



**UNIVERSITY OF TASMANIA  
GENERAL STAFF AGREEMENT  
2006 – 2008**

**[OPERATIVE FROM LODGEMENT WITH OFFICE OF THE EMPLOYMENT ADVOCATE  
ON 14 AUGUST 2006]**

# PART A

## ADMINISTRATIVE ARRANGEMENTS

### 1. TITLE

This Agreement shall be known as the “University of Tasmania General Staff Agreement 2006-2008”.

### 2. ARRANGEMENT

SUBJECT MATTER	CLAUSE NO	PAGE No
Access to Personal File	53	45
<b>ADMINISTRATIVE ARRANGEMENTS</b>	<b>Part A</b>	<b>1</b>
Allowances	14	11
Annual Leave	39	32
Arrangement	2	1
Australian Workplace Agreements (“AWAs”)	8	5
Awards and Agreements Superseded	7	4
Bereavement Leave	45	41
Carer’s Leave	44	40
Casual Employment	19	17
<b>CLASSIFICATIONS AND PAYMENTS</b>	<b>Part B</b>	<b>6</b>
Classification and Salary Structure	9	6
Compensation for Loss or Damage to Personal Property	51	44
Consultation With Staff	6	4
Contract of Employment	21	21
Definitions	5	3
Disciplinary Procedures	26	25
<b>EMPLOYMENT ARRANGEMENTS</b>	<b>Part C</b>	<b>13</b>
Employment of Aboriginal and Torres Strait Islander Staff	33	28
Excessive Workloads	24	23
Farm Hands, Shed Hands and Pieceworkers	49	44
Fixed-term Employment	18	14
Higher Duties Allowance	13	11
<b>HOURS OF WORK</b>	<b>Part D</b>	<b>31</b>
Hours of Work	37	31
Human Resources Manual	52	45
Incremental Progression	12	10
<b>LEAVE PROVISIONS</b>	<b>Part E</b>	<b>32</b>
Long Service Leave	40	34
Managing Change in the Workplace	25	24
Meal and Rest Breaks	38	31
Method of Payment	15	12
<b>MISCELLANEOUS</b>	<b>Part F</b>	<b>44</b>
Modes of Employment and Employment Flexibility	17	13
Notice of Resignation	31	28
Operation of the Agreement	4	2
Other Leave	47	42
Parental Leave	42	37

Performance Management	35	29
Position Descriptions and Position Redesign	22	22
Probation	20	20
Problem-solving, Grievance and Dispute Settling Procedure	36	29
Protective Clothing and Equipment	50	44
Public Holidays	41	36
Reclassification Claims	23	22
Recoveries of Moneys Owed by Employees	16	12
Recruitment and Selection of Employees	32	28
Residential Pastoral Care Staff	48	44
Salary Sacrifice Options	10	8
Scope of Agreement and Parties and Persons Bound	3	2
Sick Leave	43	38
Special Leave With and Without Pay	46	42
Staff Access to This Agreement	54	46
Staff Development	34	29
Superannuation	11	9
Termination by the University	27	26
Termination on the Basis of Ill-Health	28	26
Termination on the Basis of Redundancy	29	27
Title	1	1
Transmission of Business	30	27

### **3. SCOPE OF AGREEMENT AND PARTIES AND PERSONS BOUND**

**3.1** This Agreement applies to all general staff employed by the University of Tasmania, with the exception of:

- (i) persons employed at the University's Child Care Centres; and
- (ii) employees holding senior management appointments graded higher than HEO Level 10.

**3.2** This Agreement is binding upon:

- (i) the University;
- (ii) all general staff employees covered by this Agreement; and
- (iii) the Unions.

### **4. OPERATION OF THE AGREEMENT**

**4.1** This Agreement will operate from the date of its certification until 30 June 2008 inclusive, and no extra claims shall be made by the parties to the Agreement during this time.

**4.2** The Agreement will thereafter continue in operation in accordance with the Workplace Relations Act 1996 until replaced by a subsequent workplace agreement or cancelled in accordance with the Act.

## 5. DEFINITIONS

**Budget Centre** means a unit within the University's financial management structure that is functionally and financially distinctive. University budget centres include Schools, Institutes, CRCs, administrative sections and University Business Enterprises.

**Casual employee** means an employee employed on a casual basis to perform non-academic duties.

**Continuing employee** means an employee who is employed on an ongoing basis.

**Dispute Resolution Committee** means the committee constituted for the purpose of Clause 36.5, comprising two members nominated by the Vice-Chancellor and two elected employee members of the Joint Consultative Committee.

**Employee** means a general staff member to whom this Agreement applies.

**Executive Head Human Resources** means the member of the University's senior executive who has portfolio responsibility for human resources and to whom the Director Human Resources reports.

**Fixed-term employee** means an employee employed on a contract which has an expiry date or that is due to conclude on the completion of a specific task or project.

**HEO** means Higher Education Officer.

**Human Resources** means the Human Resources section of the University.

**Human Resources Manual** means the University's Human Resources Administrative Manual.

**Junior** means an employee who has not attained 20 years of age.

**Non-superannuable loading** means a salary loading upon which no superannuation is paid.

**Operating Funds** means the DEST Operating Grant and/or student course fee income and/or other discretionary sundry income.

**Part-time employee** means an employee who is engaged to work at any fraction of full-time which is less than 100 per cent.

**Parties** means the parties to this Agreement, being the University and each of the unions and all general staff employees covered by this Agreement.

**Partner** means a person with whom the employee is in a personal relationship as defined by the Relationships Act 2003 (Tas), being a non-marital relationship between two adult persons:

- (i) who have a relationship as a couple, and who are not related by family; or
- (ii) whether or not related by family, where one or each of whom provides the other with domestic support and personal care.

**Primary care-giver** means a person who assumes the principal role of providing care and attention to a child.

**Salary** means the monetary amount provided in the salary columns of Clause 9 for the classification of the substantive position occupied by an employee. "Salary" for the purposes of calculating termination payments for untaken

annual leave, untaken long service leave or other termination entitlements, does not include non-superannuable loadings.

**Spouse** means a person to whom the employee is married.

**Termination and Disciplinary Procedures** means the General Staff Termination of Employment and Disciplinary Action Procedures contained in Section H of the Human Resources Manual.

**Unions** means the Community and Public Sector Union (CPSU), the Health Services Union of Australia (HSUA), the Liquor, Hospitality and Miscellaneous Union (LHMU) and the National Tertiary Education Industry Union (NTEU).

**University** means the University of Tasmania.

**Written, in writing** means communication in hard copy form and includes facsimile and email, which is capable of being printed as a hard copy.

## 6. CONSULTATION WITH STAFF

**6.1** The University will consult with all employees covered by this Agreement as is appropriate in relation to each matter at hand. Consultation will also occur through the Joint Consultative Committee established by this clause and through other University committee mechanisms as appropriate.

**6.2** Members of the Joint Consultative Committee will assist in the effective operation of this Agreement by performing functions that are assigned to the Committee or members of the Committee by the Agreement.

**6.3** The Joint Consultative Committee comprises up to four members of University management, four employee members directly elected by general staff, and one representative from each of the Unions.

## 7. AWARDS AND AGREEMENTS SUPERSEDED

**7.1** This Agreement is a closed and comprehensive Agreement in that it supersedes and prevails over all awards and collective agreements (whether certified or not) insofar as they would otherwise apply to general staff covered by this Agreement.

**7.2** The protected award conditions referred to in Section 354 of the Workplace Relations Act 1996, which are summarised below, do not apply to employees covered by this Agreement:

- (i) rest breaks;
- (ii) incentive-based payments and bonuses;
- (iii) annual leave loadings;
- (iv) public holidays and payment for public holidays;
- (v) days to be substituted for, or a procedure for substituting, public holidays;
- (vi) monetary allowances for employment expenses, skills and disabilities;
- (vii) overtime and shift work loadings;
- (viii) penalty rates;
- (ix) outworker conditions; and

(x) any other matter specified in the Workplace Relations Regulations 2006 as varied from time to time.

**7.3** The Human Resources Manual contains policies and procedures that apply to employees covered by this Agreement. This Agreement will prevail to the extent of any inconsistency between this Agreement and the Human Resources Manual.

**7.4** Nothing in this Agreement shall prevent general staff being employed by the University in accordance with the National Training Wage Award 2000 or any replacement award applicable to trainees.

## **8. AUSTRALIAN WORKPLACE AGREEMENTS (“AWAs”)**

**8.1** The University may enter into AWAs with its employees. Those AWAs may either operate to the exclusion of this Agreement or prevail over the terms of this Agreement to the extent of any inconsistency, as specified in each AWA.

**8.2** At the time of offering an AWA, the University will offer a genuine and informed choice between the AWA and this Agreement, and the University will provide employees with access to this Agreement.

**8.3** At the time of offering an AWA, the University will advise the employee or prospective employee of their right to appoint a Bargaining Agent and will allow the employee or prospective employee at least seven days to consider the AWA as required.

<p><b>PART B</b></p> <p><b>CLASSIFICATIONS &amp; PAYMENTS</b></p>
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**9. CLASSIFICATION AND SALARY STRUCTURE**

The annual salaries payable to full-time employees covered by this Agreement are as specified below. Part-time employees shall receive the relevant fraction of a full-time salary.

**9.1 Adults**

	Salary from 1-Jul-05	Salary from 1-Jul-06	Salary from 1-Jul-07	Salary from 30-Jun-08
Increase	<b>4.5%</b>	<b>4.5%</b>	<b>4.5%</b>	<b>4.5%</b>
HEO Level and Incremental Step	\$	\$	\$	\$
<b>1.1</b>	30,174	31,532	32,951	34,434
<b>1.2</b>	31,323	32,733	34,206	35,745
<b>1.3</b>	32,469	33,930	35,457	37,053
<b>2.1</b>	33,292	34,790	36,356	37,992
<b>2.2</b>	34,110	35,645	37,249	38,925
<b>3.1</b>	34,437	35,987	37,606	39,298
<b>3.2</b>	35,585	37,186	38,859	40,608
<b>3.3</b>	36,735	38,388	40,115	41,920
<b>3.4</b>	37,879	39,584	41,365	43,226
<b>3.5</b>	39,030	40,786	42,621	44,539
<b>4.1</b>	39,360	41,131	42,982	44,916
<b>4.2</b>	40,338	42,153	44,050	46,032
<b>4.3</b>	41,327	43,187	45,130	47,161
<b>4.4</b>	42,309	44,213	46,203	48,282
<b>5.1</b>	42,637	44,556	46,561	48,656
<b>5.2</b>	44,194	46,183	48,261	50,433
<b>5.3</b>	45,752	47,811	49,962	52,210
<b>5.4</b>	47,307	49,436	51,661	53,986
<b>5.5</b>	48,866	51,065	53,363	55,764

	Salary from 1-Jul-05	Salary from 1-Jul-06	Salary from 1-Jul-07	Salary from 30-Jun-08
Increase	<b>4.5%</b>	<b>4.5%</b>	<b>4.5%</b>	<b>4.5%</b>
HEO Level and Incremental Step	\$	\$	\$	\$
<b>6.1</b>	49,194	51,408	53,721	56,138
<b>6.2</b>	50,343	52,608	54,975	57,449
<b>6.3</b>	51,492	53,809	56,230	58,760
<b>6.4</b>	52,638	55,007	57,482	60,069
<b>6.5</b>	53,784	56,204	58,733	61,376
<b>7.1</b>	54,109	56,544	59,088	61,747
<b>7.2</b>	55,644	58,148	60,765	63,499
<b>7.3</b>	57,182	59,755	62,444	65,254
<b>7.4</b>	58,719	61,361	64,122	67,007
<b>7.5</b>	60,257	62,969	65,803	68,764
<b>8.1</b>	60,580	63,306	66,155	69,132
<b>8.2</b>	62,455	65,265	68,202	71,271
<b>8.3</b>	64,333	67,228	70,253	73,414
<b>8.4</b>	66,206	69,185	72,298	75,551
<b>8.5</b>	68,085	71,149	74,351	77,697
<b>8.6</b>	69,963	73,111	76,401	79,839
<b>9.1</b>	70,287	73,450	76,755	80,209
<b>9.2</b>	71,176	74,379	77,726	81,224
<b>9.3</b>	72,066	75,309	78,698	82,239
<b>9.4</b>	72,957	76,240	79,671	83,256
<b>9.5</b>	73,911	77,237	80,713	84,345
<b>10</b>	75,140	78,521	82,054	85,746

## 9.2 Research Assistants

	Salary from 1-Jul-05	Salary from 1-Jul-06	Salary from 1-Jul-07	Salary from 30-Jun-08
Increase	<b>4.5%</b>	<b>4.5%</b>	<b>4.5%</b>	<b>4.5%</b>
Incremental Step	\$	\$	\$	\$
<b>RA.1</b>	43,147	45,089	47,118	49,238
<b>RA.2</b>	45,467	47,513	49,651	51,885
<b>RA.3</b>	47,786	49,936	52,183	54,531

### 9.3 Juniors and Supported Wage employees

Positions at HEO Level 1 may be advertised so as to enable the University to make appointments using the HEO Level 1/2 classification and salary structure, or to appoint:

- (a) juniors using the salary rates specified below; or
- (b) employees under the Commonwealth Supported Wage System at an appropriate percentage of the HEO Level 1.1 rate having regard to the productive capacity of the employee.

Age	Relativity to HEO Level 2.2	Salary from 1-Jul-05	Salary from 1-Jul-06	Salary from 1-Jul-07	Salary from 30-Jun-08
Increase		<b>4.5%</b>	<b>4.5%</b>	<b>4.5%</b>	<b>4.5%</b>
Less than 17 years	51%	17,396	18,179	18,997	19,852
17 years	61%	20,807	21,743	22,722	23,744
18 years	76%	25,924	27,090	28,309	29,583
19 years	84%	28,652	29,942	31,289	32,697

Any Junior who has been employed on a full-time or part-time basis for three years or more shall be entitled to receive a salary of HEO Level 1 step 2 on attaining 20 years of age.

### 9.4 Apprentices

Year	Salary from 1-Jul-05	Salary from 1-Jul-06	Salary from 1-Jul-07	Salary from 30-Jun-08
Increase	<b>4.5%</b>	<b>4.5%</b>	<b>4.5%</b>	<b>4.5%</b>
First	17,396	18,179	18,997	19,852
Second	20,807	21,743	22,722	23,744
Third	25,924	27,090	28,309	29,583
Fourth	31,040	32,437	33,897	35,422

## 10. SALARY SACRIFICE OPTIONS

**10.1** An employee may agree with the University to receive a salary lower than that to which he or she is entitled under Clause 9 of this Agreement, in exchange for University payment of:

- (i) where permitted by the superannuation fund concerned, an employer superannuation contribution in lieu of an employee superannuation contribution;
- (ii) additional voluntary superannuation contributions;
- (iii) fees for child care at on-site facilities operated by the University;
- (iv) University parking fees;
- (v) membership fees at one of the University's Sport and Recreation Centres;

- (vi) Qantas Club memberships;
- (vii) laptop computers; and/or
- (viii) any other items formally offered by the University to employees whilst this Agreement is in operation.

**10.2** In each case, the amount of reduction in salary payable will be equal to the University payments identified in Clause 10.1, together with any tax payable upon such payment being made to the benefit of the employee.

**10.3** Notwithstanding a reduction in salary in accordance with Clause 10.1, all entitlements under this Agreement based on the salary of the employee (including superannuation entitlements) shall, subject to Clause 17.5, be calculated on the salary to which the employee is entitled under Clause 9 of this Agreement.

## **11. SUPERANNUATION**

### **11.1 Superannuation instruments**

Except for employees who were members of the Retirement Benefit Fund (RBF) prior to joining the University and who remain in that scheme with the approval of UniSuper, all employees covered by this Agreement are required to be members of the UniSuper Superannuation Scheme.

### **11.2 UniSuper plans**

UniSuper has three superannuation plans, being:

- the Accumulation Super (1) Plan;
- the Defined Benefit Division and the alternative Accumulation Super (2) Plan.

### **11.3 UniSuper contribution levels**

Subject to Clause 11.5, superannuation contributions to the Defined Benefit Division or the alternative Accumulation Super (2) Plan shall be maintained as follows:

- (i) An employer contribution equal to 17 per cent of the employee's salary, provided that as required by the Superannuation Industry (Supervision) Regulations 1994 the employee is less than 75 years of age; and
- (ii) An employee contribution equal to seven per cent of salary. As required by the Superannuation Industry (Supervision) Act and Regulations, employee contributions can only be made until the employee reaches age 75.

### **11.4 Choice of Fund legislation**

Contributions made by the University in accordance with Clause 11.3 constitute contributions for the purposes of section 32C (6) of the

Superannuation Guarantee (Administration) Act 1992. Except as provided for in Clause 11.1, the UniSuper Superannuation Scheme is therefore the only superannuation scheme applicable to employees covered by this Agreement.

### **11.5 Superannuation flexibility**

Provided that the UniSuper Trust Deed so allows during the operation of this Agreement, employees who are members of the Defined Benefit Division or Accumulation Super (2) Plan may elect to:

- (i) receive a 14 per cent employer superannuation contribution and a 3 per cent non-superannuable salary loading instead of a 17 per cent employer contribution;
- (ii) receive a non-superannuable salary loading in lieu of part or all of that portion of the employer contribution to the Defined Benefit Division or Accumulation Super (2) Plan which exceeds the amount which is payable by the University in accordance with the Superannuation Guarantee Act; and/or
- (iii) make a Defined Benefit Division or Accumulation Super (2) Plan employee contribution of less than 7 per cent of salary, or no employee contribution at all.

## **12. INCREMENTAL PROGRESSION**

**12.1** Except where otherwise specifically determined by this Agreement an employee holding a position within a prescribed salary level who has been in receipt of a salary less than the maximum salary prescribed for that level shall, unless work performance has been less than satisfactory, be entitled to receive each annual increment prescribed for such level until the maximum salary is reached.

**12.2** There will be automatic progression between HEO Levels 1 and 2.

**12.3** Subject to Clause 12.4, all employees shall have an incremental date of 1 March. Progression from one incremental point to the next will not occur however where the employee has been on the initial incremental step for less than six months.

**12.4** Subject to Clause 9.3 of this Agreement, Juniors shall receive annual age based increments on the anniversary of their birthday and shall transfer to the HEO scale on attaining 20 years of age.

**12.5** Incremental progression shall be awarded on the basis that the employee's overall work performance during the period in question has been satisfactory, and will not normally be denied unless either:

- (i) the matters of concern, leading the University to conclude that performance has been less than satisfactory, have been previously canvassed with the employee and an opportunity provided, if appropriate, for the employee to remedy these matters of concern; or
- (ii) the employee has been/will be on leave without pay for greater than half of the incremental progression year.

A recommendation for the non-awarding of an increment should normally be made by the Head of Budget Centre when completing the employee's performance management review for the previous year.

## **13. HIGHER DUTIES ALLOWANCE**

### **13.1 Introduction**

To cover absences and staff movements it is sometimes necessary for an employee to perform all or part of the duties of a position classified at a higher HEO level for a defined period of time. Where an employee is required to perform such duties for 5 or more consecutive working days, the employee shall, subject to Clause 13.2, be entitled to a higher duties allowance which reflects the increase in the level of duties and responsibilities being undertaken.

### **13.2 Eligibility**

Where an employee is directed to perform the duties of a position classified at a higher HEO level, the employee will be paid at the higher rate.

Procedures for the payment of higher duties are contained in the Human Resources Manual.

### **13.3 Period of performance of higher duties**

A higher duties allowance should not normally be paid for a period in excess of 6 months.

### **13.4 Amount and conditions of payment**

Higher duties allowances shall be based on the difference, or a percentage of the difference according to the proportion of the additional duties being performed, between the employee's normal salary and the salary for the first step of the classification level of the higher position (or the second step where the employee is on the maximum step of the classification level immediately below the classification level of the higher position).

## **14. ALLOWANCES**

The University shall, in its Human Resources Manual, provide allowances for:

- reimbursement of travel expenditure
- kilometreage allowance
- camp allowance
- meal allowance
- availability allowance
- designated first aid officer allowance
- sea going/victualling allowance.

## **15. METHOD OF PAYMENT**

Payment of salary shall be on a fortnightly basis by electronic funds transfer into an account(s) of a financial institution(s) nominated by the employee.

## **16. RECOVERIES OF MONEYS OWED BY EMPLOYEES**

**16.1** The University shall be entitled to make salary deductions in order to recover moneys owed by employees arising from:

- (i) Relocation expenditure incurred on behalf of an employee and which the University is entitled to recover due to the employee terminating his or her employment without completing the requisite period specified in the offer of appointment;
- (ii) Payment of leave in advance;
- (iii) Payment of salary or allowances to which the employee is not entitled;
- (iv) Payment of other expenditure to the benefit of the employee to which the employee is not entitled.

**16.2** Before commencing to make a salary deduction, the University will:

- (i) provide to the employee written details of the moneys owing and the reasons; then
- (ii) make a reasonable attempt, through the Pay Office, to reach agreement with the employee on a suitable method of repayment from salary; and
- (iii) provide to the employee written details of the repayment arrangements.

# PART C

## EMPLOYMENT ARRANGEMENTS

### 17. MODES OF EMPLOYMENT AND EMPLOYMENT FLEXIBILITY

- 17.1** Employees may be employed on a continuing, fixed-term, casual or other basis.
- 17.2** Full-time employees shall receive annual salaries as provided for in Clause 9 of this Agreement.
- 17.3** Part-time employees shall receive the relevant fraction of a full-time salary and the relevant fraction of the leave entitlements (Part E) provided by this Agreement. Part-time employment may be expressed as a fraction of a normal working week or as a fraction of any twelve month period, including a rolling twelve month period, in circumstances where the job role does not require work over the full year.

#### 17.4 Extra leave

- 17.4.1** An employee may apply for five or more days extra paid leave which shall accrue during a 12 month period starting 1 September in any year commencing during the life of this Agreement. Such application shall be considered by the employee's Head of Budget Centre having regard to operational needs. Upon the application being granted, the employee's salary shall be reduced by a percentage amount equal to the pay applicable to the number of days approved, spread equally over the 12 month period. The approved arrangement shall be put in place in writing, signed by the employee and Head of Budget Centre, and co-signed by the Director Human Resources (or nominee). Any restrictions or requirements on the taking of leave during the 12 month period shall be specified in the signed document.
- 17.4.2** Superannuation contributions during the 12 month period will be based on the employee's reduced salary rate unless the employee chooses to top-up both the employee and University superannuation contributions to their normal levels.
- 17.4.3** An employee who starts employment with the University after 1 September in any year commencing during the life of this Agreement can enter into an arrangement under Clause 17.4.1 until the following 31 August on the same basis.

## **17.5 Averaged part-time employment**

**17.5.1** An employee may be employed part-time such that the employment fraction is a rolling twelve month average of any mixture of full-time service, part-time service (which may include a mixture of different service fractions) and periods during which no service is required.

**17.5.2** Salary shall be paid on the basis of the average service fraction that is projected for the relevant twelve months, or other period, of the appointment.

**17.5.3** In the event that an employee engaged under this provision is provided with additional work, beyond that envisaged by the terms of appointment, the additional hours worked shall be factored into the rolling average. If actual hours have significantly exceeded projected hours (ie by greater than 10 per cent) as at 1 June or 1 December each year, a reconciliation shall be made by way of a salary payment to the employee for the excess beyond 10 per cent.

**17.6** The University also provides a range of employment flexibility measures designed to endeavour to meet both its own needs and the needs of employees. The measures are contained within this Agreement and also in the Human Resources Manual. They include secondments, exchanges, job sharing, and conversion from full-time to part-time and back, and change of employment fraction.

## **18. FIXED-TERM EMPLOYMENT**

**18.1** Where a fixed-term appointment:

- (a) involves a contract for a specific task or project which has a contract expiry date or which is due to conclude on the completion of that specific task or project; or
- (b) is principally funded by the University's Operating Funds and involves work that requires recent professional practical or commercial experience

the offer of appointment shall specify this to be the case.

**18.2** Where a fixed-term appointment involves a period of probation, this probationary period shall also be specified in the offer of appointment.

**18.3** Subject to Clause 18.5, severance pay is applicable upon termination of employment on contract expiry in respect of all periods of fixed-term employment of a type other than:

- (i) a replacement appointment to cover someone on authorised leave or temporarily seconded away from his/her usual work area;
- (ii) an interim appointment to a vacant position where recruitment action has already commenced to fill the position on an ongoing basis;

- (iii) a pre-retirement contract of up to 5 years' duration;
- (iv) an appointment of an undergraduate or post-graduate student not extending beyond the year of completion of study; or
- (v) as an apprentice or a secondee to the University.

**18.4** Notwithstanding Clause 18.3, the University may withhold a severance payment for up to four weeks after contract expiry where the employee is advised that it is possible that they will be re-employed on a fixed-term or continuing basis within the six week period from termination. The severance payment will not be payable if the employee is so re-employed by the University.

**18.5** Notwithstanding Clause 18.3, severance pay is not applicable upon termination of employment on contract expiry:

- (a) where a contract extension is offered but not accepted by the employee; or
- (b) of a first fixed-term contract with the University where the position is thereafter discontinued.

**18.6** In relation to the termination of fixed-term appointments other than the type referred to in Clause 18.1, severance pay, where applicable, shall be calculated by reference to the employee's length of service with the University in accordance with the following Table A:

<b>PERIOD OF ELIGIBLE SERVICE</b>	<b>SEVERANCE PAY</b>
Not more than 2 years	4 weeks pay
More than 2 years but not more than 3 years	6 weeks pay
More than 3 years but not more than 4 years	7 weeks pay
More than 4 years	8 weeks pay

**18.7** In relation to the termination of fixed-term appointments of a type specified in Clause 18.1, severance pay, where applicable, shall be calculated by reference to the employee's length of service with the University in accordance with the following Table B:

<b>PERIOD OF ELIGIBLE SERVICE</b>	<b>SEVERANCE PAY</b>
2 years or more but less than 3 years	4 weeks pay
3 years or more but less than 4 years	6 weeks pay
4 years or more but less than 5 years	7 weeks pay
5 years or more but less than 6 years	8 weeks pay
6 years or more but less than 7 years	10 weeks pay
7 years or more but less than 8 years	12 weeks pay
8 years or more but less than 9 years	14 weeks pay
9 years or more but less than 10 years	16 weeks pay

**18.8** For the purposes of severance pay calculations, service shall be calculated on the basis of the employee's average service fraction over their period of fixed-term employment.

The period(s) of eligible service shall, however, exclude:

- (i) prior fixed-term employment where there has been a subsequent break in employment of more than six weeks; and
- (ii) periods of leave without pay of more than 20 working days.

**18.9** Notwithstanding Clause 18.3, where an employee has been continuously employed on a fixed-term basis for 10 years or more, the severance payment shall be calculated in accordance with the formula in Clause 29.2 of this Agreement as if the contract expiry was a redundancy situation.

**18.10** Except in the case of a pre-retirement contract or a replacement appointment to cover someone on authorised leave or temporarily seconded away from his/her usual work area, the University shall provide fixed-term employees with written notice of the University's intention to renew, or not to renew, their employment upon their contract expiry. The period of notice to be provided shall be calculated by reference to the employee's length of service with the University in accordance with the following scale:

PERIOD OF ELIGIBLE SERVICE	NOTICE PERIOD
Not more than 3 years	At least 2 weeks
More than 3 years but not more than 5 years	At least 3 weeks
More than 5 years	At least 4 weeks

An employee over 45 years of age with at least two years' eligible service shall be entitled to an additional week's notice.

**18.11** Where an employee has been continuously employed on a fixed-term basis for more than six years, the University's Redeployment Policy shall apply as if the employee held a continuing appointment, such that the employee will be considered for redeployment to an alternative position in the event that their existing fixed-term appointment is not to be extended.

**18.12** A fixed-term contract may be foreshortened by the University on account of operational needs or on account of serious misconduct or unsatisfactory performance (in accordance with the Termination and Disciplinary Procedures), or under the terms of probation. Where a fixed-term contract is foreshortened on account of operational needs, the employee shall be entitled to a redundancy payment. Such payment shall be calculated on the same basis as the notice period for continuing employees outlined in Clause 29.2 of this Agreement, provided that this amount shall not exceed the salary that would have been payable if the employee continued employment to the expiry date of the fixed-term contract.

**18.13** Where an employee has been continuously employed on a fixed-term basis over a period of at least six years (including periods of substantial casual employment), and the employee has obtained one or more of those fixed-term appointments through an external competitive merit selection process, the employee will be eligible to apply for conversion to a continuing appointment. A probationary period may be applied in accordance with the Probationary Procedures contained in the Human Resources Manual. A probationary period shall not normally be required

where the employee has been satisfactorily performing a job role which is the same or substantially similar to that to which they are being converted.

**18.14** Applications for conversion will be considered on their merits and shall have regard to the employee's work performance and the operational needs of the University.

**18.15** Factors at the time of application that would ordinarily lead to an application being unsuccessful include but are not limited to the following:

- the employee's appointment is principally funded from a source other than the University's Operating Funds; or
- the employee holds an appointment for a specific task or project, is employed to cover a temporary vacancy or to cover someone absent on leave, is employed off-shore, or is employed on a pre-retirement contract.

**18.16** Notwithstanding any of the above, it shall also be open to a Head of Budget Centre to recommend converting a fixed-term appointment held by an employee into a continuing appointment on the basis of outstanding performance by that employee. The procedures governing such conversions are contained in the Human Resources Manual.

## **19. CASUAL EMPLOYMENT**

### **19.1 Minimum Period of Engagement**

The minimum period of engagement for a casual employee shall be 3 hours, except that no minimum period shall apply for casual employees who:

- (a) are students of the University (including postgraduate students) and who would be attending the University on the day in question in their capacity as a student;
- (b) are engaged as fitness instructors or as sports referees/umpires;
- (c) are engaged as note-takers for students with a disability (with such staff being paid \$100 per unit); or
- (d) in order to meet their personal circumstances, request an engagement of less than 3 hours.

### **19.2 Casual rates of pay**

**19.2.1** Subject to Clause 19.2.3, casual employees shall receive an hourly rate of pay derived from the salary rate of the first step of the classification level for the position in which they are employed.

**19.2.2** The casual rates for adult employees set out below are inclusive of a 23 per cent loading in lieu of annual leave, sick leave and public holiday entitlements, and are payable for work performed other than on a Saturday, Sunday or public holiday:

HEO Level	Hourly rate from			
	1-Jul-05	1-Jul-06	1-Jul-07	30-Jun-08
	(inclusive of 23% loading)	(inclusive of 23% loading)	(inclusive of 23% loading)	(inclusive of 23% loading)
Sub-HEO Level 1	16.80	17.56	18.35	19.18
<b>1</b>	19.35	20.23	21.14	22.09
<b>2</b>	21.35	22.32	23.32	24.37
<b>3</b>	22.09	23.08	24.12	25.21
<b>4</b>	25.25	26.38	27.57	28.81
<b>5</b>	27.35	28.58	29.87	31.21
<b>6</b>	31.55	32.98	34.46	36.01
<b>7</b>	34.71	36.27	37.90	39.61
<b>8</b>	38.86	40.61	42.43	44.34
<b>9</b>	45.08	47.11	49.23	51.45
<b>10</b>	48.20	50.37	52.63	55.00

**19.2.3** The Sub-HEO Level 1 casual rate shall apply to casual employees engaged to perform work in the nature of but not limited to the following categories:

- photocopying and collating documents;
- opening and distributing incoming mail;
- labelling and distributing outgoing mail;
- sorting and filing documents using an already-established filing system;
- taking telephone messages in the absence of others;
- moving furniture;
- setting up rooms or displays;
- acting as a tour-guide for visitors;
- providing catering assistance;
- couriering documents or other materials by vehicle or other means; or
- planting seeds in a laboratory setting or as part of a fieldwork exercise.

**19.2.4** Casual work performed on Saturdays, Sundays and public holidays shall be subject to the same overtime penalties as apply to full-time and part-time employees except that the 23 per cent loading will not also apply (with the overtime penalties therefore being applied to the unloaded rates).

### **19.3 Superannuation**

Subject to the UniSuper Trust Deed providing to the contrary, casual employees will be required to be members of the UniSuper Accumulation Super (1) Plan and the University will make employer superannuation contributions on the following basis:

- (a) Where the employee earns \$450 or more in a calendar month, an amount equal to 9 per cent of the employee's salary [or such higher amount as may be required in future by the Superannuation Guarantee (Administration) Act 1992]; or
- (b) Where the employee earns less than \$450 in a calendar month but has been employed for at least 100 hours for each six month period ending

30 June or 31 December, an amount equal to 3 per cent of the employee's salary.

## **19.4 Conversion of casual employment to continuing or fixed-term employment**

### **19.4.1 Eligibility for conversion**

To be eligible to apply for conversion, a casual employee must have been employed on a regular and systematic basis in the same or a similar and identically classified position in the same Budget Centre, either:

- (i) for the immediately preceding period of 12 months, during which period the average time worked equalled at least 36.75 hours per fortnight; or
- (ii) for the immediately preceding period of at least 24 months.

For the purposes of this clause occasional and short-term work performed by the employee in another classification, position or Budget Centre shall not:

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

### **19.4.2 Applications for conversion**

Conversions shall be initiated by application by casual employees. The University is not required to advise casual employees when they become eligible to apply for conversion. However, the University's Casual Employment Authority form shall direct employees to the provisions of Clause 19.

The University shall not unreasonably refuse an application for conversion. However, the University may refuse an application on reasonable grounds. Reasonable grounds include, but are not limited to, the following:

- (a) the employee is a student, or has recently been a student, other than where their status as a student is irrelevant to their engagement and the work required;
- (b) the employee is a genuine retiree;
- (c) the employee is performing work which will either cease to be required or will be performed by a non-casual employee, within 26 weeks (from the date of application for conversion);
- (d) the employee does not meet the essential requirements of the position; or
- (e) the work is ad hoc, intermittent, unpredictable or involves hours that are irregular.

The University must determine an application for conversion either by offering conversion to non-casual employment or by rejecting

the application. If the University rejects the application, it must provide written reasons for rejecting it. If the application is accepted, the employee will be offered a continuing or fixed-term appointment.

A casual employee whose application for conversion is rejected shall not be entitled to apply again within 12 months except where:

- (a) that rejection is solely based upon the ground set out in 19.4.2 (c); and
- (b) that ground ceases to apply.

### **19.4.3 Type of conversion**

Conversion may be to either a continuing appointment or to a fixed-term appointment as permitted elsewhere in this Agreement. The offer of conversion shall indicate the hours and pattern of work which, subject to due consideration of the University's operational requirements and the desirability of offering the employee work which is as regular and continuous as is reasonably practicable, shall be consistent with the employee's casual engagement.

Such conversion may be to an averaged part-time appointment in accordance with Clause 17.5 of this Agreement.

Where casual employees who work solely or primarily on weekends are converted to a continuing or fixed-term appointment confined to weekend work, the rate of pay for that appointment shall be calculated by reference to Clause 37.4 of this Agreement [Shift Work].

### **19.4.4 Recognition of casual service**

Casual employees converted to continuing or fixed-term appointments shall not have their casual service count for the purpose of calculating any employment entitlements other than long service leave and redundancy purposes.

## **20. PROBATION**

**20.1** A probationary period of reasonable duration may be applied to any full-time or part-time appointment. For continuing appointments, the probationary period shall normally be of not more than six months' duration.

**20.2** A review of the employee's performance shall be conducted by the employee's supervisor mid-way through the initial probationary term. A probationary report shall then be prepared and signed by the Head of Budget Centre, with the employee to then be given the opportunity to sign in agreement or to include other comment. A copy of the signed report shall then be provided to the employee for retention.

**20.3** At the end of the initial probationary period the appointment may either be confirmed or terminated or the probationary period extended. The total period of any extension(s) shall not exceed the length of the initial probationary period. If it is proposed to terminate the appointment or extend the probationary period the employee shall be provided with signed written advice of the reasons. At least 1 month's notice shall be given to the employee where it is proposed to terminate the appointment or payment in lieu where this would result in the probationary end date being exceeded.

**20.4** The provisions of Clause 26 of this Agreement do not apply to employees during a period of probation.

**20.5** Nothing in this clause shall prevent the termination of a probationary appointment at any stage during the probationary term on account of unsatisfactory performance or misconduct. Notice of termination shall be in accordance with Clause 27 of this Agreement.

## **21. CONTRACT OF EMPLOYMENT**

### **21.1 Recognition of rights**

**21.1.1** The University recognises the rights of its employees to choose to belong or not belong to a union and for its employees to be represented by a representative of their choice as provided by this Agreement.

**21.1.2** The University recognises the rights of all its employees to be consulted on matters which directly affect them in their employment.

**21.1.3** Employees recognise and accept the right of the University to plan, organise, manage and decide upon the operations of the University.

**21.1.4** The University and its employees recognise their joint responsibility to ensure that this Agreement is effective.

### **21.2 Enterprise bargaining**

All employees covered by this Agreement shall be given equal opportunity to participate in any future enterprise bargaining processes.

### **21.3 Employment obligations**

To effect an efficient, smooth operation, all employees have employment obligations both to the University and their fellow employees. It is a term and condition of employment, and of the rights applying under this Agreement, that each employee shall as required, carry out such duties as are within the limits of the employee's skill, competence and training and which the employee can be reasonably required to perform. A higher duties allowance may be applicable where higher level duties are involved.

## **21.4 Payment of salary**

Salary is payable under this Agreement on the basis of:

- (i) performance of work in accordance with the employee's contract of employment; or
- (ii) where the employee is not required to attend for work but is ready, willing and able to perform his or her duties and would otherwise have ordinarily been required to attend for work.

## **22. POSITION DESCRIPTIONS AND POSITION REDESIGN**

**22.1** All full-time and part-time positions shall have a position description. This document will normally require amendment from time to time to reflect changes in the nature of the work being performed, changes in reporting relationships, and position redesign.

**22.2** Positions may be redesigned commensurate with the relevant classification level so as to more fully utilise the skills, interests and abilities of employees with a view to improving the performance of the University and enhancing the job satisfaction of employees by broadening the range of skills they use and expanding their career opportunities and job security. The parties are committed to this process. Where a position is to be redesigned the incumbent employee(s) concerned will be consulted before any changes to duties or responsibilities are decided upon.

**22.3** Notwithstanding any of the above, changes to position descriptions need to be approved by the Executive Head Human Resources (or nominee) before they become effective.

## **23. RECLASSIFICATION CLAIMS**

### **23.1 Introduction**

Employees who consider the classification level assigned to their position does not properly reflect the duties and responsibilities of the position may seek a reclassification of their position. In the alternative, a Head of Budget Centre may seek an upward reclassification of an employee's position. Procedures to be followed are outlined in the Human Resources Manual.

Reclassification claims, if successful, shall not be awarded retrospectively beyond the date of formal written application being received by the Head of Budget Centre or Human Resources respectively.

### **23.2 Internal review mechanism**

If an application for reclassification is judged by Human Resources to be unsuccessful, and the employee or Head of Budget Centre believes that Human Resources did not take full and proper account of all material facts, either the employee or Head of Budget Centre may within 14 days of being

advised of the reclassification decision, apply to the Director Human Resources (or nominee) for a review of the decision. A reasoned case shall be made out in writing when seeking such a review.

### **23.3 External review by Board of Reference**

An employee dissatisfied with the internal review decision may, within 14 days of being advised of that decision, apply to the Australian Industrial Relations Commission to establish a single-person Board of Reference to review the decision not to grant the reclassification claim.

The Board of Reference shall determine whether the reasons for rejecting the reclassification claim were properly based, and shall do so by conciliation and/or arbitration via an informal process, including discussion with the employee and University representatives involved in the internal decision-making process.

The determination of the Board shall be final, and Clause 36 of this Agreement shall have no application to reclassification claims.

## **24. EXCESSIVE WORKLOADS**

Workloads and management of workloads is an important issue. In terms of identifying, minimising and dealing with instances of excessive workloads:

- a. Heads of Budget Centre and other supervisors need to allocate tasks to employees with a view to ensuring that their workload does not exceed what can reasonably be expected of them in their full-time, part-time or casual employment.
- b. Heads of Budget Centre and other supervisors need to monitor the hours worked by the employees they supervise, and implement changes (eg. technology, responsibility, extra resources) where employees regularly work excessive hours.
- c. Where a resignation, retirement or other permanent departure from a continuing or fixed-term appointment occurs, a required replacement appointment will normally be made and put in place within three months of the departure. If it appears likely that a replacement appointment will not be made within this timeframe, affected employees will be advised of the reasons for this and advised as to how the workloads will be managed having regard to (a) and (b) above.
- d. Where a position is temporarily vacated (eg. where an employee takes extended leave or undertakes a temporary transfer or secondment elsewhere), a replacement appointment will normally be made and put in place close to the time of the position being vacated. Where it is not intended to make a replacement appointment, affected employees will be advised of the reasons for this and advised as to how the workloads will be managed having regard to (a) and (b) above.
- e. Guidelines aimed at identifying, minimising and dealing with excessive workloads are contained in the General Staff Workload Principles, located

in Section H of the Human Resources Manual. The Principles were developed by the University following consultation with staff, and include:

- general principles for the allocation of workloads;
- a “reasonableness” test to provide for consistent allocation of reasonable workloads;
- guidelines in relation to reasonable overtime; and
- strategies for the monitoring and review of workload allocations, including identifying signs of overwork and mechanisms to monitor and address potentially excessive workloads.

## **25. MANAGING CHANGE IN THE WORKPLACE**

### **25.1 General principle**

It is acknowledged that the sound management of workplace change requires the involvement of the people who will be affected by that change.

### **25.2 Initiation of change**

Consideration of issues which may lead to workplace change will be discussed with all employees likely to be affected, as early as possible and prior to a decision being taken to proceed with any change. Such employees will be informed about the process of consultation through which the change proposal will be examined.

### **25.3 Structural reorganisation**

Where proposed workplace change involves structural reorganisation of a work unit, the need for change shall be discussed with all employees of that work unit prior to a detailed workplace change proposal being prepared and submitted to staff for feedback as part of the University’s decision-making process.

The University will then submit a detailed proposal to all employees directly affected by the proposed changes, and provide an opportunity for further feedback in a timely manner. The detailed proposal will normally include an outline of the existing and proposed organisational structures, the advantages of what is being proposed, the impact on staff, and an outline of the consultation process to be undertaken and timeframe involved.

The Joint Consultative Committee will be informed of the proposed structural reorganisation at the time that this proposed workplace change is discussed with staff of the work unit (prior to a detailed workplace change proposal being prepared and submitted to staff), and members of the Committee may provide feedback to the University as part of the University’s decision-making process.

## **25.4 Outsourcing**

Where the University proposes to outsource functions currently performed by employees, the need for such outsourcing shall be discussed with all employees whose job-roles would be affected by this outsourcing-prior to a decision being made to proceed with the outsourcing. The primary purpose of such discussion is to enable the employees concerned to put forward suggestions in a timely manner in terms of any alternatives to outsourcing that might exist for the University to consider.

## **26. DISCIPLINARY PROCEDURES**

**26.1** The Termination and Disciplinary Procedures enable matters of concern relating to an employee's performance or conduct to be addressed with an employee in person at which time the employee will have the opportunity to raise any relevant issues. Moreover, these procedures are designed to ensure that natural justice is afforded to all persons involved, and in particular that:

- (a) required standards of behaviour and performance are clear to all persons involved by documentation or in person;
- (b) allegations of misconduct are fully and fairly investigated; and
- (c) employees are provided with reasonable opportunities to improve substandard performance.

**26.2** Whilst the University shall seek to ensure that these procedures are strictly complied with, disciplinary action taken in accordance with these procedures shall not be invalidated solely on the basis of a minor procedural deficiency in the implementation of these provisions. Natural justice must, however, be afforded in all cases.

**26.3** In normal circumstances, most issues concerning an employee's behaviour or performance should be able to be discussed as part of the University's performance management process and be resolved through a process involving co-operation, constructive criticism, setting of appropriate performance/behaviour standards and monitoring over a reasonable time period.

**26.4** The Termination and Disciplinary Procedures set out in full the procedures to be followed in the event that informal or formal action needs to be taken in relation to an employee's performance or conduct.

**26.5** The final decision on cases involving unsatisfactory performance or misconduct shall be made by the Executive Head Human Resources, who has the authority to dismiss the employee or take alternative disciplinary action. Such alternative action may include a reprimand, the withholding of increments for a period of up to three years, demotion within the employee's incremental range, a period of suspension without pay and/or a warning that further misconduct or substandard performance may lead to dismissal with or without notice. The Executive Head Human Resources

shall not be restricted by any recommendation received when deciding upon appropriate disciplinary action.

- 26.6** In making a decision, it may be appropriate for the Executive Head Human Resources to have regard to the full employment history of the employee at the University, and in particular to such matters as might stand to the credit or debit of the employee.

## **27. TERMINATION BY THE UNIVERSITY**

- 27.1** Except as provided by Clause 28 or Clause 29, employment may be terminated by the University giving the period of notice set out below; provided that the University shall not be required to give such notice if the termination is for misconduct which is serious enough to make it unreasonable for the University to be required to continue the employment during the notice period.

<b>Period of continuous service with the University</b>	<b>Minimum period of notice</b>
3 years or less	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

Provided that where the employee is over 45 years of age and has completed at least two years continuous service with the University, the University shall be required to provide one week's additional notice.

- 27.2** Notwithstanding Clause 27.1, the University may make a payment in lieu of notice, equal to the total of all amounts that, if the employee's employment had continued until the end of the required period of notice set out in Clause 27.1, the University would have been liable to pay to the employee because of the employment continuing during that period.

## **28. TERMINATION ON THE BASIS OF ILL-HEALTH**

- 28.1** Where an employee is absent from work on account of illness or injury and it appears possible that the employee may not be able to resume normal duties upon the exhaustion of their paid sick leave, the University may require the employee to undergo a medical examination to determine whether the employee is permanently or temporarily incapable of performing their normal duties, or other duties for which they are reasonably qualified by reason of their training and experience and which are available to be performed at the University. The medical examination will be at the University's expense and will be conducted by a medical practitioner chosen by the University who is in independent practice.

- 28.2** Where the employee is a member of UniSuper Defined Benefit Division or Accumulation Super (2) Plan, an adverse medical assessment will be able to be used by the employee in support of an application by the employee for a Permanent Disablement Benefit or a Temporary Incapacity Benefit.

**28.3** Where the employee is not successful in obtaining a Permanent Disablement Benefit (or the employee chooses not to apply for a Permanent Disablement Benefit), but is unable to resume normal duties prior to or upon the exhaustion of their paid sick leave, or the cessation of a Temporary Incapacity Benefit (whichever is the later), the University shall seek to redeploy the employee into a suitable alternative position. Such redeployment shall take effect upon the employee's return to work. Should no suitable alternative position be able to be identified, or should the employee be unable to return to work on that basis prior to or upon the exhaustion of their paid sick leave, the employee shall be provided with a payment equal to three months salary upon termination of employment. Such termination will take effect upon the exhaustion of paid sick leave.

**28.4** For the purposes of this clause, "paid sick leave" comprises sick leave on full pay and sick leave on half pay.

## **29. TERMINATION ON THE BASIS OF REDUNDANCY**

**29.1** Where no comparable or other alternative position is identified by the University within six weeks of the employee being provided with written notification of redundancy, the University shall provide to the employee a written notification of termination which gives nine weeks' notice of termination of employment (which, by agreement, can be substituted by a payment in lieu of termination).

**29.2** The notification of termination shall provide details of the redundancy payment payable on termination of employment, which shall be equal to two weeks' salary for each year of continuous service with the University; subject to a minimum payment equal to six weeks' salary and a maximum payment equal to 52 weeks' salary (exclusive of any payment in lieu of notice of termination). Payment will be calculated on the basis of the employee's average service fraction having regard to the employee's continuous full-time, part-time and casual employment with the University.

**29.3** Notwithstanding notification of termination having been given in accordance with Clause 29.1, the University shall continue to seek to identify a comparable or other alternative position for the employee during the nine week notice period specified in the notification. Similarly, where during that nine week notice period a position is identified for possible redeployment, the period of notice shall be extended as necessary to enable consideration to be given to the viability of such a redeployment.

## **30. TRANSMISSION OF BUSINESS**

**30.1** Clause 29 of this Agreement does not apply where an employee's appointment is transferred to another employer (eg an entity associated with the University). In such transmission of business situations, the employee will not be entitled to a redundancy payment upon such transmission, but will have their previous University service recognised as counting as service with that other entity for the calculation of all accrued entitlements, including in relation to any subsequent redundancy.

**30.2** An employee transferred to another employer under Clause 30.1, is able to seek redeployment within the University for a period of 6 months following such transfer. The employee will remain with the new employer at the end of the 6-month period if redeployment has not been able to be effected.

### **31. NOTICE OF RESIGNATION**

**31.1** Employment may be terminated by the employee giving the period of notice set out below:

<b>Period of continuous service with the University</b>	<b>Minimum period of notice</b>	
	<b>HEO 1 – 4 &amp; Juniors</b>	<b>HEO 5 - 10</b>
3 years or less	2 weeks	2 weeks
More than 3 years but not more than 5 years	2 weeks	3 weeks
More than 5 years	2 weeks	4 weeks

**31.2** If an employee fails to give the required period of notice (including where an employee abandons his or her employment), the University shall be entitled to recover an amount equal to the ordinary time salary which would have been earned to the end of the period of notice. The University shall be entitled to recover the amount from termination payments, including leave entitlements.

This shall not detract from the right of the University to waive all or any of the notice period where it considers that appropriate.

### **32. RECRUITMENT AND SELECTION OF EMPLOYEES**

The University's recruitment and selection procedures are based upon the principles of appointment on merit and the provision of equal employment opportunity. The University aims to appoint the candidate who is the best fit for the vacant position, and the University will not discriminate against potential appointees on improper grounds.

The University's procedures for the recruitment and selection of employees are contained in the Human Resources Manual.

### **33. EMPLOYMENT OF ABORIGINAL AND TORRES STRAIT ISLANDER STAFF**

The University is committed to seeking to improve employment opportunities for Aboriginal and Torres Strait Islander people, as illustrated in the University's Aboriginal Employment Strategy 2002-2007.

The Aboriginal Employment Strategy provides for a range of continuing, fixed-term and casual employment opportunities, including cadetships, traineeships and a graduate employment program.

#### **34. STAFF DEVELOPMENT**

The University will seek to provide training and development to its employees which will assist with improved job role effectiveness and/or career development. Procedures relating to the provision of training and development are found in the Human Resources Manual.

#### **35. PERFORMANCE MANAGEMENT**

**35.1** The University's performance management system is outlined in the Human Resources Manual.

**35.2** The purpose of performance management is the development of highly performing staff and thereby a highly performing University. Performance management should be approached as a positive and supportive process. This will be achieved by creating an environment in which the potential of employees can be maximised.

#### **36. PROBLEM-SOLVING, GRIEVANCE AND DISPUTE SETTLING PROCEDURE**

**36.1** The parties are committed to having workplace problems, grievances and disputes resolved as quickly as reasonably possible and as close as possible to their point of origin.

**36.2** Issues of concern to individual employees, whether relating to matters contained in this Agreement or otherwise, should be raised by employees with their direct supervisor in the first instance (including where an action/inaction being complained about involves the supervisor).

**36.3** Should an issue remain unresolved following discussion under Clause 36.2, or where there is a legitimate reason why the issue cannot be appropriately raised with the direct supervisor in the first instance, the employee(s) may refer the issue to their Head of Budget Centre (or Dean/Head of Division if the supervisor is the Head of Budget Centre) for consideration and resolution, and be discussed for this purpose by the three people together. If the supervisor reports to another person instead of directly to the Head of Budget Centre, the Head may also involve that other person in such discussion(s). The Head of Budget Centre should ordinarily convene a meeting to discuss the issue within seven days of the referral.

**36.4** For the purposes of discussions held under Clauses 36.2 or 36.3, the employee, if he/she so chooses, may be accompanied or assisted by another person (other than a practising barrister or solicitor). Similarly, line management may be accompanied or assisted by a representative of Human Resources.

- 36.5** A party to a dispute regarding the application of a provision of this Agreement (other than an issue which should instead in the first instance be the subject of the procedure outlined above) or, if they so choose, their representative (other than a practising barrister or solicitor) may refer the issue to the Dispute Resolution Committee which shall meet within seven days of the referral. The Committee shall provide a report to the Vice-Chancellor within a further seven days outlining suggestions that may aid in the resolution of the dispute. The Vice-Chancellor shall then make a decision in relation to the matters in dispute.
- 36.6** Where an issue remains unresolved after the above steps have been taken, and the issue involves a dispute over the application of this Agreement, the disaffected party to the dispute or, if they so choose, their representative may, within seven days of advice of an adverse outcome, refer the dispute to the Australian Industrial Relations Commission (AIRC) for settlement.
- 36.7** In dealing with the dispute, the AIRC may exercise such procedural powers as allowed to it under the Workplace Relations Act 1996, and as are necessary to resolve the dispute, including but not limited to:
- issuing directions for the conducting and adjournment of a hearing or conference to deal with matters in dispute, including directions to other persons connected to the dispute to attend proceedings;
  - taking evidence on oath or affirmation;
  - issuing directions to any relevant person for the production of documents relevant to the dispute;
  - proceeding in the absence of any party to the dispute or other person who has been notified of the proceedings;
  - issuing recommendations to the parties to the dispute relating to its resolution.
- 36.8** By agreement of the parties to the dispute, the dispute over the application of this Agreement may be alternatively referred to an independent arbitrator appointed by the University where this course of action is likely to expedite resolution of the dispute. Such independent arbitrator shall, to the extent permitted by law, have the same powers as are provided to the AIRC by this clause.
- 36.9** The parties to the dispute agree to be bound by, and to use their best efforts to ensure compliance by others with, any directions or recommendations made by the AIRC or independent arbitrator in accordance with this clause.
- 36.10** Whilst the procedure outlined by this clause is being followed, every attempt shall be made to avoid any disruption to the University's normal business operations and work processes.

<p style="text-align: center;"><b>PART D</b></p> <p style="text-align: center;"><b>HOURS OF WORK</b></p>
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**37. HOURS OF WORK**

**37.1 Ordinary hours of work**

The ordinary hours of work for all full-time employees shall be 73.5 hours per fortnight, to be worked within the spread of ordinary hours set out in Section B of the Human Resources Manual.

**37.2 Excess hours**

An employee's Head of Budget Centre shall provide an employee with time off in lieu of excess hours worked, on a time for time basis, at a mutually convenient time consistent with the operational requirements of the Budget Centre. This arrangement shall normally operate on an informal give and take basis, and is in replacement of any formal flexitime provisions that previously existed. "Excess hours" means any time worked (other than overtime) with the authorisation of the Head of Budget Centre beyond the employee's normal working day, or on a Saturday or Sunday.

**37.3 Overtime**

An employee may be required to work a reasonable amount of overtime. Provisions relating to the working of overtime, and overtime payments, are contained in Section B of the Human Resources Manual.

**37.4 Shift work**

Employees regularly rostered to work outside the spread of ordinary hours referred to in Clause 37.1 and/or to work weekends and public holidays shall be shift workers for the time so rostered and be paid a shift allowance as set out in Section B of the Human Resources Manual.

**38. MEAL AND REST BREAKS**

**38.1** An employee shall be allowed a meal break of between 30 and 60 minutes duration, which should normally commence no later than five hours after commencement of duties.

**38.2** Other rest breaks are to be taken within the general work area of the employee at the time of the break, unless otherwise agreed with the employee's Head of Budget Centre. Where employees are able to take their rest break at their work place, they shall do so without general interruption to work.

<p style="text-align: center;"><b>PART E</b></p> <p style="text-align: center;"><b>LEAVE PROVISIONS</b></p>
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## **39. ANNUAL LEAVE**

### **39.1 Entitlement**

**39.1.1** Except as otherwise provided in this clause, all full-time employees shall be entitled to 147 working hours of annual leave for each completed year of continuous service and part-time employees shall be entitled to the applicable fraction of the full-time entitlement.

Annual leave shall be:

- (i) exclusive of public holidays
- (ii) inclusive of the day immediately before Good Friday and the day immediately after Easter Tuesday and inclusive of the normal working days occurring during the period the University is closed between 25 December in one year and 1 January in the following year (except that no annual leave debit for these days shall apply where an employee elects to use time off in lieu instead).
- (iii) ordinarily given and taken in complete working days

Should an employee be required to work on a day listed under (ii) above the day shall be recredited to annual leave at the rate of one and a half days annual leave credit for each day worked.

**39.1.2** Employees shall be credited with accrued leave on a continual basis.

### **39.2 Taking of leave**

**39.2.1** An employee wishing to proceed on leave shall obtain the approval of the Head of Budget Centre and submit an application to Human Resources before the commencement of the leave.

**39.2.2** Prepayment will only be approved in exceptional circumstances such as where employees are travelling overseas, compassionate grounds or in the case of hardship.

**39.2.3** Leave shall be taken at a time mutually convenient to the employee and the Head of Budget Centre. Annual leave will not be unreasonably withheld and in the event that leave is not approved

the employee will be provided with the reasons as to why the leave was not approved.

**39.2.4** In special circumstances, and with prior approval of the Head of Budget Centre, leave may be taken in advance of the date leave becomes due. Such leave shall not exceed 10 working days.

**39.2.5** Time off in lieu of overtime shall normally be taken prior to annual leave being debited, unless otherwise specifically authorised by the Head of Budget Centre.

**39.2.6** In exceptional circumstances, the Head of Budget Centre may cancel the leave of an employee or recall the employee from leave. If the employee is likely to suffer monetary loss as a result, he or she shall advise the Head of Budget Centre. Should the Head of Budget Centre still wish to cancel the leave or recall the employee, the employee shall be entitled to be paid for reasonable losses incurred.

### **39.3 Accumulation of leave**

If annual leave credits exceed the entitlement for 2 years' leave, the affected employee shall:

- (i) be advised accordingly; and
- (ii) consult with his or her supervisor for the purpose of identifying an opportunity to take the leave at a mutually convenient time.

### **39.4 Leave on termination of employment**

On termination of employment, a continuing employee shall receive payment for all untaken annual leave credits.

A fixed-term employee shall normally be required, as part of the contract of employment, to exhaust annual leave credits prior to the end date of the appointment. With the consent of the Head of Budget Centre, if operational requirements preclude the exhausting of annual leave credits, the fixed-term employee shall receive payment for all untaken annual leave credits at the end of the appointment.

### **39.5 Payout of excess annual leave**

An employee may apply to his/her Head of Budget Centre to exercise an option to receive a lump-sum salary payment in lieu of part or all of his/her annual leave balance which, at the time of exercising the option, is in excess of 20 days. An employee cannot in any 12 month period, however, receive a payment in lieu of more than half of that 12 month accrual of annual leave. Superannuation contributions are not payable on the lump-sum salary payment.

Each application will be considered on its merits by the Head of Budget Centre in consultation with the Dean/Head of Division. Approval will have

regard to the capacity of the Budget Centre to afford the payment within its budgetary constraints.

### **39.6 Sick leave or carer's leave whilst on annual leave**

Sick leave or carer's leave may be approved for a period of time whilst the employee is on approved annual leave where the employee produces supporting medical evidence. The period approved as sick leave or carer's leave will be re-credited to the employee's annual leave balance. The period of annual leave already approved will not be automatically extended and an employee will need to apply for any such extension to the period of leave.

## **40. LONG SERVICE LEAVE**

### **40.1 Entitlement to long service leave**

An entitlement to paid long service leave arises after the completion of 10 years continuous service with the University or other service recognised under Clause 40.8.2, with eligibility accruing at the rate of 6.5 working days leave for each completed year of service.

For the purposes of this clause, "continuous service" includes breaks of employment (including casual employment), the break between which is not more than 4 months duration.

The period of a break in employment shall not, however, be regarded as service for the purpose of calculating service for long service leave purposes.

### **40.2 Application to take long service leave**

Applications for long service leave shall be submitted to Human Resources through the employee's Head of Budget Centre. Applications for leave of four weeks or more should normally be lodged with the Head of Budget Centre not less than 6 months before the date on which the leave, if approved, is to commence. It shall be open to the Head of Budget Centre and employee to agree upon such lesser period of notice as may be appropriate in individual circumstances.

### **40.3 Taking of long service leave**

**40.3.1** Long service leave is to be taken at time(s) convenient to both the employee and the needs of the Budget Centre.

**40.3.2** A Head of Budget Centre may direct an employee to reduce their long service leave balance to 65 or more working days by the giving of reasonable notice. Before giving such a direction, however, the Head of Budget Centre shall meet with the employee to discuss the employee's preferences as to the time of taking such leave.

**40.3.3** Any disputes in relation to the reasonableness of a direction under Clause 40.3.2 shall be considered under the problem-solving, grievance and dispute settling procedure outlined in Clause 36 of this Agreement. In resolving such a grievance, regard shall be had, inter alia, to previous applications for long service leave and the reasons for rejection of any such applications.

#### **40.4 Long service leave entitlement upon termination of employment**

**40.4.1** Subject to Clause 40.4.2, where employment is terminated by either the University or the employee after an entitlement to long service leave has arisen, the employee shall be entitled to payment in lieu of long service leave not taken.

**40.4.2** Where the University terminates the employment for serious and wilful misconduct, the employee shall only be entitled to payment in lieu of long service leave not taken where the employee has completed 15 years continuous service with the University.

**40.4.3** An employee who has completed between 7 and 10 years continuous service with the University shall be entitled to a payment on termination of employment equal to the employee's accrued eligibility for long service leave where the termination of employment is due to the employee:

- (i) dying;
- (ii) being permitted or required to resign on account of sickness;
- (iii) resigning on account of domestic or other pressing necessity;
- (iv) having his/her employment terminated by the University other than for serious or wilful misconduct.

#### **40.5 Long service leave on half pay**

An employee may apply to take a period of long service leave on half pay, with the taking of such leave resulting in a debit of the long service leave entitlement equal to one-half of the period taken. Each application will be considered on its merits and approval will be subject to the convenience of the Budget Centre. Where leave on half pay is granted, the employee shall bear any additional superannuation costs.

#### **40.6 Long service leave on double pay**

For the purpose of reducing a long service leave balance, an employee may apply to his or her Head of Budget Centre to take long service leave on double pay, in return for a double debit to his or her long service leave balance. (For example, a 120 working day balance will reduce to a 60 working day balance on the taking of 30 working days long service leave on double pay.)

Each application will be considered on its merits by the Head of Budget Centre in consultation with the Dean/Head of Division. Approval will be subject to the convenience of the Budget Centre.

For the purposes of this clause, “double pay” means payment of a non-superannuable allowance equal to, and in addition to, normal salary payable whilst on long service leave. Accordingly, superannuation contributions are not payable on the additional payment.

#### **40.7 Payout of excess long service leave**

An employee may apply to his/her Head of Budget Centre to exercise an option to receive a lump-sum salary payment in lieu of part or all of his/her long service leave balance. Superannuation contributions are not payable on the lump-sum payment.

#### **40.8 Recognition of service with another employer**

**40.8.1** For employees who commenced employment with the University prior to 1 July 1996:

the University will apply the provisions of the now-repealed State Employees (Long Service Leave) Act 1950 in terms of recognising service with another employer as counting as service for long service leave purposes.

**40.8.2** For employees who commence(d) employment with the University on or after 1 July 1996:

Prior continuous service with one or more Australian university or college of advanced education will be recognised in full for the purpose of setting a start date for the accrual of long service leave. The accrued long service leave balance on commencement of employment shall, however, be confined to the immediate past employer (including continuous prior Australian university or college of advanced education service recognised by that employer) and shall (i) be limited to 32.5 days leave, and (ii) not include any accrued leave which has been taken or paid out by a previous employer, or for which the employee was entitled to a payout on termination of employment.

#### **40.9 Sick leave or carer’s leave whilst on long service leave**

Sick leave or carer’s leave may be approved for a period of time whilst the employee is on approved long service leave where the employee produces supporting medical evidence. The period approved as sick leave or carer’s leave will be re-credited to the employee's long service leave balance. The period of long service leave already approved will not be automatically extended and an employee will need to apply for any such extension to the period of leave.

### **41. PUBLIC HOLIDAYS**

The University shall observe public holidays which are officially proclaimed. Continuing and fixed-term employees, other than shiftworkers, shall not normally be required to work on these public holidays.

## 42. PARENTAL LEAVE

The University provides for both paid and unpaid parental leave for eligible employees. The procedures in relation to parental leave are contained in the Human Resources Manual. This clause sets out entitlements to paid parental leave for continuing and fixed-term employees.

### 42.1 Maternity and paternity leave

In addition to making available unpaid parental leave to employees, the University provides, in the case of continuing and fixed-term employees who commenced employment with the University at least 12 months prior to the estimated date of birth, for part or all of the period of maternity or paternity leave to be taken as paid leave, as follows:

#### (a) Maternity leave

- (i) 14 weeks paid maternity leave that shall be paid at the usual employment fraction of the employee (i.e. the rate of payment will not be varied due to any temporary changes in the employee's service fraction that result from the employee's pregnancy).
- (ii) In addition to the initial 14 weeks paid maternity leave, employees shall be entitled to an additional 12 weeks maternity leave, paid at the usual employment fraction of the employee, which shall be paid on the basis of a commitment by the employee to return to work for a period of 52 weeks following the period of maternity leave taken. This amount shall be repayable on a pro rata basis in the event that the employee resigns her employment with effect prior to the end of such 52 week period other than on account of illness or domestic or other pressing necessity (which is over and above expected domestic care responsibilities).

#### (b) Paternity leave

up to five days' paid leave. This paid component is restricted to the period through one week before the expected date and five weeks after the birth of the child.

### 42.2 Adoption leave

**42.2.1** In addition to making available unpaid adoption leave to employees, the University provides for part or all of the period of adoption leave to be taken as paid leave for continuing and fixed-term employees in the process of adopting, provided:

- (a) the child will be under the age of 5 years at the date of placement;
- (b) the child is not a child or step-child of the employee or the employee's spouse;
- (c) the child will not have been living with the employee for a continuous period of 6 months or more at the date of placement; and

- (d) the employee must have commenced employment with the University at least 12 months prior to the date of placement.

**42.2.2** The paid leave shall be as follows:

- (a) **Where the employee is the primary care-giver of the child**  
six weeks' paid leave.
- (b) **Where the employee is not the primary care-giver of the child**  
up to five days' paid leave. This paid component is restricted to the period through one week before the date of placement of the adopted child and 5 weeks after the placement.

### 43. SICK LEAVE

#### 43.1 Eligibility for sick leave

Subject to Clause 43.2 of this Agreement, sick leave shall be provided to continuing and fixed-term employees who are absent from work because of genuine personal illness or injury, excluding periods where Workers' Compensation is payable.

#### 43.2 Entitlements: Continuing appointments

Employees holding continuing appointments shall be entitled to sick leave from the commencement of employment for a 3 year period, and for each 3 year period thereafter, in accordance with the following scale:

<b>CATEGORY A: LESS THAN 3 YEARS SERVICE</b>	
22 working days	full salary
44 working days	half salary
132 working days	without salary

<b>CATEGORY B: 3 YEARS SERVICE BUT NOT MORE THAN 6 YEARS SERVICE</b>	
44 working days	full salary
66 working days	half salary
132 working days	without salary

<b>CATEGORY C: 6 YEARS SERVICE BUT NOT MORE THAN 9 YEARS SERVICE</b>	
66 working days	full salary
66 working days	half salary
132 working days	without salary

<b>CATEGORY D: GREATER THAN 9 YEARS SERVICE</b>	
<b>132 working days</b>	<b>full salary</b>
<b>66 working days</b>	<b>half salary</b>
<b>66 working days</b>	<b>without salary</b>

### 43.3 Explanatory note: Continuing appointments

Employees holding continuing appointments shall therefore have the following sick leave entitlements:

<b>FOR THE TRIENNIUM COMMENCING AT THE START OF</b>	<b>ENTITLEMENT FOR THREE-YEAR PERIOD</b>
1st year of employment	Category A
4th year of employment	Category B
7th year of employment	Category C
10th year of employment	Category D
13th year of employment	Category D
Each subsequent three-year period	Category D

The Human Resources Manual also makes provision for additional discretionary sick leave being granted.

### 43.4 Entitlements: Fixed-term employees

Fixed-term employees shall at the commencement of their employment be afforded an entitlement of up to 10 days sick leave on full pay, calculated at the rate of 10 days sick leave per annum. By way of example, an employee appointed for a 6 month period shall have a sick leave entitlement of 5 days for the duration of that appointment.

A further entitlement shall accrue at each anniversary of commencement of appointment. Unused sick leave entitlements from one year shall carry forward and form part of the employee's sick leave entitlements available for use in the following year.

Fixed-term employees who have been continuously employed on a fixed-term basis for longer than 6 years shall be entitled to sick leave in accordance with the provisions that apply to continuing employees. Accordingly, at the commencement of the 7th year of continuous fixed-term employment an employee shall have their existing sick leave balance replaced by the entitlement that applies to a Category C employee under Clause 43.2. At the commencement of the 10<sup>th</sup> year, and at the commencement of each subsequent three-year period, the employee shall have a sick leave entitlement that applies to a Category D employee.

### **43.5 Notification of absence**

Employees shall provide the University with as much prior notice as is practicable of the commencement of sick leave, and advise their supervisor and/or Head of Budget Centre of the following:

- (i) the estimated length of the absence; and
- (ii) where the University is likely to have to make special arrangements for the rehabilitation or care of the employee upon a return to work, the nature of the illness or injury.

The University may decline to pay sick leave if such notice is not received, or the employee cannot demonstrate reasonable attempts to provide such notice.

### **43.6 Application for sick leave**

An employee seeking sick leave shall forward an appropriately completed and authorised sick leave application form to Human Resources, with medical certification attached.

### **43.7 Requirement for medical certification**

Absences of 3 or more consecutive days must be supported by medical certification. No more than 5 days sick leave without medical certification shall be allowed in any sick leave year (ie. in any 12 month period from date of commencement or the anniversary of date of commencement). This 5 days is inclusive of any carer's leave taken in the same sick leave year for which a medical certificate is not submitted with the leave claim.

### **43.8 Dental and medical appointments**

Sick leave may be claimed for emergency medical and dental appointments, which are appropriately supported by a certificate from the treating medical or dental practitioner.

Where possible, non emergency medical and dental appointments shall be arranged as follows:

- (i) before or after work;
- (ii) during meal breaks; or
- (iii) as time off in lieu of overtime or excess hours worked.

## **44. CARER'S LEAVE**

### **44.1 Eligibility for carer's leave**

Where a continuing or fixed-term employee is required to be absent from work to care for a sick or injured spouse or partner or immediate family member (including a child, parent, grandparent, grandchild or sibling) of either the employee or the employee's spouse or partner, and the employee has responsibility for the ongoing care of that person, the employee may access up to 5 days in any sick leave year of their available

sick leave entitlements under Clause 43.2 or Clause 43.4 of this Agreement for the period of necessary absence from work. Available sick leave entitlements shall be reduced accordingly.

#### **44.2 Accessing other leave entitlements**

Where an employee needs to be absent for more than 5 days in any sick leave year for carer's leave purposes, the employee may apply to access annual leave, long service leave, or time off in lieu of overtime or excess hours worked.

#### **44.3 Notification of absence**

Employees shall provide the University with as much prior notice as is practicable of the commencement of carer's leave, and advise their supervisor and/or Head of Budget Centre of the following:

- (i) the estimated length of the absence; and
- (ii) the relationship to the person being cared for.

The University may decline to pay carer's leave if such notice is not received, or the employee cannot demonstrate reasonable attempts to provide such notice.

#### **44.4 Application for carer's leave**

An employee seeking carer's leave shall forward an appropriately completed and authorised carer's leave application form to Human Resources, with medical certification attached relating to the person being cared for.

#### **44.5 Requirement for medical certification**

Medical Certification relating to the person being cared for shall ordinarily be required for an employee to qualify for carer's leave. However, up to 5 days carer's leave may be accessed in any sick leave year upon the production of other evidence of sickness or injury to the person being cared for, satisfactory to the Head of Budget Centre. This 5 days is inclusive of any sick leave taken in the same sick leave year for which a medical certificate is not submitted with the leave claim. Any absence of three or more consecutive days must be supported by medical certification.

### **45. BEREAVEMENT LEAVE**

**45.1** In the event of the death of a spouse or partner or near relative of an employee, the Head of Budget Centre may grant to a continuing or fixed-term employee special leave of absence on full pay for a period of up to 3 working days. Additional paid or unpaid leave may be granted in extenuating circumstances, such as for death of a spouse or partner or where an employee needs time off work to organise funeral arrangements.

**45.2** In granting such leave, the Head of Budget Centre should not unreasonably refuse to grant any other accrued leave entitlement as sought by the employee to be taken in conjunction with the period of approved bereavement leave.

**45.3** Proof of such death, in the form of a death notice or other written evidence, may be required by the University.

**45.4** Bereavement leave may also be approved in substitution for annual leave or long service leave already approved. The period approved as bereavement leave will be re-credited to the employee's annual leave or long service leave balance. The period of annual leave or long service leave already approved will therefore not be automatically extended and an employee will need to apply for any such extension to the period of leave.

## **46. SPECIAL LEAVE WITH AND WITHOUT PAY**

### **46.1 Special leave with pay**

The Head of Budget Centre may, in special circumstances, grant a continuing or fixed-term employee special leave of absence on full pay not exceeding 5 working days in any one calendar year.

### **46.2 Special leave without pay**

The Head of Budget Centre may, in special circumstances, grant a period of leave without pay to a continuing or fixed-term employee under such conditions as considered appropriate. Extended periods of leave without pay will only be granted where exceptional circumstances exist.

Where an employee is granted special leave without pay for any discrete period greater than 20 working days, that leave shall not be regarded as service for the purpose of accrual of annual leave and long service leave.

## **47. OTHER LEAVE**

### **47.1 Study and examination leave**

#### **47.1.1 Courses undertaken at the option of the employee**

Employees holding continuing appointments, and in special circumstances fixed-term employees, may be allowed up to 5 hours time off on full pay each week (to be treated as on duty) to attend classes or examinations in approved courses relevant to their existing job role or for succession planning purposes.

Where an employee wishes to repeat subjects failed in the preceding year (for which time-off was granted), time to attend classes or examinations may be made conditional upon such time off being taken, either wholly or in part, as time off in lieu of

overtime or excess hours worked, at the discretion of the Head of Budget Centre.

#### **47.1.2 Courses undertaken as required by the University**

If the University requires an employee to undertake courses of study in order to acquire additional skills or qualifications relevant to the employee's position, then the University shall be responsible for the payment of all fees for such courses, including HECS.

#### **47.2 Jury service**

A continuing or fixed-term employee required to attend jury service shall, upon presentation of a claim supported by evidence from the court of being called for duty, be granted the necessary paid leave of absence for this purpose.

#### **47.3 Defence Reserve training**

**47.3.1** All continuing and fixed-term employees required to undertake full-time training as part of their service in the Defence Reserve shall be entitled to such necessary leave of absence to fulfil their commitments on full pay for up to 10 working days each calendar year. In order to qualify for this paid leave, a Defence Reservist must provide to the University reasonable advance notice of the training he/she is required to attend.

**47.3.2** Such leave of absence shall be counted as service for all purposes.

**47.3.3** The Human Resources Manual also makes provision for additional discretionary Defence Reserve training leave being granted.

#### **47.4 Emergency services leave**

**47.4.1** Leave shall be granted to registered members of the State Emergency Service, Fire Service or other emergency service in times of pressing necessity. "Pressing necessity" includes local emergencies such as bush fire or flood, not necessarily directly affecting the employee or their property.

**47.4.2** Special leave so allowed shall be on full pay subject to the employee producing evidence on their return to University duties that they were engaged in emergency services during the whole of the period of absence.

# **PART F**

## **MISCELLANEOUS**

### **48. RESIDENTIAL PASTORAL CARE STAFF**

**48.1** Parts B (other than Clause 11 - Superannuation), C, D and E of this Agreement shall not apply to employees engaged by the University to provide pastoral care to residential students.

**48.2** Where such employees are provided with accommodation for which they pay rent they will be charged rent equal to the self-catered rate being charged by the University and will be paid a salary equal to this amount.

### **49. FARM HANDS, SHED HANDS AND PIECEWORKERS**

**49.1** Parts B (other than Clause 11 - Superannuation), C, D and E of this Agreement shall not apply to employees engaged as casual farm hands, casual shed hands or pieceworkers at the University farms.

**49.2** Shearers and casual shed hands will be paid in accordance with the Shearing Industry Award of the Tasmanian Industrial Commission.

**49.3** Casual farm hands will be paid in accordance with the Farming & Fruit Growing Award of the Tasmanian Industrial Commission.

### **50. PROTECTIVE CLOTHING AND EQUIPMENT**

**50.1** Where an employee works in a situation where protective clothing and equipment is required, the University shall supply and maintain all such clothing and protective equipment.

**50.2** The University shall be responsible for providing or subsidising any special clothing or equipment (eg. tents, rucksacks, wet suits) needed by employees in the course of carrying out their duties.

**50.3** The University may require the return of any such University property when the employee's employment ceases.

### **51. COMPENSATION FOR LOSS OR DAMAGE TO PERSONAL PROPERTY**

If in the course of carrying out official duties, an employee suffers loss or damage to personal property, and this loss or damage is caused:

- (i) by lack of reasonable care by the University or its staff in the execution of their duties; or
- (ii) by a defect in the University's materials or equipment; or
- (iii) by the employee in the course of protecting the University's property from loss or damage,

then the University shall accept responsibility for reasonable reimbursement to the employee.

## **52. HUMAN RESOURCES MANUAL**

The University will develop, maintain and apply policies and/or procedures to be contained in the Human Resources Manual in relation to:

- (i) Allowances/reimbursements schedule
- (ii) Employment flexibility
- (iii) General appointment principles
- (iv) Staff access to personal file
- (v) Parental leave
- (vi) Workplace Relations Training leave
- (vii) Harassment and Discrimination Policy
- (viii) Compulsory relocation
- (ix) General Staff Termination of Employment and Disciplinary Action Procedures.

The University will consult with employees generally before making any changes to the above policies and/or procedures.

No changes shall be implemented by the University prior to the conclusion of a consultation period, normally of between four and six weeks' duration, commencing from when employees are notified of the proposed changes.

A meeting of the Joint Consultative Committee shall be convened within five working days of a request by a member of the Joint Consultative Committee for such a meeting for the purpose of discussing the proposed changes within the consultation period.

Given that the policies and procedures listed above sit outside and do not form part of this Agreement, any dispute regarding changes to these policies and procedures does not constitute a dispute regarding the application of a provision of this Agreement.

## **53. ACCESS TO PERSONAL FILE**

Human Resources shall maintain, on behalf of the University, the official confidential personal file for each continuing and fixed-term employee. The

procedures relating to the means by which an employee may access his/her personal file are contained in the Human Resources Manual.

#### **54. STAFF ACCESS TO THIS AGREEMENT**

Employees covered by this Agreement shall have access to either a hard copy or electronic version of this Agreement and Allowances/reimbursements Schedule, together with other personnel policies and procedures, which shall be maintained by Human Resources.

The electronic version may be accessed from the Human Resources website at the following address:

**<[www.utas.edu.au/hr](http://www.utas.edu.au/hr)>**

Signed for the **University of Tasmania** (ABN 30 764 374 782)

.....  
**Professor Daryl Le Grew**  
**Vice-Chancellor**  
Private Bag 51, Hobart TAS 7001

(The Vice-Chancellor holds authority to sign a workplace agreement by virtue of University of Tasmania Ordinance 3)

Witnessed by:

Name in full: .....

Signature: .....

Address: .....

Signed for the **Liquor, Hospitality and Miscellaneous Union** (ABN 15 388 290 057)

Name in full: .....

Signature: .....

Address: .....

Authority: .....

Witnessed by:

Name in full: .....

Signature: .....

Address: .....

Signed for the **Community and Public Sector Union** (ABN 30 987 910 747)

Name in full: .....

Signature: .....

Address: .....

Authority: .....

Witnessed by:

Name in full: .....

Signature: .....

Address: .....

Signed for the **Health Services Union of Australia** (ABN 80 085 253 953)

Name in full: .....

Signature: .....

Address: .....

Authority: .....

.....

Witnessed by:  
Name in full: .....

Signature: .....

Address: .....

**Signed for the National Tertiary Education Industry Union (ABN 38 579 396 344)**

Name in full: .....

Signature: .....

Address: .....

Authority: The authority of the National Assistant Secretary to sign a workplace agreement arises from the registered rules of the NTEU, specifically Rule 21.

Witnessed by:  
Name in full: .....

Signature: .....

Address: .....

**END OF GENERAL STAFF AGREEMENT 2006-2008**