

## **SCHEDULE 7: THE UNIVERSITY OF SYDNEY TEACHING HOSPITALS (VETERINARY CLINICS) AGREEMENT**

### **1. Preamble**

The Faculty of Veterinary Science is committed to selecting, training and graduating outstanding veterinarians for the benefit of the Australian community. A crucial part of this commitment is the provision of the Teaching Hospitals (Veterinary Clinics) as a major resource for teaching, learning and research.

The vision of the Teaching Hospitals is to provide the highest quality clinical veterinary practice for both primary accession and referral patients, and as a result provide an innovative, stimulating and excellent clinical veterinary education for both undergraduate and postgraduate students.

To facilitate the achievement of this vision, the following provisions have been agreed to promote the efficient and effective operation of the Teaching Hospitals.

### **2. Title**

This Agreement is called the University of Sydney Teaching Hospitals (Veterinary Clinics) Agreement, 2003-2006

### **3. Arrangement**

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### **4. Definitions**

- 4.1 'Primary Agreement' means The University of Sydney General Staff Agreement, 2003-2006.
- 4.2 'Teaching Hospitals' means the University of Sydney's Veterinary Clinics located at its Camperdown campus and its Camden campus.

### **5. Operation of Schedule**

- 5.1 This Schedule operates in conjunction with and forms part of the Primary Agreement.

- 5.2 Where the provisions of this Schedule conflict with a provision in the Primary Agreement, the provisions of this Schedule over-ride the Agreement clause to the extent of any inconsistency.

## **6. Coverage**

- 6.1 This schedule covers all general staff who work at the
- 6.1.1 Sydney Veterinary Teaching Hospital, and the
  - 6.1.2 Camden Veterinary Teaching Hospital.
- 6.2 In particular it covers the following local classifications:
- 6.2.1 Animal House Attendant (HEO Level/s 2 and 3); which means a member of general staff who is responsible for the cleaning and maintenance of animal holding facilities, the feeding of hospitalised or boarded animals and for exercising animals which are being boarded at the Hospitals.
  - 6.2.2 Veterinary Nurse (HEO Level/s 3 and 4); which means a member of general staff who provides nursing and technical assistance to veterinarians in relation to medical and surgical cases presented to the Veterinary Hospital.
  - 6.2.3 Veterinary Intern (HEO Level 5); which means a veterinarian who provides clinical services by diagnosing and treating patients, while undertaking a Graduate Diploma in Veterinary Clinical Studies and/or under instruction from Senior Veterinary staff.
  - 6.2.4 Veterinary Registrar (Fellowship Training) (HEO Level 6); which means a veterinarian working with responsibility for his or her own clinical work and outcomes in close consultation with a mentor or senior staff member. Under direction from a mentor, a Veterinary Registrar has full responsibility for fulfilling specialist College requirements.
  - 6.2.5 Clinical Veterinary Registrar (HEO Level 7); which means a veterinarian working with responsibility for his or her own clinical work and outcomes; and who has involvement with clinical instruction, contributes to consultancy and/or research led by senior staff and provides high quality primary accession clinical services.
  - 6.2.6 Senior Clinical Veterinary Registrar (HEO Level 8); which means a senior veterinarian with responsibilities within a specific area of clinical practice, and who provides leadership in the chosen discipline as well as being involved in both undergraduate and postgraduate clinical training programs.
  - 6.2.7 Veterinary Specialist (HEO Level 9); which means a veterinarian who has at least partial responsibility for the management of a unit or division, including the management of a range of staff working within the relevant discipline or sub-discipline.
- 6.3 This schedule does not cover clinical academics in training such as Residents.

## **7. Parties**

The parties to this Agreement are

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

## **8. Binding Effect**

The terms of this Agreement are binding upon the parties and all general staff employed by the University who work at the Teaching Hospitals.

## **9. Availability of Agreement**

A copy of this Agreement will be kept on the University's Personnel Web Site, and on the Faculty of Veterinary Science Web Site. Hard copies of the Agreement will be kept in each Teaching Hospital.

## **10. Modes of Employment**

### 10.1 Primary Agreement

Staff of the Teaching Hospitals will be employed according to the Modes of Employment clause of the primary Agreement, and according to this clause.

### 10.2 Grandparenting Provisions

Those staff who at the date of certification of this Agreement are employed on a continuing contract of employment, will continue to be employed on that basis in accordance with the provisions of Part D of the Primary Agreement.

### 10.3 Fixed-Term Contracts (External Funding)

For the purposes of the HECE Award, contracts offered by the University for staff to work at the Hospitals are based on external income. Staff of the Teaching Hospitals may be employed on fixed-term contracts (which may have a provision for renewal).

### 10.4 Fixed-Term Contingency Contracts

- 10.4.1 Staff of the Teaching Hospitals may be employed on fixed-term contingent contract/s. A contingency contract contains a beginning date but no end date; rather the nature of the contingency which may be invoked and thus lead to the expiry of the contract is detailed.
- 10.4.2 Relevant contingencies include but are not limited to:
  - a. "specialised" clinical work of a particular type which is no longer required, and/or

- b. insufficient income from external clients to support the costs of a particular Business Unit (or parts thereof) or certain positions within a Unit or Units.

#### 10.5 Notice of Non-Renewal

Where a staff member's fixed-term contract is not renewed or the contingency is invoked and the staff member is eligible to receive notice under the HECE Award, he or she will receive notice in accordance with the provisions of Part I (Separation Provisions) of the Primary Agreement.

#### 10.6 Enhanced Severance payments

- 10.6.1 Where a staff member has been employed on a series of fixed-term contracts or on a fixed-term contingency based contract for 10 years or more, and a further contract is not offered by the University or the contingency is invoked, the staff member will receive enhanced severance payments as per the table below:

##### Severance payments

Period of continuous paid service	Severance pay (weeks' salary)
1 year or more but less than 2 years	4 weeks
2 years or more but less than 3 years	6 weeks
3 years or more but less than 4 years	7 weeks
4 years or more but less than 10 years	8 weeks
10 years or more but less than 12 years	20 weeks
12 years or more but less than 15 years	24 weeks
15 years or more but less than 20 years	30 weeks
20 years or more but less than 26	40 weeks
26 years or more	52 weeks

- 10.6.2 The additional severance payments are paid in recognition of the length of continuous paid service of the staff members concerned, and because redundancy and redeployment provisions do not apply. The employment relationship between the University and the staff member will expire either at the conclusion of the contract, or on the basis of the contingency being invoked.

### 11. Salaries and Allowances

- 11.1 Staff of the Teaching Hospitals will receive as a minimum the salaries detailed for the relevant HEO levels in the Primary Agreement.
- 11.2 Appropriate salary loadings will be paid according to the relevant University policy.

### 12. Hours of Work

#### 12.1 Shift Roster

All staff who work at the Teaching Hospitals work a 76 hour fortnight and are shift workers. Staff are rostered to work shifts of between 8 to 10 hours and will normally have a break of at least 10 hours between shifts.

## 12.2 Span of Hours and Shift Penalty Payment

The ordinary span of hours is from 7.00am to 7.00pm, Monday to Saturday. A common shift penalty payment of 15% applies, and this shift loading is paid when work is rostered to be performed at times other than between the hours of 7.00am to 7.00pm Monday to Saturday.

## 12.3 Overtime

All overtime must be approved by the Hospital Director or Delegated Officer, prior to the work being undertaken. Hospital staff may all be instructed to work reasonable overtime beyond their 76 hour fortnight or 7.6 hour day. In such circumstances the Primary Agreement provisions apply, other than clauses specified in this Schedule. Where the overtime worked is for the essential purpose of caring for animals, the minimum payment for overtime worked either from midnight Saturday to midnight Sunday, and/or for overtime worked on a public holiday, will be for 3 hours.

## 12.4 Time in lieu

Where a staff member has agreed to take time off in lieu of overtime payment, the time off in lieu must be taken at a mutually agreed time. A staff member may accrue up to 3 weeks time in lieu within a 6 month period. If at the end of the 6 month period the time in lieu has not been taken, it must be paid out at overtime rates.

## 13. On Call Provisions

- 13.1 Staff may be required to be rostered to be on-call to make sure that the Teaching Hospitals operate effectively at all times. Other than sub-clause 13.3 (below), the On Call provisions of the Primary Agreement apply.
- 13.2 If a staff member has left work at the University at his or her normal finishing time and is called back to solve a problem he or she will be paid overtime rates as per the Primary Agreement (where the staff member is entitled to be paid at overtime rates or accrue time in lieu thereof).
- 13.3 Provided that where the staff member has been called back to work between midnight Saturday and midnight Sunday or on a public holiday, if the staff member is entitled to be paid overtime, he or she will be paid for a minimum of 3 hours work.
- 13.4 If a staff member is called back again, and the reason for the call back is the same or a related problem that could reasonably have been solved during the earlier call back, the staff member will be paid overtime rates for the total time worked.

## 14. Professional Development

- 14.1 This provision is in addition to the University's study time policies. Consistent with the mission of the Faculty of Veterinary Science, staff of the Teaching Hospitals are able to use accrued time in lieu to attend relevant professional development opportunities.
- 14.2 Staff of the Teaching Hospitals may be assisted by the University to take such time in lieu to attend relevant professional development opportunities. This is in addition to Career Development Leave in Part F of the Primary Agreement.
- 14.3 Professional Development includes local and overseas study and assessment in accordance with the University's Policies re:

- 14.3.1 Study Time,
  - 14.3.2 Special Duties Overseas and
  - 14.3.3 Special Duties in Australia.
- 14.4 Staff of the Hospitals are entitled to following periods of Professional Development subject to approval by the Hospital Director or Delegated Officer. This professional development is an annual entitlement and does not accrue.
- 14.4.1 Animal House Attendants: as per current TAFE requirements and in accordance with the University's Study Time Policy.
  - 14.4.2 Veterinary Nurses: as per current TAFE requirements and in accordance with the University's Study Time Policy.
  - 14.4.3 Veterinary Registrars: Externship of 4 weeks or Study Leave of 4 weeks. Some financial support for externships and for the presentation of papers via submission.
  - 14.4.4 Clinical Veterinary Registrar: 1 week conference leave (plus financial support for attendance if a paper is being presented) plus support for clinical research via submission.
  - 14.4.5 Senior Clinical Veterinary Registrar: 1 week conference leave (plus financial support for attendance if a paper is being presented) plus support for clinical research via submission.
  - 14.4.6 Veterinary Specialist: 1 week conference leave (plus financial support for attendance if a paper is being presented) plus support for clinical research via submission.
  - 14.4.7 Senior Veterinary Specialist: 1 week conference leave (plus financial support for attendance if a paper is being presented) plus support for clinical research via submission.