



# DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**The University of New South Wales T/A UNSW Sydney**  
(AG2023/3049)

## **THE UNIVERSITY OF NEW SOUTH WALES (PROFESSIONAL STAFF) ENTERPRISE AGREEMENT 2023**

Educational services

DEPUTY PRESIDENT EASTON

SYDNEY, 3 NOVEMBER 2023

*Application for approval of The University of New South Wales (Professional Staff) Enterprise Agreement 2023.*

[1] The University of New South Wales T/A UNSW Sydney (**the Employer**) has made an application for the approval of *The University of New South Wales (Professional Staff) Enterprise Agreement 2023 (the Agreement)*. The application was made under s.185 of the *Fair Work Act 2009 (the Act)*. The Agreement is a single enterprise agreement.

[2] The Employer has provided written undertakings, a copy of which are attached as Annexure A to this decision. The undertakings can be accepted under s.190 of the Act because I am satisfied that they will not cause financial detriment to any employee covered by the Agreement and will not result in substantial changes to the Agreement. The undertakings are taken to be a term of the agreement pursuant to s.191 of the Act.

[3] Subject to the Employer’s undertakings, I am satisfied that each relevant requirement in sections 186, 187, 188 and 190 of the Act has been met.

[4] In the course of the approval process there was disagreement between the Employer and the National Tertiary Education Industry Union (NTEU) in relation to concerns raised by the Commission about overtime and span of hours provisions. The concern raised was that the Agreement appears to provide a broader span of hours for certain employee categories when compared to the corresponding Awards. As such, some employees under the Agreement appeared to receive overtime penalties later into a shift than they would under the Award.

[5] The Employer provided a detailed comparative analysis of the span of hours and overtime provisions for a range of classifications. The Employer submitted the following:

“UNSW considers an undertaking is not necessary. To the best of UNSW’s knowledge, there is no employee, including a casual employee, who would be worse off under the

Agreement as compared to the Award. This position is consistent with UNSW's intention.

Nonetheless, UNSW proposed an undertaking, principally as an acknowledgement that the provisions of the Agreement do vary as against the Award (which is entirely appropriate and consistent with the purpose of bargaining), and that the only circumstance where an employee might not be better off overall is if an employee only works a Saturday in those narrow categories where the span of hours under the Award does not extend to Saturday. This is not a work arrangement UNSW has, and even then, the difference will depend on the Employee's level.

For this reason, the undertaking proposed enables a reconciliation of what the employee was paid under the Agreement as against the Award to avoid any doubt about the employee being better off overall."

[6] The NTEU provided a short generalised response that included the following:

"The University appears to accept in their submissions yesterday that it is the obligation of the University to ensure that employees are better off overall.

The University's proposed undertaking dated yesterday 12 October proposes that when an employee 'regularly' performs work outside of relevant span of hours or in excess of ordinary hours the University will examine their payments.

The NTEU respectfully submits that the University is required to meet their obligation to ensure all professional staff employees are better off overall in respect of professional staff overtime in all circumstances and at all times. On this basis, the NTEU's proposed undertaking is preferred.

Specifically, the NTEU again proposes the University make an undertaking that: An employee, including casual employees, will be paid overtime payments in accordance with this Agreement for all authorised work outside of, or in excess of, the employee's ordinary or rostered hours."

[7] In response the employer proffered the following explanation and revised undertaking:

"As indicated, UNSW confirms it does not employ Employees to only work on a Saturday, and so we do not think there is any Employee to who would not be better off overall. Accordingly, UNSW submits this is not an issue that requires an undertaking. Nonetheless, having now completed the hypothetical analysis, we are prepared to provide a more specific undertaking in lieu of the broader undertakings that we have previously offered. We think a more specific and appropriate undertaking that deals with the hypothetical scenario arising from the Span of Hours, and one that deals with the NTEU's objection to the word "regularly", is as follows:

Where an Employee employed in Levels 1 to 4 performs a majority of their work on a Saturday, upon cessation of the Employee's employment or this Agreement (whichever is the earlier), UNSW will undertake a reconciliation of what the Employee has been paid under this Agreement as against what the Employee would be paid under the Award. If a short fall is identified, it will

be paid to the Employee within 21 days of the reconciliation, together with an additional payment of 1% to ensure that the Employee is better off under the Agreement compared to the Award.”

[8] I am satisfied with the Employer's undertaking. In particular I am satisfied that the proposed reconciliation process provides an adequate protection mechanism given that it appears highly unlikely that any employee covered by the Agreement will work a pattern of hours that puts them close to a disadvantage.

[9] The NTEU, the Community and Public Sector Union (CSPU) and “Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union” known as the Australian Manufacturing Workers’ Union (AMWU) were bargaining representatives for the Agreement and have given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) I note that the Agreement covers the NTEU, CPSU and AMWU.

[10] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 10 November 2023. The nominal expiry date of the Agreement is 31 July 2026.



DEPUTY PRESIDENT

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## Annexure A



<b>IN THE FAIR WORK COMMISSION</b>	<i>Fair Work Act 2009 (Cth) ("FW Act")</i>
<b>Matter number:</b>	AG2023/3049
<b>Employer:</b>	University of New South Wales ( <b>Employer</b> )
<b>Application:</b>	Section 185 – Application for approval of a single enterprise agreement, namely The University of New South Wales (Professional Staff) Enterprise Agreement 2023 ( <b>Agreement</b> )
<b>Authorised representative:</b>	Attila Brungs Vice Chancellor

### Undertaking- Section 190

For and on behalf of the Employer I, Attila Brungs:

1. declare that:
  - a. I have authority to give this undertaking on behalf of the Employer,
  - b. the views of all bargaining representatives for this undertaking have been sought pursuant to s 190(4) of the FW Act,
2. understand that the undertaking is to be taken to be a term of the Agreement,
3. give the following undertaking with respect to the Agreement:

Where an Employee employed in Levels 1 to 4 performs a majority of their work on a Saturday, upon cessation of the Employee's employment or this Agreement (whichever is the earlier), the Employer will undertake a reconciliation of what the Employee has been paid under this Agreement as against what the Employee would be paid under the *Higher Education Industry – General Staff – Award 2020 (Award)*. If a short fall is identified, it will be paid to the Employee within 21 days of the reconciliation, together with an additional payment of 1% to ensure that the Employee is better off under the Agreement compared to the Award.

Date signed:	1 <sup>st</sup> NOVEMBER 2023
For and on behalf of the Employer by: [In accordance with s.190(5) of the FW Act]	Attila Brungs
Signature:	 .....
Witness name:	Deena Amorelli
Witness signature:	 .....





**UNSW**  
SYDNEY



Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.

# **The University of New South Wales (Professional Staff) Enterprise Agreement 2023**



## PART A – GENERAL MATTERS

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## 2.0 TITLE

This Agreement is known as *The University of New South Wales (Professional Staff) Enterprise Agreement 2023*.

## 3.0 DEFINITIONS

In this Agreement, unless the context indicates otherwise, defined terms have the meaning set out in the table below. In addition, certain defined terms used in certain clauses are set out in the relevant clauses:

	<b>Term</b>	<b>Meaning</b>
(a)	<b>Act</b>	<i>Fair Work Act 2009</i> (Cth) as amended.
(b)	<b>Agreement</b>	<i>The University of New South Wales (Professional Staff) Enterprise Agreement 2023</i> .
(c)	<b>Annual Base Salary</b>	(i) For a Full-time Employee - is the applicable annual base salary payable to an Employee as set out in Schedule 1 of this Agreement. (ii) For a Part-time Employee - is the annual base salary payable as set out in Schedules 1 of this Agreement applicable to their position, pro-rated in accordance with subclause 11.1(b).
(d)	<b>Casual Employee</b>	An Employee, engaged and paid by the hour, employed as a result of accepting an offer of employment made by UNSW on the basis that UNSW makes no firm advance commitment to continuing and indefinite work according to an agreed pattern of work for the person.
(e)	<b>Continuing Employment</b>	Has the meaning given to it in clause 17.0.
(f)	<b>Consult or Consultation</b>	UNSW 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 UNSW.
(g)	<b>Continuous Service</b>	(i) Except as otherwise provided in subclause (ii) below or elsewhere in this Agreement, the period of service with UNSW (or controlled entities of UNSW or institutions absorbed by UNSW), including breaks in service of up to six weeks. (ii) For the purposes of clause 39.0 ( <u>Long Service Leave</u> ) has the meaning given to it in the applicable long service leave legislation (e.g. <i>Long Service Leave Act 1955</i> (NSW) or, in the case of Employees employed by UNSW Canberra, the <i>Long Service Leave Act 1976</i> (ACT)) as varied or replaced from time to time and incorporates any periods of prior service recognised in accordance with clause 39.0.
(h)	<b>Dean</b>	The Dean of a Faculty (whatever name called) or the Rector of UNSW Canberra.

(i)	<b>Divisional Head</b>	For an Employee, is the most senior UNSW employee in the Division, by whatever name called, in which the Employee is employed, which at the date of this Agreement includes the positions of: <ul style="list-style-type: none"> <li>• Deputy Vice-Chancellor;</li> <li>• Vice-President; and</li> <li>• Chief Human Resources Officer.</li> </ul>
(j)	<b>Employee</b>	A person employed by UNSW as a professional staff member covered by this Agreement.
(k)	<b>Employee Representative</b>	A person (including a colleague at UNSW or a friend) or a body (such as a Union) chosen by an Employee to undertake representations to UNSW on their behalf, provided that the person is not a practicing solicitor or a barrister in private practice.
(l)	<b>Fixed-term Employee</b>	An Employee employed on a contract for Fixed-term Employment
(m)	<b>Fixed-term Employment</b>	Employment for a specified term or otherwise ascertainable period.
(n)	<b>Full-time Employee</b>	An Employee (other than a Casual Employee) whose ordinary hours of work are 35 or 38 hours per week as set out at <u>Schedule 4</u> .
(o)	<b>Full Annual Salary or Full Rate of Pay</b>	For an Employee (other than a Casual Employee) is the total of: <ul style="list-style-type: none"> <li>(i) Either their Annual Base Salary or Hourly Base Rate of Pay (as relevant); plus</li> <li>(ii) the annual or hourly (as relevant) value of any salary supplementation, market loading, or responsibility allowance that the Employee is entitled to receive under this Agreement or their Contract of Employment,</li> </ul> but, for avoidance of doubt, does not include any other payments or benefits, including the value of UNSW superannuation contributions made on behalf of the Employee under clause 13.0 ( <u>Superannuation</u> ) or any allowances payable under Schedule 3.
(p)	<b>FWC</b>	The Fair Work Commission.
(q)	<b>Hourly Base Rate of Pay</b>	is the applicable hourly base rate of pay payable as set out in Schedule 1 of this Agreement.
(r)	<b>Immediate Family</b>	Any of the following persons: <ul style="list-style-type: none"> <li>(i) an Employee's spouse or partner (including de facto partner, former de facto partner, former spouse and same sex partner);</li> <li>(ii) an Employee's child (and the child of a spouse or de facto partner), including foster child, grandchild, step-</li> </ul>

		<p>child, or a child for whom the Employee is the legal guardian;</p> <p>(iii) an Employee's parent (and the parent of a spouse or de facto partner), including foster parent, step parent and parent in law), grandparent, step-grandparent, and sibling (including sibling of a spouse or de facto partner); or</p> <p>(iv) a person who lives in an Employee's household.</p>
(s)	<b>NES</b>	National Employment Standards under the Act.
(t)	<b>Part-time Employee</b>	An Employee (other than a Casual Employee) who is contracted to work fewer ordinary hours than a full-time employee (i.e. less than 35 or 38 hours per week as appropriate to the relevant classification).
(u)	<b>Redundant Position</b>	A position that UNSW no longer requires as part of its organisational structure.
(v)	<b>Senior Manager</b>	The most senior manager in a School, department or equivalent organisational unit.
(w)	<b>Seven Day Continuous Shiftworker</b>	For the purposes of the NES, an Employee who is regularly rostered to work on Sundays and public holidays in which shifts are continuously rostered 24 hours a day, seven days a week.
(x)	<b>Supervisor</b>	The person responsible for the day to day supervision of an Employee.
(y)	<b>Total Fixed Remuneration</b>	Total cost to UNSW of all fixed remuneration and benefits payable to the Employee including Full Annual Salary and superannuation but not including any incentive or bonus payments
(z)	<b>Union</b>	<p>Any of the following registered organisations of Employees as covered by this Agreement.</p> <ul style="list-style-type: none"> <li>• the Community and Public Sector Union (SPSF Group), NSW Branch (CPSU NSW); and</li> <li>• the National Tertiary Education Industry Union (NTEU); and</li> <li>• the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union (AMWU).</li> </ul>
(aa)	<b>UNSW</b>	The University of New South Wales.

#### 4.0 COMMENCEMENT AND DURATION

- (a) This Agreement will operate seven days after it is approved by the FWC and will nominally expire on 31 July 2026.
- (b) The parties to this Agreement agree to commence negotiations for a replacement enterprise agreement within one month of the nominal expiry date.

## **5.0 COVERAGE AND APPLICATION**

### **5.1 Coverage**

- (a) This Agreement covers:
  - (i) UNSW; and
  - (ii) all Employees employed by UNSW, except for those Employees and persons excluded by subclause 5.2(a) below; and
  - (iii) each of the Unions (if the FWC notes in accordance with section 201(2) of the Act that the Agreement covers the organisation).

### **5.2 Exclusions from Coverage**

- (a) This Agreement does not cover:
  - (i) academic staff employed by UNSW;
  - (ii) a person employed as a fellow at UNSW's Colleges;
  - (iii) a person engaged by UNSW as a trainee or a cadet to undertake a structured program of paid work and/or training pursuant to a training or similar agreement provided by a State or Federal authority; and
  - (iv) a person engaged by UNSW under the Supported Wage System (SWS) in a supernumerary and temporary position and who is unable to perform the range of duties to the competence level required within the class of work for which an Employee is engaged under this Agreement because of the effects of a disability on their productive capacity.

### **5.3 Interpretation**

- (a) This Agreement rescinds and replaces *The University of New South Wales (Professional Staff) Enterprise Agreement 2018* and operates to the exclusion of any modern award that would otherwise apply.
- (b) Notwithstanding clause 5.3(a) above, if prior to the operation of this Agreement, proceedings have been commenced under clause 10.0 – Dispute Resolution Procedure, clause 29.0 – Managing Change in the Workplace, clause 34.0 – Management of Unsatisfactory Performance or clause 35.0 – Management of Misconduct or Serious Misconduct of the *University of New South Wales (Professional Staff) Enterprise Agreement 2018*, then UNSW will continue such proceedings to completion in accordance with the procedures prescribed in each such clause.
- (c) This Agreement will be read and interpreted in conjunction with the NES. Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.
- (d) 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.
- (e) For the purposes of this Agreement, words used in the singular include words in the plural and vice versa, unless the context otherwise applies.
- (f) The shift penalties and loadings (howsoever described) provided for in this Agreement (except for any casual loading) will be applied using the substitution method, that is where more than one shift penalty or loading applies only the one that provides employees with the greatest benefit will be paid.

## **6.0 EMPLOYEE REPRESENTATION**

An Employee may be represented by their Employee Representative for any matter or process in this Agreement.

## **7.0 ACCESSIBILITY**

A copy of this Agreement will be placed on UNSW's HR website and be available for inspection upon request by any Employee.

## **8.0 UNIVERSITY POLICIES**

(a) UNSW will:

- (i) develop and maintain a range of policies, procedures and guidelines on human resources matters; and
- (ii) consult with Employees (and the Unions), as part of UNSW's general consultation processes, on any policies, procedures and guidelines developed or reviewed during the life of this Agreement that have a significant and substantial impact on Employees.

(b) The dispute resolution procedures of this Agreement do not apply to disputes arising from the application of UNSW policies, procedures and guidelines.

(c) Nothing in this Agreement will be taken as incorporating as a term of this Agreement any UNSW policy, procedure or guideline.

(d) For the avoidance of doubt, in the event of direct conflict between this Agreement and a UNSW policy, the terms of this Agreement will prevail.

## **9.0 INTELLECTUAL FREEDOM**

(a) The parties covered by the Agreement will uphold the principle and practice of intellectual freedom in accordance with the highest ethical, professional and legal standards.

(b) All Employees are entitled to exercise intellectual freedom in accordance with and subject to this clause 9.0 in its entirety. Such an exercise of intellectual freedom is not misconduct or serious misconduct under the provisions of this Agreement or under any UNSW policy, procedure or Code of Conduct, or the contract of employment.

(c) UNSW recognises intellectual freedom which entails the right of an Employee to:

- (i) contribute to the decision-making processes and structures of the University; including the right to express opinions about the operations of the University and higher education policy more generally;
- (ii) participate in public debates and express opinions about issues and ideas and about the University or higher education issues more generally;
- (iii) participate in professional and representative bodies, including unions, and engage in community service;
- (iv) express their personal views (whilst making it clear that their views are not those of UNSW),

without fear of harassment, intimidation or unfair treatment.

- (d) In exercising intellectual freedom Employees must:
- (i) respect the rights of others to express and exchange views;
  - (ii) not engage in bullying, harassment or vilification, or unlawful discrimination;
  - (iii) not use lawful speech which a reasonable person would regard, in the circumstances, as likely to humiliate or intimidate other persons; or
  - (iv) not breach an employee's obligations:
    - (A) regarding confidentiality of:
      - (1) "personal information" (within the meaning of applicable privacy legislation) of other employees, students, and/or third parties, including but not limited to personal information provided as part of a complaint or investigation process;
      - (2) commercial in confidence information;
      - (3) information, the disclosure of which would breach the University's obligations to third parties;
      - (4) information, the disclosure of which would breach the University's intellectual property rights and obligations or which would prejudice the University's ability to obtain intellectual property rights in respect of its discoveries or inventions, including patent protections;
    - (B) regarding health and safety;
    - (C) to comply with regulatory requirements (e.g. ethics, research integrity, accreditation requirements); or
    - (D) to comply with any reasonably proportionate direction given by UNSW requiring confidentiality to be maintained where the direction is given to protect the integrity of a formal investigation or disciplinary process. The direction may include keeping confidential the existence of such a process where this is reasonably necessary in the circumstances.
- (e) This clause 9.0 does not prevent UNSW from assessing an Employee's quality of work, for example, at probation and performance discussions.

## **10.0 DISPUTE RESOLUTION PROCEDURE**

- (a) This dispute resolution procedure must be followed to resolve a dispute about the interpretation, application or operation of any provision of this Agreement or in relation to the NES.
- (b) A reference to an Employee in this clause may include more than one Employee.

### **10.1 Notification of Dispute**

An Employee, or the Union, must notify the Chief Human Resources Officer, in writing, of the dispute (**Dispute Notification**). The Dispute Notification must include details of the dispute and the resolution sought.

### **10.2 First Dispute Meeting**



- (a) The Employee or the Union, and representatives of UNSW will meet within five working days of the Dispute Notification to try to resolve the dispute, unless the parties agree in writing to a different timeframe.
- (b) The meeting held pursuant to subclause 10.2(a) is referred to in this clause 10.0 as the First Dispute Meeting.

**10.3 Second Dispute Meeting**

- (a) If the dispute is not resolved at the First Dispute Meeting and the Employee or the Union wishes to proceed with the dispute, the Employee or the Union must, within five working days of the day of the First Dispute Meeting, submit a written notice to the Chief Human Resources Officer requesting a second dispute meeting (**Second Dispute Meeting Notification**). The Second Dispute Meeting Notification must include details of the dispute and the resolution sought.
- (b) The Employee or the Union and representatives of UNSW, will meet within five working days of the Second Dispute Meeting Notification to try to resolve the dispute, unless the parties agree in writing to:
  - (i) a different timeframe; or
  - (ii) to immediately refer the dispute to the FWC.
- (c) The meeting held pursuant to subclause 10.3(b) is referred to in this clause 10.0 as the Second Dispute Meeting.

**10.4 Referral of Dispute to the FWC**

- (a) If the dispute is not resolved following the Second Dispute Meeting, the dispute may be referred by any party to the dispute to the FWC for resolution by conciliation.
- (b) If conciliation is unsuccessful, any party to the dispute may make an application to the FWC for arbitration of the dispute. If such an application is made, the FWC may exercise any of its powers under the Act. The decision of the FWC will be implemented by the parties, subject to either party exercising a right of appeal against a decision of the FWC.

**10.5 General**

- (a) While the dispute resolution procedures referred to in subclauses 10.2 and 10.3 are being conducted, UNSW will not change work, duties, staffing or organisation of work which is the subject of the dispute.
- (b) Subclause 10.6 (a) does not apply where the matter in dispute is related to the following clauses:

Clause 30.7	Redeployment and Redundancy
Clause 32.0	Probation
Clause 35.0	Management of Unsatisfactory Performance
Clause 36.0	Management of Misconduct or Serious Misconduct

## PART B – PAY AND RELATED MATTERS

**11.0 ANNUAL BASE SALARY AND HOURLY BASE RATES OF PAY**

**11.1 General**

- (a) The total minimum Annual Base Salaries and Hourly Base Rates of Pay for Employees, are

set out in Schedule 1 (Base Rates of Pay) and Schedule 2 (Rates of Pay Incorporating Casual Loading).

- (b) The Annual Base Salaries in Schedule 1 are Annual Base Salaries for Full-time Employees. The portion of the applicable Annual Base Salary payable to a Part-time Employee will be calculated on a pro-rata basis relevant to the equivalent full-time position as agreed in their contract of employment as varied from time to time.

### 11.2 Increases to Annual Base Salaries and Hourly Base Rates of Pay

The rates of pay set out in Schedules 1 and 2, and the allowances paid under Schedule 3, incorporate the 1% administrative increase provided by UNSW since the expiry of *The University of New South Wales (Professional Staff) Enterprise Agreement 2018* as well as the following increases:

Rate of Increase	Increase payable from first full pay period on or after
6%	Date Agreement commences operation
3.5%	1 July 2024
3.5%	1 July 2025
4%	1 July 2026

### 11.3 Apprentices

- (a) An Employee who is indentured as an apprentice will be paid an Annual Base Salary in accordance with the following percentages of the Hourly Base Rate of Pay 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 Set-Off of Outstanding Payments

If an Employee owes UNSW money arising from their employment at the time their employment ends, UNSW will, to the extent permissible by law, set-off against and deduct any amounts owing against any amounts payable to the Employee, including any unpaid Full Annual Salary, allowances, shift penalties, accrued, but untaken annual leave or any other benefits owing to the Employee on termination.

## 12.0 ALLOWANCES

The Annual Base Salaries and Hourly Base Rates of Pay contained in Schedule 1 and Schedule 2 include all prescribed allowances, other than those specified in Schedule 3 and in subclauses 12.1 and 12.2 below.

### 12.1 Higher Duties Allowance

- (a) Subject to subclauses 12.1(b) and 12.1(c), an Employee (other than a Casual Employee),

who is appointed to perform temporarily all of the duties of a higher classified position and who performs all such duties during the appointment for a period of more than a week, will be paid an allowance equal to the difference between their Annual Base Salary and the minimum Annual Base Salary of the higher classified position for all the time during which the Employee performs such duties (**Higher Duties Allowance**).

- (b) 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.
- (c) The Higher Duties Allowance will not be payable unless the Employee performs the duties of the higher classified position for a period of more than one week or, in the case of an Employee to whom Category J (trades staff) of Schedule 4 applies, in excess of two consecutive working days.
- (d) The Higher Duties Allowance is not payable to an Employee whose position is designated as a “deputy” or equivalent of a more senior Employee, whose normal duties as specified by their job description include deputising for a more senior Employee, and who is deputising while the senior Employee is absent from duty or for periods of leave for up to four weeks.
- (e) An Employee who is appointed to perform a higher classified position for a continuous period, and who has performed the duties of the position for one month and received payment of one month’s Higher Duties Allowance, will be entitled to receive the Higher Duties Allowance in respect of any approved paid leave taken in the entirety of that period of higher duties.
- (f) An Employee who has been acting continuously in a higher classified position for a period in excess of 12 months and who retires, resigns or is retrenched by UNSW will receive payment for accrued leave entitlements at the higher rate of pay on termination of employment.
- (g) If an Employee in receipt of a Higher Duties Allowance works on a Public Holiday (as defined in clause 50.0), the relevant shift loading or overtime rate will be applied to the Higher Duties Allowance for time worked on that day. For clarity, the Higher Duties Allowance also continues to be payable for time off on a Public Holiday.

## **12.2 First Aid Allowance**

- (a) An Employee (other than a Casual Employee) appointed by UNSW as a first aid officer or a mental health first aid officer will receive a first aid allowance (as specified in Schedule 3).

## **13.0 SUPERANNUATION**

- (a) To the extent permitted by law, UniSuper will be the default fund for this Agreement (as it is a compliant fund that offers a MySuper product).
- (b) When providing a standard choice form to an Employee or prospective employee, UNSW will concurrently provide the Employee or prospective employee with access to information regarding UniSuper.
- (c) Employees may nominate a complying superannuation fund to which superannuation contributions will be paid. However, if an Employee does not nominate a complying superannuation fund or fails to do so within the prescribed time, UNSW will request details of any Stapled Super Fund from the Australian Taxation Office. If no details are returned UNSW will make contributions on that Employee’s behalf to UniSuper (the Default Super Fund).

- (d) UNSW will make the following employer superannuation contributions:

Employees other than Casual Employees	Employer superannuation contributions of 17% of ordinary time earnings (as defined in the <i>Superannuation Guarantee (Administration) Act 1992 (SGAA)</i> (as amended))
Casual Employees	Employer superannuation contributions in accordance with the SGAA (as amended)

- (e) Employees who are UniSuper Consultative Committee members will, subject to operational requirements, be allowed reasonable paid time during working hours to attend UniSuper Consultative Committee meetings and Roadshow events.
- (f) A continuing or Fixed-term Employee who is a UniSuper defined benefit member may request and UNSW may agree, that for periods of authorised leave without pay superannuation contributions continue for the duration of the leave. Any such requests must be in accordance with the UniSuper trust deed. Where agreed, the contributions will be fully funded by the staff member.
- (g) Subject to the rules of the Employee's superannuation fund, an Employee may elect to reduce their Employer superannuation contribution, and increase their salary by the same amount, provided that their superannuation contribution is not less than the Superannuation Guarantee Charge rate or alternatively the concessional contributions cap at all relevant times. An Employee may terminate or vary their election once per year.
- (h) Where a current Employee is an existing member of a Commonwealth or State superannuation scheme, or the Special Purposes Superannuation Scheme UNSW will make contributions in accordance with the relevant scheme and subclause 13.0(d) will not apply.

#### 14.0 SALARY SACRIFICING SCHEME

- (a) An Employee (other than a Casual Employee) may enter a written agreement with UNSW to receive a non-monetary benefit in lieu of payment of a portion of their Full Annual Salary, provided that the total value of the non-monetary benefit and the balance of the Full Annual Salary is no less than the Full Annual Salary the Employee would otherwise have received. This is referred to as a **salary sacrificing agreement**.
- (b) An Employee may withdraw from the salary sacrificing agreement by giving UNSW at least eight weeks' written notice.
- (c) Other than as set out in subclause 14.0(d), if a salary sacrificing agreement is made, payment of any entitlements owing to the Employee under this Agreement which are calculated by reference to the Employee's Full Rate of Pay or Full Annual Salary, will be calculated by reference to the Employee's Full Rate of Pay or Full Annual Salary as adjusted under the salary sacrificing agreement.
- (d) Payment of any amounts owing to an Employee on termination of employment will be calculated and paid in the same way that they would have been had the Employee not entered into the salary sacrificing agreement.

#### 15.0 EQUALISATION OF FULL ANNUAL SALARY

- (a) Equalisation of salary is a flexible payment of salary arrangement, available in particular, but

not exclusively, to an Employee working in academic teaching periods, which allows their total annual hours of employment to be equalised and paid over the entire calendar year.

- (b) An Employee and UNSW may agree to an arrangement whereby the Employee's Full Annual Salary is 'equalised' 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 the Employee would otherwise have been entitled on the same proportion as in subclause 15.0(b) above.

## PART C - EMPLOYMENT ARRANGEMENTS

### 16.0 CATEGORIES OF EMPLOYMENT

- (a) UNSW will employ Employees in one or more of the following types of employment:

Clause 17.0	Continuing Employment
Clause 18.0	Continuing (Contingent Funded Research) Employment
Clause 19.0	Fixed-Term Employment
Clause 20.0	Casual Employment

- (b) While Continuing Employment is the primary type of employment for Employees under this Agreement, the employment of Employees on a Fixed-Term or Casual basis is necessary to support UNSW to carry out its work flexibly or for a specified task or period.
- (c) To avoid doubt, nothing in this clause prevents an Employee who is employed in a position on the basis of Continuing Employment or Fixed-term Employment from entering into Casual Employment to perform additional work as a Casual Employee with UNSW or with another employer in work unrelated to, or identifiably separate from, the Employee's normal duties with UNSW, provided that there is no conflict of interest with any such additional work and the Employee's performance of their normal duties is not adversely affected.
- (d) An Employee employed on the basis of Continuing Employment or Fixed-Term employment may be employed as a Full-time Employee or a Part-time Employee.
- (e) All entitlements of a Part-time Employee will be paid on a pro-rata basis calculated by reference to the ordinary hours worked as a proportion of the weekly ordinary hours for a Full-time Employee.

### 17.0 CONTINUING EMPLOYMENT

- (a) The employment of an Employee will be Continuing Employment, unless the Employee is employed as a Fixed-term Employee or Casual Employee.
- (b) Notwithstanding subclause 17.0(a), UNSW may employ an Employee in Continuing (Contingent Funded Research) Employment on a Full-time or Part-time basis in accordance with the terms of this Agreement.

## 18.0 CONTINUING (CONTINGENT FUNDED RESEARCH) EMPLOYMENT

### 18.1 Definitions

In this clause 18.0, the following terms have the following meanings:

	<b>Term</b>	<b>Meaning</b>
(a)	<b>CCFRC</b>	A contract of employment with UNSW to perform predominantly or exclusively contingent funded research or work related to contingent funded research
(b)	<b>Contingent Funded Research</b>	Research funded by limited term funding from external sources, but not funded through an operating grant from Government or payment of fees made by or on behalf of students

### 18.2 Eligibility

- (a) An Employee performing work related to contingent funded research may apply for a CCFRC if the Employee:
- (i) is employed for at least one day (0.2 FTE) per week or more;
  - (ii) has been employed as a Fixed-term Employee for a period of three years or more, and whose fixed-term employment UNSW intends to renew; and
  - (iii) was employed through a competitive and merit selection process.
- (b) UNSW may, in its absolute discretion, offer an Employee a CCFRC, even if all of the above criteria are not satisfied.
- (c) Applications must be made in writing to UNSW and UNSW will advise the Employee in writing of the outcome within 30 days of receiving the application. UNSW may refuse an application on reasonable grounds. Reasonable grounds include:
- (i) the criteria in clause 18.2(a) are not satisfied;
  - (ii) that there is a reasonable basis to believe that there will not be sufficient revenue or funding available to provide continuing support for the Employee's employment beyond a further three year period;
  - (iii) the Employee is performing work which is predominantly related to discontinued or discontinuing programs, or a disciplinary area that is not being actively pursued by UNSW;
  - (iv) the Employee's performance has been assessed and found not to be at least satisfactory;
  - (v) the Employee does not have sufficiently transferable skills that would reasonably enable UNSW to redeploy the Employee to another position within UNSW at the end of the existing research grant; or
  - (vi) the Employee is a student, and their status as a student was the primary reason for their appointment.

### 18.3 Conditions

- (a) Subject to subclause 18.3(b) below, an Employee employed on a CCFRC will receive the same entitlements as Continuing Employment Employees, including superannuation.
- (b) The following provisions do not apply to an Employee on a CCFRC:

- (i) where funding for the continuation of a CCFRC position ceases, the severance and redundancy provisions of the following clause 30.0 Managing Change in the Workplace – in respect of the position in which the employee is employed; and
- (ii) subclauses to 19.2 to 19.5 – Fixed Term Employment.

#### **18.4 Measures to Avoid Termination**

- (a) This subclause 18.4 applies to an Employee employed on a CCFRC where the funding that supports the Employee's CCFRC ceases.
- (b) UNSW may:
  - (i) transfer the Employee to another equivalent position; or
  - (ii) at the discretion of the relevant senior manager, employ the Employee using other available funding, where:
    - (A) the use of such funding is for a limited period; and
    - (B) the Faculty or Division has a reasonable expectation that alternative research funding or a continuing appointment will become available.
- (c) If, during the notice period specified in subclause 18.6, the funding for the CCFRC position is renewed, the notice period ceases to apply and employment continues.
- (d) If an application for renewal of the funding for the CCFRC position is still pending, then by mutual agreement:
  - (i) the period of employment may continue for any period of:
    - (A) paid accrued annual leave and/or long service leave; and thereafter
    - (B) unpaid leave, provided that the aggregate period of paid and unpaid leave will not be more than 12 weeks; or
  - (ii) if the employment has ceased, payment of severance and payment in lieu of notice as applicable may be delayed for up to 12 weeks to facilitate continuation of service. If the funding for the position is renewed, the Employee's employment will recommence and there will be no entitlement to severance pay or payment in lieu of notice. The period from cessation of employment to commencement of employment will not break continuity of service, but will not count as service.

#### **18.5 Termination of CCFRC Employment**

- (a) An Employee's employment on the terms of a CCFRC may be terminated at any time in accordance with clause 32.0 (Probation) or the disciplinary provisions in clauses 35.0 (Management of Unsatisfactory Performance) and 36.0 (Management of Misconduct or Serious Misconduct), or if either of the following applies:
  - (i) the funding that supports the position ceases or is insufficient; or
  - (ii) the inherent nature of the work required has changed significantly and the skills and experience of the Employee will not enable them to complete the requirements of the position.
- (b) If the alternatives to termination under subclause 18.4 are not reasonably practicable, and an Employee's CCFRC is terminated under either subclauses 18.5(a)(i) or (a)(ii), then the Employee will be provided with notice and receive a severance payment under subclause 18.6.



## 18.6 Notice Periods and Severance

- (a) If an Employee's CCFRC employment is terminated pursuant to subclause 18.5(a)(i) or 18.5(a)(ii), the Employee will be provided with a minimum of four weeks' notice of termination, or five weeks if the Employee is over 45 years of age, which UNSW may pay out in lieu of notice.
- (b) Subject to subclause 18.6(d), if an Employee's CCFRC employment is terminated under subclause 18.5(a)(i) or 18.5(a)(ii), the Employee will be paid a severance payment in accordance with the following table:

Length of Continuous Service	Severance payment*
1 year but less than 2 years	4 weeks' pay
2 years but less than 3 years	6 weeks' pay
3 years but less than 4 years	7 weeks' pay
4 years but less than 5 years	8 weeks' pay
5 years but less than 6 years	10 weeks' pay
6 years but less than 7 years	11 weeks' pay
7 years but less than 8 years	13 weeks' pay
8 years but less than 9 years	14 weeks' pay
9 years but less than 10 years	16 weeks' pay
10 years but less than 12 years	20 weeks' pay
12 years but less than 15 years	24 weeks' pay
15 years or more	30 weeks' pay

\*'week's pay' is calculated as follows: Employee's Annual Base Salary ÷ 52.

- (c) Any Fixed-term Employment in the same School or Research Centre held by the Employee prior to the Employee commencing employment on a CCFRC will be included for the purposes of calculating the length of Continuous Service under subclause 18.6(b). Subject to applicable laws, other Fixed-term Employment or periods of continuing or casual employment with UNSW or with another university will not be counted for this purpose.
- (d) An Employee is not entitled to severance pay under subclause 18.6(b) above if:
- (i) the Employee has resigned or accepted further employment within UNSW without the loss of accrued entitlements;
  - (ii) the Employee has declined an offer of comparable alternative employment with UNSW;
  - (iii) the Employee has accepted or declined (or has confirmed they will not accept) an offer of comparable alternative employment with another employer in connection with the transfer of a UNSW research centre to the other employer; or
  - (iv) UNSW obtains an offer of acceptable alternative employment for the Employee.

## **19.0 FIXED-TERM EMPLOYMENT**

### **19.1 General Conditions Applying to Fixed-Term Employment**

- (a) A contract for Fixed-term Employment will specify the start and end dates of the employment (or, in lieu of an end date, the circumstances or contingency related to a specific task or project, the occurrence of which means the term of the employment will end).
- (b) UNSW can only terminate Fixed-term Employment before the expiry of the fixed-term contract if:
  - (i) the position held by an Employee is made redundant in accordance with clause 30.0 (Managing Change in the Workplace);
  - (ii) the employment is terminated:
    - (A) during a probationary period in accordance with clause 32.0 (Probation);
    - (B) in accordance with clause 35.0 (Management of Unsatisfactory Performance);
    - (C) in accordance with clause 36.0 (Management of Misconduct or Serious Misconduct); or
  - (iii) the Employee receives Total Fixed Remuneration of more than \$220,000, in which case the employment may be terminated in accordance with applicable laws.
- (c) Where the employment of a Fixed-term Employee ends:
  - (i) during the fixed-term due to redundancy in accordance with clause 30.0 (Managing Change in the Workplace), the Fixed-term Employee will be entitled to the payments in subclause 30.7 (Redeployment and Retrenchment) subject to and in accordance with that subclause; or
  - (ii) at the end of the fixed term, the Fixed-term Employee is, subject to subclause 19.3, entitled to a Severance Payment in accordance with either subclause 19.4 or 19.5, as applicable.
- (d) The terms and conditions of this Agreement apply to a Fixed-term Employee in the same way that they apply to a Continuing Employee other than where this Agreement expressly provides otherwise.

### **19.2 Period of Notice – Renewal or Non-Renewal of Employment**

- (a) UNSW will provide a Fixed-term Employee with written notice (including by email) of its intention to renew, or not renew, employment with UNSW at least four weeks before the end of the contract, subject to subclauses 19.2(b) and 19.2(c) below.
- (b) Notice is not required to be given by UNSW to a Fixed-term Employee before the expiry of their Fixed-Term Employment if their contract is either:
  - (i) a pre-retirement or post-retirement contract (the latter being a fixed-term employment contract entered into by UNSW with a person who has retired from UNSW or other employer); or
  - (ii) a fixed-term contract of six months or less.
- (c) Where, because of circumstances relating to the provision of specific funding to support employment, external to UNSW and beyond its control, UNSW is not reasonably able to give the notice required by subclause 19.2(a), UNSW will be taken to have complied with the notice requirements in subclause 19.2(a) if UNSW:

- (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.

**19.3 Severance Payment - No Entitlement**

- (a) A Severance Payment is not payable to an Employee where:
- (i) the Employee was employed on a first fixed-term employment contract and the position is of a type described in subclause 19.4(b), unless the same or substantially similar position continues to be required but another person has been appointed, or is to be appointed, to that position;
  - (ii) the Employee was employed to replace another Employee on leave or secondment from the workplace;
  - (iii) the Employee was employed on a pre-retirement or post-retirement employment contract (as described in subclause 19.2(b)(i));
  - (iv) the Employee held a position that is one specifically designated for UNSW students;
  - (v) the Employee held a senior management position classified at Level 10 or above; or
  - (vi) the Employee’s employment is terminated for redundancy in accordance with clause 30.0 in which case the Employee will be entitled to redundancy pay in accordance with that clause.

**19.4 Severance Payment - Entitlement for Specific Task or Project, Research–Only or Externally Funded Fixed-Term Employees**

- (a) Subject to subclauses 19.3 and 19.4(b), a Fixed-term Employee will be entitled to an additional termination payment in accordance with the Severance Payment Scale in subclause 19.4(c), where the Fixed-term Employee:
- (i) is an eligible employee and is, when the Fixed-term Employment ends, employed on a first Fixed-term Employment contract and their position, or a substantially similar position, continues to be required but another person has been appointed, or is to be appointed, to that position; or
  - (ii) is, when the Fixed-term Employment ends, employed on a second (or subsequent) Fixed-term Employment contract.
- (b) For the purpose of subclause 19.4(a), an **eligible employee** is a Fixed-term Employee employed in any of the following:
- (i) a position funded from an identifiable source or sources external to UNSW, 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;
  - (ii) a research-only position; or
  - (iii) a position that is for a specific task or project.

(c) Severance Payment Pay Scale:

<b>Length of Continuous Service</b>	<b>Severance Payment*</b>
Up to 1 year	No payment
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

\*Week's pay is calculated as follows: Employee's Annual Base Salary ÷ 52.

### 19.5 Severance Payment Entitlement - Other Fixed-Term Employment

Subject to subclause 19.3 and 19.6, a Fixed-term Employee (other than a Fixed-term Employee to whom subclause 19.4 applies) will be entitled to a Severance Payment in accordance with the following table:

Length of Continuous Service	Severance Payment*
Up to 3 years	No payment
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

\*Week's pay is calculated as follows: Employee's Annual Base Salary ÷ 52.

### 19.6 Acceptable Alternative Employment

A Severance Payment under subclauses 19.4 or 19.5 will not be payable to a Fixed-term Employee where UNSW obtains acceptable alternative employment for an Employee and makes an application to the FWC to have the Severance Payment varied or waived.

### 19.7 Other Matters

- (a) An Employee, who is entitled to a Severance Payment under subclause 19.5 and who has completed between five and ten years of Continuous Service with UNSW, is entitled to payment of long service leave, on a pro rata basis, in accordance with clause 39.0 (Long Service Leave).
- (b) For the purposes of calculating an Employee's entitlement to a Severance Payment under subclauses 19.4 and 19.5:
  - (i) 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; and
  - (ii) periods of Continuing Employment or Casual Employment prior to commencing Fixed-Term Employment, or approved unpaid leave, do not count as service.
- (c) Where UNSW advises a Fixed-term Employee in writing that further employment may be offered within six weeks of the expiry of a period of fixed-term employment, UNSW may defer payment of a Severance Payment for up to four weeks from the expiry of the period of Fixed-term employment.

### 19.8 Fixed Term Employment Conversion

- (a) An Employee:

- (i) who has had two years continuous Fixed-term Employment may apply for Continuing Employment in the same or a substantially similar position provided the conditions set out in 19.8(c) are met (**Conversion Application**); and
  - (ii) who has had three years' continuous Fixed-term Employment will be granted Continuing Employment in the same or a substantially similar position provided the conditions set out in 19.8(c) are met.
- (b) Continuous Fixed-term Employment for the purposes of clause 19.8(a) may include employment on one or more consecutive fixed-term appointments and must be in the same or similar and identically classified positions in the same work unit or equivalent.
- (c) A Conversion Application cannot be made under clause 19.8(a)(i), and UNSW will not be required to offer Continuing Employment under 19.8(a)(ii), where:
- (i) the Fixed-term Employment is:
    - (A) to work in a research only role for a term of up to five years;
    - (B) to replace another Employee for a specific period;
    - (C) a pre-retirement contract;
  - (ii) the Fixed-term Employee is:
    - (A) a former employee who has been re-employed by UNSW despite their prior employment with UNSW ending due to retirement and their having accessed their superannuation benefits; and
    - (B) an enrolled student engaged to perform work within the student's academic unit or an associated research unit of that academic unit.
  - (iii) the Employee has not met the performance expectations of UNSW; or
  - (iv) where UNSW determines that there is no ongoing need or funding for the position, or a substantially similar position.
- (d) UNSW will, within 30 days of the date of receipt of the Conversion Application, advise the Employee of the outcome of the Conversion Application and, if the Conversion Application is declined, give reasons for the decision.
- (e) Notwithstanding anything in this subclause 19.8, UNSW may, at its discretion, make an offer to convert a Fixed-term Employee to Continuing Employment, at any time.
- (f) Where UNSW makes a new offer of Fixed-term Employment after the commencement of this Agreement, it will inform the Employee of their right to make a Conversion Application under this Agreement.

## 20.0 CASUAL EMPLOYMENT

### 20.1 General

- (a) Clause 20.0 sets out the entitlements and rates of pay for Casual Employees, subject to any other term of the Agreement which expressly references Casual Employees.
- (b) In this clause 20.0, the following terms have the following meanings:

	<b>Term</b>	<b>Meaning</b>
(ii)	<b>Regular and Systematic</b>	Employment of a Casual Employee on a regular and systematic basis in the same or a substantially similar

	<b>Term</b>	<b>Meaning</b>
	<b>Employment</b>	position in the same work unit.
(iii)	<b>work unit</b>	An organisational unit with control over the appointment and deployment of Casual Employees within that unit.

- (c) Subject to subclause 20.2, a Casual Employee will be paid:
- (i) the applicable Hourly Base Rate of Pay; and
  - (ii) a 25% casual loading on the Hourly Base Rate of Pay.
- UNSW may comply with this obligation by paying a higher rate of pay (as specified in Schedule 2 which incorporates the casual loading).
- (d) The following minimum engagement periods will apply in respect of any casual engagement:
- (i) where a Casual Employee is offered an engagement on any day, without a period of engagement being specified, and such offer is accepted, UNSW will not terminate that engagement before the expiry of three hours; or
  - (ii) where a Casual Employee is offered an engagement for an agreed period on any day and such offer is accepted, UNSW will not terminate that engagement before the expiry of that agreed period or three hours, whichever is the lesser.
- (e) 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 type of duty required, and a statement that any additional duties required will be paid for.
- (f) Periods of casual employment with UNSW 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. This does not prevent a Casual Employee from being entitled to long service leave in accordance with this Agreement and applicable legislation.

## **20.2 Casual Employees – Overtime and Shift Work**

- (a) A Casual Employee who works in excess of 10 hours on any day is entitled to payment for those excess (overtime) hours calculated at:
- (i) the applicable overtime rate specified in subclause 28.2(a); plus
  - (ii) the 25% Casual Loading applied to the Hourly Base Rate of Pay.
- (b) A Casual Employee who is engaged to perform shiftwork is entitled to payment for each rostered (ordinary hours) shift calculated at:
- (i) the Hourly Base Rate of Pay; plus
  - (ii) any applicable shift loading as specified in Schedule 6 applied to Hourly Base Rate of Pay; plus
  - (iii) the 25% casual loading applied to the Hourly Base Rate of Pay.
- (c) A Casual Employee may also receive payment of an Indigenous Language Allowance in accordance with clause 54.0.
- (d) UNSW will make employer superannuation contributions on behalf of a Casual Employee in accordance with clause 13.0.

## **20.3 Casual Conversion**

- (a) A Casual Employee is eligible to apply for conversion if their employment was Regular and Systematic Employment:
  - (i) in the 24 months immediately prior to making the application; or
  - (ii) in the 12 months immediately prior to making the application, and:
    - (A) in the case of a Casual Employee applying for conversion to 35 hour week full-time employment, the Employee has worked at least an average of 17.5 hours per week during the relevant 12 month period; or
    - (B) in the case of a Casual Employee applying for conversion to 38 hour week full-time employment, the Employee has worked at least an average of 19 hours per week during the relevant 12 month period.
- (b) For the purposes of this subclause 20.3 occasional and short term work performed by the Employee in another classification, job or work unit will not:
  - (i) affect the Employee's eligibility for conversion; or
  - (ii) be included in determining whether the Employee meets or does not meet the eligibility requirements.
- (c) An application for conversion must be made in writing. UNSW will take reasonable steps from time to time to inform Casual Employees that they may have a right to apply for conversion under this subclause 20.3.
- (d) UNSW must determine an application for conversion either by:
  - (i) offering conversion to Continuing or Fixed-term Employment; or
  - (ii) rejecting the application, in which case it must give the Casual Employee written reasons for its decision.
- (e) UNSW may only refuse an application for conversion on reasonable grounds which include, but are not limited to, the following:
  - (i) the Casual Employee is a student, or has recently been a student, other than where their status as a student is irrelevant to their engagement and the work required;
  - (ii) the Casual Employee is a genuine retiree;
  - (iii) the Casual 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 Casual Employee has a primary occupation with UNSW or elsewhere, either as an employee or as a self-employed person;
  - (v) the Casual 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.
- (f) An offer of conversion will indicate the hours and pattern of work which, subject to due consideration of UNSW 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) A Casual 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 on the ground set out in 20.3(e)(iii) above; and



- (ii) that ground ceased to apply.

#### **20.4 Secure Employment Opportunities for UNSW Casuals**

- (a) UNSW recognises the benefits of providing Casual Employees with secure employment and career path opportunities.
- (b) By the nominal expiry date of this Agreement UNSW will, in relation to a total of at least 90 FTE positions (which equates to at least 20% of the 2021 casual professional workforce), either:
  - (i) convert, or offer to convert, the employment of an incumbent Existing Casual Employee; or
  - (ii) make an offer of Employment to an Existing Casual Employee; or
  - (iii) advertise the position(s) to Existing Casual Employees and attempt to fill them from this cohort for a period of at least two weeks prior to any decision to advertise and recruit more generally.
- (c) The 90 FTE positions may be either Continuing Employment or Continuing (Contingent Funded Research) Employment, and at least 30 FTE of them (one third) will be Continuing Employment.
- (d) For the purpose of this clause 20.4, the term 'Existing Casual Employee' includes any Casual Employee who has completed paid work for UNSW in the preceding 12 months.
- (e) UNSW will make steady progress to implement subclause 20.4(b) during the nominal term of the Agreement. UNSW will, on an annual basis, provide the Unions with an update on progress achieved.
- (f) Within three months of the commencement of this Agreement and in each year of the Agreement's nominal term, UNSW will write to all Casual Employees and inform them about secure work opportunities under this clause 20.4, clause 20.3 (Casual Conversion) and the NES.

#### **21.0 JOB EVALUATION AND BROADBANDED POSITIONS**

##### **21.1 Job Evaluation**

- (a) In evaluating the classifications for positions covered by Levels 1 to 9 of this Agreement, UNSW will use:
  - (i) the UNSW Classification Descriptors referred to in Schedule 9 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 or details of the skills, qualifications and experience required to perform the duties of the position.
- (b) The classification of all positions will be determined by UNSW in accordance with subclause 21.1(a) above. All Employees who perform job evaluation or assess re-evaluation applications or both are required to be appropriately trained in the UNSW Classification descriptors outlined in Schedule 9 and in job evaluation.

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

- (a) An application for re-evaluation of a position may be made by the Employee holding the position or by their Supervisor. Where the relevant Supervisor requests the re-evaluation of a position, the Employee who holds the relevant position will be advised of this.

- (b) Prior to making an application for re-evaluation, an Employee may request that their Supervisor provide them with a current position description or other written description of their current position that can be used for the purposes of the job evaluation.
- (c) Unless exceptional circumstances exist, position re-evaluations will be completed, and the Employee will be advised of the outcome, within 8 weeks from the date the application and supporting documentation is received by Human Resources.
- (d) An Employee who submits an application for a re-evaluation of their position will not be able to make a further application for a re-evaluation of their position until a period of 12 months has elapsed.
- (e) Where an existing position is re-evaluated to a higher level, the effective date of the re-evaluation will be the date of submission of the application for re-evaluation to UNSW, unless UNSW determines that the position changed from an identifiable earlier date.
- (f) Where a decision is made not to reclassify a position, UNSW will, if requested by the relevant Employee in writing:
  - (i) provide the Employee with written reasons for the decision; or
  - (ii) meet with the Employee to discuss the outcome of the re-evaluation within a reasonable period following the decision being made.
- (g) Without limiting UNSW's ability to make changes to a position under clause 30.0 (Managing Change in the Workplace), an application for re-evaluation under subclause 21.2(a) will only result in a position being reclassified to a higher level or there being no change to the current level.

### **21.3 Broadbanded Positions**

- (a) Broadbanding involves the classification of a position across two or more classification levels in the UNSW Classification Descriptors.
- (b) 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 5.
- (c) The position description for a broadbanded position will include a description of:
  - (i) the range of duties 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.
- (d) Subject to subclause 21.3(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.
- (e) An Employee appointed to a broadbanded position at the lower classification will only progress to the higher classification where approved by UNSW.

## **PART D - HOURS OF WORK, SHIFT WORK AND OVERTIME**

### **22.0 ORDINARY HOURS**

- (a) The ordinary hours of work for Employees (other than Casual Employees, Part Time Employees or employees with a Shift Roster in accordance with clause 25.0) are set out in

Column B of Schedule 4 and are to be worked within the span of hours set out in Column C of Schedule 4 (Span of Hours).

- (b) A 38 hour per week Employee may change employment to 35 or 36 hours per week provided that:
- (i) one month's written notice is provided to UNSW;
  - (ii) the Employee will receive 35/38ths or 36/38ths of the Annual Base Salary and other employment conditions applying to a 38 hour per week Employee;
  - (iii) the proposed change does not adversely affect UNSW's operational requirements; and
  - (iv) the Employee may only revert back to 38 hours per week with the approval of UNSW.

## 23.0 SPAN OF HOURS

### 23.1 General

- (a) An Employee will receive their Base Hourly Rate of Pay for working any hours within the Span of Hours applicable to their position. They will also receive any shift loading (as specified in clause 26.0), or overtime penalties (as specified in clause 28.0) to which they are entitled under the terms of this Agreement.
- (b) An Employee will only be required to attend for duty to perform their ordinary hours of work:
- (i) once in a single day; and
  - (ii) not more than 5 out of 7 days,
- unless otherwise agreed between UNSW and the Employee.
- (c) An Employee performing audio visual technician and/or theatre technician and related duties or employed as an Instructor within the School of Aviation may be required to work a shift of up to 12 ordinary hours, provided that an average of 38 hours per week is worked over two weeks.

## 24.0 CHANGES TO THE ESTABLISHED PATTERN OF HOURS

- (a) In this clause 24.0, **established pattern of hours** means the pattern of hours worked by an Employee (other than Casual Employees or employees with a Shift Roster in accordance with clause 25.0) within their span of hours consistent with the custom and practice of the work unit.
- (b) Where UNSW intends to make changes to the established pattern of hours it will provide notice as follows:

Type of change to established pattern of hours	Period of Notice by UNSW
Temporary change	7 days' notice (or less if mutually agreed between the Employee and their Supervisor)
Permanent change	21 days' notice (or less if mutually agreed between the Employee and their Supervisor)

- (c) Any proposed change that gives rise to a dispute on the application of this clause 24.0,

including where an Employee's personal commitments are concerned, will be dealt with according to clause 10.0 (Dispute Resolution Procedure). 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 30.0 (Managing Change in the Workplace).

## **25.0 SHIFT ROSTERS**

- (a) Where an Employee is required to work according to a Shift Roster, the following arrangements will apply:
- (i) work rosters will be posted in a readily accessible place;
  - (ii) all rosters will indicate the commencement and cessation times of the ordinary hours of work of the respective shifts for each Employee;
  - (iii) subject to clause 25.0(a)(iv), changes or variations to Shift Rosters will be notified at least seven calendar days prior to becoming operative;
  - (iv) UNSW may change an Employee's rostered shifts at any time without notice to enable the functions of UNSW to be carried on:
    - (A) in the case of an emergency; or
    - (B) in circumstances where another Employee is absent from duty because of illness or for other reasons resulting in an unplanned absence.
- However, if such changes require an Employee to work on a day that the Employee was not rostered to work, the Employee will receive overtime for the hours worked at the applicable rate in subclause 28.2 or the equivalent time off in lieu on a mutually agreed day; and
- (v) Places in Shift Rosters may be interchanged by agreement between the Employees and UNSW, provided that UNSW will not incur additional shift or overtime penalties as a consequence of the interchange.

## **26.0 SHIFT PENALTIES**

- (a) An Employee who works according to a Shift Roster will be entitled to shift penalty rates as set out in Schedule 6.
- (b) In respect of each shift, the penalty rates payable under sections (a) and (b) of Schedule 6 are payable in addition to the Employee's Hourly Base Rate of Pay for that part of the shift which falls within the specified shift span (as defined in Schedule 6), and will not be paid for the part of the shift (if any) which falls outside the defined span or is paid as overtime.

## **27.0 MEAL AND OTHER BREAKS**

- (a) An Employee will not be required to work more than:
- (i) five hours; and
  - (ii) three hours' overtime beyond 6.00pm;
- without an unpaid meal break, which break will not count as time worked.
- (b) A meal break under clause 27.0(a) must be of at least 30 minutes duration but must not

exceed one hour unless a flexible work arrangement allows a longer period.

- (c) If an Employee is directed to work during their meal break, the time worked will count towards their ordinary working hours.
- (d) If UNSW has provided the Employee with a 30 minute paid meal break, subclause 27.0(a) does not apply.
- (e) An Employee occupying a trades position referred to in Category J of Schedule 4 and who is 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.
- (f) An Employee occupying a trades position referred to in Category J of Schedule 4 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 UNSW.

## **28.0 OVERTIME**

### **28.1 Reasonable Overtime**

- (a) Overtime is work that is performed at the direction of the Employee's Supervisor which is in excess of the weekly full time ordinary hours of work or contracted ordinary hours for part time employees.
- (b) UNSW may require an Employee to work reasonable overtime in which case the Employee will be paid the applicable rates prescribed in this Agreement.
- (c) An Employee may refuse to work overtime where the working of such overtime would result in the Employee working hours which are unreasonable having regard to:
  - (i) any risk to the Employee's health and safety;
  - (ii) the Employee's personal circumstances including any family responsibilities;
  - (iii) the notice (if any) given by UNSW of the overtime and the notice given by the Employee of their intention to refuse it; and
  - (iv) any other relevant matter.
- (d) Without limiting subclause 28.1(c), an Employee will not be required to work overtime if the Employee satisfies UNSW that they cannot work that overtime.
- (e) Wherever possible, an Employee will be given at least 48 hours of notice of the requirement to work overtime.

### **28.2 Overtime Rates**

- (a) Subject to subclause 28.2(b), each occasion of overtime will be calculated to the nearest quarter of an hour and paid as follows:

<b>Overtime Worked</b>		<b>Overtime Rate</b>
Monday to Saturday outside of ordinary or rostered hours of duty	First two hours	1½ times the Hourly Base Rate of Pay
	All hours thereafter	Double the Hourly Base Rate of Pay
Overtime worked on a Sunday		Double the Hourly Base Rate of Pay
Overtime worked on a public holiday		2½ times the Hourly Base Rate of Pay

- (b) If a Part-time Employee is directed by their Supervisor to work hours that exceed their contracted weekly hours:
- (i) those additional hours worked up to the maximum weekly ordinary hours for an equivalent full-time employee will be paid at the Hourly Base Rate of Pay and will attract a loading at the rate of 8.33% of the Hourly Base Rate of Pay (in lieu of annual leave); and
  - (ii) those additional hours worked by the Part-time Employee in the week that are in excess of the maximum weekly ordinary hours for an equivalent full-time employee (if any), will be paid at the applicable overtime rates in subclause 28.2(a).

### 28.3 Break after Overtime

- (a) Where an Employee is required by UNSW to work overtime, the Employee will be given a minimum break of 10 hours between the end of one period of duty and the beginning of the next, if reasonably practicable.
- (b) Where an Employee works overtime and does not have 10 consecutive hours off duty between the end of one period of duty and the start of ordinary hours duty, the Employee:
- (i) will continue to be paid at the overtime rate until released from duty; and
  - (ii) is entitled to delay starting their ordinary hours duty until a 10 hour break has been taken without any loss of pay or having to extend the ordinary hours duty.
- (c) Where an Employee (other than a an Employee employed by UNSW to work shifts) is required to replace an Employee employed by UNSW to work shifts, the arrangements provided for at subclauses 28.3(a) and 28.3(b) will apply as if 8 hours were substituted for 10 hours.

### 28.4 Minimum Overtime Payment

- (a) The following provisions regarding minimum overtime payments apply to overtime payable under subclause 28.2:

Type of Overtime		Min Payment
(i)	When overtime is worked immediately before or after the Employee's ordinary hours (including a reasonable meal break)	Nil
(ii)	Where an employee is instructed to report for overtime on a day when the employee would not have to work, and on reporting for duty finds that there is no work.	3 hours
(iii)	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
(iv)	All other overtime worked on a Sunday or a public holiday.	4 hours
(v)	Where an Employee is called back to work after leaving UNSW, provided that: <ul style="list-style-type: none"> <li>(i) each call stands alone; and</li> <li>(ii) this does not apply if it is customary for an Employee to</li> </ul>	4 hours

	return to UNSW 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.	
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**28.5 No Overtime Payment for Flexible Working Hours**

An Employee at Level 1 to 7 who has the permission of UNSW to work a flexible work arrangement and who works in excess or outside of their prescribed ordinary hours of work in a day or a week under that arrangement will not be paid overtime (or arrangements in lieu under subclause 28.7) for those excess hours worked, unless the Employee is directed by their manager or Supervisor to work overtime in accordance with clause 28.1(a).

**28.6 Overtime Barrier**

An Employee at Level 8 or above will not be entitled to the payment of overtime (or arrangements in lieu under subclause 28.7). UNSW may, in its discretion, approve payment of overtime or an arrangement for time off either in accordance with this Agreement or on another basis.

**28.7 Time off in lieu of Overtime Payment**

- (a) If an Employee works overtime and agrees with their manager to get time off in lieu of an overtime payment, UNSW may give the Employee paid time off work for a period equal to the period of overtime for which the Employee would otherwise have been paid. For example, four hours overtime worked at double time is equal to eight hours' time off in lieu of overtime payment.
- (b) The maximum number of hours of time in lieu that an Employee can accrue will be capped at the number of ordinary hours in the Employee's working week (35 or 38 hours). Where the Employee has worked hours of overtime in excess of the cap in this subclause, the hours exceeding the cap will be paid at the applicable overtime rates.
- (c) Time off in lieu must be taken at a mutually agreed time within the three months of the date on which the relevant overtime was worked. If time in lieu has not been taken within the three month period, the Employee will be paid for the overtime at the applicable rate. Where time in lieu has not been taken prior to the termination of the Employee's employment, UNSW will pay the Employee for the overtime hours that would have been payable on termination of employment.

**28.8 Exclusion of On Call Arrangements**

- (a) Clause 28.0 does not apply to overtime worked as part of an On Call arrangement under clause 29.0 of this Agreement.

**29.0 ON CALL ARRANGEMENTS**

**29.1 Definitions**

- (a) In this clause 29.0, the following terms have the following meanings:

	<b>Term</b>	<b>Meaning</b>
(a)	<b>On Call</b>	Where an Employee is contactable, and ready to perform work, within a reasonable period outside of their ordinary hours of work.

(b)	<b>Call Back</b>	Where an Employee who is On Call is required by UNSW to perform work activities (whether Virtual Work or work performed at any UNSW campus or site) outside of their ordinary hours of work.
(c)	<b>Virtual Work</b>	Where an Employee performs work by virtual means other than at any UNSW campus or site.

## 29.2 Application

- (a) This clause applies to all Employees, other than Casual Employees.
- (b) UNSW may implement superior arrangements in specific work units from time to time so long as those arrangements do not breach this Agreement.

## 29.3 Requirements of Employees On Call

- (a) UNSW may require or approve an Employee to be On Call.
- (b) Any On Call arrangement is subject to the operational requirements of UNSW and the nature of the position held by the Employee.
- (c) Where possible, an Employee will be given at least 48 hours of notice of the requirement to be On Call.
- (d) An Employee may refuse, and will not be required to be On Call, in circumstances where UNSW is satisfied the arrangement could result in the Employee working hours which are unreasonable, having regard to:
  - (i) the risk to the Employee's health and safety;
  - (ii) the Employee's personal circumstances, including any family responsibilities;
  - (iii) the operational requirements of UNSW;
  - (iv) the notice (if any) given by UNSW of the requirement to be On Call and by the Employee of their intention to refuse it; and
  - (v) any other relevant matter.
- (e) An Employee who is On Call must be contactable and available to respond at any time of day during the period that they are On Call.
- (f) An Employee who is On Call must:
  - (i) be available to perform Virtual Work and/or attend the relevant UNSW campus or site to perform work within a reasonable period of time on being notified by UNSW of a Call Back, unless otherwise agreed with UNSW; and
  - (ii) be in a fit and proper state to safely perform work activity.
- (g) In the event that an Employee who is On Call is not able to fulfil their duties due to unforeseen circumstances (such as illness or family emergency), they must contact their Supervisor or other nominated UNSW representative as soon as practicable to ensure the operational requirements of UNSW are met.

## 29.4 On Call Allowances and Payment Arrangements

- (a) An Employee will receive a daily payment in accordance with the following table for each day or part thereof the Employee is On Call. This allowance is not payable to an Employee On Call if they are not available or ready to perform work at the time of a Call Back.



Type of day	Allowance value (per day) applicable from first full pay period starting on or after			
	Date Agreement commences operation	1 July 2024	1 July 2025	1 July 2026
Monday to Friday	\$30.00	\$31.80	\$32.91	\$34.06
Saturday, Sunday or Public Holiday	\$75.00	\$79.50	\$82.28	\$85.16
During a University Shutdown period	\$100.00	\$106.00	\$109.71	\$113.55

- (b) An employee will only receive the On Call allowance once per calendar day.
- (c) If an incident of On Call qualifies for more than one of the allowance rates set out in clause 29.4(a), only the highest value will be paid.
- (d) Subject to subclause 29.7, an Employee who is required to perform work as a result of a Call Back will receive overtime payments as set out in subclause 29.5 and 29.6 as applicable.
- (e) An Employee will not be required to be On Call while on leave.

**29.5 Call Back Activity by Virtual Work**

- (a) The following arrangements will apply to an Employee who is On Call and required to perform Virtual Work as a result of a Call Back:
  - (i) the minimum overtime payment for a Call Back will be 2 hours' payment (provided that if an Employee is called out again within 2 hours of starting work on a previous recall, the work will be considered to be contiguous, the 2 hour minimum payment will not apply to the subsequent Call Back(s) and the Employee will not be entitled to any further payment for the time worked within the initial period of 2 hours); and
  - (ii) the Employee will be paid for work performed during each Call Back at overtime rates to 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 Hourly Base Rate of Pay
	All hours thereafter	Double the Hourly Base Rate of Pay
Overtime worked on a Sunday		Double the Hourly Base Rate of Pay

Overtime Worked	Overtime Rate
Overtime worked on a public holiday	2½ times the Hourly Base Rate of Pay

- (iii) UNSW will take reasonable steps to ensure that an Employee who performs at least 3 hours of continuous Virtual Work during a Call Back will be provided with at least an 8 hour break before returning to their normal duties.
- (iv) Where an Employee who meets the requirements of subclause 29.5(a)(iii) above does not have 8 consecutive hours off duty between the end of the Call Back and the start of ordinary duty, the Employee:
  - (A) will be paid at the applicable overtime rate outlined in subclause 29.5(a)(ii) above until released from duty; and
  - (B) is entitled to be absent from ordinary duty without loss of pay until an 8 hour break has been taken.

**29.6 Call Back Activity on Campus or Another Location**

(a) The following arrangements will apply to an Employee who is On Call, is required to perform work as a result of a Call Back, and attends site where the work is to be performed on a campus of UNSW or another location (other than Virtual Work) as directed by the Employee’s supervisor:

- (i) the minimum overtime payment for a Call Back will be 4 hours’ payment (provided that if an Employee is called out again within 4 hours of starting work on a previous recall, the work will be considered to be contiguous, the 4 hour minimum payment will not apply to the subsequent Call Back(s) and the Employee will not be entitled to any further payment for the time worked within the initial period of 4 hours);
- (ii) all travel to and from the work location is will be treated as time worked and the time taken will be applied towards the minimum overtime payment in subclause 29.6(a)(i); and
- (iii) the Employee will be paid for work performed during each Call Back at overtime rates to 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 Hourly Base Rate of Pay
	All hours thereafter	Double the Hourly Base Rate of Pay
Overtime worked on a Sunday		Double the Hourly Base Rate of Pay
Overtime worked on a public holiday		2½ times the Hourly Base Rate of Pay

- (iv) UNSW will take reasonable steps to ensure that an Employee who performs at least 4 hours of continuous work (including travel time) during a Call Back will be provided with at least an 8 hour break before returning to their normal duties.
- (v) Where an Employee who meets the requirements of subclause 29.6(iv) above does

not have 8 hours off duty between the end of the Call Back and the start of ordinary duty, the Employee:

- (A) will be paid at the applicable overtime rate outlined in subclause 29.6(iii) above until released from duty; and
- (B) is entitled to be absent from ordinary duty without loss of pay until an 8 hour break has been taken.

### **29.7 Overtime Barrier for On Call Arrangements**

Subclauses 29.4, 29.5 and 29.6 do not apply to an Employee at Level 8 or above. This does not prevent UNSW, in its discretion, otherwise approving payment for additional hours worked.

## **PART E – WORKPLACE AND ORGANISATIONAL CHANGE**

### **30.0 MANAGING CHANGE IN THE WORKPLACE**

#### **30.1 Application**

- (a) This clause (30.0) applies to all Continuing and Fixed-term Employees, subject to subclause 30.1(b).
- (b) Other than subclauses 30.3 and 30.4(a) to (g), this clause does not apply to:
  - (i) an Employee in receipt of a Total Fixed Remuneration of more than \$220,000 per annum; or
  - (ii) a Casual Employee.

#### **30.2 General Principles**

- (a) The sound management of workplace change requires the involvement of the Employees who will be directly affected.
- (b) The Employee Representative of an affected Employee will have the same rights to consultation and access to documentation as an Employee under this clause.
- (c) UNSW will treat involuntary redundancies as a last resort after giving genuine consideration to other measures or options to mitigate against retrenchment, including any measures proposed by affected Employees or their representatives.

#### **30.3 Minor Workplace Change**

- (a) Minor workplace change is workplace change that has an impact on an Employee but that is not major workplace change under subclause 30.4.
- (b) UNSW will consult with Employees who are significantly affected by minor workplace change issues prior to the formal implementation of any change. UNSW will allow a reasonable period for consultation to take place.
- (c) In circumstances where UNSW wants to change Employees' regular roster or ordinary hours of work, UNSW must:
  - (i) provide information to affected Employees about the change;
  - (ii) invite affected Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and
  - (iii) consider any views given by affected Employees about the impact of the change.

### **30.4 Major Workplace Change**

- (a) Major workplace change occurs in situations that have a major and substantial impact on an 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; or
  - (iv) the closure of a campus or relocation to another campus that involves unreasonable additional travel.
- (b) Where major workplace change is proposed, UNSW will:
  - (i) meet and consult with directly affected Employees; and
  - (ii) provide a written, detailed workplace change proposal to directly affected Employees as part of the consultation process.
- (c) The workplace change proposal will include an outline of the proposed changes, the reasons for the change proposal, the impact on affected Employees, and the likely timeframe for consultation and implementation. The workplace change proposal will also include, where relevant:
  - (i) organisational charts;
  - (ii) any financial reasons for the change;
  - (iii) details about the expected impact on workloads; and
  - (iv) where the workplace change proposal includes possible job loss, the details of other options considered by UNSW in order to minimise or avoid the proposed disestablishment of positions.
- (d) As part of the consultation process, a directly affected Employee may request that UNSW provide any written description of their current duties that has been used in formulating the workplace change proposal (such as a position description).
- (e) Directly affected Employees will have an opportunity to respond to the workplace change proposal and UNSW will consider any alternatives put forward, such as:
  - (i) applications for voluntary redundancies from directly affected Employees. Where UNSW elects to make an offer of voluntary redundancy, the entitlements to be provided to the Employee will be consistent with the arrangements set out in subclauses 30.7(j) and (k);
  - (ii) proposals for part-time work or job share arrangements on a temporary or continuing basis;
  - (iii) leave without pay or other leave arrangements; and
  - (iv) proposals for fixed-term pre-retirement contracts.
- (f) UNSW will also consider any response or alternative proposal put forward by directly affected Employees and other Employees who will be affected by the workplace change proposal.
- (g) Directly affected Employees will be advised in writing of any changes to the original proposal prior to implementation and such advice will include:
  - (i) the reason or reasons for any changes;

- (ii) summary of any deidentified feedback provided during consultation; and
  - (iii) the measures taken by UNSW to avoid the need for any forced job loss, where relevant.
- (h) In filling positions in any new structure, UNSW will ensure that:
- (i) an Employee employed in either Continuing or Fixed-term Employment whose position remains in the new structure and is not significantly changed will continue to hold the same or substantially similar position in accordance with their contract of employment; and
  - (ii) an Employee whose position does not remain in the new structure will be given first opportunity to submit an expression of interest in any positions that have been created in the restructure or are otherwise vacant.
- (i) Where, arising from the process referred to at subclause 30.4(h)(ii), an Employee has not submitted an expression of interest in any positions in the new structure or whose expression of interest is unsuccessful, UNSW may place the Employee in any position in the new structure or elsewhere within UNSW provided that:
- (i) the Employee holds the necessary skills, qualifications and/or experience for the position;
  - (ii) the position requires similar skills, qualifications and/or experience and involves a similar level of task complexity; judgement; problem solving; and independence as the substantive position held by the Employee;
  - (iii) the position is at the same campus or another campus that does not involve unreasonable additional travel; and
  - (iv) the placement of the Employee will be made on the Employee's existing terms and conditions of employment, including classification and Annual Base Salary.
- (j) Where no such placement is made, the provisions of subclause 30.5 will apply.
- (k) The placement of an Employee pursuant to subclause 30.4(i) will be made for a trial period of not less than three months. Where the trial is not successful, the Employee will be advised by UNSW in writing of the reason the trial was not successful and that the provisions of subclause 30.5 will apply.

### **30.5 Workload Review following Workplace Change**

In the circumstances where there has been a major workplace change involving the loss of two or more jobs, UNSW will conduct a review within 12 months of the change implemented against its rationale and expected outcomes. The review will include a consideration of Employee workloads and hours of work patterns.

### **30.6 Implementation of Redeployment and Retrenchment**

Where, following completion of the processes referred to in subclause 30.4, an affected Employee does not hold a position in the new structure or elsewhere within UNSW, UNSW will write to the affected Employee and advise them that the redeployment and retrenchment provisions of subclause 30.7 apply, subject to subclause 30.9 below. Such correspondence will serve as notice of retrenchment, subject to the relevant provisions of subclause 30.7.

### **30.7 Redeployment and Retrenchment**

- (a) An Employee who has been issued a notice under subclause 30.6 must elect to seek redeployment within a period of two weeks or they will be retrenched.

- (b) Where the Employee elects to seek redeployment, the Employee will undertake an initial redeployment process for a period of 10 weeks (**Primary Redeployment Period**). Where UNSW and the Employee cannot identify an agreed suitable alternative position within the 10 week Primary Redeployment Period, the Employee's employment will terminate due to redundancy unless the Employee elects to undertake a Secondary Redeployment Period (as referred to in subclause 30.7(d)(i)), if applicable.
- (c) At any time during the Primary Redeployment Period, the Employee may elect to terminate the redeployment process and be retrenched. In such cases, the Employee's termination payments will include, as payment in lieu of notice of termination, an amount equivalent to the Employee's Full Annual Salary that would have been paid had they worked the balance of the 10 week Redeployment Period.
- (d) Where UNSW and the Employee cannot identify an agreed suitable alternative position within the Primary Redeployment Period:
  - (i) an Employee with more than four years' Continuous Service may elect to continue with the redeployment process for up to an additional eight weeks (**Secondary Redeployment Period**) consistent with subclause 30.7(e); or
  - (ii) if an Employee does not make an election consistent with subclause 30.7(d)(i) by the end of the Primary Redeployment Period, the Employee will be retrenched. The Employee will not be entitled to any further notice in respect of the retrenchment.
- (e) An Employee who elects a Secondary Redeployment Period must nominate, at the time of their election, the specific term (in weeks) of the Secondary Redeployment Period, up to a maximum of eight weeks.
- (f) At any time during the Secondary Redeployment Period, the Employee may elect to terminate the redeployment process and be retrenched. The Employee's severance payment in subclause 30.7(m) will be reduced by half the number of weeks (or part thereof) the Employee has been in the Secondary Redeployment Period.
- (g) Where UNSW and the Employee cannot identify an agreed suitable alternative position within the Secondary Redeployment Period, the Employee will be retrenched. The Employee will not be entitled to any further notice in respect of the retrenchment.
- (h) Where an Employee is serving a Secondary Redeployment Period and the Employee is retrenched at the end of that period, the Employee's severance payment as set out under subclause 30.7(m) will be reduced by the period equal to half the number of weeks of the Secondary Redeployment Period. For example, if an employee elects an additional eight weeks redeployment, their severance payment in clause 30.7(m) will be reduced by four weeks in consideration of UNSW providing the Employee with an additional redeployment period).
- (i) If, during the Primary or Secondary Redeployment Period, UNSW and the Employee identify an agreed suitable alternative position, UNSW will place the Employee in that position. A redeployment placement will be made on the basis of a trial period. Where the trial is not successful, the Employee will be advised by UNSW in writing of the reason the trial was not successful and the Employee will be retrenched in accordance with subclause 30.7(m) below.
- (j) During the Primary or Secondary Redeployment Period, an Employee:
  - (i) will have access to reasonable time off work without loss of pay to attend job interviews or other job search activities;
  - (ii) will be provided, at the beginning of the Redeployment Period, with a list of current

vacant positions at UNSW for which the Employee may be suitable and that have been advertised;

- (iii) where agreed by UNSW at the commencement of the Redeployment Period, a program of retraining that would be completed within the relevant redeployment period and that would enable the Employee to develop work related skills that would support redeployment within UNSW; and
  - (iv) may request written reasons for any decision not to appoint them to an identified role that they have applied for as a redeployment option.
- (k) An Employee who elects retrenchment, or does not make an election under subclause 30.7(a), will be given at least 10 weeks' written notice by UNSW of the date of retrenchment. The Employee may elect to receive a payment in lieu of notice or to work all or part of their notice period.
- (l) If an Employee elects to work all or part of their notice period, UNSW may direct the Employee not to undertake any work during the worked notice period. An Employee who elects to work all or part of the 10 week notice period will only receive payment for the period not worked on retrenchment.
- (m) An Employee who is retrenched will be entitled to the following payments:

(i)	If the Employee has two or more years of Continuous Service as at the termination date:	Severance pay of three weeks' salary for every completed year of service to a maximum of 52 weeks, less any deduction in consideration of the Secondary Redeployment Period in accordance with subclause 30.4(h).*
(ii)	If the Employee has at least one but less than two years of Continuous Service as at the termination date:	Severance pay of four weeks' salary.*
(iii)	If the Employee has accrued but untaken annual leave and long service leave as at the termination date:	Payment in lieu of untaken leave payable on termination in accordance with this Agreement.
(iv)	Leave loading	Payment on a pro-rata basis for leave loading in accordance with clause 38.0.

\* Week's pay is calculated as follows: Employee's Annual Base Salary ÷ 52.

### 30.8 Redeployment to a Lower Level Position

- (a) An Employee who agrees to be redeployed, including those redeployed following an expression of interest process under clause 30.4(h)(ii), to a position at a level lower than their previous salary level will:
- (i) continue to receive the Annual Base Salary they received immediately prior to redeployment for a period of 12 months;
  - (ii) UNSW will maintain the employer superannuation contribution calculated on their previous rate of pay for the 12 month period; and
  - (iii) for Employees who are existing members of a superannuation scheme covered by subclause 13.0(h), UNSW will maintain the employer superannuation contribution

calculated on the Employee's Annual Base Salary they received immediately prior to the redeployment period for a further period of 12 months.

### **30.9 Acceptable Alternative Employment**

- (a) Consistent with the principle to minimise or eliminate the need for retrenchments, where UNSW declares a position redundant but obtains other acceptable alternative employment for the Employee, UNSW may apply to FWC to have any severance payment or retrenchment benefits payable under subclause 30.7(m) varied or waived.
- (b) Until such time as UNSW's application is determined by the FWC, an Employee who is the subject of the application may be required to perform work which is appropriate for the Employee to perform.

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

### **31.0 WORKLOADS**

- (a) UNSW will take reasonable steps to ensure that workloads are managed in a fair and equitable manner within the relevant work unit.
- (b) An Employee who has (or a group of Employees who have) concerns about their workload must first raise those concerns with their Supervisor. The Supervisor and the Employee (or group of Employees) will endeavour to resolve those concerns together.
- (c) An Employee who has (or a group of Employees who have) concerns about their workload may request a statement of their specific duties, such as a position description, to assist in resolving the concerns under subclause 31.0(a) above.
- (d) Where the process in subclause 31.0(a) does not resolve the concerns, the Employee (or group of Employees) may raise their concerns formally with the Supervisor, by providing those concerns in writing. The Supervisor will formally consider the concerns and provide the Employee (or group of Employees) with a written response within a period of 28 working days, unless another period is agreed, having regard to matters such as:
  - (i) the duties required of the position or positions held by the Employee (or Employees);
  - (ii) the hours worked to achieve required outcomes compared with hours allocated;
  - (iii) whether the work has intensified having regard to staffing levels within the work unit;
  - (iv) whether the tasks performed by a person in a position require modification or reallocation or both without impacting the classification of the position; and
  - (v) any other matters relevant to the workload of the position or positions.
- (e) Where the process at subclause 31.0(d) does not resolve the concerns, the Employee (or group of Employees) may raise the concerns with the senior manager of their work unit or the Chief HR Officer for resolution. This person will make a final decision on the relevant workload of the position or positions.

### **32.0 PROBATION**

- (a) An Employee will be required to serve a period of probation not exceeding six months on commencing employment with UNSW. Subject to the approval of the Chief Human Resources Officer, an Employee appointed to a position classified at Level 10 or above may



be required to serve a probationary period of up to 12 months if it is reasonable having regard to the nature of the position.

- (b) Any second or subsequent contract with UNSW will not contain a probationary period, unless the second or subsequent contract is for employment in a position where the duties and responsibilities are substantially different.
- (c) An Employee will be advised of, and given an opportunity to make response to, any adverse material about their performance or conduct which UNSW intends to take into account in a decision to terminate the employment on or before the expiry of the period of probation.

### **33.0 INCREMENTAL AND ACCELERATED PROGRESSION**

- (a) Incremental progression through the steps set out in Schedule 1 and Schedule 5 will occur annually. Progression will continue to the top step of the relevant salary level for the position, except where a determination is made under clause 33.0(d) below.
- (b) Where an Employee's performance is recognised as being of an exceptionally high standard, the Dean or Divisional Head may approve accelerated progression of two steps, where applicable.
- (c) Where the Employee's performance is not satisfactory and a supervisor proposes to withhold an increment from an Employee who would otherwise be entitled to incremental progression, the Supervisor will:
  - (i) advise the Employee of the reasons for the proposed withholding of the increment;
  - (ii) give the Employee an opportunity to respond to the reasons provided; and
  - (iii) allow sufficient opportunity (usually at least three months) for the Employee to improve performance to the standard required to progress to the next incremental step.
- (d) If the steps referred to in subclause 33.0(c) have been carried out and the Supervisor remains of the view that the increment should be withheld, the Supervisor, Dean or Divisional Head will make a recommendation to the Chief Human Resources Officer, who will make a final decision.

### **34.0 PROFESSIONAL DEVELOPMENT**

- (a) An Employee will meet at least annually with their Supervisor in order to review and discuss their work in the past year, their work in future years and the Employee's own personal career development. The major areas for discussion will include:
  - (i) how the Employee's position links to the wider plans of the work unit and the of UNSW;
  - (ii) allocated duties within the work unit and the Employee's development needs associated with meeting work unit and UNSW goals;
  - (iii) where relevant, facilitating development needs for broadbanning progression;
  - (iv) support needed by the Employee from the work unit and from UNSW in order to achieve personal career goals.
- (b) The discussion referred to in subclause 34.0(a) may also include discussion regarding the Employee's own interests in relation to their further development and training, including what financial contribution they are making personally and any funding that may be available, to

support that further development and training.

- (c) UNSW may advertise some positions to internal applicants only. Where this occurs, Casual Employees who have been engaged on a regular and systematic basis for a period of 6 months or more will be entitled to apply. Employees are encouraged to subscribe to email job-alerts in relation to internal career opportunities.

## **PART G – DISCIPLINARY MATTERS AND TERMINATION OF EMPLOYMENT**

The procedures set out in these clauses 35.0 and 36.0 of this Agreement must be followed before a decision to terminate the employment of an Employee on the grounds of unsatisfactory performance or serious misconduct. It is noted that repeated misconduct can constitute serious misconduct. Clauses 35.0 and 36.0 do not apply to an Employee at Level 10 or above, a Casual Employee or an Employee serving a period of probation.

### **35.0 MANAGEMENT OF UNSATISFACTORY PERFORMANCE**

#### **35.1 Management of Unsatisfactory Performance**

- (a) A Supervisor will discuss performance concerns with an Employee at an early stage, consistent with the duties and expectations of the Employee's role, before commencing a process consistent with subclause 35.1(b). Such discussions may result in the implementation of measures such as guidance, assistance, training, and/or counselling which a supervisor determines necessary to improve performance.
- (b) Where performance concerns have been discussed with an Employee under subclause 35.1(a), but such discussions have not led to sufficient improvement in the Employee's performance, UNSW will:
  - (i) advise the Employee in writing of the deficiencies in performance and identify the performance standard required; and
  - (ii) provide the Employee with an opportunity to respond to the concerns and to raise any mitigating circumstances or other relevant matters (which include but are not limited to reasonable accommodation or adjustment for disability or carers responsibilities) which the Employee may bring to the attention of the Supervisor.
- (c) If UNSW is still concerned about the Employee's performance having considered any response by the Employee under subclause 35.1(b)(ii), UNSW will inform the Employee that action is being taken in accordance with this clause of the Agreement, and will provide the employee with:
  - (i) an outline of the performance deficiencies and the performance standard required;
  - (ii) a reasonable opportunity and timeframe to improve performance to the standard required; and
  - (iii) guidance, assistance, training, or counselling necessary to improve performance.
- (d) Where the Supervisor believes that the Employee's performance remains unsatisfactory following the steps set out in subclause 35.1 above, the supervisor will advise the Employee in writing of the deficiencies in performance with reference to the steps taken as set out in subclause 35.1 above, and of any further proposed action. The Employee will have an opportunity to make a response to the supervisor's assessment.

- (e) The Supervisor's assessment and the response (if any) provided by the Employee under subclause 35.1(d) will be provided to the Dean or Divisional Head.

### **35.2 Recommendation to Terminate Employment**

- (a) A Dean or Divisional Head who proposes to terminate the employment of an Employee following the procedures outlined in subclause 35.1 will prepare a recommendation for consideration by the Chief Human Resources Officer.
- (b) The recommendation will clearly set out the reasons for the recommendation, the steps taken by UNSW in accordance with subclauses 35.1 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 5 working days after being provided with a copy of the recommendation to provide the Chief Human Resources Officer with any response to the recommendation.
- (d) The Chief Human Resources Officer will make a final determination as to whether the employment should be terminated having taken into account both the Dean or Divisional Head's recommendation and any response by the Employee.

## **36.0 MANAGEMENT OF MISCONDUCT OR SERIOUS MISCONDUCT**

### **36.1 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 senior manager) with the Employee to determine whether it can be resolved in the first instance through guidance, counselling or other appropriate action.
- (b) Where the discussion in subclause 36.1(a) has not resolved a matter or it would be inappropriate to have such a discussion due to the serious nature of the matter, a Supervisor (or where relevant the supervisor's supervisor) will detail the matter of misconduct or serious misconduct in writing and give the Employee an opportunity to respond and to raise any mitigating circumstances.
- (c) If any allegation(s) of misconduct or serious misconduct have been made against an Employee, UNSW may direct the Employee to be absent from the workplace on full pay pending the resolution of the matter.
- (d) The Dean or Divisional Head of the work unit in which the Employee is employed will consider the Employee's response and any other relevant material, and advise the Employee of any action proposed or decided, which may include termination of employment.

### **36.2 Recommendation to Terminate Employment**

- (a) A Dean or Divisional Head who proposes to terminate the employment of an Employee following the procedures outlined in subclause 36.1 will prepare a recommendation for consideration by the Chief Human Resources Officer.
- (b) The recommendation will clearly set out the reasons for the recommendation, the steps taken by UNSW in accordance with subclause 36.1 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 5 working days after being provided with a copy of the recommendation to provide the Chief Human Resources Officer with any response to the recommendation.
- (d) The Chief Human Resources Officer will make a final decision as to whether the

employment should be terminated having taken into account both the Dean or Divisional Head's recommendation and any response provided by the Employee.

## PART H - LEAVE ENTITLEMENTS AND ARRANGEMENTS

### 37.0 GENERAL LEAVE CONDITIONS

#### 37.1 General

- (a) Absence on any form of approved leave does not break continuity of service with UNSW.
- (b) Absence on any form of paid leave will count as service for all purposes.
- (c) Except where expressly stated otherwise in this Agreement, unpaid leave will not count as service.
- (d) In the event of the death of an Employee, the monetary value of all annual leave and long service leave for which the Employee was eligible at the time of death may be paid to their legal personal representative, unless paid by UNSW to the Employee's widow or widower or to the guardian of the infant children of the Employee.

#### 37.2 Part-time Employees

The entitlements in Part H will apply to Part-time Employees on an equivalent pro rata basis.

#### 37.3 Casual Employees

A Casual Employee will not be entitled to the leave entitlements and conditions set out in clauses 38.0 – 49.0, except where a clause expressly provides otherwise.

### 38.0 ANNUAL LEAVE

#### 38.1 General

- (a) An Employee (other than a Seven Day Continuous Shiftworker) will be entitled, for each 12 months of service, to take four weeks of annual leave at their Annual Base Salary.
- (b) A Seven Day Continuous Shiftworker will be entitled, for each 12 months of service, to take five weeks of annual leave at their Annual Base Salary.

#### 38.2 Accrual

- (a) Annual leave accrues progressively. Untaken annual leave will accumulate from year to year.
- (b) Annual leave does not accrue during periods of leave without pay. Annual leave will accrue at half the normal rate during any period of leave on half pay.

#### 38.3 Direction to Take Annual Leave

- (a) Where an Employee has an accrued entitlement to annual leave of 6 weeks or more, UNSW may direct an Employee to take annual leave to reduce their entitlement to not less than 3 weeks at the conclusion of the leave. In special circumstances (e.g. planning overseas travel), an Employee may, with the prior approval of their senior manager, accrue annual leave to a maximum of 8 weeks, provided that such leave must be taken within six months and reduced to not more than 2 weeks accrued.
- (b) Where UNSW directs an Employee to take annual leave, it will:
  - (i) discuss the timing of the leave with the Employee and take into consideration any wishes of the Employee;

- (ii) allow the Employee an opportunity to submit an application to take an appropriate amount of leave at a mutually agreed time;
  - (iii) allow the Employee to take leave in one or more blocks if the Employee wishes to do so; and
  - (iv) provide the Employee with reasonable notice of the leave to be taken.
- (c) Nothing in this clause limits UNSW's capacity to direct an Employee to take no more than 3 days of annual leave when UNSW is shut down around the Christmas/New Year period as part of the standard leave arrangements referred to in subclauses 38.1 to 38.3 of this clause. Provided that an Employee with an annual leave balance of less than 6 weeks at the date of the shutdown may elect to use available flex time or time off in lieu of overtime, leave without pay, or a combination thereof, instead of annual leave, or be granted leave in advance.
- (d) The provisions of this subclause are reasonable having regard to the nature of UNSW's operations and the flexible work arrangements for Employees covered by this Agreement.

#### **38.4 Entitlement to Cash Out Annual Leave**

- (a) UNSW encourages all staff to utilise their annual leave entitlements. However, UNSW also recognises that there may be individual circumstances in which an Employee wishes to cash out a portion of their accrued annual leave entitlement.
- (b) An Employee may apply to have a portion of their accrued annual leave paid out, less any applicable taxation (which application must be made in writing to the person(s) nominated by UNSW in its policies), provided that:
- (i) the Employee has, at the time of making the application:
    - (A) untaken accrued annual leave of at least five weeks; and
    - (B) taken a period of at least two weeks annual leave in the immediately preceding 12 months, excluding any annual leave taken during the annual shutdown of operations; and
  - (ii) the Employee will have, after the cash out of their annual leave pursuant to the request, a remaining annual leave balance of at least four weeks.
- (c) UNSW may refuse an application to cash out accrued annual leave on reasonable grounds.
- (d) If UNSW approves an application under subclause 38.4(b) above:
- (i) the Employee will be paid the amount they would have been paid if they had taken a period of annual leave calculated (as calculated at the date the leave is cashed out), and their accrued annual leave balance will be reduced by the amount of the annual leave foregone; and
  - (ii) UNSW will prepare an agreement between UNSW and the Employee which sets out the amount of leave cashed out and the amount the Employee will be paid for cashing out the leave.

#### **38.5 Other Leave During Annual Leave**

In accordance with applicable legislation, where an Employee is eligible for another form of leave during all or part of a period on which an Employee is on annual leave, subject to complying with requirements for access to that leave, any annual leave will be re-credited for the period of the other form of leave.

### **38.6 Public Holidays**

Where a public holiday prescribed in clause 50.0 (Public Holidays) falls during a period in which an Employee is on annual leave, the public holiday will not count as a day of annual leave.

### **38.7 Payment of Annual Leave on Termination**

- (a) An Employee, whose employment terminates for any reason, will be paid any untaken accrued annual leave on termination.
- (b) Payment for annual leave on termination of employment will be calculated based on the Employee's Hourly Base Rate of Pay.

### **38.8 Annual Leave Loading**

- (a) An Employee will receive annual leave loading equivalent to 17.5% of four weeks at the Employee's Annual Base Salary. 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) An employee working according to a Shift Roster who takes 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) the Employee would have received had they not been on annual leave; or
  - (ii) the 17.5% annual leave loading. In the case of an Employee engaged as a Seven Day Continuous Shiftworker, the 17.5% annual leave loading is to be calculated on the basis of 17.5% of five weeks of the Employee's Annual Base Salary.
- (c) Payment of shift penalties will not be made for:
  - (i) public holidays that occur during annual leave; or
  - (ii) leave that has been added to a period of annual leave in compensation for public holidays worked.
- (d) Broken service during a year does not attract the annual leave loading. For example, if an Employee resigned and is subsequently re-employed during the same year, only the service from the date of re-employment will attract the annual leave loading, subject to the above conditions.
- (e) The annual leave loading is to be calculated on the Employee's Annual Base Salary as at the date when the Employee commences annual leave or the annual leave loading is paid.
- (f) A Part-time Employee who satisfies the above conditions is eligible for the annual leave loading.

### **38.9 Annual Leave Loading on Termination**

On termination of employment, an Employee will be paid out any annual leave loading they have accrued in respect of annual leave but which has not been paid.

## **39.0 LONG SERVICE LEAVE**

### **39.1 Entitlement**

- (a) On completion of 10 years' Continuous Service, a Full-time Employee is entitled to 13 weeks' paid long service leave calculated based on the Employee's Hourly Base Rate of Pay (or 26 weeks on half pay at the Employee's Hourly Base Rate of Pay). Thereafter, a Full-time Employee will continue to accrue long service leave as follows:

- (i) for Continuous Service of between 10 and 15 years' duration: long service leave will accrue at the rate of 1.3 weeks for each completed year of Continuous Service;  
For clarity, based on subclause 39.1(a)(i) a Full-time Employee will, on completing 15 years' Continuous Service, be entitled 19.5 weeks' paid long service leave (calculated based on the Employee's Hourly Base Rate of Pay) (or 39 weeks on half pay), less any accrued long service leave already taken by the Employee.
- (ii) for Continuous Service of more than 15 years' duration: long service leave will accrue at 19.5 weeks plus an additional 2.1667 weeks for each completed year of service above 15 years.

(b) If the employment of a Full-time Employee is terminated:

- (i) by UNSW for any reason other than serious misconduct;
- (ii) by the Employee due to illness or injury or domestic or other pressing necessity; or
- (iii) as a result of the death of the Employee,

the Employee is entitled to a termination payment as per long service legislation (i.e. *Long Service Leave Act 1955* (NSW) or, in the case of employees employed by UNSW Canberra, the *Long Service Leave Act 1976* (ACT) representing a pro-rata long service leave entitlement of 0.8667 weeks per year of service (pro rata for part years of services).

(c) Notwithstanding subclause 39.1(a) to 39.1(b), an Employee employed to work at UNSW Canberra may take a proportionate amount of long service leave after seven years of employment at UNSW in accordance with applicable Australian Capital Territory (ACT) legislation.

### **39.2 Casual Employees**

- (a) A Casual Employee will be eligible for long service leave as provided for in the *Long Service Leave Act 1955* (NSW) as amended or replaced. A Casual Employee employed to work at UNSW Canberra will be eligible for long service leave in accordance with ACT legislation.
- (b) A Casual Employee will be paid for long service leave taken, or paid out on the termination of their employment, using the average of the weekly amount received by the Casual Employee for their hours of work over the past 12 months or 5 years, whichever is the more favourable.

### **39.3 Calculation**

- (a) Payment for long service leave will be calculated at the Employee's Hourly Base Rate of Pay immediately prior to taking leave or as at the date their employment terminates.
- (b) If an Employee has been employed at UNSW partly on a full-time basis and partly on a part-time basis, the long service leave entitlement will depend on the Employee's employment basis on the day immediately prior to taking the leave (or at the date of termination).
- (c) If, at the time long service leave is taken or paid out on termination, the Employee is:
  - (i) a Full-time Employee - the rate used to pay long service leave will be the Employee's full-time rate; or
  - (ii) a Part-time Employee - the Employee's Part-time rate will be used to calculate the value of the proportion of the long service leave entitlement which corresponds to the period of which the Employee was in Part-time employment, and the Employee's full-time rate will be used to calculate the value of the remaining proportion of the entitlement.

#### **39.4 Recognition of Prior Service**

- (a) Eligibility for long service leave will be determined by taking into account prior continuous Full-time and Part-time service with UNSW and other Australian universities in accordance with Schedule 8.
- (b) Where an Employee is granted leave for service in the Australian Defence Forces, leave will be counted as ordinary service in calculating long service leave.
- (c) An application for recognition for prior service must be made by an Employee in writing to the Chief Human Resources Officer on commencement of employment with UNSW.

#### **39.5 Accrual of Long Service Leave taken at Half-Pay**

- (a) Where an Employee takes long service leave at half pay, the Employee's entitlement to long service leave will accrue at half the rate described in subclause 39.1 above.

#### **39.6 Leave Without Pay**

- (a) Leave without pay will not count as service, other than:
  - (i) leave without pay for a period of less than 6 months where the Employee has completed 10 years of Continuous Service with UNSW; or
  - (ii) parental leave taken within the first 12 months' of the birth of a child.

#### **39.7 Direction to take Long Service Leave**

- (a) UNSW may direct an Employee to take a period of long service leave of 4 weeks or more at a time convenient to UNSW, provided that:
  - (i) the Employee has a minimum long service leave entitlement of 20 weeks' long service leave;
  - (ii) if the Employee has provided UNSW with written notice of their retirement, the Employee is not required to take long service leave within two years of the Employee's retirement date; and
  - (iii) the Employee has not been directed to take long service leave in the previous two years.
- (b) In directing an Employee to take long service leave, UNSW will:
  - (i) provide the Employee with reasonable notice of the leave to be taken;
  - (ii) discuss the timing of the leave with the Employee;
  - (iii) give consideration to the views regarding the timing and duration of the leave; and
  - (iv) allow the Employee an opportunity to submit an application to take such leave at a mutually agreed time.

### **40.0 PERSONAL LEAVE**

#### **40.1 General**

- (a) An Employee who is entitled to personal leave can take it:
  - (i) if they are unfit for work because of a personal illness, or personal injury that affects them (**sick leave**); or
  - (ii) to provide care or support to a member of their immediate family, a member of their household, or to a person for whom the Employee is appointed by a court or law as legal guardian, who requires care or support because of personal illness, or personal injury or an unexpected emergency (**carer's leave**).



- (b) An Employee may apply to the Chief Human Resources Officer, for carer's leave with respect to a person who is not a member of their immediate family if that person is someone with whom the Employee has a significant and close cultural or family relationship.
- (c) All Employees (including Casual Employees) are entitled to two days of unpaid carer's leave in accordance with the NES (subject to meeting the conditions that apply to the taking of personal leave in clause 40.3).

**40.2 Paid Personal Leave Entitlement**

- (a) In accordance with the NES, an Employee will receive 10 days personal leave per annum which accrues progressively and accumulates from year to year (**NES Entitlement**).
- (b) Notwithstanding the balance of an Employee's accrued NES Entitlement, in any calendar year an Employee will be entitled to access:

	UNSW	UNSW Canberra
First year of employment	NES Entitlement	15 days personal leave
Second year of employment	15 days personal leave	
Subsequent years of employment	30 days personal leave	

Any additional personal leave days above their accrued NES Entitlement that an Employee is entitled to but does not take in a calendar year will not accumulate from year to year.

- (c) Where personal leave is taken by an Employee, the personal leave taken will be deducted as a day (or part day) and initially from the NES Entitlement.

**40.3 Taking Personal Leave**

- (a) An Employee who intends to take personal leave must notify UNSW as soon as practicable and, where possible, before the start of the leave, of the following:
  - (i) their intention to take the personal leave; and
  - (ii) the period, or expected period, of the personal leave.
- (b) If any personal leave absence exceeds three consecutive working days, the Employee must provide to their supervisor a medical certificate which covers the period of the absence.
- (c) UNSW may require an individual Employee to produce a medical certificate for any personal leave absence, provided that the Employee has been advised in writing of this requirement in advance and of the reasons for this requirement. UNSW will not send a written notification under this clause to a workgroup as a blanket (rather than individual) measure.
- (d) Under subclauses 40.3(b) and 40.3(c) above, the certificate from the medical practitioner must include a statement that the Employee was/is unable to attend for duty on each/all of the day or days in respect of which the Employee claims personal leave.
- (e) Where UNSW has required an Employee to produce a medical certificate under subclause 40.3(c), this requirement will be reviewed by UNSW within 12 months to consider whether there is still a reasonable basis for it to continue.
- (f) Where carer's leave is taken to care for an Immediate Family member, an Employee is not required to provide a medical certificate or other satisfactory evidence of the requirement to take carer's leave in respect of the first 21 hours carer's leave taken in any year of service (pro-rated for a Part-time Employee).

#### 40.4 Public Holidays

Where a public holiday falls on a day that an Employee is on personal leave, the public holiday will not count as a day of personal leave.

#### 41.0 COMPASSIONATE LEAVE

(a) All Employees (including Casual Employees) are entitled to three days of compassionate leave when:

- (i) a member of the Employee's Immediate Family or household; or
- (ii) a person who is related by blood or marriage or who has a strong affinity with the Employee by way of traditional or ceremonial affiliation.

contracts or develops a personal illness that poses a serious threat to their life, or sustains a personal injury that poses a serious threat to their life, or dies.

(b) The entitlement to compassionate leave in subclause 41.0(a) is:

- (i) for all Employees other than Casual Employees – a paid leave entitlement;
- (ii) for Casual Employees – an unpaid leave entitlement.

(c) An Employee who is on a period of approved leave at the time of death of a person referred to at subclause 41(a) may apply for up to three days of compassionate leave and be re-credited the other period of leave.

(d) An Employee may use accrued annual leave or long service leave to extend the period of compassionate leave for up to an additional 20 working days.

(e) An Employee who makes application for compassionate leave may be requested by UNSW to provide evidence or details of the circumstances giving rise to the application.

#### 42.0 FAMILY AND DOMESTIC VIOLENCE LEAVE

(a) In this clause 42.0, the following terms have the following meanings:

	<b>Term</b>	<b>Meaning</b>
(i)	close relative	A member of the Employee's immediate family or a person who is related to the Employee according to Aboriginal or Torres Strait Islander kinship rules.
(ii)	family and domestic violence	Violent, threatening or other abusive behaviour by a close relative of an employee, a member of an employee's household, or a current or former intimate partner of an employee, that: <ul style="list-style-type: none"><li>• seeks to coerce or control the Employee; and</li><li>• causes the employee harm or to be fearful.</li></ul>
(iii)	Family and Domestic Violence Leave	Means both Statutory F&DV Leave and Additional F&DV Leave.

(b) UNSW recognises that:

- (i) some Employees may experience situations of violence or abuse in their domestic life that may negatively affect their attendance or performance at work; and
- (ii) domestic violence includes physical, financial, verbal or emotional abuse by a current or former family or household member.

- (c) In accordance with the NES, Employees (including eligible Casual Employees) experiencing family and domestic violence are entitled to 10 days of paid family and domestic violence leave in each 12 month period of their employment (**Statutory F&DV Leave**). Statutory F&DV Leave is available in full to Part-time Employees and eligible Casual Employees.
- (d) To support Employees experiencing domestic violence, UNSW will provide Employees (other than Casual Employees) with access up to an additional 10 days' paid family and domestic violence leave in each 12 month period of their employment with UNSW (**Additional F&DV Leave**), with such leave available for them to take in the same circumstances that Statutory F&DV Leave can be taken. Additional F&DV Leave is only available once an Employee has exhausted their entitlement to Statutory F&DV Leave.
- (e) The Additional F&DV Leave is subject to the same terms as apply under the Act to Statutory F&DV Leave (excluding those terms that apply to Casual Employees) and, for clarity, is available in full at the start of each 12 month period of the Employee's employment, does not accumulate from year to year and is not paid out on termination.
- (f) UNSW will also offer the following support to Employees (including Casual Employees) experiencing family and domestic violence:
  - (i) flexible work arrangements, including changes to working times consistent with the needs of the work unit and with appropriate regard to the health and safety of staff; and
  - (ii) changing work location, telephone number or email address.
- (g) Any Family and Domestic Violence Leave may be taken as consecutive days or single days or as a fraction of a day.
- (h) An Employee who is supporting a person experiencing domestic violence, and who requires time off work for that purpose, may request unpaid leave and/or may access personal leave under clause 40.0 (Personal Leave) or witness leave under subclause 46.0, if those clauses apply to the specific circumstances.

## 43.0 PARENTAL LEAVE

### 43.1 Entitlements - Overview

- (a) An Employee has a basic entitlement to up to 52 weeks of unpaid parental leave.
- (b) In the case of a Casual Employee, in order to be eligible to take unpaid parental leave under the subclause above, the Casual Employee must be entitled to unpaid parental leave in accordance with the Act.
- (c) The paid parental leave entitlements for:
  - (i) all Employees other than Casual Employees – are set out in subclause 43.2; and
  - (ii) Casual Employees – are set out in subclause 43.9.
- (d) The additional conditions in subclause 43.4 apply to all Employees.

### 43.2 Paid Parental Leave Entitlement for Employees other than Casual Employees

An Employee commencing parental leave may, if eligible, take one type of paid parental leave in accordance with the following tables:

Table A: Birth Parent Leave	
<b>Paid Leave Entitlement:</b>	<ul style="list-style-type: none"> <li>• Commencement of employment up to 5 years of Continuous Service = 26 weeks (full pay)</li> </ul>

	<ul style="list-style-type: none"> <li>• 5 years or more of Continuous Service = 36 weeks (full pay)</li> </ul>
<b>Timeframe:</b>	<p>52 weeks in total.</p> <p>Commencement date may be up to 20 weeks prior to expected date of delivery and no later than their birth date of the child.</p>
<b>Conditions:</b>	
<ul style="list-style-type: none"> <li>• Taken by the birth mother but can be shared if both parents work at UNSW.</li> <li>• By agreement with UNSW may be taken in more than one consolidated period.</li> <li>• Must be taken by the first birthday of the child unless otherwise agreed by UNSW.</li> <li>• Some or all of the leave may be taken at half pay (up to maximum of 52 weeks).</li> <li>• Annual leave accrues during paid parental leave on proportional basis of the full-time entitlement where birth parent leave is taken at half pay.</li> <li>• If a Full-time Employee has converted to part-time employment prior to going on birth parent leave for reasons related to the pregnancy, they will be paid at the full-time rate of pay.</li> <li>• In addition, an Employee may apply to UNSW for additional unpaid leave.</li> </ul>	

<b>Table B: Primary Carer Leave</b>	
<b>Paid Leave Entitlement:</b>	<ul style="list-style-type: none"> <li>• Commencement of employment up to 5 years of Continuous Service = 26 weeks (full pay)</li> <li>• 5 years or more of Continuous Service = 36 weeks (full pay)</li> <li>• The paid leave entitlement will be reduced by any other paid parental leave entitlement of the Employee under this subclause 43.2 and any paid parental leave (or similar) leave entitlement taken by the Employee's partner and/ or other parent of the child.</li> </ul>
<b>Timeframe:</b>	From the date of birth of the child, subject to eligibility, and up to 52 weeks after the birth.
<b>Conditions:</b>	
<ul style="list-style-type: none"> <li>• The Employee must be in paid employment with UNSW or on paid leave from UNSW immediately prior to taking the leave.</li> <li>• The Employee must be the primary carer of the child, that is, the parent who principally meets the daily needs of a child, which includes feeding, dressing, bathing and supervision for the duration of the leave.</li> <li>• In addition, the Employee's partner and/or other parent of the child must be: <ul style="list-style-type: none"> <li>○ working on a continuing, fixed-term, casual or contractual basis and not on any form of paid (other than sick or compassionate leave or other leave approved in advance by the Chief Human Resources Officer) or unpaid leave (other than partner leave in relation to the child); or</li> <li>○ enrolled with an officially recognised education provider and studying on a full-time basis; or</li> <li>○ otherwise unable to be the primary carer of the child.</li> </ul> </li> </ul>	

<ul style="list-style-type: none"> <li>• An Employee must provide a statutory declaration to verify any leave, study or other activity undertaken by their partner to verify the criteria is met.</li> <li>• Primary carer leave must be taken in one consolidated period unless otherwise approved by UNSW.</li> <li>• Must be taken by the first birthday of the child unless otherwise agreed by UNSW.</li> <li>• Some or all of the leave may be taken at half pay (up to maximum of 52 weeks after the birth).</li> <li>• Annual leave accrues during paid parental leave on a proportional basis of the full-time entitlement where primary carer leave is taken at half pay.</li> </ul>
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<b>Table C: Adoption Leave – child under 5 years</b>	
<b>Paid Leave Entitlement:</b>	<ul style="list-style-type: none"> <li>• Commencement of employment up to 5 years of Continuous Service = 26 weeks (full pay)</li> <li>• 5 years or more of Continuous Service = 36 weeks (full pay)</li> </ul>
<b>Timeframe:</b>	52 weeks in total.  Commencement date may be up to 2 weeks prior to the date of placement of the child or on the date of placement of child.
<b>Conditions:</b>	
<ul style="list-style-type: none"> <li>• 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.</li> <li>• Some or all of the leave may be taken at half pay (up to maximum of 52 weeks).</li> <li>• Annual leave accrues during paid parental leave on a proportional basis of the full-time entitlement where primary carer leave is taken at half pay.</li> <li>• In addition, an Employee may apply to UNSW for additional unpaid leave.</li> <li>• Can be shared if both parents work at UNSW.</li> </ul>	

<b>Table D: Adoption Leave – child 5 years or over</b>	
<b>Paid Leave Entitlement:</b>	<ul style="list-style-type: none"> <li>• 2 weeks (full pay); or</li> <li>• 4 weeks (half pay).</li> </ul>
<b>Timeframe:</b>	52 weeks unpaid leave minus any paid leave entitlement.
<b>Conditions:</b>	
By agreement with UNSW, such leave may be taken in more than one consolidated period.	

<b>Table E: Foster Parent Leave</b>	
<b>Paid Leave Entitlement:</b>	<ul style="list-style-type: none"> <li>• 3 weeks (full pay) (for child under 5 years)</li> <li>• 2 weeks (full pay) (for child 5 years and over)</li> </ul>
<b>Timeframe:</b>	52 weeks unpaid leave minus any period of paid leave from the time that a foster child enters the Employee’s care on a long term placement.

<b>Conditions:</b>
Nil.

<b>Table F: Partner (including same sex partner) Leave</b>	
<b>Paid Leave Entitlement:</b>	2 weeks (full pay)
<b>Timeframe:</b>	Commencement may be up to 3 weeks prior to the expected birth (or 1 week prior to the date of placement) and up to 3 months after the birth/ placement.
<b>Conditions:</b>	
<ul style="list-style-type: none"> <li>• In addition, an Employee whose partner has given birth to a child will be entitled to a further unbroken period of 50 weeks unpaid partner leave.</li> <li>• In addition, an Employee may apply to UNSW for additional unpaid leave.</li> </ul>	

<b>Table G: Grandparent Leave</b>	
<b>Paid Leave Entitlement:</b>	2 weeks (full pay) in any two year period
<b>Timeframe:</b>	From the date of birth and up to 3 months after the birth.
<b>Conditions:</b>	
<ul style="list-style-type: none"> <li>• An Employee must provide a statutory declaration confirming that the birth mother of the child has no partner available to provide care to the birth mother.</li> <li>• Leave may be taken in one or more consolidated period.</li> <li>• An Employee may apply to take additional leave in the form of paid annual leave or long service leave or unpaid leave.</li> </ul>	

### **43.3 Fixed-term Appointments**

- (a) A Fixed-term Employee will cease to have an entitlement to parental leave on the expiry of their employment, except as provided for in subclauses 43.3(b) and 43.3(c).
- (b) A Fixed-term Employee whose contract expires when they are 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 birth parent leave entitlement in accordance with subclause 43.2 unless:
- (i) they were offered and refused another contract of employment broadly comparable to their existing position; or
  - (ii) a significant majority of the duties and responsibilities of the existing position are no longer being performed.
- (c) A Fixed-term Employee who is on parental leave at the expiry of the contract and who is subsequently employed on a further employment contract for the same position after a break in service, not being longer than the period of parental leave would have been, will be entitled to the full paid parental leave entitlement subject to fulfilling the eligibility requirements set out in this subclause.

#### **43.4 General Conditions that Apply to 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 four weeks' notice of the date on which the parental leave will commence.
- (b) An Employee who has taken paid birth parent leave will not be eligible for partner leave in respect of the same child.
- (c) If both parents are employed by UNSW:
  - (i) one Employee's paid parental leave entitlement under this Agreement will be reduced by any period of paid parental leave taken by the Employee's partner (including same-sex partner) in respect of the birth/ placement; and
  - (ii) both parents can take birth parent leave and partner leave concurrently, subject to the relevant conditions attached to that leave.
- (d) If an Employee (other than the birth mother) enters into a surrogacy arrangement in respect of the birth/ placement of the child, and it is not covered by a type of parental leave set out in subclause 43.2, the Employee may, with the approval of the Chief Human Resources Officer, take parental leave consistent with adoption or primary carer leave provisions, whichever is applicable in the circumstances.
- (e) Appropriate certification relating to the birth, adoption, surrogacy or primary care of the child and, where appropriate, the Employee's legal responsibility must be produced if required by UNSW.
- (f) If requested by an Employee, any paid portion of parental leave may be paid as a lump sum (except primary carer leave).
- (g) In respect of primary carer leave, an Employee must immediately notify UNSW if the Employee or their partner's circumstances change and they are no longer eligible for primary carer leave. Where there is a delay in notification, UNSW may reclaim any primary carer leave paid to the Employee for the period they were ineligible to receive the primary carer leave entitlement. If the Employee wishes to remain on leave from UNSW, they may request to access to another form of leave (as may be applicable).
- (h) Any parental leave absence (paid or unpaid) taken by an Employee within the first 12 months of the birth of the child will count as service for the purposes of long service leave.
- (i) UNSW will consider a request from a Continuing or Fixed-term Employee, to count as service for the purposes of determining any paid parental leave entitlement under clause 43.2, a period of casual employment with UNSW in the following circumstances:
  - (i) during the period of casual service, the Employee was engaged on a regular and systematic basis;
  - (ii) the period of casual service was 12 months or more and immediately prior to the commencement of the Continuing or Fixed-term Employment; and
  - (iii) the casual service was at the same level and approximately the same hours per week as the Continuing or Fixed-term Employment and in the same work area.

#### **43.5 Conditions Regarding Service and Other Leave**

- (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.

- (c) Any parental leave absence (paid or unpaid) taken by an Employee within the first 12 months of the birth of the child, will count as service for the purposes of long service leave.

#### **43.6 Unplanned Cessation of Parental Leave or Pregnancy**

- (a) An unplanned cessation of parental leave or pregnancy occurs in the following circumstances:
  - (i) in the case of birth parent leave, the pregnancy of the Employee terminates other than by the birth of a living child whilst the Employee is on birth parent leave, or the Employee's child dies during the period that the Employee is on birth parent leave; or
  - (ii) in the case of adoption leave (child under five years) or primary carer, the child dies during the period that the Employee is on such leave.
- (b) In each of the circumstances referred to in subclause 43.6(a):
  - (i) parental leave will cease on the date of the death of the child or the date of the unplanned cessation of pregnancy; and
  - (ii) with effect from the following day, the Employee will be entitled to be absent from duty on special parental leave for a period of up to 14 weeks payable at their Hourly Base Rate of Pay. Unless an earlier date is agreed between the Employee and UNSW, the Employee will return to duty at the completion of this period.
- (c) An Employee who is at least 20 weeks' pregnant and who has not yet commenced birth parent leave and who has an unplanned cessation of pregnancy without the birth of a living child, will also be entitled to be absent from duty on special birth parent leave for a period of up to 14 weeks payable at their Hourly Base Rate of Pay. Unless an earlier date is agreed between the Employee and UNSW, the Employee will return to duty at the completion of this period.
- (d) If an Employee's partner (including same sex partner) or other parent of the child:
  - (i) is at least 20 weeks' pregnant and there is an unplanned cessation of pregnancy; or
  - (ii) is on parental leave and the child dies within 3 months of the child's birth/ placement, the Employee will be entitled to be absent from duty on special partner leave for a period of up to two weeks payable at their Hourly Base Rate of Pay, less any period of partner leave already taken.
- (e) In addition to the paid leave entitlements provided for in subclauses 43.6(b) to (d), an Employee may apply for and be granted further leave such as sick leave, compassionate leave, annual leave, or long service leave as prescribed in this Agreement.
- (f) Documentation will be required to support any period of leave under this clause 43.6.

#### **43.7 Resumption of Duty**

- (a) On finishing parental leave, an Employee is entitled to resume work in the position the Employee held immediately before commencing parental leave except that (where applicable):
  - (i) if the Employee was transferred to a safe job because of their pregnancy, the relevant position is the position held immediately before the transfer;
  - (ii) if the Employee began working on a part-time basis because of the pregnancy, the relevant position is the position held immediately before the Employee began working part-time; and



- (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 30.0 (Managing Change in the Workplace) concerning any major workplace change affecting the position they held before commencing parental leave.
- (c) If the Employee's pre-parental leave position no longer exists, UNSW 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 or, if no such position is identified, retrench the Employee with the appropriate retrenchment benefit in accordance with clause 30.0 (Managing Change in the Workplace).
- (d) An Employee may negotiate with UNSW to return to work from a period of parental leave earlier than the date originally approved.

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

- (a) A Full-time Employee on a period of birth parent, adoption (child under five years) or primary carer leave may:
  - (i) apply to return to work in their pre-parental leave position on a part-time basis for a defined period following the completion of the parental leave; and
  - (ii) if such application is approved, request to extend the defined period until the child reaches school age.
- (b) An application to return to work on a part-time basis:
  - (i) must be made at least eight weeks prior to the completion of the parental leave;
  - (ii) will be given genuine consideration by UNSW; and
  - (iii) may only be refused on reasonable grounds related to the capacity of UNSW to accommodate the request.
- (c) If UNSW does not have the capacity to accommodate the Employee's request in the application, UNSW will notify the Employee in writing of the following:
  - (i) that the application is rejected; and
  - (ii) whether UNSW has identified a suitable alternative vacant position in which the Employee may be placed on a part-time basis and, if such a position has been identified, that the Employee may elect to be placed in the alternate position and be paid the appropriate proportion of the Annual Base Salary applicable to their former substantive position for the defined period of part-time employment.
- (d) At the conclusion of any period of part-time employment, the Part-time Employee will return to their 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 43.7(c) will apply.
- (e) This subclause 43.8 will be read in conjunction with clause 51.0 (Flexible Work Arrangements) in a way that is beneficial to the Employee to best support flexibility on return from parental leave.

#### **43.9 Casual Employees**

- (a) A Casual Employee who is pregnant will be entitled to 14 weeks' paid birth parent leave and

38 weeks' unpaid birth parent leave provided that:

- (i) they have been employed by UNSW 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) they have not accessed paid birth parent leave from any other employer for the pregnancy.
- (b) A Casual Employee who takes birth parent leave will remain a Casual Employee of UNSW for the period of birth parent leave.
  - (c) If a Casual Employee notified UNSW that they wish to return to work following a period of birth parent leave but work no longer exists, they will cease employment as at the last day of birth parent 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 birth parent 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 birth parent leave is commenced. The full amount of the birth parent leave will be paid to the Casual Employee at the commencement of the birth parent leave.

#### **44.0 SPECIAL LEAVE**

- (a) Special leave with pay of up to three 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; but
  - (ii) do not include situations such as moving house, care for an immediate family member, attendance at union state or national conferences or similar events or other private business.
- (c) There is no entitlement to special leave if the leave requested coincides with any other period of leave.

#### **45.0 HOLY DAYS AND ESSENTIAL RELIGIOUS OR CULTURAL DUTIES**

An Employee of UNSW can access their annual leave or long service leave entitlements or leave without pay or use of flex time or time off in lieu for the purpose of observing holy days or attending essential religious or cultural duties associated with a particular religious faith or culture.

#### **46.0 JURY LEAVE AND WITNESS LEAVE**

##### **46.1 Jury Leave**

- (a) An Employee required to serve as a juror must:
  - (i) notify their supervisor of the dates of any absence from work expected as a result of that service; and
  - (ii) provide UNSW with proof of the dates of attendance, and the monies received for the jury service, other than any travel allowance.
- (b) UNSW will pay to the Employee their Full Rate of Pay for the period of jury service, but the

Employee must pay UNSW the money received for the jury service, other than any travel allowance.

#### **46.2 Witness Leave**

- (a) An Employee required to attend a court or tribunal as a witness must notify UNSW in advance, through their Supervisor, of the dates of any absence from work.
- (b) An Employee required as a witness by UNSW, or directly in a matter relating to a UNSW enterprise agreement, 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 UNSW, or in a matter unrelated to UNSW, may choose to take leave without pay or take annual leave. Where this occurs, the Employee must notify their Supervisor in advance.

#### **47.0 DEFENCE FORCES LEAVE**

##### **47.1 Amount of Leave**

- (a) An Employee may be granted paid leave to attend defence forces reserves training programs or courses on the following basis:

<b>Service</b>	<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

##### **47.2 Additional Leave**

- (a) Up to four calendar days' additional paid leave in any period of 12 months may be approved on written certification of its necessity by the Employee's Commanding Officer.
- (b) Any further leave that is required may be taken as leave without pay or, with the Employee's agreement be deducted from the Employee's accrued annual leave or long service leave.
- (c) UNSW will consider any application submitted by an Employee (with support from their Commanding Officer) for paid leave in addition to the provisions referred to in subclauses 47.2(a) and (b) where UNSW is reimbursed for the Employee's absence through a scheme funded by the Commonwealth Government.

##### **47.3 Refusal of Leave**

Subject to applicable laws, UNSW may refuse an application for leave under this clause 47.0 if it would be inconvenient to the work unit to grant the leave requested.

#### **48.0 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 ½ an hour for each 1 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 48.0(a), additional time off may be granted for the purpose of attending examinations required in the course of study.
- (c) An Employee and their Supervisor may negotiate reasonable flexible work arrangements for study directly relevant to their position. For example, an Employee may be given approval to access flexible working hours to attend a lecture or class which falls within a

work unit's core hours.

#### **49.0 GENDER AFFIRMATION LEAVE**

- (a) UNSW celebrates diversity and is committed to the promotion of equity and inclusion.
- (b) UNSW will support Employees affirm their gender (transitioning) in the workplace in a safe, positive and inclusive manner. UNSW understands that gender affirmation is an ongoing process in a person's life.
- (c) An Employee who is transitioning or otherwise defining their gender is entitled to take up to 30 days' paid leave in each year of Continuous Service with UNSW for purposes incidental to that transition (**Gender Affirmation Leave**). Gender Affirmation Leave does not accumulate from year to year.
- (d) Supporting documentation, which may include a medical certificate or statutory declaration signed by the Employee, may be required.
- (e) Gender Affirmation Leave may be used for the purpose of attending medical appointments, recovering from medical procedures, undertaking any legal process relating to the transition or any other similar activity related to the Employee's transition.
- (f) Nothing in this clause 49.0 prevents the Employee from taking accrued personal leave in circumstances where they meet the criteria set out in clause 40.0 (Personal Leave).
- (g) If an Employee has used all of their paid Gender Affirmation Leave under this clause 49.0, and has exhausted any other paid leave entitlements, the Employee may apply for unpaid leave. Such leave will not be unreasonably refused.
- (h) Applications for unpaid leave will be dealt with confidentially and sensitively and should be made to the relevant Supervisor.
- (i) UNSW will:
  - (i) make every effort to protect the privacy and safety of transitioning Employees during and post transition; and
  - (ii) on request by an Employee and subject to any relevant system limitations, update Employee records and directories to reflect the Employee's name and gender change.

#### **50.0 PUBLIC HOLIDAYS**

##### **50.1 General Entitlement**

- (a) An Employee will be entitled to observe the following days, or days proclaimed as holidays in substitution for those days (**Public Holidays**), without loss of pay:
  - (i) New Year's Day;
  - (ii) Australia Day;
  - (iii) Canberra Day (UNSW Canberra only);
  - (iv) Good Friday;
  - (v) Easter Monday;
  - (vi) Anzac Day;
  - (vii) King's Birthday;
  - (viii) Labour Day;
  - (ix) Christmas Day;

- (x) Boxing Day; and
  - (xi) all other proclaimed Public Holidays for the state of NSW and the ACT (as applicable).
- (b) All working days between Christmas Day and New Years' Day will be deemed University Holidays.
  - (c) An Employee required to work on a University Holiday will be permitted to take another day off in lieu of each day worked at a time agreed between the Employee and their Supervisor.
  - (d) If a Public Holiday falls on an Employee's rostered day off and the Employee does not work on that rostered day off, the Employee will be entitled to an additional day of leave (or at the option of UNSW, an additional day's pay at the Employee's Annual Base Salary or Hourly Base Rate of Pay) in lieu of such holiday. Such leave is to be taken at a time mutually convenient to the Employee and UNSW.
  - (e) If a Public Holiday falls during a period on which an Employee is on annual leave, personal leave or long service leave, the Public Holiday will not count as a day of any such leave.
  - (f) If a Public Holiday falls during a period on which an Employee is on either long service leave or birth parent leave at half-pay, payment for the Public Holiday will be made at half pay.

#### **50.2 Australia Day - Alternate Day**

- (a) An Employee may nominate an alternate day of leave (**Alternate Day**) in lieu of time off on any Australia Day public holiday, subject to the following:
  - (i) the Employee's nomination must be made in writing to their Supervisor no later than fourteen days before the relevant Australia Day;
  - (ii) the request must nominate the proposed Alternate Day; and
  - (iii) the Alternate Day to be taken in lieu of Australia Day must be the working day prior to the Australia day public holiday or the working day after the Australia Day public holiday, or another day in the same pay period as the Australia Day public holiday.
- (b) Where UNSW has approved an arrangement for an Employee to nominate an Alternate Day:
  - (i) payment for hours worked on the prescribed Australia Day Public Holiday will be made as if that day was not a public holiday; and
  - (ii) on the agreed Alternate day the Employee will either be paid for their absence at their Full Rate of Pay for that day (where they have the day off) or will receive the relevant public holiday rates for hours worked on that day.
- (c) This subclause 50.2 will cease to apply if, at any time, the Australia Day public holiday is proclaimed to fall on a day other than 26 January.

## **PART I - OTHER ITEMS**

#### **51.0 FLEXIBLE WORK ARRANGEMENTS**

- (a) An Employee, or group of Employees, may request a flexible work arrangement.
- (b) A flexible work arrangement may include:
  - (i) flexible working hours;

- (ii) part-time work;
  - (iii) job-sharing;
  - (iv) changes to the location of where work is performed (remote work); and/or
  - (v) changes to start / finish times of work.
- (c) As part of a flexible work arrangement, Employees may request to work hours outside their usual number and span of ordinary hours. Such hours will be paid at the Employee's Annual Base Salary or Hourly Base Rate of Pay (as applicable), and additional amounts (including shift, weekend or public holiday loadings, or overtime rates) will not be paid for time worked under the flexible work arrangement.
- (d) Where an Employee or group of Employees' request is in writing, it must include the details of the arrangement proposed, the duration of time for which the arrangement is requested and the reason for the request. The Employee may be asked to provide additional information that is relevant to considering the request.
- (e) Before responding to a written request, UNSW must discuss the request with the Employee and genuinely try to reach agreement on a change in working arrangements that will reasonably accommodate the employee's circumstances having regard to:
- (i) the needs of the employee arising from their circumstances;
  - (ii) the consequences for the employee if changes in working arrangements are not made; and
  - (iii) any reasonable business grounds for refusing the request.
- (f) A request for a flexible work arrangement is subject to UNSW approval but may only be refused on reasonable business grounds.
- (g) UNSW must respond to any written request for a flexible work arrangement within 21 days stating whether or not the request is approved. If the request is refused the response must include details of the reasons for the refusal, including the business ground or grounds for the refusal and how the ground or grounds apply.
- (h) If UNSW and the Employee could not agree on a change in working arrangements under subclause (e), then the response must:
- (i) state whether or not there are any changes in working arrangements that UNSW can offer the employee so as to better accommodate the employee's circumstances; and
  - (ii) if UNSW can offer the employee such changes in working arrangements, set out those changes in working arrangements.
- (i) If UNSW determines that a flexible work arrangement must cease, it will provide the Employee or group of Employees with reasonable notice.
- (j) UNSW may approve a flexible work arrangement whereby an Employee might work flexible start and finish times and/or work more than the number of ordinary hours of work to either:
- (i) accommodate the Employee's particular circumstances at the request of the Employee; or
  - (ii) accumulate flex-time hours which may then be taken as time off work at another time 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.

- (k) There will be no loss of flex-time hours accrued under an arrangement outlined in subclause 51.0(j)(ii) above, without a reasonable opportunity for the Employee to take the hours (recognising that during peak periods of work activity there may need to be a longer period available to take flex-time hours).
- (l) This clause is not intended to limit in any way the operation of (and is intended to satisfy UNSW's obligations under) legislation, including the Act.
- (m) Nothing in this clause prevents an ad hoc and/or informal flexible work arrangement being agreed between an Employee and UNSW.

## **52.0 INDIVIDUAL FLEXIBILITY ARRANGEMENT**

An individual flexibility arrangement may be made in accordance with Schedule 7.

## **53.0 UNION RIGHTS**

- (a) An Employee who has been appointed as a representative for a Union will be allowed reasonable paid time, and will be considered to be on duty, for the conduct of union activities, including where that Employee is representing another Employee in respect of any process under this Agreement.
- (b) Employees appointed as Union bargaining representatives will be allowed reasonable paid time off duty to prepare for and participate in bargaining.
- (c) The appointed representatives for each Union will be permitted to access a collective total of up to 20 working days per annum to attend external union meetings, trade union training courses and associated activities (with each representative being able to access a maximum of 6 days). Applications for union leave must be made as soon as practicable.
- (d) A Union meeting should be held during meal breaks or other work breaks, and may only be held during working hours if agreed, in writing, between a Union and the Chief Human Resources Officer. This clause does not confer any entitlement to right of entry other than in accordance with Part 3-4 of the Act.
- (e) UNSW will include in individual Employee induction packages an application form for each Union.
- (f) An Employee may request UNSW to deduct union membership fees from their pay. UNSW will not charge the Employee for any such deductions. This arrangement may be terminated by the Employee providing two weeks' written notice to UNSW.
- (g) An Employee who is a Union representative will be provided with reasonable use of their UNSW email account, and UNSW meeting rooms, for the purpose of Union matters.
- (h) The parties to the Agreement acknowledge that the purpose of this clause 53.0 above is to benefit UNSW's Employees by facilitating the provision of effective and accessible industrial representation.

## **54.0 ABORIGINAL AND TORRES STRAIT ISLANDER EMPLOYMENT**

- (a) UNSW aims to be recognised as the leading University in Australia for Aboriginal and Torres Strait Islander workforce participation, education and researchers.
- (b) UNSW aspires over the life of this Agreement to make significant progress towards its 2025 target of being representative of the community and greater Sydney population by having 140 Aboriginal and Torres Strait Islander academic and professional employees (excluding casual employees) at the expiry of this Agreement.

- (c) During the life of this Agreement, UNSW will:
- (i) work to implement its Aboriginal and Torres Strait Islander employment Strategy and actively pursue the targets for increased Aboriginal and Torres Strait Islander employment included in the Strategy;
  - (ii) will guarantee dedicated funding to be allocated each year to support the implementation of aims and initiatives associated with advancing Aboriginal and Torres Strait Islander employment outcomes. The funding each year will be no less than \$2 million to support new initiatives set out in the Strategy or to enhance expenditure on existing initiatives. A copy of the financial compact will be provided to the Union/s upon request by that particular Union;
  - (iii) develop and maintain a committee to monitor implementation of the Strategy and include on the committee an Aboriginal or Torres Strait Islander UNSW employee nominated by the Unions;
  - (iv) implement a number of initiatives to support Aboriginal and Torres Strait Islander Employees to complete PhDs at UNSW including where appropriate workload relief and extended timeframes to complete (within any limits set by Government);
  - (v) meet with the Unions up to twice a year, on request, to discuss progress in developing or implementing the Strategy and the above objectives; and
  - (vi) In the first year of this Agreement's operation, create a continuing position at an appropriate level to work towards increasing the number of Aboriginal and Torres Strait Islander academic and professional employees employed by UNSW.
- (d) Aboriginal and Torres Strait Islander Employees are entitled to up to ten days' special paid leave to attend to Indigenous cultural or ceremonial obligations. Employees will provide appropriate documentation in support of their request for this leave to their Supervisor.
- (e) An Indigenous Language Allowance will be payable to an Aboriginal and Torres Strait Islander Employee, including a Casual Employee, who is competent to use an Indigenous language. The allowance will be provided at two different levels, based on the level of language used, as set out below.
- (i) Level 1 – this level of payment is for Employees who use introductory-level knowledge of language for the purpose of simple communication.
  - (ii) Level 2 – this level of payment is for Employees who use a level of language for the ordinary purposes of general business, conversation, reading and writing.
- The allowance will be paid on all ordinary hours at the rates for each level specified in Schedule 3.
- (f) Aboriginal and Torres Strait Islander Employees who undertake a formal course of study with an approved higher education provider in an Indigenous Language will be entitled to reimbursement for course fees up to a maximum of \$2,000 in any one calendar year, subject to provision of documentation of the successful completion of the course.
- (g) Aboriginal and Torres Strait Islander Employees who may be requested and may agree to undertake additional cultural duties on and off the campus on behalf of UNSW such as:
- (i) Welcome to Country/Acknowledgement of Country;
  - (ii) Smoking/Cleansing Ceremonies (or similar);
  - (iii) Performances of traditional dance and storytelling; and
  - (iv) Provision of cultural knowledge,



will either:

- (v) receive an additional payment for the period of time spent undertaking these cultural duties for all time worked based on the Employee's Hourly Base Rate of Pay for work performed during ordinary hours; or
  - (vi) at the relevant overtime rate where these duties are performed outside of ordinary hours that apply to that employee under Schedule 4.
- (h) Any of the cultural duties specified in either subclause 54.0(g) or in the following list that an Aboriginal and Torres Strait Islander Employee is required by UNSW to perform as part of their role will be recognised in their workload:
- (i) additional work with Aboriginal and Torres Strait Islander communities on behalf of UNSW outside standard working hours (for example, attendance/participation at community meetings as a representative of UNSW);
  - (ii) organising and/or participating in Reconciliation Week and NAIDOC week events on behalf of UNSW as a representative of the local community; and
  - (iii) cultural learning, teaching and research requirements where not already specifically detailed in the employee's position description or annual workload allocation.

#### **55.0 EMPLOYMENT EQUITY**

- (a) UNSW will implement an equity and diversity strategy during the life of this Agreement. Two key objectives of this strategy will be to:
- (i) emphasise programs to support the development of female staff into senior positions within UNSW; and
  - (ii) develop measures to support the needs of staff with disabilities or family responsibilities.
- (b) UNSW will consult with the Unions up to twice a year, on request, about improving gender equity within UNSW and advancing the above objectives.

#### **56.0 WORKPLACE BULLYING**

- (a) Workplace bullying is unacceptable behaviour.
- (b) The processes for dealing with workplace bullying complaints are contained in UNSW policy and legislation which, for completeness, are not incorporated into this Agreement.

#### **57.0 STAFF PERSONNEL FILES**

An Employee will be able to view their personnel file and will be advised by their Supervisor of any adverse reports or documents relating to performance placed on that file.

#### **58.0 WORK HEALTH AND SAFETY**

- (a) UNSW will facilitate a meeting with the Union, on request, up to two times per year to discuss work, health and safety. This clause does not limit UNSW's obligations under the Act or work health and safety legislation.
- (b) UNSW will identify on its website its work health and safety work groups and the health and safety representatives of each work group.

#### **59.0 DISCONNECTING FROM THE WORKPLACE**

- (a) UNSW recognises that Employees have ordinary or regular working hours arranged with their Supervisor. An Employee will not be required or expected to respond to any contact

which occurs outside of these hours, except:

- (i) where a provision of this Agreement applies or is relevant to the contact, such as the notification of an unplanned absence, during authorised overtime, for the cancellation of planned overtime, a call back to work, the notification of rostering changes or where other paid on-call arrangements are in place; or
- (ii) in the case of a genuine emergency or unforeseen circumstances, such as where there is a serious or imminent risk to other employees, students or to UNSW property; or
- (iii) where the Employee is appointed to a position at level 8 or above and the nature or seniority of the Employee's position warrants it.

PART J – SCHEDULES

SCHEDULE 1 BASE RATES OF PAY

LEVEL	STEP	RATE TYPE	Rate applicable from the first full pay period on or after:			
			Date Agreement commences operation	1-Jul-24	1-Jul-25	1-Jul-26
1	1	<b>Hourly Base Rate of Pay:</b>	30.1896	31.2462	32.3398	33.6334
		Annual Base Salary (35 hour week):	54,945	56,868	58,858	61,213
		Annual Base Salary (38 hour week):	59,655	61,742	63,903	66,460
	2	<b>Hourly Base Rate of Pay:</b>	31.0289	32.1149	33.2389	34.5685
		Annual Base Salary (35 hour week):	56,473	58,449	60,495	62,915
		Annual Base Salary (38 hour week):	61,313	63,459	65,680	68,307
	3	<b>Hourly Base Rate of Pay:</b>	31.8693	32.9847	34.1392	35.5048
		Annual Base Salary (35 hour week):	58,002	60,032	62,133	64,619
		Annual Base Salary (38 hour week):	62,974	65,178	67,459	70,157
	4	<b>Hourly Base Rate of Pay:</b>	32.7092	33.8540	35.0389	36.4405
		Annual Base Salary (35 hour week):	59,531	61,614	63,771	66,322
		Annual Base Salary (38 hour week):	64,633	66,896	69,237	72,006
	5	<b>Hourly Base Rate of Pay:</b>	33.5455	34.7196	35.9348	37.3722
		Annual Base Salary (35 hour week):	61,053	63,190	65,401	68,017
		Annual Base Salary (38 hour week):	66,286	68,606	71,007	73,847
2	1	<b>Hourly Base Rate of Pay:</b>	34.4331	35.6383	36.8856	38.3610
		Annual Base Salary (35 hour week):	62,668	64,862	67,132	69,817
		Annual Base Salary (38 hour week):	68,040	70,421	72,886	75,801
	2	<b>Hourly Base Rate of Pay:</b>	35.3020	36.5376	37.8164	39.3291
		Annual Base Salary (35 hour week):	64,250	66,498	68,826	71,579
		Annual Base Salary (38 hour week):	69,757	72,198	74,725	77,714
3	1	<b>Hourly Base Rate of Pay:</b>	36.3575	37.6300	38.9471	40.5050
		Annual Base Salary (35 hour week):	66,171	68,487	70,884	73,719
		Annual Base Salary (38 hour week):	71,842	74,357	76,959	80,038

	2	<b>Hourly Base Rate of Pay:</b>	37.4116	38.7210	40.0762	41.6792
		Annual Base Salary (35 hour week):	68,089	70,472	72,939	75,856
		Annual Base Salary (38 hour week):	73,925	76,513	79,191	82,358
	3	<b>Hourly Base Rate of Pay:</b>	38.4640	39.8102	41.2036	42.8517
		Annual Base Salary (35 hour week):	70,004	72,455	74,991	77,990
		Annual Base Salary (38 hour week):	76,005	78,665	81,418	84,675
	4	<b>Hourly Base Rate of Pay:</b>	39.5176	40.9007	42.3322	44.0255
		Annual Base Salary (35 hour week):	71,922	74,439	77,045	80,126
		Annual Base Salary (38 hour week):	78,087	80,820	83,648	86,994
5	<b>Hourly Base Rate of Pay:</b>	40.5700	41.9900	43.4597	45.1981	
	Annual Base Salary (35 hour week):	73,837	76,422	79,097	82,261	
	Annual Base Salary (38 hour week):	80,166	82,972	85,876	89,311	
4	1	<b>Hourly Base Rate of Pay:</b>	41.7180	43.1781	44.6893	46.4769
		Annual Base Salary (35 hour week):	75,927	78,584	81,335	84,588
		Annual Base Salary (38 hour week):	82,435	85,320	88,306	91,838
	2	<b>Hourly Base Rate of Pay:</b>	42.8613	44.3614	45.9140	47.7506
		Annual Base Salary (35 hour week):	78,008	80,738	83,563	86,906
		Annual Base Salary (38 hour week):	84,694	87,658	90,726	94,355
	3	<b>Hourly Base Rate of Pay:</b>	44.0075	45.5478	47.1420	49.0277
		Annual Base Salary (35 hour week):	80,094	82,897	85,798	89,230
		Annual Base Salary (38 hour week):	86,959	90,002	93,153	96,879
5	1	<b>Hourly Base Rate of Pay:</b>	45.5043	47.0970	48.7454	50.6952
		Annual Base Salary (35 hour week):	82,818	85,717	88,717	92,265
		Annual Base Salary (38 hour week):	89,916	93,064	96,321	100,174
	2	<b>Hourly Base Rate of Pay:</b>	46.9988	48.6438	50.3463	52.3602
		Annual Base Salary (35 hour week):	85,538	88,532	91,630	95,296
		Annual Base Salary (38 hour week):	92,870	96,120	99,484	103,464
	3	<b>Hourly Base Rate of Pay:</b>	48.4950	50.1923	51.9490	54.0270
		Annual Base Salary (35 hour week):	88,261	91,350	94,547	98,329
		Annual Base Salary (38 hour week):	95,826	99,180	102,651	106,757

	4	<b>Hourly Base Rate of Pay:</b>	49.9907	51.7404	53.5513	55.6934
		Annual Base Salary (35 hour week):	90,983	94,168	97,463	101,362
		Annual Base Salary (38 hour week):	98,782	102,239	105,817	110,050
	5	<b>Hourly Base Rate of Pay:</b>	51.4898	53.2919	55.1571	57.3634
		Annual Base Salary (35 hour week):	93,711	96,991	100,386	104,401
		Annual Base Salary (38 hour week):	101,744	105,305	108,990	113,350
6	1	<b>Hourly Base Rate of Pay:</b>	53.2749	55.1395	57.0694	59.3522
		Annual Base Salary (35 hour week):	96,960	100,354	103,866	108,021
		Annual Base Salary (38 hour week):	105,271	108,956	112,769	117,280
	2	<b>Hourly Base Rate of Pay:</b>	55.0420	56.9685	58.9624	61.3209
		Annual Base Salary (35 hour week):	100,176	103,683	107,312	111,604
		Annual Base Salary (38 hour week):	108,763	112,570	116,510	121,170
	3	<b>Hourly Base Rate of Pay:</b>	56.8317	58.8208	60.8795	63.3147
		Annual Base Salary (35 hour week):	103,434	107,054	110,801	115,233
		Annual Base Salary (38 hour week):	112,299	116,230	120,298	125,110
7	1	<b>Hourly Base Rate of Pay:</b>	58.4345	60.4797	62.5965	65.1004
		Annual Base Salary (35 hour week):	106,351	110,073	113,926	118,483
		Annual Base Salary (38 hour week):	115,467	119,508	123,691	128,638
	2	<b>Hourly Base Rate of Pay:</b>	60.0380	62.1393	64.3142	66.8868
		Annual Base Salary (35 hour week):	109,269	113,094	117,052	121,734
		Annual Base Salary (38 hour week):	118,635	122,787	127,085	132,168
	3	<b>Hourly Base Rate of Pay:</b>	61.6402	63.7976	66.0305	68.6717
		Annual Base Salary (35 hour week):	112,185	116,112	120,176	124,982
		Annual Base Salary (38 hour week):	121,801	126,064	130,476	135,695
	4	<b>Hourly Base Rate of Pay:</b>	63.2435	65.4570	67.7480	70.4579
		Annual Base Salary (35 hour week):	115,103	119,132	123,301	128,233
		Annual Base Salary (38 hour week):	124,969	129,343	133,870	139,225
8	1	<b>Hourly Base Rate of Pay:</b>	65.3205	67.6067	69.9729	72.7718
		Annual Base Salary (35 hour week):	118,883	123,044	127,351	132,445
		Annual Base Salary (38 hour week):	129,073	133,591	138,266	143,797

	2	<b>Hourly Base Rate of Pay:</b>	67.3845	69.7430	72.1840	75.0714
		Annual Base Salary (35 hour week):	122,640	126,932	131,375	136,630
		Annual Base Salary (38 hour week):	133,152	137,812	142,636	148,341
	3	<b>Hourly Base Rate of Pay:</b>	69.4597	71.8908	74.4070	77.3833
		Annual Base Salary (35 hour week):	126,417	130,841	135,421	140,838
		Annual Base Salary (38 hour week):	137,252	142,056	147,028	152,909
	4	<b>Hourly Base Rate of Pay:</b>	71.5215	74.0248	76.6157	79.6803
		Annual Base Salary (35 hour week):	130,169	134,725	139,441	145,018
		Annual Base Salary (38 hour week):	141,326	146,273	151,393	157,448
	5	<b>Hourly Base Rate of Pay:</b>	73.5978	76.1737	78.8398	81.9934
		Annual Base Salary (35 hour week):	133,948	138,636	143,488	149,228
		Annual Base Salary (38 hour week):	145,429	150,519	155,787	162,019
9	1	<b>Hourly Base Rate of Pay:</b>	75.9182	78.5753	81.3254	84.5784
		Annual Base Salary (35 hour week):	138,171	143,007	148,012	153,933
		Annual Base Salary (38 hour week):	150,014	155,265	160,699	167,127
	2	<b>Hourly Base Rate of Pay:</b>	78.2390	80.9774	83.8116	87.1641
		Annual Base Salary (35 hour week):	142,395	147,379	152,537	158,639
		Annual Base Salary (38 hour week):	154,600	160,011	165,612	172,236
	3	<b>Hourly Base Rate of Pay:</b>	80.5565	83.3760	86.2942	89.7460
		Annual Base Salary (35 hour week):	146,613	151,744	157,055	163,338
		Annual Base Salary (38 hour week):	159,180	164,751	170,517	177,338
10	Min.	<b>Hourly Base Rate of Pay:</b>	82.7994	85.6974	88.6968	92.2447
		Annual Base Salary (35 hour week):	150,695	155,969	161,428	167,885

*The Annual Base salaries in the above table were calculated by multiplying the relevant Hourly Base Rate of Pay by 52 (weeks in a year) and then by either 35 or 38 (full time ordinary hours per week).*

## SCHEDULE 2 RATES OF PAY INCORPORATING CASUAL LOADING

The rates of pay (incorporating casual loading) are set out in the table below.

LEVEL	POINT	Rate applicable from the first full pay period on or after:			
		Date Agreement commences operation	1-Jul-24	1-Jul-25	1-Jul-26
1	1	37.7370	39.0578	40.4248	42.0418
	2	41.9319	43.3995	44.9185	46.7153
2	1	43.0414	44.5479	46.1070	47.9513
	2	44.1275	45.6720	47.2705	49.1614
3	1	45.4469	47.0375	48.6839	50.6313
	2	50.7125	52.4875	54.3246	56.4976
4	1	52.1475	53.9726	55.8616	58.0961
	2	55.0094	56.9348	58.9275	61.2846
5	1	56.8804	58.8713	60.9318	63.3690
	2	64.3623	66.6149	68.9464	71.7043
6	1	66.5936	68.9244	71.3368	74.1903
	2	71.0396	73.5260	76.0994	79.1434
7	1	73.0431	75.5996	78.2456	81.3755
	2	79.0544	81.8213	84.6850	88.0724
8	1	81.6506	84.5084	87.4661	90.9648
	2	91.9973	95.2171	98.5498	102.4918
9	1	94.8978	98.2191	101.6568	105.7230
	2	100.6956	104.2200	107.8678	112.1825

## SCHEDULE 3 ALLOWANCES

### 1 Current Allowances

The annual rates for allowances for a Full-time Employee are set out in the table below:

Allowance Type	Rate applicable from the first full pay period on or after:			
	Date Agreement commences operation	1 July 2024	1 July 2025	1 July 2026
Cadaver Allowance	2,011	2,081	2,154	2,240
Remote Area Allowance – With Dependant	2,338	2,420	2,505	2,605
Remote Area Allowance – Without Dependant	1,634	1,692	1,751	1,821
First Aid Allowance (including mental health First Aid)	806	834	863	898
Clothing Allowance	264	273	283	294
Indigenous Language Allowance Level 1	2,460	2,546	2,635	2,740
Indigenous Language Allowance Level 2	4,921	5,093	5,272	5,483

\* Where the Indigenous language allowance is paid to a Casual Employee the annual allowance amount specified above will be converted to a rate per hour by dividing by the weekly ordinary hours for an equivalent Full-time Employee (i.e. 35 or 38) and then dividing again by 52. The hourly rate will then be paid on the ordinary hours worked by an employee (excluding overtime, callback etc).

### 2 Licence/Registration Fees

- (a) An Employee who, by virtue of their employment, is required to hold the following licences will either be paid or reimbursed the following licence/registration fees:
- (iv) Electricians Licence;
  - (v) Plumbers Licence/Registration;
  - (vi) Security Licence 1A and 1B;
  - (vii) Refrigeration and Air-conditioning Licence;
  - (viii) Radiation (Holders and Users) Licences; and
  - (ix) other licences identified by UNSW as a condition of employment.

### 3 Reimbursement of Expenses

- (a) An Employee will be reimbursed for reasonable costs incurred in the following



circumstances:

- (i) Where the Employee is required to travel on behalf of UNSW.
- (ii) Where UNSW requires the Employee to undergo 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.
- (iii) Where the Employee is required by UNSW to use their own motor vehicle in connection with UNSW's business. Such costs will be determined and become effective from 1 July each year at a level consistent with the reasonable allowances amounts as published at or before that time by the Australian Taxation Office.
- (iv) Where the Employee sustains damage to their personal property where such damage is sustained:
  - (A) due to the negligence of UNSW and/or another Employee in the discharge of their duties;
  - (B) by a defect in UNSW's materials or equipment; or
  - (C) where the Employee has protected or attempted to protect UNSW's property from loss or damage.

#### **4 Overtime Meal Allowance**

- (a) An Employee when required to work overtime by UNSW will be paid a meal allowance, in addition to any overtime payment in the following circumstances:
  - (i) when required to continue working for more than two hours immediately after their normal finishing time (except when the overtime work ceases no later than 6.00pm); or
  - (ii) when required to work overtime for more than five hours on a Saturday, Sunday or public holiday; or
  - (i) when required to commence the overtime at or before 6.00am (being at least one hour before the Employee's usual starting time).
- (b) The meal allowance referred to at subclause 4(a) of this Schedule will be determined at a level consistent with the reasonable allowances amounts for the appropriate income year as published by the Australian Taxation Office.

#### **5 Clothing Allowance**

- (a) An Employee, who is required by UNSW to wear a uniform or protective clothing and where such clothing is not provided by UNSW, will be reimbursed reasonable costs of providing or replacing such clothing.
- (b) Pursuant to subclause 5(a) of this Schedule, an allowance will be paid to an Employee for the maintaining, laundering or dry-cleaning of their uniform or protective clothing in accordance with the prescribed rate outlined in section 1 of this Schedule. Provided that where UNSW maintains, dry-cleans or launders an Employee's uniform or protective clothing, such an allowance will not be payable.

## SCHEDULE 4 HOURS AND SPAN OF WORK

The ordinary hours of work and span of hours as described in clauses 22.0 and 23.0 are as follows:

	<b>A Category of Staff</b>	<b>B Ordinary hours of work</b>	<b>C Span of Hours of Work</b>
<b>A</b>	Driver/Messengers, Laboratory Craftsmen	38 per week 7.6 hours of work	7.30am - 7.30pm Monday to Friday 8.00am - 6.00pm Saturday
<b>B</b>	Stores Officer	38 per week 7.6 hours of work	6.30am - 10.15pm Monday to Friday 6.30am - 6.30pm Saturday
<b>C</b>	Broadcast, Production, and Graphic Design Staff	38 per week 7.6 hours of work	8.00am - 10.15pm Monday to Friday 8.00am - 6.00pm Saturday
<b>D</b>	Laboratory Assistants	38 per week 7.6 hours of work	8.00am - 10.15pm Monday to Friday 8.00am - 6.00pm Saturday
<b>E</b>	Technical Officer, Senior Technical Officer	35 per week 7 hours of work	8.00am - 10.15pm Monday to Friday 8.00am - 6.00pm Saturday
<b>F</b>	Library Staff, Telephonist/Office Assistant, Supervisor- Switchboard	35 per week 7 hours of work	8.00am - 10.15pm Monday to Saturday
<b>G</b>	Administrative, Clerical, Computing, Professional and Research Staff	35 per week 7 hours of work	8.00am - 8.00pm Monday to Friday 8.00am - 6.00pm Saturday
<b>H</b>	Child Care Workers	38 per week 7.6 hours of work	7.00am – 7.00pm Monday to Friday
<b>I</b>	Custodian	38 per week 7.6 hours of work	Monday to Saturday as required
<b>J</b>	Trades Staff and Grounds staff	38 per week 7.6 hours of work	6.00am - 6.00pm Monday to Saturday
<b>K</b>	Sport & Recreation staff (pool and weights room /fitness staff)	38 per week 7.6 hours of work	5.00am - 11.30pm Monday to Sunday
<b>L</b>	Sport & Recreation staff (other than pool and weights room staff)	35 per week 7 hours of work	5.00am - 11.30pm Monday to Sunday
<b>M</b>	Audio Visual Technicians/Theatre Technician/Technician/ Events Officers (UNSW Hospitality) and any other categories of Employees employed on 7 day continuous shiftwork	38 per week 7.6 hours of work	Monday to Sunday, as required/rostered

	<b>A Category of Staff</b>	<b>B Ordinary hours of work</b>	<b>C Span of Hours of Work</b>
<b>N</b>	Audio Visual Technicians/Theatre Technician/Technician (Venues and Events) other than those Employees employed on 7 day continuous shiftwork	38 per week 7.6 hours of work	Monday to Friday, 7.00am to 8.00pm
<b>O</b>	All staff at UNSW Canberra	35 per week 7 hours of work	7:30am – 7:30pm Monday to Friday
<b>P</b>	Instructors employed within the School of Aviation	38 per week 7.6 hours of work	6:00am – 10:00pm Monday to Friday 6:00am – 5:00pm Saturday to Sunday

## SCHEDULE 5 COLLAPSED INCREMENTAL STEPS FOR BROADBANDDED POSITIONS

The following salary increment steps will apply where UNSW has determined that a position is to be broadbanded.

Progression through the increments of any salary level will occur by single incremental progression (as detailed below), unless an application for accelerated incremental progression is submitted and approved by UNSW.

### UNSW Positions (excluding UNSW Canberra Positions)

<p><u>LEVEL 1/2</u></p> <p>Level 1, Step 1</p> <p>Level 1, Step 3</p> <p>Level 1, Step 5</p> <hr style="border: 1px solid black;"/> <p>Level 2, Step 1</p> <p>Level 2, Step 2</p>	<p><u>LEVEL 4/5</u></p> <p>Level 4, Step 1</p> <p>Level 4, Step 2</p> <p>Level 4, Step 3</p> <hr style="border: 1px solid black;"/> <p>Level 5, Step 1</p> <p>Level 5, Step 3</p> <p>Level 5, Step 5</p>	<p><u>LEVEL 7/8</u></p> <p>Level 7, Step 1</p> <p>Level 7, Step 2</p> <p>Level 7, Step 4</p> <hr style="border: 1px solid black;"/> <p>Level 8, Step 1</p> <p>Level 8, Step 3</p> <p>Level 8, Step 5</p>
<p><u>LEVEL 2/3</u></p> <p>Level 2, Step 1</p> <p>Level 2, Step 2</p> <hr style="border: 1px solid black;"/> <p>Level 3, Step 1</p> <p>Level 3, Step 3</p> <p>Level 3, Step 5</p>	<p><u>LEVEL 5/6</u></p> <p>Level 5, Step 1</p> <p>Level 5, Step 3</p> <p>Level 5, Step 5</p> <hr style="border: 1px solid black;"/> <p>Level 6, Step 1</p> <p>Level 6, Step 2</p> <p>Level 6, Step 3</p>	<p><u>LEVEL 8/9</u></p> <p>Level 8, Step 1</p> <p>Level 8, Step 3</p> <p>Level 8, Step 5</p> <hr style="border: 1px solid black;"/> <p>Level 9, Step 1</p> <p>Level 9, Step 2</p> <p>Level 9, Step 3</p>
<p><u>LEVEL 3/4</u></p> <p>Level 3, Step 1</p> <p>Level 3, Step 2</p> <p>Level 3, Step 3</p> <p>Level 3, Step 5</p> <hr style="border: 1px solid black;"/> <p>Level 4, Step 1</p> <p>Level 4, Step 3</p>	<p><u>LEVEL 6/7</u></p> <p>Level 6, Step 1</p> <p>Level 6, Step 2</p> <p>Level 6, Step 3</p> <hr style="border: 1px solid black;"/> <p>Level 7, Step 1</p> <p>Level 7, Step 3</p> <p>Level 7, Step 4</p>	<p><u>LEVEL 9/10</u></p> <p>Level 9, Step 1</p> <p>Level 9, Step 2</p> <p>Level 9, Step 3</p> <hr style="border: 1px solid black;"/> <p>Level 10 (Minimum point)</p>

## UNSW Canberra Positions only

The following broadband arrangements and salary increments will apply to all Employees at UNSW Canberra, provided that any position classified at Level 7 or above will only be broadbanded at the discretion of UNSW.

<u>LEVEL 1/2</u>	<u>LEVEL 4/5</u>	<u>LEVEL 7/8</u>
Level 1, Step 1	Level 4, Step 1	Level 7, Step 1
Level 1, Step 2	Level 4, Step 2	Level 7, Step 2
Level 1, Step 3	Level 4, Step 3	Level 7, Step 3
Level 1, Step 4	<hr/>	Level 7, Step 4
Level 1, Step 5	Level 5, Step 1	<hr/>
<hr/>	Level 5, Step 2	Level 8, Step 1
Level 2, Step 1	Level 5, Step 3	Level 8, Step 2
Level 2, Step 2	Level 5, Step 4	Level 8, Step 3
	Level 5, Step 5	Level 8, Step 4
		Level 8, Step 5
<u>LEVEL 2/3</u>	<u>LEVEL 5/6</u>	<u>LEVEL 8/9</u>
Level 2, Step 1	Level 5, Step 1	Level 8, Step 1
Level 2, Step 2	Level 5, Step 2	Level 8, Step 2
<hr/>	Level 5, Step 3	Level 8, Step 3
Level 3, Step 1	Level 5, Step 4	Level 8, Step 4
Level 3, Step 2	Level 5, Step 5	Level 8, Step 5
Level 3, Step 3	<hr/>	<hr/>
Level 3, Step 4	Level 6, Step 1	Level 9, Step 1
Level 3, Step 5	Level 6, Step 2	Level 9, Step 2
	Level 6, Step 3	Level 9, Step 3
<u>LEVEL 3/4</u>	<u>LEVEL 6/7</u>	<u>LEVEL 9/10</u>
Level 3, Step 1	Level 6, Step 1	Level 9, Step 1
Level 3, Step 2	Level 6, Step 2	Level 9, Step 2
Level 3, Step 3	Level 6, Step 3	Level 9, Step 3
Level 3, Step 4	<hr/>	<hr/>
Level 3, Step 5	Level 7, Step 1	Level 10
<hr/>	Level 7, Step 2	(Minimum point)
Level 4, Step 1	Level 7, Step 3	
Level 4, Step 2	Level 7, Step 4	
Level 4, Step 3		

## SCHEDULE 6 SHIFT PENALTIES

**(a) Employees employed as Custodian, Audio Visual Technician, Theatre Technician, Technician Staff/Unigym (Pool, Weights Room and Reception Staff)**

<u>A - Type of Shift</u>	<b>B - Loading applied to those hours (or part-hours) worked that fall within period specified in column A</b>
<b>Early Morning/Night shift</b> – hours worked on weekdays between 8:00pm and 8:00am	20% of the Base Hourly Rate of Pay
<b>Saturday Shift</b> – hours worked between 8:00pm on Friday and midnight on a Saturday	25% of the Base Hourly Rate of Pay
<b>Sunday Shift</b> – 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% of the Base Hourly Rate of Pay
<b>Public Holiday Shift</b> – hours worked during any hours on a Public Holiday	125% of the Base Hourly Rate of Pay

**(b) Shift Loadings – All Other Employees**

<u>A - Type of Shift</u>	<b>B - Loading applied to those hours (or part-hours) worked that fall within the period specified in column A</b>
<b>Early morning shift</b> – hours worked before 6.00am	10% of the Base Hourly Rate of Pay
<b>Afternoon shift</b> – hour worked after 6.30pm and at or before 8.30pm	10% of the Base Hourly Rate of Pay
<b>Late Afternoon shift</b> – hours worked after 8.30pm and before midnight	12.5% of the Base Hourly Rate of Pay
<b>Night shift</b> – hours worked at or after midnight and at or before 8.00am	15% of the Base Hourly Rate of Pay
<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 their working time off night shifts in each roster period	30% of the Base Hourly Rate of Pay
<b>Saturday</b> – hours worked on a Saturday	50% of the Base Hourly Rate of Pay
<b>Sunday</b> – hours worked on a Sunday	75% of the Base Hourly Rate of Pay
<b>Public Holiday</b> – hours worked on a Public Holiday	150% of the Base Hourly Rate of Pay

## SCHEDULE 7 INDIVIDUAL FLEXIBILITY ARRANGEMENT

- (1) UNSW and an Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement as follows and on the terms stated:
  - (a) any of the following matters:
    - (i) taking of long service leave; and
    - (ii) taking of annual leave.
  - (b) the arrangement meets the genuine needs of UNSW and an Employee in relation to one or more of the matters mentioned in paragraph (a) above; and
  - (c) the arrangement is genuinely agreed to by UNSW and the Employee.
- (2) UNSW must ensure that the terms of the individual flexibility arrangement:
  - (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
  - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
  - (c) result in the Employee being better off overall than the Employee would be if no arrangement was made.
- (3) UNSW must ensure that the individual flexibility arrangement:
  - (a) is in writing; and
  - (b) includes the names of UNSW and the Employee; and
  - (c) is signed by UNSW and the Employee, and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
  - (d) includes details of:
    - (i) the terms of the Agreement that will be varied by the arrangement; and
    - (ii) how the arrangement will vary the effect of the terms; and
    - (iii) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
  - (e) states the day on which the arrangement commences.
- (4) UNSW must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (5) UNSW or the Employee may terminate the individual flexibility arrangement:
  - (a) by giving no more than 28 days written notice to the other party to the arrangement; or
  - (b) if UNSW and the Employee agree in writing — at any time.

## SCHEDULE 8 RECOGNITION OF PRIOR SERVICE FOR LONG SERVICE LEAVE

UNSW will recognise prior service for the purposes of determining the rate of long service leave accrual as set out in subclause 39.4 as follows:

- (a) All full-time and part-time prior service at UNSW will be recognised for long service leave purposes, irrespective of any breaks in service.
- (b) Any prior casual employment at UNSW will be recognised in accordance with the provisions of the *Long Service Leave Act 1955* (NSW).
- (c) Prior service at other Australian universities, the universities of the South Pacific, Papua and New Guinea, the Papua and New Guinea Institute of Technology, or any recognised university of New Zealand will be recognised in accordance with the criteria set out below.
  - (i) Professional staff can receive credit for service at other Australian universities;
  - (ii) In order for recognition of service to be granted for long service leave, there must be continuity of employment between all qualifying university positions, provided that breaks of service of up to 2 months between qualifying universities will be accepted;
  - (iii) UNSW will not accept any accrued long service leave benefit or balance from a previous employer as it is expected that any accrued balance would be paid out by the previous employer on termination;
  - (iv) UNSW will not recognise any prior service in circumstances where the Employee has accepted casual employment at UNSW; and
  - (v) Casual employment at other universities is not recognised.



## SCHEDULE 9 UNSW CLASSIFICATION DESCRIPTORS

### LEVEL 1

<b>Education, Training &amp; Experience</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.
<b>Task</b>	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.
<b>Judgement &amp; Problem Solving</b>	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.
<b>Supervision &amp; Independence</b>	<p>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.</p> <p>In the case of experienced staff working along and following set routines, some latitude to rearrange sequences and discriminate between established methods.</p>
<b>Organisational Relationships &amp; Impact</b>	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.

## LEVEL 2

<b>Education, Training &amp; Experience</b>	<p>Perform duties at a skill level that requires:</p> <ul style="list-style-type: none"> <li>• Completion of Year 12 with relevant work experience, or</li> <li>• Completion of Year 10 and several years relevant work experience, or</li> <li>• an equivalent level of knowledge gained through any other combination of education, training and/or experience.</li> </ul>
<b>Task</b>	<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>
<b>Judgement &amp; Problem Solving</b>	<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>
<b>Supervision &amp; Independence</b>	<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>
<b>Organisational Relationships &amp; Impact</b>	<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 (e.g. advise on the location, role and availability of personnel and services). Use tact in dealing with others.</p>

### LEVEL 3

<p><b>Education, Training &amp; Experience</b></p>	<p>Perform duties at a skill level that requires:</p> <ul style="list-style-type: none"> <li>• Completion of a trades certificate, without subsequent experience as a qualified tradesperson on appointment, or</li> <li>• Completion of Year 12, normally with subsequent relevant work experience, or</li> <li>• Completion of a certificate or associate diploma with no relevant on the job experience, or</li> <li>• 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 towards completion of an associate diploma.</li> </ul>
<p><b>Task</b></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><b>Judgement &amp; Problem Solving</b></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.</p> <p>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><b>Supervision &amp; Independence</b></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.</p> <p>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><b>Organisational Relationships &amp; Impact</b></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>

## LEVEL 4

<p><b>Education, Training &amp; Experience</b></p>	<p>Perform duties at a skill level that requires:</p> <ul style="list-style-type: none"> <li>• 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</li> <li>• Completion of a post-trade certificate and subsequent relevant experience, or,</li> <li>• 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</li> <li>• An equivalent level of knowledge gained through any other combination of education, training and/or experience.</li> </ul>
<p><b>Task</b></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.</p> <p>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.</p> <p>May involve the application of specialist skills, e.g. 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><b>Judgement &amp; Problem Solving</b></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><b>Supervision &amp; Independence</b></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.</p> <p>May be responsible for supervising others performing a range of</p>

	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.
<b>Organisational Relationships &amp; Impact</b>	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.

## LEVEL 5

<p><b>Education, Training &amp; Experience</b></p>	<p>Perform duties at a skill level that requires:</p> <ul style="list-style-type: none"> <li>• Completion of a degree without subsequent relevant work experience as a graduate on appointment, or</li> <li>• Completion of an associate diploma with a range of experience including at least 2 years subsequent relevant work experience, or</li> <li>• Completion of a certificate or a post-trades certificate and extensive subsequent relevant experience, or</li> <li>• An equivalent level of knowledge gained through any other combination of education, training and/or experience.</li> </ul>
<p><b>Task</b></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.</p> <p>Apply, interpret and or advise on policies, systems, manuals, rules, procedures or guidelines, e.g. the trialling 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><b>Judgement &amp; Problem Solving</b></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><b>Supervision &amp; Independence</b></p>	<p>Duties arise from role statements, supplemented by assignment allocation as relevant. Use theoretical/policy and technical knowledge to interpret procedures.</p> <p>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><b>Organisational Relationships &amp; Impact</b></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>

## LEVEL 6

<b>Education, Training &amp; Experience</b>	<p>Perform duties at a skill level that requires:</p> <ul style="list-style-type: none"> <li>• A degree, normally with subsequent relevant experience to consolidate the theories and principles learned, or</li> <li>• 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</li> <li>• An equivalent level of knowledge gained through any other combination of education, training and/or experience.</li> </ul>
<b>Task</b>	<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>
<b>Judgement &amp; Problem Solving</b>	<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.</p> <p>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>
<b>Supervision &amp; Independence</b>	<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>
<b>Organisational Relationships &amp; Impact</b>	<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>

## LEVEL 7

<b>Education, Training &amp; Experience</b>	<p>Perform duties at a skill level that requires:</p> <ul style="list-style-type: none"> <li>• A degree with a depth of subsequent relevant experience to consolidate and extend the theories and principles learned, or</li> <li>• Extensive experience and management and or specialist expertise; or</li> <li>• An equivalent level of knowledge gained through any other combination of education, training and/or experience.</li> </ul>
<b>Task</b>	<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>
<b>Judgement &amp; Problem Solving</b>	<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>
<b>Supervision &amp; Independence</b>	<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>
<b>Organisational Relationships &amp; Impact</b>	<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>



## LEVEL 8

<b>Education, Training &amp; Experience</b>	<p>Perform duties at a skill level that requires:</p> <ul style="list-style-type: none"> <li>• A degree with substantial extension of the theories and principles, normally requiring extensive relevant graduate experience, or</li> <li>• A range of management experience, or</li> <li>• Postgraduate qualifications with relevant experience, or</li> <li>• An equivalent level of knowledge gained through any other combination of education, training and/or experience.</li> </ul>
<b>Task</b>	<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 UNSW. Tasks may span a range of activities in a complex, specialised environment.</p>
<b>Judgement &amp; Problem Solving</b>	<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>
<b>Supervision &amp; Independence</b>	<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>
<b>Organisational Relationships &amp; Impact</b>	<p>Apply a thorough knowledge of University-wide policies, or the external environment (e.g. government legislation, guidelines and requirements), or diverse research and teaching activities.</p> <p>To have a substantial influence on policy development or the management of a program(s).</p>

## LEVEL 9

<b>Education, Training &amp; Experience</b>	<p>Perform duties at a skill level that requires:</p> <ul style="list-style-type: none"> <li>• Extensive management expertise and supporting experience, or</li> <li>• Program management and other specialist expertise, or</li> <li>• Postgraduate qualifications and extensive relevant experience, or</li> <li>• An equivalent level of knowledge gained through any other combination of education, training and/or experience.</li> </ul>
<b>Task</b>	<p>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.</p>
<b>Judgement &amp; Problem Solving</b>	<p>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.</p> <p>In management positions, have independence in the allocation of resources within constraints established by senior management.</p>
<b>Supervision &amp; Independence</b>	<p>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.</p>
<b>Organisational Relationships &amp; Impact</b>	<p>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.</p>

## PART K – SIGNATURES

Signed for on behalf of UNSW:



Attila Brungs

Vice Chancellor

Chancellery Building

UNSW SYDNEY NSW 2052

Signed for on behalf of the National Tertiary Education Industry Union (NTEU) as bargaining representative for the Agreement:



Damien Cahill

General Secretary

1st floor, 120 Clarendon St  
Southbank VIC 3006

Signed for on behalf of the Community and Public Sector Union (SPSF Group) NSW Branch (CPSU NSW) as bargaining representative for the Agreement:



Troy Wright

A/Branch Secretary

160 Clarence St,  
SYDNEY NSW 2000

25 August 2023

Signed for on behalf of the "Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union" known as the Australian Manufacturing Workers' Union (AMWU) as bargaining representative for the Agreement:



Cory Wright

State Secretary

PO Box 167  
GRANVILLE NSW 2142

31 August 2023



**UNSW**  
SYDNEY

**IN THE FAIR WORK COMMISSION**

*Fair Work Act 2009 (Cth) ("FW Act")*

**Matter number:**

AG2023/3049

**Employer:**

University of New South Wales (**Employer**)

**Application:**

Section 185 – Application for approval of a single enterprise agreement, namely The University of New South Wales (Professional Staff) Enterprise Agreement 2023 (**Agreement**)

**Authorised representative:**

Attila Brungs  
Vice Chancellor



### **Undertaking- Section 190**

For and on behalf of the Employer I, Attila Brungs:

1. declare that:
  - a. I have authority to give this undertaking on behalf of the Employer,
  - b. the views of all bargaining representatives for this undertaking have been sought pursuant to s 190(4) of the FW Act,
2. understand that the undertaking is to be taken to be a term of the Agreement,
3. give the following undertaking with respect to the Agreement:

Where an Employee employed in Levels 1 to 4 performs a majority of their work on a Saturday, upon cessation of the Employee's employment or this Agreement (whichever is the earlier), the Employer will undertake a reconciliation of what the Employee has been paid under this Agreement as against what the Employee would be paid under the *Higher Education Industry – General Staff – Award 2020 (Award)*. If a short fall is identified, it will be paid to the Employee within 21 days of the reconciliation, together with an additional payment of 1% to ensure that the Employee is better off under the Agreement compared to the Award.



Date signed:	1 <sup>st</sup> NOVEMBER 2023
For and on behalf of the Employer by: [In accordance with s.190(5) of the FW Act]	Attila Brungs
Signature:	 .....
Witness name:	Deena Amorelli
Witness signature:	 .....