions with the staff concerned.

Procedure for settling grievances

If a staff member cannot settle a grievance himself or herself, he or she may refer the grievance to his or her supervisor.

When a staff member has a grievance about his or her supervisor he or she may refer the grievance to his or her supervisor's supervisor.

The supervisor will investigate and try to settle the grievance within five working days.

If a staff member involved in the grievance does not agree with the settlement, he or she may refer the grievance to the next level of management or the Staff and Student Equal Opportunity unit.

Another attempt at settling the grievance will take place at this level, usually within five working days.

If a staff member involved in the grievance does not agree with the settlement, he or she may refer the grievance to the Delegated Officer responsible for staffing.

If a staff member involved in the grievance does not agree with the settlement of the Delegated Officer, he or she may refer the grievance to the relevant statutory authorities external to the University, provided the staff member would have had access to the statutory authority independent of this procedure.

If requested by any person involved in the grievance, the settlement may be recorded (subject to any necessary ratification).

PART K: UNION MATTERS**76. Union Roles and Responsibilities**

The University will provide the NTEU and the CPSU branches with suitable office space on the University's Camperdown campus.

The University will supply notice boards for the Unions to post notices on. A Union notice posted on a notice board must be authorised by the Union concerned.

The University will provide the NTEU and CPSU branches with access to the University's telephone and electronic mail systems.

The University will provide sufficient funding to the unit in which the CPSU Branch President (or nominee) and/or the NTEU Branch President is located to enable the employment of suitable replacement staff. This will enable the Branch President/s to be released from 50% of his or her normal duties in order to undertake activities on behalf of CPSU/NTEU members.

The University recognises the role of NTEU and CPSU general staff delegates in ensuring the proper implementation of this Agreement.

Staff members who have been appointed by a Union to be a Union representative will be given reasonable time off during working hours for the conduct of essential Union affairs.

The University agrees to negotiate with the NTEU and CPSU to provide adequate support to enable NTEU and CPSU bargaining representatives to participate in the negotiation of the subsequent Enterprise Agreement.

Union meetings

The Unions may, with the prior approval of the University, hold meetings of members on the premises of the University at times and locations agreed between the Unions and the University; provided that the Unions will give the University adequate notice of their intention to hold such meeting/s.

Union meetings will not be held during working hours.

Subject to the convenience of the University, staff members may vary their meal breaks to allow them to attend a Union meeting, provided that they make up any time lost on the day of the meeting, or by mutual agreement with their supervisor, on another day.

77. Union Right of Entry

A Union official may enter any premises where staff work during working hours to have discussions with staff members at lunchtime or non-working time.

An official may enter any premises where staff work during working hours to investigate a suspected breach of industrial relations legislation or any industrial instrument relating to the staff.

To investigate the suspected breach the authorised Union official may:

require the University to give the Union the records of any staff member, and any documents kept by the University that are related to the suspected breach; and/or

copy any records or other documents related to the suspected breach during the usual office hours at the University premises or a mutually convenient time and place.

A Union official must give the University at least 24 hours notice before exercising a right under this clause and will consider the University's Privacy obligations.

78. Union Fees: Payroll Deduction

If a staff member authorises the University to do so, the University will deduct Union membership dues from the salary of that staff member and forward them to the nominated Union. The commitment by the University to this provision will cease on the nominal expiry date of this Agreement.

79. Union Training Leave

The University will grant a staff member who is a member of a Union which is a party to this Agreement leave to attend a Trade Union course if it is convenient for the University to do so.

A staff member's application for leave must include a statement from the Union that it has nominated the staff member and supports the application.

Leave of up to maximum of six days in any 12 months is allowed (refer to clause 41 where a year of employment is defined as 12 months of paid service from the anniversary of the date of appointment).

PART L: OTHER PROVISIONS

80. Clothing and Safety Equipment

A staff member may be required to wear a uniform or protective clothing, which will be supplied by the University. The uniform or protective clothing will either be:

maintained, laundered, dry cleaned and/or replaced by the University; or

an appropriate allowance may be paid to a staff member to enable him or her to maintain, launder, dry clean and/or replace the uniform or protective clothing.

Where a staff member is required under relevant legislation to wear safety equipment, the University will consult with the staff member about the requirement and will either supply the equipment or reimburse the staff member for the costs of the equipment.

A staff member required to wear protective clothing and/or use special safety equipment will wear the clothing and use the equipment that has been provided.

Any special clothing or equipment provided by the University for a staff member to wear and/or use remains the property of the University at all times. The clothing and/or equipment must be returned by the staff member either when he or she moves to another position (where the clothing and/or equipment is not required) or when he or she leaves the University.

81. Hazardous Substances/Situations

Where in the course of his or her normal duties a staff member comes in contact with infectious or contagious material, including infected animals, and/or toxic, radioactive or other hazardous substances as may be listed by the University in its Guidelines for Dealing with Hazardous Substances, updated from time to time, either:

the University may arrange for the staff member to undergo regular medical assessment/s; arrangements for these assessments, including meeting the costs, will be made by the University, and a copy of the assessment/s will be given to the staff member; and/or

the staff member may apply to the University to undergo regular medical assessments by the doctor of his or her choice; the University will reimburse the costs of the examination/s and assessment/s on the basis that the University receives a copy of the assessment/report, and provided that the University will determine any limitations of cost and frequency of the examinations and assessments.

Where a staff member's duties require him or her to be involved in the handling and preparation of radioactive materials, the staff member will be authorised to do so under the provisions of the Radiation Control Act and Regulations, and the University will reimburse the required staff member with the cost of the authorisation licence.

Where a staff member in the course of his or her normal duties may (or is likely to) come into contact with Tetanus, Q Fever, Hepatitis, Tuberculosis or other disease, the staff member will be required by the University to obtain appropriate immunisation vaccine/s. The cost/s of the vaccination/s, including those required on a regular basis, will be met by the University.

82. Noise Levels

The University will comply with the noise level requirements set out in the relevant NSW statute.

A staff member concerned about the noise levels of his or her immediate working environment may request the University to carry out an assessment of the noise levels.

A copy of the assessment will be sent to the staff member and the Union/s (if applicable).

The University will meet the costs of any protective equipment or clothing which needs to be worn by the staff member. This equipment/clothing remains the property of the University.

83. Personal Property: Compensation for Loss or Damage

For the purpose of this sub-clause a staff member's personal property means clothing, spectacles (or contact lenses), hearing aid or tools of trade which are ordinarily required for the staff member to perform his or her normal duties.

The University will compensate a staff member whose personal property is damaged during the course of his or her employment under the following circumstances:

due to negligence by the University, or by another staff member in the execution of his or her duties; or

due to a defect in equipment or materials supplied by the University; or

where the staff member has protected or tried to protect the University's property from being lost or damaged.

Where a staff member's clothing, spectacles or hearing aids are damaged or destroyed by fire or molten metal or through the use of corrosive substances, the University will provide compensation to the staff member to the extent of the damage sustained.

Sub-clauses 0 and 0 do not apply when a staff member is entitled to receive compensation under the NSW Workers' Compensation Act for such damage.

84. First Aid

The University will provide and maintain adequate first aid facilities.

85. Travel

A staff member who is required to travel is entitled to either economy class air travel, or first class rail travel (including a sleeping berth if necessary).

86. Camperdown/Darlington Security Patrol Officers Agreement

Certain special conditions of employment for Camperdown/Darlington security patrol staff are set out in The University of Sydney Camperdown/Darlington Campus Security Patrol Officers Agreement in Schedule 4. If there is a conflict between conditions set out in this Agreement and Schedule 4, the conditions of Schedule 4 will apply.

87. Movement of Attendants

The conditions under which attendants may be moved to a new building and conditions about supply of clothing and safety equipment to attendants are set out in the University of Sydney Mobility and Related Matters Provisions in Schedule 5. If there is a conflict between conditions set out in this Agreement and Schedule 5 the conditions of Schedule 5 will apply.

88. Traffic Information Officers Agreement

Certain special conditions of employment for Traffic Information Officers are set out in the Traffic Information Officers Agreement in Schedule 6. If there is a conflict between conditions set out in this Agreement and Schedule 6, the conditions of Schedule 6 will apply.

89. Sydney Teaching Hospitals (Veterinary Clinics) Agreement

Certain special conditions of employment for general staff working at the Sydney Teaching Hospitals (Veterinary Clinics) are set out in the University of Sydney Teaching Hospitals (Veterinary Clinics) Agreement in Schedule 7. If there is a conflict between conditions set out in this Agreement and Schedule 7, the conditions of Schedule 7 will apply.

PART M: SCHEDULES

The following schedules are available in the separate document entitled ‘General Staff Agreement 2003-2006 – Schedules’, while the Casual Staff rates are available in the document ‘General Staff Agreement 2003-2006 – Casual Rates’:

Schedule 1: Salaries and Allowances

Schedule 2: Higher Education Officer Descriptors

Schedule 3: Casual Contract of Engagement Pro-Forma

Schedule 4: The University of Sydney Camperdown/Darlington Campus Security Patrol Officers Agreement

Schedule 5: The University of Sydney Mobility and Related Matters Provisions, 1996

Schedule 6: Traffic Information Officers Agreement

Schedule 7: The University of Sydney Teaching Hospitals (Veterinary Clinics) Agreement

PART N: SUBJECT INDEX**A**

Accelerated Salary Increment	15, 56
Adoption leave	49
Advertisement of positions.....	17, 27
Agreement Availability	9
Agreement Objectives	11
Agreement, Application	8
Agreement, Binding effect	8
Agreement, No extra claims	9
Agreement, Operation of.....	7
Agreement, Parties to	8
Allowances	13
Annual Activities Evaluation	55
Annual Leave	40
Annual leave loading.....	41
Annualised employment.....	25
Anti-discrimination	9
Appointment letter.....	19
Apprentices.....	13
Attendants.....	90
Australian Workplace Agreements	31
Awards and Agreements	9

B

Bereavement leave	41
Bonus payment	12

C

Cadetships	15
Camperdown/Darlington Security Patrol Officers Agreement	90
Career development leave	42
Carer's leave	42
Casual contract of engagement.....	27
Casual employment	19, 26
Casual loading	26
Casual minimum hours.....	27
Casual student engagement	28
Casuals.....	5, 17, 40
Change.....	62
Classifications	17
Clothing and safety equipment.....	88
Consultation.....	5, 62, 63
Consultation about University policies	9
Continuing contract of employment.....	19
Continuing employment	19
Continuous employment.....	5

Conversion - Casual	28
Conversion - fixed term	22

D

Day-workers.....	33
Defence forces training leave.....	43
Definitions.....	5
Delegated Officer	5
Demotion appeals.....	81
Department.....	6

E

Emergency services leave	43
Employment security	61
End of employment.....	41, 71
Exclusion from agreement	8

F

First aid	89
Fixed-term contracts - non-renewal	71
Fixed-term contracts - types.....	20
Fixed-term employment.....	20
Flexible time off.....	6
Flexible working arrangements.....	33
Flexi-time.....	6
Full-time staff member	6

G

General staff.....	6
General Staff Classification Advisory Committee (GSCAC).....	18
Grievance settlement.....	84

H

Harassment and discrimination resolution	9
Hazardous substances/situations	88
Head of department.....	6
HECE Award	6
HECE MOA	6
HEGSS Award	6
HEO Level	6, 17
HEO Level 10	18
Higher duties	13
Higher Education Officer Descriptors	17
Hours of work	32

I			
Ill health.....	73	Pay increases.....	12
Immediate family	6	Payment of salaries	12
Increases in salaries and casual rates of pay	12	Performance Management and Development.....	7, 55
Incremental progression	15, 55, 56	Performance recognition and progression	15, 55, 56
Indigenous Australians' employment.....	30	Personal property: compensation for loss or damage.....	89
Indigenous staff - cultural and ceremonial leave.....	43	Primary care giver.....	46
Industrial dispute settlement.....	83	Probation	26, 55
Intellectual property	9	Public holidays.....	39
J		R	
Joint Consultative Committee	6, 61	Reclassification	18
Jury service.....	43	Recruitment and Selection	17
L		Recruitment appeals.....	76
Leave without pay	44	Redeployment	64, 66
Long service leave.....	44	Reduced working weeks scheme	25
M		Redundancy.....	64
Managing Change.....	62	Remuneration packaging	14
Maternity leave.....	47	Renewal of fixed-term contract	24
Maternity leave - conditions for return to work.....	51	Research only.....	18
Maternity leave - subsequent applications	52	Resignation	71
Meal breaks	32	Retirement.....	71
Modes of Employment.....	19	Retrenchment - involuntary	68
N		Retrenchment - voluntary	66
Negotiate	7	Retrenchment Benefits.....	69
Nine-day fortnight	34	S	
Noise levels	89	Salaries and related matters	12
O		Salary	7
Occupational Health and Safety	85	Schedule	7
On-call provisions	37	Schedule 1: Salaries and Allowances	91
On-line teaching and learning	9	Schedule 2: HEO Descriptors	91
Ordinary rate of pay	7	Schedule 3: Casual Contract of Engagement Pro-Forma	91
Outstanding Performance	16, 56	Schedule 4: The University of Sydney Camperdown/ Darlington.....	91
Overtime.....	7, 36	Schedule 5: The University of Sydney Mobility and Related Matters Provisions, 1996.....	91
Overtime for casuals.....	27, 37	Schedule 6: Traffic Information Officers Agreement.....	91
P		Schedule 7: The University of Sydney Teaching Hospitals (Veterinary Clinics) Agreement.....	91
Parental leave	46	Scheduled Day Off (SDO).....	7, 33
Partner	46	Seasonal/part-year employment.....	25
Partner leave.....	49	Selection appeals.....	76
Part-time employment	24	Selection committee - Union nominee....	17
		Senior management.....	22

Severance Payments 69, 71
 Shift Loadings 35
 Shift-workers 35
 Sick leave 40, 49, 52
 Special leave 54
 Staff development 56
 Staff member 7
 Student employment 23, 28
 Superannuation 14
 Supervision 57
 Supervisor 7
 Supported Wage 15

T

Termination appeals 81
 Termination on the grounds of ill health 73
 Time in lieu 37

Traffic Information Officers Agreement 90
 Traineeships 15
 Travel 89

U

Union fees: payroll deduction 87
 Union meetings 86
 Union right of entry 86
 Union roles and responsibilities 86
 Union training leave 54, 87
 Union/s 7
 Unsatisfactory performance 58

W

Witnesses 54
 Workplace bullying 9

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

Name:

in the presence of

dated

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

Name:

in the presence of

dated

Signed for and on behalf of
The University of Sydney

Name:

in the presence of

dated

The University of Sydney General Staff Agreement
2003 - 2006
Erratum and Clarifications

The University and the National Tertiary Education Industry Union (the NTEU) and the Community and Public Sector Union (the CPSU) have agreed that the following are errors within the Agreement, the second of which has been corrected in this printed version of the Agreement.

1. Clause 51.4.5 “Long service leave” states:

*" ... if a staff member takes another form of leave on half-pay, his or her **annual leave** will accrue at half the rate for the period of the other form of leave taken".*

This should refer to *"his or her long service leave will accrue at half the rate..."*.

2. Clause 32.11.6 states *"Where a student works more than seven hours in one engagement, the overtime arrangements specified in sub-clause 33.9 will apply."*

There is no sub-clause 33.9, the correct reference is sub-clause 32.9 which deals with overtime for casuals and this printed version has been amended accordingly.

Any queries concerning these erratum and clarifications should be referred to the Industrial Relations Office.