



THE UNIVERSITY OF  
NEW SOUTH WALES

**UNSW (General Staff)  
Enterprise Agreement  
2006**

**DRAFT**

**WITHOUT PREJUDICE**

26 July 2006

**Clause  
Number**

**Clause Title**

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## 2.0 TITLE

This Agreement is made under section 328 of the *Workplace Relations Act 1996* and will be known as the *University of New South Wales (General Staff) Enterprise Agreement 2006* (“Agreement”).

## 3.0 INTERPRETATIONS AND DEFINITIONS

### 3.1 References to Office Holders

In this Agreement a reference to a particular officer or to the holder of a particular office includes a reference to the person for the time being occupying or acting in the office concerned or to a nominee of the office holder.

### 3.2 Definitions

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

“Act” means the *Workplace Relations Act 1996*.

“AIRC” means the Australian Industrial Relations Commission.

“base rate of pay” means the total pre-tax remuneration an employee is entitled to receive for performing his/her ordinary hours of work and does not include overtime, shift allowances, penalty rates, disability allowances, higher duties allowance, other allowances, special rates or any payment of a like nature.

“consult” and “consultation” means the University will provide relevant information (orally or in writing), the affected parties will confer and the views expressed will be taken into account before a final decision is made by the University.

“continuous service” will mean that period of service with the University (or controlled entities of the University [but not UNSW Asia] or institutions absorbed by the University) including breaks in service of up to six weeks.

“Employee” means a general staff member of the University whose employment is subject to this Agreement.

“employee representative” means a person, such as another employee, the GSERC, or a union, chosen by an employee to undertake representations to the University on their behalf, provided that the person is not a practicing solicitor or barrister in private practice.

“immediate family” means:

- (i) a spouse (including a former spouse, a de facto spouse, a former de facto spouse, and same sex partner);
- (ii) a child or an adult child (including an adopted child, a step child or an ex nuptial child), parent, parent-in-law, foster parent, grandparent, grandchild or sibling of the employee.
- (ii) a relative who lives with the employee in the same household.

“ordinary rate of pay” means the applicable salary set out in Schedule 1 or 2 of this Agreement, plus any shift loading, including weekend and public holiday penalty rates earned by an employee employed on regularly rostered shifts forming the ordinary hours of duty and not worked as overtime.

“University” means the University of New South Wales as the Employer.

“Union” means a union which is a party to this Agreement.

#### 4.0 DURATION AND OPERATION OF THE AGREEMENT

The provisions of this Agreement will take effect on and from the date of approval and will remain in force until 31 March 2009.

#### 5.0 APPLICATION

(a) This Agreement applies to and is binding on:

- (i) the University;
- (ii) general staff employed by the University, subject to subclause 5.0(b) below; and
- (iii) each of the following unions, their officers and agents:
  - Community and Public Sector Union (CPSU)
  - National Tertiary Education Industry Union (NTEU)
  - Australian Liquor, Hospitality and Miscellaneous Workers' Union (LHMU)
  - Automative, Food, Metals, Engineering, Printing and Kindred Industries Union (AMWU)
  - Construction, Forestry, Mining and Energy Union of Australia (CFMEU).

(b) This Agreement does not apply to:

- (i) those staff who are party to an Australian Workplace Agreement (AWA) with the University;
- (ii) academic staff employed by the University;
- (iii) Institute of Languages teaching staff employed by the University; and
- (iv) staff employed as fellows at the Kensington Colleges; or
- (v) persons employed by UNSW Asia or other separate legal entities controlled by UNSW.

(c) Clause 28.0 (Management of Unsatisfactory Performance and Misconduct) of this Agreement will not apply to:

- (i) an employee employed at level 10 or above; or
- (ii) an employee serving a period of probation; or
- (iii) a casual employee.

#### 6.0 AWARDS AND EMPLOYMENT RELATED DOCUMENTS

(a) This Agreement replaces and rescinds the *University of New South Wales (General Staff) Enterprise Agreement 2003* and the *University College, The University of New South Wales, Australian Defence Force Academy, Enterprise Agreement 2003*.

- (b) This Agreement wholly displaces and operates to the exclusion of the provisions of all awards, including any protected award conditions as defined by section 354 of the Act, and other agreements that would otherwise apply to employees whose employment is regulated by the provisions of this Agreement.
- (c) The University may offer and enter into Australian Workplace Agreements (AWAs). Those AWAs will operate to the exclusion of this Agreement and prevail over the terms of this Agreement to the extent of any inconsistency.
- (d) At the time of offering an AWA to an employee pursuant to clause 6.0(c) above 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 two weeks to consider any AWA offered.
- (e) Subclauses 6.0(d)(i) and (ii) above do not apply where the position being offered is classified at level 10 or above.
- (f) An employee will not be discriminated against due to their choice of agreement making under subclause 6.0(d)(i) in determining access to reclassification, career progression, or appointment to other positions within the University.

## 7.0 IMPLEMENTATION OF AGREEMENT

- (a) A copy of this Agreement will be kept in an easily accessible place at each campus of the University and be available for inspection upon request by any employee.
- (b) An employee may choose to be represented by an employee representative of their choosing in relation to any matter or process set out in this Agreement.
- (c) A General Staff Employee Representative Committee (GSERC) will be established to:
  - (i) perform functions assigned to it under this Agreement; and
  - (ii) meet with the University no more than three times per year to discuss matters relating to the implementation of the Agreement.
- (d) The GSERC will comprise one employee representative nominated by each of the unions party to this Agreement and the same number of directly elected employees.
- (e) The GSERC will elect a Chairperson and will advise the University of the name of the Chairperson.
- (f) In carrying out duties pursuant to clause 7.0(b) above (including attending meetings and receiving professional development consistent with the requirements of the Act in their role as members of the GSERC or as employee representatives), GSERC

members will be allowed reasonable paid time and will be considered to be on duty.

## 8.0 UNIVERSITY WIDE POLICIES

- (a) The University will develop and/or maintain a range of University wide policies, procedures and guidelines on human resources matters (such as intellectual property and workplace bullying). Where policies, procedures and guidelines which have a significant and substantial impact on employees are developed or reviewed during the life of this Agreement, the University will consult with employees and with the GSERC as part of the University's general consultation processes.
- (b) Disputes arising from the implementation of University-wide policies, other than disputes regarding the interpretation, application or operation of any provision of this Agreement, will not be referred through the disputes settling procedures of this Agreement, but will be dealt with through a fair and transparent internal mechanism such as the *UNSW Staff Grievance Policy and Procedures*.
- (c) Nothing in this Agreement will be taken as incorporating as a term of this Agreement any University policy, procedure or guideline referred to in it.

## 9.0 DISPUTE SETTLING PROCEDURES

- (a) Where a dispute arises regarding the interpretation, application or operation of any provision of this Agreement it will, in the first instance, be discussed by the employee(s) and their supervisor within 5 working days, unless otherwise agreed, in an effort to resolve the matter promptly.
- (b) Where the steps in subclause 9.0(a) are unsuccessful, the employee(s) may refer the matter in writing ("the Dispute Notification") to the relevant Dean or Divisional Head for resolution within 5 working days of the Dispute Notification, unless otherwise agreed. A copy of the Dispute Notification will be sent to the Manager, Industrial Relations.
- (c) Where a dispute is not resolved following the steps in subclauses 9.0(a) and (b) above, it may be referred by either of the parties to the dispute to the AIRC for resolution by mediation and/or conciliation and, if the dispute remains unresolved, by arbitration. If arbitration is necessary the AIRC may exercise the procedural powers in relation to hearings, witnesses, evidence and submissions which are necessary to make the arbitration effective. Subject to the legislative rights of any party to the dispute to appeal a decision of the AIRC, the parties to the dispute will implement any arbitrated decision of the AIRC in resolution of the dispute.
- (d) As an alternative to the AIRC, both the employee(s) and the University may agree to refer the matter to an external mediator or arbitrator in order to resolve the dispute. A mutually agreed

arbitrator may exercise such powers and functions as the parties to the dispute agree are appropriate at the time.

- (e) Until the procedures described in subclauses 9.0(a) and (b) have been exhausted, the University will not change work, duties, staffing or organisation of work if such is the subject of a dispute, nor take any other action likely to exacerbate the dispute. This subclause does not apply where the matter in dispute is related to clauses 24.5, 28.0 or 29.0.

## **10.0 INDIGENOUS EMPLOYMENT AND EQUITY**

- (a) The University is committed to implementing an Equal Employment Opportunity Strategy and an Indigenous Employment Strategy as part of its overall Human Resources Strategy during the life of this Agreement.
- (b) A key objective of the Equal Employment Opportunity Strategy will emphasise programs to support the development of female staff into senior positions within the University and measures to support the needs of staff with disabilities or family responsibilities.
- (c) A key objective of the Indigenous Employment Strategy will be to work towards achieving particular targets in relation to increasing employment and career development opportunities for indigenous Australians.
- (d) The GSERC will nominate:
- (i) one of its members who will meet regularly with the University and the Indigenous Employment Strategy committee to discuss the progress of the Indigenous Employment Strategy and indigenous employment issues generally.
  - (ii) one of its members who will meet regularly with the Deputy Vice-Chancellor to discuss equity issues and programs.

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

### **11.0 SALARIES**

#### **11.1 Adjustment to Base Salary**

- (a) The University will increase the salary rates payable under Schedules 1.1 and 1.2 of the *UNSW (General Staff) Enterprise Agreement 2003* by \$500 with effect from the first full pay period after lodgement of the Agreement.
- (b) The University will cease paying the Broadbanding Maintenance Allowance established pursuant to clause 27.4 of the *UNSW (General Staff) Enterprise Agreement 2003* to any employee entitled to and/or in receipt of the Broadbanding Maintenance Allowance with effect from the first full pay period after the lodgement of this Agreement.

#### **11.2 Salary Increases**

- (a) This Agreement provides for salary increases of:

- (i) 2.5% from the first full pay period after staff endorsement of the Agreement;
  - (ii) 2.5% from the first full pay period after 1 December 2006;
  - (iii) 2.5% from the first full pay period after 1 June 2007;
  - (iv) 2.5% from the first full pay period after 1 December 2007;
  - (v) 2.5% from the first full pay period after 1 June 2008 ;
  - (vi) 2.5% from the first full pay period after 1 December 2008;
- (b) For the purpose of clause 11.2(a)(i), staff endorsement of the Agreement means approval of the Agreement by a valid majority of employees in accordance with section 340(2) of the Act.
- (c) The total minimum salaries for employees of the University, including the salary increases provided for in clauses 11.1 and 11.2(a), will be as set out in Schedule 1 for 35 hour per week full-time employees and Schedule 2 for 38 hour per week full-time employees. Part-time employees will be paid at a pro rata rate based on the appropriate full-time salary. Casual employees will receive an hourly rate of pay in accordance with Schedule 3.

### 11.3 Apprentices

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

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

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

### 11.4 Supported Wage Arrangements

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*.

### 12.0 ALLOWANCES

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

#### 12.1 Higher duties allowance

- (a) An employee who is appointed to perform temporarily all of the duties of a higher classified position and who performs all such duties required to be performed during the appointment will be

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

### 13.0 SUPERANNUATION

- (a) Where a current employee is an existing member of a Commonwealth or State superannuation scheme or the Special Purposes Superannuation Scheme, the University will make employer superannuation contributions in accordance with the relevant scheme.
- (b) In all other cases, the University will make the following employer superannuation contributions:
  - (i) 17% of ordinary time earnings if the employee is a continuing employee or is employed on a fixed-term contract of two years or more; or
  - (ii) 9% of ordinary time earnings if the employee is employed on a fixed-term contract of less than two years or is a casual employee whose wages are \$450 or more per calendar month.
  - (iii) 3% of ordinary time earnings if the employee is a casual employee who earns less than \$450 per calendar month but more than \$2,135 in either of the six month periods between 1 January and 30 June or 1 July and 31 December each year.

- (c) Provided that the University's Trust Deed and Deed of Covenant with UniSuper so allow, an employee who is a member of UniSuper and who is eligible to receive the employer superannuation contribution specified in clause 13.0(b)(i) may elect to make reduced employee superannuation contributions to increase take home salary or to access any other superannuation flexibility so allowed by the relevant Trust Deed and Deed of Covenant.

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

- (a) By written agreement with the University, an employee may receive a non-monetary benefit in lieu of salary provided that the total value of the non-monetary benefit and salary is no less than the salary entitlement the employee would otherwise receive.
- (b) An employee may withdraw from the salary sacrificing arrangement by giving 8 weeks notice.
- (c) If an agreement is made under subclause 14.0(a) any other payment calculated by reference to the employee's salary and payable during employment, or on termination of employment, will be calculated by reference to the substantive salary, ie the amount including the value of the non-monetary benefit.

#### **15.0 EQUALISATION OF SALARY**

- (a) Equalisation of salary is a flexible payment of salary arrangement, available in particular, but not exclusively, to those employees who are continuing employees working on a sessional basis, which allows those employees' total annual hours of employment to be equalised and paid over the entire calendar year.
- (b) An employee and the University may, by agreement, agree to equalise his/her salary so that the annual earnings are paid in equal portions over the whole year, rather than only those weeks where work is performed.
- (c) Where the above arrangement is entered into, the employee will be entitled to all benefits to which he/she would otherwise have been entitled on the same proportion as in subclause 15.0(b) above.

### **PART C - MODES OF EMPLOYMENT AND HOURS OF WORK**

#### **16.0 TYPES OF EMPLOYMENT**

- (a) The University will employ an employee on terms that correspond with one or other of the types of employment prescribed in clauses 16.1 - 16.3.
- (b) To avoid doubt, nothing in this clause prevents an employee engaging in additional work as a casual employee in work unrelated to, or identifiably separate from, the employee's normal duties.
- (c) An employee employed on a continuing or a fixed-term basis may be employed in either a full time or a part-time capacity. Part-time employment means employment for less than 35 or 38 hours per week

(as appropriate to the relevant classification). All entitlements of an employee employed on part-time basis in this Agreement are paid on a pro-rata basis calculated by reference to the time worked as a proportion of the time worked by a full-time employee in the same classification.

### 16.1 Continuing Employment

Continuing employment means employment with no fixed end date. All employment other than fixed-term employment and casual employment will be continuing employment.

### 16.2 Fixed-Term Employment

- (a) Fixed-term employment means employment for a specified term or ascertainable period, or in lieu of a finishing date, will specify the circumstance(s) or contingency relating to a specific task or project, upon the occurrence of which the term of the employment will expire, and for which, during the term of employment, the contract is not terminable, by the University, other than:
- (i) during a probationary period in accordance with clause 29.0 (*Probation*) of this Agreement; or
  - (ii) where the employee's position is made redundant and he/she is paid in accordance with clause 24.0 (*Managing Change in the Workplace and Redundancy*) of this Agreement because the external funding essential to the employment ceases or where the work is no longer required to be undertaken; or
  - (iii) for cause based upon unsatisfactory performance or serious or wilful misconduct in accordance with clause 28.0 (*Management of Unsatisfactory Performance and Misconduct*) of this Agreement.
- (b) In relation to other matters contained in this Agreement, a fixed-term employee will be entitled to the same terms and conditions of employment as would apply to a continuing employee engaged in an equivalent classification and working an equivalent fraction of full-time, except where specifically excluded by this Agreement.

#### 16.2.1 Notice of Cessation or Renovation of Fixed-Term Employment

- (a) A fixed-term employee may be offered a further contract of employment. Unless such an offer is made and accepted, or the employee's employment is terminated earlier in accordance with clause 16.2.(a), the employee's employment will end on the specified end date or occurrence of the contingency specified in the employee's contract of employment. It is recognised that where the University has made a determination to continue a position with the same or substantially similar duties or where there have only been inconsequential changes to the position, the fixed-term employee will normally be offered further employment in the position provided that:
- (i) he/she was initially appointed through an externally advertised competitive selection process; and

- (ii) he/she is demonstrating satisfactory performance in all aspects of the position; and
  - (iii) in the case of substantially similar duties, the University is satisfied that he/she has the capacity to meet any new duties or competencies that may be required.
- (b) The University will provide to a fixed-term employee a written notice (including by email) of 4 weeks of its intention to renew, or not to renew, employment with the University upon the expiry of the contract except where:
- (i) the employee is on a pre-retirement contract; or
  - (ii) the employee is on a fixed-term contract of less than six months.
- (c) Where, because of circumstances relating to the provision of specific funding to support employment, external to the University and beyond its control, the University is not reasonably able to give the notice required by clause 16.2.1(b) above, it will be sufficient compliance with this clause if the University:
- (i) advises those circumstances to the employee in writing at the latest time at which the notice would otherwise be required to be given, and
  - (ii) gives notice to the employee at the earliest practicable date thereafter.

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

- (a) A fixed-term employee may apply to the University to be converted to continuing employment provided that he/she:
- (i) was initially appointed to the University through an externally advertised selection process; and
  - (ii) has held the position that he/she is currently in for a period of at least three years or is in the third year of fixed-term employment in that position in circumstances where the contract will expire on or after the third anniversary of initial appointment to the position; and
  - (iii) is demonstrating satisfactory performance in the position.
- (b) The University may reject an application under clause 16.2.2(a) on reasonable grounds. Such grounds shall include, but not be limited to, that the position is funded from source(s) external to the University.

#### **16.2.3 Severance Pay for Fixed-Term Employees**

- (a) A fixed-term employee whose contract of employment is not renewed at the expiry of the contract will be entitled to a severance payment in accordance with subclause 16.2.3(c) or (d) below, except where:
- (i) the employee was employed on a first fixed-term contract where the position is of a type described in subclauses 16.2.3(c)(i)-(iii), unless a position with the same or

substantially similar duties continues to be required but another person has been appointed, or is to be appointed, to that position; or

- (ii) the employee was replacing another employee on leave or secondment from the workplace; or
  - (iii) the employee was on a pre-retirement contract; or
  - (iv) the position was one specifically designated for UNSW students; or
  - (v) the position was a senior management position, being a position classified at Level 10 or above.
- (b) The University, in a particular case, may make application to the AIRC to have the severance payment entitlement varied if it obtains acceptable alternative employment for the employee.
- (c) Where an employee is entitled to a severance payment in accordance with subclause 16.2.3(a) above, the following payments will apply where the position is:
- (i) funded from an identifiable source(s) external to the University, not being funding that is part of an operating grant from government or funding comprised of payments of fees made by or on behalf of students; or
  - (ii) a research only position; or
  - (iii) for a specific task or project.

| <b>Length of Continuous Service</b>         | <b>Severance pay</b> |
|---|----------------------|
| Up to 1 year                                | 0 weeks pay          |
| 1 year and up to the completion of 2 years  | 4 weeks pay          |
| 2 years and up to the completion of 3 years | 6 weeks pay          |
| 3 years and up to the completion of 4 years | 7 weeks pay          |
| 4 years and over                            | 8 weeks pay          |

- (d) Where an employee is entitled to a severance payment in accordance with paragraph 16.2.3(a) above, the following payments will apply for all other fixed-term positions other than those specified in subclause 16.2.3(c) above:

| <b>Length of Continuous Service</b>          | <b>Severance pay</b> |
|--|----------------------|
| Up to 3 years                                | 0 weeks pay          |
| 3 years and up to the completion of 4 years  | 4 weeks pay          |
| 4 years and up to the completion of 5 years  | 5 weeks pay          |
| 5 years and up to the completion of 6 years  | 6 weeks pay          |
| 6 years and up to the completion of 8 years  | 7 weeks pay          |
| 8 years and up to the completion of 9 years  | 8 weeks pay          |
| 9 years and up to the completion of 10 years | 9 weeks pay          |
| 10 years and over                            | 2 weeks pay for      |

|  |                                |
|--|--------------------------------|
|  | each completed year of service |
|--|--------------------------------|

- (e) Where an employee with between five and ten years of continuous service is entitled to a severance payment in accordance with subclause 16.2.3(d) above, he/she will be entitled to a payment in lieu of long service leave calculated at the pro rata rate in accordance with subclause 37.0(a)(v) of this Agreement.
- (f) Breaks between fixed-term appointments of up to two times per year and of up to six weeks per break will not constitute breaks in continuous service.
- (g) Periods of continuing employment prior to commencing a fixed-term contract, casual employment or approved unpaid leave will not count for service for the purposes of clauses 16.2.3(c) and (d), but will not constitute breaks in service.
- (h) Where the University advises an employee in writing that further employment may be offered within six weeks of the expiry of a period of fixed-term employment, the University may defer payment of severance benefits for a maximum period of four weeks from the expiry of the period of fixed-term employment.

### 16.3 Casual Employment

- (a) Casual employment means a person employed by the hour and paid on an hourly basis that includes a loading related to employment benefits for which a casual employee is not eligible.
- (b) A casual employee will be paid an hourly rate calculated by dividing the weekly rate appropriate to his/her level and step by the number of hours worked by an equivalent full-time employee in the same category of staff as prescribed in Schedule 5 of this Agreement ("base hourly rate"). The base hourly rate for each casual step is set out in Schedule 3 of this Agreement.
- (c) Subject to subclauses 16.3(d) and (e) (relating to overtime and shift work), in addition to the base hourly rate, a casual employee will be entitled to a casual loading which incorporates payments for sick leave, annual leave and other entitlements for which a casual employee is not eligible. The casual loading will be 23%.
- (d) A casual employee who works in excess of 10 hours on any day is entitled to payment calculated at:
  - (i) the base hourly rate; plus
  - (ii) the applicable overtime penalty rate on the base hourly rate; plus
  - (iii) the casual loading applicable to the base hourly rate.
- (e) A casual employee who is engaged to perform shift work is entitled to payment calculated at:
  - (i) the base hourly rate; plus
  - (ii) the applicable shift loading; plus

- (iii) the casual loading applicable to the base hourly rate for each rostered shift.
- (f) The University will make employer superannuation contributions for casual employees in accordance with clause 13.0 of this Agreement to UniSuper.
- (g) A person who is offered casual employment will be advised of the duties required, the number of hours required, the rate of pay for each class of duty required and a statement that any additional duties required during the term will be paid for.
- (h) The employment of a casual employee may be terminated by the giving of one hour's notice by either the employee or the University.
- (i) Except in the case of conversion following an application under clause 16.3.1 below, or otherwise where expressly specified in this Agreement, periods of casual employment with the University do not count as service for the purpose of determining an employee's entitlement to any benefit provided for under this Agreement which requires a minimum period of qualifying service or which is determined on the basis of length of service.

#### **16.3.1 Casual Conversion Process**

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

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

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

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

- (c) Conversion may be applied for in writing by an employee when an employee believes he/she meets the above criteria. The University will take reasonable steps from time to time to inform casual employees that they may have a right to apply for conversion under this clause.
- (d) The University may only refuse an application for conversion on reasonable grounds. Reasonable grounds include, but are not limited to, the following:
- (i) the employee is a student, or has recently been a student, other than where her/his status as a student is irrelevant to his/her engagement and the work required;
  - (ii) the employee is a genuine retiree;
  - (iii) the employee is performing work which will either cease to be required or will be performed by a non-casual employee, within 26 weeks (from the date of application);
  - (iv) the employee has a primary occupation with the University or elsewhere, either as an employee or as a self-employed person;
  - (v) the employee does not meet the essential requirements of the position; or
  - (vi) the work is ad hoc, intermittent, unpredictable or involves hours that are irregular.
- (e) The University must determine an application for conversion either by offering conversion to continuing or fixed-term employment or by rejecting the application. If the University rejects the application, it must provide written reasons for rejecting it.
- (f) Conversion may be to either a continuing appointment or to a fixed-term appointment. The offer of conversion will indicate the hours and pattern of work which, subject to due consideration of the employer's operational requirements and the desirability of offering the employee work which is as regular and continuous as is reasonably practicable, will be consistent with the employee's casual engagement.
- (g) Conversion may be to part-year, annualised hours or seasonal employment where by custom and practice the work has been performed by casual employees on such a basis, or otherwise by agreement by the parties.
- (h) An employee whose application for conversion is rejected will not be entitled to apply again within 12 months except where:
- (i) that rejection is solely based upon the ground set out in 16.3.1(d)(iii) above; and
  - (ii) that ground ceased to apply.

## **17.0 JOB EVALUATION AND BROADBANDED POSITIONS**

### **17.1 Job Evaluation**

- (a) In evaluating the salary classifications for positions covered by Levels 1 to 9 of this Agreement, the University will use:

- (i) the UNSW Classification Descriptors for General and Salaried Staff (UNSW Classification Descriptors) which are included as Schedule 8 of this Agreement which will be applied consistently and transparently, based on the principles of equity; and
  - (ii) information that accurately describes the position such as a current position description.
- (b) A Job Evaluation Panel will be established which will:
- (i) consist of the directly elected representatives of the GSERC and the same number of other staff nominated by the University. The University will ensure that members of the Job Evaluation Panel will be appropriately trained in the UNSW Classification Descriptors and in job evaluation;
  - (ii) where requested, assist the University in the job evaluation procedure;
  - (iii) act as a source of advice for employees in job evaluation; and
  - (iv) meet twice a year to review reports on new positions and reclassification submissions and outcomes, and consider standard documentation used by the University in the job evaluation process and recommend any development of or modification to the job evaluation process to the Director Human Resources.
- (c) The salary classification of all positions will be determined by the Director Human Resources in accordance with subclause 17.1(a).

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

- (a) If an employee is of the view that their level of work has so changed as to merit re-evaluation and a supervisor refuses to apply for such re-evaluation, the employee may have the position re-evaluated by Human Resources.
- (b) Where an existing position is re-evaluated to a higher level, the effective date of the re-evaluation will be the date of submission to the University or an earlier date as agreed between the supervisor and the employee.
- (c) Without limiting the University's ability to change a position under clause 24.3 of this Agreement, an application for re-evaluation under clause 17.2(a) above will only result in a position being reclassified to a higher level or no change to the current level.

## **17.3 Broadbanded Positions**

- (a) This clause will not apply to employees at UNSW@ADFA, however, the broadbanding system in place at UNSW@ADFA on the day before the commencement date of this Agreement will continue to apply to those employees.

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

#### **18.0 ORDINARY HOURS AND SPAN OF HOURS**

- (a) "Ordinary hours of work" refers to either 35 hour per week employees (7 hours per day worked within the appropriate span of hours), or 38 hour per week employees (7.6 hours per day worked within the appropriate span of hours) as shown in columns A and B of Schedule 5 of this Agreement.
- (b) A 38 hour per week employee may change employment to 35 or 36 hours per week provided that:
  - (i) one month written notice is provided to the University;
  - (ii) the employee will receive 35/38ths or 36/38ths of the annual salary and other employment conditions applying to a 38 hour per week employee;
  - (iii) the proposed change does not adversely affect the University's operational requirements;
  - (iv) the employee may only revert back to 38 hours per week with the approval of the University.
- (c) The span of hours of work for employees is as set out in column C of Schedule 5. An employee will receive the base rate of pay for working any hours within the span of hours, plus any applicable shift loading (in accordance with clause 22.0) or overtime penalties (in accordance with clause 23.0).
- (d) An employee will only be required to attend for duty:
  - (i) once in a single day, unless such other arrangement already exists as at the date of this Agreement; and
  - (ii) not more than 5 out of 7 days, unless such other arrangement is agreed between the University and the employee.

- (e) An employee in the following categories may work shifts of up to 12 ordinary hours, provided that an average of 38 hours per week is worked by a full-time employee over the period specified below:
- (i) Security employees (Category L) averaged over 8 weeks;
  - (ii) Theatre Technician employees (Category P) averaged over 2 weeks.
- (f) The University recognises that benefits flow to the University from family friendly and flexible work arrangements, such as part-time employment, and that these arrangements should be made available to all employees subject to the requirements of the work unit.
- (g) The University may approve an arrangement whereby an employee may work flexible start and finish times and/or work more than the number of ordinary hours of work to accumulate flex-time hours which may then be taken as time off work at a later stage mutually agreed between the employee and the supervisor. Accrued flex-time hours will be equal to the period of time actually worked and will not attract shift loading or overtime payments or other penalties.

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

- (a) "Established pattern of hours" is the pattern of hours within the span of hours worked by an employee consistent with the custom and practice of the work unit.
- (b) Notification of changes to the established pattern of hours of an employee within the span of hours as set out in Schedule 5 will be as follows:
- (i) seven (7) days notice (or less if mutually agreed between the employee and his/her supervisor), will be given of a proposed temporary change; or
  - (ii) twenty-one (21) days notice (or less if mutually agreed between the employee and his/her supervisor), will be given of a proposed permanent change.
- (c) Any proposed change that gives rise to a dispute on the application of this provision, including where an employee's personal commitments are concerned, will be dealt with according to the dispute resolution procedures of this Agreement. Until the matter is resolved, no change to the employee's established pattern of hours will take place.
- (d) Proposed changes in the hours of operation of a work unit will be dealt with in accordance with clause 24.0 of this Agreement.

#### **20.0 SHIFT ROSTERS**

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

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

- (b) All rosters will indicate the commencement and cessation times of the ordinary hours of work of the respective shifts for each employee.
- (c) Changes or variations to shift rosters will be notified at least 7 days prior to becoming operative.
- (d) A shift roster may be changed at any time to enable the functions of the University to be carried on, where another employee is absent from duty because of illness or in an emergency. However, if such an alteration involves an employee working on a day that would have been the employee's day off, such time worked on that day will be paid for at overtime rates or time off in lieu will be taken on a mutually agreed day. This subclause does not apply where an employee in categories L and M of Schedule 5 is provided with at least 7 days notice of the change to a shift roster.
- (e) Places in shift rosters may be interchanged by agreement between the employees and the University, provided that the University will not incur additional shift or overtime penalties as a consequence of the interchange.

#### **21.0 MEAL BREAKS**

- (a) An employee will not be required to work more than 5 hours without a meal break of not less than thirty minutes and, except where a flex-time system allows, for not more than one hour.
- (b) However, except as provided in subclause 21.0(c), when an employee is called upon to work any portion of their meal hours, such time will count as part of their ordinary working hours.
- (c) Trades staff described in Schedule 5 as Category K who are directed to work during meal breaks will be paid at the rate of double time for that period and continue to be paid at that rate until a meal break is allowed.
- (d) An employee will not be required to work overtime beyond 6.00pm without a meal break of at least thirty minutes that will not count as time worked.
- (e) This clause will not apply to employees, such as field work employees or security employees, where, by agreement between the University and the affected employees or their representative, no meal break is taken but a paid crib break of 30 minutes is allowed.
- (f) Trades staff described in Schedule 5 as Category K will have a paid rest period of 10 minutes between 9.00am and 11.00am or at an earlier time mutually agreed by the employee and the University.

#### **22.0 SHIFT PENALTIES**

- (a) Shift penalties payable under this Agreement are set out in Schedule 7.

- (b) During the life of this Agreement, nothing will prevent the University and an employee agreeing to the payment of annualised shift loadings in lieu of the loadings described in this clause provided that the annualised loading is no less than the value of the shift loadings over the course of the year.
- (c) The shift loadings payable under (a), (b) and (c) of Schedule 7 will be paid in addition to the base rate of pay for that part of the shift which is within the defined span, and will not be paid for the part of the shift (if any) which falls outside the defined span.
- (d) The shift loadings prescribed in (c) in Schedule 7 will be cumulative upon any other shift loading also payable under (c) in Schedule 7.
- (e) The shift loadings payable under (d) in Schedule 7 will be paid in addition to the base rate of pay to all employees except those employees whose shift loadings are provided for in (a), (b) or (c) in Schedule 7.

## 23.0 OVERTIME

### 23.1 Reasonable overtime may be required

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

### 23.2 Overtime rates

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

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

### 23.3 Part-time employees

If a part-time employee works more hours a week than his/her regular hours of work a week, but not in excess of the ordinary hours of duty for a full-time employee in the same classification, that employee will be paid at the base rate of pay for each additional hour worked.

### 23.4 Break after overtime

- (a) If overtime is necessary, an employee must have at least 10 consecutive hours off between work on successive days, if reasonably practicable.
- (b) If an employee works overtime and does not have 10 consecutive hours off between the end of ordinary duty and the start of ordinary duty on the next day, the employee:
- (i) must be paid at the overtime rate until he/she is released from duty; and
  - (ii) where he/she is released from duty during ordinary working hours, he/she must be paid for ordinary working time for the rest of the day.
- (c) If a shift worker works overtime for the purpose of changing shift rosters or does not report for duty and a day worker replaces him/her, then subclauses 23.4(a) and (b) apply as if 8 hours were substituted for 10 hours.

### 23.5 Minimum overtime payment

| Type of overtime  | Min Payment |
|---|-------------|
| When overtime is worked immediately before or after an ordinary hours shift (including a reasonable meal break)   | Nil         |
| Where an employee is instructed to report for overtime on a day when he/she would not have to work, and on reporting for duty finds that there is no work   | 3 hours     |
| Overtime on a Sunday or public holiday where the overtime is to perform essential work related to feeding animals, watering or similar activity   | 3 hours     |
| All other overtime worked on a Sunday or a public holiday   | 4 hours     |
| Where an employee is called back to work after leaving the University, provided that: <ul style="list-style-type: none"> <li>• each call stands alone;</li> <li>• this does not apply if it is customary for an employee to return to the University to perform pre-arranged overtime or where overtime is continuous (provided there is a reasonable meal break) with the start or end of normal working time</li> </ul> | 4 hours     |

### 23.6 No overtime payment for flexible hours

An employee who has the permission of the University to work flex-time and who works in excess or outside of the prescribed ordinary hours of work in a day or a week under that arrangement will not be paid overtime for those hours worked.

### 23.7 Overtime barrier

An employee at Level 8 or above will not be entitled to the payment of overtime (or arrangements in lieu under clause 23.8) provided that the University may approve as it determines appropriate either the payment

of overtime or an arrangement for time off either in accordance with this agreement or on another basis.

### **23.8 Time off in lieu of overtime payment**

- (a) If an employee works overtime and agrees to time off in lieu of overtime, the University may, instead of paying overtime, give the employee time off for a period equal to the overtime hours that would have been payable. For example 4 hours overtime worked at double time is equal to 8 hours time off in lieu of overtime payment.
- (b) The maximum number of hours of time in lieu instead of overtime payments that may be accumulated will not be more than the number of ordinary hours in the employee's working week.
- (c) Time in lieu will be taken at a mutually agreed time, except that the time in lieu will be taken within 3 months of the time that the overtime was worked. Where time in lieu has not been taken within the 3 month period, the employee will be paid for the overtime at the applicable rate.

## **PART D – WORKPLACE MANAGEMENT**

### **24.0 MANAGING CHANGE IN THE WORKPLACE AND REDUNDANCY**

This clause will not apply to a casual employee although a casual will not be excluded from relevant information and from attending a meeting held pursuant to this clause due to their employment status.

#### **24.1 General principle**

- (a) The sound management of workplace change requires the involvement of the people who will be affected by that change.
- (b) An employee representative of the employee's choosing will have the same rights to consultation and access to documentation as conferred on an employee under this clause.

#### **24.2 Minor workplace change**

The University will consult with employees who may be significantly affected by minor workplace change issues prior to the formal implementation of any change. The University will allow a reasonable time frame for consultation to take place.

#### **24.3 Major Workplace Change**

- (a) Where major workplace change is proposed the University will:
  - (i) meet and consult with directly affected employees; and
  - (ii) provide a detailed workplace change proposal (in writing) to directly affected staff as part of the consultation process.
- (b) Major workplace change occurs in situations that have a major and substantial impact on the employee, such as, but not limited to:

- (i) possible forced job losses;
  - (ii) outsourcing (including to UNSW controlled entities);
  - (iii) significant restructuring across an entire faculty, division, school or equivalent sized organisational unit;
  - (iv) relocation to another campus that involves unreasonable additional travel.
- (c) The detailed workplace change proposal will include an outline of the proposed changes, the reasons for the change proposal, the impact on staff, and the likely timeframe for consultation and implementation.
- (d) Directly affected employees (and any chosen employee representative(s)) will have an opportunity to respond to the proposed change and the University will consider any alternative(s) put forward. Directly affected employees will be advised formally of any changes to the original proposal prior to implementation.
- (e) During the consultation process outlined in this clause and prior to making any forced retrenchments the University will consider any other proposal to minimise or eliminate the need for forced retrenchment, including allowing employees an opportunity to express interest in redeployment, voluntary separation, or pre-retirement contracts in appropriate circumstances.
- (f) In filling positions in any new structure the University will ensure that :
- (i) employees employed on a continuing or fixed-term contract basis, whose positions remain in the new structure and are not significantly changed, will continue to hold their positions in accordance with their contract of employment; and
  - (ii) employees whose positions have been made redundant will be given first opportunity to apply for any new positions that have been created or made vacant in the restructure.

#### **24.4 Implementation of Redundancies**

Where a decision is made to declare a position redundant following the process above, the redundancy and redeployment provisions of clause 24.5 will apply.

#### **24.5 Redeployment and Retrenchment**

- (a) Where the University declares a position redundant following the process set out above, the employee holding that position will be advised in writing by the Director Human Resources that he/she must elect to seek redeployment within a period of 2 weeks or be retrenched. Where the employee elects to seek redeployment he/she will undertake a redeployment process for a period of 10 weeks from the date of election. Where the University and the employee cannot identify an agreed suitable alternative position within the 10 week redeployment period, the employee will be retrenched.

- (b) At any time during the 10 week redeployment period, the employee may elect to terminate the redeployment process and be retrenched.
- (c) Redeployment placement will be on the basis of a trial period. If the redeployment trial is unsuccessful, the employee will be retrenched in accordance with subclause 24.5(f).
- (d) Where an employee does not elect redeployment in accordance with clause 24.5(a) above, he or she will be given written notice of not less than 10 weeks of the date of retrenchment, or at the election of the employee, 10 weeks payment in lieu of notice, provided that the University may place the employee on paid leave (not being annual leave or long service leave) during the notice period.
- (e) An employee who elects to work part or all of the 10 week notice period (including through a redeployment process) will only receive on retrenchment payment for the balance of the 10 weeks not worked.
- (f) An employee who is retrenched will be entitled to:
  - (i) a severance payment based on 3 weeks salary for every completed year of service to a maximum of 52 weeks;
  - (ii) payment for accrued annual leave in accordance with clause 32.0;
  - (iii) payment on a pro-rata basis for leave loading; and
  - (iv) payment for any long service leave in accordance with clause 37.0.
- (g) Where the University declares a position redundant but obtains acceptable alternative employment for the employee, it may apply to the AIRC to have the severance payment or retrenchment benefit varied or waived.

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

An employee who agrees to be redeployed to a position at a level lower than his/her previous salary level will receive salary maintenance at his/her previous rate of pay for 12 months.

#### **25.0 PROFESSIONAL DEVELOPMENT**

An employee will meet annually with his/her supervisor in order to review his/her work in the past year, to discuss work in future years and to discuss the employee's own personal career development. The major areas for discussion will include:

- (a) how the employee's position links to the wider plans of the work unit and of the University;
- (b) allocated duties within the School and the employee's development needs associated with meeting work unit and University goals;
- (c) where relevant, facilitating development needs for broadbanding progression;
- (d) support needed by the employee from the work unit and from the University in order to achieve personal career goals.

**26.0 INCREMENTAL PROGRESSION AND PERFORMANCE BONUS**

- (a) Incremental progression through the steps detailed in Schedules 1, 2 and 6 of this Agreement will occur annually. Progression will continue to the top step of the relevant salary range for the position, except where a determination is made under clause 26.0(d).
- (b) Where an employee's performance is recognised as being of an exceptionally high standard, the Deputy Vice-Chancellor may approve accelerated progression of two steps.
- (c) Where the employee's performance is not satisfactory and a supervisor proposes to withhold an increment from an employee entitled to incremental progression, the supervisor will:
  - (i) advise the employee of the reasons for the proposed withholding of the increment; and
  - (ii) give the employee an opportunity to respond to the reasons provided; and
  - (iii) allow sufficient opportunity (usually at least 3 months) for the employee to improve performance to the standard required to progress to the next incremental step.
- (d) Where the steps referred to in clause 26.0(c) have been carried out and the supervisor remains of the view that the increment should be withheld, the supervisor will make a recommendation to the Deputy Vice-Chancellor who will make a final determination.

**27.0 WORKLOADS**

An employee (or group of employees) who has concerns about the level of their workload may raise the issue with their supervisor in the first instance. Where this does not resolve the concern, it may be referred to the most senior manager in the Department, School, Faculty or Division. Where the concern(s) about the level of workload remains after having been dealt with by the senior manager, it may be referred to the Deputy Vice-Chancellor for final resolution.

**28.0 MANAGEMENT OF UNSATISFACTORY PERFORMANCE AND MISCONDUCT**

Any decision to terminate an employee's employment with the University for unsatisfactory performance or misconduct will only occur in accordance with this clause.

**28.1 Management of Unsatisfactory Performance**

- (a) Where performance concerns have been discussed at an early stage with an employee, but such discussions have not led to sufficient improvement in the employee's performance and the University wishes to formalise the concerns it will:
  - (i) advise the employee in writing of the deficiencies in performance and identify the performance standard required.
  - (ii) provide the employee with an opportunity to respond to the concerns and to raise any mitigating circumstances.

- (iii) if still concerned having considered any response by the employee, provide the employee with:
- A. an outline of the performance deficiencies and the performance standard required;
  - B. a reasonable opportunity and timeframe to improve performance to the standard required; and
  - C. guidance, assistance or counselling necessary to improve performance.
- (b) Where the supervisor believes that the employee's performance remains unsatisfactory following the steps set out in subclauses 28.1(a) above, the supervisor will advise the employee in writing of the deficiencies in performance, and of any further proposed action. The employee will have an opportunity to make a response to the supervisor's assessment.

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

- (a) Where a matter of possible misconduct arises it will normally be discussed by the supervisor (or where relevant the supervisor's supervisor) with the employee to determine whether it can be resolved through guidance, counselling or other appropriate action in the first instance.
- (b) Where the discussion in subclause 28.2(a) has not resolved a matter or is inappropriate due to the serious nature of the allegation(s), a supervisor (or where relevant the supervisor's supervisor) will detail the allegation(s) of misconduct or serious misconduct in writing and give the employee an opportunity to respond to the allegation(s) and to raise any mitigating circumstances.
- (c) Where an allegation(s) of misconduct or serious misconduct have been made against an employee, the University may direct the employee to be absent from the workplace on full pay pending the resolution of the matter.
- (d) The Faculty Dean or Divisional Head of the work unit in which the employee is employed will consider the employee's response to the allegation(s) and any other relevant material, and advise the employee of any proposed action.

## **28.3 Recommendation to Terminate Employment**

- (a) A Faculty Dean or Divisional Head who proposes to terminate the employment of an employee following the procedures outlined in subclauses 28.1 or 28.2 will prepare a recommendation for consideration by the Deputy Vice-Chancellor.
- (b) The recommendation will clearly set out the reasons for the recommendation, the steps taken by the University in accordance with subclauses 28.1 or 28.2 (whichever is applicable) and any response made by the employee, including mitigating circumstances and any other relevant material.
- (c) A copy of the recommendation will be provided to the employee. An employee will have a period of five working days after being

provided with a copy of the recommendation to provide to the Deputy Vice-Chancellor a submission in response to the recommendation.

- (d) The Deputy Vice-Chancellor will make a final determination as to whether the employment should be terminated having taken into account both the Faculty Dean/Divisional Head's recommendation and any response by the employee.

## **29.0 PROBATION**

- (a) An employee may be required to serve a period of probation at the commencement of employment. The period of probation will be reasonable having regard to the nature and circumstances of the employment.
- (b) Any second or subsequent fixed term contract will not contain a period of probation where the employment is a continuation of the initial fixed-term employment.
- (c) An employee will be advised of, and given an opportunity to make response to, any adverse material about his/her performance or conduct which the University intends to take into account in a decision to terminate the employment upon or before the expiry of the period of probation.

## **30.0 STAFF PERSONNEL FILES**

An employee will be able to view their Personnel File and should be advised of any adverse reports or documents relating to performance placed on that file.

## **Part E LEAVE**

### **31.0 GENERAL LEAVE CONDITIONS**

- (a) In the event of the death of an employee, the monetary value of all annual and long service leave for which the employee was eligible at the time of death will be paid to his/her legal personal representative, unless paid by the University to the employee's widow or widower or to the guardian of the infant children of the employee.
- (b) The University may direct an employee to take accrued annual leave or long service leave provided that it provides the employee with reasonable notice of the timing of the leave and takes into consideration any wishes of the employee in relation to the timing of the leave. The University may only direct an employee to take long service leave if:
- (i) he/she has a minimum long service leave entitlement of 100 working days; and
  - (ii) he/she is not within two years of their stated retirement date; and
  - (iii) a minimum period of one month of long service leave is taken; and

- (iv) his/her wishes about the duration of the leave are taken into consideration by the University; and
  - (v) he/she has not taken long service leave at the direction of the University in the previous two years.
- (c) Where an employee takes long service leave or paid maternity leave at half pay, the employee's entitlement to annual leave will accrue at half the rate described in clause 32.1 below.
- (d) Absence on any form of approved leave does not break continuity of service with the University.
- (e) Absence on any form of paid leave will count as service for all purposes.
- (f) Absence on unpaid parental leave will count as service for long service leave purposes where the employee has completed 10 years service with the University and the period of the unpaid parental leave taken is less than 6 months. All other forms of unpaid leave will not count as service.
- (g) Except where an express provision applies, the provisions of clauses 32.0 – 43.0 will not apply to a casual employee.

## **32.0 ANNUAL LEAVE**

### **32.1 Entitlement**

- (a) An employee (other than a 7 day continuous shift worker) will be entitled, after the completion of each 12 months of service, to take 4 weeks annual leave at his/her base rate of pay in addition to any public holiday occurring while he/she is on annual leave.
- (b) A 7 day continuous shift worker will be entitled, after the completion of each 12 months of service, to take 5 weeks annual leave at his/her base rate of pay, in addition to any public holidays occurring while he/she is on annual leave.
- (c) Annual leave will accrue from month to month, provided that where the services of an employee terminate for any reason, credit will be given for periods of less than one month in computing any leave that may be due.

### **32.2 Illness during annual leave**

If an employee, who is eligible for sick leave, produces a satisfactory medical certificate to the effect that he/she has been incapacitated for a period of one week or more while on annual leave, the University will re-credit the employee with an equivalent period of annual leave. No such re-credit will be granted to an employee on annual leave immediately prior to retirement, resignation or termination of employment.

### **32.3 Annual leave loading**

- (a) Employees other than 7 day continuous shift workers and casual employees will be granted an annual leave loading equivalent to

- 17.5% of 4 weeks at the base rate of pay. The loading payable will not in any case exceed the loading on the maximum salary equivalent to that applicable to an employee working 35 hours per week whose position is classified at Level 9.
- (b) A shift worker proceeding on annual leave will be paid the greater of:
- (i) in respect of leave taken in any period of 12 months, shift penalties (or other allowance paid on a regular basis in lieu thereof) he/she would have received had he/she not been on annual leave; or
  - (ii) the 17.5% annual leave loading as prescribed in subclause 32.3(a). In the case of 7 day continuous shift workers, the 17½% annual leave loading is to be calculated on the basis of 17.5% of 5 weeks base rate of pay.
- (c) Payment of shift penalties will not be made for public holidays that occur during annual leave, or to leave that has been added to a period of annual leave in compensation for public holidays worked, or public holidays that fall on a 7 day shift worker's rostered day off.
- (d) **Payment of leave loading on termination**
- (i) Upon retirement or termination by the University for any reason other than misconduct, an employee who has not been paid an annual leave loading to which he/she is entitled will be paid the loading that would have been payable had the retirement or termination not occurred.
  - (ii) On resignation or dismissal for misconduct, annual leave loading is not payable when an employee is granted annual leave to his/her credit, or the monetary value thereof.
- (e) Broken service during a year does not attract the annual leave loading. For example, if an employee resigns and is subsequently re-employed during the same year, only the service from the date of re-employment attracts the annual leave loading, subject to the above conditions.
- (f) The annual leave loading is to be calculated on the base rate of pay in force on the date the employee is proceeding on annual leave, or at the base rate of pay in force on the date the annual leave loading is paid.
- (g) Part-time employees who satisfy the above conditions are eligible for the annual leave loading.

### **33.0 SICK LEAVE**

- (a) An employee who satisfies the University that he/she is unable to perform his/her duties by reason of personal illness or personal incapacity (not being illness or incapacity caused by injury arising out of or in the course of his/her employment) will, subject to the conditions specified in this clause, be entitled,

during such illness or incapacity, to sick leave with pay in accordance with clause 33.0(b).

(b) Employees at UNSW@ADFA:

A period calculated by adding 3 weeks sick leave on the employee's leave accrual date in each year following the commencement of this agreement to the employee's personal leave entitlement on the day before the commencement of this Agreement and subtracting therefrom sick leave taken since the commencement of this Agreement.

All other employees:

The greater of the periods specified hereunder:

- (i) Two weeks during the first year of service; three weeks in the second year of service; six weeks in any subsequent year of service.
  - (ii) A period calculated by allowing two weeks for each completed year of service and by deducting therefrom the number of days of sick leave previously allowed during the whole of the employee's service.
- (c) If any sick leave absence exceeds three consecutive working days, the employee will provide a certificate by a medical practitioner as to the nature of the illness or incapacity involved.
- (d) The University may require an employee to produce a certificate from a medical practitioner for any sick leave absence (subsequent to such requirement being made) stating that the employee is unable to attend for duty on a day or days in respect of which he/she claims sick leave.
- (e) An employee absent from duty due to personal illness or personal incapacity will:
- (i) inform his/her supervisor or nominee as soon as practicable of his/her inability to attend for duty; and
  - (ii) state the estimated duration of the absence.

## **34.0 CARER'S LEAVE**

### **34.1 Interpretation**

"Carer's leave" refers to the use of part of an employee's entitlement to sick leave for the purposes of caring for an immediate family member.

### **34.2 Entitlement to Carer's leave**

- (a) Carer's leave is available as follows:

- (i) In the first two years of employment, the employee can take up to 10 days of available sick leave as carer's leave in any one year for each of the first two years.
  - (ii) In the third and subsequent years of employment, the employee can take up to 12 days of available sick leave as carer's leave per year.
- (b) If the current year's entitlement to sick leave is exhausted, accumulated sick leave may be accessed for carer's leave.
- (c) If all accessible leave for the purpose of carer's leave is exhausted, an employee may, with the approval of the Director Human Resources, take leave without pay to cover the absence.

### **34.3 Conditions of Carer's Leave**

To be entitled to carer's leave, the following conditions must be met:

- (a) Normally the employee must be responsible for the care and support of the person concerned.
- (b) The employee will not be entitled to take carer's leave where another person has carer's leave to care for the same person.
- (c) All absences for carer's leave, apart from 3 single day absences per year, must be supported by a medical certificate stating the illness of the person concerned and that the illness is such as to require care by another.

### **35.0 BEREAVEMENT LEAVE**

- (a) Bereavement leave of three days is allowed in relation to the death of an immediate family member.
- (b) In addition to the entitlement in clause 35.0(a) above, more than three days paid leave or an additional period of leave without pay may be allowed by the University, for example for compassionate reasons or for the employee to meet ceremonial and religious requirements regarding bereavement. Each application will be dealt with by the Director Human Resources taking into account the recommendation of the relevant supervisor.
- (c) If an employee is on a period of approved leave at the time of death of an immediate family member, he/she may apply for up to 3 days bereavement leave, and be recredited the other period of leave provided that such re-crediting will not occur more than once in any one year.

### **36.0 SPECIAL LEAVE**

- (a) Special leave with pay of up to 3 days per year may be given to an employee on account of special circumstances or emergencies. Applications for special leave will be considered on their merits.
- (b) Special circumstances or emergencies:

- (i) may include situations such as where the employee's home has been damaged by fire, flood or other mishap, burglary, or where the employee is to take part in state emergency services activities.
  - (ii) do not include situations such as moving house, care of an immediate family member, attendance at union state or national conferences or similar events or other private business that the employee was aware of in advance sufficient to use other forms of leave.
- (c) There is no entitlement to special leave if the leave sought coincides with any other period of leave.

### 37.0 LONG SERVICE LEAVE

- (a) An employee will be eligible for long service leave as follows:
- (i) After ten years service (whether continuous or broken) to three months leave on full pay or six months leave on half pay.
  - (ii) After fifteen years service (whether continuous or broken) to four months and fifteen days leave on full pay or nine months leave on half pay.
  - (iii) For service between ten years and fifteen years (whether continuous or broken) leave will accrue proportionately on the basis of subclause 37.0(a)(i) above.
  - (iv) For service in excess of fifteen years (whether continuous or broken), leave additional to that prescribed in subclause 37.0(a)(ii), pro-rata at a rate of two months and fifteen days on full pay or five months on half pay, for each completed five years of service.
  - (v) Where an employee has completed at least five years continuous service, but less than ten years continuous service, and his/her services are terminated by the University for any reason other than for serious and wilful misconduct, or by the employee on account of illness, incapacity, or domestic or other pressing necessity, or by reason of the death of the employee, such employee will be entitled to a proportionate amount of long service leave on the basis of three months for fifteen years service. For the purposes of the application of this provision, it will be interpreted in the same manner as the similar provision in the *New South Wales Long Service Leave Act, 1955*, as amended.
- (b) A casual employee will be eligible for long service leave as provided for in the *New South Wales Long Service Leave Act, 1955*, as amended.
- (c) If an employee has an entitlement to long service leave under subclause 37.0(a)(i)-(iv) above, but prior to entering upon such leave has his/her employment terminated by dismissal or by notice

duly given by either party, he/she will be entitled to receive the monetary value of the leave at credit computed at the rate of salary which such employee was receiving immediately prior to the termination of employment.

- (d) For persons entering employment with the University on or after 1 January 1974, eligibility for long service leave will be determined taking into account prior continuous full-time and part-time paid service with the University and other Australian universities in accordance with the provisions in place the day before the commencement of this Agreement. A copy of these provisions will be in an easily accessible location on the University's web site.
- (e) In addition to the conditions specified in subclauses 31.0(e) – (f) above:
- (i) Where an employee is granted leave for service in the Australian Defence Forces, such service will be counted as ordinary service in computing long service leave;
  - (ii) Any period of leave without pay not exceeding six months will count for long service leave purposes where an employee has completed ten or more years service but where such period of leave without pay exceeds six months, the whole period of leave without pay will not count as service;
  - (iii) The University may from time to time agree that certain periods of leave without pay taken after 1 July 1971 may count as service.

**(f) Cashing out Long Service Leave**

An employee who has a long service leave accrual in excess of 3 months may apply to convert part of that amount to a monetary equivalent of long service leave.

**38.0 PARENTAL LEAVE**

**38.1 Maternity Leave**

- (a) An employee who becomes pregnant is entitled to a period of up to 52 weeks maternity leave. Such leave will be taken within the period from 20 weeks before the expected date of delivery to 52 weeks after the commencement of the period of paid leave.
- (b) By agreement with the University, the maternity leave may be taken in more than one consolidated period.

**38.2 Adoption Leave**

- (a) An employee who adopts a child is entitled to a period of up to 52 weeks of adoption leave, commencing from the date of placement of the child.
- (b) Adoption leave may not be accessed for a child who has been living with the partner (including same-sex partner) of an employee prior to the employee adopting the child.

**38.3 Conditions for Maternity and Adoption Leave**

- (a) Where an employee takes maternity leave in accordance with subclause 38.1 above, 26 weeks of the leave will be on full pay, in addition to any public holiday occurring while he/she is on parental leave. The remaining period of the leave will be unpaid.
- (b) Where an employee takes adoption leave for a child under the age of five years in accordance with subclause 38.2 above, 26 weeks of the leave will be on full pay, in addition to any public holiday occurring while he/she is on parental leave. The remaining period of the leave will be unpaid. Where the child is five years or older the entitlements set out in clause 38.5 will apply to the employee.
- (c) For part-time employees, the paid portion of the leave will be paid at the proportionate part-time rate of pay. Where a full-time employee has converted to part-time employment prior to going on maternity leave for reasons related to the pregnancy, she will be paid at the full-time rate of pay.
- (d) An employee may elect to take the 26 weeks paid maternity or adoption leave entitlement over a period of 52 weeks at half pay. All leave accruals during the period of paid maternity or adoption leave at half pay will be calculated on a pro rata basis.
- (e) In addition to the period of 52 weeks leave referred to in subclause 38.1 and 38.2, an employee may apply to the University for additional unpaid leave.

**38.4 Partner Leave**

An employee will be entitled to partner leave as follows:

- (a) An employee will be entitled to two weeks paid partner leave, to be taken during the period three weeks prior to and three months after the expected birth or placement of the child. For part-time employees, the paid portion of the leave will be paid at the appropriate part-time rate of pay.
- (b) In addition to the two weeks paid leave set out in subclause 38.4(a) above, an employee whose partner (including same-sex partner) has given birth to a child will be entitled to a further unbroken period of 50 weeks unpaid partner leave.
- (c) In addition to the periods of partner leave referred to in subclauses 38.4(a) and (b), an employee may apply to their supervisor for additional unpaid partner leave.

**38.5 Foster Parent Leave**

- (a) From the time that the child enters their care an employee acting as the primary carer of a foster child on a long term placement will be entitled to 52 weeks unpaid leave minus any period of paid leave pursuant to subclauses 38.5(b)(i) and (ii) below.

- (b) An employee not employed on a casual basis will be entitled to paid foster parent leave of:
- (i) three weeks on full pay or six weeks leave on half pay if the child is younger than five; or
  - (ii) two weeks on full pay or four weeks leave on half pay if the child is five and over.

### **38.6 General Conditions of Parental Leave**

- (a) Unless it is impracticable, an employee will provide their supervisor with at least 10 weeks' notice of the intention to take parental leave and at least 4 weeks' notice of the date on which the parental leave will commence.
- (b) An employee who has taken maternity leave will not be eligible for partner leave in respect of the same child.
- (c) All forms of paid parental leave may be taken by either parent, except that where both parents are employed by the University, one employee's paid adoption leave entitlement will be reduced by any period of paid adoption leave taken by the employee's partner (including same-sex partner).
- (d) Appropriate certification relating to the birth or adoption of the child and, where appropriate, the employee's legal responsibility must be produced if required by the University.
- (e) If requested by an employee, any paid portion of parental leave may be paid as a lump sum.
- (f) The University will consider any request by an employee pursuant to subclause 38.3(e) above and subclause 38.12(a) below having regard to the University's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the work unit or the University's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

### **38.7 Fixed-term Appointments**

- (a) An employee employed on a fixed-term contract of employment will cease to have an entitlement to parental leave upon the expiration of the contract, except as provided for in subclauses 38.7(b) and (c) below.
- (b) An employee employed on a fixed term contract of employment whose contract expires when she is at least 20 weeks pregnant, and whose employment is not continued beyond the expiry date of the contract, will be entitled to payment of the full paid maternity leave in accordance with subclause 38.3 above unless:
  - (i) she was offered and refused another contract of employment broadly comparable to her existing position; or
  - (ii) a significant majority of the duties and responsibilities of the existing position are no longer being performed.

- (c) An employee employed on a fixed term contract who is on maternity leave at the expiry of the contract and who is subsequently employed on a further employment contract for the same position after a gap in time, not being longer than the period of parental leave would have been, will be entitled to the full paid maternity leave entitlement subject to fulfilling the eligibility requirements set out in this clause.

### **38.8 Casual Employees**

- (a) A casual employee who is pregnant will be entitled to 14 weeks maternity leave on full pay and 38 weeks unpaid maternity leave provided that:
- (i) she has been employed by the University on a regular and systematic basis for a continuous period of at least 24 months, including breaks in service not exceeding 4 months, immediately prior to the pregnancy; and
- (ii) she has not accessed paid maternity leave from any other employer for the pregnancy.

All other casual employees employed on a regular and systematic basis for several periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least 12 months, and has a reasonable expectation of ongoing employment, will be entitled to take up to 52 weeks unpaid leave.

- (a) Notwithstanding subclause 38.8(a) above, a casual employee will not have an entitlement to re-employment at the end of a period of approved maternity leave.
- (b) A casual employee who takes maternity leave will remain an employee of the University for the period of maternity leave.
- (c) Where a casual employee declares a desire to return to work following a period of maternity leave but work no longer exists, the employee will cease employment as at the last day of maternity leave. However, the work unit in which the casual employee was employed will give reasonable consideration to the employee for suitable casual work.
- (d) A casual employee who receives paid maternity leave will be paid at a fortnightly rate of pay equal to the average fortnightly rate of pay the employee was paid over the 12 months immediately preceding the date on which maternity leave is commenced. The full amount of the maternity leave will be paid to the casual employee at the commencement of the maternity leave.

### **38.9 Continuity of Service and Other Conditions of Employment**

- (a) Incremental progression will continue during periods of paid parental leave and where the employee has either been at work or on paid leave for at least six months of the previous 12 month period.

- (b) An employee may elect to cover any of the period of unpaid parental leave by taking accrued annual leave and/or long service leave.

### **38.10 Unplanned Cessation of Parental Leave**

- (a) If parental leave has commenced, or has been approved but not commenced, and:

(i) in the case of maternity leave, the pregnancy of the employee terminates other than by the birth of a living child, or the employee's child dies during the period that the staff member is on leave; or

(ii) in the case of adoption leave, the child dies during the period that the employee is on leave;

the employee will be entitled to sick leave and bereavement leave in addition to any entitlement to such leave set out elsewhere in this Agreement to a maximum of 14 weeks from the date or expected date of birth or placement of the child.

- (b) A medical certificate will be required to support any period of leave pursuant to subclause 38.10(a) above.

### **38.11 Resumption of duty**

- (a) On finishing parental leave, an employee is entitled to resume work in the position he/she held immediately before commencing parental leave except that:

(i) if the employee was transferred to a safe job because of her pregnancy, the relevant position is the position held immediately before the transfer;

(ii) if the employee began working part-time because of the pregnancy, the relevant position is the position held immediately before the employee began working part-time;

(iii) if immediately before starting parental leave the employee was acting in or temporarily performing the duties of a position for a period equal to or less than the parental leave, then the relevant position is the position held by the employee immediately before taking the acting or temporary position.

- (b) An employee on parental leave will be consulted in accordance with clause 24.0 of this Agreement concerning any significant workplace change affecting the position she/he held before commencing parental leave.

- (c) If that position no longer exists, the University will employ the employee in a position commensurate with the classification and duties of the position the employee was performing immediately prior to taking parental leave.

- (d) If no such position is identified, the employee may be retrenched with the appropriate retrenchment benefit in accordance with clause 24.0 of this Agreement.
- (e) An employee may negotiate with the University to return to work from a period of parental leave earlier than the date originally approved.

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

- (a) A full-time employee on a period of parental leave may return to work on a part-time basis for a defined period following the completion of the parental leave. An employee may request to extend the defined period until the child reaches school age.
- (b) An application to return to work on a part-time basis must be made at least eight weeks prior to the completion of the parental leave.
- (c) If it is not practicable for an employee to resume work on a part-time basis in the position which s/he held prior to taking parental leave, the employee will be so advised. If in such circumstances the University identifies a suitable vacant position to which the employee may be placed on a part-time basis, and the employee agrees, the employee will be placed in the alternate position and be paid the appropriate proportion of the salary applicable to her/his former substantive position for the period of part-time employment.
- (d) At the conclusion of the period of part-time employment, the employee will return to her/his substantive position on a full-time basis. If the former position occupied by the employee prior to taking parental leave no longer exists, the provisions of subclause 38.11(c) and (d) above will apply.

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

An employee of the University will be granted annual leave or long service leave (where the employee has an entitlement to annual leave or long service leave) or leave without pay or leave from accrued flexible working hours for the purpose of observing holy days or attend essential religious or cultural duties associated with a particular religious faith or culture.

### **40.0 JURY LEAVE AND WITNESS LEAVE**

#### **40.1 Jury leave**

- (a) An employee required to serve as a juror will :
  - (i) notify his/her supervisor of the dates of any absence from work expected as a result of that service.
  - (ii) provide the University with proof of the dates of attendance, and the monies received for the jury service, other than any travel allowance.

- (b) The University will pay to the employee his/her full salary for the period of jury service, but the employee is required to pay the University the money received for the jury service, other than any travel allowance.

#### 40.2 Witness leave

- (a) An employee required to attend as a witness should notify the University through his/her supervisor of the dates of any absence from work.
- (b) An employee required as a witness by the University, or directly in a matter relating to a University award or industrial agreement in the AIRC, will be regarded as being on duty and consequently there will be no loss of pay or leave for the absence from work.
- (c) An employee called as a witness by a party other than the University, or in a matter unrelated to the University, may choose to take leave without pay or take annual leave. Where this occurs, the employee must notify his/her supervisor in advance.

#### 41.0 DEFENCE FORCES LEAVE

##### 41.1 Amount of Leave

In the 12 month period ending 30 June each year an employee may be granted paid leave to attend Defence Forces Reserves Training programs or courses on the following basis:

|           | <b>Annual Training</b> | <b>School, class or course of instruction</b> |
|-----------|------------------------|---|
| Navy      | 13 calendar days       | 13 calendar days                              |
| Army      | 14 calendar days       | 14 calendar days                              |
| Air Force | 16 calendar days       | 16 calendar days                              |

##### 41.2 Additional Leave

- (a) Additional leave not exceeding 4 calendar days in any year ending 30 June may be granted on written certification of its necessity by the employee's Commanding Officer.
- (b) Any further leave may be granted as a charge against the employee's accrued annual leave, or as leave without pay.

##### 41.3 Refusal of Leave

The University may refuse an application for leave if it would be inconvenient to the work unit to grant the leave requested.

#### 42.0 STUDY AND EXAMINATION LEAVE

- (a) Where a supervisor approves a course of study being undertaken by an employee which has direct relevance to their position, study time of half an hour for each one hour of class contact time (or equivalent for distance education) is available up to a maximum of four hours per week.
- (b) In addition to the study time referred to in subclause 42.0(a) above, additional time off may be granted for the purpose of attending examinations required in the course of study.

**43.0 PUBLIC HOLIDAYS**

- (a) An employee will be entitled to observe the following days, or days proclaimed as holidays in substitution for those days, without loss of pay:

New Year's Day  
 Australia Day  
 Canberra Day (UNSW@ADFA only)  
 Good Friday  
 Easter Monday  
 Anzac Day  
 Queen's Birthday  
 Labour Day  
 Christmas Day  
 Boxing Day  
 August Bank Holiday (to be taken on the first weekday after Boxing Day) and  
 all other proclaimed Public Holidays for the state of NSW and the ACT (as applicable)

- (b) Where a Public Holiday occurs on a rostered day off of a rostered employee and such employee does not work on that rostered day off, the employee will be entitled to an additional days leave (or at the option of the University, an additional days pay at the base rate) in lieu of such holiday, such leave to be taken at a time mutually convenient to the employee and the University.
- (c) Where a public holiday prescribed in this clause occurs during the period an employee is absent on annual leave or sick leave, no deduction will be made for that day from the employee's annual or sick leave entitlement.

**PART F - SIGNATURES**

Signed for and on behalf of the University of New South Wales

.....  
(Signature)

.....  
(Name)

in the presence of

.....  
(Witness signature)

.....  
(Witness name)

date .....

Signed for and on behalf of the  
Community and Public Sector Union

.....  
(Signature)

.....  
(Name)

in the presence of

.....  
(Witness signature)

.....  
(Witness name)

date .....

Signed for and on behalf of the  
Australian Liquor Hospitality  
and Miscellaneous Workers' Union

.....  
(Signature)

.....  
(Name)

in the presence of

.....  
(Witness signature)

.....  
(Witness name)

date .....

Signed for and on behalf of the  
National Tertiary Education  
Industry Union

.....  
(Signature)

.....  
(Name)

in the presence of

.....  
(Witness signature)

.....  
(Witness name)

date .....

Signed for and on behalf of the  
Automotive, Food, Metals, Engineering, Printing  
and Kindred Industries Union

.....

DRAFT

WITHOUT PREJUDICE

UNSW v. 26/7/06

(Signature)

.....  
(Name)

in the presence of

.....  
(Witness signature)

.....  
(Witness name)

date

.....

Signed for and on behalf of the  
Construction, Forestry, Mining and Energy  
Union of Australia

.....  
(Signature)

.....  
(Name)

in the presence of

.....  
(Witness signature)

.....  
(Witness name)

date

.....

**Schedule 1 GENERAL STAFF SALARY RATES (35 HOUR WEEK)**

| Level   | Step   | Current Rate | DOE 2.5% | Dec 06 2.5% | June 07 2.5% | Dec 07 2.5% | June 08 2.5% | Dec 08 2.5% |
|---------|--------|--------------|----------|-------------|--------------|-------------|--------------|-------------|
| LEVEL 1 | Step 1 | \$29,427     | \$30,663 | \$31,429    | \$32,215     | \$33,020    | \$33,846     | \$34,692    |
|         | Step 2 | \$30,259     | \$31,515 | \$32,303    | \$33,111     | \$33,939    | \$34,787     | \$35,657    |
|         | Step 3 | \$31,092     | \$32,369 | \$33,179    | \$34,008     | \$34,858    | \$35,730     | \$36,623    |
|         | Step 4 | \$31,922     | \$33,220 | \$34,051    | \$34,902     | \$35,774    | \$36,669     | \$37,585    |
|         | Step 5 | \$32,754     | \$34,073 | \$34,925    | \$35,798     | \$36,693    | \$37,610     | \$38,550    |
| LEVEL 2 | Step 1 | \$33,632     | \$34,973 | \$35,847    | \$36,743     | \$37,662    | \$38,603     | \$39,569    |
|         | Step 2 | \$34,493     | \$35,855 | \$36,752    | \$37,671     | \$38,612    | \$39,578     | \$40,567    |
| LEVEL 3 | Step 1 | \$35,538     | \$36,926 | \$37,850    | \$38,796     | \$39,766    | \$40,760     | \$41,779    |
|         | Step 2 | \$36,583     | \$37,998 | \$38,948    | \$39,921     | \$40,919    | \$41,942     | \$42,991    |
|         | Step 3 | \$37,626     | \$39,067 | \$40,043    | \$41,044     | \$42,071    | \$43,122     | \$44,200    |
|         | Step 4 | \$38,671     | \$40,138 | \$41,141    | \$42,170     | \$43,224    | \$44,305     | \$45,412    |
|         | Step 5 | \$39,714     | \$41,207 | \$42,237    | \$43,293     | \$44,375    | \$45,485     | \$46,622    |
| LEVEL 4 | Step 1 | \$40,850     | \$42,371 | \$43,431    | \$44,516     | \$45,629    | \$46,770     | \$47,939    |
|         | Step 2 | \$41,984     | \$43,534 | \$44,622    | \$45,737     | \$46,881    | \$48,053     | \$49,254    |
|         | Step 3 | \$43,119     | \$44,697 | \$45,814    | \$46,960     | \$48,134    | \$49,337     | \$50,571    |
| LEVEL 5 | Step 1 | \$44,602     | \$46,217 | \$47,372    | \$48,557     | \$49,771    | \$51,015     | \$52,290    |
|         | Step 2 | \$46,083     | \$47,735 | \$48,928    | \$50,152     | \$51,405    | \$52,691     | \$54,008    |
|         | Step 3 | \$47,566     | \$49,255 | \$50,487    | \$51,749     | \$53,042    | \$54,368     | \$55,728    |
|         | Step 4 | \$49,048     | \$50,774 | \$52,044    | \$53,345     | \$54,678    | \$56,045     | \$57,446    |
|         | Step 5 | \$50,533     | \$52,296 | \$53,604    | \$54,944     | \$56,317    | \$57,725     | \$59,168    |
| LEVEL 6 | Step 1 | \$52,303     | \$54,111 | \$55,463    | \$56,850     | \$58,271    | \$59,728     | \$61,221    |
|         | Step 2 | \$54,054     | \$55,905 | \$57,303    | \$58,736     | \$60,204    | \$61,709     | \$63,252    |
|         | Step 3 | \$55,828     | \$57,724 | \$59,167    | \$60,646     | \$62,162    | \$63,716     | \$65,309    |
| LEVEL 7 | Step 1 | \$57,414     | \$59,349 | \$60,833    | \$62,354     | \$63,913    | \$65,511     | \$67,148    |

|                  |            |          |          |          |          |          |          |          |
|------------------|------------|----------|----------|----------|----------|----------|----------|----------|
|                  | Step 2     | \$59,004 | \$60,979 | \$62,504 | \$64,066 | \$65,668 | \$67,310 | \$68,992 |
|                  | Step 3     | \$60,593 | \$62,608 | \$64,173 | \$65,777 | \$67,422 | \$69,107 | \$70,835 |
|                  | Step 4     | \$62,180 | \$64,235 | \$65,840 | \$67,486 | \$69,174 | \$70,903 | \$72,675 |
|                  |            |          |          |          |          |          |          |          |
| LEVEL 8          | Step 1     | \$64,239 | \$66,345 | \$68,004 | \$69,704 | \$71,446 | \$73,232 | \$75,063 |
|                  | Step 2     | \$66,283 | \$68,440 | \$70,151 | \$71,905 | \$73,702 | \$75,545 | \$77,434 |
|                  | Step 3     | \$68,339 | \$70,547 | \$72,311 | \$74,119 | \$75,972 | \$77,871 | \$79,818 |
|                  | Step 4     | \$70,383 | \$72,643 | \$74,459 | \$76,320 | \$78,228 | \$80,184 | \$82,188 |
|                  | Step 5     | \$72,440 | \$74,751 | \$76,620 | \$78,535 | \$80,499 | \$82,511 | \$84,574 |
|                  |            |          |          |          |          |          |          |          |
| LEVEL 9          | Step 1     | \$74,739 | \$77,107 | \$79,035 | \$81,011 | \$83,036 | \$85,112 | \$87,240 |
|                  | Step 2     | \$77,040 | \$79,466 | \$81,453 | \$83,489 | \$85,576 | \$87,716 | \$89,908 |
|                  | Step 3     | \$79,337 | \$81,820 | \$83,866 | \$85,963 | \$88,112 | \$90,314 | \$92,572 |
| LEVEL 10 & above | Min. Point | \$81,558 | \$84,097 | \$86,199 | \$88,354 | \$90,563 | \$92,827 | \$95,148 |

| Level   | Step   | Current Rate | DOE      | Dec 06   | June 07  | Dec 07   | June 08  | Dec 08   |
|---------|--------|--------------|----------|----------|----------|----------|----------|----------|
|         |        |              | 2.5%     | 2.5%     | 2.5%     | 2.5%     | 2.5%     | 2.5%     |
| LEVEL 1 | Step 1 | \$31,955     | \$33,254 | \$34,085 | \$34,937 | \$35,811 | \$36,706 | \$37,624 |
|         | Step 2 | \$32,846     | \$34,167 | \$35,021 | \$35,897 | \$36,794 | \$37,714 | \$38,657 |
|         | Step 3 | \$33,752     | \$35,096 | \$35,973 | \$36,873 | \$37,794 | \$38,739 | \$39,708 |
|         | Step 4 | \$34,661     | \$36,028 | \$36,928 | \$37,851 | \$38,798 | \$39,768 | \$40,762 |
|         | Step 5 | \$35,569     | \$36,958 | \$37,882 | \$38,829 | \$39,800 | \$40,795 | \$41,815 |
| LEVEL 2 | Step 1 | \$36,524     | \$37,937 | \$38,886 | \$39,858 | \$40,854 | \$41,875 | \$42,922 |
|         | Step 2 | \$37,446     | \$38,882 | \$39,854 | \$40,851 | \$41,872 | \$42,919 | \$43,992 |
| LEVEL 3 | Step 1 | \$38,581     | \$40,046 | \$41,047 | \$42,073 | \$43,125 | \$44,203 | \$45,308 |
|         | Step 2 | \$39,714     | \$41,207 | \$42,237 | \$43,293 | \$44,375 | \$45,485 | \$46,622 |
|         | Step 3 | \$40,850     | \$42,371 | \$43,431 | \$44,516 | \$45,629 | \$46,770 | \$47,939 |
|         | Step 4 | \$41,985     | \$43,535 | \$44,623 | \$45,739 | \$46,882 | \$48,054 | \$49,255 |
|         | Step 5 | \$43,118     | \$44,696 | \$45,813 | \$46,959 | \$48,133 | \$49,336 | \$50,569 |
| LEVEL 4 | Step 1 | \$44,344     | \$45,953 | \$47,101 | \$48,279 | \$49,486 | \$50,723 | \$51,991 |
|         | Step 2 | \$45,584     | \$47,224 | \$48,404 | \$49,614 | \$50,855 | \$52,126 | \$53,429 |
|         | Step 3 | \$46,811     | \$48,481 | \$49,693 | \$50,936 | \$52,209 | \$53,514 | \$54,852 |
| LEVEL 5 | Step 1 | \$48,428     | \$50,139 | \$51,392 | \$52,677 | \$53,994 | \$55,344 | \$56,727 |
|         | Step 2 | \$50,034     | \$51,785 | \$53,079 | \$54,406 | \$55,767 | \$57,161 | \$58,590 |
|         | Step 3 | \$51,637     | \$53,428 | \$54,764 | \$56,133 | \$57,536 | \$58,974 | \$60,449 |
|         | Step 4 | \$53,256     | \$55,087 | \$56,465 | \$57,876 | \$59,323 | \$60,806 | \$62,326 |
|         | Step 5 | \$54,860     | \$56,732 | \$58,150 | \$59,604 | \$61,094 | \$62,621 | \$64,186 |
| LEVEL 6 | Step 1 | \$56,781     | \$58,701 | \$60,168 | \$61,672 | \$63,214 | \$64,794 | \$66,414 |
|         | Step 2 | \$58,687     | \$60,654 | \$62,171 | \$63,725 | \$65,318 | \$66,951 | \$68,625 |
|         | Step 3 | \$60,607     | \$62,622 | \$64,188 | \$65,792 | \$67,437 | \$69,123 | \$70,851 |
| LEVEL 7 | Step 1 | \$62,333     | \$64,391 | \$66,001 | \$67,651 | \$69,342 | \$71,076 | \$72,853 |
|         | Step   | \$64,05      | \$66,159 | \$67,813 | \$69,509 | \$71,246 | \$73,028 | \$74,853 |

|         |        |          |          |          |          |          |          |           |
|---------|--------|----------|----------|----------|----------|----------|----------|-----------|
|         | 2      | 8        |          |          |          |          |          |           |
|         | Step 3 | \$65,782 | \$67,927 | \$69,625 | \$71,365 | \$73,149 | \$74,978 | \$76,853  |
|         | Step 4 | \$67,506 | \$69,694 | \$71,436 | \$73,222 | \$75,052 | \$76,929 | \$78,852  |
|         |        |          |          |          |          |          |          |           |
| LEVEL 8 | Step 1 | \$69,746 | \$71,990 | \$73,789 | \$75,634 | \$77,525 | \$79,463 | \$81,450  |
|         | Step 2 | \$71,972 | \$74,271 | \$76,128 | \$78,031 | \$79,982 | \$81,982 | \$84,031  |
|         | Step 3 | \$74,194 | \$76,549 | \$78,463 | \$80,424 | \$82,435 | \$84,496 | \$86,608  |
|         | Step 4 | \$76,418 | \$78,828 | \$80,799 | \$82,819 | \$84,890 | \$87,012 | \$89,187  |
|         | Step 5 | \$78,642 | \$81,108 | \$83,136 | \$85,214 | \$87,344 | \$89,528 | \$91,766  |
|         |        |          |          |          |          |          |          |           |
| LEVEL 9 | Step 1 | \$81,140 | \$83,669 | \$85,760 | \$87,904 | \$90,102 | \$92,354 | \$94,663  |
|         | Step 2 | \$83,636 | \$86,227 | \$88,383 | \$90,592 | \$92,857 | \$95,178 | \$97,558  |
|         | Step 3 | \$86,134 | \$88,787 | \$91,007 | \$93,282 | \$95,614 | \$98,005 | \$100,455 |



|                |                |             | Current | DOE   | Dec 06 | June 07 | Dec 07 | June 08 | Dec 08 |
|----------------|----------------|-------------|---------|-------|--------|---------|--------|---------|--------|
| <b>DRAFT</b>   | <b>Level 1</b> | Base Rate   | 16.17   | 2.5%  | 2.5%   | 2.5%    | 2.5%   | 2.5%    | 2.5%   |
|                |                | Point 1     | 16.17   | 16.85 | 17.27  | 17.70   | 18.14  | 18.60   | 19.06  |
|                |                | Hourly Rate | 19.89   | 20.72 | 21.24  | 21.77   | 22.32  | 22.87   | 23.45  |
|                |                | Base Rate   | 18.00   | 18.72 | 19.19  | 19.67   | 20.16  | 20.66   | 21.18  |
|                |                | Hourly Rate | 22.14   | 23.03 | 23.60  | 24.19   | 24.80  | 25.42   | 26.05  |
| <b>Level 2</b> | Base Rate      | Point 1     | 18.48   | 19.22 | 19.70  | 20.19   | 20.69  | 21.21   | 21.74  |
|                |                | Hourly Rate | 22.73   | 23.64 | 24.23  | 24.83   | 25.45  | 26.09   | 26.74  |
|                | Base Rate      | Point 2     | 18.95   | 19.70 | 20.19  | 20.70   | 21.22  | 21.75   | 22.29  |
|                |                | Hourly Rate | 23.31   | 24.23 | 24.84  | 25.46   | 26.10  | 26.75   | 27.42  |
| <b>Level 3</b> | Base Rate      | Point 1     | 19.53   | 20.29 | 20.80  | 21.32   | 21.85  | 22.40   | 22.96  |
|                |                | Hourly Rate | 24.02   | 24.96 | 25.58  | 26.22   | 26.87  | 27.55   | 28.24  |
|                | Base Rate      | Point 2     | 21.82   | 22.64 | 23.21  | 23.79   | 24.38  | 24.99   | 25.62  |
|                |                | Hourly Rate | 26.84   | 27.85 | 28.54  | 29.26   | 29.99  | 30.74   | 31.51  |
| <b>Level 4</b> | Base Rate      | Point 1     | 22.45   | 23.28 | 23.86  | 24.46   | 25.07  | 25.70   | 26.34  |
|                |                | Hourly Rate | 27.61   | 28.64 | 29.35  | 30.09   | 30.84  | 31.61   | 32.40  |
|                | Base Rate      | Point 2     | 23.69   | 24.56 | 25.17  | 25.80   | 26.45  | 27.11   | 27.79  |
|                |                | Hourly Rate | 29.14   | 30.21 | 30.96  | 31.74   | 32.53  | 33.34   | 34.18  |
| <b>Level 5</b> | Base Rate      | Point 1     | 24.51   | 25.39 | 26.03  | 26.68   | 27.35  | 28.03   | 28.73  |
|                |                | Hourly Rate | 30.14   | 31.23 | 32.02  | 32.82   | 33.64  | 34.48   | 35.34  |
|                | Base Rate      | Point 2     | 27.77   | 28.73 | 29.45  | 30.19   | 30.94  | 31.72   | 32.51  |
|                |                | Hourly Rate | 34.15   | 35.34 | 36.23  | 37.13   | 38.06  | 39.01   | 39.99  |
| <b>Level 6</b> | Base Rate      | Point 1     | 28.74   | 29.73 | 30.47  | 31.24   | 32.02  | 32.82   | 33.64  |
|                |                | Hourly Rate | 35.35   | 36.57 | 37.48  | 38.42   | 39.38  | 40.37   | 41.37  |
|                | Base Rate      | Point 2     | 30.67   | 31.72 | 32.51  | 33.32   | 34.16  | 35.01   | 35.88  |
|                |                | Hourly Rate | 37.73   | 39.01 | 39.99  | 40.99   | 42.01  | 43.06   | 44.14  |
| <b>Level 7</b> | Base Rate      | Point 1     | 31.55   | 32.61 | 33.42  | 34.26   | 35.12  | 35.99   | 36.89  |
|                |                | Hourly Rate | 38.80   | 40.11 | 41.11  | 42.14   | 43.19  | 44.27   | 45.38  |
|                | Base Rate      | Point 2     | 34.16   | 35.29 | 36.18  | 37.08   | 38.01  | 38.96   | 39.93  |
|                |                | Hourly Rate | 42.02   | 43.41 | 44.50  | 45.61   | 46.75  | 47.92   | 49.12  |
| <b>Level 8</b> | Base Rate      | Point 1     | 35.30   | 36.45 | 37.36  | 38.30   | 39.26  | 40.24   | 41.24  |
|                |                | Hourly Rate | 43.41   | 44.84 | 45.96  | 47.11   | 48.29  | 49.49   | 50.73  |

WITHOUT PREJUDICE

UNSW v. 26/7/06

**DRAFT**

**WITHOUT PREJUDICE**

**UNSW v. 26/7/06**

Hourly rate includes 23% casual loading.

**Schedule 4 ALLOWANCES****1. Current Allowances**

The allowances which will continue to be payable as amounts in addition to salaries are:

|   | <b>per year</b> |
|---|-----------------|
| Cadaver Allowance                           | \$1,348         |
| On Call Allowance (IT Services, Custodians) | \$458           |
| Remote Area Allowance with dependant        | \$1,566         |
| Without dependant                           | \$1095          |
| First Aid Allowance                         | \$540           |

**2. Licence/Registration Fees**

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

Electricians Licence;  
Plumbers Licence/Registration;  
Security Licence 1A and 1B;  
Refrigeration and Air-conditioning Licence;  
Radiation (Holders and Users) Licences;

and other licences identified by the University as a condition of employment.

**3. Historic Allowances**

An employee who, as at the date of this Agreement, was entitled to and in receipt of one of the following allowances will continue to receive the allowance until he/she ceases to be employed by the University or ceases to be employed in the position held at the date of this Agreement.

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

**4. Reimbursement Allowances**

An employee will be reimbursed for reasonable costs incurred by him/her in the following circumstances:

- (a) Where the employee is required to travel on behalf of the University.

- (b) Where the employee requires regular medical examinations or immunisation and reports as a result of the employee engaging in duties associated with infectious or contagious material or infected animals or continual work with toxic substances.
- (c) Where the employee is required to use his/her own motor vehicle in connection with the University's business, provided that such costs will be subject to the limits prescribed from time to time by the Australian Taxation Office.
- (d) Where the employee sustains damage to his/her personal property where such damage is sustained:
  - (i) due to the negligence of the University and/or another employee in the discharge of their duties;
  - (ii) by a defect in the University's materials or equipment; or
  - (iii) where an employee has protected or attempted to protect the University's property from loss or damage.
- (e) An employee when required to work overtime will be paid a meal allowance in addition to any overtime payment in the following circumstances:
  - (i) when required to continue working beyond 2 hours immediately after his/her normal finishing time (except when the overtime work ceases no later than 6.00pm); or
  - (ii) when required to work overtime for more than 5 hours on a Saturday, Sunday or public holiday, except in the case of Security staff who will not receive a meal allowance in these circumstances where the employee is given at least 48 hours notice of the overtime; or
  - (iii) when required to commence duty at or before 6.00am being at least one hour before the employee's usual starting time.

## 5. Clothing Allowance

- (a) An employee required to wear a uniform or protective clothing and where such clothing is not provided by the University will be reimbursed reasonable costs of providing or replacing such clothing.
- (b) Pursuant to 5(a) of this Schedule, an allowance of \$2.80 a week will be paid to an employee for the maintaining, laundering or dry-cleaning of their uniform or protective clothing. Provided that where the University maintains, dry-cleans or launders an employee's uniform or protective clothing, such an allowance will not be payable.

The ordinary hours of work and span of hours as described in subclauses 18.0(a) and 18.0(c) are as follows:

|   | <b>A</b><br><b>Category of Staff</b>  | <b>B</b><br><b>Ordinary hours of work</b> | <b>C</b><br><b>Span of Hours of Work</b>                             |
|---|---|---|--|
| A | Driver/Messengers,<br>Laboratory Craftsmen                                    | 38 per week<br>7.6 hours per day          | 7.30am - 7.30pm<br>Monday to Friday<br>8.00am - 6.00pm<br>Saturday   |
| B | Stores Officer  | 38 per week<br>7.6 hours per day          | 6.30am - 10.15pm<br>Monday to Friday;<br>6.30am - 6.30pm<br>Saturday |
| C | Broadcast, Production and<br>Graphic Design Staff                             | 38 per week<br>7.6 hours per day          | 8.00am - 10.15pm<br>Monday to Friday;<br>8.00am - 6.00pm<br>Saturday |
| D | Laboratory Assistants   | 38 per week<br>7.6 hours per day          | 8.00am - 10.15pm<br>Monday to Friday<br>8.00am - 6.00pm<br>Saturday  |
| E | Technical Officer, Senior<br>Technical Officer                                | 35 per week<br>7 hours per day            | 8.00am - 10.15pm<br>Monday to Friday<br>8.00am - 6.00pm<br>Saturday  |
| F | Library Staff,<br>Telephonist/Office<br>Assistant, Supervisor-<br>Switchboard | 35 per week<br>7 hours per day            | 8.00am - 10.15pm<br>Monday to Saturday                               |
| G | Administrative, Clerical,<br>Computing, Professional<br>and Research Staff    | 35 per week<br>7 hours per day            | 8.00am - 8.00pm<br>Monday to Friday<br>8.00am - 6.00pm<br>Saturday   |
| H | Print Room Staff  | 35 per week<br>7 hours per day            | 7:00am - 7:00pm<br>Monday to Friday<br>8:00am - 6:00pm<br>Saturday   |
| I | Child Care Workers  | 38 per week<br>7.6 hours per day          | 6:30am - 6:30pm<br>Monday to Friday                                  |
| J | Custodian   | 38 per week<br>7.6 hours per day          | as required<br>Monday to Saturday                                    |
| K | Trades Staff and Gardeners  | 38 per week<br>7.6 hours per day          | 6.00am - 6.00pm<br>Monday to Saturday                                |
| L | Patrol/Security Staff   | 38 per week<br>7.6 hours per day          | as rostered<br>Monday to Sunday                                      |
| M | Attendant (Gatekeepers)<br>and Cleaners                                       | 38 per week<br>7.6 hours per day          | as rostered Monday to<br>Friday; 6.00am -<br>6.00pm Saturday         |

|   |   |                                  |   |
|---|---|----------------------------------|---|
| N | UniGym staff (Pool and Weights room /Fitness staff)   | 38 per week<br>7.6 hours per day | 5.00am - 11.30pm<br>Monday to Sunday    |
| O | UniGym staff (other than pool and weights room staff) | 35 per week<br>7 hours per day   | 5.00am - 11.30pm<br>Monday to Sunday    |
| P | Theatre Technicians                                   | 38 per week<br>7.6 hours per day | Monday to Sunday as required / rostered |
| Q | All staff at UNSW@ADFA                                | 35 per week<br>7 hours per day   | 7:30am - 7:30pm<br>Monday to Friday     |

This Schedule sets out the normal collapsed increment steps for broadbanded positions.

**Level 1/2**

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

**Level 2/3**

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

**Level 3/4**

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

**Level 4/5**

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

**Level 5/6**

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

**Level 6/7**

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

**Level 7/8**

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

**Level 8/9**

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

**Level 9/10**

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

(a) Cleaning and Attendant (Gatekeeper) Staff

| Type of Shift   | Loadi<br>ng |
|---|-------------|
| <b>Early morning shift</b> – for each hour worked on weekdays until 8:00am provided that the shift commences at or before 6:00am          | 20%         |
| <b>Night shift</b> – for each hour worked after 8:00pm provided that the shift finishes after 8:00pm and at or before 8:00am the next day | 20%         |
| <b>Saturday Shift</b> – work performed during any hours on a Saturday   | 50%         |
| <b>Sunday Shift</b> – work performed during any hours on a Sunday   | 75%         |
| <b>Public Holiday Shift</b> – worked performed during any hours on a Public Holiday   | 150%        |

(b) Security Staff

| Type of Shift   | Loadi<br>ng |
|---|-------------|
| <b>Night shift (Normal)</b> – work performed on weekdays between 6:00pm and 6:00am  | 24.7%       |
| <b>Night Span (Permanent Night Shift)</b> – work performed on weekdays between 6:00pm and 6:00am where over the whole period of a work roster more than two thirds of the employee's total ordinary shifts include ordinary hours between 12:00am and 6:00am on any day of the week | 30%         |
| <b>Saturday Shift</b> – work performed during any hours on a Saturday   | 50%         |
| <b>Sunday Shift</b> – work performed during any hours on a Sunday   | 100%        |
| <b>Public Holiday Shift</b> – worked performed during any hours on a Public Holiday   | 150%        |

(c) Custodians/Theatre Technician Staff/Unigym (Pool, Weights Room and Reception Staff)

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

(d) Shift loadings – all other staff

| Type of Shift  | Loadi<br>ng |
|--|-------------|
| <b>Early morning shift</b> – any shift commencing before 6.00am  | 10%         |
| <b>Afternoon shift</b> – any shift finishing after 6.30pm and at | 10%         |

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

## Schedule 8 UNSW CLASSIFICATION DESCRIPTORS FOR GENERAL AND SALARIED STAFF

| Education, Training & Experience  | Task   | Judgement & Problem Solving   | Supervision & Independence  | Organisational Relationships & Impact  |
|---|--|---|---|--|
| <b>Level 1</b>  |  |   |   |  |
| Perform duties that do not require formal qualifications or work experience prior to engagement. Duties may, however, require the provision of structured on the job training after engagement. | Perform repetitive tasks, covered by instructions and procedures, for which the jobholder usually requires less than one month of on the job training to achieve competence. Able to follow clear instructions. Some knowledge of materials and equipment may be required. | Solve problems where the situations encountered are repetitive, the alternatives for the jobholder are limited and readily learned, and the required action is clear or can be readily referred to higher levels. | Clear and detailed instructions are provided. Tasks are covered by standard procedures. Responses to unfamiliar situations are determined at higher levels. Work is regularly checked.<br><br>In the case of experienced staff working along and following set routines, some latitude to rearrange sequences and discriminate between established methods. | Can be expected to provide straightforward information to others on building or service locations. Staff follow procedures and demonstrate basic courtesy in their dealings with others: the impact of established procedures on other people or work areas is the concern of more senior staff. |

| Education, Training & Experience  | Task  | Judgement & Problem Solving   | Supervision & Independence  | Organisational Relationships & Impact  |
|---|---|---|---|--|
| <b>Level 2</b>  |   |   |   |  |
| <p>Perform duties at a skill level that requires:</p> <p>Completion of Year 12 with relevant work experience, or<br/>           Completion of Year 10 and several years relevant work experience,<br/>           Or an equivalent level of knowledge gained through any other combination of education, training and/or experience.</p> | <p>Perform a range of straightforward tasks, adhering to clear instructions and procedures. Under instruction, may occasionally perform some more complex tasks for which detailed procedures of standardised instructions exist and where assistance or advice is readily available. Task competency, including knowledge of the procedures to be followed, can be acquired through on the job training and/or short courses consistent with training level 2.</p> | <p>Solve relatively simple problems - problems are similar, the relevant response is covered by established procedures/instructions, the choices to be made between alternate actions follow familiar patterns and assistance is available when unusual circumstances are encountered or when established responses are not effective. May exercise judgement over task sequencing on a day to day basis.</p> | <p>Direction is provided on the tasks to be undertaken. The jobholder has some limited discretion to choose between established methods and sequences provided set priorities and timetables are met. The approach to standard circumstances is covered in procedures and checked on a selective basis. Non standard or more complex tasks will be subject to detailed instructions and checking.</p> | <p>Knowledge of and ability to relay information on requirements or procedures in own work area of perform tasks that may involve providing a general directory service to members of the public, students and other staff (eg, advise on the location, role and availability of personnel and services). Use tact in dealing with others.</p> |

| Education, Training & Experience   | Task  | Judgement & Problem Solving  | Supervision & Independence   | Organisational Relationships & Impact  |
|--|---|--|--|--|
| <b>Level 3</b>   |   |  |  |  |
| <p>Perform duties at a skill level that requires:</p> <p>Completion of a trades certificate, without subsequent experience as a qualified tradesperson upon appointment, or</p> <p>Completion of Year 12, normally with subsequent relevant work experience, or</p> <p>Completion of a certificate or associate diploma with no relevant on the job experience,</p> <p>Or an equivalent level of knowledge gained through any other combination of education, training and/or experience. Staff advancing through this level may perform duties that require further on the job training or knowledge and training equivalent to progress toward completion of an associate diploma.</p> | <p>Some task complexity, requiring the practical application of acquired skills and knowledge consistent with training level 3. Exercise discretion within established work methods and procedures to diagnose problems, or to choose between alternate approved work methods or established procedures and to determine task sequences within established work routines. Guidance or development would normally be provided before new tasks or situations are handled. Tasks may involve written and verbal communication skills, numerical skills, organising skills, data collection, and the use of a range of equipment at a level of complexity equivalent to the standard use of word processing software or to the application of skills gained through the acquisition of a single trade certificate.</p> | <p>Solve similar problems using a combination of learned methods, procedures, precedent, practices and experience, where initiative and interpretation in the application of procedures or established work practices will be required. Will exercise some judgement over when to refer matters to seek assistance. Where the opportunity arises, will make suggestions and develop local job specific systems to assist in the completion of allocated tasks.</p> | <p>Direction is provided on the assignments to be undertaken, with the occupant determining the appropriate use of established methods, tasks and sequences, where task objectives are well defined, established procedures or standard work practices and schedules apply, and choices are made between a range of straightforward alternatives. Guidance on the approach to non standard or more complex circumstances will be provided by others. Supervision of other staff may be required, where those staff perform a range of straightforward tasks, following set procedures or routines.</p> | <p>Apply a knowledge of the work area processes and take the impact of actions on other people or work areas into account when selecting between established work methods and sequences.</p> |

| Education, Training & Experience | Task | Judgement & Problem Solving | Supervision & Independence | Organisational Relationships & Impact |
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| LEVEL 4                          |      |                             |                            |                                       |

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| <p>Perform duties at a skill level that requires: Completion of an associate diploma level qualification with relevant work experience (including experience gained in parallel with undertaking part-time study) or a certificate level qualification with post-certificate relevant work experience, or Completion of a post-trade certificate and subsequent relevant experience, or Completion of a trade certificate and subsequent relevant experience leading to the development of areas of specialisation through a depth of skills, or to the application of skills normally associated with a number of separate trades, or to the application of administrative and supervisory roles in conjunction with trade skills, Or an equivalent level of knowledge gained through any other combination of education, training and/or experience.</p> | <p>Perform a variety of tasks that require a sound working knowledge of relevant trade, technical or administrative practices, include limited creative, planning or design functions, and require an awareness of the relevant theoretical or policy context. Knowledge is applied to recurring circumstances, at a level of complexity equivalent to using a range of computer software applications to assist with job assignments, to setting up, using and demonstrating a range of standard procedures, equipment use and/or experiments or to applying skills ranging across more than one trade. May involve the application of specialist skills, eg, producing documents involving complex layouts, instrument calibration or maintenance, guidance to others in the use of a limited range of equipment, or the application of post trade skills to maintenance tasks.</p> | <p>Solve standard problems within an established framework or body of knowledge by applying a range of procedures and work methods, being proficient in and interpreting a set of relatively straightforward rules, guidelines, manuals or technical procedures, and selecting from a range of combination of possible responses, based on some understanding of the principles of policies underlying established procedures, practices or systems. Will use operational experience to monitor and contribute to local procedures and systems.</p> | <p>Direction is provided on the assignments to be undertaken, with the occupant determining the appropriate use of established methods, tasks and sequences, where some situations are not directly addressed in procedures and choices are made that require an understanding of a well defined policy framework or recourse to technical knowledge. Guidance is available. May be responsible for supervising others performing a range of tasks within a single work unit, providing on the job training and assistance to others, and/or coordinating staff (including liaison with staff at higher levels) contributions to assignments or projects. May undertake stand alone work appropriate to this level.</p> | <p>Apply a sound knowledge of the impact of the activities undertaken on other related functions or sections. Provide advice or assistance based on some depth of knowledge in own area. Assist others by interpreting procedures and selecting between work methods and sequences. Where relevant case experiences arise, suggest changes to procedures, schedules or routines to facilitate good relations between work units or with clients.</p> |
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| Education, Training & Experience   | Task  | Judgement & Problem Solving   | Supervision & Independence   | Organisational Relationships & Impact  |
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| <b>LEVEL 5</b>   |   |   |  |  |
| <p>Perform duties at a skill level that requires:<br/>                     Completion of a degree without subsequent relevant work experience as a graduate upon appointment, or<br/>                     Completion of an associate diploma with a range of experience including at least 2 years subsequent relevant work experience, or<br/>                     Completion of a certificate or a post-trades certificate and extensive subsequent relevant experience,<br/>                     Or an equivalent level of knowledge gained through any other combination of education, training and/or experience.</p> | <p>Perform tasks that require a knowledge and standard application of theoretical principles, procedures and techniques at the level of a less experienced graduate working in their field of expertise, or depth (ie, the development of some areas of specialisation) or breadth of technical trade or administrative expertise, including a sound appreciation of the advanced technical concepts, or relevant policy issues, in a particular functional area or to a set of related activities.<br/>                     Apply, interpret and or advise on policies, systems, manuals, rules, procedures or guidelines, eg, the trialing of and reporting on experiment modifications for laboratory practicals, or the application of a substantial set of rules to the consideration of varying individual cases.</p> | <p>Solve diverse problems by applying judgement and initiative based either on theoretical knowledge or on a thorough knowledge of a complex set of rules, activities, techniques or procedures. May make regular operational decisions on the provision, availability or deployment of resources and services that have an effect outside the immediate work unit or on clients.</p> | <p>Duties arise from role statements, supplemented by assignment allocation as relevant. Use theoretical/policy and technical knowledge to interpret procedures. May supervise staff and have responsibility for the day to day operation of a work unit where this involves setting priorities, meeting service standards and assisting with the monitoring or review of systems, or supervise or coordinate staff with different areas of skill.</p> | <p>Apply a detailed knowledge or work unit policies, systems and procedures, and their interaction with policies, systems and procedures in any related areas, to respond to standard circumstances and advise, assist and influence others.</p> |

| Education, Training & Experience   | Task  | Judgement & Problem Solving  | Supervision & Independence  | Organisational Relationships & Impact  |
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| <b>LEVEL 6</b>   |   |  |   |  |
| <p>Perform duties at a skill level that requires:<br/>A degree, normally with subsequent relevant experience to consolidate the theories and principles learned, or Extensive experience (combined with specialised training and/or Diploma or Certificate level education), leading to either the development of specialist expertise or to the development of broad knowledge, in technical or administrative fields, Or an equivalent level of knowledge gained through any other combination of education, training and/or experience.</p> | <p>Perform a range of assignments that are guided by policy, precedent or objectives and, where relevant, by professional standards. Positions at this level require a conceptual understanding of relevant policies, procedures or systems and interpretation in the application of policy and/or precedent. In technical and administrative areas, have a depth or breadth of expertise developed through extensive relevant experience. The investigation of a range of operating and design issues may be a key duty at this level.</p> | <p>Solve diverse and unusual problems by analysing information where considerable interpretation of existing regulations, policies or procedures is required. Some discretion to innovate within own function and take responsibility for outcomes. May apply theoretical/policy and technical/procedural knowledge to design, diagnose, analyse, review, develop or test complex systems, data, equipment or procedures, develop section procedures, use considerable technical skills to design equipment to a limited brief or to liaise with equipment users to better define requirements, and/or undertake planning involving resource use or develop proposals for resource allocation.</p> | <p>Major job duties are specified in position documentation or equivalent role statements, supplemented by assignment allocation as relevant. Will set priorities and monitor work flows and systems within an area of responsibility (ie, for own position and for a team or section if applicable). May have supervisory responsibility and some line management responsibility for staff performing a set of related functions. May have staff reporting indirectly to the position.</p> | <p>Provide authoritative advice in the context of widely varying circumstances. Adapt techniques and interpret or modify procedures to achieve objectives, where any changes are within policy and either their impact is largely restricted to the work unit(s) concerned or they are authorised at higher levels. May provide influential input to policy or systems development on the basis of expertise in the operational aspects of current systems and their impact.</p> |

| Education, Training & Experience   | Task  | Judgement & Problem Solving   | Supervision & Independence   | Organisational Relationships & Impact   |
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| <b>LEVEL 7</b>   |   |   |  |   |
| <p>Perform duties at a skill level that requires:<br/>                     A degree with a depth of subsequent relevant experience to consolidate and extend the theories and principles learned, or<br/>                     Extensive experience and management and or specialist expertise.<br/>                     Or an equivalent level of knowledge gained through any other combination of education, training and/or experience.</p> | <p>Apply substantial theoretical and technical knowledge and experience to a range of issues and circumstances requiring considerable independent analysis and interpretation. In addition, may provide consultancy advice to others, and/or be recognised as an expert in a specialised area of theoretical, policy or technical complexity.</p> | <p>Independently apply theoretical or policy knowledge to: modify and adapt techniques to develop innovative methodologies, or research and analyse a situation and propose new responses or solutions, or take a leading role in the application of proven techniques involving considerable theoretical and technical sophistication. Focus on objectives rather than procedures and precedents. May involve the interpretation or application of policy that has an impact beyond the immediate work area.</p> | <p>Direction is provided in terms of objectives. A contribution to the planning of programs and the review, development or modification of procedures (within policy) by the employee will be required. May have line management responsibility for staff delivering administrative, technical or professional services, including the provision of advice on procedures, systems, priorities and budgets for the program concerned to more senior managers.</p> | <p>Duties require knowledge of the relationship between a range of diverse policies and activities. May negotiate solutions where a range of interests have to be accommodated. May develop proposals or recommendations that coordinate the interests of separate work units or contributors around a particular program, function or objective and share some accountability for the decisions taken.</p> |

| Education, Training & Experience  | Task  | Judgement & Problem Solving  | Supervision & Independence   | Organisational Relationships & Impact   |
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| <b>LEVEL 8</b>  |   |  |  |   |
| <p>Perform duties at a skill level that requires:<br/>                     A degree with substantial extension of the theories and principles, normally requiring extensive relevant graduate experience, or<br/>                     A range of management experience, or<br/>                     Postgraduate qualifications with relevant experience,<br/>                     Or an equivalent level of knowledge gained through any other combination of education, training and/or experience.</p> | <p>Perform tasks requiring the integration of substantial theoretical (or policy) and technical knowledge to manage programs, or develop, review or evaluate significant policies, programs or initiatives, or develop or apply new principles and technology, or provide professional or consultancy services with recognised standing across or outside of the University.<br/>                     Tasks may span a range of activities in a complex, specialised environment.</p> | <p>Responsible for developing or implementing systems, or programs (including priorities, policies and procedures) within closely defined statements of role objectives, that may include a requirement to draw together the interests of several functional or specialist areas. May provide strategic advice at Faculty level or equivalent.</p> | <p>Will advise on and have substantial influence over the establishment of priorities, programs and/or budgets (formulation and expenditure) for a major area or specialised project. Will have scope to reset priorities or resources within overall program objectives or between positions or sections for which the position has line management responsibility.</p> | <p>Apply a thorough knowledge of University wide policies, or The external environment (eg, government legislation, guidelines and requirements), or Diverse research and teaching activities<br/>                     To have a substantial influence on policy development or the management of a program(s).</p> |

| Education, Training & Experience  | Task   | Judgement & Problem Solving  | Supervision & Independence   | Organisational Relationships & Impact  |
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| <b>LEVEL 9</b>  |  |  |  |  |
| Perform duties at a skill level that requires:<br>Extensive management expertise and supporting experience, or<br>Program management and other specialist expertise, or<br>Postgraduate qualifications and extensive relevant experience,<br>Or an equivalent level of knowledge gained through any other combination of education, training and/or experience. | Perform tasks involving a significant creative, planning or management contribution to the development or operation of major professional, management or administrative policies or programs, and responsibility for or impact on significant resources. | Responsible for developing or implementing systems, services or programs (including priorities, policies and procedures) within either broad statements of role objectives, or where responsibilities have been substantially delegated.<br>In management positions, have independence in the allocation of resources within constraints established by senior management. | Either manage programs, including where relevant setting longer term priorities and objectives, the shaping of organisational structures and influence over the size and composition of the resources available, or have wide discretionary powers and provide high level advice in a specialised field of theoretical complexity. | Plan and take a leading role in liaising, consulting and negotiating the development, modification or implementation of changes to policies, programs or practices at Faculty level or equivalent. |

