

## SUMMARY OF PROPOSED UNIVERSITY OF WESTERN SYDNEY PROFESSIONAL STAFF AGREEMENT 2014

- In preparation for the forthcoming staff vote, this document:
  - provides a summary of the terms and the effect of the proposed *University of Western Sydney Professional Staff Agreement 2014* (“**Proposed Agreement**”); and
  - summarises the main changes between the current *University of Western Sydney General Staff Agreement 2009-2012* (“**Current Agreement**”) and the Proposed Agreement.
- It is important that you read this document carefully. In addition, you should also read and understand the Proposed Agreement. If the Proposed Agreement comes into effect, it will set out your terms and conditions of employment with the University.
- If you have any questions regarding the Proposed Agreement, please contact your Senior HR Business Partner or bargaining representative.
- Employees from non-English speaking backgrounds or other employees who may be having trouble reading or understanding any of the information set out below should contact their Senior HR Business Partner or bargaining representative to be provided with additional assistance.
- Details of the Senior HR Business Partner for all Schools and work units may be accessed here:  
[http://www.uws.edu.au/\\_\\_data/assets/pdf\\_file/0009/461088/2013\\_HR\\_Strategy\\_and\\_Services\\_Business\\_Portfolios\\_03.pdf](http://www.uws.edu.au/__data/assets/pdf_file/0009/461088/2013_HR_Strategy_and_Services_Business_Portfolios_03.pdf)

ITEM	CLAUSE TITLE/TOPIC	CLAUSE #: PROPOSED	CLAUSE #: CURRENT	SUMMARY
1.	<b>Agreement title</b>	1	1	The title of the Proposed Agreement is the <i>University of Western Sydney Professional Staff Agreement 2014</i> .
2.	<b>Definitions</b>	2	3	This clause defines the terms used throughout the Proposed Agreement.
3.	<b>Definition of “Aboriginal and Torres Strait Islander Peoples”</b>	2.1(a)	<b>N/A – new provision</b>	A new definition of “Aboriginal and Torres Strait Islander Peoples” has been included in the Proposed Agreement. “Aboriginal and Torres Strait Islander Peoples” means a person of Aboriginal or Torres Strait Islander descent who identifies as an Aboriginal or Torres Strait Islander person and is accepted as such by their Aboriginal and Torres Strait Islander community.

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4.	Definition of "Concessional Day(s)"	2.1(f)	N/A – new provision	A new definition of "Concessional Day(s)" has been included in the Proposed Agreement. "Concessional Day(s)" means days between Christmas Day and New Year's Day on which employees other than casual employees receive payment but are not required to attend for duty unless expressly directed to do so.
5.	Definition of "Employment Executive Member"	2.1(i)	N/A – new provision	A new definition of "Employment Executive Member" has been included in the Proposed Agreement. "Employment Executive Member" means the University Executive member responsible for employment or the Employment Executive Member's nominee.
6.	Definition of "Medical Appointment"	2.1(j)	N/A – new provision	A new definition of "Medical Appointment" has been included in the Proposed Agreement. "Medical Appointment" means a reservation for an employee to receive advice, assessment or treatment from a Registered Health Practitioner (refer Item 9).
7.	Definition of "Nominal Expiry Date"	2.1(l)	N/A – new provision	A new definition of "Nominal Expiry Date" has been included in the Proposed Agreement. "Nominal Expiry Date" means 31 January 2017.
8.	Definition of "NES"	2.1(k)	N/A – new provision	A new definition of "NES" has been included in the Proposed Agreement. "NES" means the National Employment Standards contained in sections 59 to 131 of the Fair Work Act as varied or replaced from time to time.
9.	Definition of "Registered Health Practitioner"	2.1(o)	N/A – new provision	A new definition of "Registered Health Practitioner" has been included in the Proposed Agreement. "Registered Health Practitioner" means a health practitioner registered, or licensed, as a health practitioner (or as a health practitioner of a particular type), under a law of a state or territory that provides for the registration or licensing of health practitioners (or health practitioners of that type).
10.	Term of the Agreement	3	7	This clause provides that the Proposed Agreement will commence seven days after the date on which it is approved by the Fair Work Commission and will remain in effect until its Nominal Expiry Date of 31 January 2017.
11.	Application of the Agreement	4	2	This clause specifies the classes of employees to whom the Proposed Agreement will apply.

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12.	<b>Coverage of the Agreement</b>	5	4	This clause specifies the parties that will be covered, and bound, by the Proposed Agreement.
13.	<b>Individual Flexibility Arrangements</b>	6	6	<p>This clause provides that the University and an individual employee may agree to vary the effect of the Proposed Agreement by agreeing to enter into an individual flexibility arrangement. The matters in respect of which an individual flexibility arrangement may be made are:</p> <ul style="list-style-type: none"> <li>○ the taking of purchased annual leave of up to 4 weeks per year in addition to the annual leave provided for by the Proposed Agreement;</li> <li>○ the taking of additional leave without pay consequent upon the birth or adoption of a child in addition to the leave provided for by the Proposed Agreement;</li> <li>○ accelerated leave arrangements for the taking of annual leave in circumstances where an employee's annual leave balance exceeds 60 days, provided that such leave can be accessed at a rate no higher than double pay (with a commensurate reduction in the employee's annual leave balance), and the employee has not previously entered into such an arrangement during the term of the Proposed Agreement; and</li> <li>○ the cashing out of an annual leave balance of more than 60 days to reduce the balance to not less than 30 days, provided that the employee has not previously entered into such an arrangement during the term of the Proposed Agreement, and the employee takes and the University grants a minimum of 10 days' annual leave within 3 months of the cashing out.</li> </ul>
14.	<b>Implementation Committee</b>	7	8	<p>This clause outlines the role and composition of the Implementation Committee, and also provides that:</p> <ul style="list-style-type: none"> <li>○ the role of the Implementation Committee is to facilitate implementation of the Proposed Agreement;</li> <li>○ the Implementation Committee will meet at least once every quarter;</li> <li>○ the Implementation Committee will be chaired alternately by a Union representative or a representative of the University; and</li> <li>○ the University will keep and distribute minutes of Implementation Committee meetings.</li> </ul>
15.	<b>Renegotiation of the Agreement</b>	8	10	This clause deals with the renegotiation of the Proposed Agreement, and also provides that the parties will meet no later than 6 months prior to the Nominal Expiry Date to discuss and arrange a schedule of regular meetings to commence the renegotiation of a replacement agreement.

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16.	Availability of the Agreement	9	11	This clause sets out how employees can access a copy of the Proposed Agreement.
17.	No Extra Claims	10	5	This clause specifies that, during the term of the Proposed Agreement, the parties to the Proposed Agreement will not pursue any further claims in relation to matters covered by the Proposed Agreement except as provided for by the Proposed Agreement.
18.	Dispute settlement	11	9	This clause sets out the mechanism for dealing with disputes relating to any matters arising under the Proposed Agreement or the National Employment Standards.
19.	Terms of Engagement	12	13	This clause deals with information for employees on terms of engagement, payment of salaries and annualised rates of pay.
20.	Probation	13	14	This clause sets out the probationary process that is to be followed in relation to Professional staff. It also allows for a probationary period to be extended where the employee has been absent from the workplace for any reason to such an extent that it is not possible to assess their performance during the probationary period.
21.	Categories of Employment	14.1-14.31	12(1)-(31)	This clause sets out the categories of employment in which Professional staff may be engaged by the University, namely ongoing, part-time, fixed-term, and casual employment. It also contains the conversion provisions applicable to fixed-term and casual employees.
22.	Apprenticeships and Traineeships	14.32-14.37	12(32)-(38)	These subclauses deal with apprenticeships and traineeships. The previous provision dealing with a review by (former) Colleges and Divisions to determine opportunities for the establishment of traineeship programs has now been deleted, as the review was completed during the term of the Current Agreement.
23.	Pay Rates	15	16	This clause: <ul style="list-style-type: none"> <li>○ acknowledges that salaries were increased by 3% with effect from the first full pay period in April 2014;</li> </ul>

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				<ul style="list-style-type: none"> <li>○ provides that salaries will be increased as follows: <ul style="list-style-type: none"> <li>- 3% effective from the first full pay period in April 2015;</li> <li>- 3.25% effective from the first full pay period in April 2016; and</li> <li>- 3.75% effective from the first full pay period in April 2017; and</li> </ul> </li> <li>○ provides that the first effective date for the first salary increase under any agreement that replaces the Proposed Agreement will be the start of the first full pay period after the date on which the new agreement is approved by the Fair Work Commission. If the start date of this first full pay period is more than 12 months after the last salary increase under the Proposed Agreement (“First Anniversary Date”), then the University will back date the first salary increase under the new enterprise agreement to the First Anniversary Date.</li> </ul>
24.	Superannuation	16	18	<p>This clause deals with superannuation, and also provides that:</p> <ul style="list-style-type: none"> <li>○ the University will now make 17% employer superannuation contributions for a fixed-term employee subject to the following: <ul style="list-style-type: none"> <li>- the employee is on a second or subsequent fixed-term contract;</li> <li>- the second or subsequent contract is for a term of 1 year or more;</li> <li>- the second or subsequent contract commenced immediately after the expiry of the employee’s previous contract; and</li> <li>- if the second or subsequent contract was in place at the date of commencement of the Proposed Agreement, the contribution will be made from the date of commencement of the Proposed Agreement; or</li> <li>- if the second or subsequent contract is entered into after the date of commencement of the Proposed Agreement, the contributions will be made from the date of commencement of the second or subsequent contract; and</li> </ul> </li> <li>○ if an employee (other than a casual employee) takes a period of maternity leave without pay in accordance with the Proposed Agreement, the University will make: <ul style="list-style-type: none"> <li>- 17% employer superannuation contributions; or</li> <li>- Employer superannuation contributions at the percentage rate at which employer contributions were made when the Employee commenced maternity leave,</li> </ul> <p>whichever is lesser, for the first 3 months of the period of maternity leave without pay based on the employee’s</p> </li> </ul>

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				base rate of pay at the time at which the employee commenced maternity leave (subject to the pro rata provisions prescribed by subclause 37.6 of the Proposed Agreement, which deals with the maternity leave entitlements of employees who have less than 1 year of continuous paid service prior to the commencement of paid maternity leave).
25.	Salary Packaging	17	17	This clause deals with the salary packaging options available to employees.
26.	Annual Leave Loading	18	32	This clause deals with annual leave loading.
27.	Meal Allowance	19	21	This clause deals with meal allowances.
28.	On-Call Allowance	20	22	This clause deals with the payment of an on-call allowance in certain circumstances.
29.	On-Call Allowance for Information Technology Services Staff	21	N/A – new provision	<p>This is a new clause that:</p> <ul style="list-style-type: none"> <li>○ provides for the payment of an hourly, 20% allowance to employees engaged within Information Technology Services (“ITS”) in certain specified circumstances;</li> <li>○ defines “on-call” to mean “the situation in which an ITS employee is required to be contactable and available for duty at all times during a rostered period for emergency, remote monitoring, maintenance and/or breakdown work. The on-call service should not be used to cover work that can be characterised as routine or expected, or to provide non-urgent support for projects or functions that could be provided during normal business hours”;</li> <li>○ provides for working on-call to be voluntary unless there is an absence of sufficient volunteers and employees who have agreed to be on-call, in which case working on-call may be required subject to: <ul style="list-style-type: none"> <li>- operational requirements;</li> <li>- current work arrangements of affected employees (ie. those who are required to work on-call);</li> <li>- personal circumstances of affected employees; and</li> <li>- to the extent possible, the even distribution of on-call responsibilities across affected employees.</li> </ul> </li> </ul>
30.	Car Kilometre	22	23	

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	<b>Allowance and Journeys Requiring Temporary Residence</b>			This clause deals with the circumstances in which a car kilometre allowance will be payable, and the payment of expenses where an employee is directed by the University to work away from their nominated work location and has approval to nominate a temporary residence.
<b>31.</b>	<b>Hours of Work</b>	<b>23</b>	<b>26</b>	This clause deals with ordinary hours of work. It also contains a provision requiring the University to consult with employees about changes to their regular roster or ordinary hours of work, which is consistent with new requirements introduced by the Fair Work Act.
<b>32.</b>	<b>Standard Working Hours</b>	<b>24</b>	<b>27</b>	This clause prescribes the standard hours of work for Professional staff.
<b>33.</b>	<b>Meal Breaks</b>	<b>25</b>	<b>28</b>	This clause deals with meal breaks.
<b>34.</b>	<b>Workloads</b>	<b>26</b>	<b>30</b>	This clause deals with the allocation and monitoring of workloads for Professional staff.
<b>35.</b>	<b>Career Planning and Development</b>	<b>27</b>	<b>41</b>	<p>This clause deals with the provision of career planning and development opportunities to employees, and also provides that:</p> <ul style="list-style-type: none"> <li>○ the University will provide employees with a range of centrally-funded training and development opportunities through the Organisational Development Unit and externally delivered programs related to the work of the University. In this regard, the University intends to spend no less than \$4,200,000 per annum in real terms of over the life of the Proposed Agreement, which is equal to its expenditure on professional staff development in 2013;</li> <li>○ the University will no longer report annually to employees and the Implementation Committee on the distribution of career development opportunities and funds;</li> <li>○ the University will, however inform the Unions at least twice per calendar year of the steps being taken by the University in relation to training and development generally; and</li> <li>○ provisions in the Current Agreement that deal with the temporary appointment of employees to higher classified positions have been moved to clause 29 of the Proposed Agreement.</li> </ul>
<b>36.</b>	<b>Position Classification</b>	<b>28</b>	<b>15</b>	

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	<b>and Broadbanding</b>			<p>This clause deals with position classifications, reclassifications and broadbanding, and also provides that:</p> <ul style="list-style-type: none"> <li>○ employees will be required to undertake the responsibilities outlined in the position description applicable to their position, however an employee will not be required to undertake duties that are not in their position description on an ongoing basis unless the employee and their supervisor have agreed that an application for reclassification will be made at an appropriate time based on the extra duties representing a material change in the employee's duties;</li> <li>○ the clause expressly provides that personal and gender identifying information on a position holder will not be used to assess the position for reclassification;</li> <li>○ only 1 submission for reclassification in respect of a position in any 12 month period;</li> <li>○ a submission for reclassification should ordinarily be made within 2 months of a material change to the employee's duties;</li> <li>○ a submission for reclassification that is supported by the employee's supervisor and forwarded to the relevant manager must now include the following information: <ul style="list-style-type: none"> <li>- when the employee's duties changed;</li> <li>- reasons justifying the change in the employee's duties;</li> <li>- how the changed duties align with the requirements of the relevant work unit; and</li> <li>- reasons justifying any delay in applying for reclassification;</li> </ul> </li> <li>○ the Classification Panel may request relevant information about the position under review from the University, the employee making the submission and/or the employee's supervisor prior to completing its review; and</li> <li>○ the Classifications Sub-Committee of the Implementation Committee will be disbanded.</li> </ul>
37.	<b>Higher Duties</b>	29	20	This clause deals with appointments to higher duties (note that some provisions in this clause have been moved from the Career Planning and Development clause).
38.	<b>Flexible Work Provisions</b>	30	<b>N/A – new provision</b>	This is a new clause that provides an overview of the flexible work provisions contained in the Proposed Agreement.
39.	<b>Right to Request Flexible Working Arrangements</b>	31	19	<p>This clause:</p> <ul style="list-style-type: none"> <li>○ has been amended to reflect the flexible working arrangements provisions contained in the Fair Work Act;</li> </ul>



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				<ul style="list-style-type: none"> <li>○ provides that a request for flexible working arrangements may be made by ongoing and fixed-term employees with at least 12 months' service, and casual employees who have been engaged on a regular and systematic basis for at least 12 months immediately prior to making the request and have a reasonable expectation of ongoing employment on a regular and systematic basis;</li> <li>○ prescribes the circumstances in which an eligible employee may make a request for flexible working arrangements;</li> <li>○ provides examples of the types of flexible working arrangements that may be requested;</li> <li>○ sets out how a request for flexible working arrangements must be made; and</li> <li>○ prescribes the circumstances in which the University may refuse a request for flexible working arrangements.</li> </ul>
40.	<b>Flexible Hours of Work Scheme</b>	32	29	<p>This clause deals with the flexible hours of work scheme, and also provides that:</p> <ul style="list-style-type: none"> <li>○ if an employee elects to leave the flexible hours of work scheme, the employee can now only re-join the scheme with the University's approval;</li> <li>○ an employee may vary their daily start and finish times within the bandwidth hours if the variation does not have a detrimental impact on the operational needs of the work area, and the employee's supervisor approves the variation (provided that such approval will not be unreasonably withheld);</li> <li>○ an employee can accrue time credit for working more than 7 hours a day provided that there is an operational need for the additional hours to be worked, and the employee's supervisor approves the working of the additional hours (provided that such approval will not be unreasonably withheld); and</li> <li>○ flex leave in advance may now only be taken with the approval of the relevant Dean or Director.</li> </ul>
41.	<b>Annual Leave</b>	33	31	<p>This clause deals with the accrual, and taking, of annual leave. It also provides that:</p> <ul style="list-style-type: none"> <li>○ the University may now direct an employee to take annual leave during a shutdown period occurring in the week of 25 December and the week of New Year's Day on days other than public holidays and Concessional Days (refer Item 4); and</li> <li>○ employees, other than casual employees, who are directed to attend work on a Concessional Day(s) will be entitled to take the day(s) at other times approved by their supervisor.</li> </ul>
42.	<b>Long Service Leave</b>	34	33	<p>This clause deals with the accrual, and taking, of long service leave. It also provides that:</p>

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				<ul style="list-style-type: none"> <li>○ the University will now recognise an ongoing or fixed-term employee’s prior casual service with the University, provided that the casual service was: <ul style="list-style-type: none"> <li>- performed on a regular and systematic basis;</li> <li>- for a minimum period of 12 months without a break of more than 2 months on any single occasion; and</li> <li>- immediately in conjunction with the period of ongoing or fixed-term employment.</li> </ul> </li> </ul>
43.	Personal Leave	35	34	This clause deals with the accrual, and taking, of personal leave.
44.	Sick Leave	36	35	<p>This clause deals with the accrual, and taking, of sick leave. It also provides that:</p> <ul style="list-style-type: none"> <li>○ an employee is now entitled to take sick leave to attend a Medical Appointment (refer Item 6) during working hours provided that the employee supplies the University with proof of attendance at the appointment as soon as reasonably practicable;</li> <li>○ proof of attendance may include a medical certificate, a letter from the Registered Health Practitioner (refer Item 9) who the employee attends, a receipt for medical services rendered or, where agreed by the University, a document containing the requirement for the employee to attend a Medical Appointment(s) in future; and</li> <li>○ changes in terminology have been made throughout the balance of the clause to reflect the fact that sick leave may now be taken to attend a Medical Appointment.</li> </ul>
45.	Parental Leave	37	36	<p>This clause deals with the accrual, and taking, of parental leave. Parental leave includes maternity leave, adoption leave, foster parent leave, and partner leave. It also provides that where an employee works reduced hours at any time following their return to work from a period of maternity or adoption leave, the rate of pay at which any subsequent period of paid maternity or adoption leave will be provided will now be based on the average rate of pay received by the employee:</p> <ul style="list-style-type: none"> <li>○ in the 52 weeks preceding the subsequent period of paid maternity or adoption leave; or</li> <li>○ during the period since the employee returned from the earlier period of maternity or adoption leave;</li> </ul> <p>whichever is less.</p>
46.	Jury Services and	38	25	

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	<b>Witnesses</b>			This clause deals with circumstances in which an employee is required to attend court for jury service or as a witness.
<b>47.</b>	<b>Australian Defence Force Reserves Training Leave</b>	<b>39</b>	<b>37</b>	This clause deals with the provision of leave to an ongoing or fixed-term employee who serves in the Australian Defence Force Reserves.
<b>48.</b>	<b>Emergency Services Call Out Leave</b>	<b>40</b>	<b>38</b>	This clause deals with the provision of leave to an employee who is a member of an accredited voluntary Emergency Services organisation and provides assistance during an emergency declared by authority of the <i>State Emergency Service Act 1989 (NSW)</i> .
<b>49.</b>	<b>Leave Without Pay</b>	<b>41</b>	<b>39</b>	This clause deals with the provision of leave without pay to ongoing and fixed-term employees.
<b>50.</b>	<b>Family Violence</b>	<b>42</b>	<b>N/A – new provision</b>	<p>This is a new clause, which provides that:</p> <ul style="list-style-type: none"> <li>○ the University agrees to the availability of certain practical measures to assist employees who are experiencing family violence;</li> <li>○ employees who are experiencing family violence can access their personal/carer’s leave for the purpose of attending related appointments or commitments, and the University may grant additional paid leave to an employee; and</li> <li>○ a right to request flexible working arrangements to deal with family violence may also exist (refer Item 39).</li> </ul>
<b>51.</b>	<b>Public Holidays</b>	<b>43</b>	<b>40</b>	This clause deals with the public holidays to which ongoing and fixed-term employees are entitled.
<b>52.</b>	<b>Organisational Change</b>	<b>44</b>	<b>49</b>	This clause prescribes the process that is to be followed in the event of organisational change.
<b>53.</b>	<b>Job Security and Outsourcing</b>	<b>45</b>	<b>46</b>	This clause deals with job security and outsourcing.
<b>54.</b>	<b>Redeployment and Redundancy</b>	<b>46</b>	<b>57</b>	This clause deals with redeployment and redundancy in the event of organisational change.

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55.	Managing Ill Health or Injury	47	54	<p>This clause is entitled “Separation of Employment on the Grounds of Ill Health” in the Current Agreement. Major features of the clause are as follows:</p> <ul style="list-style-type: none"> <li>○ the process will be suspended if an employee applies to their superannuation fund for ill health retirement or temporary disability benefit and the application is supported by the University. The process will not apply if the application is accepted by the fund. If the application is not accepted, the process will resume;</li> <li>○ the University can require an employee to undergo an independent medical examination where it reasonably considers that: <ul style="list-style-type: none"> <li>- the employee’s ability to perform or resume their duties is in doubt due to illness or injury and it is unclear whether the employee will be able to perform or resume their duties within a reasonable period of time; or</li> <li>- the health, safety or welfare of the employee and/or other employees and/or students may be at risk of being adversely affected by the employee’s illness or injury;</li> </ul> </li> <li>○ the University will provide the employee with at least 2 weeks’ notice of the requirement to undergo a medical examination unless there is concern regarding imminent harm to the employee, in which case the employee will be required to attend the examination as soon as reasonably practicable. An employee may also elect to attend an examination sooner if it is reasonably practicable to do so;</li> <li>○ an employee who is required to undergo a medical examination may be placed on sick leave or elect to utilise some other form of accrued leave pending conclusion of the process;</li> <li>○ if an employee is deemed fit to perform or resume their duties either immediately or within 12 months, the medical report will be used by the University as the basis on which to plan the employee’s return to work;</li> <li>○ if an employee is deemed unfit to perform or resume their duties within 12 months, the University may notify the employee of its intention to terminate their employment on medical grounds, in which case the employee may elect to have the medical report reviewed by an alternative practitioner or specialist nominated by the University;</li> <li>○ where the University terminates the employment of an employee on medical grounds, the employee will be provided with payment in lieu of the notice period contained in the employee’s contract of employment or payment in lieu of 6 months’ notice, whichever is greater;</li> <li>○ an employee who has been deemed unfit may be provided with the option to resign rather than having their employment terminated by the University on medical grounds;</li> <li>○ if an employee refuses or fails without reasonable cause to attend a medical examination, the University will provide the employee with an opportunity to show cause why their employment should not be terminated. If the employee cannot show reasonable cause, their employment may be terminated effective immediately with payment in lieu of 4 weeks’ notice;</li> </ul>

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				<ul style="list-style-type: none"> <li>○ a refusal or failure to attend a medical examination will not, however, constitute Misconduct or Serious Misconduct;</li> <li>○ the clause does not apply to employees who are in receipt of workers compensation benefits;</li> <li>○ the clause does not preclude the University from taking any action it considers necessary to meet its obligations under work health and safety legislation; and</li> <li>○ the clause does not give the University the right to terminate employment for reason of an employee’s ill health or injury where the employee is on paid sick leave.</li> </ul>
56.	<b>Unsatisfactory Performance</b>	48	51	<p>This clause prescribes the process to be followed for dealing with unsatisfactory performance. The process prescribed by the clause has been aligned with the University’s new School structure, which was introduced during the life of the Current Agreement.</p>
57.	<b>Misconduct or Serious Misconduct</b>	49	52	<p>This clause introduces a new process for dealing with alleged misconduct or serious misconduct. It applies to all employees other than casual employees and employees serving a probationary period. Major features of the clause are as follows:</p> <ul style="list-style-type: none"> <li>○ research misconduct is no longer covered by the clause. Rather, it is dealt with by way of a separate prescribed process (refer Item 58);</li> <li>○ new definitions of “Disciplinary Action,” “Misconduct” and “Serious Misconduct” have been introduced;</li> <li>○ the making of frivolous, vexatious, or bad faith complaints/allegations will now be dealt with as alleged misconduct or serious misconduct;</li> <li>○ at any stage during the disciplinary process, the University and the employee may now agree to place the process on hold for up to 10 working days (or longer period as agreed) and enter into confidential, and without prejudice discussions with a view to reaching a mutually agreed early resolution of the matter. In the event that resolution cannot be reached, the disciplinary process will be resumed;</li> <li>○ informal resolution of alleged Misconduct will still apply;</li> <li>○ where alleged Misconduct cannot be resolved informally, or an employee is alleged to have engaged in Serious Misconduct, the matter will be referred for formal investigation. Such an investigation will be carried out by an investigator appointed from a pool of investigators agreed between the University and the Unions;</li> <li>○ the University will advise an employee of its decision to conduct a formal investigation and of the Employee Representation provisions contained in the Proposed Agreement unless the University determines that exceptional circumstances exist and that it is not appropriate for the employee to be aware of, and involved in, the investigation;</li> </ul>

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				<ul style="list-style-type: none"> <li>○ the investigator will provide a written report about the facts to the University after the conclusion of the investigation, following which the University will determine whether further action should be taken (which may include taking formal action against the complainant in cases of alleged frivolous, vexatious, or bad faith complaints/allegations);</li> <li>○ in the event that the University determines further action should be taken, it will issue formal allegations of Misconduct or Serious Misconduct to the employee;</li> <li>○ in responding to formal allegations of Misconduct or Serious Misconduct, the employee may request that the matter be referred to a Misconduct Committee;</li> <li>○ the role of the Misconduct Committee will be to report to the University regarding any matters the Committee considers the University should take into account when making its decision about the allegation(s);</li> <li>○ the Misconduct Committee will consider the investigator’s report, the allegation(s), the employee’s response to the allegation(s), any additional submissions or material provided to, or sought by, the Committee by/from the employee in person or in writing, any mitigating circumstances, whether the procedures that were followed by the investigator afforded procedural fairness to the employee, and any other matters that may have a material relevance to any decision that may be made by the University in relation to the matter;</li> <li>○ the role of the Misconduct Committee is not to reinvestigate the matter; and</li> <li>○ after considering the employee’s response to the allegation(s) and, if applicable, the Misconduct Committee’s report, the University will determine what Disciplinary Action should be taken against the employee (if any).</li> </ul>
58.	Research Misconduct	50	N/A – new provision	<p>This is a new clause that prescribes the process for dealing with alleged Research Misconduct. It applies to all employees other than casual employees and employees who are serving a probationary period. The main features of the clause are as follows:</p> <ul style="list-style-type: none"> <li>○ it contains definitions of “Australian Code” (being the <i>Australian Code for the Responsible Conduct of Research</i>), “Breach”, “Disciplinary Action,” “Research Misconduct” and “University Code” (being the <i>University’s Research Code of Practice</i>);</li> <li>○ a non-exhaustive list of examples of Breach and/or Research Misconduct is provided;</li> <li>○ it imposes an obligation on all employees to report a potential Breach or Research Misconduct in a timely manner and in good faith. If an employee makes an allegation that is frivolous, vexatious, or in bad faith, the University may initiate disciplinary action against the Employee for alleged misconduct or serious misconduct;</li> <li>○ at any stage during the disciplinary process, the University and the employee may now agree to place the process on hold for up to 10 working days (or longer period as agreed) and enter into confidential, and without prejudice discussions with a view to reaching a mutually agreed early resolution of the matter. In the event that resolution cannot be reached, the disciplinary process will be resumed;</li> </ul>

ITEM	CLAUSE TITLE/TOPIC	CLAUSE #: PROPOSED	CLAUSE #: CURRENT	SUMMARY
				<ul style="list-style-type: none"> <li>○ an alleged Breach or Research Misconduct will, in the first instance, be referred to the relevant School or Institute Director of Research who will, in conjunction with the relevant Dean or Director, make preliminary enquiries to gather relevant material and ascertain whether there is a prima facie case of Breach or Research Misconduct;</li> <li>○ attempted informal resolution of an alleged Breach will apply;</li> <li>○ where an alleged Breach cannot be resolved informally, or an employee is alleged to have engaged in Research Misconduct, the matter will be referred to the Deputy Vice-Chancellor (Research and Development) (“DVC(R&amp;D)”) (or their nominee) for consideration. If the DVC(R&amp;D) considers that the matter warrants further action, the DVC(R&amp;D) will carry out a formal investigation to ascertain relevant facts (“Research Investigation”);</li> <li>○ the DVC(R&amp;D) will advise an employee of the decision to conduct a Research Investigation and of the Employee Representation provisions contained in the Proposed Agreement unless the DVC(R&amp;D) determines that exceptional circumstances exist and that it is not appropriate for the employee to be aware of, and involved in, the investigation;</li> <li>○ if, following completion of the Research Investigation, the DVC(R&amp;D) is of the view that alleged Research Misconduct has occurred, then formal allegations will be issued;</li> <li>○ the employee will be provided with 10 working days (or longer period as agreed) to respond to the allegations;</li> <li>○ if the employee denies the allegations of Research Misconduct and the DVC(R&amp;D) determines that the Employee has not engaged in Research Misconduct but has committed a Breach, the matter will be referred to the relevant Dean or Director for disciplinary action other than the termination of employment;</li> <li>○ if the employee denies the allegations of Research Misconduct but the DVC(R&amp;D) remains concerned that Research Misconduct has occurred, the matter will be referred to a Research Misconduct Panel. The Panel will provide a written report to the Vice-Chancellor setting out its findings of fact, including whether any mitigating circumstances exist;</li> <li>○ having considered the report of the Research Misconduct Panel, the Vice-Chancellor will determine what Disciplinary Action should be taken against the employee (if any).</li> </ul>
59.	<b>Notice of Resignation and Termination</b>	51	53	This clause prescribes the notice that must be given in the event of resignation or termination.
60.	<b>Abandonment of Employment</b>	52	<b>N/A – new provision</b>	This is a new clause that deals with abandonment of employment. The clause applies to unauthorised absences from work by ongoing and fixed-term employees, and provides that an employee’s employment will be treated as having been terminated by the employee on the ground of abandonment once the prescribed process has been followed by the University.
61.	<b>Fixed-Term Employees</b>	53	56	

ITEM	CLAUSE TITLE/TOPIC	CLAUSE #: PROPOSED	CLAUSE #: CURRENT	SUMMARY
	Termination Notice			This clause deals with notice for fixed-term employees whose contracts have reached expiry.
62.	Fixed-Term Employees Severance Pay	54	55	This clause deals with severance pay for fixed-term employees whose contracts have reached expiry.
63.	Work Health and Safety, and First Aid	55	43	This clause deals with work health and safety, and first aid. The terminology in the clause has been updated from “occupational” to “work” health and safety to reflect legislative changes.
64.	Clothing and Safety Equipment	56	42	This clause deals with the provision of clothing and safety equipment to employees.
65.	Compensation for Loss or Damage to Personal Property	57	24	This clause deals with the circumstances in which the University will compensate an employee for loss or damage to the employee’s personal property.
66.	Employee Representation	58	47	This clause deals with an employee’s right to nominate a Representative (as defined) to assist them regarding their employment conditions.
67.	Union Representation	59	48	<p>This clause deals with the provision of facilities to the Unions, as well as union meetings, industrial relations training, inductions, workplace representatives and payroll deductions. The clause provides that:</p> <ul style="list-style-type: none"> <li>○ the ongoing provision of telephone, internet and email facilities will now be subject to, and conditional upon, the Unions paying the associated costs; and</li> <li>○ Union Branch Presidents may now, by agreement with the University, allocate some or all of their time release to another member of the Branch Executive. In the event that this occurs, each person having the benefit of time release under the clause must discuss with their supervisor appropriate work allocation for the balance of their working time.</li> </ul>
68.	Pay and Career Equity	60	58	This clause deals with pay and career equity for Professional staff.
69.	Dignity and Respect at	61	44	



ITEM	CLAUSE TITLE/TOPIC	CLAUSE #: PROPOSED	CLAUSE #: CURRENT	SUMMARY
	<b>Work</b>			<p>This clause deals with expected standards of behaviour in the workplace, and has been amended to include the statutory definition of “bullying” that is consistent with the definition now contained in the <i>Fair Work Act 2009 (Cth)</i>, namely:</p> <p><i>Bullying at work occurs when:</i></p> <p>(a) a person or a group of people repeatedly behaves unreasonably towards a worker or a group of workers at work; and</p> <p>(b) that behaviour creates a risk to health and safety.</p> <p><i>Bullying does not include reasonable management action carried out in a reasonable manner.</i></p>
<b>70.</b>	<b>Personal Reports</b>	<b>62</b>	<b>45</b>	This clause deals with the circumstances in which an adverse report may be placed on an employee’s personal file.
<b>71.</b>	<b>Intellectual Freedom</b>	<b>63</b>	<b>59</b>	This clause deals with the protection and promotion of intellectual freedom amongst Professional staff.
<b>72.</b>	<b>Intellectual Property</b>	<b>64</b>	<b>60</b>	This clause deals with the development and maintenance of a policy relating to intellectual property, and in particular, the participation of employees in the ownership and use of any intellectual property that they may create.
<b>73.</b>	<b>Aboriginal and Torres Strait Islander Peoples Employment Strategy</b>	<b>65</b>	<b>61</b>	<p>This clause is entitled “Indigenous Australian Employment Strategy” in the Current Agreement. The clause deals with the University’s employment strategy in engaging Aboriginal and Torres Strait Islander Peoples, and provides that:</p> <ul style="list-style-type: none"> <li>○ the employment strategy will incorporate the objective of employment 62 Aboriginal and Torres Strait Islander Peoples employees by the end of the term of the Proposed Agreement. Trainees will not be included when assessing whether the University is meeting this objective; and</li> <li>○ allowances are to be increased in line with the increases to pay rates that will take place during the term of the Proposed Agreement (refer Item 23).</li> </ul>
<b>74.</b>	<b>Policy</b>	<b>66</b>	<b>N/A – new provision</b>	This is a new clause, which states that the University will provide employees and the Unions with the opportunity to comment on any new policy or guideline, and any significant change to an existing policy or guideline that affects working conditions prior to finalisation of the policy or guideline.

ITEM	CLAUSE TITLE/TOPIC	CLAUSE #: PROPOSED	CLAUSE #: CURRENT	SUMMARY
75.	<b>Environmental Sustainability</b>	67	62	This clause deals with the development and implementation of initiatives consistent with the University's Environmental Management Plan and overall strategic plan.
76.	<b>Schedule 1 – Pay Rates</b>			This schedule sets out the annual rates for full-time employees, and has been amended to reflect the increases to pay rates that will take place during the term of the Proposed Agreement (refer Item 23).
77.	<b>Schedule 2 – Apprentice Pay Rates</b>			This schedule sets out the pay rates for apprentices, and has been amended to reflect the increases to pay rates that will take place during the term of the Proposed Agreement (refer Item 23).
78.	<b>Schedule 3 – Allowances</b>			This schedule sets out the allowances payable for first aid, uniform/laundry, and being on-call. It has been amended to reflect the increases to pay rates that will take place during the term of the Proposed Agreement (refer Item 23).
79.	<b>Schedule 4 – Position Descriptors</b>			This schedule sets out the position descriptors for Professional staff engaged at HEW levels 1 to 9, and remains unchanged from the Current Agreement.

**THE FOLLOWING PROVISION IS TO BE DELETED FROM THE PROPOSED AGREEMENT:**

ITEM	CLAUSE TITLE/TOPIC	CLAUSE #: PROPOSED	CLAUSE #: CURRENT	SUMMARY
80.	<b>Unsatisfactory Conduct</b>	N/A – deleted provision	50	The clause in the Current Agreement that deals with Unsatisfactory Conduct has been deleted from the Proposed Agreement.