



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

University of New South Wales
(AG2023/3047)

THE UNIVERSITY OF NEW SOUTH WALES (ACADEMIC STAFF) ENTERPRISE AGREEMENT 2023

Educational services

DEPUTY PRESIDENT EASTON

SYDNEY, 3 NOVEMBER 2023

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

[1] University of New South Wales (**the Employer**) has made an application for the approval of *The University of New South Wales (Academic 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 the minimum engagement for casual employees. Clause 3(d) of the Agreement states that casual employees are 'engaged and paid by the hour.' Under the relevant award the minimum engagement is two hours. The casual rates under the Agreement are substantially higher than the casual rates under the award and the Employer has submitted, without demur from any of the employee organisation is covered by the Agreement, that "an employee could not be worse off if, over the period of the engagement, the casual employee is engaged for periods of more than two hours (including Associated Working Time)."

[5] The NTEU sought an undertaking from the Employer in the following terms:

“On each occasion a casual academic employee is required to attend work at the University, they will be paid for at least 2 hours of work at the applicable Agreement rate.”

[6] Noting the strong view of the Employer that (1) the undertaking sought by the NTEU goes far beyond what is necessary, (2) the patterns of work for relevant employees mean that casual employees will always be better off under the Agreement, I nonetheless see the terms of the Employer’s undertaking to be a prudent safeguard that would only apply in, what the Employer submits, the most extraordinary circumstances.

[7] The NTEU was a bargaining representative for the Agreement and has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the NTEU.

[8] 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

Printed by authority of the Commonwealth Government Printer

<AE522157 PR767944>

Annexure A

IN THE FAIR WORK COMMISSION

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

Matter number:

AG2023/3047

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 (Academic 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 a Casual Employee is required to attend work at the University of New South Wales, the Casual Employee will receive a minimum payment of 1 ½ hours at the Other Duties Standard rate. This minimum payment may be absorbed by any other payment made to the Casual Employee in respect of the work performed during the attendance or engagement.

Date signed:	1 st 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 (Academic Staff) Enterprise Agreement 2023

PART A – GENERAL MATTERS

1.0 TABLE OF CONTENTS

Clause	Clause Title	Page
PART A – GENERAL MATTERS		0
1.0	TABLE OF CONTENTS	1
2.0	TITLE	3
3.0	DEFINITIONS	3
4.0	COMMENCEMENT AND DURATION	6
5.0	COVERAGE AND APPLICATION	6
6.0	ACCESSIBILITY	7
7.0	EMPLOYEE REPRESENTATION	7
8.0	UNIVERSITY POLICIES	7
9.0	DISPUTE RESOLUTION PROCEDURE	7
PART B – PAY AND RELATED MATTERS		8
10.0	BASE PAY AND ALLOWANCES	8
11.0	SUPERANNUATION	11
12.0	SALARY SACRIFICING SCHEME	12
13.0	EQUALISATION OF FULL ANNUAL SALARY	12
PART C – EMPLOYMENT ARRANGEMENTS		12
14.0	CATEGORIES OF EMPLOYMENT	12
15.0	CONTINUING EMPLOYMENT	13
16.0	FIXED-TERM EMPLOYMENT	13
17.0	CONTINUING (CONTINGENT FUNDED RESEARCH) EMPLOYMENT	20
18.0	CASUAL EMPLOYMENT	23
PART D – WORKPLACE AND ORGANISATIONAL CHANGE		29
19.0	MANAGING CHANGE IN THE WORKPLACE	29
20.0	REDEPLOYMENT AND REDUNDANCY PROVISIONS	31
21.0	VOLUNTARY EARLY RETIREMENT SCHEMES	35
PART E – ACADEMIC PERFORMANCE AND RELATED MATTERS		35
22.0	INTELLECTUAL FREEDOM	35
23.0	ACADEMIC WORKLOAD ALLOCATION	36
24.0	PROBATIONARY EMPLOYMENT	40
25.0	PERFORMANCE BASED INCREMENTAL PROGRESSION	41
26.0	PROFESSIONAL DEVELOPMENT	42
PART F – DISCIPLINARY MATTERS AND TERMINATION OF EMPLOYMENT		43
27.0	DISCIPLINARY ACTION AND TERMINATION OF EMPLOYMENT	43

28.0	MISCONDUCT INVESTIGATION	47
29.0	DISCIPLINARY ACTION	47
30.0	NOTICE OF TERMINATION OF EMPLOYMENT	49
31.0	MANAGING ILL HEALTH	50
	PART G – LEAVE ENTITLEMENTS AND ARRANGEMENTS	52
32.0	GENERAL LEAVE CONDITIONS	52
33.0	ANNUAL LEAVE	52
34.0	LONG SERVICE LEAVE	55
35.0	PERSONAL LEAVE	58
36.0	COMPASSIONATE LEAVE	59
37.0	FAMILY AND DOMESTIC VIOLENCE LEAVE	59
38.0	PARENTAL LEAVE	61
39.0	SPECIAL LEAVE	68
40.0	HOLY DAYS AND ESSENTIAL RELIGIOUS OR CULTURAL DUTIES	68
41.0	JURY LEAVE AND WITNESS LEAVE	68
42.0	DEFENCE FORCES LEAVE	69
43.0	GENDER AFFIRMATION LEAVE	69
44.0	PUBLIC HOLIDAYS	70
	PART H – OTHER ITEMS	71
45.0	FLEXIBLE WORK ARRANGEMENTS	71
46.0	INDIVIDUAL FLEXIBILITY ARRANGEMENT	72
47.0	UNION RIGHTS	72
48.0	ABORIGINAL AND TORRES STRAIT ISLANDER EMPLOYMENT	72
49.0	EMPLOYMENT EQUITY	74
50.0	WORKPLACE BULLYING	74
51.0	STAFF PERSONNEL FILES	74
52.0	WORK HEALTH AND SAFETY	74
53.0	DISCONNECTING FROM THE WORKPLACE	74
	PART I – SCHEDULES	76
	SCHEDULE 1 ANNUAL BASE SALARY FOR FULL-TIME EMPLOYEES	76
	SCHEDULE 2 CASUAL ACADEMIC SALARY RATES	77
	SCHEDULE 3 DUTIES AND RESPONSIBILITIES OF ACADEMIC STAFF AT UNSW	84
	SCHEDULE 4 UNSW POSITION CLASSIFICATION STANDARDS	85
	SCHEDULE 5 INDIVIDUAL FLEXIBILITY ARRANGEMENT	90
	PART J – SIGNATURES	91

2.0 TITLE

This Agreement is known as *The University of New South Wales (Academic 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:

	Term	Meaning
(a)	Act	<i>Fair Work Act 2009</i> (Cth) as amended.
(b)	Agreement	<i>The University of New South Wales (Academic Staff) Enterprise Agreement 2023</i> .
(c)	Annual Base Salary	(i) For a Full-time Employee - is the applicable annual base salary payable to an Employee (other than a Casual Employee) as set out in Schedule 1 of this Agreement. (ii) For a Fractional-time Employee - is the annual base salary payable set out in Schedule 1 applicable to their position, pro-rated in accordance with subclause 10.1(b).
(d)	Casual Employee	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)	Consult or Consultation	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.
(f)	Continuing Employment	Has the meaning given to it in clause 15.0.
(g)	Continuous Service	(i) Except as otherwise provided in subclause (ii) below or elsewhere in this Agreement, means 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 34.0 (Long Service Leave) 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 34.0.

	Term	Meaning
(h)	Dean	The Dean of a Faculty (whatever name called) or the Rector of UNSW Canberra.
(i)	Deputy Vice Chancellor	The Deputy Vice-Chancellor with primary responsibility for academic staffing matters unless the Vice-Chancellor specifically nominates another Deputy Vice-Chancellor or nominates the Provost.
(j)	Employee	An academic member of staff of UNSW who is employed: (i) in one of the classifications in <u>Schedule 4</u>; or (ii) in the position of Vice Chancellor and President, Provost, Deputy Vice-Chancellor, Pro-Vice Chancellor; Dean or Head of School, but excludes an employee employed to work as a fellow at UNSW's Colleges.
(k)	Employee Representative	A person (including a colleague at UNSW or a friend) or a body (such as the NTEU) 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)	Fixed-term Employee	An Employee employed on a contract for Fixed-term Employment.
(m)	Fixed-term Employment	Employment for a specified term or otherwise ascertainable period.
(n)	Fractional-time Employee	An Employee whose employment is for a specific fraction of full-time employment.
(o)	Full-time Employee	An Employee (other than a Casual Employee or a Fractional-time Employee) who is employed as a full-time employee and paid a full-time Annual Base Salary as set out in Schedule 1.
(p)	Full Annual Salary	For an Employee (other than a Casual Employee) is the total of: (i) their Annual Base Salary; plus (ii) the annual value of any salary supplementation, market loading, Clinical Loading (as specified in clause 10.7) or responsibility allowance that the Employee is entitled to receive under this Agreement or their contract of employment, 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 11.0 (<u>Superannuation</u>).
(q)	Full Rate of Pay	For an Employee (other than a Casual Employee) – is comprised of: (i) the Employee's Annual Base Salary; plus

	Term	Meaning
		(ii) the value of any salary supplementation, market loading, Clinical Loading (as specified in clause 10.7) or responsibility allowance that the Employee is entitled to receive under this Agreement or their contract of employment (with the hourly rate determined based on the annual value of the salary supplementation, market loading, Clinical Loading or responsibility allowance), 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 11.0 (<u>Superannuation</u>).
(r)	FWC	The Fair Work Commission.
(s)	Immediate family	Any of the following persons: (i) an Employee's spouse or partner (including de facto partner, former de facto partner, former spouse and same sex partner); (ii) an Employee's child (and the child of a spouse or de facto partner), including foster child, grandchild, step-child, or a child for whom the Employee is the legal guardian; (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 (iv) a person who lives in an Employee's household.
(t)	NES	National Employment Standards under the Act.
(u)	Redundant Position	A position that UNSW no longer requires as part of its organisational structure.
(v)	Supervisor	Head of an academic unit in which the Employee is employed, provided that the Vice-Chancellor may delegate another academic Employee classified at Level C or above to be the supervisor of one or more employees.
(w)	Total Fixed Remuneration	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.
(x)	Union	National Tertiary Education Industry Union (NTEU).
(y)	UNSW	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

This Agreement covers:

- (i) UNSW; and
- (ii) all Employees; and
- (iii) the NTEU upon providing a notice under section 183 of the Act.

5.2 Limited Application of Certain Clauses

The following clauses do not apply to Employees employed in the positions of Vice-Chancellor and President, Provost, Deputy Vice-Chancellor, Pro Vice-Chancellor, Dean, any positions of equivalent senior responsibility and status approved by the UNSW Council or other delegated UNSW decision-making body or any Employee who receives a Total Fixed Remuneration in excess of \$300,000:

Clause 20.0	Redeployment and Redundancy Provisions
Clause 21.0	Voluntary Early Retirement Schemes
Clause 24.0	Probationary Employment
Clause 27.0	Disciplinary Action and Termination of Employment;
Clause 28.0	Misconduct Investigation
Clause 29.0	Disciplinary Action
Clause 30.0	Notice of Termination of Employment
Clause 31.0	Managing Ill Health

5.3 Interpretation

- (a) This Agreement rescinds and replaces *The University of New South Wales (Academic Staff) Enterprise Agreement 2018* and operates to the exclusion of any modern award that would otherwise apply.
- (b) Notwithstanding 5.3(a) above, if prior to the operation of this Agreement, proceedings have been commenced under clause 10.0 – Dispute Resolution Procedure, 20.0 – Managing Change in the Workplace, clause 21.0 – Redeployment and Redundancy Provisions, or clause 28.0 –Disciplinary Action and Termination of Employment of the *University of New South Wales (Academic 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 penalties and loadings (except for any casual loading) provided for in this Agreement (howsoever described) will be applied using the substitution method, that is where more than one penalty or loading applies only the one that provides employees with the greatest benefit will be paid.

6.0 ACCESSIBILITY

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

7.0 EMPLOYEE REPRESENTATION

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

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 NTEU), 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 any UNSW policy, the terms of this Agreement will prevail.

9.0 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 9.0 may include more than one Employee.

9.1 Notification of Dispute

An Employee, or the NTEU, 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.

9.2 First Dispute Meeting

- (a) The Employee, or the NTEU, 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 clause 9.2(a) is referred to in this clause 9.0 as the First Dispute Meeting.

9.3 Second Dispute Meeting

- (a) If the dispute is not resolved at the First Dispute Meeting and the Employee or the NTEU wishes to proceed with the dispute, the Employee or the NTEU 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 NTEU 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 9.3(b) is referred to in this clause 9.0 as the Second Dispute Meeting.

9.4 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.

9.5 General

- (a) While the dispute resolution procedures referred to in subclauses 9.2 and 9.3 are being conducted, UNSW will not change work, duties, staffing or organisation of work which is the subject of the dispute.
- (b) Subclause 9.5(a) does not apply where the matter in dispute is related to the following clauses insofar as its operation might prevent termination of employment:

Clause 20.0	Redeployment and Redundancy Provisions
Clause 24.0	Probationary Employment
Clause 27.0	Disciplinary Action and Termination of Employment
Clause 28.0	Misconduct Investigation
Clause 29.0	Disciplinary Action
Clause 30.0	Notice of Termination of Employment

PART B – PAY AND RELATED MATTERS

10.0 BASE PAY AND ALLOWANCES

10.1 General

- (a) The total minimum Annual Base Salaries for Employees are set out in Schedule 1 (for Full-time Employees) and Schedule 2 (for Casual Employees).
- (b) The portion of the Full-time Employee Annual Base Salary set out in Schedule 1 payable to a Fractional-time Employee will be calculated on a pro-rata basis based on their fraction of full time employment as agreed in their contract of employment as varied from time to time.

10.2 Increases to Minimum Pay

The minimum Annual Base Salaries set out in Schedules 1 and 2 incorporate the 1% administrative increase provided by UNSW since the expiry of the *University of New South Wales (Academic 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

10.3 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, accrued but untaken annual leave or long service leave, or any other benefits owing to the Employee on termination.

10.4 First Aid Allowance

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 in accordance with the following table.

	Rate applicable from the first full pay period on or after:			
	Date Agreement commences operation	1 July 2024	1 July 2025	1 July 2026
Equivalent Full-time Annual Rate	\$572	\$592	\$613	\$637

- (a) Payments will be calculated based on:
- (i) a nominal week of 35 hours for Full-time Employees;
 - (ii) an amount pro-rata to this Full-time nominal week for Fractional-time Employees.

10.5 Indigenous Language Allowance

- (a) An Indigenous Language Allowance will be payable to an Indigenous 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.
- (b) The allowance will be paid at the following rates:

		Rate applicable from the first full pay period on or after:			
		Date Agreement commence s operation	1 July 2024	1 July 2025	1 July 2026
Level 1	Hourly rate	\$1.3514	\$1.3987	\$1.4477	\$1.5057
	Equivalent Full-time Annual Rate	\$2,459.55	\$2,545.63	\$2,634.81	\$2,740.37
Level 2	Hourly rate	\$2.7039	\$2.7986	\$2.8966	\$3.0125
	Equivalent Full-time Annual Rate	\$4,921.10	\$5,093.45	\$5,271.81	\$5,482.75

- (c) Payments will be calculated based on:
- (i) a nominal week of 35 hours for Full-time Employees;
 - (ii) an amount pro-rata to this Full-time nominal week for Fractional-time Employees;
 - (iii) paid hours for Casual Employees (i.e. excluding Associated Working Time).

10.6 Higher Duties Allowance

- (a) When an Associate Lecturer is required to take over the duties of a Lecturer for a period longer than five continuous working days, a higher duties allowance will be paid to adjust the salary to at least the minimum point on the Lecturer's scale, but no more than the salary of the Employee whose duties are taken over.

10.7 Clinical Loading

- (a) The clinical loading for Full-Time Employees is as follows:

	Rate applicable from the first full pay period on or after:			
	Date Agreement commences operation	1 July 2024	1 July 2025	1 July 2026
Annual Rate	\$38,950	\$40,313	\$41,724	\$43,393

- (b) Payments will be calculated based on:
- (i) a nominal week of 35 hours for Full-time Employees; or
 - (ii) an amount pro-rata to this Full-time nominal week for Fractional-time Employees.
- (c) All clinical loadings and professorial merit differentials will be superable and will be paid to Employees entitled during periods of study leave, annual leave and long service leave.

11.0 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 about 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, the Professorial Superannuation Scheme, or the Special Purposes Superannuation Scheme UNSW will make contributions in accordance with the relevant scheme and subclause 11.0(d) will not apply.

12.0 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 payable is no less than the value of the Annual Base Salary the Employee would otherwise have received. In this Agreement, 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 12.0(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 (as applicable), 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.

13.0 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 13.0(b) above.

PART C – EMPLOYMENT ARRANGEMENTS

14.0 CATEGORIES OF EMPLOYMENT

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

Clause 15.0	Continuing Employment
-------------	-----------------------

Clause 16.0	Fixed-Term Employment
Clause 17.0	Continuing (Contingent Funded Research) Employment
Clause 18.0	Casual Employment

- (b) An Employee (other than a Casual Employee) will be employed into a teaching and research academic position, into a research-only academic position or into an education focussed academic position.
- (c) Nothing in clauses 15.0 to 18.0 prevents an Employee who is employed in a position on the basis of Continuing Employment or Fixed-term Employment from entering into a separate instance of casual employment with UNSW to perform additional work, as a Casual Employee, where the additional work is unrelated to, or identifiably separate from, the Employee's normal duties, 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) During the life of this Agreement, UNSW may fill additional education focussed academic positions and roles by:
 - (i) the conversion of existing Casual Employees including in accordance with clause 18.9 of this Agreement;
 - (ii) through the conversion (by agreement) of existing teaching and research academic staff to an education focussed role in accordance with Schedule 3 (c) of this Agreement; or
 - (iii) external recruitment,
 so long as that would not result in the number of education focussed academic positions and roles being more than 25% of the non-externally funded academic workforce (not including Casual Employees).
- (e) UNSW will meet with the NTEU up to twice a year upon request to report on the number of each category of education focussed positions/roles, and the total number of non-externally funded academic Employees excluding Casual Employees, in order that the parties ensure the application of the 25% limit set out in clause 14.0(d) above.
- (f) UNSW recognises that Employees have caring responsibilities outside of work, and UNSW will genuinely consider any application by an Employee to move from full-time to fractional-time employment to accommodate the Employee's caring responsibilities.

15.0 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 15.0(a), UNSW may employ a person in Continuing (Contingent Funded Research) Employment or Continuing Tenure Track Employment on a full-time or fractional-time basis in accordance with the terms of this Agreement.

16.0 FIXED-TERM EMPLOYMENT

16.1 General Conditions Applying to Fixed-Term Employment

- (a) A fixed-term appointment is made for a specified term or ascertainable period. Each fixed-term Employee will be provided with a written contract which will specify:
 - (i) the start and end dates of the employment (or in lieu of an end date, the circumstances or contingency relating to a specific task or project, the occurrence of which means the term of the employment will end); and
 - (ii) the category of Fixed-term Employment (refer to subclause 16.2 below).
- (b) UNSW can only terminate Fixed-term Employment during the term if termination occurs during or at the end of a probationary period in accordance with clause 24.0, or for cause based on unsatisfactory performance or Serious Misconduct in accordance with clauses 27.0 to 30.0 or redundancy in accordance with clause 20.0 or due to ill health in accordance with clause 31.0.
- (c) For the purpose of determining the period of Continuous Service for a Fixed-term Employee, breaks between appointments of up to six weeks on each occasion (for a maximum of two occasions per year) will not constitute breaks in service, provided that:
 - (i) breaks between Academic teaching sessions will not constitute a break in service where the Fixed-term Employee is employed on a sessional basis (to work over academic teaching periods) over at least two years; and
 - (ii) periods of approved unpaid leave will not count as service, but will not constitute breaks in service for the purpose of this clause.

16.2 When Fixed-Term Employment Will Be Offered

- (a) It is recognised that while Continuing Employment is the primary type of employment on which Employees are employed by UNSW under this Agreement, the employment of persons on fixed-term contract may be made to support UNSW to carry out its work for a specified period or task. Fixed-term Employment will generally be limited to work activity that comes within the description of one or more of the following circumstances:
 - (i) work on a specific task or project to perform a definable work activity that has a starting time and is expected to be completed within an anticipated timeframe;
 - (ii) perform work that is externally funded where the funds are neither sourced from the Higher Education Support Act nor from fees paid on behalf of or by students;
 - (iii) work in a research only role for a term of up to five years;
 - (iv) work in a position funded from the Strategic Priorities Fund of UNSW or to work in a new organisational area, function or program where the prospective need or demand is uncertain or unascertainable at the time of establishment of the new area, function or program, in which case Fixed-term Employment may be offered for a total of up to three years;
 - (v) work in an academic unit where there is a sudden unanticipated increase in enrolments in which case Fixed-term Employment may be used for a total of up to three years;
 - (vi) work in an area that is performing one or more functions, or teaching one or more programs, which will cease within a reasonably certain time. Where part or all of an organisational unit is to be disestablished, an Employee may be employed on a fixed-term basis for a total of up to two years;
 - (vii) replace another Employee for a specified period while that Employee is absent on leave, secondment or temporary transfer, or are undertaking higher duties, restricted duties, or has elected to work on a fractional-time basis for a specified

period;

- (viii) fill a vacant position pending recruitment action where the position has been advertised or approved for advertisement, in which case the replacement staff member may be employed for up to six months, with capacity for extension for a further period of up to six months;
- (ix) undertake a Postgraduate Teaching Fellowship in accordance with subclause 16.10;
- (x) undertake work where a curriculum in professional or vocational education requires that the work be undertaken by a person who has recent practical or commercial experience, in which case an Employee may be employed on up to three successive fixed-term contracts within a total period of employment of up to three years;
- (xi) provide a series of lectures on a fractional-time basis as a specialist guest lecturer whose primary employment is as a professional or specialist employed elsewhere.
- (xii) an Employee who has indicated that they intend to retire on a date that is no more than five years from the date on which the Fixed-term Employment would commence. Fixed-term Employment in such circumstances will be offered for a period ending on the retirement date and cannot be terminated during the fixed term due to redundancy;
- (xiii) a former Employee who wishes to be re-employed by UNSW despite their prior employment with UNSW ending due to retirement and their having accessed their superannuation benefits (or equivalent);
- (xiv) an Employee whose Full Annual Salary exceeds the relevant Level E Professorial Annual Base Salary specified in Schedule 1 by at least 33%;
- (xv) an enrolled student, to perform work within the student's academic unit or an associated research unit of that academic unit, that is generally related to a degree course that the student is undertaking within the academic unit. Such Fixed-term Employment will be for a period that does not extend beyond, or that expires at the end of, the academic year in which the person ceases to be a student, including any period that the person is not enrolled as a student but is still completing postgraduate work or is awaiting results; or
- (xvi) an Employee who will be employed on a convertible tenure track employment contract in accordance with subclause 16.3 below.

16.3 Convertible Tenure Track Employment

- (a) Convertible Tenure Track employment (referred to in this Agreement as **CTT employment**) is Fixed-term Employment in a position for a period of up to five years offered on the basis that UNSW will, at the expiration of the Fixed-term Employment, convert the employment from Fixed-term Employment to Continuing Employment, unless:
 - (i) the Employee has not met, to UNSW's satisfaction, the performance or conduct expectations set by UNSW and communicated to the Employee in advance or from time to time or both during the Fixed-term Employment consistent with the requirements of the position; or
 - (ii) there is insufficient work that the Employee could perform having regard to the nature of the Employee's classification, academic discipline and skills.

- (b) UNSW may extend the term of CTT employment in accordance with any period of parental leave or other approved extended leave of absence.
- (c) If the Head of School (or equivalent) is of the view that UNSW should not offer an Employee conversion to Continuing Employment at the expiry of their CTT employment because the circumstances in either subclauses 16.3(a)(i) or 16.3(a)(ii) apply, they will make a recommendation to the Dean (or equivalent) (**Recommendation Not to Convert**) who will determine whether an offer of conversion will be made.
- (d) If the Recommendation Not to Convert is based on the view that the circumstances in subclauses 16.3(a) apply, the Dean (or equivalent) will, before making a determination under subclause 16.3(a)(i), consider whether the performance expectations were:
 - (i) communicated to the Employee in advance and, where applicable, from time to time during the employment;
 - (ii) reasonable; and
 - (iii) met by the Employee.
- (e) The Employee will receive a copy of any Recommendation Not to Convert at least 8 weeks prior to the expiry of their CTT employment and will have an opportunity to comment before a determination is made by the Dean (or equivalent).
- (f) In circumstances where a Recommendation Not to Convert has been made, UNSW may, in its discretion, offer the Employee an extension of their CTT employment for a period of up to 12 months. At the end of this identified period, the Employment will end (unless it has been ended earlier on the terms of this Agreement).
- (g) Clause 24.0 (Probationary Employment) will not apply to an Employee who has converted from CTT employment to Continuing Employment.
- (h) Nothing in this clause limits the capacity of UNSW to convert an Employee from CTT employment to Continuing Employment prior to the expiry of period specified in the Fixed-term Contract.
- (i) Nothing in this clause prevents UNSW from terminating an Employee's employment for cause based on unsatisfactory performance or Serious Misconduct or due to ill health or medical incapacity or redundancy, and in accordance with the relevant clauses in this Agreement where applicable.

16.4 Reporting Requirements for CTT Employment

- (a) On request, UNSW will provide a report to the NTEU detailing, in respect of the 12 month period preceding the request, the following:
 - (i) the total number of Employees who converted from CTT employment to Continuing Employment;
 - (ii) the total number of Employees who were employed on a CTT employment contract but did not convert to Continuing Employment (including the total number of Employees who were not offered conversion); and
 - (iii) the duration of each CTT contract entered into.

16.5 Fixed-Term Employment Conversion

- (a) A Fixed-term Employee:
 - (i) who has had two years' Continuous Service may apply for Continuing Employment in the same or a substantially similar position provided the

conditions set out in subclause 16.5(c) and are met (**Conversion Application**);
and

- (ii) who has had three years Continuous Service will be granted Continuing Employment in the same or a substantially similar position provided the conditions set out in 16.5(c) are met.
- (b) Continuous Service for the purposes of clause 16.5(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 same work unit or equivalent.
- (c) A Conversion Application cannot be made under clause 16.5(a)(i) and UNSW will not be required to offer Continuing Employment under 16.5(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 (in accordance with 16.2(a)(iii));
 - (B) to replace another Employee for a specific period (in accordance with 16.2(a)(vii));
 - (C) to undertake a Postgraduate Teaching Fellowship (in accordance with 16.2(a)(ix));
 - (D) a pre-retirement contract (in accordance with 16.2(a)(xii));
 - (ii) a 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 (in accordance with 16.2(a)(xiii));
 - (B) an enrolled student engaged to perform work within the student's academic unit or an associated research unit of that academic unit (in accordance with 16.2(a)(xv));
 - (C) a Convertible Tenure Track Employment Contract (in accordance with 16.2(a)(xvi));
 - (iii) the Employee has not met the performance expectations of UNSW; or
 - (iv) 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 a Conversion Application, advise the Employee of the outcome of the Conversion Application and, if the Conversation Application is declined, give reasons for the decision.
- (e) Notwithstanding anything in this subclause 16.5, 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 offers 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.

16.6 Provision of Notice

- (a) UNSW will provide a Fixed-term Employee with written notice (which could be by email) of its intention to renew or not renew their Fixed-term Employment at the end of the term in advance of the employment end date in accordance with the following table:

Period of Continuous Service	Period of Notice
Less than three years	At least two weeks prior to end date
Three years but less than five years	At least three weeks prior to end date
Five years or over	At least four weeks prior to end date

- (b) In addition to this notice, an Employee over the age of 45 years at the time of the giving of notice and with not less than two years of Continuous Service will be entitled to an additional week's notice.
- (c) If, 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 this subclause, it will be taken to have complied with the notice requirements in subclauses 16.6(a) and 16.6(b) if it:
 - (i) advises the Fixed-term Employee in writing of those circumstances at the time at which the notice would otherwise be required to be given; and
 - (ii) gives notice to the Fixed-term Employee at the earliest practicable date thereafter.
- (d) Except where subclause 16.6(c) applies, if UNSW cannot provide the notice required under subclauses 16.6(a) and 16.6(b) (as applicable) and the employment is not renewed, UNSW will provide pay in lieu of the applicable notice required.

16.7 Offer of Further Period of Fixed-Term Employment

- (a) A Fixed-term Employee may be offered a further period of Fixed-term Employment, except where:
 - (i) the Employee's Fixed-term Employment is one to which the circumstances in subclause 16.2(a)(ix), 16.2(a)(xiv), 16.2(a)(xv) or 16.3 apply;
 - (ii) a further period of Fixed-term Employment would constitute renewal of:
 - (A) a pre-retirement contract;
 - (B) an appointment made under subclause 16.2(a)(iv) or 16.2(a)(v) on the same basis beyond three years; or
 - (C) an appointment made under subclause 16.2(a)(vi) on the same basis, beyond two years.
- (b) Subject to the exclusions in subclause 16.7(a), if UNSW decides to continue a position performed by a Fixed-term Employee on a fixed-term basis in circumstances where the duties of the position will remain the same or substantially similar to the duties performed by the Fixed-term Employee, the Fixed-term Employee will normally be offered a further period of Fixed-term Employment in the position, provided that:
 - (i) the Employee was initially appointed through an advertised competitive selection process or will have completed three years of Continuous Service in the position;
 - (ii) the Employee is demonstrating satisfactory performance in all aspects of the position; and
 - (iii) in the case where the duties of the position are not the same, but are substantially similar, UNSW is satisfied that the Employee has the capacity to meet any new duties or competencies that may be required.

16.8 Termination of Fixed-Term Employment

Unless an offer for a further period of Fixed-term Employment is made and accepted under subclause 16.7, or a Fixed-term Employee's employment is terminated during the term as referred to in subclause 16.1(b), the Fixed-term Employee's employment will end on the date specified in their employment contract or on the occurrence of the contingency specified in their employment contract.

16.9 Severance Payment

- (a) For the purposes of this subclause 16.9, the term **Eligible Fixed-term Employee** means a Fixed-term Employee who is employed:
- (i) to work on a specific task or project as described in subclause 16.2(a)(i);
 - (ii) to perform work that is externally funded as described in subclause 16.2(a)(ii); or
 - (iii) to undertake research only functions as described in subclause 16.2(a)(iii),
- but excludes a Fixed-term Employee employed:
- (iv) to perform a work activity that falls within the description of one or more of the circumstances described in subclauses 16.2(a)(iv) to 16.2(a)(xvi); or
 - (v) as a Postgraduate Teaching Fellow described in subclause 16.10.
- (b) An Eligible Fixed-term Employee will be entitled to a Severance Payment in accordance with the scale in subclause 16.9(c) if UNSW does not offer them further employment or renew their contract in circumstances where one of the following applies:
- (i) the expiring Fixed-term Employment is the Eligible Fixed-term Employee's second (or any subsequent) period of Fixed-term Employment, and UNSW no longer requires the same (or substantially similar) duties to be performed by anyone; or
 - (ii) the duties of the kind performed by the Eligible Fixed-term Employee in relation to their expiring Fixed-term Employment continue to be required, but another person has been appointed, or is to be appointed to perform the same (or substantially similar) duties.
- (c) A Severance Payment due to an Eligible Fixed-term Employee under subclause 16.9(b) will be calculated in accordance with the following scale:

Period of Continuous Service	Severance Payment*
Up to the completion of two years	Four weeks' pay
Two years and up to the completion of three years	Six weeks' pay
Three years and up to the completion of four years	Seven weeks' pay
Four years and over	Eight weeks' pay

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

16.10 Postgraduate Teaching Fellow

- (a) A student enrolled at UNSW for a Masters or Doctoral degree may be employed by UNSW as a Postgraduate Teaching Fellow.
- (b) Employment of a Postgraduate Teaching Fellow will be Fixed-term Employment in accordance with subclause 16.1 and 16.2 above and for a minimum initial term of

12 months. UNSW may offer a further term or terms of Fixed-term Employment as a Postgraduate Teaching Fellow, provided that the Employee continues to be enrolled as a student at the renewal of the employment.

- (c) A Postgraduate Teaching Fellow will be employed initially on a fractional-time basis at Level A, Step 1 of Schedule 1 or, where applicable at, Level A, Step 6 of Schedule 1, with the amount payable to the Employee calculated on a pro-rata basis.
- (d) The appropriate fraction of Full-time Employment will be determined by UNSW consistent with:
 - (i) the need to balance the demands of the employment with progress towards successful completion of the degree in accordance with UNSW's policies relating to postgraduate studies; and
 - (ii) the relevant number of hours of associated working time set out in Schedule 2 for each face to face teaching contact hour.
- (e) The provisions of this Agreement will apply to a Postgraduate Teaching Fellow on a pro rata basis except that:
 - (i) clause (c) of Schedule 3 (Duties and Responsibilities of Academic Staff at UNSW) will not apply to a Postgraduate Teaching Fellow; and.
 - (ii) for the avoidance of doubt, there is no entitlement to a Severance Payment under subclause 16.9 above.
- (f) The teaching workload of a Postgraduate Teaching Fellow may be consistent each week or averaged out over the duration of the employment.

17.0 CONTINUING (CONTINGENT FUNDED RESEARCH) EMPLOYMENT

17.1 Definitions

In this clause 17.0, the following terms have the following meanings:

	Term	Meaning
(a)	CCFRC	A contract of employment with UNSW to perform predominantly or exclusively contingent funded research or work related to contingent funded research.
(b)	Contingent Funded Research	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

17.2 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) is “research active”, meaning the Employee must have had at least three research outputs in the last three years, or one research output and having supervised one completed higher degree research student.
- (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 subclause 17.2(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’s performance has been assessed and found not to be at least satisfactory;
 - (iv) the Employee has not been appointed or considered appointable, through a competitive selection process for the position or for an equivalent position;
 - (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.

17.3 Conditions

- (a) Subject to subclause 17.3(b), an Employee employed on a CCFRC will receive the same entitlements as other Continuing Employees, including superannuation.
- (b) Where funding for the continuation of a CCFRC position ceases, the severance and redundancy provisions of clauses 19.0 (Managing Change in the Workplace) and 20.0 (Redeployment and Redundancy Provisions) will not apply to an Employee on a CCFRC in respect of the position in which the Employee is employed.

17.4 Measures to Avoid Termination

- (a) This subclause 17.4 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 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 shall be no entitlement to any severance payment or payment in lieu of notice. The period from cessation of employment to recommencement of employment will not break continuity of service, but will not count as service.
- (d) CCFRC employment may only be used for employment which is predominantly or exclusively research. Despite this, a CCFRC Employee may be allocated to other work by agreement as a measure to avoid termination. Where such work is allocated, employment on the CCFRC will cease after a period of 12 months unless the Employee is converted to other Continuing Employment or alternative work is available consistent with the work performed under the CCFRC.

17.5 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 24.0 (Probationary Employment) or the disciplinary provisions in clause 27.0 (Disciplinary Action and Termination of Employment), 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 17.4 above are not reasonably practicable, and an Employee's CCFRC is terminated under either subclauses 17.5(a)(i) or 17.5(a)(ii), then the Employee will be provided with notice and receive a severance payment under subclause 17.6.
- (c) If, during the notice period specified in subclause 17.6, the funding for the CCFRC position is renewed, the notice period ceases to apply and employment continues.

17.6 Notice Periods and Severance

- (a) If an Employee's CCFRC employment is terminated pursuant to subclause 17.5(a)(i) or 17.5(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 17.6(d), if an Employee's CCFRC employment is terminated under subclause 17.5(a)(i) or 17.5(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 or in a related research position 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 17.6(b). Subject to applicable laws, other Fixed-term Employment or periods of continuing or casual employment with UNSW or another university will not be counted for this purpose.
- (d) An Employee is not entitled to a Severance Payment under subclause 17.6(b) if:
- (i) the Employee has resigned or declined a reasonable offer of further employment;
 - (ii) a research centre has been (or is to be) transferred to another employer and the Employee has been (or is to be) offered reasonable employment by the other employer; or
 - (iii) the Employee has obtained further employment with UNSW without the loss of accrued entitlements.
- (e) Where UNSW has obtained acceptable alternative employment for the employee, it may apply to the FWC to have the severance payment varied or waived.

18.0 CASUAL EMPLOYMENT

18.1 Definitions

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

	Term	Meaning
(a)	Academic in Charge	Any Employee (other than a Casual Employee) with responsibility for all courses where Casual Employees are engaged.
(b)	Associated Working Time	Encompasses the following activities in addition to the delivery of a Lecture, Tutorial or Seminar: • preparation (including the preparation of online materials or activities) for the Lecture (however delivered), Tutorial or Seminar; • administration of relevant records of the students for whom the Casual Employee is responsible; • informal consultation with students. This consultation involves face to face consultations immediately prior to or following, or reasonably contemporaneous with a Lecture, Tutorial or Seminar; and • any Marking which occurs during the delivery of a Lecture, Tutorial

	Term	Meaning
		or Seminar.
(c)	Lecture	An activity which is the primary form of educational exchange, that frames the course content and includes the presentation and structuring of information, ideas, concepts and/or skills to a class to facilitate student learning and assessment of a student's knowledge.
(d)	Marking	Marking includes but is not limited to subject or course wide examinations, essays or other assessment tasks.
(e)	Music Accompanying Duties	Those duties required to be undertaken by a Casual Employee for the purpose of music accompaniment, and includes Music Accompanying with special education services.
(f)	Music Accompanying with special education service	The provision of music accompaniment to one or more students or staff in the course of teaching by another Employee (excluding vocal coaching, concerts) in circumstances where the accompanist deploys educational expertise in repertoire development or expression for student concert or examination purposes but does not include concert accompanying, vocal coaching or musical directing.
(g)	Practical Class	Any class that is conducted, including by way of workshop, demonstration or studio, for the primary purpose of demonstrating technical, professional or practical skills and supervising a group of students in developing, applying and practicing those skills which may have been presented in another form of <u>education delivery</u>. <u>A Practical Class develops the practical skills required of students. All hours required to be undertaken by a Casual Employee in delivering a Practical Class will be paid for at the relevant Other Duties rate set out in Schedule 2 of this Agreement.</u> Practical classes may include: • a studio (being a learning environment to guide, direct and develop skills and practices of project based learning); • demonstration or setting up or supervising the correct method of use of equipment; • issuing prepared instructions about experimental procedures or projects from the lecturer; • supervised problem-solving class; • supervising coursework students in carrying out experiments or laboratory work; • marking during the delivery of the Practical Class; • providing guidance and feedback on student projects; • assessing students during the class; and • providing technical, professional or practical skills advice to students.
(h)	Repeat Rate of Pay	The rate of pay payable where a subsequent Lecture, Tutorial or Seminar is delivered by the same Casual Employee and substantially

	Term	Meaning
		covers the same subject matter of a Lecture, Tutorial or Seminar, delivered within a period of seven days of the first Lecture, Tutorial or Seminar by the same Casual Employee.
(i)	Seminar	An activity that is either: - the primary form of education delivery; or - supplementary to a primary form of education delivery, where content, ideas, concepts and/or skills covered in pre-class readings or activities are clarified, explored and discussed through an interactive teaching model.
(j)	Tutorial	A supplementary or secondary form of education delivery to students that is not a Practical Class, which, through informal discussion, clarification or elaboration, extends on the course content of a Lecture or other primary form of education delivery. Responsibility for the course rests with the Academic in Charge.

18.2 General

- (a) A Casual Employee will be engaged on an hourly basis in accordance with the terms and conditions set out in this subclause 18.2.
- (b) In recognition of occupational health and safety responsibilities, the regular workload of a Casual Employee should not require them to work more than 37.5 hours per week, including Associated Working Time (where relevant).
- (c) A Casual Employee should not be responsible for the employment or supervision of other staff.
- (d) A Casual Employee is not expected to engage in research duties. The preparation of teaching and course/subject development is not regarded as research for the purposes of this clause.
- (e) A Casual Employee should only be involved in administration to the extent that it is necessary to support their teaching related function (which includes the delivery of Lectures, Tutorials, Seminars and Practical Classes).

18.3 Lectures, Tutorials and Seminars

- (a) A Casual Employee may be engaged to conduct one or more of Lectures, Tutorials, Seminars or Practical Classes in accordance with the relevant guidelines issued by the Academic in Charge of the relevant course.
- (b) The Academic in Charge is at all times responsible for the relevant course to which any Lecture, Tutorial, Seminar or Practical Class conducted by a Casual Employee relates.
- (c) Lectures, Tutorials and Seminars may include the following modes of delivery:

Examples	Mode of Delivery
Lecture	Face-to-face, or through a hybrid model (consisting of both face-to-face and online), online or asynchronously.

Seminar delivered that introduces course content to students	Face to face, online, or through a hybrid model (consisting of face to face and online).
Tutorial	Face-to-face, online, or through a hybrid model (consisting of face-to-face and online).
Seminar delivered where course content has already been introduced to students	Same as for Seminar example above.

- (d) The total number of hours of Associated Working Time for Lectures, Tutorials or Seminars will not normally exceed (and may be less than) the hours of Associated Working Time specified for the applicable Lecture, Tutorial or Seminar in Schedule 2.

18.4 Other Duties

- (a) Other duties include any other work that is required by UNSW to be undertaken by a Casual Employee (**Other Duties**), being work in the nature of, but not limited to:
- (i) the delivery of a Practical Class;
 - (ii) any work UNSW requires a casual academic to do in preparation or set up for a Practical Class;
 - (iii) attendance at Lectures where that is specifically required for the purposes of delivering a class that is supplementary to the Lecture;
 - (iv) formal student consultation, including formal consultation by electronic means and in asynchronous learning environments;
 - (v) student supervision;
 - (vi) attendance at formally designated or supplementary meetings including, but not limited to, School or Faculty meetings where attendance is required;
 - (vii) assisting in a Lecture, Tutorial or Seminar where the delivery of that Lecture, Tutorial or Seminar is the responsibility of another Employee who is engaged to perform content delivery;
 - (viii) training as required by UNSW, including policy familiarisation where directed;
 - (ix) student field excursions;
 - (x) the conduct of clinical sessions other than for the Faculty of Medicine;
 - (xi) the conduct of performance and visual art studio sessions;
 - (xii) course co-ordination duties; and
 - (xiii) musical coaching, repetiteurship, and Music Accompanying Duties other than Music Accompanying with special educational service.
- (b) Other Duties may be performed as a supplementary form of education or activity in association with a Lecture, Tutorial or Seminar, or may be performed as a separate, stand-alone activity as required.

- (c) All hours spent by a Casual Employee undertaking the duties set out in subclause 18.4(a) above at the direction of UNSW will be paid for at the relevant Other Duties rate.

18.5 Responsibilities of Academic in Charge

- (a) Responsibility for a course rests with the Academic in charge of the subject and not the Casual Employee.
- (b) In respect of a Practical Class and any studio session, the Academic in Charge is responsible for the course or subject to which the Practical Class or studio session delivered by the Casual Employee relates.
- (c) In the case of a studio, the Academic in Charge is also responsible for ensuring the co-ordination of the work undertaken in a studio is consistent within a course.

18.6 Rates of Pay

- (a) Rates of pay for Casual Employees are wholly provided for in Schedule 2.
- (b) Casual Employees will receive casual loading of 25% of the hourly rate of pay on hours worked. This loading is incorporated into the rates of pay specified in Schedule 2.
- (c) Subject to subclause 18.6(d), if a Casual Employee is required to undertake the duties set out in subclauses 18.3(a) or 18.4, the Casual Employee will be paid at the relevant rate set out in Schedule 2.
- (d) The rate of pay for a Casual Employee who is engaged to undertake or conduct:
 - (i) a Seminar, is the applicable Lecture rate of pay set out in Schedule 2, unless the Seminar is supplementary to a Lecture or other primary form of education delivery, in which case the rate of pay is the relevant Tutorial rate of pay set out in Schedule 2;
 - (ii) Music Accompanying Duties other than Music Accompanying Duties with special education service, is the relevant Other Duties rate set out in Schedule 2; and
 - (iii) non-contact duties directly associated with undertaking Music Accompanying Duties with special education service will be paid the Music Accompanying with special education service rate set out in Schedule 2 for each hour of non-contact duties delivered. These non-contact duties can include, but are not limited to, preparation.
- (e) A Casual Employee engaged to undertake full subject coordination duties will be paid at the applicable Lecture rate of pay set out in Schedule 2 for teaching (which includes Tutorials and Music Accompanying Duties).
- (f) The Lecture, Seminar, and Tutorial rates of pay prescribed in Schedule 2 set out the amount of Associated Working Time relevant to each form of educational delivery.
- (g) For clarity:
 - (i) compensation for all Associated Working Time worked by a Casual Employee is included the rates of pay prescribed in Schedule 2;
 - (ii) any specific additional duties, separate and distinct from any teaching duties and Associated Working Time, which are required to be undertaken by a Casual Employee engaged to undertake course coordination duties by the Academic in Charge will be paid for at the applicable Other Duties rate set out in Schedule 2;
 - (iii) Marking which is required to be undertaken outside of a Lecture, Tutorial or Seminar will be paid at the appropriate hourly rate set out in Schedule 2; and

- (iv) the rate payable for the conduct of a Practical Class includes payment for one hour of student contact time. Any work required to be undertaken outside the one hour (Marking, giving a Lecture, Tutorial or Seminar, attending a meeting, Lecture, preparation time or other duties) is payable at the appropriate rate set out in Schedule 2.

18.7 Offer of Employment

- (a) A Casual Employee who is offered casual academic employment will be given a written offer of Casual employment which will include:
 - (i) a statement that additional duties will be paid for;
 - (ii) details of entitlements with respect to superannuation;
 - (iii) sources of further information about their employment arrangements; and
 - (iv) notification of the requirement to disclose other academic employment at UNSW.
- (b) Prior to the commencement of each academic teaching period, a Casual Employee who is offered work of more than four weeks duration will be given a statement of duties to be performed, the relevant rates of pay for each duty as set out in this Agreement and the anticipated number of hours required.

18.8 Payment of Wages and Superannuation

- (a) A Casual Employee will be paid on a fortnightly basis in accordance with the offer of employment as set out above and the rates of pay set out in Schedule 2.
- (b) Payment will be made within 21 days of a pay claim being submitted to UNSW.
- (c) Superannuation contributions for Casual Employees will be made in accordance with clause 11.0 (Superannuation).

18.9 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 166 FTE positions (which equates to at least 20% of the 2021 casual academic workforce), either:
 - (i) convert, or offer to convert, the employment of an 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 166 FTE positions may be either Continuing Employment or Convertible Tenure Track, but at least:
 - (i) 55 FTE (one third) of the 166 FTE positions will be Teaching and Research positions;
 - (ii) 55 FTE (one third) of the 166 FTE positions will be Continuing Employment.
- (d) For the purpose of this clause (18.9) 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 18.9(b) during the nominal term of the Agreement. UNSW will, on an annual basis, provide the NTEU with an update on progress achieved.
- (f) Within three months of the commencement of this Agreement and in each year of this Agreement's nominal term, UNSW will write to all Casual Employees and inform them about secure work opportunities under this clause and the NES.

PART D – WORKPLACE AND ORGANISATIONAL CHANGE

19.0 MANAGING CHANGE IN THE WORKPLACE

19.1 Application

- (a) This clause (19.0) applies to all Continuing and Fixed-Term Employees, subject to subclause 19.1(b).
- (b) Other than subclauses 19.3 and 19.4(a) to 19.4(g), this clause 19.0 does not apply to:
 - (i) any Employee employed in the following positions:
 - (A) President and Vice-Chancellor;
 - (B) Deputy Vice-Chancellor;
 - (C) Pro Vice-Chancellor;
 - (D) Rector of UNSW Canberra; or
 - (E) Dean, or a position of equivalent senior responsibility and status as approved by the University Council or other delegated UNSW decision-making body; and
 - (ii) any Employee employed on CCFRC Employment under clause 17.0 or CTT Employment under clause 16.3;
 - (iii) any Employee in receipt of Total Fixed Remuneration in excess of \$300,000; or
 - (iv) any Casual Employee.

19.2 General Principles

- (a) The sound management of workplace change requires the involvement of the Employees who will be directly affected by such change.
- (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.

19.3 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 19.4.
- (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 the affected Employees about the change;
 - (ii) invite the 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 the affected Employees about the impact of the change.

19.4 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) 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 changes;
 - (ii) any financial reasons for the change;
 - (iii) details about the expected impact on workloads;
 - (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 subclause 20.5(c);
 - (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 or 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 change;
 - (ii) a summary of any de-identified 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 made vacant in the restructure.

19.5 Implementation of Redeployment and Retrenchment

Where, following completion of the processes referred to in subclause 19.4, an affected Employee does not hold a position in the new structure or elsewhere within UNSW, UNSW will write to the Employee and advise them that the redeployment and retrenchment provisions of clause 20.0 apply, subject to subclause 20.1 and 20.6. Such correspondence will serve as notice of retrenchment subject to the provisions of clause 20.0 (Redeployment and Redundancy Provisions).

20.0 REDEPLOYMENT AND REDUNDANCY PROVISIONS

20.1 Application and Interpretation

This clause applies to all Employees, other than:

- (a) Casual Employees;
- (b) Employees employed in the positions of Vice-Chancellor and President, Provost, Deputy Vice-Chancellor, Pro Vice-Chancellor or Dean;
- (c) Employees who receive Total Fixed Remuneration in excess of \$300,000; and
- (d) any other Employee who negotiates a voluntary separation package as part of the process set out in clause 19.0 (Managing Change in the Workplace). For clarity, if an Employee to whom this clause 20.0 applies, negotiates a voluntary separation package after the processes in this clause have commenced, this clause 20.0 will cease to apply with immediate effect from such time as the terms of the package are agreed between the Employee and UNSW.

20.2 Notification of Redundancy

- (a) Where a decision is made by UNSW to declare one or more academic positions redundant, the affected Employees will be provided with written notice (**Redundancy Notice**) of the following:

- (i) the reasons for the redundancy;
- (ii) that the position occupied by the Employee is to be declared redundant and the effective date of the redundancy;
- (iii) that their employment will, from the date specified in the written notice, be subject to a period of transition of not less than eight weeks (**Transition Period**); and
- (iv) that, during the Transition Period, the Employee may advise UNSW that they wish to:
 - (A) pursue redeployment to another position within UNSW in accordance with subclause 20.4; or
 - (B) accept retrenchment in accordance with subclause 20.5.
- (b) An Employee may seek both a review pursuant to subclause 20.3 and redeployment pursuant to subclause 20.4.

20.3 Review

- (a) An Employee who elects to seek a review of the decision to declare their position redundant must apply to the Deputy Vice-Chancellor for a review of that decision (**Review**) within 10 working days of the Redundancy Notice referred to at subclause 20.2(a) above. The Employee must indicate the basis on which a Review is sought.
- (b) On receiving a request for a Review, the Deputy Vice-Chancellor will immediately refer it to a Review Committee which will comprise:
 - (i) a nominee of the Deputy Vice-Chancellor;
 - (ii) an employee of UNSW nominated by the NTEU; and
 - (iii) a chairperson appointed by the Vice-Chancellor from the list agreed between UNSW and the NTEU at the commencement of this Agreement.
- (c) No member of the Review Committee will have had any involvement in the matter subject to review (other than through another Review Committee).
- (d) The Review Committee must be convened within seven working days of the matter being referred to the Deputy Vice-Chancellor and should complete its deliberations within a further 15 working days.
- (e) The Review Committee's role will be to review documentation relevant to the decision to declare an Employee's position redundant and to report with recommendations to the Vice-Chancellor on whether, in its opinion, UNSW:
 - (i) has complied with clauses 19.0 (Managing Change in the Workplace) and 20.0 (Redeployment and Redundancy Provisions); and
 - (ii) used fair and objective criteria and acted without unlawful discrimination to determine which position or positions should be declared redundant.
- (f) The Employee will have an opportunity to meet with the Review Committee to address the reasons for the Review, to respond to any documentation before the Review Committee and to answer any questions of the Review Committee.
- (g) The Review Committee may also seek further material and meet with any other Employee of UNSW it considers necessary to finalise its report. The Employee will be given an opportunity to respond to any further material provided to the Review Committee.

- (h) The Vice-Chancellor will take into account the report of the Review Committee prior to making a final determination on the Review.
- (i) Following a Review, the Vice-Chancellor may approve an extension to the time-frame for investigating possible redeployment of the Employee by two weeks, if the Employee wishes to be considered for redeployment.

20.4 Redeployment

- (a) If an affected Employee seeks redeployment, UNSW and the Employee will look for suitable alternative positions within UNSW during the Transition Period.
- (b) An affected Employee seeking redeployment will have access to the following during the Transition Period:
 - (i) reasonable outplacement support;
 - (ii) reasonable time off work to attend job interviews or other job search activities; and
 - (iii) where agreed by UNSW at the commencement of the Transition Period, a program of retraining.
- (c) Reasonable travel and other expenses incurred by an Employee while undertaking the redeployment activities in subclause 20.4(b) will be paid by UNSW, as determined by the Chief Human Resources Officer.
- (d) If an agreed suitable vacant academic position is available at the same classification Level, UNSW will offer the Employee redeployment to the position at the same classification Level and step.
- (e) If an Employee is redeployed to another Continuing Employment position that requires a geographic relocation for the Employee, UNSW will reimburse the Employee for reasonable relocation expenses associated with the redeployment.
- (f) If a suitable vacant professional staff position is available, UNSW will offer the Employee redeployment to the position. If the Employee accepts redeployment to a professional staff position, but at a lower salary rate, they will continue to receive the Annual Base Salary they received immediately prior to redeployment for a period of 12 months.

20.5 Retrenchment

- (a) Unless another arrangement is agreed between UNSW and the affected Employee, UNSW will notify the Employee in writing of the termination of their employment on the grounds of redundancy if:
 - (i) the Employee has not made any election by the end of the Transition Period in accordance with subclause 20.2(a)(iv);
 - (ii) the Employee elected to be redeployed pursuant to subclause 20.4, but no suitable vacant position has been identified and accepted by the Employee by the end of the Transition Period; or
 - (iii) the Employee has elected to accept retrenchment at any time after the commencement of the Transition Period.
- (b) For clarity, notification of the Transition Period under the Redundancy Notice constitutes notice of termination due to redundancy and an Employee who is retrenched under subclause 20.5(a) is not entitled to any further period of notice of termination (although the date on which the Employee's employment terminates may be extended,

by agreement, to a date after the end of the Transition Period if the Employee and UNSW agree that the Employee will continue to work for a period of up to 22 weeks following the end of the Transition Period (the **Entitlement Period**).

- (c) An Employee who is retrenched will receive the following payments, as applicable:

(i)	If the Employee's employment is subject to a Transition Period and the Employee elects to accept retrenchment before the end of the Transition Period:	Payment in lieu of the balance of the Transition Period.
(ii)	If the Employee's employment is terminated as result of voluntary redundancy offered in connection with the process in clause 19.0 (<u>Managing Change in the Workplace</u>):	Payment of 8 weeks' pay in lieu of the Transition Period, or payment in lieu of the balance of the Transition Period if the Employee accepts retrenchment during the Transition Period.
(iii)	If the Employee, by agreement with UNSW, works part but not all of the 22 week Entitlement Period:	Payment in lieu of the unworked part of the Entitlement Period.
(iv)	If there is no agreement between the Employee and UNSW that the Employee will work the 22 week Entitlement Period:	Payment of 22 weeks' pay in lieu of working the Entitlement Period.
(v)	If the Employee has two or more years of Continuous Service as at the termination date:	Severance pay of three weeks' pay for every completed year of service up to a maximum of 52 weeks.
(vi)	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' pay.
(vii)	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.

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

- (d) Subject to subclause 20.5(e), all payments under subclause 20.5(c) will be calculated on the Employee's Full Annual Salary at the date of termination of employment.
- (e) The payments to be made under subclause 20.5(c) to a Fractional-time Employee who, during their Continuous Service, converted from full-time to fractional-time employment will be calculated based on the Employee's Full Annual Salary at the date of termination of employment except for:
- (i) severance pay under subclause 20.5(c)(v) which will be calculated on a pro-rata basis such that any periods of Continuous Service relating to the Fractional-time Employee's prior full-time employment will be calculated based on the Fractional-time Employee's full-time equivalent salary; and

- (ii) any payment in respect of the Employee's entitlement on termination to payment of accrued or pro-rata long service leave, which payment will be calculated in accordance with clause 34.0 (Long Service Leave).

20.6 Acceptable Alternative Employment

Where UNSW declares a position redundant, but UNSW obtains acceptable alternative employment for the Employee, UNSW may apply to the FWC to have the severance payment or retrenchment benefit varied or waived.

21.0 VOLUNTARY EARLY RETIREMENT SCHEMES

- (a) If UNSW chooses to offer a voluntary early retirement scheme approved by the Australian Taxation Office, it will provide as a minimum a lump sum benefit of two weeks' Full Annual Salary for each year of service with a maximum payment of 52 weeks' Full Annual Salary. This benefit will be additional to the Employee's other entitlements on retirement.
- (b) UNSW reserves the right to accept or not to accept an expression of interest in voluntary early retirement by an Employee.
- (c) This clause does not apply to a Fixed-term Employee employed on a pre-retirement contract.

PART E – ACADEMIC PERFORMANCE AND RELATED MATTERS

22.0 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 22.0 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 UNSW, including the right to express opinions about the operations of UNSW and higher education policy more generally;
 - (ii) pursue critical and open inquiry, publish, research and, consistent with UNSW's academic processes, freely discuss, teach, assess and develop curricula;
 - (iii) participate in public debates and express opinions about issues and ideas about UNSW or higher education issues more generally;
 - (iv) participate in professional and representative bodies, including unions, and engage in community service;
 - (v) 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 22.0 does not prevent UNSW from assessing an Employee's quality of academic work, for example, at probation, promotion, performance discussions, and regarding research standards and research misconduct.

23.0 ACADEMIC WORKLOAD ALLOCATION

23.1 Application

This clause 23.0 applies to all Employees, excluding Casual Employees and research only employees engaged under clause 16.2(a)(iii) or clause 17.0 of this Agreement.

23.2 Principles

- (a) The following principles will govern the application of this clause 23.0:
- (i) workload will be reasonably and equitably distributed recognising the diversity of UNSW and the range of activities undertaken by Employees over a year; and

- (ii) there will be a transparent process of work allocation that is generally supported by Employees in the academic unit (whether that is a Faculty or School); and
 - (iii) there will be consultation about workload allocation. Employees in the academic unit will have the opportunity to participate in, and provide feedback during, the collegial development of the workload formula.
- (b) The workload allocated will take account of Employees' expertise, goals and preferences and the duties and responsibilities articulated at Schedules 3 and 4 of this Agreement.

23.3 Workload Formula

- (a) Each academic unit (whether that is a Faculty or School) will develop and implement a workload formula that measures work allocated by UNSW in hours and will include, as relevant and agreed:
- (i) teaching activity;
 - (ii) UNSW related administration and participation in School, Faculty or other UNSW based committees;
 - (iii) UNSW approved internal or external professional work (excluding paid outside work);
 - (iv) approved special studies leave or internal release; and
 - (v) any reasonable accommodation for disability or carer's leave.
- (b) The workload formula allocation will be made available in a manner that enables all Employees to compare their workload in respect of teaching activity with other Employees across the academic unit.
- (c) For the purposes of this subclause 23.3, teaching activity includes:
- (i) the design, development, delivery (including related administration), facilitation and review of courses and programs, however they are taught, at UNSW;
 - (ii) the management and development of a teaching team (including where appropriate the supervision and/or coordination of Casual Employees) and/or teaching resources;
 - (iii) professional development of teaching, educational technologies and related skills;
 - (iv) pedagogical innovation, discipline related education research and scholarship;
 - (v) the supervision of clinical placements, teaching related field work and all work integrated learning placements; and
 - (vi) where determined by the academic unit, the supervision of honours and higher degree research (HDR) students.
- (d) The workload formula will:
- (i) be developed through a collegial process; and
 - (ii) be generally supported by the Employees in the academic unit; and
 - (iii) provide for the equitable and transparent allocation of workload within the academic unit;
 - (iv) enable an Employee to compare their workload with every other individual employee across the academic unit;

- (v) contain a quantifiable maximum on allocated workload measured in hours and a quantifiable maximum on teaching contact hours;
 - (vi) recognise different aspects of teaching delivery and, as relevant, measure in hours;
 - (A) the level of courses taught;
 - (B) the modes of delivery, including online, face to face or hybrid;
 - (C) the scale of teaching responsibilities including the number of students, and the time required for the delivery of class and class-related activities such as course coordination, preparation, assessment and marking, and student consultation; and
 - (D) teaching on public holidays, weekend teaching and overseas teaching; and
 - (vii) include provision for a reduction in teaching activity in the first year of employment for an Employees not previously employed as an academic and who is commencing at Level A or B, provided that the Employee is undertaking UNSW's Teacher Accelerator Program or the Foundations of University Learning and Teaching Program, or equivalent.
- (e) Acknowledging that work may vary over the course of a year, an Employee's allocated workload under this clause will be such that it can be undertaken within an average of 35 hours per week (1,610 hours per annum).
- (f) Allocated teaching activity hours:
- (i) for a teaching and research Employee will be approximately 644 hours per calendar year; and
 - (ii) for an education focussed Employee will be approximately 1,288 hours per calendar year.
- (g) In any calendar year an education focussed Employee may request for up to 322 of their 1,288 teaching activity hours to be allocated to:
- (i) pedagogical innovation, discipline related education research and scholarship; and/or
 - (ii) professional development of teaching, educational technologies and related skills.
- UNSW will not unreasonably withhold its agreement to a request.
- (h) Given that the volume of teaching activities may vary over the course of a year, the maximum teaching contact hours and the teaching activity hours may be calculated on a weekly basis during a teaching period, or such other basis as determined in the workload formula.
- (i) The volume of teaching activity of a Fractional-time Employee will be based on an equivalent fraction of a Full-time Employee within the academic unit.
- (j) Where an agreement has been made in accordance with clause (c) of Schedule 3 for an Employee to perform an Education Focussed role for a defined period, the teaching activity hours for an Education Focussed Employee referred to in subclause 23.3(f)(ii) and (g) will apply.

- (k) Where a significantly higher teaching workload is offered to an Employee by UNSW, and accepted by that Employee, in a year (or other specified period) the Employee may be paid for that additional work, or the Employee's teaching workload will be reduced accordingly in the following year (or another specified period).
- (l) Where an Aboriginal and Torres Strait Islander Employee undertakes an activity in accordance with clause 48.0(f) of this Agreement, they may be paid for that additional work, or where appropriate their teaching workload will be reduced accordingly in the following year (or another specified period).
- (m) Where a significantly lower teaching workload is allocated to an Employee in a year (or other specified period), the Employee's teaching workload may be increased in the following year (or another specified period).
- (n) Work allocated to an Employee will be reduced to reflect any significant periods of planned leave (e.g. long service leave), or significant periods of unplanned leave (e.g. long term sick leave), of more than the standard four weeks annual leave per annum. Work allocated to an Employee will be increased to reflect circumstances where the Employee takes significantly less than the standard four weeks' annual leave per annum, unless other arrangements are approved by UNSW.
- (o) Where an Employee has concerns about their workload, they should first raise these concerns with their Supervisor.
- (p) If, following this, the concerns remain unresolved, the Employee may request that their concerns be reviewed by a committee comprising:
 - (i) another UNSW Employee nominated by the Employee or their Employee Representative;
 - (ii) a Deputy Vice-Chancellor or the Provost as nominated by UNSW; and
 - (iii) the President of the Academic Board.

23.4 Periods of Scheduled Teaching

- (a) An Employee may agree, following a request from their Supervisor, to undertake the following duties:
 - (i) scheduled teaching on public holidays, or before 8:00 am or after 9:30 pm on a weekday;
 - (ii) teaching on weekends; or
 - (iii) overseas teaching.
- (b) When teaching on public holidays, before 8:00 am or after 9:30 pm on a weekday, on weekends or overseas is proposed by a Supervisor, they will first consult with the Employee and seek to address any issues of concern raised by the Employee about teaching during such times, including any concerns regarding the Employee's family responsibilities.
- (c) UNSW may conduct teaching sessions outside the teaching term structure but an Employee will only be required to teach in those sessions if they are arranged by the Employee's supervisor with the agreement of the Employee.
- (d) No teaching and research Employee will be required to teach in more than two teaching sessions in any calendar year, except where otherwise agreed between the Employee and their Supervisor. Where an Employee and their Supervisor enter into such an agreement, that agreement will either:

- (i) provide for a reduction in their workload allocation in a subsequent teaching period; or
 - (ii) if agreed with UNSW, provide for additional remuneration to be paid on terms to be agreed between the Employee and UNSW.
- (e) Some Faculties and/or Schools schedule teaching sessions in a manner different to that applied in most of UNSW. In these cases, the limitations expressed in subclause 23.4(d) above will not apply but an appropriate limitation will be designated in the relevant workload formula.

23.5 Special Studies Program

- (a) An Employee will be eligible to apply to undertake a Special Studies Program (SSP) or Internal Release provided that they have completed at least three years of Continuous service with UNSW, unless otherwise approved.
- (b) All Employees who are meeting performance expectations may apply for SSP or Internal Release.
- (c) SSP or Internal Release will usually be for a period of between one to two terms or three to six months. SSP or Internal Release will usually be concurrent with at least one term where the Employee would otherwise be teaching but any teaching release applied as part of SSP or Internal Release will be calculated on an annual basis.
- (d) If an Employee's application for SSP or Internal Release is not approved, the Employee's Supervisor will provide them with the reasons for non-approval, in writing, on written request by the Employee.
- (e) UNSW will recognise prior continuous paid service with other Australian higher education institutions as qualifying service when considering applications for SSP and Internal Release subject to and in accordance with the following:
 - (i) if an Employee has taken SSP or Internal Release (whatever that was called) at another university, that period will be considered;
 - (ii) recognition of prior service with another university will be dependent on continuity of employment between the other university and UNSW; and
 - (iii) if there is less than two months between the cessation of employment with another university and commencement with UNSW, continuity will be deemed not to have been broken, but the period between cessation and commencement will not be taken into account in determining length of service for the purpose of this subclause.

24.0 PROBATIONARY EMPLOYMENT

24.1 Application

- (a) UNSW may require an Employee to serve a formal probationary period of up to 12 months on commencing employment with UNSW and will advise the Employee accordingly in their letter of offer.
- (b) If UNSW intends to terminate their employment during or at the end of the probationary period, it will advise the Employee of this and give them an opportunity to respond.
- (c) A Fixed-term Employee who, at the end of their Fixed-Term Employment, is employed on a second or subsequent fixed-term contract with UNSW will not be required to serve a further probationary period.

- (d) The provisions of clause 27.0 (Disciplinary Action and Termination of Employment) do not apply to an Employee serving a period of probationary employment.

24.2 Confirmation of Continuing Employment

- (a) An Employee who has completed a probationary period may be subject to a period of confirmation of employment and will be notified of any such period of confirmation of employment before or at the end of the probationary period.
- (b) The unsatisfactory performance provisions of clause 27.0 (Disciplinary Action and Termination of Employment) do not apply to an Employee who has completed a period of probationary employment but who is subject to a process of confirmation of continuing employment.
- (c) The period of confirmation of continuing employment referred to in subclause 24.2(a) will not exceed the date on which the Employee has completed three years of employment with UNSW.
- (d) Any decision to confirm or not to confirm an Employee's employment within the period of confirmation of continuing employment will be made based on criteria of satisfactory performance against a range of academic duties consistent with Schedule 3 (Duties and Responsibilities of Academic Staff at UNSW) and in accordance with UNSW's policies and procedures.

25.0 PERFORMANCE BASED INCREMENTAL PROGRESSION

25.1 General

An Employee will progress by annual increments to the top of the relevant salary step subject to and in accordance with the provisions of this clause 25.0.

25.2 Common Dates for Payment of Increments

Increments are paid in the first full pay period after either 1 January or 1 July of each year on the applicable Incremental Progression Effective Date as follows:

Anniversary of the Employee's Position Effective Date*	Incremental Progression Effective Date
Between 1 October 2023 to 31 March 2024	January 2024
Between 1 April 2024 to 30 September 2024	July 2024
Between 1 October 2024 to 31 March 2025	January 2025
Between 1 April 2025 to 30 September 2025	July 2025
Between 1 October 2025 to 31 March 2026	January 2026
Between 1 April 2026 to 30 September 2026	July 2026

*Position Effective Date is the date on which the Employee commenced employment in their position, or, if promoted, the date on which the promotion to the new position took effect.

25.3 Accelerated Progression

- (a) An Employee who wishes to apply for accelerated progression (that is, progression of two or more increments) will be required to make an application to their Supervisor based on performance and achievements against the relevant UNSW Position Classification Standards in Schedule 4.

- (b) Accelerated progression of two increments must be approved by the Dean and must be based on outstanding achievement over the previous 12 months.
- (c) Accelerated progression of more than two increments requires the approval of the Deputy Vice-Chancellor and must be based on exceptionally outstanding achievement over the previous 12 months.

25.4 Withholding of an increment

- (a) Incremental progression for an Employee can only be withheld for unsatisfactory performance where a Supervisor has initiated action under clause 27.0 (Disciplinary Action and Termination of Employment) of this Agreement and where the Employee has had an opportunity to improve performance.

26.0 PROFESSIONAL DEVELOPMENT

- (a) An Employee will meet at least annually with their Supervisor to review their work in the past year, to discuss work in future years, and to discuss the Employee's own personal career development.
- (b) A Supervisor will be expected to participate in ongoing training and professional development to assist them to perform this role.
- (c) The major areas for discussion between the Employee and the Supervisor will include:
 - (i) career planning and development, including accessing research grants, professional development to be undertaken in respect of teaching, scheduling Special Studies Program Leave and promotion prospects;
 - (ii) the strategic plans of the School and the Faculty
 - (iii) allocated duties within the School, including teaching and administrative duties;
 - (iv) leave planning; and
 - (v) support needed by the Employee from the School/Faculty and UNSW in order to achieve personal career goals.
- (d) Student feedback is part of continuous quality improvement at UNSW but on its own student feedback cannot be used as the total measure of teaching performance. As such, no Disciplinary Action for unsatisfactory performance will be initiated under subclause 27.3(b) solely on the basis of teaching evaluations by students.
- (e) Subject to any legal or regulatory requirements (including funding requirements) to the contrary, course evaluation data will not be published in a form that identifies individual staff members to any persons beyond relevant line management (including course convenors, the Head of School, Dean and Associate Dean (Education) or students involved in the relevant course.

PART F – DISCIPLINARY MATTERS AND TERMINATION OF EMPLOYMENT

27.0 DISCIPLINARY ACTION AND TERMINATION OF EMPLOYMENT

27.1 Definitions

In this clause 27.0, as well as where used in clauses 29.0 (Decision Regarding Any Disciplinary Action), 30.0 (Notice of Termination of Employment) and 31.0 (Managing Ill Health), the following terms have the following meanings:

	Term	Meaning
(a)	Disciplinary Action	Action taken by UNSW to discipline an Employee for unsatisfactory performance, Misconduct or Serious Misconduct and is limited to the following: (i) counselling; (ii) formal warning or censure; (iii) demotion whether by one classification level or by one or more salary steps; (iv) removal from administrative duties (including the payment of related allowances); (v) removal of responsibilities related to underperformance or Misconduct which does not otherwise result in diminution of pay; (vi) suspension with pay; and (vii) termination of employment, which applies only to serious or repeated Misconduct or unsatisfactory performance.
(b)	Misconduct	Conduct or behaviour of a kind that is unsatisfactory and inconsistent with the expectations of an Employee in the workplace and includes, but is not limited to: (i) a breach of UNSW's Code of Conduct; (ii) in certain cases, a breach of UNSW's Research Code of Conduct; (iii) a failure to comply with UNSW policy; or (iv) a failure to undertake duties consistent with the Employee's employment contract, other than conduct that otherwise constitutes Serious Misconduct.
(c)	Serious Misconduct	Serious misbehaviour by an Employee which constitutes a serious impediment to the carrying out of their duties, or to another employee carrying out their duties, or a serious dereliction of their duties, or conduct that causes serious or imminent risk to the health or safety of a person or persons, and includes but is not limited to: (i) theft;

	Term	Meaning
		(ii) assault; (iii) fraud; (iv) serious harassment, including sexual harassment; (v) serious breach of UNSW policy relating to an Employee's conduct (including in relation to the Research Code of Conduct), conflict of interest or paid outside work; (vi) repeated or persistent Misconduct; (vii) repeated refusal to undertake a lawful and reasonable instruction; or (viii) conviction by a court for an offence that constitutes a serious impediment to the carrying out of an Employee's duty.

27.2 General

- (a) UNSW may only take Disciplinary Action against an Employee on the grounds of unsatisfactory performance, Misconduct or Serious Misconduct in accordance with the provisions of clauses 27.0 to 30.0.
- (b) Any termination of employment at the initiative of UNSW other than that provided for in clauses 20.0 (Redeployment and Redundancy Provisions), 24.0 (Probationary Employment), and 31.0 (Managing Ill Health) may only occur in accordance with clauses 27.0 to 30.0.

27.3 Unsatisfactory Performance

- (a) If performance concerns have been identified in a professional development meeting undertaken in accordance with subclause 26.0 that will be relied on for the purposes of this subclause 27.3, the performance concerns should be recorded in writing and provided to the Employee.
- (b) Unsatisfactory performance concerns will initially be addressed by the Supervisor consistent with the Employee's position description and classification, and the expectations appropriate to the discipline, which have been developed following the engagement and consultation of all academic Employees in the Faculty. A Supervisor will make reasonable efforts to resolve unsatisfactory performance concerns with the Employee through measures such as guidance, counselling and the requirement to undertake appropriate developmental activities or a particular work allocation, before commencing action under subclause 27.3(c).
- (c) Where, despite subclause 27.3(b), a Supervisor remains of the view that the performance of an Employee is unsatisfactory, the Supervisor must:
 - (i) inform the Employee that action is being taken in accordance with this clause;
 - (ii) advise the Employee on the nature of the improvement required and the time within which reasonable improvement is expected;
 - (iii) take into account any mitigating circumstances, or other relevant matters which the Employee may bring to the attention of the Supervisor (which include but are not limited to reasonable accommodation or adjustment for disability or carer's responsibilities); and

- (iv) make a record of the advice given and provide a copy to the Employee of any relevant performance improvement plan.
- (d) Where a Supervisor believes that the processes in subclauses 27.3(b) and 27.3(c) have not produced the desired improvements in performance, the Supervisor will make a report to the Dean (**Supervisor's Report**) and, at the same time, provide a copy to the Employee. The Employee may respond to the Supervisor's Report within five working days of receipt of the Supervisor's Report.
- (e) Following the receipt of the Supervisor's Report, the Dean will meet with the Employee and will give the Employee an opportunity to respond prior to determining what action, if any, to take. At this point, the Employee may also request that the Dean seek input from up to three of the Employee's peers in the Faculty.
- (f) After taking into account any response provided by the Employee, including any mitigating circumstances and any comments by the Employee's academic peers, the Dean may decide to either refer the matter back to the Supervisor for a further review period in accordance with subclause 27.3(c) or provide a report to the Deputy Vice-Chancellor (**Dean's Report**). The Dean's Report will state clearly the aspects of performance viewed as unsatisfactory and the record of attempts to remedy the unsatisfactory performance.
- (g) The Dean will provide the Employee with a copy of the Dean's Report at the time it is submitted to the Deputy Vice-Chancellor. The Employee is entitled to submit a written response to the Dean's Report, within ten working days of receipt of the Dean's Report, to the Deputy Vice-Chancellor and which may include submissions on appropriate Disciplinary Action.
- (h) Having considered process, timeframes and the Employee's response, the Deputy Vice-Chancellor may then decide to take any of the following action and will advise the Employee in writing of their decision:
 - (i) take no further action; or
 - (ii) refer the matter back to the Supervisor or Dean to ensure that the process referred to in this subclause 27.3 is complied with in substance and in a manner appropriate to the circumstances; or
 - (iii) take Disciplinary Action consistent with the actions listed in subclauses 27.1(a)(i) to 27.1(a)(vi); or
 - (iv) recommend to the Vice-Chancellor that the Employee's employment should be terminated.

27.4 Misconduct/Serious Misconduct

- (a) If a matter involving Misconduct or Serious Misconduct has been dealt with in good faith as if it were a case of unsatisfactory performance under subclause 27.3, the procedures of this subclause 27.4 do not apply, provided the provisions of subclause 27.3 are followed.
- (b) Other than in the case of an allegation of Serious Misconduct, repeated Misconduct or research misconduct, a Supervisor or Dean will at an early stage take all measures they consider appropriate in the circumstances to try to resolve a matter which may constitute Misconduct before it is referred to the Deputy Vice-Chancellor. Such measures could include one or more of guidance, counselling, or the requirement for an academic to undertake appropriate developmental activities or particular work allocation.

- (c) In the case of an alleged breach or serious breach of UNSW's Research Code of Conduct the Deputy Vice-Chancellor (Research) may:
 - (i) directly refer the alleged breach to the Deputy Vice-Chancellor to determine whether the alleged Misconduct should be dealt with by the supervisor or Dean in accordance with the measures referred at subclause 27.4(b) above; or
 - (ii) notify the Employee in writing of the specific allegations in accordance with subclause 27.4(d) below.
- (d) Where an allegation of Misconduct or Serious Misconduct has been referred to the Deputy Vice-Chancellor and the Deputy Vice-Chancellor believes such allegation warrants further investigation, the Deputy Vice-Chancellor will provide the Employee with a written notice:
 - (i) specifying the allegations made against the Employee, including sufficient detail of each allegation so that the Employee can properly consider and respond; and
 - (ii) inviting the Employee to submit a written response within 10 working days.
- (e) Any time after the Deputy Vice-Chancellor has received an allegation of Serious Misconduct or misconduct, UNSW may:
 - (i) suspend the Employee on full pay; or
 - (ii) subject to subclause 27.4(f), suspend the Employee without pay if the Deputy Vice-Chancellor is of the view that there is the possibility of an imminent and serious risk to another person or to UNSW's property arising out of the alleged act of Serious Misconduct, or, in the case of alleged Serious Misconduct, the Deputy Vice-Chancellor considers that the alleged Serious Misconduct is sufficiently serious to justify dismissal; and
 - (iii) suspend any administrative duties and/or leadership role performed by the Employee if the Deputy Vice-Chancellor is of the view that the alleged act of Serious Misconduct or Misconduct, justifies such action. Where the suspension of any administrative duties and/or leadership role is made, the Employee will continue to receive any remuneration paid to the Employee in respect of those administrative duties and/or leadership role at the time of suspension (unless the Employee's employment is suspended without pay).
- (f) In the case of suspension without pay:
 - (i) if the suspension without pay occurs at a time when the Employee is on a paid leave of absence the Employee will continue to be paid for the period of leave of absence;
 - (ii) the Employee may engage in paid employment outside of UNSW or draw on any accrued but untaken annual leave or long service leave for the duration of the suspension without pay;
 - (iii) the Deputy Vice-Chancellor may at any time direct that salary be paid on the ground of hardship;
 - (iv) the Employee may request that the decision to suspend without pay be reviewed by a person mutually agreed between the Employee and UNSW; and
 - (v) any lost salary and other entitlements will be reimbursed if it is ultimately determined that dismissal is not warranted.

- (g) In the case of any paid or unpaid suspension from all duties, the Employee will not be permitted to attend UNSW, however reasonable access to UNSW will be provided to the Employee for the preparation of their case and to collect personal property.
- (h) Once the Deputy Vice-Chancellor has formed the view that the Employee has, or has not, engaged in the alleged Misconduct or Serious Misconduct, they will advise the Employee of this in writing, which written notice will include, in the case of a finding of Misconduct or Serious Misconduct, the operative date of any Disciplinary Action. If the Deputy Vice-Chancellor is of the view there has been no Misconduct or Serious Misconduct, the Deputy Vice-Chancellor shall immediately advise the Employee in writing, and may, by agreement with the Employee, publish the advice in an appropriate manner.
- (i) If the Employee denies the allegations in part or in full, or if the Employee has not responded to the allegations, the Deputy Vice-Chancellor will refer the matter for a Misconduct investigation, unless the Deputy Vice-Chancellor decides to take no further action or to counsel or censure Employee and take no other action.

28.0 MISCONDUCT INVESTIGATION

- (a) A Misconduct investigation commenced under subclause 27.4(i) will be carried out by an Investigation Officer (**IO**) appointed by the Deputy Vice-Chancellor. The Deputy Vice-Chancellor will consult with the Employee and with the NTEU about the name of the IO prior to the appointment being confirmed. An IO may be appointed from within or external to UNSW.
- (b) An IO may use or adopt factual findings made or evidence gathered in any previous investigation into the circumstances or allegations.
- (c) As part of the investigation, the IO will communicate to the Employee how the IO intends to carry out the investigation and will provide the Employee with an opportunity to respond to any evidence considered by the IO.
- (d) The IO will provide the Deputy Vice-Chancellor with a report on the IO's findings with respect to the facts of the matter only, including reasons and evidence supporting the findings, and any mitigating factors which the IO considers relevant.
- (e) The Deputy Vice-Chancellor will specify a reasonable timeframe within which the IO is required to conduct the investigation and provide the report to the Deputy Vice-Chancellor.
- (f) The Employee will be provided with a copy of the IO's report at the same time as the report is provided to the Deputy Vice-Chancellor and the Employee will have a period of five working days in which a response to the IO's report can be provided to the Deputy Vice-Chancellor.

29.0 DISCIPLINARY ACTION

- (a) After considering any response from the Employee and IO report (if any), the Deputy Vice-Chancellor may:
 - (i) take no further action; or
 - (ii) counsel the Employee for inappropriate workplace behaviour; or

- (iii) take Disciplinary Action consistent with subclauses consistent with the actions listed in subclauses 27.1(a)(i) to 27.1(a)(vi) where the Deputy Vice-Chancellor is of the view that Misconduct or Serious Misconduct has occurred; or
 - (iv) recommend to the Vice-Chancellor that the Employee's employment should be terminated.
- (b) Where a recommendation is made to either terminate the Employee's employment under clause 29.0(a)(iv), or to take another type of Disciplinary Action that would result in a reduction in the employee's salary (including allowances), the Employee may, before the relevant Disciplinary Action is taken, make a request that the matter be referred to a review committee (**Review Committee**). Any such request must be made within five working days of the Employee being notified of the recommended Disciplinary Action.
- (c) Each Review Committee will be comprised of:
 - (i) a nominee of the Vice-Chancellor;
 - (ii) an employee of UNSW nominated by the NTEU; and
 - (iii) a chairperson appointed by the Vice-Chancellor from the list agreed between UNSW and the NTEU at the commencement of this Agreement.

No member of the Review Committee will have had any involvement in the matter giving rise to the Disciplinary Action.
- (d) The Review Committee's role will be to provide advice to the Vice-Chancellor or the Deputy Vice-Chancellor on whether, in its opinion:
 - (i) the relevant procedures of this Agreement have been followed; and
 - (ii) the facts of any matter relevant to the allegation, or allegations, have been established; and
 - (iii) the recommended Disciplinary Action is reasonable in the circumstances.

It is not the role of the Review Committee to establish whether Misconduct or Serious Misconduct or unsatisfactory performance has occurred.
- (e) The Review Committee will determine its own review procedure which procedure must enable the review to be completed within the timeframes specified in clause 29.0(g), provided that:
 - (i) it will determine the matter under review on the papers if it determines it is reasonable to do so; or
 - (ii) if it is of the view that it is not reasonable to determine the matters on the papers, it may do one or more of the following (as applicable):
 - (A) request that an Employee or Supervisor provide further material or additional responses in writing;
 - (B) meet with the Employee (and the Employee Representative where the Employee has a representative); or
 - (C) in the case of any matter under subclause 27.3 – meet with the Supervisor.
- (f) In conducting any process in accordance with subclause 29.0(e)(i), the Committee must:

- (i) consider any procedures necessary to minimise potential or emerging distress to any person or persons. Such procedures may include directing questions through the Chair, allowing persons interviewed to be accompanied, or, if the Committee considers it appropriate, directing the Employee (but not their Employee Representative) to vacate the room for the duration of an interview in which time the Employee's Employee Representative will be entitled to ask the questions; and
 - (ii) ensure that the Employee has an opportunity to make submissions, and to receive and respond to any material to which they have not already responded and on which the Committee intends to rely.
- (g) The Committee must provide its advice to the Vice-Chancellor or the Deputy Vice-Chancellor within 10 working days of its first meeting.
- (h) After receiving a recommendation under clause 29.0(a)(iv), and after considering any advice from a Review Committee (where relevant), the Vice-Chancellor will make a final determination and will advise the Employee of their final determination and decision with respect to any Disciplinary Action to be taken.

30.0 NOTICE OF TERMINATION OF EMPLOYMENT

30.1 Notice of Termination of Employment

- (a) An Employee may be dismissed without notice or payment in lieu of notice for Serious Misconduct.
- (b) Except as provided for in subclause 30.1(c), where a decision has been taken to terminate the employment of an Employee for unsatisfactory performance following the procedures outlined in clauses 27.0 (Disciplinary Action and Termination of Employment) to 29.0 (Disciplinary Action), the Employee will be given the following notice of termination:

Period of Continuous Service	Period of notice
1 year or less	1 week
More than 1 year but no more than 3 years	2 weeks
More than 3 years but no more than 5 years	3 weeks
More than 5 years completed service	4 weeks

or such greater notice as is provided for under the Employee's contract of employment.

- (c) In addition to the period of notice specified in subclause 30.1(b) above, an Employee over 45 years of age at the time of the giving of notice and who has at least two years of Continuous Service with UNSW will receive an additional one week's notice.
- (d) Payment in lieu of notice will be made if UNSW does not require the Employee to work out the notice period. If the Employee is only required to work part of the required notice period, UNSW will pay out the remainder of the notice period.
- (e) Any payment in lieu of notice will be based on the Employee's Full Rate of Pay at the date of termination of employment and will include any loadings that would have been payable to the Employee in the ordinary course if they had worked out all or the balance of the notice period (as the case may be).

30.2 General Matters

- (a) All steps and decisions taken in accordance with clauses 27.0, 28.0, 29.0 and 30.0 are final and may not be challenged under clause 9.0 (Dispute Resolution Procedures).
- (b) Nothing in this clause will be construed as excluding the jurisdiction of any external court or tribunal which, but for this subclause, would be competent to deal with the matter.
- (c) Subject to subclause 30.2(d), once an allegation of Misconduct has been reported to the Deputy Vice-Chancellor, all investigations and inquiries in relation to the allegations will be confidential to the extent that the law allows.
- (d) Nothing in this Agreement prevents employees or officers of UNSW:
 - (i) disclosing the allegation or aspects of it in order to obtain evidence or advice relating to the allegation;
 - (ii) disclosing, confidentially, to another person (such as a complainant, respondent or officer of UNSW) involved in any investigation into the allegation, the factual findings of an investigation if UNSW considers it reasonably necessary;
 - (iii) carrying out other investigations relating to the consequences of conduct of an Employee or former Employee when required in the public interest, e.g.; inquiring into the truth of research results;
 - (iv) from sharing non-identifying information about the allegation or aspects of it, or the findings of any investigation into the allegations, to any employee or officer of UNSW who reasonably requires the information in order to:
 - (A) discharge their duties and/or the duties of UNSW, including under applicable laws, such as work health and safety; or
 - (B) undertake any compliance and reporting activities;
 - (v) providing information in accordance with contractual obligations under funding agreements or other research related agreements;
 - (vi) providing information to regulatory (or similar) bodies or publishers, where UNSW reasonably considers such disclosure is necessary due to potential serious consequences to the health of individuals, to the welfare of animals, to the public or to the environment; and/or
 - (vii) from disclosing the allegation or aspects of it, including the Employee's identity, if the disclosure is permitted or required by law (e.g. an Employee's identity may be disclosed to a regulator or law enforcement authorities).
- (e) If UNSW provides information to third parties under subclauses 30.2(d)(v) or 30.2(d)(vi), UNSW will take reasonable steps to inform the Employee, unless UNSW is prohibited by law from informing the Employee.

31.0 MANAGING ILL HEALTH

31.1 Medical Examination

- (a) UNSW may only terminate the employment of an Employee on the grounds of ill health in accordance with the provisions of this clause 31.0.
- (b) A Supervisor should first attempt to discuss any possible health concerns with an Employee where it is possible to do so.

- (c) Where any such discussion at this level has failed to resolve those concerns and UNSW has serious doubts about the capacity of an Employee to perform the duties of their position due to health reasons, it may direct the Employee, by written notice, to undergo a medical examination by a medical practitioner chosen by UNSW, within two months from that date of the notice and at the expense of UNSW.
- (d) Where the Employee elects to apply to their superannuation fund, prior to the expiry of the period of notice, for ill-health retirement or temporary disability benefit pursuant to the rules of the superannuation fund, the requirement for a medical examination under subclause 31.1(c) above will lapse and no further action will be taken by UNSW under this clause 31.0.
- (e) UNSW will request the medical practitioner undertaking the examination referred to in subclause 31.1(c) to provide it with a written report on the Employee's capacity to perform the duties of their position (**Medical Report**), a copy of which, when provided to UNSW, will be given by UNSW to the Employee (unless the medical practitioner advises UNSW that the Medical Report should be given to the Employee's treating practitioner, in which case a copy of the Medical Report will be given to the Employee's treating practitioner).
- (f) If the advice in the Medical Report is that:
 - (i) the medical practitioner is unable to give a prognosis for when the Employee will be fit to perform their duties; or
 - (ii) the Employee is unable to perform their duties and is unlikely to be able to resume them within a reasonable period (being not less than 12 months),the Deputy Vice-Chancellor may, subject to subclause 31.1(a) terminate the employment of the Employee by giving the notice required by the Employee's contract of employment or six months' notice, whichever is greater.

31.2 Medical Report Appeal Process

- (a) An Employee who disagrees with the advice in the Medical Report may notify the Deputy Vice-Chancellor of their intention to lodge an appeal, which notice must be given within 14 days of the Employee receiving a copy of the Medical Report. The appeal must be made as soon as practicable thereafter, though normally within one month of the Employee's notice advising of their intention to appeal. If the Employee is unable to lodge their appeal within one month of notifying the Deputy Vice-Chancellor of their intention to lodge an appeal, they must advise UNSW, in writing, why it is impracticable for them to do so. The appeal must be accompanied by a report from a suitably qualified medical practitioner which states an alternative medical view to that contained in the Medical Report (**Employee's Medical Report**).
- (b) Where an appeal has been lodged by an Employee in accordance with subclause 31.2(a), UNSW will refer both the Medical Report and Employee's Medical Report to a reviewing medical practitioner for review. The reviewing medical practitioner will be a specialist in the relevant discipline having regard to the original assessment, and will have experience in providing medical fitness reports, and will be nominated or suggested by the Australian Medical Association, the Employee's superannuation fund or UniSuper, or will be a member of the panel of health providers used for such matters by NSW Health.
- (c) UNSW will instruct the reviewing medical practitioner to:
 - (i) review the Medical Report and the Employee's Medical Report;

- (ii) undertake such medical assessment as may be necessary to determine if the Employee is fit to perform their duties and, if unfit, to provide an opinion or prognosis as to when (if at all) the Employee will be fit to perform their duties; and
 - (iii) provide a further medical report to UNSW and to the Employee on the review undertaken.
- (d) UNSW will make a final determination on whether or not the Employee's employment should be terminated in accordance with the determination of the reviewing medical practitioner.
- (e) If an Employee refuses to undergo a medical examination within two months of receipt of a written notification to do so under subclause 31.1(c), UNSW may terminate their employment on the information available to it, provided that the termination is treated as termination on the grounds of ill health and not termination for Misconduct or Serious Misconduct due to failure to follow a lawful and reasonable direction.

PART G – LEAVE ENTITLEMENTS AND ARRANGEMENTS

32.0 GENERAL LEAVE CONDITIONS

32.1 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 will 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.

32.2 Fractional-Time Employees

The entitlements in Part G of the Agreement will apply to Fractional-time Employees on an equivalent pro-rata basis.

32.3 Casual Employees

A Casual Employee will not be entitled to the leave entitlements and conditions set out in Part G of this Agreement, except where a clause expressly provides otherwise.

33.0 ANNUAL LEAVE

33.1 Entitlement

An Employee is entitled to four weeks' annual leave per year of service.

33.2 Accrual

- (a) Annual leave accrues progressively (on a fortnightly basis) during each year of service. Untaken annual leave will accumulate from one Leave Year (being, for the purposes of this clause 33.0, the period from 16 February in one year to 15 February in the following year) to the next leave year, subject to the requirements of subclauses 33.3, 33.4 and 33.5.

- (b) Annual leave does not accrue during periods of leave without pay and accrues at half the normal rate during any period of leave on half pay.

33.3 Taking of Annual Leave - General

- (a) An Employee and their Supervisor are required to include leave planning in the annual professional development discussion under clause 26.0 (Professional Development).
- (b) Subject to subclauses 33.4 and 33.5, as far as is reasonably practicable, annual leave must be taken by an Employee at a time which is mutually convenient to UNSW and the Employee. Annual leave will normally be taken during the period between the completion of examination duties in one session and the commencement of enrolment or teaching preparation duties for the next session, unless the Employee's Dean or Head of School approves otherwise.

33.4 Taking of All Leave Accrued During a Leave Year

- (a) In this subclause 33.4, **Leave Year's Accrual** means the period of annual leave that accrues to an Employee based on their service during a Leave Year.
- (b) If at 15 November in any year an Employee has not taken or submitted a plan to take their Leave Year's Accrual, the Employee may be directed to take all of their untaken Leave Year's Accrual prior to 15 February, provided that the Employee has been:
 - (i) advised (including via email) that they have not taken and/or applied to take all of their Leave Year's Accrual before 15 February of the following leave year;
 - (ii) advised how much of their Leave Year's Accrual will remain untaken as at 15 February;
 - (iii) asked to submit an application for leave that will exhaust their untaken Leave Year's Accrual by 15 February; and
 - (iv) asked to advise their Head of School (or equivalent) in writing of any dates up until 15 February on which work or personal requirements will require their attendance to duties (for example, the completion of research grant applications, attendance at conferences, research, teaching and marking responsibilities) which cannot practicably be performed at a time other than during this period.
- (c) Seven days after the advice to the Employee consistent with subclauses 33.4(b)(i) to 33.4(b)(iv), UNSW may direct the Employee to take their untaken Leave Year's Accrual prior to 15 February of the year following the year to which the Leave Year's Accrual relates. Such a direction will take into account any work requirements identified in accordance with subclause 33.4(b)(iv) and may include an express written direction being given to the Employee not to perform the nominated work.
- (d) Provided that the steps in subclause 33.4(b) have been taken, the direction referred to in subclause 33.4(c) may be given to all relevant Employees in the form of a general collective direction that all of their untaken Leave Year's Accrual must be taken, commencing from a specified date in the leave year following the year to which the Leave Year's Accrual relates, and that such leave will be deemed to commence, and be taken, in accordance with that direction.
- (e) An Employee who has been directed to take leave from a specified date pursuant to that clause, will be recredited with leave should they be required to perform work, either at the direction of UNSW or as a result of an unforeseen exigency such that it would have been a dereliction of duties of the academic office for the Employee not to have performed the work at that time and that the Employee notified the Supervisor of the need to perform this work at the earliest possible time.

- (f) It is agreed that the requirements in this subclause 33.4 relating to the taking of an Employee's untaken Leave Year's Accrual are reasonable, having regard to the:
 - (i) nature of UNSW's operations and the custom and practice of Employees taking annual leave between academic teaching sessions; and
 - (ii) the flexible work arrangements afforded to Employees covered by this Agreement.

33.5 Directing and Taking of Annual Leave

- (a) In addition to subclause 33.4, UNSW may direct an Employee to take annual leave where the Employee has an accrued entitlement to annual leave of 6 weeks or more, so as to reduce their entitlement to not less than 3 weeks at the conclusion of the period of leave taken.
- (b) Notwithstanding the other provisions of this subclause 33.5, an Employee may accrue annual leave to a maximum of 8 weeks, where the necessary leave applications have already been made and approved in advance of the accrual (e.g. for the purpose of overseas travel), provided that the annual leave that has been applied for will reduce the Employee's annual leave entitlement to not more than one week, or otherwise with the approval of UNSW. UNSW will not unreasonably refuse any such leave application.

33.6 Payment of Annual Leave on Termination

An Employee will be paid for any accrued but untaken annual leave on the termination of their employment.

33.7 Cash Out of 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 33.7(b) above:
 - (i) the Employee will be paid the amount they would have been paid if they had taken a period of annual leave, 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.

33.8 Annual Leave Loading

- (a) An Employee will be entitled to an annual lump sum annual leave loading payment in accordance with this subclause 33.8.
- (b) Annual leave loading is a payment equal to 17.5% of the value of the period of annual leave accrued during the period 1 January to 31 December (calculated on the Annual Base Salary), up to a maximum payment equal to the annual leave loading payable to an Employee at Level A, Step 6 of Schedule 1.
- (c) UNSW will make the payment of annual leave loading for all Employees in the final pay date of December each year.
- (d) An Employee whose employment commences after 1 January in any year will be entitled to a pro-rata annual leave loading payment for the number of completed months of Continuous Service in that year, provided that the maximum payment is in the proportion that such number of months bears to twelve months.
- (e) An Employee whose employment is terminated prior to 31 December in any year will be entitled to a pro-rata annual leave loading payment for the number of completed months of Continuous Service in that year, provided that the maximum payment is in the proportion that such number of months bears to twelve months and is based on a maximum possible payment equal to the annual leave loading payable to an Employee at Level A, Step 6 of Schedule 1.

33.9 Public Holidays

Where a public holiday prescribed in clause 44.0 (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.

33.10 Other 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.

34.0 LONG SERVICE LEAVE

34.1 Entitlement

- (a) On completion of 10 years' Continuous Service, a Full-time Employee is entitled 13 weeks' paid long service leave (or 26 weeks on half 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; and

For clarity, based on subclause 34.1(a)(i) a Full-time Employee will, on completing 15 years' Continuous Service, be entitled to 19.5 weeks paid long service leave (or 39 weeks on half pay), less any accrued long service leave already taken by the Employee.
 - (ii) or 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 service).
- (c) Notwithstanding subclause 34.1(a), 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.

34.2 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.

34.3 Calculation

- (a) Payment for long service leave will be calculated based on the Employee's Annual Base Salary 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 fractional-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 Fractional-time Employee - the Employee's fractional-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 Fractional-time employment, and the Employee's full-time rate will be used to calculate the value of the remaining proportion of the entitlement.

34.4 Recognition of Prior Service

- (a) Subject to subclause 34.4(b), UNSW will recognise the prior service of an Employee with any institute of higher education in Australia, as defined in section 4 of the *Higher Education Act 1975 (NSW)*, if the Employee commenced employment with UNSW on or after 1 June 1988, for the purpose of determining long service leave eligibility (except to the extent that long service leave was paid out by the previous institution). Service with the Universities of the South Pacific or Papua New Guinea, or the Papua New Guinea

Institute of Technology or any recognised University in New Zealand, may also be recognised for determining long service leave eligibility.

- (b) An application for recognition of prior service for long service leave purposes must be made by an Employee in writing to the Chief Human Resources Officer on commencement of work at UNSW.

34.5 Accrual of Long Service Leave Taken at Half-Pay

An Employee can elect to take long service leave at half pay so that the accrued long service leave used is only half the period taken. 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 34.1 above.

34.6 Leave Without Pay

- (a) Leave without pay taken:
 - (i) within the first 10 years of employment at UNSW – does not count as service, other than parental leave taken as a result of an election under subclause 38.4(h) below that becomes unpaid parental leave; and
 - (ii) after completion of ten years of employment at UNSW – will count as service for long service leave purposes, except for where the period of unpaid leave exceeds six months, in which case the whole period of such unpaid leave will not count as service.
- (b) UNSW may count the whole period of leave without pay for long service leave purposes where an Employee takes such leave to engage in other employment and the other employer is willing to pay to UNSW an appropriate percentage of the Employee's salary specifically to cover the employee's accrual of long service leave.

34.7 Personal Leave

An Employee who is ill for one week or more while on long service leave may, on providing UNSW with a medical certificate for the relevant period, have the period of the illness treated as sick leave. The relevant period of leave will be deducted from the Employee's accrued personal leave and the equivalent period of long service leave will be re-credited.

34.8 Public Holidays

- (a) Where a public holiday prescribed in clause 44.0 (Public Holidays) falls during a period on which an Employee is on long service leave:
 - (i) on full-pay - the public holiday will not count as a day of long service leave; or
 - (ii) on half-pay - payment for the public holiday will be made at half pay.

34.9 Application for Long Service Leave

An Employee must submit an application to their Supervisor at least six months in advance of the requested start date for the long service leave. UNSW will approve such an application. Nothing in this clause prevents UNSW and the Employee agreeing to an alternate start date for the long service leave.

34.10 Direction to Take Long Service Leave

- (a) UNSW may direct an Employee who has accrued long service leave of 700 hours or 20 weeks or more to take such leave at a time convenient to UNSW, provided that:
 - (i) the Vice-Chancellor gives the Employee at least 12 months written notice of the date on which leave is to commence;

- (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;
- (iii) the minimum period of the leave to be taken is six weeks; and
- (iv) the Employee has not been directed to take long service leave in the previous two years.

34.11 Payment on Death of Employee

In the event of the death of an Employee, the monetary value of all long service leave for which the Employee was eligible at the time of death will be paid to their legal personal representative, unless otherwise directed by the Employee's estate or law.

35.0 PERSONAL LEAVE

35.1 General

- (a) All Employees, other than Casual Employees, are entitled to paid personal leave:
 - (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) Casual Employees are entitled to two days of unpaid carer's leave in the same circumstances as other Employees and subject to the conditions that apply to the taking of personal leave in subclause 35.3.

35.2 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 33 days of 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.

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.

35.3 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) An Employee who applies for personal leave must provide evidence that would satisfy a reasonable person (e.g. a medical certificate signed by a registered medical practitioner) that the leave is taken for a reason specified in subclause 35.1(a) (as applicable).
- (c) 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 Fractional-time Employee).
- (d) If all accessible leave for the purpose of carer's leave is exhausted, an Employee may, with the approval of the Chief Human Resources Officer, take any accrued entitlement to annual leave or long service leave or take leave without pay to cover the absence.

35.4 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.

36.0 COMPASSIONATE LEAVE

- (a) An Employee is 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 36.0(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 36.0(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.

37.0 FAMILY AND DOMESTIC VIOLENCE LEAVE

- (a) In this clause 37.0, the following terms have the following meanings:

	Term	Meaning
(i)	close relative	A member of the Employee's immediate family (including 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: • seeks to coerce or control the employee; and • causes the employee harm or to be fearful.
(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 Fractional-time Employees and eligible Casual Employees.
- (d) To support Employees experiencing domestic violence, UNSW will provide Employees (other than Casual Employees) with access to 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 35.0 (Personal Leave) or witness leave under subclause 41.2, if those clauses apply to the specific circumstances.

38.0 PARENTAL LEAVE

38.1 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 38.2; and
 - (ii) Casual Employees – are set out in subclause 38.8.
- (d) The additional conditions in subclause 38.4 apply to all Employees.

38.2 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	
Paid Leave Entitlement:	• Commencement of employment up to 5 years of Continuous Service = 26 weeks (full pay) • 5 years or more of Continuous Service = 36 weeks (full pay)
Timeframe:	52 weeks in total Commencement date may be up to 20 weeks prior to expected date of delivery
Conditions:	
• Taken by the birth parent but can be shared if both parents work at UNSW. • By agreement with UNSW may be taken in more than one consolidated period. • Some or all of the leave may be taken at half pay (up to maximum of 52 weeks). • Annual leave accrues during paid parental leave on proportional basis of the full-time entitlement where birth parent leave is taken at half pay. • If a Full-time Employee has converted to fractional-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. • In addition, an Employee may apply to UNSW for additional unpaid leave.	

Table B: Primary Carer Leave	
Paid Leave	• Commencement of employment up to 5 years of Continuous Service =

Entitlement:	26 weeks (full pay) • 5 years or more of Continuous Service = 36 weeks (full pay) • The paid leave entitlement will be reduced by any other paid parental leave entitlement taken by the Employee under this subclause 38.2 and by any paid parental leave (or similar) leave entitlement taken by the Employee's partner and/ or any other parent of the child.
Timeframe:	From the date of birth of the child, subject to eligibility, and up to 52 weeks after the birth.
Conditions:	
• The Employee must be in paid employment with UNSW or on paid leave from UNSW immediately prior to taking the leave. • 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. • In addition, the Employee's partner and/or other parent of the child must be: • 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 their nominee) or unpaid leave (other than partner leave in relation to the child); or • enrolled with an officially recognised education provider and studying on a full-time basis; or • otherwise unable to be the primary carer of the child. • 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. • Primary carer leave must be taken in one consolidated period unless otherwise approved by UNSW. • Some or all of the leave may be taken at half pay (up to maximum of 52 weeks after the birth). • 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.	

Table C: Adoption Leave – child under 5 years	
Paid Leave Entitlement:	• Commencement of employment up to 5 years of Continuous Service = 26 weeks (full pay) • 5 years or more of Continuous Service = 36 weeks (full pay)
Timeframe:	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.
Conditions:	
• 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.	

- Some or all of the leave may be taken at half pay (up to maximum of 52 weeks).
- Annual leave accrues during paid parental leave on a proportional basis of the full-time entitlement where paid parental leave is taken at half pay.
- In addition, an Employee may apply to UNSW for additional unpaid leave.
- Can be shared if both parents work at UNSW.

Table D: Adoption Leave – child 5 years or over

Paid Leave Entitlement:	• 2 weeks (full pay); or • 4 weeks (half pay).
Timeframe:	52 weeks unpaid leave minus any paid leave entitlement.
Conditions:	
By agreement with UNSW, such leave may be taken in more than one consolidated period.	

Table E: Foster Parent Leave

Paid Leave Entitlement:	• 3 weeks (full pay) (for child under 5 years) • 2 weeks (full pay) (for child 5 years and over)
Timeframe:	52 weeks unpaid leave minus any period of paid leave and can be taken from the time that a foster child enters the Employee's care on a long term placement
Conditions:	
Nil.	

Table F: Partner (including same sex partner) Leave

Paid Leave Entitlement:	2 weeks (full pay)
Timeframe:	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.
Conditions:	
• 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 • In addition, an Employee may apply to UNSW for additional unpaid leave	

Table G: Grandparent Leave

Paid Leave Entitlement:	2 weeks (full pay) in any two year period
--------------------------------	---

Timeframe:	From the date of birth and up to 3 months after the birth
Conditions:	
• 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 • Leave may be taken in one or more consolidated period • An Employee may apply to take additional leave in the form of paid annual leave or long service leave or unpaid leave	

38.3 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 38.3(b) and 38.3(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 38.2 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.

38.4 General Conditions that apply to Parental Leave

- (a) Unless it is impracticable, an Employee will provide their Supervisor with at least ten 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) 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.
- (c) An Employee may elect to cover any of the period of unpaid parental leave by taking accrued annual leave and/or long service leave.
- (d) An Employee who has taken birth parent leave will not be eligible for partner leave in respect of the same child.
- (e) If both parents are employed by UNSW:
 - (i) an 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-gender 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.
- (f) 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 subclauses 38.1, 38.2 or 38.3, 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.

- (g) 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.
- (h) If requested by an Employee, any paid portion of parental leave may be paid as a lump sum (except primary carer leave).
- (i) 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).
- (j) 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.
- (k) UNSW will consider a request from a continuing or Fixed-term Employee, to count a period of casual employment with UNSW as service for the purposes of determining any paid parental leave entitlement under subclause 38.2, 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.

38.5 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 38.5(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 Annual Base Salary. The Employee will return to duty at the completion of this period unless an earlier date is agreed between the Employee and UNSW.
- (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 Annual Base Salary. 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 Annual Base Salary, less any period of partner leave already taken.

- (e) In addition to the paid leave entitlements provided for in subclauses 38.5(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 subclause 38.5.

38.6 Resumption of duty

- (a) An Employee (other than Casual Employee) on parental leave will be consulted in accordance with clause 19.0 (Managing Change in the Workplace) concerning any major workplace change affecting the position they held before commencing parental leave.
- (b) On finishing parental leave, an Employee is entitled to resume work in the position they 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 Fractional-time basis because of the pregnancy, the relevant position is the position held immediately before the Employee began working Fractional-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.
- (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 20.0 (Redeployment and Redundancy Provisions).
- (d) An Employee may negotiate with UNSW to return to work from a period of parental leave earlier than the date originally approved.

38.7 Return to Work on a Fractional-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 fractional-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 fractional-time basis:
 - (i) must be made at least eight weeks prior to the completion of the parental leave; and
 - (ii) will be given genuine consideration by UNSW and 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 fractional-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 fractional-time employment.
- (d) At the conclusion of any period of defined fractional-time employment, the 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 38.6(c) will apply.
- (e) This subclause 38.7 will be read in conjunction with clause 45.0 (Flexible Work Arrangements) in a way that is beneficial to the Employee to best support flexibility on return from parental leave.

38.8 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.

38.9 Support for Parents Returning to Work after Parental Leave

The parties recognise the importance of providing support for Employees with young children and note initiatives introduced by UNSW policy in this area such as the establishment of the Career Advancement Fund to provide grants to Employees returning from birth parent leave to assist them in re-establishing their research profiles.

39.0 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.

40.0 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 for the purpose of observing holy days or attend essential religious or cultural duties associated with a particular religious faith or culture.

41.0 JURY LEAVE AND WITNESS LEAVE

41.1 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.

41.2 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 in the FWC, 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.

42.0 DEFENCE FORCES LEAVE

42.1 Amount of Leave

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

Service	Annual Training	School, class or course of instruction
Navy	13 calendar days	13 calendar days
Army	14 calendar days	14 calendar days
Air Force	16 calendar days	16 calendar days

42.2 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 subclause 42.2(a) where UNSW is reimbursed for the Employee's absence through a scheme funded by the Commonwealth Government.

42.3 Refusal of Leave

Subject to applicable laws, UNSW may refuse an application for leave under this clause 42.0 if it would be inconvenient to the work unit to grant the leave requested.

43.0 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 (transition) 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 43.0 prevents the Employee from taking accrued personal leave in circumstances where they meet the criteria to take that leave.
- (g) If an Employee has used all of their paid Gender Affirmation Leave, 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.

44.0 PUBLIC HOLIDAYS

44.1 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 Year's 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 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.

44.2 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 Date; 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
- (c) on the agreed Alternate day the Employee will be paid for their absence at their Full Rate of Pay for that day (where they have the day off). This subclause 44.2 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 H – OTHER ITEMS

45.0 FLEXIBLE WORK ARRANGEMENTS

- (a) An Employee may make a written request for a flexible work arrangement.
- (b) A flexible work arrangement may include:
 - (i) flexible working hours;
 - (ii) fractional-time work;
 - (iii) job-sharing; and/or
 - (iv) changes to start and/or finish times.
- (c) The Employee's written request for flexible work arrangement/s 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.
- (d) A request for a flexible work arrangement is subject to the approval of UNSW and may be refused only on reasonable business grounds.
- (e) If UNSW determines that a flexible work arrangement must cease, it will provide the employee with reasonable notice.
- (f) 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.
- (g) Nothing in this clause prevents an ad hoc and/or informal flexible work arrangement being agreed between an Employee and UNSW.

46.0 INDIVIDUAL FLEXIBILITY ARRANGEMENT

- (a) UNSW and an Employee may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement to the extent provided for under the Act.
- (b) The terms and conditions that apply to making an individual flexibility arrangement are set out at Schedule 5.

47.0 UNION RIGHTS

- (a) An Employee who has been appointed as a union representative for the NTEU will be allowed reasonable paid time, and will 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 NTEU bargaining representatives will be allowed reasonable paid time off duty to prepare for and participate in bargaining.
- (c) The appointed representatives of the NTEU 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) An NTEU meeting should be held during meal breaks or other work breaks, and may only be held during working hours if agreed, in writing, between the NTEU and the Director, Workplace Relations. This clause 47.0 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 the NTEU.
- (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 an NTEU representative will be provided with reasonable use of their UNSW email account, and UNSW meeting rooms, for the purpose of NTEU matters.
- (h) The parties to the Agreement acknowledge that the purpose of this clause 47.0 is to benefit UNSW's Employees by facilitating the provision of effective and accessible industrial representation.
- (i) The NTEU may nominate up to 5 Employees per annum to attend a single day of training in relation to the functions those Employees fulfil on the Review Committees referred to in clauses 20.0 (Redeployment and Redundancy Provisions) and 29.0 (Disciplinary Action).

48.0 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 research.
- (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) 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 NTEU on request.
 - (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 NTEU;
 - (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 NTEU 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) 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.
- (f) Aboriginal and Torres Strait Islander Employees 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,
- and where an Employee agrees to undertake these additional duties, sub-clause 23.3(l) will apply.
- (g) Any of the cultural duties specified in either subclause 48.0(f) 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.

49.0 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 NTEU up to twice a year, on request, about improving gender equity within UNSW and advancing the above objectives.

50.0 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.

51.0 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.

52.0 WORK HEALTH AND SAFETY

- (a) UNSW will facilitate a meeting with the NTEU 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.

53.0 DISCONNECTING FROM THE WORKPLACE

- (a) UNSW recognises that Employees have ordinary or regular working hours arranged

around their teaching, research and other work. 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;
- (ii) in the case of genuine emergency or unforeseen circumstances, such as where there is a serious or imminent risk to other employees, to students or to UNSW property; or
- (iii) where the nature or seniority of the Employee's position warrants it.

PART I – SCHEDULES

SCHEDULE 1 ANNUAL BASE SALARY FOR FULL-TIME EMPLOYEES

LEVEL	STEP	Rate applicable from the first full pay period on or after:			
		Date Agreement commences operation	1-Jul-24	1-Jul-25	1-Jul-26
LEVEL A (ASSOCIATE LECTURER)	1	85,305	88,290	91,381	95,036
	2	89,815	92,958	96,212	100,060
	3	94,371	97,674	101,092	105,136
	4	98,930	102,392	105,976	110,215
	5	102,636	106,228	109,946	114,344
	6*	106,337	110,059	113,911	118,467
	7	110,040	113,891	117,877	122,592
	8	113,737	117,718	121,838	126,711
LEVEL B (LECTURER)	1	119,440	123,620	127,947	133,065
	2	123,709	128,039	132,521	137,821
	3	127,977	132,456	137,092	142,576
	4	132,256	136,885	141,676	147,343
	5	136,527	141,305	146,251	152,101
	6	140,802	145,730	150,830	156,864
LEVEL C (SENIOR LECTURER)	1	145,071	150,148	155,403	161,619
	2	149,343	154,570	159,980	166,380
	3	153,614	158,990	164,555	171,137
	4	157,889	163,415	169,135	175,900
	5	162,159	167,834	173,708	180,657
	6	166,436	172,261	178,290	185,422
LEVEL D (ASSOCIATE PROFESSOR)	1	173,556	179,630	185,917	193,354
	2	179,247	185,521	192,014	199,695
	3	184,942	191,415	198,115	206,040
	4	190,640	197,312	204,218	212,387
LEVEL E (PROFESSOR)	1	221,974	229,743	237,784	247,295

*minimum payment for an Employee who holds or gains a relevant doctoral qualification; or is **required** to carry out “full subject co-ordination” activities; or is required to prepare and deliver lectures on a regular basis; or is required to develop subject material.

“Full subject co-ordination” means when either one person is solely responsible for organising the teaching of a subject on a continuing basis, or when a person cooperating with others in a subject is personally responsible for organising the work of one or more other employees on a continuing basis.

SCHEDULE 2 CASUAL ACADEMIC SALARY RATES

The hourly rates payable to Casual Employees as set out in this Schedule were calculated in accordance with the following formula:

$$\frac{(\text{Annual Base Salary})}{52 \text{ weeks} \times 37.5 \text{ hours}} \times (1 \text{ hour} + \text{specified AWT}) \times 1.25$$

For the purpose of the above:

- ***Annual Base Salary*** means the Annual Base Salary specified in Schedule 1 for the reference salary Level and Step specified for each Activity in the following table.
- ***AWT*** means the Associated Working Time (if applicable) for each activity as specified in the following table.
- ***Casual Loading*** multiplying by 1.25 in the above equation results in the application of the 25% casual loading specified in clause 18.6(b).

Class	Activity	Level & Step	Included Associated Working Time (AWT)	Description	Rate applicable from the first full pay period on or after:			
					Date Agreement commences operation	1-Jul-24	1-Jul-25	1-Jul-26
Primary Form of Education Delivery The following minimum rates of pay apply to: - Lectures, - Seminars where the Seminar is the primary form of education delivery; and - Clinical Sessions in the Faculty of Medicine, and are payable for every one hour of student contact time.	Standard Lecture Rate	Level B, Step 2	2	The normal rate for a Lecture or Seminar which is the primary form of education delivery which consists of up to 1 hour of student contact time and 2 hours of Associated Working Time.	237.9030	246.2295	254.8474	265.0410
	Lecture Rate involving 3 hours of AWT	Level B, Step 2	3	This rate is paid for a Lecture or Seminar which is the primary form of education delivery which consists of up to 1 hour of student contact time and includes compensation for up to 3 hours of Associated Working Time.	317.2040	328.3060	339.7965	353.3880
	Lecture Rate involving 4 hours of AWT	Level B, Step 2	4	This rate is paid for a Lecture or Seminar which is the primary form of education delivery which consists of up to 1 hour of student contact time and includes compensation for up to 4 hours of Associated Working Time.	396.5050	410.3825	424.7456	441.7350
	Special Expertise Lecture Rate	Level B, Step 2	3	This rate is paid where a Lecture or Seminar which is the primary form of education delivery is given by a Guest with Special Expertise in their relevant field which consists of up to 1 hour of student contact time and 3 hours of Associated Working Time.	317.2040	328.3060	339.7965	353.3880

	Planning and Development Rate	Level B, Step 2	3	This rate is paid where a Lecture or Seminar which is the primary form of education delivery is given where significant responsibility for planning and developing a unit or a large part of a unit is also required which consists of up to 1 hour of student contact time and 3 hours of Associated Working Time.	317.2040	328.3060	339.7965	353.3880
	Rate for a Standard Lecture given by a Distinguished Person	Level B, Step 2	4	This rate is paid for a Lecture or Seminar which is the primary form of education delivery given by a distinguished person which consists of up to 1 hour of student contact time and 4 hours of Associated Working Time.	396.5050	410.3825	424.7456	441.7350
	Repeat Lecture Rate	Level B, Step 2	1	Paid for a 'repeat' Lecture or Seminar which is the primary form of education delivery, covering the subject matter of a Lecture or Seminar given within a period of 7 days to another group of students which consists of up to 1 hour of student contact time and includes compensation for 1 hour Associated Working Time.	158.6020	164.1530	169.8983	176.694
	Clinical Sessions Rate (Faculty of Medicine)	Level B, Step 2	0	This rate is paid for each hour of delivery.	237.903	246.2295	254.8474	265.041
Secondary or Supplementary Form of Education Delivery – Tutorials and Seminars <u>Supplementary to a Lecture</u> The following minimum	Tutorial Rate	Level A, Step 2	2	This rate is paid for a Tutorial or Seminar which is supplementary to a primary form of education delivery which consists of up to 1 hour of student contact time and includes compensation for up to 2 hours of Associated Working Time.	172.7209	178.7663	185.0231	192.4238

rates of pay apply to: - Tutorials; or - Seminars where the Seminar is supplementary to a Lecture, and are payable for every one hour of student contact time.	Repeat Tutorial Rate	Level A, Step 2	1	This rate is the Repeat Rate of Pay applicable to a “repeat” Tutorial or Seminar which is supplementary to a primary form of education delivery, being a Tutorial or Seminar that is delivered by the Casual Employee that is the same, or covers substantially the same subject matter, as a Tutorial or Seminar delivered by that Casual Employee within the prior 7 days. The Repeat Rate of Pay is paid for a Repeat Tutorial or Seminar consisting of 1 hour of student contact time and includes compensation for up to 1 hour of Associated Working Time.	115.1473	119.1775	123.3488	128.2825
	PHD Tutorial Rate	Level A, Step 6	2	The rate is paid for a Tutorial or Seminar which is supplementary to a primary form of education delivery delivered by a Casual Employee who holds a relevant doctoral qualification which consists of 1 hour of student contact time and includes compensation for up to 2 hours of Associated Working Time.	204.4946	211.6519	219.0596	227.8219

	PHD Repeat Tutorial Rate	Level A, Step 6	1	This rate is the Repeat Rate of Pay applicable to a "repeat" Tutorial or Seminar which is supplementary to a primary form of education delivery, being a Tutorial or Seminar that is delivered by the Casual Employee that is the same, or covers substantially the same subject matter, as a Tutorial or Seminar delivered by that Casual Employee within the prior 7 days. The Repeat Rate of Pay is paid for a Repeat Tutorial or Seminar delivered by a Casual Employee who holds a relevant doctoral qualification which consists of 1 hour student contact time and includes compensation for 1 hour of Associated Working Time.	136.3298	141.1013	146.0398	151.8813
Practical Classes including studios The following minimum rates of pay apply to Practical Classes, including studios and are payable for every one hour of student contact time. <u>Note:</u> Any time required to be undertaken by a Casual Employee for the purposes of preparation will be paid for at the relevant Other Duties rate.	Practical Class Rate	Level A, Step 2	0	This Other Duties rate is paid for a Practical Class.	57.5736	59.5888	61.6744	64.1413
	PHD /Full Subject Coordination Practical Class Rate	Level A, Step 6	0	This Other Duties rate is paid for a Practical Class delivered by a Casual Employee with a relevant doctoral qualification or in circumstances where full subject coordination duties are required as part of normal duties.	68.1649	70.5506	73.0199	75.9406

Marking and Music Accompanying with Special Education Service The following minimum rates apply to: (i) Marking; and (ii) Music Accompanying with special education service.	Routine Marking Rate	Level A, Step 2	0	This rate is paid for each hour of Marking required to be undertaken by a Casual Employee (unless another Marking rate set out in this Schedule below applies).	57.5736	59.5888	61.6744	64.1413
	Significant Academic Judgement Marking Rate	Level B, Step 2	0	This rate is paid for each hour of Marking required to be undertaken by a Casual Employee where the Casual Employee is required to exercise significant academic judgment to the same extent as is required of an Employee at Level B, or as a supervising examiner.	79.301	82.0765	84.9491	88.347
	PHD Routine Marking Rate	Level A, Step 6	0	This rate is paid for each hour of Marking required to be undertaken by a Casual Employee with a relevant doctoral qualification.	68.1649	70.5506	73.0199	75.9406
	Music Accompanying	Level A, Step 2	1	This rate is paid for each hour of Music Accompanying and includes compensation for 1 hour of Associated Working Time.	115.1473	119.1775	123.3488	128.2825
	PHD / Full Subject Coordination Music Accompanying	Level A, Step 6	1	This rate is paid for each hour of Music Accompanying with special education services required to be undertaken by a Casual Employee with a relevant doctoral qualification or in circumstances where full subject coordination duties are required as part of normal duties and includes compensation for 1 hour of Associated Working Time.	136.3298	141.1013	146.0398	151.8813
Other Duties The following minimum rates of pay apply to all other work that a Casual Employee is required to perform for	Standard Rate	Level A, Step 2	0	This rate is paid for all other work that a Casual Employee is required to perform for UNSW unless the rates in subclauses 59.2 or 59.3 below apply.	57.5736	59.5888	61.6744	64.1413

UNSW (i.e. work other than that to which Parts 2 to 5 of this Schedule apply.	PHD Rate / Full Subject Coordination	Level A, Step 6	0	This rate is paid for all other work that a Casual Employee with a relevant doctoral qualification is required to perform for UNSW. The rate is also applied in circumstances where full subject coordination duties are required as part of normal duties.	68.1649	70.5506	73.0199	75.9406
---	--------------------------------------	-----------------	---	---	---------	---------	---------	---------

SCHEDULE 3

DUTIES AND RESPONSIBILITIES OF ACADEMIC STAFF AT UNSW

- (a) The UNSW Position Classification Standards in this Schedule describe the broad categories of responsibilities associated with Continuing and Fixed-term Employment at different levels. The standards are not exhaustive of all tasks in academic employment, which is by its nature multi-skilled and involves an overlap of duties between levels.
- (b) The appointment or promotion of a Continuing or Fixed-term Employee to a particular level does not prohibit UNSW from requiring that Employee to undertake duties associated with a lower level provided those duties are commensurate with, and appropriate to, the skills and qualification of the Employee.
- (c) Employees employed to do both teaching and research can expect to make a contribution to a diversity of functions within UNSW. Such functions include teaching and teaching related activity, research, social engagement and leadership, participation in professional activities and participation in the academic planning and the governance of UNSW. The balance of the functions will vary according to level and position over time. All teaching and research Employees will be provided with the opportunity to undertake the full range of academic duties commensurate with the classification level to which they have been appointed. It is recognised that at a given point in an academic career, an Employee may agree with their supervisor to perform a predominantly education focussed or research focussed role for a defined period due to the performance strengths or preferences of the Employee. In entering into any such agreement with an early career academic, UNSW will take into account the need for that Employee to establish a research profile.
- (d) A research only employee will be appointed at a level at least consistent with the “Guidelines for Appointment of Academic Research Staff” which were in place on the day before the commencement of the Agreement.
- (e) Where a dispute arises as to the appropriate duties of an Employee, it will be dealt with in accordance with clause 9.0 (Dispute Resolution Procedures). Should it prove to be the case that the Employee has been performing duties at a higher classification, the remedies will be specifically limited to:
 - (i) payment of an allowance calculated to adjust the salary of the Employee to at least the minimum point on the next highest scale, but no more than the salary of the person whose duties are taken over for the relevant period in which the Employee was performing the duties; or
 - (ii) removing the higher level duties from the Employee,
provided that UNSW may decide that promotion of the Employee to a higher level is an appropriate remedy.

SCHEDULE 4

UNSW POSITION CLASSIFICATION STANDARDS

Level A (Associate Lecturer)

General Standard

A Level A academic is expected to make contributions to the teaching effort of the institution, particularly at undergraduate and graduate diploma level and to carry out activities to develop their scholarly, research and/or professional expertise relevant to the profession or discipline.

Specific Duties

Specific duties required of a Level A academic may include:

- The conduct of tutorials, practical classes, demonstrations, workshops, student field excursions, clinical sessions and/or studio sessions.
- The preparation and delivery of lectures and seminars provided that skills and experience demonstrate this capacity.
- The conduct of research.
- Involvement in professional activity.
- Consultation with students.
- Marking and assessment primarily connected with subjects in which the academic teaches.
- Production of teaching materials for students for whom the academic has responsibility.
- Development of subject material with appropriate guidance from the subject or course coordinator.
- Limited administrative functions primarily connected with subjects in which the academic teaches including supervising the work of casual academics and ensuring they are engaged to perform work in accordance with this Agreement and UNSW policies and procedures.
- Acting as subject coordinators provided that skills and experience demonstrate this capacity.
- Attendance at departmental and/or faculty meetings and/or membership of a limited number of
- Committees.

A Level A academic will not be required to teach primarily in subjects which are offered only at Masters level or above.

A Level A academic will work with support and direction from academics classified at Level B and above and with an increasing degree of autonomy as the academic gains in skill and experience.

The most complex levels of subject coordination must not be carried out by a Level A academic.

Skill Base

A Level A academic will normally have completed four years of tertiary study in the relevant discipline and/or have equivalent qualifications and/or professional experience. In many cases a position at this level will require an honours degree or higher qualifications, an extended professional degree, or a three-year degree with a postgraduate diploma. In determining experience relative to qualifications, regard is had to teaching experience, experience in research, experience outside tertiary education, creative achievement, professional contributions and/or contributions to technical achievement.

Level B (Lecturer)

General Standard

A Level B academic is expected to make contributions to the teaching effort of the institution and to carry out activities to maintain and develop their scholarly, research and/or professional activities relevant to the profession or discipline.

Specific Duties

Specific duties required of a Level B academic may include:

- The conduct of tutorials, practical classes, demonstrations, workshops, student field excursions, clinical sessions and studio sessions.
- Initiation and development of subject material.
- Acting as subject coordinators.
- The preparation and delivery of lectures or seminars.
- Supervision of the program of study of honours students or of postgraduate students engaged in course work.
- Supervision of major honours or postgraduate research projects.
- The conduct of research.
- Involvement in professional activity.
- Commercialisation of research or other UNSW activities.
- Development of course material with appropriate advice from and support of more senior academics.
- Marking and assessment.
- Consultation with students.
- A range of administrative functions the majority of which are connected with the subjects in which the academic teaches including supervising the work of casual academics and ensuring they are engaged to perform work in accordance with this Agreement and UNSW policies and procedures.
- Attendance at departmental and/or faculty meetings and/or membership of a number of committees.

Skill Base

A Level B academic will have qualifications and/or experience recognised by the institution as appropriate for the relevant discipline area. In many cases a position at this level will require a doctoral or masters qualification or equivalent accreditation and standing. In determining experience relative to qualifications, regard is had to teaching experience, experience in research, experience outside tertiary education, creative achievement, professional contributions and/or to technical achievement.

Level C (Senior Lecturer)

General Standard

A Level C academic is expected to make significant contributions to the teaching effort of a department, school, faculty or other organisational unit or an interdisciplinary area. An academic at this level is also expected to play a major role in scholarship, research and/or professional activities.

Specific Duties

Specific duties required of a Level C academic may include:

- The conduct of tutorials, practical classes, demonstrations, workshops, student field excursions, clinical sessions and studio sessions.
- Initiation and development of course material.
- Course coordination including supervising the work of casual academics and ensuring they are engaged to perform work in accordance with this Agreement and UNSW policies and procedures.
- The preparation and delivery of lectures and seminars.
- Supervision of major honours or postgraduate research projects.
- Supervision of the program of study of honours students and of postgraduate students engaged in course work.
- The conduct of research.
- Significant role in research projects including, where appropriate, leadership of a research team.
- Involvement in professional activity.
- Commercialisation of research or other UNSW activities.
- Consultation with students.
- Broad administrative functions.
- Marking and assessment.
- Attendance at departmental and/or faculty meetings and a major role in planning or committee work.

Skill Base

A Level C academic will normally have advanced qualifications and/or recognised significant experience in the relevant discipline area. A position at this level will normally require a doctoral qualification or equivalent accreditation and standing. In determining experience relative to qualifications, regard will be had to teaching experience, experience in research, experience outside tertiary education, creative achievement, professional contributions and/or to technical achievement. In addition, a position at this level will normally require a record of demonstrable scholarly and professional achievement in the relevant discipline area.

Level D (Associate Professor)

General Standard

A Level D academic is expected to make a significant contribution to all activities of the organisational unit or interdisciplinary area and play a significant role within their profession or discipline. Academics at this level may be appointed in recognition of distinction in their disciplinary area.

Specific Duties

Specific duties required of a Level D academic may include:

- The conduct of tutorials, practical classes, demonstrations, workshops, student field excursions, clinical sessions and studio sessions.
- The development of and responsibility for curriculum/programs of study.
- Course coordination including supervising the work of casual academics and ensuring they are engaged to perform work in accordance with this Agreement and UNSW policies and procedures.
- The preparation and delivery of lectures and seminars.
- Supervision of major honours or postgraduate research projects.
- Supervision of the program of study of honours students and of postgraduate students engaged in course work.
- The conduct of research, including, where appropriate, leadership of a large research team.
- Significant contribution to the profession, and/or discipline.
- Commercialisation of research and other entrepreneurial activities.
- High level administrative functions.
- Consultation with students.
- Marking and assessment.
- Attendance at departmental and faculty meetings.

Skill Base

A Level D academic will normally have the same skill base as a Level C academic. In addition there is a requirement for academic excellence which may be evidenced by an outstanding contribution to teaching and/or research and/or the profession.

Level E (Professor)

General Standard

A Level E academic is expected to exercise a special responsibility in providing leadership and in fostering excellence in research, teaching, professional activities and policy development in the academic discipline within the department or other comparable organisational unit, within the institution and within the community, both scholarly and general.

Specific Duties

Specific duties required of a Level E academic may include:

- Provision of a continuing high level of personal commitment to, and achievement in, a particular scholarly area.
- The conduct of research.
- Commercialisation of research and other entrepreneurial activities.
- Fostering the research of other groups and individuals within the department or other comparable organisational unit and within the discipline and within related disciplines.
- Development of research policy.
- Supervision of the program of study of honours students or of postgraduate students engaged in course work.
- Supervision of major honours or postgraduate research projects.
- Making a distinguished personal contribution to teaching at all levels.
- The conduct of tutorials, practical classes, demonstrations, workshops, student field excursions, clinical sessions and studio sessions.
- The preparation and delivery of lectures and seminars.
- Course coordination including supervising the work of Casual Employees and ensuring they are engaged to perform work in accordance with this Agreement and UNSW policies and procedures
- Consultation with students.
- Marking and assessment.
- Playing an active role in the maintenance of academic standards and in the development of educational policy and of curriculum areas within the discipline.
- Developing policy and being involved in administrative matters within the department or other comparable organisational unit and within the institution.
- Participating in and providing leadership in community affairs, particularly those related to the discipline, in professional, commercial and industrial sectors where appropriate.

Skill Base

A Level E academic will have the same skill base as a Level D academic but will be recognised as a leading authority in the relevant discipline area.

SCHEDULE 5 INDIVIDUAL FLEXIBILITY ARRANGEMENT

- (a) 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:
- (i) any of the following matters:
 - to adjust the rate at which long service leave is paid as set out in clause 34.0 (Long Service Leave) with an equivalent adjustment to lengthen the relevant leave entitlement; and
 - to adjust the rate at which maternity leave is paid as set out in clause 38.0 (Parental Leave) with an equivalent adjustment to lengthen the relevant leave entitlement; and
 - to adjust the rate at which annual leave is paid as set out in clause 33.0 (Annual Leave) with an equivalent adjustment to lengthen the relevant leave entitlement or in the case of an Employee with more than two times the accrual specified in clause 33.0 an equivalent adjustment to reduce the relevant leave entitlement.
 - (ii) the arrangement meets the genuine needs of UNSW and the Employee in relation to one or more of the matters mentioned in paragraph (a) above; and
 - (ii) the arrangement is genuinely agreed to by UNSW and the Employee.
- (b) UNSW must ensure that the terms of the individual flexibility arrangement:
- (i) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - (i) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - (ii) result in the Employee being better off overall than the Employee would be if no arrangement was made.
- (c) UNSW must ensure that the individual flexibility arrangement:
- (i) is in writing; and
 - (i) includes the names of UNSW and the Employee; and
 - (ii) 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
 - (iii) includes details of:
 - the terms of the Agreement that will be varied by the arrangement; and
 - how the arrangement will vary the effect of the terms; and
 - how the Employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
 - (iv) states the day on which the arrangement commences.
- (d) UNSW must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (e) UNSW or the Employee may terminate the individual flexibility arrangement:
- (i) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (i) if UNSW and the Employee agree in writing - at any time.

PART J – SIGNATURES

Signed for on behalf of UNSW:



Attila Brungs

Vice Chancellor

Chancellery Building

UNSW SYDNEY NSW 2052

Signed for on behalf of the NTEU (bargaining representative for the Agreement):



Damien Cahill

General Secretary

1st floor, 120 Clarendon St

Southbank VIC 3006



UNSW
SYDNEY

IN THE FAIR WORK COMMISSION

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

Matter number:

AG2023/3047

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 (Academic 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 a Casual Employee is required to attend work at the University of New South Wales, the Casual Employee will receive a minimum payment of 1 ½ hours at the Other Duties Standard rate. This minimum payment may be absorbed by any other payment made to the Casual Employee in respect of the work performed during the attendance or engagement.

Date signed:	1 st 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:	