



**The University of Sydney**

**The University of Sydney  
General Staff Agreement 2006 - 2008**

**PART A: ADMINISTRATIVE MATTERS**

**1 TITLE**

This Agreement is called the *University of Sydney General Staff Agreement 2006 - 2008*.

**2 ARRANGEMENT**

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### 3 DEFINITIONS AND INTERPRETATION

#### 3.1 Definitions

**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 agreement can be reached.

**Continuous Service** means a period of employment with the University under an unbroken contract of employment or an unbroken series of contiguous contracts, including periods of approved paid and unpaid leave. Except as otherwise specified in this Agreement, periods of unpaid leave and periods of casual service do not count as service for any purpose.

**Delegated Officer (Investigation)** means a person (including a person who is not a member of University staff) who is authorised by the University to exercise the functions of a Delegated Officer (Investigation) specified in **clause 58** in relation to a particular matter.

**Delegated Officer (Staffing)** means a person or persons to whom authority has been delegated to exercise the functions of Delegated Officer (Staffing) in accordance with the University's approved Delegations of Authority, or in a matter involving a perceived or actual conflict of interest for the Delegated Officer (Staffing), a person appointed by the Vice-Chancellor to exercise the functions that would otherwise be exercised by the Delegated Officer (Staffing) under this Part in respect of that matter.

**External funding** means funding from identifiable sources external to the University, excluding funding from a government operating grant or student fees (other than Continuing Education student fees), but including (but not limited to):

- (a) short-term and non-discretionary bequests; and
- (b) income received by the Centre for Continuing Education, Health Science Clinics, Veterinary Clinics and other units as determined by the University from time to time in consultation with the Staff Consultative Forum.

For the purposes of this Agreement, a position is "externally funded" if more than 50 per cent of the costs (including on costs) of the position are provided from an identifiable source of external funding.

**Full-time staff member** means a staff member (other than a casual staff member) whose ordinary hours of work are 35, 38 or 40 hours per week as set out in **clause 30**.

**General staff** means persons who have been engaged by the University as general staff in the classifications described in **Schedule 2** who are not members of the University's academic or English language teaching staff.

**HEO** means Higher Education Officer and **HEO Level** means a classification level set out in **Schedule 2** to this Agreement.

**Immediate family** means a Partner or former Partner of the staff member, a child, step-child, grandchild, step-grandchild, parent, step-parent, grandparent, step-grandparent, brother (including half-brother), sister (including half-sister), step-brother or step-sister of the staff member or their Partner or former Partner.

**Misconduct** means conduct or behaviour of a kind which is unsatisfactory. Examples of conduct or behaviour which may constitute Misconduct include:

- (a) a breach of the University's Code of Conduct or the University's Code of Conduct for Responsible Research Practice; or

(b) a refusal or failure to carry out a lawful and reasonable instruction.

**Ordinary rate of pay** means the hourly equivalent of Salary.

**Partner** means the spouse or de facto partner of a staff member, and includes a partner of the same sex.

**Part-time staff member** means a staff member (other than a casual staff member) whose ordinary working hours are fewer than those applicable to an equivalent full-time staff member.

**Representative** means a friend, colleague or Union official (but not a practising barrister or solicitor in private practice) chosen by the staff member to represent them.

**Review Committee** means a committee convened in accordance with **clause 75** for the purposes of clauses **58, 65, 70** and **74.4**.

**Reviewer** means a staff member appointed to conduct the staff member's Performance Management & Development (**PM&D**) review in accordance with the University's PM&D procedures.

**Salary** means, in relation to a particular staff member, the annual rate of payment that the staff member receives on the basis of their classification (pro-rata where applicable). For the purposes of calculating payments during leave, payments in lieu of leave and termination payments (other than superannuation payments), "Salary" means the annual rate of payment that the staff member receives on the basis of their classification plus any loadings and allowances which have been paid on a regular and continuous basis up to the time of taking leave or termination other than the allowances specified in **Schedule 3** (unless otherwise specified) or any extraneous payments. Payments in lieu of leave and termination payments do not include employer superannuation contributions.

**Serious misconduct** means:

- (a) serious misbehaviour by a staff member of a kind which constitutes a serious impediment to the carrying out their duties or to other staff carrying out their duties; or
- (b) a serious dereliction of duties.

Examples of conduct which may constitute serious misconduct are:

- (i) a serious breach of the University's Code of Conduct or the University's Code of Conduct for Responsible Research Practice;
- (ii) theft;
- (iii) fraud;
- (iv) assault;
- (v) serious harassment, including sexual harassment;
- (vi) persistent or repeated acts of Misconduct after receiving a written warning; or
- (vii) conviction of an offence that constitutes a serious impediment to the carrying out of a staff member's duties.

**Supervisor** means the Head of a School, Organisational Unit or other budget unit. Staff will be notified in writing of the name of their Supervisor. In matters involving a perceived or actual conflict of interest for the staff member's nominated Supervisor or in other matters in relation to which the University considers it appropriate, a reference to a Supervisor means a person appointed by the University to exercise the functions that would otherwise be exercised by the staff member's nominated Supervisor.

**Union** means the National Tertiary Education Industry Union or the Community and Public Sector Union.

**University** means the University of Sydney.

**Vice-Chancellor** means the Vice-Chancellor and Principal of the University, or in a matter involving a perceived or actual conflict of interest for the Vice-Chancellor, a person appointed by the Vice-Chancellor to exercise the functions that would otherwise be exercised by the Vice-Chancellor in respect of that matter.

**Year of employment** means, except where otherwise specified in this Agreement, a period of 12 months' paid service commencing from the anniversary of the date that the staff member commenced continuing or fixed term employment with the University, and does not include any period of casual employment.

### 3.2 Interpretation

In this Agreement, unless the contrary intention appears, a reference to:

- (a) legislation or a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it;
- (b) a clause or schedule is a reference to a clause of or schedule to this Agreement and a reference to this Agreement includes any schedules;
- (c) guidelines means guidelines as introduced, altered or replaced by the University from time to time;
- (d) a policy means a University policy as introduced, altered or replaced by the University from time to time;
- (e) a procedure means a University procedure as introduced, altered or replaced by the University from time to time;
- (f) a Code of Conduct means a University Code of Conduct as introduced, altered or replaced by the University from time to time; and
- (g) a position includes a person appointed to act in the position on a temporary basis.

## 4 TERM OF AGREEMENT

This Agreement will commence on the date that it is certified and its nominal expiry date is 31 October 2008.

## 5 APPLICATION OF AGREEMENT

### 5.1 Application of Agreement

This Agreement applies to and is binding upon the University and National Tertiary Education Industry Union, the Community and Public Sector Union and all general staff employed by the University other than:

- (a) staff excluded by **clause 5.2** of this Agreement;
- (b) staff to whom one or more of the following awards apply: Teachers (English Language Centres of Australian Universities) Conditions of Employment Award 1996, Entertainment and Broadcasting – Live Theatre and Concert Award 1998, Entertainment and Broadcasting – Live Theatre and Concert Award (State) 1998 or Entertainment and Broadcasting – Theatre Managers' Live Theatre Award 1998.

### 5.2 Exempt Staff

This Agreement does not apply to General Staff employed in senior management roles who, from the first full pay period commencing on or after the dates specified below, receive a Salary and loadings in excess of the amount specified in respect of the relevant date.

<b>1 November 2005</b>	<b>16 March 2006</b>	<b>9 June 2006</b>	<b>16 September 2006</b>
\$132,458	\$135,107	\$137,809	\$140,565
<b>16 March 2007</b>	<b>16 September 2007</b>	<b>16 March 2008</b>	<b>16 September 2008</b>
\$143,376	\$146,244	\$149,169	\$152,152

## 6 OBJECTIVES

The initiatives in this Agreement have been negotiated to:

- (a) provide a rewarding, fair, flexible and harmonious working environment for staff;
- (b) strengthen the University's capacity to achieve its goals as described in its *Strategic Plan 2006 – 2010*, in particular, its "1:5:40" goals; and
- (c) give effect to the Federal Government's Higher Education Workplace Relations Requirements.

## 7 ANTI-DISCRIMINATION

The University is committed to employment practices that help prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, trade union membership and activity, national extraction or social origin.

## 8 INDIGENOUS AUSTRALIANS EMPLOYMENT STRATEGY

- (a) The parties reaffirm their commitment to advance Indigenous employment, and to the implementation of the University's Indigenous Australians Employment Strategy. Key elements of this strategy in relation to staff to whom this Agreement applies include:
- (i) seeking to achieve University-wide goals for Indigenous employment, including 25 entry-level and 8 trainee/cadet general staff positions;
  - (ii) a commitment to indigenisation of the Koori Centre, Yooroang Garang and other designated program areas, including through encouraging applications from Indigenous staff and giving priority to Indigenous appointments to fill vacancies and/or new jobs as they arise;
  - (iii) acknowledging Indigenous community work as part of workloads for Indigenous staff, on the basis that the current workload practices of the Koori Centre will be applied to encompass the community obligations of Indigenous staff in other areas of the University; and
  - (iv) offering continuing employment to staff engaged as Indigenous trainees, apprentices or cadets where there is ongoing need and funding for a continuing position and the staff member concerned has completed their relevant course of training and demonstrated satisfactory performance under the University's Performance Management and Development Program.
- (b) A committee comprising management and staff representatives will oversee implementation of this Strategy. This committee will also provide advice to the University on employment matters where specific recognition of Indigenous knowledge, learning and community links is relevant, including advising on selection and assessment processes, workload models, classification criteria, development of duty statements (or similar) and the use of Indigenous languages. Staff representation on the committee will be determined in consultation with the Staff Consultative Forum.

## 9 AVAILABILITY OF AGREEMENT

A copy of this Agreement will be placed on the University's website and will also be available for inspection by staff at each campus of the University.

## 10 RELATIONSHIP TO OTHER AGREEMENTS, AWARDS AND POLICIES

### 10.1 Agreements and Awards

This Agreement is a closed and comprehensive agreement and wholly displaces any awards and agreements which, but for the operation of this Agreement, would apply.

### 10.2 Australian Workplace Agreements

- (a) The University may offer and enter into Australian Workplace Agreements (**AWAs**) with its staff. Such AWAs may either operate to the exclusion of this Agreement or prevail over this Agreement to the extent of any inconsistency, as specified in each AWA.
- (b) At the time of offering an AWA to a staff member pursuant to **clause 10.2(a)** the University will:
- (i) offer genuine choice between the AWA and this Agreement;
  - (ii) provide access to this Agreement;
  - (iii) advise of the right to appoint a bargaining agent; and
  - (iv) allow at least three weeks to consider any AWA offered.
- (c) Staff will not be disadvantaged in relation to promotion or career progression as a result of exercising their

choice of agreement.

### 10.3 University Policies etc

Any policies, guidelines, procedures and Codes of Conduct of the University (whether referred to in this Agreement or not) do not form part of this Agreement. Where the University is proposing to introduce new policies, guidelines, procedures and Codes of Conduct or to amend such documents in a way that has a significant and substantial impact on matters pertaining to the employment of staff under this Agreement, the University will consult with the Staff Consultative Forum and through the University's collegial processes. Disputes concerning the development and/or review of University policies are not reviewable under the Dispute Resolution Procedure in **clause 74**.

### 11 NO EXTRA CLAIMS

This Agreement is closed and comprehensive. There will be no further claims in relation to the matters covered by this Agreement during its nominal life except where permitted by this Agreement.

## PART B: EMPLOYMENT CATEGORIES AND RELATED MATTERS

### 12 EMPLOYMENT CATEGORIES

(a) Staff may be engaged in the following categories:

- continuing employment;
- fixed term employment;
- casual employment; or
- seasonal, part-year or annualised employment.

(b) Staff will not be engaged on multiple continuing or fixed term contracts simultaneously. Where a staff member has been engaged on multiple continuing or fixed term contracts simultaneously, the multiple contracts will be consolidated into a single contract.

### 13 CONTINUING EMPLOYMENT

Continuing employment means full-time or part-time employment under a contract that contains a commencing date but no date or contingency upon which the contract will come to an end.

### 14 FIXED TERM EMPLOYMENT

#### 14.1 Definition

Fixed term employment means full-time or part-time employment for a specified term or other ascertainable period under a contract that contains a starting date and an end date or, instead of an end date, a contingency relating to a specified task or project upon which the contract will come to an end. Such a contract may be terminated before the specified end date or contingency in accordance with the terms of this Agreement.

#### 14.2 Probation

For avoidance of doubt, the provisions relating to probation set out in **clause 17** apply to staff engaged on a fixed-term basis except that where a staff member has successfully completed probation, any renewal of their contract in accordance with **clause 14.3** will not include a further period of probation.

#### 14.3 Further offers of employment and ending fixed term employment

- (a) A staff member engaged for a fixed term may be offered further terms of employment. Unless such an offer is made and accepted, or the staff member's employment is terminated earlier in accordance with this Agreement, the staff member's employment will end on the specified end date or occurrence of the contingency specified in their contract of employment.
- (b) Staff engaged for a fixed term will be notified in writing before the end of their term, task or project:

- (i) whether the University proposes to retain the same position, or a substantially similar position, for a further term; and
- (ii) whether they will be offered a further term of employment.

Subject to **clause 14.3(c)**, the minimum notification period will be as follows:

Period of Continuous Service	Notification Period
Less than 3 years	2 weeks before the specified end date*
3 years to less than 5 years	3 weeks before the specified end date*
5 years or more	4 weeks before the specified end date*

*\*The minimum notification period will be increased by one week for a staff member who has completed at least 2 years' Continuous Service and is aged 45 years or over.*

- (c) If a decision about the retention of the position cannot be made within the timeframe specified in **clause 14.3(b)** due to uncertainty about the availability of external funding, the University will notify the affected staff member within the timeframes specified in **clause 14.3(b)** to this effect and provide notification in relation to the retention of the position and further employment as soon as practicable thereafter.
- (d) Where the University decides to retain the same position, or a substantially similar position, for a further term, employment in the position will be offered to the incumbent provided that:
  - (i) the incumbent's appointment to the position was made following a competitive selection process;
  - (ii) the incumbent's performance in the role has matched expectations set and adopted during their employment and has been assessed as at least satisfactory in accordance with the University's Performance Management and Development Program (see **clause 54**); and
  - (iii) the incumbent has demonstrated the capacity to meet the future expectations of the position, including any new duties or competencies that may be required.

#### 14.4 Applications for Conversion to continuing employment

A staff member who has been engaged on a fixed term basis and is offered a further fixed term contract may apply for conversion to continuing employment on the same salary and classification specified in the fixed term offer. The University may refuse an application for conversion on reasonable grounds, which may include, but are not limited to, the following:

- (a) Where the staff member:
  - (i) is a student, and their status as a student was the primary reason for their appointment;
  - (ii) is a genuine retiree (including a staff member who elected to change from continuing employment to a pre-retirement contract);
  - (iii) performing work which will cease to be required after the term of employment offered by the University.
  - (iv) is performing work which is predominantly related to discontinued, or discontinuing programs; or
- (b) Where the fixed term employment is for:
  - (i) a specific task or project, or is Externally Funded;
  - (ii) the purpose of filling a temporary vacancy;
  - (iii) a period of up to three years in a new organisational area or program; or
  - (iv) a period of up to three years in an area where there has been a sudden and unanticipated increase in enrolments.

#### 14.5 Severance payments

- (a) Subject to **clause 14.5(e)**, severance payments will be made in accordance with **clause 14.5(b)** or **14.5(c)** to staff:

- (i) who have been engaged on a fixed term basis;
  - (ii) who seek to continue their employment after the end of their specified term, task or project and are not offered further employment;
  - (iii) whose contract is not renewed because:
    - (A) in the case of a staff member employed on a second or subsequent fixed-term contract, the same (or substantially similar) duties are no longer required by the University; or
    - (B) the duties of the kind performed in relation to the work continue to be required but another person has been appointed, or is to be appointed to the same (or substantially similar) duties; and
  - (iv) who satisfy the criteria specified in either **clause 14.5(b)** or **14.5(c)**.
- (b) A staff member employed on a fixed-term contract:
- (i) requiring them to work on specific task or project; or
  - (ii) that is Externally Funded (but where the contract is not contingent); or
  - (iii) to undertake only research functions

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

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

- (c) A staff member employed on a fixed-term contract which was entered into after the commencement of this Agreement and who is not offered further employment but who seeks to continue their employment will be entitled to severance pay in accordance with the following scale except where **clause 14.5(b)** applies:

Period of continuous service since commencement of Agreement	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 but less than 5 years	8
5 years or more but less than 6 years	11
6 years or more but less than 8 years	14
8 years or more but less than 10 years	17
10 years or more but less than 12 years	20
12 years or more but less than 15 years	24
15 years or more but less than 20 years	30
20 years or more but less than 26 years	40
26 years or more	52

- (d) No severance payments will be made to a staff member who:
- (i) is offered suitable alternative employment, whether such offer is accepted or not;

- (ii) was engaged as a replacement staff member;
  - (iii) was engaged for up to five years on a pre-retirement contract;
  - (iv) was engaged for up to five years to undertake work where recent practical or commercial experience is required;
  - (v) was engaged for up to three years in response to a sudden and unanticipated increase in enrolments;
  - (vi) was engaged for up to three years by a new organisational area to perform function/s that had not been performed previously, the prospective need or demand for which is uncertain or unascertainable at the time of establishment of the unit;
  - (vii) was engaged for up to two years where part or all of the organisational unit concerned is to be disestablished;
  - (viii) was engaged in a senior management position at HEO Level 10 and above and whose salary was between \$114,194 per annum and \$132,458 per annum (as at 11 November 2005) and adjusted from time to time to reflect salary increases provided for in this Agreement;
  - (ix) was a post-graduate student engaged to perform work related to their course of study; or
  - (x) was engaged for a fixed term to undertake a Traineeship or Cadetship.
- (e) Where the University notifies a fixed term staff member in writing that further employment may be offered within six weeks of the expiration of their fixed term, any severance payments to which the staff member would be entitled in the event that no such offer of employment is made will be deferred until either:
- (i) four weeks after the expiration of the staff member's fixed term; or
  - (ii) the University notifies the staff member that no such offer of further employment will be made, whichever occurs first.
- (f) Severance payments made under this **clause 14.5** will be treated as eligible termination payments for taxation purposes unless taxation laws require otherwise.

**15 CASUAL EMPLOYMENT**

**15.1 Definition**

Casual staff are those staff who are engaged and paid on an hourly basis.

**15.2 Engagement**

- (a) Casual engagements should be on the basis of merit, and be transparent, competitive and consistent with University policy.
- (b) Without limiting the University's capacity to engage casual staff generally:
  - (i) full-time and part-time staff may also be engaged on a casual basis outside their usual working hours to perform work other than their normal duties provided that the arrangements are mutually agreed and there is no impact on their normal work; and
  - (ii) students (including, but not limited to, post-graduate students) of the University may be engaged on a casual basis.
- (e) Casual staff will be paid for a minimum of three hours except as follows:

Students performing work between Monday and Friday (except public holidays) during the University's main teaching weeks and any other day that they are expected to attend the University in their capacity as students	One hour
Retirees and persons with a primary occupation elsewhere (including with the University)	
Examination Supervisors (invigilators) and Assistants	
Persons engaged to perform work of a kind that is normally performed in the pastoral, wine, horticultural, or metals, engineering and associated industries	
Persons engaged to perform work of a kind normally performed in the fruit and vegetable growing or hospitality industries or in the provision of family day care or nursing services	Two hours

### 15.3 Performance assessment

The performance of casual staff may be assessed under the University's Performance Management and Development Program (see **clause 54(d)**).

### 15.4 Payment

- (a) For ordinary hours worked, casual staff will receive the applicable full-time Ordinary Rate of Pay (as determined in accordance with the HEO descriptors set out in **Schedule 2**) plus a loading of 25% of that Rate in lieu of all forms of paid leave, paid public holidays, notice of termination of employment and severance benefits. The rates payable to casual staff for overtime hours are as specified in **clause 37.3(C)**.
- (b) Casual staff will be paid within 22 days of submitting a valid and completed claim for payment in accordance with University procedures.

### 15.5 Casual service

Except where expressly specified in this Agreement, periods of casual employment do not count as service for the purpose of determining a staff member's entitlement to any benefit provided for under this Agreement which requires a minimum period of qualifying service or which is determined on the basis of length of service.

### 15.6 Application for conversion to continuing or fixed term employment

- (a) A casual staff member may apply in writing for conversion to continuing or fixed term employment if they have performed the duties of a position, or a substantially similar position of the same classification in the same organisational unit, on a regular and systematic basis:
  - (i) over the immediately preceding 12 month period and in that period worked an average of at least 50% of the ordinary weekly hours that would have been worked by an equivalent full-time staff member; or
  - (ii) over the immediately preceding period of at least 24 months.
- (b) For the purposes of **clause 15.6(a)**:
  - (i) occasional and short term work in a different position, classification or organisational unit does not affect a staff member's eligibility to apply for conversion but will not be taken into account in determining whether the eligibility criteria in that clause are satisfied;
  - (ii) employment for a limited number of weeks each year, (for example, exam invigilation and assisting in enrolment periods) constitutes intermittent, and not regular and systematic employment, but regular and systematic employment for an extended period each year, (for example, from March to November, but not during semester breaks and the long vacation), is regarded as regular and systematic employment.
- (c) The University may refuse an application for conversion on reasonable grounds, which may include, but are not limited to, the following:
  - (i) the casual staff member:
    - (A) is a student, or has recently been a student and their status as a student was the primary reason for their appointment;
    - (B) is a genuine retiree;
    - (C) has another primary role in the University, either as a staff member or a contractor;
    - (D) has not performed in the role in accordance with expectations set and adopted during their employment and has been assessed as not meeting requirements in accordance with the University's Performance Management and Development Program;
    - (E) does not meet the essential requirements of the position; or
  - (ii) the work performed:

- (A) by the staff member will either cease to be required, will be performed in a different manner or will be performed by another non-casual staff member within 26 weeks from the date of the application for conversion;
- (B) is ad hoc, intermittent, unpredictable or involves hours of work that are irregular.
- (d) Conversion may be to seasonal, part-year or annualised employment where the work performed by the casual staff member has customarily been performed in this manner or in other cases by agreement between the University and the staff member.
- (e) A casual staff member whose application for conversion is refused will be provided with written reasons for the refusal, and may not make a further application for conversion for at least 12 months unless the refusal was for the reasons specified in **clause 15.6(c)(iii)** in which case a further application may be made after 26 weeks.
- (f) A casual staff member's engagement arrangements or working hours must not be altered to avoid obligations under this **clause 15.6(c)**.

## 16 SEASONAL, PART-YEAR AND ANNUALISED EMPLOYMENT

- (a) Staff may be engaged on a seasonal, part-year or annualised employment basis to work an agreed pattern of hours incorporating a combination of full-time service and/or part-time service and periods during which no work is required. Such arrangements may be made for employment on a continuing or fixed term basis.
- (b) Staff engaged on a seasonal, part-year or annualised employment basis may elect to:
  - (i) have their hours of work averaged over a 12 month period and be paid fortnightly according to their averaged hours; or
  - (ii) be paid for the hours that they actually work, and take accrued paid leave, or when paid leave entitlements are exhausted, unpaid leave, during periods that they are not required to work.
- (c) An election made pursuant to **clause 16(b)** will be operative for a minimum of 12 months, and may be altered by the staff member no more than annually.

## 17 PROBATION

### 17.1 Engagement on probationary basis

Staff other than casual staff may be engaged on a probationary basis.

### 17.2 Probation period

- (a) The initial period of probation may be up to six months, or in the case of staff engaged on fixed term contracts that are Externally Funded, probation may be up to 12 months. The probation period must be reasonable, commensurate with the nature of the position and the staff member must have been notified of the probation period before commencing employment.
- (b) During the probation period, the staff member's performance will be assessed in accordance with the Performance Management and Development (PM&D) Program referred to in **clause 54** and their Supervisor will inform them of any deficiencies in their performance or conduct and the improvements necessary to meet the required standard. The successful completion of probation requires a PM&D evaluation with an overall rating of "satisfactory" or higher.
- (c) A staff member whose performance is not meeting the required standard and who, as a result, is at risk of having their employment terminated in accordance with **clause 17.3** will be given a written notification to this effect (**a Performance Warning**). This clause does not preclude the University from terminating the employment of a staff member in accordance with **clause 17.3** without such prior written notification where the staff member has engaged in Serious Misconduct.
- (d) Where a staff member's performance fails to meet the required standard:

- (i) during their initial probationary period, the staff member's probationary period may be extended for a further period of up to three months; or
- (ii) during their initial probationary period or any extended probationary period, the staff member's employment may be terminated in accordance with **clause 17.3**.

### **17.3 Termination of employment during probationary period**

- (a) At any time up to the end of the probationary period, including any extended probationary period, a staff member's employment may be terminated:
  - (i) by the staff member or the University upon one week's written notice; or
  - (ii) by the University, without notice or payment in lieu of notice if the staff member has engaged in Serious Misconduct.
- (b) The University may substitute payment in lieu of all or any part of any period of notice of termination.
- (c) The University must not terminate a staff member's employment pursuant to **clause 17.3(a)(i)** or **17.3(a)(ii)** unless the staff member has been informed of, and given an opportunity to respond to, any adverse material about them.
- (d) The University must not terminate a staff member's employment pursuant to **clause 17.3(a)(i)** for reasons relating to the staff member's performance unless the staff member has been informed of, and given an opportunity to address any deficiencies in their performance or conduct.
- (e) The procedures set out in **clauses 55 to 60** and **70.2** do not apply to the termination of employment under this **clause 17.3**.

## **18 PART-TIME EMPLOYMENT**

- (a) Staff may be employed on a part-time basis for fewer than the ordinary working hours applicable to an equivalent full-time staff member.
- (b) The University may approve job-sharing arrangements between staff, subject to operational needs. Job-sharing arrangements will be determined on a case-by-case basis.
- (c) Except where specified otherwise, provisions relating to salary, leave and all other entitlements contained in this Agreement, and other benefits provided in accordance with University policies, apply to part-time staff on a pro rata basis.
- (d) Where part-time staff are required to work additional hours, they will be paid at the following rates:
  - (i) Where the total hours worked on any one day do not exceed of 20% of the ordinary weekly hours of an equivalent full-time staff member, the additional hours are paid at the staff member's ordinary rate of pay; and
  - (ii) Where the total hours worked on any one day exceed of 20% of the ordinary weekly hours of an equivalent full-time staff member, the additional hours are paid at the overtime rates specified in **clause 37**.
- (e) Additional hours worked up to the ordinary weekly hours of an equivalent full-time staff member count as service for all purposes.

## **19 REDUCED WORKING WEEKS SCHEME**

- (a) Full-time staff engaged on a continuing or fixed term basis may participate in the University's Reduced Working Weeks Scheme (**RWWS**) with the approval of their Supervisor.
- (b) Under the **RWWS**, staff may work a reduced number of weeks over a 12 month period and take additional leave, with a proportionate reduction in their Salary, loadings (if any), leave accruals and any other entitlements. Salary payments will be spread over a 52 week period.

- (c) Where participation in the RWWS is approved, the amount of additional leave normally available is four weeks. However, amounts of up to nine weeks may be agreed subject to operational requirements.
- (d) Participating staff may apply to reduce their superannuation contributions to a level based on their RWWS salary subject to the rules of the superannuation scheme to which they belong.
- (e) Participating staff will be required to enter into an agreement in relation to the repayment of any Salary overpaid in the event of their early withdrawal from the scheme or the termination of their employment. Such agreement will include provision for monies to be deducted from the staff member's termination payments and such other payment arrangements as may be necessary.
- (f) All annual leave must be taken at mutually agreed times, which must be during the staff member's period of participation in the RWWS. A minimum of four weeks' leave must be taken in blocks of at least one week each.
- (g) A staff member may revert to 52 week employment by giving the University at least four weeks' written notice. Appropriate pro rata Salary adjustments will be made on reversion.

## 20 EMPLOYMENT INFORMATION

- (a) Staff will be provided with written confirmation of their employment category, classification, duties, Salary (or hourly rate or rates in the case of casual staff), whether the position is full-time, part-time or casual and the name and position of their Supervisor. Part-time staff will also be notified of the percentage of the full-time or hours to be worked. Casual staff will be informed of the number of hours required or anticipated (where known), and the provisions relating to conversion to continuing or fixed term employment. Staff will also receive fortnightly statements of details of salary payments including gross salary, tax and other deductions, superannuation, allowances, loadings, overtime payments and annual leave balance. Such statements may be issued in electronic form provided that alternative arrangements will be made for staff for whom access to electronic statements is not readily available.
- (b) A staff member (other than a probationary or casual staff member) who has been an unsuccessful applicant for an advertised position may lodge an appeal or grievance against the selection decision in accordance with the University selection appeals policy in place at the commencement of this Agreement.

## PART C: CLASSIFICATIONS, SALARIES AND RELATED MATTERS

### 21 CLASSIFICATIONS

#### 21.1 Classifications

The classifications and classification descriptors for all general staff to whom this Agreement applies except Trainees are set out in **Schedule 2**.

#### 21.2 Research Only Staff

Staff may be engaged in "research only" roles. The classification descriptors in **Schedule 2** apply to research only as well as other staff to whom this Agreement applies.

#### 21.3 Reclassification

Staff may be reclassified to a higher HEO level if they can demonstrate that they have the skills for the higher level and are required by the University to spend a substantial proportion of their time performing duties using those skills.

#### 21.4 General Staff Classification Advisory Committee

A General Staff Classification Advisory Committee comprising up to four nominees of the University and four staff representatives nominated by the Staff Consultative Forum will advise the University on:

- the application of the classification 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.

## 22 SALARIES

### 22.1 Salaries and salary increases

The rates of pay applicable to the classifications referred to in **clause 21** are set out in **Schedule 1**. These rates include the following increases during the term of the Agreement:

- 2% from the first full pay period on or after 16 March 2006;
- 2% from the first full pay period on or after 9 June 2006\*;
- 2% from the first full pay period on or after 16 September 2006;
- 2% from the first full pay period on or after 16 March 2007;
- 2% from the first full pay period on or after 16 September 2007;
- 2% from the first full pay period on or after 16 March 2008; and
- 2% from the first full pay period on or after 16 September 2008.

*\*this increase is in lieu of an increase of 2% provided for under the terms of the University of Sydney General Staff Agreement 2003-2006, which has been replaced by this Agreement.*

### 22.2 Allowances

Allowances will be paid to eligible staff in accordance with **Schedule 3**. Except as specified in Schedule 3, the allowances listed in that schedule will be increased during the term if this Agreement in accordance with the percentage increases specified in **clause 22.1** at the times specified in that clause.

## 23 APPRENTICES, CADETS, TRAINEES AND SUPPORTED WAGE ARRANGEMENTS

### 23.1 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%

### 23.2 Cadets

The University may employ eligible persons as cadets on a fixed term basis. Cadets will receive the following percentage of the applicable rate specified in **Schedule 1**:

- 1st year 60%
- 2nd year 75%
- 3rd year 85%

### 23.3 Trainees

The University may employ eligible persons on a fixed term basis to be trainees, (i.e. persons who undertake a structured program of paid work and training pursuant to a training agreement registered with the relevant State training authority) under the arrangements in place immediately before the commencement of this Agreement.

### 23.4 Supported wage arrangements

- (a) Nothing in this Agreement will prevent the full operation of the Supported Wage System as documented in the Commonwealth Government's *Supported Wage System: Guidelines and Assessment Process* as varied from time to time.

- (b) Staff covered by the Supported Wage System will be paid the greater of \$62 per week or a percentage of the relevant base Salary for their class of work which corresponds to their assessed capacity (ranging from 10% to 90%).

## 24 HIGHER DUTIES ALLOWANCE

- (a) Staff may be required to act temporarily in a position which is classified at a higher level than their substantive position. Subject to **clauses 24(b)** and **24(c)**, staff required to act in a higher position for a continuous period of five working days or more will be paid an allowance as follows:
  - (i) if required to perform the full range of duties of the position in which they are required to act, the allowance will be equivalent to the difference between the staff member's own Salary and the minimum salary rate applicable to the classification of the acting position; and
  - (ii) in other cases the amount payable will be determined by the University having regard to factors such as the duties that the staff member is required to perform and the staff member's performance, including during previous periods of temporary performance and relevant experience or skills.
- (b) If a staff member has been acting in a higher position for a continuous period of 12 months and is able to satisfy the criteria for incremental progression:
  - (i) the allowance will be increased to the next incremental step within the higher classification level if the staff member is required to perform the full range of duties of the position in which they are required to act; and
  - (ii) in other cases, the allowance will be increased by an amount reflecting the percentage of the duties required to be performed.
- (c) A staff member whose substantive responsibilities as specified in their duty statement (or equivalent) include deputising for a more senior staff member will not be entitled to any allowance when acting in the senior staff member's position.

## 25 SALARY INCREMENT PAYMENT

Upon completion of twelve months' paid service, a staff member (other than a staff member who is paid at the highest salary step applicable to their classification level) will be eligible for advancement to the next salary step within their classification level unless their performance has been assessed as "not meeting requirements" under the University's Performance Management and Development Program in accordance with **clause 54** or their conduct has been found to be unsatisfactory. A decision to withhold a salary increment must be authorised by the relevant Supervisor. If incremental progression is withheld or deferred, the staff member will be notified in writing of the reasons and given the opportunity to respond.

## 26 PAYMENT OF SALARIES AND RELATED PAYMENTS

- (a) Salaries, allowances and overtime payments will be paid fortnightly by electronic funds transfer into a financial institution account nominated by the staff member.
- (b) Any other payments to which a staff member may be entitled, whether under this Agreement or otherwise, will also be made by electronic funds transfer into a financial institution account nominated by the staff member.

## 27 SUPERANNUATION

### 27.1 Employer Contributions

- (a) Subject to **clause 27.1(b)**, the University will make employer superannuation contributions to Unisuper in accordance with the relevant employer contribution levels and arrangements in place immediately prior to the commencement of this Agreement.

- (b) For staff who are members of the State Superannuation Scheme or the State Authorities Superannuation Scheme (**the State Schemes**), the University will make employer superannuation contributions to the State Scheme to which the staff member belongs in accordance with the relevant employer contribution levels and arrangements in place immediately prior to the commencement of this Agreement provided that the staff member is eligible to have employer superannuation contributions made on their behalf to their State Scheme and elects to do so.
- (c) The effect of **clause 27.1(a)** is that Unisuper will continue to be the sole fund for employer superannuation contributions except as provided for in **clause 27.1(b)**.

## **27.2 Employee Contributions**

Staff will be required to make such employee contributions as may be required by the scheme to which employer contributions are allocated in accordance with **clause 27.1**.

## **28 REMUNERATION PACKAGING**

Staff (other than casual staff) may enter remuneration packaging arrangements in accordance with University policy. Any termination payments and payments in lieu of leave payable to a staff member will be calculated on the basis of the Salary which would be payable had they not taken benefits in lieu of salary.

## **PART D: HOURS OF WORK AND RELATED MATTERS**

### **29 APPLICATION**

For staff employed at the University's Veterinary Clinics and farms to whom the arrangements referred to in **clause 76** apply, the arrangements referred to in that clause (as applicable) prevail to the extent of any inconsistency over this **Part D**.

### **30 ORDINARY HOURS OF WORK**

The ordinary weekly working hours for staff employed under this Agreement are as follows:

- (a) staff who are responsible for the care of animals other than farm staff: 38 hours
- (b) farm staff : 40 hours;
- (c) all other staff: 35 hours.

### **31 DAY WORK AND SHIFT WORK**

- (a) Staff to whom this Agreement applies will be engaged as either day-workers or shift-workers.
- (b) A day worker (other than a student engaged on a casual basis) is a staff member who works their ordinary hours within the span 7.00am to 7.00pm Monday to Friday, excluding public holidays. Students engaged on a casual basis work their ordinary hours within the span 7.00am to 7.00pm, Monday to Saturday.
- (c) By agreement between the University and a staff member who is a day worker (other than a student engaged on a casual basis), the staff member may work within the span 7.00am to 7.00pm Monday to Saturday, excluding public holidays if they wish to do so, provided that their weekly working hours are arranged to enable them to have at least two days off within the calendar week.
- (d) Students engaged on a casual basis may work their ordinary hours within the span 7.00am to 10.00pm, Monday to Saturday if they request to do so.
- (e) 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 7.00am to 7.00pm Monday to Friday.

### 32 ABSENCE FROM DUTY

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

### 33 MEAL BREAKS AND RELATED MATTERS

- (a) Staff must not be required to work more than five hours without an unpaid meal break. Meal breaks must be at least 30 minutes and no more than one hour, except with the approval of the Supervisor. If a staff member is required to work any part of their meal break, the time worked will be paid at the ordinary rate of pay.
- (b) A shift worker may take a paid crib break instead of a meal break with the approval of their Supervisor.
- (c) Staff who are required to work overtime must take unpaid meal breaks of at least 30 minutes in accordance with **clause 33(a)**. Staff are entitled to a meal allowance as specified in **Schedule 3** where a meal break falls due and is taken during a period of overtime.

### 34 FLEXIBLE WORKING ARRANGEMENTS FOR DAY WORKERS

- (a) Arrangements under this clause provide flexibility for the University and staff who are day workers in relation to working hours. Staff may work flexible hours, subject to the following:
  - (i) staff must be in attendance during the core hours set for their work area from time to time;
  - (ii) with the approval of their Supervisor, staff members have flexibility in terms of their attendance outside of core hours;
  - (iii) all hours worked and absences must be recorded formally for accrual/audit purposes;
  - (iv) staff may work flexible hours outside their number and span of ordinary hours specified in **clause 31** if agreed to by their Supervisor. Such hours will be paid at the staff member's ordinary rate of pay, and no shift, weekend or public holiday loadings will be paid for time worked under such flexible working arrangements;
  - (v) time may be accrued only by working additional time; no time is accrued during leave or public holidays.
- (b) As far as practicable, the pattern of hours worked to accrue time for, and take flexible time off, will be agreed between each staff member and their Supervisor. Where agreement cannot be reached, the hours worked will be determined by the Supervisor in accordance with **clause 34 (a)(ii)**, provided that staff must be permitted to take accrued flexible hours off as a whole day.
- (c) Staff are 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.
- (d) Subject to agreement between a staff member and their Supervisor, flexible time off hours and SDOs may be accumulated over a six month cycle as follows:
  - 35 hour staff: up to 42 hours flexible time off or six SDOs;
  - 38 hour staff: up to 46.5 hours flexible time off or six SDOs
- (e) Accrued hours or SDOs not taken within the six month accrual cycle will be forfeited except where a staff member has been unable to utilize them due to management decisions in which case they may be carried over to the next cycle.
- (f) A staff member who retires or resigns will be paid in lieu of up to six accumulated SDOs.
- (g) Alternative local arrangements that had been implemented at the workplace level to provide flexibility for the work area and staff before the commencement of this Agreement will continue unless alternative

arrangements are entered into. Such arrangements will be as set out in the relevant University policy in place at the commencement of this Agreement.

- (h) If a Supervisor wishes to alter an approved local arrangement, the Supervisor will discuss the matter with the affected staff with a view to reaching agreement. Where agreement cannot be reached, the matter will be dealt with in accordance with **clause 74**.

### 35 SHIFT LOADINGS

- (a) Subject to **clause 35(B)**, the following shift loadings are paid to shift-workers in addition to their ordinary rates of pay:

Shift	Definition and conditions	Loading
Early morning	Starts between 4.00am and 6.00am, Monday to Friday	10%
Day shift	Starts between 6.00am and 10.00am, Monday to Friday	Nil
Early afternoon	Starts between 10.00am and 1.00pm, Monday to Friday	10%
Afternoon	Starts between 1.00pm and 4.00pm, Monday to Friday	12.5%
Night	Starts between 4.00pm and 4.00am, Monday to Friday	15%
Permanent night	At least 2/3 of rostered shifts in each roster period are night shifts	30%
Saturday	Any shift worked on a Saturday	50%, which is substituted for and not cumulative upon any other shift loading
Sunday	Any shift worked on a Sunday	75% which is substituted for and not cumulative upon any other shift loading
Public Holiday	Any shift worked on a public holiday	As specified in <b>clause 39</b> , which is substituted for and not cumulative upon any other shift loading

- (b) The loadings specified in **clause 35(a)** do not apply to students employed on a casual basis who agree to work outside the span of 7.00am to 7.00pm, Monday to Saturday. Where a student 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 7.00pm to 10.00pm Monday to Saturday.

### 36 WORK ROSTERS FOR SHIFT-WORKERS

- (a) The University will post rosters showing the ordinary starting and finishing times for each roster/shift that staff are required to work.
- (b) Subject to **clause 36(c)**, at least 72 hours' notice of shift changes and seven days' notice of roster changes days will be provided. Consultation will normally occur at the local level in relation to proposed changes.
- (c) 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.

- (d) If a roster is altered under **clause 36(c)**, and a staff member is required to work on a day which would have been their day off within the roster, the time worked by the staff member on that day will be paid at overtime rates.
- (e) If a public holiday falls on a staff member's rostered day off, they 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.
- (f) 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.

### 37 OVERTIME

#### 37.1 Requirement to work overtime

- (a) The University may require a staff member to work reasonable overtime.
- (b) Overtime is work that is performed at the direction of an authorised Supervisor:
  - (i) outside the staff member's ordinary span of work hours; or
  - (ii) within that ordinary span of work hours, but outside the number of ordinary hours the staff member would work on a day (or is formally rostered to work on that day); or
  - (iii) on a Saturday, Sunday or public holiday.
- (c) If possible staff will be given at least 48 hours notice of overtime to be worked. A staff member who is not given 48 hours notice is not required to work overtime if they satisfy the University that they have a good reason for not being able to work overtime that day.

#### 37.2 Eligibility for overtime payment

A staff member whose Salary does not exceed the maximum Salary for a Higher Education Officer Level 9 is entitled to overtime pay or, where a staff member chooses, time off in lieu of overtime pay. In special circumstances, the University may make overtime payments or provide time off in lieu to staff whose Salary exceeds this amount.

#### 37.3 Overtime payments and time off in lieu of payment

- (a) Overtime payments and time off in lieu will be calculated as follows:
  - (i) Monday to Saturday: one and a half times the ordinary rate of pay (or hours worked) for the first two hours and double time thereafter;
  - (ii) Sunday: double time; and
  - (iii) Public Holidays: two and a half times the ordinary rate of pay (or hours worked)

Payments and time in lieu will be calculated to the nearest quarter of hour and a minimum payment of four hours (or three hours in the case of essential work on Sundays or public holidays for feeding animals, watering etc) will be made for overtime worked on a day that is not an ordinary working day for the staff member concerned.
- (b) Time off in lieu of payment must be taken at mutually agreed times. A staff member may accrue up to three weeks' time in lieu within a six month period, and time not taken by the end of the six month period will be paid out at overtime rates.
- (c) A casual staff member who works more than 20% of the ordinary weekly hours of an equivalent full-time staff member on any one day will receive the greater of the overtime rates specified in this **clause 37** or the casual loading specified in **clause 15.4(a)**, but not both.
- (d) A staff member who works overtime must have at least ten consecutive hours off between work on successive days, if reasonably practicable.

- (e) If a staff member works overtime and does not have ten consecutive hours off before their normal starting time on the next day, the staff member:
  - must be released at the end of the overtime until they have had ten consecutive hours off, unless the Supervisor directs the staff member to continue working; and
  - must be paid for the time they would have normally worked in the ten consecutive hours off work.
- (f) If a staff member resumes or continues work as directed by their Supervisor without having ten consecutive hours off, the staff member:
  - must be paid at the overtime rate until they are released from work; and
  - is entitled to be absent for ten consecutive hours without loss of pay for work occurring in that absence.
- (g) If a shift-worker works overtime for the purpose of changing shift rosters, or does not report for work, and a day-worker replaces them, then **clauses 37.3(e)** and **37.3(f)** apply as if eight hours were substituted for ten hours.

### **38 ON CALL ARRANGEMENTS**

#### **38.1 Requirement to be on call**

- (a) The University may roster staff to remain "on call" outside their ordinary working hours, i.e. contactable and available to return to work within a reasonable time or deal with matters by telephone or computer, whichever is required.
- (b) The University will provide staff with access to equipment (such as mobile phones), and reimbursement for telephone calls and travel expenses in accordance with University policy.

#### **38.2 On call allowance**

Staff will receive an "on call" allowance in accordance with **Schedule 3** when they are rostered and available for on call duties.

#### **38.3 Payment for work performed while on call**

Where a staff member who is on call and is entitled to paid overtime is required to perform duty, overtime will be paid in accordance with the applicable overtime rate specified in **clause 37** for the time worked, subject to the conditions specified below.

- (a) Where work is performed from home, a minimum payment of one hour's pay will be made, provided that where a staff member is called more than once in a day in relation to a matter that they could reasonably have been expected to resolve during their first call, additional payment will be made only if the total time worked (i.e. during the first and subsequent call) exceeds one hour.
- (b) Where a staff member is required to return to work, they will receive a minimum payment of four hours' pay (including travelling time) provided that where a staff member is required to return to work more than once in a day in relation to a matter that they could reasonably have been expected to resolve during their first attendance, they will receive a minimum payment of four hours' pay irrespective of the number of call-backs, and travelling time will be paid for one return trip only.
- (c) Where a staff member is required to return to work after attempting to solve a problem at home, they will receive a minimum payment of four hours' pay for all work performed (including any time worked at home and travelling time).

## **PART E: PUBLIC HOLIDAYS AND LEAVE**

### **39 PUBLIC HOLIDAYS**

- (a) Staff (other than casual staff) who are not required to work on the following public holidays will be paid for

those days at their ordinary rate of pay:

New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day and all other public holidays that are proclaimed for the State of New South Wales.

- (b) The first working day after Boxing Day public holiday will also be treated as a public holiday, in lieu of the August Bank Holiday.
- (c) Part-time staff who would normally have worked on a particular day but for the occurrence of a public holiday will be paid for the proportion of time that they would normally have worked.
- (d) A staff member required to work on a public holiday will be paid double time and one half of their ordinary rate of pay for the hours worked. This payment will be instead of any loading payable under **clause 35**.

## **40 ANNUAL LEAVE**

### **40.1 Leave entitlement**

- (a) Subject to **clause 40.1(b)**:
  - (i) staff (other than casual staff and seven day continuous shift workers) will be entitled to four weeks' paid annual leave; and
  - (ii) seven day continuous shift workers (other than casual staff) will be entitled to five weeks' paid annual leave

for each 12 months of continuous paid service, accruing on a pro rata basis.

- (b) Annual leave does not accrue during any period of leave without pay, and accrues on a pro rata basis during any period of paid leave taken at less than full pay.
- (c) Staff will be paid at their ordinary rate of pay for any public holiday falling during their annual leave without deduction from their leave credits. Seven day shift workers will not be paid shift loadings for public holidays occurring during a period of annual leave.

### **40.2 Taking annual leave**

- (a) Annual leave will be taken at times approved by the University, and may be taken in one consecutive period, or in shorter separate periods by mutual agreement.
- (b) Staff may be directed by their Supervisor to take a minimum of 10 days' annual leave within any 12 month cycle at a time convenient to the University. As far as practicable, the University will consider the preferences of staff in relation to the scheduling of leave.
- (c) Staff may accumulate up to 40 days' annual leave entitlement. Any amount of annual leave accumulated in excess of 40 days will be forfeited provided that the staff member has been:
  - advised to take annual leave;
  - notified in writing that their excess leave credits will be forfeited if not taken within three months; and
  - given the opportunity to take the excess leave.

### **40.3 Interaction with sick leave**

A staff member who is ill or incapacitated for one week or more during annual leave, may, on production of a medical certificate, take sick leave for the period of their illness or incapacity, except where leave is taken immediately prior to the cessation of the staff member's employment.

**40.4 Payment in lieu of accrued annual leave**

Staff will be paid in lieu of any annual leave that is accrued but untaken at the time of termination of their employment. Such payments will be calculated at the staff member's Salary as defined in **clause 3.1** in relation to paid leave and payments in lieu of leave. If a staff member dies, the payment will be paid to their estate unless otherwise required by law.

**41 ANNUAL LEAVE LOADING**

- (a) Staff other than casual staff and seven day continuous shift workers will receive an annual leave loading payment in December each year. Subject to clauses **41(b)**, **(c)** and **(d)**, the loading will be equivalent to 17.5% of four weeks' pay at the staff member's Salary rate as at 30 November immediately preceding the payment date;
- (b) The maximum loading payable will be equivalent to 17.5% of four weeks' pay at the Salary rate applicable to the base of Higher Education Officer Level 10 as at 30 November immediately preceding the payment date.
- (c) Staff whose employment ends before the December payment date or who have not completed 12 months Continuous Service as at 31 December of the year to which the payment relates (**the accrual year**), will receive a pro rata payment (determined in accordance with **clause 41(a)** or **(b)** as the case requires) based on the number completed months of Continuous Service in the accrual year provided that no payment shall be made to staff whose employment is terminated on grounds of Serious Misconduct.
- (d) Seven day continuous shift workers who are entitled to five weeks' annual leave will be paid the greater of the shift penalties (or other allowances paid in lieu of shift penalties) that they would have received had they not been on annual leave or a loading equivalent to 17.5% of four weeks' pay.

**42 PERSONAL LEAVE**

**42.1 Sick leave entitlement**

- (a) Staff other than casual staff will be entitled to paid sick leave as specified below when they are unable to attend work due to personal illness or incapacity, and do not receive workers' compensation payments in respect of the absence:

<b>Continuous Service</b>	<b>Leave entitlement</b>
(i) Less than 1 year	2 weeks credited each year*
(ii) 1 year or more	10 weeks credited each year *
(iii) 20 or more years	As per (ii) <b>or</b> 2 weeks per year of service, less sick leave already taken on full pay, to a maximum of one calendar year less the amount of sick leave already taken on full pay

*\* Leave untaken in the year of accrual is added to a staff member's entitlement on the anniversary of their appointment and remains to their credit for 12 months from that date.*

- (b) 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.
- (c) No payment is made in lieu of unused leave on termination.
- (d) The University may require a staff member who has taken more than 20 days' sick leave in any one year of employment to undertake a medical examination for the purposes of obtaining an opinion on the staff member's medical condition.
- (e) Additional paid sick leave may be approved by the Delegated Officer (Staffing) in exceptional circumstances if a staff member is seriously ill and suffering substantial hardship and has used up all of their paid sick leave entitlement.

### 42.3 Carer's Leave

- (a) A staff member (other than a casual staff member) is entitled to use up to 10 days' of their sick leave credits in any year of service, or up to 20 days in two consecutive years of service to care for a member of their immediate family or household who is ill or incapacitated and require care and support or who require care due to an unexpected emergency.
- (b) Staff 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.
- (c) To assist staff with family responsibilities, a Supervisor may agree to them:
  - (i) taking up to two weeks annual leave in single days;
  - (ii) taking accrued time off in lieu of overtime; and/or
  - (iii) taking unpaid leave or undertaking additional work to make up for time taken to care for a family member who is ill or incapacitated.

### 42.4 Bereavement leave

A staff member is entitled to up to three days paid leave each year in the event of the death of a member of the staff member's immediate family, provided that bereavement leave cannot be taken during any other period of leave. Additional leave may be granted in exceptional circumstances.

### 42.5 Casual staff

- (a) Subject to providing notification and medical certificates or other documentation as specified in **clause 42.6**, casual staff are entitled to not be available to attend work, or to leave work:
  - (i) if they need to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child; or
  - (ii) upon the death in Australia of an immediate family or household member.
  - (iii) The staff member and their Supervisor will agree on the period for which the employee will be entitled to be unavailable to attend work. If agreement cannot be reached, the staff member will be entitled to be unavailable to attend work for up to 48 hours (i.e. two days) per occasion. No payment will be made for any period of non-attendance.
- (b) The University will not fail to re-engage a casual staff member because they accessed the entitlements provided for in this clause. The rights of the University to engage or not to engage casual staff are otherwise not affected.

### 42.6 Notification and supporting evidence

A staff member who is unable to attend work due to personal illness or carer's responsibilities must:

- (a) notify their Supervisor of their intended absence and its estimated duration as early as practicable on the first day of their absence (or as soon as practicable thereafter where due to exceptional circumstances notification cannot be provided on the first day of the staff member's absence); and
- (b) provide a medical certificate (or in the case of an absence due to an unexpected emergency, a statutory declaration or other documentation that is acceptable to the University):
  - for any single period of absence of five working days or more; and
  - if requested to do so, for any absence after taking five separate periods of sick or carer's leave in one year of employment without providing a medical certificate, after being notified that they have taken five such periods of leave and that certificates are required for future absences.

## 43 LONG SERVICE LEAVE

### 43.1 Leave entitlement

Staff other than casual staff are entitled to paid long service leave as follows:

- (a) three months' leave on full pay or six months' leave on half pay after ten years' full-time service (whether continuous or broken);
- (b) a further nine calendar days' leave on full pay or 18 calendar days' leave on half pay, accruing proportionately, for each subsequent year of full-time service (whether continuous or broken) up to 15 years' service; and
- (c) a further two months and 15 calendar days on full pay or five months' leave on half pay, accruing proportionately, for each subsequent period of five years in excess of 15 years' service.

Part-time staff and staff with a combination of full-time and part-time service are entitled to long service leave on a pro rata basis.

### 43.2 Taking long service leave

- (a) Leave must be taken at mutually agreed times, and where agreement cannot be reached, the matter will be referred to the Delegated Officer (Staffing) for resolution.
- (b) Up to one month's long service leave on full pay or two months' leave on half pay may be approved after completion of seven years' Continuous Service. Such leave will be approved on the condition that the staff member concerned enter into an agreement to provide for deduction of monies from their termination payments and other repayment arrangements in the event of the termination of their employment prior to attaining the necessary period of service to qualify for the leave that was taken.

### 43.3 Long Service Leave pay and payment in lieu of long service leave

- (a) Long service leave pay and payments in lieu of long service leave will be calculated at the staff member's Salary as defined in **clause 3.1** in relation to paid leave and payments in lieu of leave.
- (b) On termination of a staff member's employment, payment will in be made in lieu of leave accrued in accordance with **clause 43.1**. Where at the time of termination a staff member has five years' Continuous Service with the University, but less than ten years Continuous Service (which may include a series of contiguous contracts), and their employment is terminated by:
  - (i) the University, for any reason other than serious and wilful misconduct; or
  - (ii) the staff member because of illness, incapacity or domestic necessity; or
  - (iii) the staff member's death;

the staff member will be entitled to payment in lieu of long service leave, but such payments will be calculated at the rate of three months' leave for 15 years' employment.

- (c) If a staff member dies, the payment referred to in **clause 43.3(a)** or **43.3(b)** will be paid to their estate unless otherwise required by law.

### 43.4 Calculation of service and leave entitlements

- (a) Periods of leave without pay do not count as service for the purpose of calculating long service entitlements except:
  - (i) unpaid leave taken to serve in the Australian Defence Force; or
  - (ii) unpaid leave of up to six months taken by staff with at least 10 years' paid service.
- (b) For the purposes of **clause 43.1** a break in service of up to two months (or up to six months in the case of "Research only" staff will not constitute a break in continuity of service for the purpose of long service leave, but the period of any such break will not be counted as service.
- (c) Long service leave accrues on a pro rata basis during any period of paid leave taken at less than full pay.

- (d) Service with other Australian Universities will be recognised in accordance with the University Long Service Leave policy in place at the commencement of this Agreement.
- (e) A staff member who has been employed since before 18 October 1989 and was entitled to more favourable long service leave conditions than those specified in this **clause 43** will not be disadvantaged in respect of the calculation of their entitlements for any period of employment before that date.

## **44 PARENTAL LEAVE**

### **44.1 Definitions**

For the purposes of this **clause 44**:

**Child** means:

- (a) a child (or children from a multiple birth) born to a staff member or a staff member's partner; or
- (b) 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.

**Female staff member's salary** means the Salary (as defined in **clause 3.1** for leave purposes) paid to the staff member in respect of her substantive position.

**Parental leave** means an unbroken period of adoption leave, maternity leave, partner leave or special maternity leave.

**Partner leave** means unpaid parental leave taken by a staff member in accordance with **clause 44.6**.

**Primary care giver** means a staff member who has principal responsibility for providing care and attention for the staff member's child.

**Week** means a five day working week.

### **44.2 General principles**

- (a) A staff member's total absence on parental leave, (whether paid, unpaid or a combination of both) will not exceed 52 weeks from the date of commencement of the leave or the date of birth (or placement) of the child, and any period of annual leave or long service leave taken in conjunction with parental leave will count as part of the 52 week period, and any entitlements to paid parental leave or related benefits not accessed within 52 weeks of the date of birth (or placement) of the child will be forfeited.
- (b) Where a staff member's partner is also a member of University staff, the staff member's entitlement to parental leave is reduced by any period of parental leave taken by their partner other than the period of one week's unpaid partner leave which may be taken in accordance with **clause 44.6(a)**.
- (c) Applications for parental leave (including applications to vary approved leave) and arrangements for return to work after parental leave must be made in accordance with University policies and procedures, and must include such notice and information (such as medical certificates) as may be specified in such policies and procedures.
- (d) Public holidays falling during a period of parental leave count as part of the parental leave, and no additional payment or adjustments to the period of parental leave will be made.

### **44.3 Unpaid parental leave**

- (a) Staff (including casual staff as defined in **clause 44.3(b)**) may take up to 52 consecutive weeks' unpaid parental leave in connection with the birth or adoption of a child.
- (b) A casual staff member 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 unpaid parental leave under **clause 44.3(a)**.

**44.4 Paid maternity leave**

(a) Female staff other than casual staff are entitled to paid maternity leave and benefits as follows:

Years of continuous paid service at the expected date of birth	Leave and benefits
(i) Less than 1 year	1 week's paid leave for each completed month of service
(ii) 1 to 2 years	14 weeks' paid leave (or 28 weeks' leave at half pay)
(iii) More than 2 years	<p>(A) 14 weeks' paid leave plus the benefits specified in (B), subject to the conditions in clauses 44.4(b) to (d); and</p> <p>(B) the equivalent value of 22 weeks' Salary, which may be taken as:</p> <p>(1) 38 weeks maternity leave at 60% of Salary; or</p> <p>(2) a funded return to work program (without necessarily resuming full duties) which may include a mix of:</p> <p style="padding-left: 40px;">(I) staff development opportunities (including funding or time release for further study, research funding and/or conference leave);</p> <p style="padding-left: 40px;">(II) other return to work assistance approved by the University; or</p> <p style="padding-left: 40px;">(III) a combination of the entitlements specified above equivalent in total to the value of 22 weeks' Salary; or</p> <p>(3) leave by her partner, provided that her partner works for the University and will be the primary care giver for the child.</p>

(b) Paid leave taken by a partner under **clause 44.4(a)(iii)(B)** will be paid at the female staff member's Salary or the partner's Salary, whichever is the lesser.

(c) A staff member who has received benefits under **clause 44.4(a)(iii)(B)** will not be entitled to such benefits in respect of a subsequent period of leave unless two years have elapsed since the completion of the period of paid maternity leave under which the benefits were provided, but is entitled to leave under **clause 44.4(a)(iii)(A)**.

(d) A staff member who applies for the benefits referred to in **clause 44.4(a)(iii)(B)** will be required to enter into a written agreement with the University requiring them to:

- (i) return to work for a period of at least 26 weeks following parental/maternity leave; or
- (ii) repay all monies received or paid in excess of the 14 weeks' paid maternity leave referred to in **clause 44.4(a)(iii)(A)**.

(e) A female staff member whose child is stillborn is entitled to up to 14 weeks' paid maternity leave.

**44.5 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.

**44.6 Partner leave**

A staff member is entitled to:

- (a) 5 days' unpaid partner leave at the time of the birth of their child (**short partner leave**); and/or
- (b) a further unbroken period of unpaid leave to be the primary care giver for the child (**extended partner leave**), subject to compliance with **clause 44.2(a)**.

**44.7 Paid adoption leave**

The provisions of **clause 44.4** (Paid Maternity Leave) and **44.6** (Partner Leave) apply to a staff member who is adopting a child. In addition, a staff member may apply for up to two days' unpaid leave to attend compulsory interviews or examinations for the adoption process.

**44.8 Superannuation payments during paid parental leave**

The University will make contributions to a staff member's superannuation fund during paid parental leave where permitted by the superannuation scheme to which the staff member belongs.

**44.9 Effect of expiry of fixed term contracts**

- (a) Except as provided in **clauses 44.9(b)** and **(c)** a staff member employed on a fixed term contract will cease to have an entitlement to parental leave on the expiry of their contract.
- (b) A female staff member who is at least 20 weeks' pregnant at the time her contract expires and who is not offered further employment is 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.
- (c) Where a female staff member is on maternity leave at the time her contract expires and is subsequently offered and accepts a further fixed-term contract of employment, the staff member will be entitled to take the balance of the maternity leave to which she would have been entitled had her contract not expired.

**44.10 Return to work after parental leave**

- (a) 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:
  - (i) was transferred to a safe job because of her pregnancy, the relevant position is the position held immediately before the transfer;
  - (ii) began working part-time because of the pregnancy, the relevant position is the position held immediately before the staff member began working part-time; and/or
  - (iii) 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.
- (b) A staff member may apply to work part-time after return from parental leave. Any part-time work arrangement that is agreed will be recorded as a variation to the staff member's contract of employment and will specify whether and when the staff member will return to full-time employment.
- (c) 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.

- (d) A staff member may apply to extend their period of approved parental leave no later than four weeks before the end of their existing period of approved leave. Extended leave may be granted subject to operational needs and subject to the total period of leave not exceeding 52 weeks from the date of commencing leave.

**44.11 Impact of parental leave on service**

- (a) Paid parental leave counts as service for all purposes, but leave taken at less than full pay will affect the accrual of annual and long service leave.
- (b) Unpaid parental leave does count as service for any purpose except in that the case of staff with at least ten years' paid service, up to six months unpaid parental leave will count as service for the purposes of long service leave. Unpaid parental leave does not break continuity of service.

**45 INDIGENOUS STAFF - CULTURAL AND CEREMONIAL LEAVE**

Indigenous Australian staff are entitled to up to five days special paid leave to attend to Indigenous cultural/ceremonial obligations. Staff will provide appropriate documentation to their Supervisor.

**46 JURY SERVICE**

- (a) A staff member who is summoned as a prospective juror must notify their Supervisor as soon as possible of the date/s when they are required to attend for jury service.
- (b) Upon providing proof of attendance, a staff member who is required to undertake jury duty will be granted:
  - (i) paid leave for the period necessary for such service, in which case the staff member must forward to the University any fees (other than reimbursement of expenses) received for such jury service.
  - (ii) leave without pay for the period necessary for such service, in which case the staff member will be entitled to retain any fees received for such jury service.
- (c) Where a staff member who takes paid leave fails to forward such fees to the University, the period of their absence for jury service will be treated as leave without pay, and any salary paid for the period of absence will be repayable to the University.

**47 DEFENCE FORCES TRAINING LEAVE**

- (a) Staff serving on a part-time basis in the Australian Defence Forces Reserves are entitled to paid leave to attend Defence Forces training as follows:

	Calendar days per calendar year	
	Annual training	School, class or course of instruction
<b>Navy</b>	13	13
<b>Army</b>	14	14
<b>Air force</b>	16	16

- (b) The University may grant up to four additional days' leave each year if the staff member's commanding officer states in writing that additional training is necessary. Further additional leave may be taken as annual leave or leave without pay.
- (c) The University may refuse an application to attend training if it is not convenient for the University at the time, but approval will be given for leave to attend equivalent training at an alternative convenient time.

**48 EMERGENCY SERVICES LEAVE**

- (a) The University will grant up to three days' paid leave per year for the purposes of undertaking voluntary emergency management activities and related training.

- (b) Additional leave will be granted where such leave is reasonable having regard to all the circumstances. Such leave will normally be unpaid, but paid leave may be granted in exceptional circumstances.
- (c) Emergency services leave will be granted only where a staff member:
  - is a member of, or has a member-like association with an emergency services organisation; and
  - provides documentary evidence of their membership, training requirements and call-outs attended if requested to do so.
- (d) In this **clause 48**, an "emergency services organisation" means an "emergency services organisation" as defined in the *State Emergency and Rescue Management Act 1989 (NSW)* or a "recognised emergency management body" as defined in the *Workplace Relations Act 1996 (Cth)*.

#### **49 SPECIAL LEAVE**

The University may approve paid special leave in accordance with University policy. Other than in exceptional circumstances, special leave may not exceed three days.

#### **50 LEAVE WITHOUT PAY**

The University may approve leave without pay in accordance with University policy and on such conditions as the University considers appropriate in the circumstances.

#### **51 WITNESS LEAVE**

A staff member who is required to attend a court or tribunal hearing as a witness:

- (a) will be regarded as being on duty during their period of absence if:
  - (i) required as a witness for the University;
  - (ii) the hearing relates to a University Award or Agreement; or
  - (iii) the hearing relates to proceedings initiated under **clause 74** of this Agreement in relation to the staff member's employment;
- (b) will be permitted to take annual leave, accrued flex-time or time in lieu of overtime or leave without pay to cover the period of their absence from work in any other circumstances;
- (c) must notify their Supervisor of the expected times of their absence as early as possible; and
- (d) will not be entitled to any witness fees in relation to a matter referred to in **clause 51(a)**, but may retain such fees as may be paid to them (if any) in respect of other matters.

#### **52 CAREER DEVELOPMENT LEAVE**

Staff may convert up to five days of their accrued sick leave each year to career development leave. Such leave will be approved in accordance with University policy. Career development leave will be available under this Agreement in addition to, and will not diminish, any study leave and staff development entitlements that are otherwise available to staff in accordance with University policy.

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

#### **53 PERFORMANCE OF DUTIES**

##### **53.1 Flexibility in allocation of duties**

A staff member may be directed by the University to carry out such duties as are consistent with their classification and within their skill, competence and training.

##### **53.2 Special provisions in relation to Building Attendants**

- (a) This **clause 53.2** applies to staff whose primary responsibilities and duties are those which were formerly performed by building attendants or drivers at the consolidated campus which includes Camperdown,

Darlington, Burren St Newtown, Mallet St and St James Campuses.

- (b) If an operational requirement exists for a staff member to be assigned to another building complex, the University will, as far as practicable, endeavour to effect transfers on a voluntary basis. Where no suitable volunteer is available, the University will nominate a staff member to transfer.
- (c) The date of the transfer will be determined by agreement between the transferring staff member and their Supervisor, or if agreement cannot be reached, the staff member will be given at least 2 months' notice of their transfer.
- (d) Transferring staff will be provided with appropriate training and induction (either before or immediately upon commencement in their new location) to ensure that they are able to perform their duties in the new location in a safe and effective manner.
- (e) The above provisions do not apply where it is necessary for the University to transfer staff to another building complex on a short-term, temporary basis, such as to cover the absence of staff or to assist with special events or circumstances. In these cases transferring staff will receive such training and induction as may be required having regard to the short-term nature of their transfer, and where practicable, prior notice will be given.

#### 54 PERFORMANCE MANAGEMENT AND DEVELOPMENT PROGRAM

- (a) The University is committed to providing a working environment that fosters excellence in teaching, world-class research and best practice organisational professionalism and performance.
- (b) A key element to achieving these objectives is the University's Performance Management and Development **(PM&D)** Program. Staff 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 the PM&D program and appropriate staff development activities.
- (c) All staff are required to participate in the PM&D Program in accordance with the University's policies and procedures, and will have access to a range of staff development opportunities. Supervisors, Reviewers and staff will undertake training in relation to the PM&D Program.
- (d) The performance of casual staff may be assessed in accordance with the PM&D Program for the purposes of determining their suitability for re-engagement (whether as a casual staff member or otherwise) and applications for conversion in accordance with **clause 15.6**.
- (e) A staff member whose performance is assessed as "outstanding" may be granted a performance progression payment in the form of an accelerated salary increment (including into the next classification level) for a twelve month period. The decision to grant a performance progression payment will be reviewed annually through the staff member's PM&D evaluation.
- (f) The University will consult with staff through the Staff Consultative Forum in relation to the operation of the PM&D Program.

#### 55 PERFORMANCE IMPROVEMENT

- (a) Where a staff member receives an overall performance rating of "not meeting objectives" or otherwise fails to perform their duties to a satisfactory standard, the staff member's Supervisor will be required to provide counselling and develop a performance improvement plan in consultation with the staff member. The performance improvement plan must specify:
  - (i) the required performance standards (which must be reasonable having regard to the level and duties of the position);
  - (ii) the action required to remedy the deficiencies in the staff member's performance, including any additional counselling, professional development or training that may be required; and
  - (iii) the time frame within which the necessary improvements are required.
- (b) The performance improvement plan must be signed by the staff member's Supervisor and provided to the

staff member concerned. The staff member will be provided with an opportunity to comment on their performance rating and the performance improvement plan.

- (c) A staff member, whose performance is not meeting the required standard and who, as a result, is at risk of having their employment terminated will be given a written notification to this effect (**a Performance Warning**). This requirement does not apply where a staff member has engaged in Misconduct or Serious Misconduct.

## 56 UNSATISFACTORY PERFORMANCE

- (a) If a staff member does not improve their performance to the required standard within the time frame specified in their performance improvement plan (or such further time frame as may be approved by the Supervisor), the staff member's performance will be deemed to be unsatisfactory and their Supervisor must report the matter to the Delegated Officer (Staffing) pursuant to **clause 58**.
- (b) Before reporting a matter to the Delegated Officer (Staffing), the staff member's Supervisor will ask the staff member whether they wish the Supervisor to consult with colleagues in the organisational unit in relation to the staff members' performance. The Supervisor will consult with colleagues where requested to do so, and include a report on such consultations in their report to the Delegated Officer (Staffing).

## 57 DISCIPLINARY ACTION

- (a) The University may take the following actions in respect of a staff member's whose work performance is unsatisfactory:
  - (i) counsel the staff member or arrange appropriate staff development or work allocation;
  - (ii) require the staff member to participate in mediation or an alternative form of dispute resolution;
  - (iii) give the staff member a written warning (including, where appropriate, a final warning);
  - (iv) terminate the staff member's employment in accordance with **clause 70.1**.
- (b) The steps to be followed in relation to alleged unsatisfactory performance are set out in **clause 58**. These procedures do not apply to termination of employment on grounds of Misconduct or Serious Misconduct. (The procedures applicable to termination of employment on grounds of Misconduct or Serious Misconduct are set out in **clause 70.2**).

## 58 REFERRAL OF UNSATISFACTORY PERFORMANCE TO DELEGATED OFFICER (STAFFING)

### 58.1 Report to Delegated Officer (Staffing)

- (a) A Supervisor's report to the Delegated Officer (Staffing) pursuant to this **clause 58** must state clearly the deficiencies in the staff member's performance and any attempts to remedy the problem.
- (b) The Delegated Officer (Staffing) may take one or more of the following actions:
  - (i) take no further action;
  - (ii) issue a warning;
  - (iii) refer the matter back to the Supervisor to ensure that the steps referred to in **clause 58** are complied with;
  - (iv) refer the matter back to the Supervisor to counsel the staff member or arrange appropriate staff development or work allocation;
  - (v) refer the matter for mediation or an alternative form of dispute resolution; or
  - (vi) appoint a Delegated Officer (Investigation).
- (c) Where the Delegated Officer (Staffing) has appointed a Delegated Officer (Investigation) to undertake the functions specified in **clause 58.2**, they may also appoint one or more persons to conduct investigations and prepare reports for the Delegated Officer (Investigation).

**58.2 Action by Delegated Officer (Investigation)**

- (a) The Delegated Officer (Investigation) will provide the staff member with a copy of the Supervisor's report. The staff member will be entitled to a period of ten working days within which to submit to the Delegated Officer (Investigation) a written response to the Supervisor's report.
- (b) The Delegated Officer (Investigation) will consider the Supervisor's report, any material submitted by the staff member and reports commissioned pursuant to **clause 58.1(c)** (if any). The Delegated Officer (Investigation) may also conduct such further investigation as the Delegated Officer (Investigation) considers necessary. This may include, for example, conducting interviews with the Supervisor, the staff member and other persons, and examination of documents.
- (c) On completion of the procedures referred to in **clause 58.2(a)** and **(b)**, the Delegated Officer (Investigation) will prepare a report and may recommend one or more of the following actions:
  - (i) that no further action be taken;
  - (ii) that the matter be referred back to the staff member's Supervisor to ensure that the steps referred to in **clause 58** are complied with;
  - (iii) that the matter be referred back to the staff member's Supervisor to counsel the staff member or arrange appropriate staff development or work allocation;
  - (iv) that the matter be referred for mediation or an alternative form of dispute resolution;
  - (v) that the staff member be given a written warning (including, where appropriate, a final warning);
  - (vi) that a salary increment be withheld or that the staff member be placed on a lower salary step within the range applicable to their classification; or
  - (vii) that the staff member's employment be terminated.

**58.3 Action by Delegated Officer (Staffing)**

- (a) Where a recommendation is made to the Delegated Officer (Staffing) pursuant to **clause 58.2(c)**, the Delegated Officer (Staffing) may accept or reject the Delegated Officer (Investigation)'s recommendation, and may take one or more of the actions specified in **clause 58.2(c)**. In determining a course of action the Delegated Officer (Staffing) will have regard to the report of the Delegated Officer (Investigation) and such other matters as the Delegated Officer (Staffing) considers relevant.
- (b) Before making any final decision pursuant to **clause 58.2(c)(vi)** or **(vii)**:
  - (i) the Delegated Officer (Staffing) will notify the staff member and the staff member's Supervisor in writing of the decision that they propose to make and the reasons for the proposed decision;
  - (ii) the staff member and the Supervisor will be given five working days to respond to the notification referred to in **clause 58.3(b)(i)**. Where the Delegated Officer (Staffing) proposes the termination of the staff member's employment, the staff member may request that the proposed decision be reviewed by a Review Committee.
- (c) The Delegated Officer (Staffing) will convene a Review Committee within five working days of receiving such a request.
- (d) The Review Committee will review the proposed decision of the Delegated Officer (Staffing), and will prepare a report for the Delegated Officer (Staffing) within 10 working days in relation to:
  - (i) whether the relevant procedures in clauses **55** and **56** have been followed and whether any unfairness resulted from a failure to follow those procedures;
  - (ii) whether termination is reasonable in the circumstances.
- (e) The Delegated Officer (Staffing) will make a final determination after considering the Review Committee's report. If Delegated Officer (Staffing) determines that the staff member's employment should be terminated, the termination will be given effect by giving notice or paying the staff member in lieu of notice

in accordance with **clause 70.1**.

## **59 DECISIONS NOT REVIEWABLE UNDER DISPUTE AND GRIEVANCE RESOLUTION PROCEDURES**

None of the steps and decisions in **clauses 55, 56 and 58** (including intermediate steps and final determinations) may be challenged under Dispute and Grievance Resolution Procedures in **clause 74**. Nothing in this **clause 59** will be construed as excluding the jurisdiction of any relevant court or tribunal.

## **60 GUIDELINES FOR MANAGING UNSATISFACTORY PERFORMANCE**

The University will establish guidelines to assist Supervisors and Delegated Officers to perform the functions referred to in **clauses 55 to 59**. These guidelines will address issues such as:

- (a) ensuring that appropriate steps are taken to bring the alleged unsatisfactory performance to the staff member's attention.
- (b) ensuring that the staff member is given an adequate opportunity to respond to the allegations of unsatisfactory performance;
- (c) protecting complainants and witnesses from victimisation;
- (d) protecting the confidentiality of processes to ensure that information regarding alleged misconduct is strictly limited to persons who have a reasonable need to know (while permitting the staff member or officers of the University to disclose information in order to obtain evidence or advice);
- (e) ensuring that staff may request the involvement of a colleague or a representative, in unsatisfactory performance or misconduct processes; and
- (f) ensuring that processes are streamlined, efficient and timely.

## **PART G: MANAGING CHANGE**

### **61 MANAGING CHANGE**

- (a) The University will notify, consult with and provide relevant information to staff (and where requested by affected staff, their Representatives) where significant or substantial change is proposed and will affect them. Such changes will include (but are not limited to) outsourcing or contracting out and changes to University policies that have a significant and substantial impact on terms and conditions of employment. The timing of consultation will be such that staff (and where requested, their Representatives) will have a genuine opportunity to have input into decisions before they are implemented, having regard to relevant factors such as the nature of the change, its likely impact and the extent to which staff may be affected.
- (b) Where the University decides to proceed with a proposed change of the kind referred to in **clause 61 (a)** it will consult affected staff (and where requested, their Representatives) about the implementation of that change, particularly where the change will have an impact on the work, conditions of employment or career prospects of staff. Where a change is likely to result in a reduction of staff, this will include consultation about measures to avert or mitigate the adverse effects of such change on staff, and affected staff will be given time to consider their options.

## **PART H: REDEPLOYMENT AND REDUNDANCY**

### **62 EXCLUSION OF CERTAIN CATEGORIES OF STAFF**

**Clauses 63 to 66** do not apply to:

- (a) staff engaged on a casual basis;
- (b) staff serving a period of probationary employment;
- (c) staff engaged for a fixed term, in relation to the termination of their employment at the end of the specified term, task or project; and
- (d) staff engaged for a fixed term under a contract that provides for contingency instead of an end date in

circumstances where the contingency is invoked.

### **63 IMPLEMENTATION OF CHANGES INVOLVING REDUCTIONS IN STAFF**

- (a) The University has a goal of maintaining the overall size of its workforce.
- (b) Where the University is proposing a change that is likely to result in a reduction of staff, the University will consult affected staff (and where requested, their Representatives) in accordance with **clause 61**.
- (c) The University is committed to minimising forced redundancies, and they will normally be implemented as a last resort. If the University decides to reduce the number of staff, it will first consider measures such as:
  - (i) reducing numbers by natural attrition;
  - (i) offering part-time employment;
  - (ii) redeployment;
  - (iii) transferring or seconding staff, or arranging suitable alternative employment;
  - (iv) offering voluntary early retirement schemes; and/or
  - (v) inviting expressions of interest in voluntary redundancy.

### **64 VOLUNTARY EARLY RETIREMENT SCHEMES**

The University may offer early retirement in accordance with voluntary early retirement schemes approved by the Australian Taxation Office, but reserves the right to reject an expression of interest in voluntary early retirement submitted by an individual staff member.

### **65 REDUNDANCY**

#### **65.1 Declaration of redundancy**

- (a) Following informal discussions, where the University determines that a staff member's position is redundant, they will be notified in writing and offered voluntary redundancy. A notice period of 12 weeks will commence on the date that such written notification and offer of voluntary redundancy is dispatched by certified mail or delivered by hand to the staff member or their nominated Representative (**the Notice Period**). The offer of voluntary redundancy will provide an estimate of the staff member's entitlements to notice (or payment in lieu of notice), severance pay and payments in lieu of accrued leave.
- (b) Staff will be entitled to up to one day's paid leave per week (pro rata) during their Notice Period for the purposes of seeking other work, outplacement service or financial advice.
- (c) The Notice Period will be extended by any period of paid maternity leave which falls within the 12 week period.

#### **65.2 Consideration period**

The staff member will be given a Consideration Period of four weeks from the commencement of the notice period to decide whether to:

- (i) accept the offer of voluntary redundancy;
- (ii) seek redeployment; or
- (iii) request a review of the decision that their position is redundant.

#### **65.3 Voluntary redundancy**

- (a) Where a staff member accepts an offer of voluntary redundancy, their employment will end on the date specified in the offer or such other date as the University and the staff member may agree. If the termination date is earlier than the end of the Notice Period, the staff member will be paid in lieu of the balance of the Notice Period.
- (b) On voluntary redundancy, the staff member will receive payment in lieu of the balance of the Notice Period (if

applicable under **clause 65.3(a)**) and severance payments in accordance with **clause 66**.

- (c) A staff member who agrees to an alternative termination date to suit the needs of the University will receive an additional payment equivalent to four weeks' Salary. A staff member's entitlement to this payment will be confirmed by the University in writing at the time of confirming the staff member's termination date.

#### 65.4 Redeployment

- (a) Where a staff member who is made an offer of a voluntary redundancy seeks redeployment, the University will make every reasonable effort to redeploy the staff member during the Notice Period in accordance with the University's Redeployment Policy in place at the commencement of this Agreement. The University and the staff member are jointly responsible for seeking redeployment opportunities within the University during the Notice Period.
- (b) A staff member who wishes to be redeployed must not unreasonably refuse redeployment to a position at their existing level (including a position at another location) or to undertake training.
- (c) A staff member who is redeployed to a position with a lower Salary rate will continue to be paid at the Salary they received immediately prior to redeployment for a period of six months or until the salary applicable to their new role matches their previous salary, whichever occurs first. Loadings and/or allowances will continue to be paid only if they are loadings and/or allowances to which also apply to the position to which the staff member has been transferred.
- (d) If the staff member is unable to be redeployed during the Notice Period or if a period of redeployment undertaken by the staff member is not successful, their employment will cease on grounds of involuntary redundancy in accordance with **clause 65.5**.

#### 65.5 Involuntary redundancy

Where a staff member does not accept an offer of voluntary redundancy, and is either unable to be successfully redeployed or does not seek redeployment, their employment will cease on grounds of involuntary redundancy. The staff member will be given notice of the cessation of their employment or payment in lieu of notice as set out below and severance payments in accordance with **clause 66**.

Completed years of Continuous Service	Notice Period
Up to 1 year	1 week
Over 1 year and up to 3 years	2 weeks*
Over 3 years and up to 5 years	3 weeks*
Over 5 years	4 weeks*

*Staff who are over 45 years of age at the time of the notice and who have at least two years Continuous Service with the University will receive one additional week's notice.*

#### 65.5 Review of redundancy decision

- (a) A staff member who receives notice in accordance with **clause 65.1** may apply to the Delegated Officer (Staffing) for a review of the decision that their position is redundant.
- (b) The University will convene a Review Committee within five working days of receiving such a request.
- (c) The Review Committee will review the decision to declare the staff member's position redundant and prepare a report for the Delegated Officer (Staffing) within 10 working days in relation to:
- (i) whether the staff member's position was genuinely redundant;
  - (ii) whether fair and objective criteria were used to select the staff member for redundancy;

- (iii) whether the consultation requirements in **clause 61** were followed, and whether any unfairness resulted from a failure to follow those requirements; and
  - (iv) whether adequate consideration was given to measures to avert or mitigate the adverse effects of redundancy.
- (d) The Delegated Officer (Staffing) will make a final decision in relation to the redundancy after considering the Review Committee's report. If the Delegated Officer (Staffing) determines that the staff member's position is redundant, their employment will cease on grounds of involuntary redundancy at the end of the Notice Period (as specified in **clause 65.1(a)**) or with immediate effect and payment in lieu of the balance of the Notice and they will receive severance payments in accordance with **clause 66**.

## 66 SEVERANCE PAYMENTS AND RELATED CONDITIONS

- (a) Staff who are entitled to severance pay under **clause 65** will receive the following amounts:

Completed years of continuous paid service	If less than 45 years of age	If at least 45 years of age
Less than 2 years	4 weeks' Salary	5 weeks' Salary
2 years but less than 3 years	7 weeks' Salary	8.75 weeks' Salary
3 years but less than 4 years	10 weeks' Salary	12.50 weeks' Salary
4 years but less than 5 years	13 weeks' Salary	16.25 weeks' Salary
5 years but less than 6 years	15 weeks' Salary	18.75 weeks' Salary
6 years but less than 7 years	17 weeks' Salary	21.25 weeks' Salary
7 years but less than 8 years	19 weeks' Salary	23.75 weeks' Salary
8 years but less than 9 years	21 weeks' Salary	26.25 weeks' Salary
9 years but less than 10 years	23 weeks' Salary	28.75 weeks' Salary
10 years but less than 11 years	31.25 weeks' Salary	
11 years but less than 12 years	33.75 weeks' Salary	
12 years but less than 13 years	36.25 weeks' Salary	
13 years but less than 14 years	38.75 weeks' Salary	
14 years but less than 15 years	41.25 weeks' Salary	
15 years but less than 16 years	43.75 weeks' Salary	
16 years but less than 17 years	46.25 weeks' Salary	
17 years but less than 18 years	48.75 weeks' Salary	
18 years but less than 19 years	51.25 weeks' Salary	
19 years or more	52.18 weeks' Salary	

- (b) Other than in exceptional circumstances approved by the University, a staff member who has taken voluntary retrenchment or voluntary early retirement will not be engaged by the University in any capacity, either directly or indirectly (including as a consultant, a casual or sessional staff member, or a contractor or an employee of a contractor to the University) for a period of at least eighteen months from their last day of duty.
- (c) No severance payments will be made to a staff member who is offered suitable alternative employment, whether such offer is accepted or not.
- (d) Years of continuous paid service includes both full-time and part-time service.
- (e) Breaks in service of less than two months shall not be considered to be a break in Continuous Service. Subject to discretionary consideration, the University may agree to treat breaks in service of up to three months as not breaking Continuous Service.
- (f) Periods of approved unpaid leave will not constitute breaks in service for the purposes of calculating severance payments, but except in the case of maternity leave and sick leave that has been supported by a medical certificate, such leave will not count as service for the calculation of severance payments.

- (g) A staff member who resigns during the Notice Period will not be entitled to any payment in lieu of the balance of the Notice Period or Severance Payments.

## **PART I TERMINATION ON GROUNDS OF ILL HEALTH**

### **67 OPERATION OF THIS PART**

- (a) The provisions of this Part 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). In such circumstances the University and staff member will follow the procedures required by the relevant superannuation scheme, as appropriate. At any time during the process commenced under **clause 68** a staff member may initiate his or her own medical retirement (or seek a temporary disability pension), in which case any process commenced under **clause 68** (as applicable) will cease.
- (b) Nothing in this Part precludes the University from, or in any way limits the capacity of the University to take such action as it considers necessary to meet its obligations under applicable occupational health and safety legislation.

### **68 TERMINATION ON GROUNDS OF ILL HEALTH**

#### **68.1 Medical examination**

- (a) Where the University forms a view that a staff member's ability to perform their duties is adversely affected by illness or injury (whether the staff member has taken sick leave or not), the staff member may be required to undergo an examination by an independent medical practitioner nominated by the University to determine whether the staff member is fit to continue to perform their duties.
- (b) Where a staff member is required to undergo a medical examination pursuant to **clause 68.1(a)**:
- the University will provide the staff member with a copy of the referral document sent to the examining medical practitioner and at least one month's notice of the date of the medical examination;
  - the medical practitioner will be required to provide a report to the University on the staff member's fitness for duty, and a copy of the report will normally be provided to the staff member by the University; and
  - all expenses incurred in relation to such medical examination will be paid for by the University.

#### **68.2 Termination of employment on grounds of ill health**

- (a) The University may terminate the staff member's employment in accordance with this **clause 68.2** if a medical practitioner's report indicates that the staff member:
- has a permanent medical condition which prevents them from performing their normal duties; or
  - will be unable to perform their normal duties within 12 months (or in the case of a fixed term staff member, within 12 months or the balance of the term of their contract, whichever is the lesser).
- (b) Where the University proposes to terminate a staff member's employment for a reason specified in **clause 68.2(a)**, the staff member must be given written notification of the proposed termination. The staff member will be given seven days to respond to the notification, and may request a review of the proposed termination.
- (c) A staff member may elect to resign before the University terminates their employment provided that their resignation takes effect within one month of receiving the notification under **clause 68.2(b)**.
- (d) Where a staff member requests a review in accordance with **clause 68.2(b)**, the termination process will be deferred until the completion of the review and the University will convene a Medical Review Panel comprising three medical practitioners as follows:
- a Chairperson appointed by the Vice-Chancellor from a pool of chairpersons mutually agreed by the Vice-Chancellor and the Staff Consultative Forum;

- one medical practitioner nominated by the Vice-Chancellor; and
  - one medical practitioner nominated by the affected staff member or their Representative.
- (e) The Medical Review Panel will review the decision that the staff member has a permanent medical condition which prevents them from performing their normal duties or will be unable to perform their normal duties within 12 months (or in the case of a fixed term staff member, within 12 months or the balance of the term of their contract, whichever is the lesser).
- (f) The Medical Review Panel will determine its own procedure and complete its deliberations and submit its Report to the University within 15 working days of the Panel being convened under **clause 68.2(d)**.
- (g) After considering the Medical Review Panel's report the University will make a final determination in relation to whether to terminate the staff member's employment.
- (h) Where the University decides to terminate a staff member's employment on grounds of ill health it may terminate the employment by providing the period of notice of termination specified in the staff member's contract of employment, or where such contract does not specify the period of notice required for the termination of the staff member's employment, by providing six months' written notice, or by providing payment in lieu of notice.
- (i) Where a staff member who is required to undergo a medical examination pursuant to **clause 68.1(a)** fails to do so without reasonable cause, the University may conclude that the staff member is unable to perform the normal duties of their position and that they are unlikely to be able to do so within 12 months (or in the case of a fixed term staff member, 12 months or the balance of the term of their contract, whichever is the lesser), and may terminate the staff member's employment by giving notice in accordance with **clause 68.2(h)**. The failure to undergo a medical examination pursuant to **clause 68.1(a)** will not be treated as Misconduct, and the staff member will not be subjected to any greater penalty or loss of entitlements than would result from an adverse medical report.

**PART J: CESSATION OF EMPLOYMENT**

**69 RESIGNATION OR RETIREMENT**

A staff member may resign or retire from the University by giving the amount of written notice specified below or such greater period of notice as may be specified in the staff member's contract of employment. The University may consent to a shorter period of notice on a case-by-case basis.

Period of Continuous Service	Notice Period
Up to 1 year	1 week
Over 1 year	2 weeks

**70 TERMINATION BY THE UNIVERSITY**

**70.1 Notice of termination and termination without notice**

- (a) Except as provided for in **clause 70.1(b)**, the University may terminate a staff member's employment by giving the following period of written notice:

Period of Continuous Service	Notice Period
Up to 1 year	1 week
Over 1 year and up to 3 years	2 weeks*
Over 3 years and up to 5 years	3 weeks*
Over 5 years	4 weeks*

\* Staff who are over 45 years of age at the time of the notice and who have at least two years Continuous

*Service with the University will receive one additional week's notice.*

- (b) A staff member's employment may be terminated by the University at any time without notice if the staff member engages in Serious Misconduct, subject to the right of review provided for in **clause 70.2**.
- (c) The University may substitute payment in lieu of all or any part of any period of notice of termination. Such payment shall be calculated at the staff member's Salary as at the date of cessation of employment.

## **70.2 Right of review**

- (a) Where the University proposes to terminate the employment of a staff member on grounds of Misconduct or Serious Misconduct, the procedures set out in this **clause 70.2** apply.
- (b) This **clause 70.2** does not apply to termination in accordance with **clause 17.3** (Termination during Probationary Period) or termination for unsatisfactory performance, redundancy and retrenchment or termination on grounds of ill health.
- (c) Where the University proposes to terminate a staff member's employment, the Delegated Officer (Staffing) will notify the staff member in writing of the proposal to terminate their employment and the reasons for the proposed decision.
- (d) The staff member will be given five working days to respond to the notification referred to in **clause 70.2(a)**. The staff member may provide any submissions they wish to make to the Delegated Officer (Staffing) in relation to the proposed decision or may request that the proposed decision be reviewed by a Review Committee.
- (e) The Delegated Officer (Staffing) will convene a Review Committee within five working days of receiving such a request.
- (f) The Review Committee will review the proposed decision of the Delegated Officer (Staffing), and will prepare a report for the Delegated Officer (Staffing) within 10 working days in relation to:
  - (i) whether the staff member had been notified of the reason or reasons for the proposed termination of their employment and had been provided with an opportunity to respond; and
  - (ii) whether termination is reasonable in the circumstances.
- (g) The Delegated Officer (Staffing) will make a final determination after considering the Review Committee's report. If Delegated Officer (Staffing) determines that the staff member's employment should be terminated, the termination will be given effect in accordance with **clause 70.1**.

## **PART K: CONSULTATION AND DISPUTE RESOLUTION**

### **71 STAFF CONSULTATIVE FORUM**

- (a) A Staff Consultative Forum (**SCF**) will be convened on a quarterly basis to provide a single forum for matters pertaining to the employment of academic, teaching and/or general staff.
- (b) The Consultative Forum will comprise:
  - Deputy Vice-Chancellor (Infrastructure) (Chair)
  - A Deputy Chairperson who is a staff member elected by and from members of Academic, teaching and general staff;
  - 1 staff representative elected by and from members of Academic staff and English language teachers
  - 1 staff representative elected by and from General staff
  - 1 staff representative nominated by the CPSU
  - 1 staff representative nominated by the NTEU
  - 2 management representatives
- (c) Staff representatives elected or appointed to the SCF will serve for the life of this Agreement and will be eligible for re-election. If an elected member ceases employment with the University, is transferred outside

the electorate they represent or resigns from the SCF during their term, the University will conduct an election as soon as practicable to replace the member until the next scheduled election.

- (d) Subject to the operational requirements of the University, time release shall be provided to staff representatives to perform those functions specified in this Agreement.

## **72 VICE-CHANCELLOR'S FORUM**

The Vice-Chancellor will convene "All staff" meetings from time to time to discuss issues relating to working at the University.

## **73 REGULAR CONSULTATION**

Managers and Supervisors will consult staff on a regular basis about matters affecting their work.

## **74 DISPUTE AND GRIEVANCE RESOLUTION PROCEDURES**

### **74.1 Principles**

- (a) As far as possible disputes and grievances should be resolved at the level at which they arise and by the staff directly involved in the dispute or grievance.
- (b) Staff may act in person or by way of a Representative of their choice in relation to the resolution of disputes and grievances.
- (c) The parties agree that all staff have an interest in the proper application of the Agreement.
- (d) For avoidance of doubt, this **clause 74** does not apply to grievances between staff and students.

### **74.2 Procedures**

- (a) Where attempts at preliminary resolution have failed, the affected staff member(s) will provide their Supervisor with written notice of the dispute or grievance. The parties to the dispute or grievance must meet and attempt to resolve the matter within five working days of this notice being received by the Supervisor or as soon as possible thereafter.
- (b) If a dispute or grievance remains unresolved after the meeting referred to in **clause 74.2(a)**, the Supervisor may arrange further discussions involving the Supervisor's Supervisor and/or such other staff as may be appropriate to resolve the dispute within five working days of that meeting or as soon as possible thereafter.
- (c) Where a dispute or grievance concerns the conduct of a staff member's Supervisor and it would be inappropriate to attempt to resolve the matter through discussions with the Supervisor, the staff member may instead seek the assistance of their Supervisor's Supervisor to resolve the matter.
- (d) If a dispute or grievance remains unresolved after the discussions referred to in **clauses 74.2(a) to 74.2(c)**, the procedures set out in **clause 74.3 or 74.4** will apply.

### **74.3 Disputes concerning the application of the Agreement**

In the case of a dispute concerning the application of this Agreement:

- (a) The aggrieved staff member(s) may elect to refer the matter to the Delegated Officer (Staffing) to be dealt with in accordance with **clause 74.4**;
- (b) Where no election is made under **clause 74.3(a)**:
  - (i) the parties to the dispute may agree to refer the matter to a mutually agreed mediator to assist them to resolve the dispute, provided that before referring a matter to a mediator, the parties agree to abide by the terms of any settlement agreed at mediation;

- (ii) where the parties to the dispute do not agree to refer the matter to a mutually agreed mediator, or where the dispute is not resolved through mediation, either party to the dispute, or where applicable, their Representative, may refer the matter to the Australian Industrial Relations Commission for conciliation and/or arbitration.
- (c) where a matter is referred to the AIRC, the parties to the dispute agree to confer upon the AIRC, in respect of any proceedings in conciliation or arbitration, to the extent permissible by law, those powers held by the Commission which are relevant and applicable to those proceedings, including the powers set out in section 111(1) of the *Workplace Relations Act 1996*, as at 1 December 2005.

#### 74.4 Grievances and other disputes

An aggrieved staff member or party to a grievance or dispute may refer the matter to the Delegated Officer (Staffing) within 5 working days of completion of the discussions referred to in **clauses 74.2(a) to 74.2(c)**. The Delegated Officer (Staffing) may, at their discretion take one or more of the following actions:

- (a) appoint an investigator to enquire into the matter and report to the Delegated Officer (Staffing) on such matters as the Delegated Officer (Staffing) may direct;
- (b) review the matter and make recommendations to the relevant Supervisor in relation to the matter;
- (c) appoint a Review Committee to enquire into the matter and make recommendations to the Delegated Officer (Staffing) in relation to the resolution of the matter;
- (d) appoint a mediator to assist the parties to the dispute to resolve the matter; or
- (e) decline to take any further action in relation to the matter.

The Delegated Officer (Staffing) will inform affected parties of the action to be taken within 10 working days of referral of the grievance or dispute, and such action will be completed within a further 20 working days or such other period as the Delegated Officer (Staffing) considers necessary having regard to the nature of the matter.

#### 74.5 Performance of work

Except where a genuine safety issue is involved, work will be performed as normal while the procedures outlined in **clauses 74.2 to 74.4** are applied, and the University will not change anything which is the subject of the dispute. Where a genuine safety issue is involved, staff will not be required to work in an unsafe environment, but will undertake suitable alternative work until the issue is resolved. The parties to a dispute must not take any industrial action or any action to make the dispute worse.

### 75 REVIEW COMMITTEES

- (a) The Review Committees referred to in clauses **58, 65, 70** and **74.4** will be comprised as follows :
  - (i) a chair appointed by the Vice-Chancellor from a panel of chairs established in accordance with this clause;
  - (ii) a management nominee appointed by the Vice-Chancellor; and
  - (iii) a staff nominee nominated by the Deputy Chair of the Staff Consultative Forum from a pool of elected staff established for this purpose.
- (b) A panel of chairs will be established by the University following consultation with the SCF. Chairs may be from within or outside the University. They will have relevant experience, be independent and command the confidence of management and staff. The Vice-Chancellor will be responsible for selecting a Chair from that panel, having regard to the requirements of this clause and the matter to be reviewed.
- (c) The staff member and the Delegated Officer (Staffing) may be represented before the Review Committee by a person of their choice, provided that such Representative may not be a currently practising legal practitioner in private practice.
- (d) Each Review Committee will determine its own procedures, but in doing so:
  - (i) will provide the staff member (or their Representative) and the Delegated Officer's representative

with a reasonable opportunity to make submissions and present evidence in relation to the matter before the Committee;

- (ii) may conduct interviews with the staff member and other persons, and examine documents as it thinks fit;
- (iii) will ensure that the staff member (or their Representative) and the Delegated Officer's representative have an opportunity to see and/or hear all evidence to be considered by the Committee and to ask questions of any persons interviewed by the Committee; and
- (iv) make its report available to the nominated person(s) as specified in the relevant clause of this Agreement within the prescribed timelines.

## **76 PRESERVATION OF EXISTING CONDITIONS**

The following conditions applicable immediately prior to the commencement of this Agreement will continue to apply during the life of this Agreement in accordance with the University policies in place at the commencement of this Agreement:

- Special conditions of employment for general staff working at the University's Veterinary Clinics;
- Special conditions of employment for general staff working at the University's farms;
- Damage to personal property;
- Hazardous substances and situations; and
- Conditions about supply of clothing and safety equipment.

**SCHEDULE 1 – SALARIES AND CASUAL RATES OF PAY****35 HOUR WEEK**

Grade/Step Effective	Annual Rate							
	11/11/2005	Mar-06 2.00%	Jun-06 2.00%	Sep-06 2.00%	Mar-07 2.00%	Sep-07 2.00%	Mar-08 2.00%	Sep-08 2.00%
HEO 1 Step 1	\$32,826	\$33,483	\$34,153	\$34,836	\$35,533	\$36,244	\$36,969	\$37,708
HEO 1 Step 2	\$33,511	\$34,181	\$34,865	\$35,562	\$36,273	\$36,998	\$37,738	\$38,493
HEO 1 Step 3	\$34,200	\$34,884	\$35,582	\$36,294	\$37,020	\$37,760	\$38,515	\$39,285
HEO 2 Step 1	\$35,228	\$35,933	\$36,652	\$37,385	\$38,133	\$38,896	\$39,674	\$40,467
HEO 2 Step 2	\$36,257	\$36,982	\$37,722	\$38,476	\$39,246	\$40,031	\$40,832	\$41,649
HEO 3 Step 1	\$36,943	\$37,682	\$38,436	\$39,205	\$39,989	\$40,789	\$41,605	\$42,437
HEO 3 Step 2	\$37,968	\$38,727	\$39,502	\$40,292	\$41,098	\$41,920	\$42,758	\$43,613
HEO 3 Step 3	\$38,998	\$39,778	\$40,574	\$41,385	\$42,213	\$43,057	\$43,918	\$44,796
HEO 3 Step 4	\$40,030	\$40,831	\$41,648	\$42,481	\$43,331	\$44,198	\$45,082	\$45,984
HEO 3 Step 5	\$41,058	\$41,879	\$42,717	\$43,571	\$44,442	\$45,331	\$46,238	\$47,163
HEO 4 Step 1	\$42,087	\$42,929	\$43,788	\$44,664	\$45,557	\$46,468	\$47,397	\$48,345
HEO 4 Step 2	\$43,117	\$43,979	\$44,859	\$45,756	\$46,671	\$47,604	\$48,556	\$49,527
HEO 4 Step 3	\$44,487	\$45,377	\$46,285	\$47,211	\$48,155	\$49,118	\$50,100	\$51,102
HEO 5 Step 1	\$45,516	\$46,426	\$47,355	\$48,302	\$49,268	\$50,253	\$51,258	\$52,283
HEO 5 Step 2	\$46,889	\$47,827	\$48,784	\$49,760	\$50,755	\$51,770	\$52,805	\$53,861
HEO 5 Step 3	\$48,258	\$49,223	\$50,207	\$51,211	\$52,235	\$53,280	\$54,346	\$55,433
HEO 5 Step 4	\$49,631	\$50,624	\$51,636	\$52,669	\$53,722	\$54,796	\$55,892	\$57,010
HEO 5 Step 5	\$51,002	\$52,022	\$53,062	\$54,123	\$55,205	\$56,309	\$57,435	\$58,584
HEO 6 Step 1	\$52,374	\$53,421	\$54,489	\$55,579	\$56,691	\$57,825	\$58,982	\$60,162
HEO 6 Step 2	\$53,745	\$54,820	\$55,916	\$57,034	\$58,175	\$59,339	\$60,526	\$61,737
HEO 6 Step 3	\$55,118	\$56,220	\$57,344	\$58,491	\$59,661	\$60,854	\$62,071	\$63,312
HEO 6 Step 4	\$56,489	\$57,619	\$58,771	\$59,946	\$61,145	\$62,368	\$63,615	\$64,887
HEO 7 Step 1	\$57,519	\$58,669	\$59,842	\$61,039	\$62,260	\$63,505	\$64,775	\$66,071
HEO 7 Step 2	\$59,232	\$60,417	\$61,625	\$62,858	\$64,115	\$65,397	\$66,705	\$68,039
HEO 7 Step 3	\$60,949	\$62,168	\$63,411	\$64,679	\$65,973	\$67,292	\$68,638	\$70,011
HEO 7 Step 4	\$62,662	\$63,915	\$65,193	\$66,497	\$67,827	\$69,184	\$70,568	\$71,979
HEO 8 Step 1	\$64,378	\$65,666	\$66,979	\$68,319	\$69,685	\$71,079	\$72,501	\$73,951
HEO 8 Step 2	\$66,433	\$67,762	\$69,117	\$70,499	\$71,909	\$73,347	\$74,814	\$76,310
HEO 8 Step 3	\$68,492	\$69,862	\$71,259	\$72,684	\$74,138	\$75,621	\$77,133	\$78,676
HEO 8 Step 4	\$70,550	\$71,961	\$73,400	\$74,868	\$76,365	\$77,892	\$79,450	\$81,039
HEO 8 Step 5	\$72,606	\$74,058	\$75,539	\$77,050	\$78,591	\$80,163	\$81,766	\$83,401
HEO 9 Step 1	\$74,660	\$76,153	\$77,676	\$79,230	\$80,815	\$82,431	\$84,080	\$85,762
HEO 9 Step 2	\$76,721	\$78,255	\$79,820	\$81,416	\$83,044	\$84,705	\$86,399	\$88,127
HEO 9 Step 3	\$78,779	\$80,355	\$81,962	\$83,601	\$85,273	\$86,978	\$88,718	\$90,492
HEO 10	\$79,808	\$81,404	\$83,032	\$84,693	\$86,387	\$88,115	\$89,877	\$91,675

**38 HOUR WEEK**

Grade/Step Effective	Annual Rate							
	11/11/2005	Mar-06 2.00%	Jun-06 2.00%	Sep-06 2.00%	Mar-07 2.00%	Sep-07 2.00%	Mar-08 2.00%	Sep-08 2.00%
HEO 1 Step 1	\$35,640	\$36,353	\$37,080	\$37,822	\$38,579	\$39,351	\$40,138	\$40,940
HEO 1 Step 2	\$36,383	\$37,111	\$37,853	\$38,610	\$39,382	\$40,169	\$40,973	\$41,792
HEO 1 Step 3	\$37,131	\$37,874	\$38,632	\$39,405	\$40,193	\$40,997	\$41,816	\$42,652
HEO 2 Step 1	\$38,248	\$39,013	\$39,794	\$40,589	\$41,402	\$42,230	\$43,075	\$43,936
HEO 2 Step 2	\$39,365	\$40,152	\$40,955	\$41,774	\$42,610	\$43,462	\$44,332	\$45,219
HEO 3 Step 1	\$40,110	\$40,912	\$41,731	\$42,565	\$43,417	\$44,285	\$45,171	\$46,074
HEO 3 Step 2	\$41,222	\$42,046	\$42,888	\$43,746	\$44,621	\$45,513	\$46,423	\$47,351
HEO 3 Step 3	\$42,341	\$43,188	\$44,052	\$44,932	\$45,831	\$46,748	\$47,682	\$48,636
HEO 3 Step 4	\$43,461	\$44,331	\$45,218	\$46,122	\$47,045	\$47,986	\$48,946	\$49,925
HEO 3 Step 5	\$44,577	\$45,469	\$46,378	\$47,306	\$48,251	\$49,217	\$50,201	\$51,206
HEO 4 Step 1	\$45,694	\$46,609	\$47,541	\$48,492	\$49,462	\$50,451	\$51,460	\$52,489
HEO 4 Step 2	\$46,813	\$47,749	\$48,704	\$49,678	\$50,671	\$51,684	\$52,718	\$53,772
HEO 4 Step 3	\$48,300	\$49,266	\$50,252	\$51,258	\$52,283	\$53,328	\$54,394	\$55,482
HEO 5 Step 1	\$49,417	\$50,405	\$51,414	\$52,442	\$53,491	\$54,560	\$55,652	\$56,764
HEO 5 Step 2	\$50,908	\$51,926	\$52,965	\$54,025	\$55,105	\$56,207	\$57,331	\$58,478
HEO 5 Step 3	\$52,394	\$53,442	\$54,510	\$55,601	\$56,712	\$57,847	\$59,004	\$60,184
HEO 5 Step 4	\$53,885	\$54,963	\$56,062	\$57,183	\$58,327	\$59,493	\$60,683	\$61,897
HEO 5 Step 5	\$55,374	\$56,481	\$57,610	\$58,762	\$59,937	\$61,135	\$62,358	\$63,605
HEO 6 Step 1	\$56,863	\$58,000	\$59,159	\$60,343	\$61,550	\$62,781	\$64,038	\$65,319
HEO 6 Step 2	\$58,352	\$59,519	\$60,709	\$61,923	\$63,161	\$64,425	\$65,714	\$67,029
HEO 6 Step 3	\$59,842	\$61,039	\$62,259	\$63,505	\$64,775	\$66,070	\$67,391	\$68,739
HEO 6 Step 4	\$61,331	\$62,558	\$63,809	\$65,084	\$66,386	\$67,714	\$69,068	\$70,449
HEO 7 Step 1	\$62,449	\$63,698	\$64,971	\$66,271	\$67,597	\$68,948	\$70,327	\$71,734
HEO 7 Step 2	\$64,309	\$65,596	\$66,907	\$68,246	\$69,611	\$71,002	\$72,423	\$73,871
HEO 7 Step 3	\$66,173	\$67,497	\$68,846	\$70,223	\$71,628	\$73,060	\$74,521	\$76,012
HEO 7 Step 4	\$68,033	\$69,393	\$70,781	\$72,197	\$73,641	\$75,114	\$76,617	\$78,149
HEO 8 Step 1	\$69,896	\$71,295	\$72,720	\$74,175	\$75,658	\$77,171	\$78,715	\$80,290
HEO 8 Step 2	\$72,127	\$73,570	\$75,041	\$76,542	\$78,073	\$79,634	\$81,227	\$82,851
HEO 8 Step 3	\$74,363	\$75,850	\$77,367	\$78,914	\$80,493	\$82,103	\$83,744	\$85,420
HEO 8 Step 4	\$76,597	\$78,129	\$79,691	\$81,285	\$82,911	\$84,568	\$86,260	\$87,985
HEO 8 Step 5	\$78,829	\$80,406	\$82,014	\$83,654	\$85,327	\$87,034	\$88,775	\$90,550
HEO 9 Step1	\$81,059	\$82,680	\$84,334	\$86,021	\$87,742	\$89,497	\$91,287	\$93,113
HEO 9 Step2	\$83,297	\$84,963	\$86,662	\$88,395	\$90,162	\$91,965	\$93,805	\$95,681
HEO 9 Step3	\$85,531	\$87,243	\$88,987	\$90,767	\$92,582	\$94,433	\$96,322	\$98,248
HEO 10	\$86,649	\$88,381	\$90,149	\$91,952	\$93,792	\$95,668	\$97,581	\$99,533

## 40 HOUR WEEK

Grade/Step Effective	Annual Rate							
	11/11/2005	Mar-06 2.00%	Jun-06 2.00%	Sep-06 2.00%	Mar-07 2.00%	Sep-07 2.00%	Mar-08 2.00%	Sep-08 2.00%
HEO 1 Step 1	\$35,640	\$36,353	\$37,080	\$37,822	\$38,579	\$39,351	\$40,138	\$40,940
HEO 1 Step 2	\$36,383	\$37,111	\$37,853	\$38,610	\$39,382	\$40,169	\$40,973	\$41,792
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HEO 2 Step 1	\$38,248	\$39,013	\$39,794	\$40,589	\$41,402	\$42,230	\$43,075	\$43,936
HEO 2 Step 2	\$39,365	\$40,152	\$40,955	\$41,774	\$42,610	\$43,462	\$44,332	\$45,219
HEO 3 Step 1	\$40,110	\$40,912	\$41,731	\$42,565	\$43,417	\$44,285	\$45,171	\$46,074
HEO 3 Step 2	\$41,222	\$42,046	\$42,888	\$43,746	\$44,621	\$45,513	\$46,423	\$47,351
HEO 3 Step 3	\$42,341	\$43,188	\$44,052	\$44,932	\$45,831	\$46,748	\$47,682	\$48,636
HEO 3 Step 4	\$43,461	\$44,331	\$45,218	\$46,122	\$47,045	\$47,986	\$48,946	\$49,925
HEO 3 Step 5	\$44,577	\$45,469	\$46,378	\$47,306	\$48,251	\$49,217	\$50,201	\$51,206
HEO 4 Step 1	\$45,694	\$46,609	\$47,541	\$48,492	\$49,462	\$50,451	\$51,460	\$52,489
HEO 4 Step 2	\$46,813	\$47,749	\$48,704	\$49,678	\$50,671	\$51,684	\$52,718	\$53,772
HEO 4 Step 3	\$48,300	\$49,266	\$50,252	\$51,258	\$52,283	\$53,328	\$54,394	\$55,482
HEO 5 Step 1	\$49,417	\$50,405	\$51,414	\$52,442	\$53,491	\$54,560	\$55,652	\$56,764
HEO 5 Step 2	\$50,908	\$51,926	\$52,965	\$54,025	\$55,105	\$56,207	\$57,331	\$58,478
HEO 5 Step 3	\$52,394	\$53,442	\$54,510	\$55,601	\$56,712	\$57,847	\$59,004	\$60,184
HEO 5 Step 4	\$53,885	\$54,963	\$56,062	\$57,183	\$58,327	\$59,493	\$60,683	\$61,897
HEO 5 Step 5	\$55,374	\$56,481	\$57,610	\$58,762	\$59,937	\$61,135	\$62,358	\$63,605
HEO 6 Step 1	\$56,863	\$58,000	\$59,159	\$60,343	\$61,550	\$62,781	\$64,038	\$65,319
HEO 6 Step 2	\$58,352	\$59,519	\$60,709	\$61,923	\$63,161	\$64,425	\$65,714	\$67,029
HEO 6 Step 3	\$59,842	\$61,039	\$62,259	\$63,505	\$64,775	\$66,070	\$67,391	\$68,739
HEO 6 Step 4	\$61,331	\$62,558	\$63,809	\$65,084	\$66,386	\$67,714	\$69,068	\$70,449
HEO 7 Step 1	\$62,449	\$63,698	\$64,971	\$66,271	\$67,597	\$68,948	\$70,327	\$71,734
HEO 7 Step 2	\$64,309	\$65,596	\$66,907	\$68,246	\$69,611	\$71,002	\$72,423	\$73,871
HEO 7 Step 3	\$66,173	\$67,497	\$68,846	\$70,223	\$71,628	\$73,060	\$74,521	\$76,012
HEO 7 Step 4	\$68,033	\$69,393	\$70,781	\$72,197	\$73,641	\$75,114	\$76,617	\$78,149
HEO 8 Step 1	\$69,896	\$71,295	\$72,720	\$74,175	\$75,658	\$77,171	\$78,715	\$80,290
HEO 8 Step 2	\$72,127	\$73,570	\$75,041	\$76,542	\$78,073	\$79,634	\$81,227	\$82,851
HEO 8 Step 3	\$74,363	\$75,850	\$77,367	\$78,914	\$80,493	\$82,103	\$83,744	\$85,420
HEO 8 Step 4	\$76,597	\$78,129	\$79,691	\$81,285	\$82,911	\$84,568	\$86,260	\$87,985
HEO 8 Step 5	\$78,829	\$80,406	\$82,014	\$83,654	\$85,327	\$87,034	\$88,775	\$90,550
HEO 9 Step1	\$81,059	\$82,680	\$84,334	\$86,021	\$87,742	\$89,497	\$91,287	\$93,113
HEO 9 Step2	\$83,297	\$84,963	\$86,662	\$88,395	\$90,162	\$91,965	\$93,805	\$95,681
HEO 9 Step3	\$85,531	\$87,243	\$88,987	\$90,767	\$92,582	\$94,433	\$96,322	\$98,248
HEO 10	\$86,649	\$88,381	\$90,149	\$91,952	\$93,792	\$95,668	\$97,581	\$99,533

**CASUAL RATES OF PAY – 35 HOUR WEEK**

Grade/Step	Base Rate	Loaded Rate	Base Rate	Loaded Rate	Base Rate	Loaded Rate	Base Rate	Loaded Rate	Base Rate	Loaded Rate	Base Rate	Loaded Rate	Base Rate	Loaded Rate
Effective	March 06		June 06		September 06		March 07		September 07		March 08		September 08	
	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
HEO 1 Step 1	18.334292	22.917865	18.701164	23.376455	19.075154	23.843943	19.456810	24.321013	19.846133	24.807666	20.243121	25.303901	20.647775	25.809719
HEO 1 Step 2	18.716496	23.395620	19.091034	23.863793	19.472690	24.340863	19.862012	24.827515	20.259001	25.323751	20.664203	25.830254	21.077618	26.347023
HEO 1 Step 3	19.101437	23.876796	19.483641	24.354551	19.873511	24.841889	20.271047	25.338809	20.676249	25.845311	21.089665	26.362081	21.511294	26.889118
HEO 2 Step 1	19.675838	24.594798	20.069541	25.086926	20.470910	25.588638	20.880493	26.100616	21.298289	26.622861	21.724298	27.155373	22.158522	27.698153
HEO 2 Step 2	20.250240	25.312800	20.655441	25.819301	21.068309	26.335386	21.489938	26.862423	21.919781	27.399726	22.358385	27.947981	22.805749	28.507186
HEO 3 Step 1	20.633539	25.791924	21.046407	26.308009	21.467488	26.834360	21.896783	27.370979	22.334839	27.918549	22.781656	28.477070	23.237235	29.046544
HEO 3 Step 2	21.205749	26.507186	21.630116	27.037645	22.062697	27.578371	22.504038	28.130048	22.954141	28.692676	23.413005	29.266256	23.881177	29.851471
HEO 3 Step 3	21.781246	27.226558	22.217112	27.771390	22.661191	28.326489	23.114579	28.893224	23.576728	29.470910	24.048186	30.060233	24.528953	30.661191
HEO 3 Step 4	22.357837	27.947296	22.805202	28.506503	23.261328	29.076660	23.726762	29.658453	24.201506	30.251883	24.685558	30.856948	25.179466	31.474333
HEO 3 Step 5	22.931691	28.664614	23.390554	29.238193	23.858179	29.822724	24.335113	30.418891	24.821903	31.027379	25.318549	31.648186	25.825051	32.281314
HEO 4 Step 1	23.506639	29.383299	23.977002	29.971253	24.456674	30.570843	24.945654	31.182068	25.444490	31.805613	25.953183	32.441479	26.472279	33.090349
HEO 4 Step 2	24.081588	30.101985	24.563450	30.704313	25.054620	31.318275	25.555647	31.944559	26.066530	32.583163	26.587817	33.234771	27.119507	33.899384
HEO 4 Step 3	24.847091	31.058864	25.344285	31.680356	25.851335	32.314169	26.368241	32.960301	26.895551	33.619439	27.433265	34.291581	27.981930	34.977413
HEO 5 Step 1	25.421492	31.776865	25.930185	32.412731	26.448734	33.060918	26.977687	33.722109	27.517043	34.396304	28.067351	35.084189	28.628611	35.785764
HEO 5 Step 2	26.188638	32.735798	26.712663	33.390829	27.247091	34.058864	27.791923	34.739904	28.347707	35.434634	28.914442	36.143053	29.492676	36.865845
HEO 5 Step 3	26.953046	33.691308	27.491855	34.364819	28.041615	35.052019	28.602327	35.752909	29.174538	36.468173	29.758248	37.197810	30.353457	37.941821
HEO 5 Step 4	27.720192	34.650240	28.274333	35.342916	28.839973	36.049966	29.416564	36.770705	30.004654	37.505818	30.604791	38.255989	31.216975	39.021219
HEO 5 Step 5	28.485695	35.607119	29.055168	36.318960	29.636140	37.045175	30.228611	37.785764	30.833128	38.541410	31.449692	39.312115	32.078850	40.098563
HEO 6 Step 1	29.251745	36.564681	29.836550	37.295688	30.433402	38.041753	31.042300	38.802875	31.663244	39.579055	32.296783	40.370979	32.942916	41.178645
HEO 6 Step 2	30.017796	37.522245	30.617933	38.272416	31.230116	39.037645	31.854894	39.818618	32.492266	40.615333	33.142231	41.427789	33.805339	42.256674
HEO 6 Step 3	30.784394	38.480493	31.399863	39.249829	32.027926	40.034908	32.668583	40.835729	33.321834	41.652293	33.988227	42.485284	34.667762	43.334703
HEO 6 Step 4	31.550445	39.438056	32.181246	40.226558	32.824641	41.030801	33.481177	41.851471	34.150856	42.688570	34.833676	43.542095	35.530185	44.412731

Grade/Step	Base Rate	Loaded Rate	Base Rate	Loaded Rate	Base Rate	Loaded Rate	Base Rate	Loaded Rate	Base Rate	Loaded Rate	Base Rate	Loaded Rate	Base Rate	Loaded Rate
HEO 7 Step 1	32.125394	40.156743	32.767693	40.959616	33.423135	41.778919	34.091718	42.614648	34.773443	43.466804	35.468857	44.336071	36.178508	45.223135
HEO 7 Step 2	33.082546	41.353183	33.744011	42.180014	34.419165	43.023956	35.107461	43.884326	35.809446	44.761808	36.525667	45.657084	37.256126	46.570158
HEO 7 Step 3	34.041342	42.551678	34.721971	43.402464	35.416290	44.270363	36.124846	45.156058	36.847091	46.058864	37.584120	46.980150	38.335934	47.919918
HEO 7 Step 4	34.997947	43.747434	35.697741	44.622176	36.411773	45.514716	37.140041	46.425051	37.883094	47.353868	38.640931	48.301164	39.413552	49.266940
HEO 8 Step 1	35.956742	44.945928	36.675702	45.844628	37.409446	46.761808	38.157426	47.696783	38.920739	48.650924	39.699384	49.624230	40.493361	50.616701
HEO 8 Step 2	37.104449	46.380561	37.846407	47.308009	38.603149	48.253936	39.375222	49.219028	40.162628	50.203285	40.965914	51.207393	41.785079	52.231349
HEO 8 Step 3	38.254346	47.817933	39.019302	48.774128	39.799589	49.749486	40.595756	50.744695	41.407803	51.759754	42.235729	52.794661	43.080630	53.850788
HEO 8 Step 4	39.403696	49.254620	40.191650	50.239563	40.995483	51.244354	41.815195	52.268994	42.651335	53.314169	43.504449	54.380561	44.374538	55.468173
HEO 8 Step 5	40.551951	50.689939	41.362902	51.703628	42.190281	52.737851	43.034086	53.792608	43.894867	54.868584	44.772621	55.965776	45.667899	57.084874
HEO 9 Step1	41.699110	52.123888	42.533060	53.166325	43.383984	54.229980	44.251882	55.314853	45.136756	56.420945	46.039699	57.549624	46.960712	58.700890
HEO 9 Step2	42.850103	53.562629	43.707050	54.633813	44.580972	55.726215	45.472416	56.840520	46.381930	57.977413	47.309514	59.136893	48.255715	60.319644
HEO 9 Step3	44.000000	55.000000	44.879945	56.099931	45.777413	57.221766	46.692950	58.366188	47.626557	59.533196	48.579329	60.724161	49.550719	61.938399
HEO 10	44.574401	55.718001	45.465845	56.832306	46.375359	57.969199	47.302943	59.128679	48.249144	60.311430	49.213963	61.517454	50.198494	62.748118

## SCHEDULE 2 – CLASSIFICATION DESCRIPTORS

### Definitions

Training level	Type and duration of training which the duties of the classification level typically require for effective performance.
Occupational equivalent	Examples of occupations typically falling within each classification level.
Level of supervision	Covers both the way in which staff are supervised or managed and the role of staff in supervising or managing others.
Task level	Type, complexity and responsibility of tasks typically performed
Organisational knowledge	Required level of knowledge and awareness of University, its structure and functions and purposes to which that organisational knowledge may be put.
Judgement, independence and problem solving	Judgement: ability to make sound decisions, recognising the consequences of decisions taken or actions performed; Independence: extent to which staff member is able (or allowed) to work effectively without supervision or direction; Problem solving: process of defining or selecting appropriate course of action from alternative courses.
Close supervision	Clear and detailed instructions provided. Tasks covered by standard procedures. Deviation from procedures or unfamiliar situations referred to higher levels. Work is regularly checked.
Routine supervision	Direction provided on tasks to be undertaken, with some latitude to rearrange sequences and discriminate between established methods. Guidance on approach to standard circumstances provided in procedures; guidance on the approach to non-standard circumstances provided by a supervisor. Selective rather than constant checking.
General direction	Direction provided on assignments to be undertaken, with staff member determining appropriate use of established methods, tasks and sequences. Some scope to determine an approach in the absence of established procedures or detailed instructions, but guidance is readily available. Performance is checked by assignment completion.
Broad direction	Direction provided in terms of objectives which may require planning of staff, time and material resources for their completion. Limited detailed guidance will be available and staff member may be required to develop or modify procedures. Performance measured against objectives.

### Higher Education Officer Level 1

#### Training level or qualifications

No formal qualifications or specific work experience required on engagement; structured training and extensive induction provided.

#### Level of supervision

Close supervision or, in the case of more experienced staff working alone, routine supervision.

#### Task level

Straightforward manual duties or elements of level 2 duties under close supervision and structured on the job training. Some knowledge of materials, e.g. cleaning chemicals and hand tools, may be required. Established procedures exist.

#### Organisational knowledge

May provide straightforward information to others on building or service locations.

**Judgement, independence and problem solving**

Resolve problems where alternatives for the jobholder are limited and the required action is clear or can be readily referred to higher levels.

**Occupational equivalent and typical activities**

Cleaner, labourer, trainee for level 2 duties: perform a range of industrial cleaning tasks, move furniture, assist trades personnel with manual duties.

**Higher Education Officer Level 2**

**Training level or qualifications**

Year 12 without work experience;  
Certificates I or II with work related experience; or  
Equivalent combination of experience and training.

**Level of supervision**

Routine supervision of straightforward tasks; close supervision of more complex tasks.

**Task level**

Straightforward tasks where procedures are clearly established; may occasionally perform more complex tasks.

**Organisational knowledge**

Following training, may provide general information/advice and assistance to members of the public, students and other staff based on a broad knowledge of work area/responsibility, including knowledge of functions carried out and location and availability of particular personnel and services.

**Judgement, independence and problem solving**

Solve relatively simple problems with reference to established techniques and practices. May be required to choose between a range of straightforward alternatives. Expected to perform a combination of routine tasks where daily work routine will allow latitude to rearrange some work sequences, provided the prearranged work priorities are achieved.

**Occupational equivalent and typical activities**

Administrative assistant: Manage inward and outward movement of mail, copy, maintain and retrieve records, undertake straightforward data entry and retrieval.

**Higher Education Officer Level 3**

**Training level or qualifications**

Trades certificate or Certificate III; or  
Year 12 or a Certificate II, with relevant work experience; or  
Equivalent combination of relevant experience and/or education/training.

May typically perform duties which require further on the job training or knowledge and training equivalent to progress toward completion of a Certificate IV or Diploma.

**Level of supervision**

In technical positions, routine supervision, moving to general direction with experience. In other positions, general direction. Supervision of other staff may be required.

**Task level**

Some complexity. Apply body of knowledge equivalent to trade certificate or Certificate III, including diagnostic skills and assessment of the best approach to a given task.

**Organisational knowledge**

Perform tasks/assignments which require knowledge of the work area processes and an understanding of how they interact with other related areas and processes.

**Judgement, independence and problem solving**

Exercise judgement on work methods and task sequence within specified timelines, standard practices and procedures.

### **Occupational equivalent and typical activities**

Tradesperson, technical assistant/technical trainee, administrative assistant.

Trades: apply trades certificate/Certificate III skills in a range of construction, maintenance and repair tasks, using precision hand and power tools and equipment. May involve familiarity with work of other trades or require further training.

Technical: assist technical officers in operating a laboratory, including ordering supplies; assist in setting up routine experiments, preparation of specimens and feeding and care of animals; monitor experiments for report to a technical officer. Staff are expected to perform a greater range and complexity of tasks as they progressed through the level and obtained further training.

Administrative: standard use of a range of desk-top based programs, eg. word processing, established spreadsheet or database applications, and management information systems (eg. financial, student or human resource systems), including storing/ retrieving documents, keying/lay out/merging of documents, tables and basic graphics; provide general administrative support including setting up meetings, answering straightforward inquiries and directing others to the appropriate personnel; process accounts for payment.

## **Higher Education Officer Level 4**

### **Training level or qualifications**

Diploma level qualification with relevant work related experience;

Certificate IV with relevant work experience; or

Post-trades certificate and extensive relevant experience and on the job training; or

Certificate III with extensive relevant work experience; or

An equivalent combination of relevant experience and/or education/training.

### **Level of supervision**

In technical positions, routine supervision to general direction depending upon experience and the complexity of the tasks.

In other positions, general direction.

May supervise or co-ordinate others to achieve objectives, including liaison with staff at higher levels. May undertake stand-alone work.

### **Task level**

Undertake limited creative, planning or design functions; apply skills to a varied range of different tasks.

### **Organisational knowledge**

Perform tasks/assignments which require proficiency in the work area's rules, regulations, processes and techniques, and how they interact with other related functions.

### **Judgement, independence and problem solving**

In trades positions, extensive diagnostic skills; In technical positions, apply theoretical knowledge and techniques to a range of procedures and tasks; In administrative positions, provide factual advice which requires proficiency in the work area's rules and regulations, procedures requiring expertise in a specialist area or broad knowledge of a range of personnel and functions.

### **Occupational equivalent and typical activities**

Technical officer or technician, administrative, advanced tradespersons.

Trades: work on complex engineering or interconnected electrical circuits; exercise high precision trades skills using various materials and/or specialised techniques.

Technical : develop new equipment to criteria developed and specified by others; under routine direction, assist in conduct of major experiments and research programs and/or in setting up complex or unusual equipment for a range of experiments and demonstrations; demonstrate use of equipment and prepare technical reports.

Library technician: copy cataloguing; use range of bibliographic databases; undertake acquisitions; respond to reference inquiries.

Administrative: may use full range of desktop based programs, including word processing packages, mathematical formulae and symbols, manipulation of text and layout in desktop publishing and/or web software, and management information systems; plan and set up spreadsheets or data base applications; be responsible for providing a full range of secretarial services, eg. in a faculty; provide advice to students on enrolment procedures and requirements; administer enrolment and course progression records.

### **Higher Education Officer Level 5**

#### **Training level or qualifications**

Degree without subsequent relevant work experience;

Advanced diploma qualification and at least 1 year's subsequent relevant work experience;

Diploma qualification and at least 2 years' subsequent relevant work experience;

Certificate IV and extensive relevant work experience;

Post-trades certificate and extensive (typically more than 2 years) relevant experience as a technician; or

Equivalent combination of relevant experience and/or education/training.

#### **Level of supervision**

Professional positions: routine supervision to general direction, depending on tasks involved and experience. Other positions: general direction and may supervise other staff.

#### **Task level**

Apply body of broad technical knowledge and experience at a more advanced level than Level 4, including development of areas of specialist expertise. Professional: apply theoretical knowledge, at degree level, in a straightforward way.

Administrative: provide interpretation, advice and decisions on rules and entitlements.

#### **Organisational knowledge**

Perform tasks/assignments which require proficiency in the work area's rules, regulations, policies, procedures, systems, processes and techniques, and how they interact with other related functions, in order to assist in their adaptation to achieve objectives, and advise, assist and influence others.

#### **Judgement, independence and problem solving**

Professional: solve problems through standard application of theoretical principles and techniques at degree level.

Technical: apply standard technical training and experience to solve problems. Administrative: may apply expertise in a particular set of rules or regulations to make decisions, or be responsible for co-ordinating a team to provide an administrative service.

#### **Occupational equivalent and typical activities**

Graduate (i.e. degree) or professional, without work experience on entry (including inexperienced computer systems officer); administrator with responsibility for advice and determinations; experienced technical officer.

Technical: develop new equipment to general specifications; under general direction, assist in the conduct of major experiments and research programs and/or in setting up complex or unusual equipment for a range of experiments and demonstrations; under broad direction, set up, monitor and demonstrate standard experiments and equipment use; prepare technical reports.

Library technician: assist with reader education programs and more complex bibliographic and acquisition services; operate a discrete unit within a library which may involve significant supervisory duties or running out-posted service.

Administrative: responsible for managing an administrative function, eg. HECS advice, records, determinations and payments, centralised enrolment function, organisation and administration of exams at a small campus.

Professional: under professional supervision, work as part of a research team in a support role; provide a range of library services including bibliographic assistance, original cataloguing and reader education in library and reference services; provide counselling services.

### **Higher Education Officer Level 6**

#### **Training level or qualifications**

Degree with subsequent relevant experience;

Extensive experience and specialist expertise or broad knowledge in technical or administrative fields; or  
Equivalent combination of relevant experience and/or education/training.

**Level of supervision**

In professional positions, general direction; in other positions, broad direction. May have extensive supervisory and line management responsibility for technical, administrative and other non-professional staff.

**Task level**

Perform work assignments guided by policy, precedent, professional standards and managerial or technical expertise. Staff would have the latitude to develop or redefine procedure and interpret policy so long as other work areas are not affected. In technical and administrative areas, have a depth or breadth of expertise developed through extensive relevant experience and application.

**Organisational knowledge**

Perform tasks/assignments which require proficiency in work area's existing rules, regulations, policies, procedures, systems, processes and techniques and how they interact with other related functions; adapt those procedures and techniques as required to achieve objectives without impacting on other areas.

**Judgement, independence and problem solving**

Discretion to innovate within own function and take responsibility for outcomes; design, develop and test complex equipment, systems and procedures; undertake planning and develop proposals for resource allocation; exercise high level diagnostic skills on sophisticated equipment or systems; analyse and report on data and experiments.

**Occupational equivalent and typical activities**

Graduate or professional with subsequent relevant work experience (including a computer systems officer with some experience); line manager; experienced technical specialist and/or technical supervisor.

Technical: manage laboratory or field station; set up complex experiments; provide highly specialised technical services; design & construct complex or unusual equipment to general specifications; assist honours & postgraduate students with laboratory requirements; install, repair, provide & demonstrate computer services in laboratories.

Administrative: provide financial, policy and planning advice; service committees, including preparation of agendas, papers, minutes and correspondence; monitor expenditure against budget in a school or small faculty.

Professional: work as part of a research team; provide a range of library services, including bibliographic assistance, original cataloguing and reader education in library and reference services; provide counselling services; undertake a range of computer programming tasks; provide documentation and assistance to computer users; analyse less complex user and system requirements.

**Higher Education Officer Level 7**

**Training level or qualifications**

Degree with at least 4 years subsequent relevant experience; or  
Extensive experience and management expertise in technical or administrative fields; or  
Equivalent combination of relevant experience and/or education/training.

**Level of supervision**

Broad direction. May manage other staff including administrative, technical and/or professional staff.

**Task level**

Independently relate existing policy to work assignments or rethink the way a specific body of knowledge is applied in order to solve problems. In professional or technical positions, may be a recognised authority in a specialised area.

**Organisational knowledge**

Detailed knowledge of academic and administrative policies and interrelationships between a range of policies and activities.

**Judgement, independence and problem solving**

Independently relate existing policy to work assignments, rethink the way a specific body of knowledge is applied in order to solve problems, adapt procedures to fit policy prescriptions or use theoretical principles in modifying and adapting

techniques. This may involve stand alone work or the supervision of others in order to achieve objectives. It may also involve the interpretation of policy which has an impact beyond the immediate work area.

**Occupational equivalent and typical activities**

Senior librarian; technical manager; senior research assistant, professional or scientific officer; senior administrator in a small less complex faculty.

Librarian: combine specialist expertise and responsibilities for managing a library function.

Technical: manage teaching and research facilities for a School or equivalent.

Research: utilise acknowledged expertise in a specialised area or a combination of technical management and specialised research.

Administrative: provide less senior administrative support to relatively small and less complex faculties or equivalent.

Student services: train and supervise professional staff and undertake policy development responsibilities (which may include research and publication).

**Higher Education Officer Level 8**

**Training level or qualifications**

Postgraduate qualifications or progress towards postgraduate qualifications and extensive relevant experience;  
Extensive experience and management expertise; or  
Equivalent combination of relevant experience and/or education/training.

**Level of supervision**

Broad direction, working with a degree of autonomy. May have management responsibility for a functional area and/or manage other staff including administrative, technical and/or professional staff.

**Task level**

Work likely to require development of new ways of using a specific body of knowledge which applies to work assignments, or may involve the integration of other specific bodies of knowledge.

**Organisational knowledge**

Expected to make policy recommendations to others and to implement programs involving major change which may impact on other areas of the University's operations.

**Judgement, independence and problem solving**

Responsible for program development and implementation, providing strategic support and advice (eg, to schools or faculties) requiring integration of a range of university policies and external requirements, and an ability to achieve objectives operating within complex organisation structures.

**Occupational equivalent and typical activities**

Manager (eg. administrative, research, professional or scientific); senior school/faculty administrator; researcher.

Assist in managing a large functional unit with a diverse or complex set of functions and significant resources; Manage a function or develop and implement policy requiring a high degree of knowledge and sensitivity; Manage a small or specialised unit where significant innovation, initiative and/or judgement are required; Provide senior administrative support to schools and faculties of medium complexity, taking into account the size, budget, course structure, external activities and management practices within the faculty or equivalent unit.

**Higher Education Officer Level 9**

**Training level or qualifications**

Postgraduate qualifications and extensive relevant experience;  
Extensive management experience and proven management expertise; or  
Equivalent combination of relevant experience and/or education/training.

**Level of supervision**

Broad direction, working with a considerable degree of autonomy; Management responsibility for a major functional area and/or manage other staff including administrative, technical and/or professional staff.

**Task level**

Conceptualise, develop and review major professional, management or administrative policies at the corporate level. Significant high level creative, planning and management functions. Will have responsibility for significant resources.

**Organisational knowledge**

Conceptualise, develop and review major policies, objectives and strategies involving high level liaison with internal and external client areas. Responsible for programs involving major change which may impact on other areas of the University's operations.

**Judgement, independence and problem solving**

Responsible for significant program development and implementation. Provide strategic support and advice (eg, to schools/faculties or at corporate level) requiring integration of a range of internal and external policies and demands, and an ability to achieve broad objectives while operating within complex organisational structures.

**Occupational equivalent**

Manager (eg administrative, research, professional or scientific); senior school/faculty administrator; senior researcher: Assist in managing a large functional unit with a diverse or complex set of functions and significant resources; Manage a function or develop and implement policy requiring a high degree of knowledge and sensitivity and the integration of internal and external requirements; Manage a small and specialised unit where significant innovation, initiative and/or judgement are required; Provide senior administrative support to more complex schools and faculties, taking into account the size, budget, course structure, external activities and management practices within the faculty or equivalent unit.

**Higher Education Officer Level 10**

**Training level or qualifications**

Proven expertise in the management of significant human and material resources, in addition to, in some areas, postgraduate qualifications and extensive relevant experience.

**Level of supervision**

Broad direction, operating with a high overall degree of autonomy. Will have substantial management responsibility for diverse activities and/or staff (including administrative, technical and/or professional staff).

**Task level**

Complex, significant and high level creative planning, program and managerial functions with clear accountability for program performance. Comprehensive knowledge of related programs. Requires application of high level of theoretical and applied knowledge.

**Organisational knowledge**

Bring a multiperspective understanding to development, marketing and implementation of new policies; devise new ways of adapting University's strategies to new, including externally generated, demands.

**Judgement, independence and problem solving**

Be fully responsible for the achievement of significant organisational objectives and programs.

**Occupational equivalent and typical activities**

Senior program, research or administrative manager: Manage a large functional unit with a diverse or complex set of functions and significant resources; Manage a more complex function or unit where significant innovation, initiative and/or judgement are required; Provide senior administrative support to the most complex schools and faculties, involving complex course structures, significant staff and financial resources, outside activities and extensive exercise of administrative, policy and financial management responsibilities.

## SCHEDULE 3 – ALLOWANCES

Allowance	Eligibility	Amount payable at commencement of Agreement
Cadaver Prosection	Staff of Departments of Anatomy & Histology and Biological Sciences whose duties include dissection of human bodies; Payable while on leave, superannuable and included as salary for the purpose of termination payments	\$1,370 per annum
Driver-Attendant	Driver-attendants located at Main Quadrangle of Camperdown Campus who routinely undertake executive driving duties or Information Office relief at least three times per week	\$2,484 per annum
First Aid	Staff who have successfully completed an approved first aid course and who are appointed by University OHS and Injury Management Unit as first aid officers  Staff who are required on the recommendation of OHS and Injury Management Unit to hold an Occupational First Aid Certificate	\$624 per annum  \$939 per annum
Overtime Meal	Payable in accordance with <b>clause 33</b> ; varied in accordance with corresponding allowance in NSW Public Service.	\$21.10 per meal
On call	Payable in accordance with <b>clause 38</b> .	Monday to Friday: \$29.80 per day; weekends and public holidays: \$74.50 per day
Shelving Team Coordinator	University Library staff; payable pro rata while assigned as shelving team coordinators	\$1,209 per annum
Tools	Trade staff who are required to supply all necessary tools to use in their trade; Tools required for each trade will be as specified in the University's tool allowance policy.	Painter - \$11.86 per fortnight Plumber - \$48.55 per fortnight Carpenter - \$48.55 per fortnight Electrician - \$25.27 per fortnight Refrigeration Mechanic - \$25.27 per fortnight Apprentice Chef - \$12.62 per fortnight
Licence	Plumbers and electricians if required to maintain and act on their licences.	Plumbers - \$2,504 per annum Electricians - \$1,448 per annum
Trade disability	Eligible trades staff and apprentices upon making a claim	Chokeage \$5.76 per day Dirty work \$0.50 an hour Cold places \$0.50 an hour

**SIGNED** for and on behalf of  
the **NATIONAL TERTIARY  
EDUCATION INDUSTRY UNION**

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Name:

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in the presence of

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dated

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**SIGNED** for and on behalf of  
the **COMMUNITY AND PUBLIC  
SECTOR UNION**

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Name:

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in the presence of

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dated

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**SIGNED** for and on behalf of  
**THE UNIVERSITY OF SYDNEY**

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in the presence of

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dated

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