



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

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

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

Educational services

DEPUTY PRESIDENT EASTON

SYDNEY, 3 NOVEMBER 2023

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

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

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

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

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

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

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

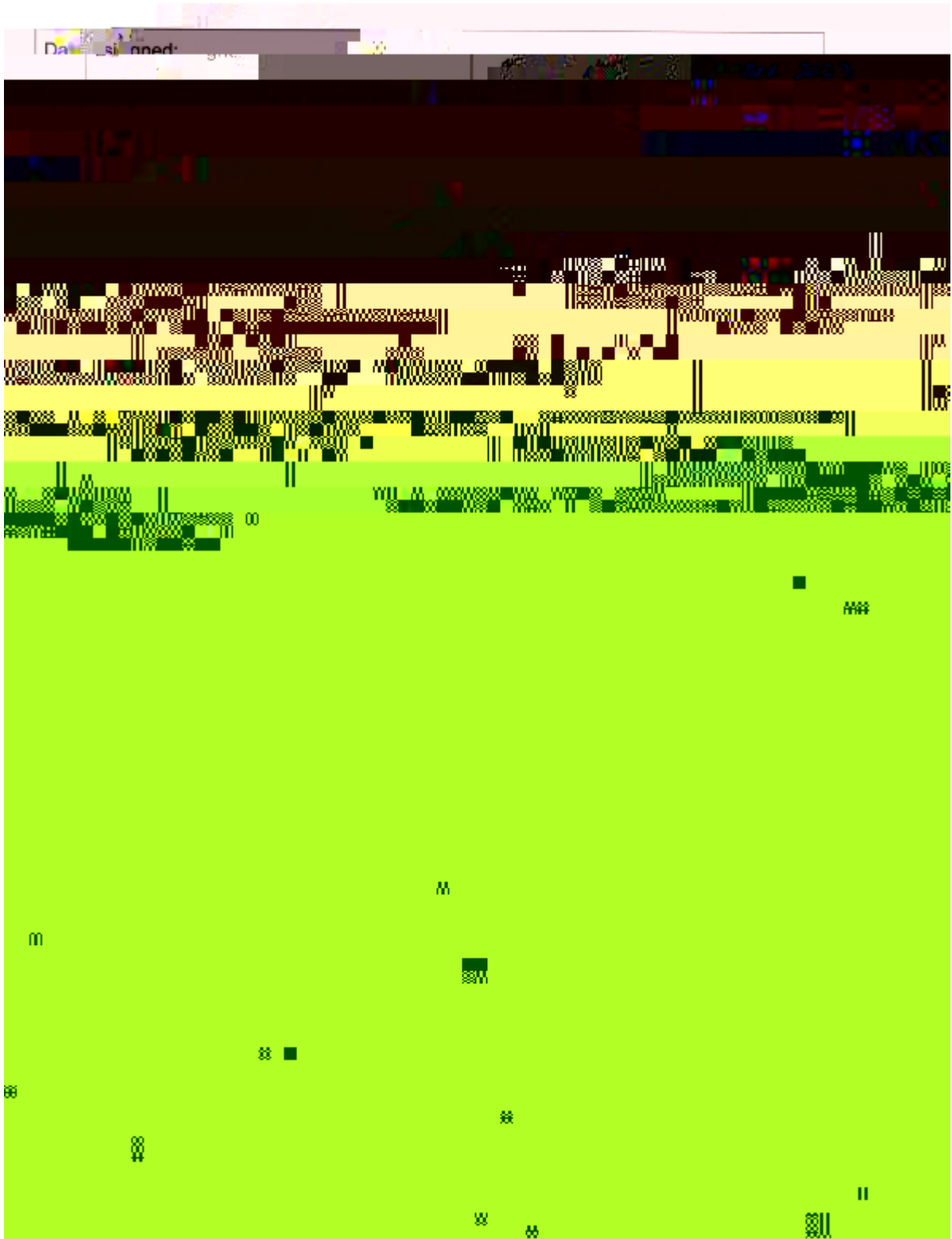
Agreement as compared to the Award. This position is consistent with UNSW's intention.

Nonetheless, UNSW proposed an undertaking, principally as an acknowledgement

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

Annexure A





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

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2.0 TITLE

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

3.0 DEFINITIONS

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

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

- (i) **Divisional Head** For an Employee, is the most senior UNSW employee in the Division, by whatever name called, in which the Employee is employed, which at the date of this Agreement includes the positions of:

Deputy Vice-Chancellor;

Vice-

child, or a child for whom the Employee is the legal

5.0 COVERAGE AND APPLICATION

5.1 Coverage

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

5.2 Exclusions from Coverage

- (a) This Agreement does not cover:
 - (i) academic staff employed by UNSW;
 - (ii) a person employed as a fellow at UNSW
 - (iii) a person engaged by UNSW

without fear of harassment, intimidation or unfair treatment.

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

10.0

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

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

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

The rates of pay set out in Schedules 1 and 2, and the allowances paid under Schedule

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

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

(e) Employees who are UniSuper Consultative Committee members will, subject to operational requirements, be allowed reasonable paid time during working hours to attend UniSuper Consultative Committee meetings and Roadshow events.

(f) A continuing or Fixed-term Employee who is a UniSuper defined benefit member may request and UNSW may agree, that for periods of authorised leave without pay superannuation contributions continue for the duration of the leave. Any such requests must be in accordance with the UniSuper trust deed. Where agreed, the contributions will be fully funded by the staff member.

(g) reduce their Employer superannuation contribution, and increase their salary by the same amount, provided that their superannuation contribution is not less than the Superannuation Guarantee Charge rate or alternatively the concessional contributions cap at all relevant times. An Employee may terminate or vary their election once per year.

(h) Where a current Employee is an existing member of a Commonwealth or State superannuation scheme, or the Special Purposes Superannuation Scheme UNSW will make contributions in accordance with the relevant scheme and subclause 13.0(d) will not apply.

14.0 SALARY SACRIFICING SCHEME

(a) An Employee (other than a Casual Employee) may enter a written agreement with UNSW to receive a non-monetary benefit in lieu of payment of a portion of their Full Annual Salary, provided that the total value of the non-monetary benefit and the balance of the Full Annual Salary is no less than the Full Annual Salary the Employee would otherwise have received. This is referred to as a Salary Sacrifice arrangement.

18.0 CONTINUING (CONTINGENT FUNDED RESEARCH) EMPLOYMENT

18.1 Definitions

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

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

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

18.4 Measures to Avoid Termination

(a) This subclause 18.4 applies to an Employee employed on a CCFRC where the funding that supports the Employee .

(b) UNSW may:

- (i) transfer the Employee to another equivalent position; or
- (ii) at the discretion of the relevant senior manager, employ the Employee using other available funding, where:

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19.0 FIXED-TERM EMPLOYMENT

19.1 General Conditions Applying to Fixed-Term Employment

- (a) A contract for Fixed-term Employment will specify the start and end dates of the employment (or, in lieu of an end date, the circumstances or contingency related to a

3 years and up to the completion of 4 years	7 weeks pay
4 years and over	8 weeks pay

Annual Base Salary ÷ 52.

19.5 Severance Payment Entitlement - Other Fixed-Term Employment

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

Length of Continuous Service	Severance Payment*
Up to 3 years	No payment
3 years and up to the completion of 4 years	4 weeks pay
4 years and up to the completion of 5 years	5 weeks pay
5 years and up to the completion of 6 years	6 weeks pay
6 years and up to the completion of 8 years	7 weeks pay
8 years and up to the completion of 9 years	8 weeks pay
9 years and up to the completion of 10 years	9 weeks pay
10 years and over	10 weeks pay for each completed year of service

Annual Base Salary ÷ 52.

19.6 Acceptable Alternative Employment

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

19.7 Other Matters

- (a) An Employee, who is entitled to a Severance Payment under subclause 19.5 and who has completed between five and ten years of Continuous Service with UNSW, is entitled to payment of long service leave, on a pro rata basis, in accordance with clause 39.0 (Long Service Leave).
- (b) For the purposes of calcula

- (i) who has had two years continuous Fixed-term Employment may apply for Continuing Employment in the same or a substantially similar position provided the conditions set out in 19.8(c) are met (**Conversion Application**); and
 - (ii) who has had three years continuous Fixed-term Employment will be granted Continuing Employment in the same or a substantially similar position provided the conditions set out in 19.8(c) are met.
- (b) Continuous Fixed-term Employment for the purposes of clause 19.8(a) may include employment on one or more consecutive fixed-term appointments and must be in the same

	Term	Me
	Employment	pos
(iii)	work unit	An and

- (c) Subject to subclause 20.2, a Casua
- (i) the applicable Hourly Base R

- (a) A Casual Employee is eligible to apply for conversion if their employment was Regular and Systematic Employment:
 - (i) in the 24 months immediately prior to making the application; or
 - (ii) in the 12 months immediately prior to making the application, and:
 - (A) in the case of a Casual Employee applying for conversion to 35 hour week full-time employment, the Employee has worked at least an average of 17.5 hours per week during the relevant 12 month period; or
 - (B) in the case of a Casual Employee applying for conversion to 38 hour week full-time employment, the Employee has worked at least an average of 19 hours per week during the relevant 12 month period.
- (b) For the purposes of this subclause 20.3

- (b) Prior to making an application for re-evaluation, an Employee may request that their Supervisor provide them with a current position description or other written description of their current position that can be used for the purposes of the job evaluation.
- (c) Unless exceptional circumstances exist, position re-evaluations will be completed, and the Employee will be advised of the outcome, within 8 weeks from the date the application and supporting documentation is received by Human Resources.
- (d) An E

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

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

23.0 SPAN OF HOURS

23.1 General

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

24.0 CHANGES TO THE ESTABLISHED PATTERN OF HOURS

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

Type of

including where an E _____ cerned, will be dealt with according to clause 10.0 (Dispute Resolution Procedure). Until the matter is resolved, no change to the E _____ lished pattern of hours will take place.

- (d) Proposed changes in the hours of operation of a work unit will be dealt with in accordance with clause 30.0 (Managing Change in the Workplace).

25.0 SHIFT ROSTERS

- (a) Where an Employee is required to work according to a Shift Roster, the following arrangements will apply:

- (i) work rosters will be posted in a readily accessible place;
- (ii) all

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

(b)

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

(b)

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

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

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

29.7 Overtime Barrier for On Call Arrangements

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

PART E WORKPLACE AND ORGANISATIONAL CHANGE

30.0 MANAGING CHANGE IN THE WORKPLACE

30.1 Application

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

30.2 General Principles

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

30.3 Minor Workplace Change

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

30.4 Major Workplace Change

- (a) Major workplace change occurs in situations that have a major and substantial impact on an Employee, such as, but not limited to:
 - (i) possible forced job losses;
 - (ii) outsourcing (including to UNSW controlled entities);
 - (iii) significant restructuring across an entire faculty, division, school or equivalent sized organisational unit; or
 - (iv) the closure of a campus or relocation to another campus that involves unreasonable additional travel.
- (b) Where major workplace change is proposed, UNSW will:
 - (i) meet and consult with directly affected Employees; and
 - (ii) provide a written, detailed workplace change proposal to directly affected Employees as part of the consultation process.
- (c) The workplace change proposal will include an outline of the proposed changes, the reasons for the change proposal, the impact on affected Employees, and the likely timeframe for consultation and implementation. The workplace change proposal will also include, where relevant:
 - (i) organisational charts;
 - (ii) any financial reasons for the change;
 - (iii) details about the expected impact on workloads; and
 - (iv) where the workplace change proposal includes possible job loss, the details of other options considered by UNSW in order to minimise or avoid the proposed disestablishment of positions.
- (d) As part of the consultation process, a directly affected Employee may request that UNSW provide any

the redeployment period for a further period of 12 months.

30.9 Acceptable Alternative Employment

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

PART F PERFORMANCE MANAGEMENT AND DEVELOPMENT

31.0 WORKLOADS

- (a) UNSW will take reasonable steps to ensure that workloads are managed in a fair and equitable manner within the relevant work _____

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

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

support that further development and training.

(c) UNSW may advertise some positions to internal applicants only. Where this occurs, Casual

- (ii) allow the Employee an opportunity to submit an application to take an appropriate amount of leave at a mutually agreed time;
 - (iii) allow the Employee to take leave in one or more blocks if the Employee wishes to do so; and
 - (iv) provide the Employee with reasonable notice of the leave to be taken.
- (c) Nothing in this clause limits UNSW's capacity to direct an Employee to take no more than 3 days of annual leave when UNSW

38.6 Public Holidays

Where a public holiday prescribed in clause 50.0

40.4 Public Holidays

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

41.0 COMPASSIONATE LEAVE

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

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

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

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

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

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

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

(e) An Employee who makes application for compassionate leave may be requested by UNSW

(c) In accordance with the NES, Employees (including eligible Casual Employees) experiencing family and domestic violence are entitled to 10 days of paid family and domestic violence leave in each 12 month period of their employment (**Statutory F&DV Leave**). Statutory F&DV Leave is available in full to Part-time Employees and eligible Casual Employees.

(d)

	5 years or more of Continuous Service = 36 weeks (full pay)
Timeframe:	52 weeks in total. Commencement date may be up to 20 weeks prior to expected date of delivery and no later than their birth date of the child.
Conditions:	

Taken by the birth mother but can be shared if both parents work at UNSW.

By agreement with UNSW may be

An Employee must provide a statutory declaration to verify any leave, study or other activity undertaken by their partner to verify the criteria is met.

Primary carer leave must be taken in one consolidated period unless otherwise approved by UNSW.

Must be taken by the first birthday of the child unless otherwise agreed by UNSW.



43.4 General Conditions that Apply to Parental Leave

- (a) Unless it is impracticable, an Employee will provide their supervisor with at least 10

which the parental leave will commence.
- (b) An Employee who has taken paid birth parent leave will not be eligible for partner leave in respect of the same child.
- (c) If both parents are employed by UNSW:
 - (i) one Employee entitlement under this Agreement will be reduced by any period of paid parental leave taken by the Employee (same-sex partner) in respect of the birth/ placement; and
 - (ii) both parents can take birth parent leave and partner leave concurrently, subject to the relevant conditions attached to that leave.
- (d) If an Employee (other than the birth mother) enters into a surrogacy arrangement in respect of the birth/ placement of the child, and it is not covered by a type of parental leave set out in subclause 43.2, the Employee may, with the approval of the Chief Human Resources Officer, take parental leave consistent with adoption or primary carer leave provisions, whichever is applicable in the circumstances.
- (e) Appropriate certification relating to the birth, adoption, surrogacy or primary care of the child and, where appropriate, the Employee
UNSW.
- (f) If requested by an Employee, any paid portion of parental leave may be paid as a lump sum (except primary carer leave).
- (g) In respect of primary carer leave, an Employee must immediately notify UNSW if the Employee
primary carer leave. Where there is a delay in notification, UNSW may reclaim any primary carer leave paid to the Employee for the period they were ineligible to receive the primary carer leave entitlement. If the Employee wishes to remain on leave from UNSW, they may request to access to another form of leave (as may be applicable).
- (h) Any parental leave absence (paid or unpaid) taken by an Employee within the first 12 months of the birth of the child will count as service for the purposes of long service leave.
- (i) UNSW will consider a request from a Continuing or Fixed-term Employee, to count as service for the purposes of determining any paid parental leave entitlement under clause 43.2, a period of casual employment with UNSW in the following circumstances:
 - (i) during the period of casual service, the Employee was engaged on a regular and systematic basis;
 - (ii) the period of casual service was 12 months or more and immediately prior to the commencement of the Continuing or Fixed-term Employment; and
 - (iii) the casual service was at the same level and approximately the same hours per week as the Continuing or Fixed-term Employment and in the same work area.

43.5 Conditions Regarding Service and Other Leave

- (a) Incremental progression will continue during periods of paid parental leave and where the Employee has either been at work or on paid leave for at least six months of the previous 12 month period.
- (b) An Employee may elect to cover any of the period of unpaid parental leave by taking

- (i) they have been employed by UNSW on a regular and systematic basis for a continuous period of at least 24 months, including breaks in service not exceeding 4 months immediately prior to the pregnancy; and
 - (ii) they have not accessed paid birth parent leave from any other employer for the pregnancy.
- (b) A Casual Employee who takes birth parent leave will remain a Casual Employee of UNSW for the period of birth parent leave.
 - (c) If a Casual Employee notified UNSW that they wish to return to work following a period of birth parent leave but work no longer exists, they will cease employment as at the last day of birth parent leave. However, the work unit in which the Casual Employee was employed will give reasonable consideration to the Employee for suitable casual work.
 - (d) A Casual Employee who receives paid birth parent leave will be paid at a fortnightly rate of pay equal to the average fortnightly rate of pay the Employee was paid over the 12 months immediately preceding the date on which birth parent leave is commenced. The full amount of the birth parent leave will be paid to the Casual Employee at the commencement of the birth parent leave.

44.0 SPECIAL LEAVE

- (a) Special leave with pay of up to three days per year may be given to an Employee on account of special circumstances or emergencies. Applications for special leave will be considered on their merits.
- (b) Special circumstances or emergencies:
 - (i) may include situations such as where the Employee fire, flood or other mishap, burglary, or where the Employee is to take part in state emergency services activities; but
 - (ii) do not include situations such as moving house, care for an immediate family member, attendance at union state or national conferences or similar events or other private business.
- (c) There is no entitlement to special leave if the leave requested coincides with any other period of leave.

45.0 HOLY DAYS AND ESSENTIAL RELIGIOUS OR CULTURAL DUTIES

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

46.0 JURY LEAVE AND WITNESS LEAVE

46.1 Jury Leave

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

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

46.2 Witness Leave

- (a) An Employee required to attend a court or tribunal as a witness must notify UNSW

work core hours.

49.0 GENDER AFFIRMATION LEAVE

(a)

- (x) Boxing Day; and
 - (xi) all other proclaimed Public Holidays for the state of NSW and the ACT (as applicable).
- (b) All working days between Christmas Day and New Years Day will be deemed University Holidays.
- (c) An Employee required to work on a University Holiday will be permitted to take another day off in lieu of each day worked at a time agreed between the Employee

- (ii) part-time work;
 - (iii) job-sharing;
 - (iv) changes to the location of where work is performed (remote work); and/or
 - (v) changes to start / finish times of work.
- (c) As part of a flexible work arrangement, Employees may request to work hours outside their usual number and span of ordinary hours. Such hours will be paid at the Employee Annual Base Salary or Hourly Base Rate of Pay (as applicable), and additional amounts (including shift, weekend or public holiday loadings, or overtime rates) will not be paid for time worked under the flexible work arrangement.
- (d) Where an Employee _____ it must include the details of the arrangement proposed, the duration of time for which the arrangement is requested and the reason for the request. The Employee may be asked to provide additional information that is relevant to considering the request.
- (e) Before responding to a written request, UNSW must discuss the request with the Employee and genuinely try to reach agreement on a change in working arrangements that will
- (i) the needs of the employee arising from their circumstances;
 - (ii)

- (k) There will be no loss of flex-time hours accrued under an arrangement outlined in subclause 51.0(j)

will either:

(v) receive

which occurs outside of these hours, except:

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

PART J SCHEDULES

SCHEDULE 1 BASE RATES OF PAY

LEVEL	STEP	RATE TYPE	Rate applicable from the first full pay period on or after:			
			Date Agreement commences operation	1-Jul-24	1-Jul-25	1-

	4	Hourly Base Rate of Pay:	49.9907	51.7404	53.5513	55.6934
		Annual Base Salary (35 hour week):	90,983	94,168	97,463	101,362
		Annual Base Salary (38 hour week):	98,782	102,239	105,817	110,050
	5	Hourly Base Rate of Pay:	51.4898	53.2919	55.1571	57.3634
		Annual Base Salary (35 hour week):	93,711	96,991	100,386	104,401
		Annual Base Salary (38 hour week):	101,744	105,305	108,990	113,350
1	Hourly Base Rate of Pay:	53.2749	55.1395	57.0694	59.3522	
	Annual Base Salary (35 hour week):	96,960	100,354	103,866	108,021	
	Annual Base Salary (38 hour week):	105,271	108,956	112,769		

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SCHEDULE 3 ALLOWANCES

1 **Current Allowances**

The annual rates for allowances for a Fu3nses

**SCHEDULE 6
SHIFT PENALTIES**

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

<u>A - Type of Shift</u>	B - Loading applied to those hours (or part-hours)
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SCHEDULE 9 UNSW CLASSIFICATION DESCRIPTORS

LEVEL 1

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

LEVEL 2

Education, Training & Experience

Perform duties at a skill level that requires:

Completion of Year 12 with relevant work experience, or

Completion of Year 10 and several years relevant work experience, or

an equivalent level of knowledge gained through any other combination of education, training and/or experience.

LEVEL 3

Education, Training & Experience	<p>Perform duties at a skill level that requires:</p> <ul style="list-style-type: none">Completion of a trades certificate, without subsequent experience as a qualified tradesperson on appointment, orCompletion of Year 12, normally with subsequent relevant work experience, orCompletion of a certificate or associate diploma with no relevant on the job experience, orAn equivalent level of knowledge gained through any other combination of education, training and/or experience. Staff advancing through this level may perform duties that require further on the job training or knowledge and training equivalent to progress towards completion of an associate diploma.
Task	<p>Some task complexity, requiring the practical application of acquired skills and knowledge consistent with training level 3. Exercise discretion within established work methods and procedures to diagnose problems, or to choose between alternate approved work methods or established procedures and to determine task sequences within established work routines. Guidance or development would normal02 reW* vBT/F1ormal02 rvg t</p>

LEVEL 4

Education, Training &

tasks within a

LEVEL 5

Education, Training & Experience

Perform duties at a skill level that requires:

Completion of a degree without subsequent relevant work experience as a graduate on appointment, or

Completion of an associate diploma with a range of experience including at least 2 years subsequent relevant work experience, or

Completion of a certificate or a post-trades certificate and extensive subsequent relevant experience, or

An equivalent level of knowledge gained through any other

LEVEL 7

Education, Training & Experience	<p>Perform duties at a skill level that requires:</p> <p style="padding-left: 40px;">A degree with a depth of subsequent relevant experience to consolidate and extend the theories and principles learned, or</p> <p style="padding-left: 40px;">Extensive experience and management and or specialist expertise; or</p> <p style="padding-left: 40px;">An equivalent level of knowledge gained through any other combination of education, training and/or experience.</p>
Task	<p>Apply substantial theoretical and technical knowledge and experience to a range of issues and circumstances requiring considerable independent analysis and interpretation. In addition, may provide consultancy advice to others, and/or be recognised as an expert in a specialised area of theoretical, policy or technical complexity.</p>
Judgement & Problem Solving	<p>Independently apply theoretical or policy knowledge to: modify and adapt techniques to develop innovative methodologies, or research and analyse a situation and propose new responses or solutions, or take a leading role in the application of proven techniques involving considerable theoretical and technical sophistication. Focus on objectives rather than procedures and precedents. May involve the interpretation or application of policy that has an impact beyond the immediate work area.</p>
Supervision & Independence	<p>Direction is provided in terms of objectives. A contribution to the planning of programs and the review, development or modification of procedures (within policy) by the Employee will be required. May have line management responsibility for staff delivering administrative, technical or professional services, including the provision of advice on procedures, systems, priorities and budgets for the program concerned to more senior managers.</p>
Organisational Relationships & Impact	<p>Duties require knowledge of the relationship between a range of diverse policies and activities. May negotiate solutions where a range of interests have to be accommodated. May develop proposals or recommendations that coordinate the interests of separate work units or contributors around a particular program, function or objective and share some accountability for the decisions taken.</p>

LEVEL 8

<p>Education, Training & Experience</p>	<p>Perform duties at a skill level that requires:</p> <p style="padding-left: 40px;">A degree with substantial extension of the theories and principles, normally requiring extensive relevant graduate experience, or</p> <p style="padding-left: 40px;">A range of management experience, or</p> <p style="padding-left: 40px;">Postgraduate qualifications with relevant experience, or</p> <p style="padding-left: 40px;">An equivalent level of knowledge gained through any other combination of education, training and/or experience.</p>
<p>Task</p>	<p>Perform tasks requiring the integration of substantial theoretical (or policy) and technical knowledge to manage programs, or develop, review or evaluate significant policies, programs or initiatives, or develop or apply new principles and technology, or provide professional or consultancy services with recognised standing across or outside of UNSW. Tasks may span a range of activities in a complex, specialised environment.</p>
<p>Judgement & Problem Solving</p>	<p>Responsible for developing or implementing systems, or programs (including priorities, policies and procedures) within closely defined statements of role objectives, that may include a requirement to draw together the interests of several functional or specialist areas. May provide strategic advice at Faculty level or equivalent.</p>
<p>Supervision & Independence</p>	<p>Will advise on and have substantial influence over the establishment of priorities, programs and/or budgets (formulation and expenditure) for a major area or specialised project. Will have scope to reset priorities or resources within overall program objectives or between positions or sections for which the position has line management responsibility.</p>

LEVEL 9

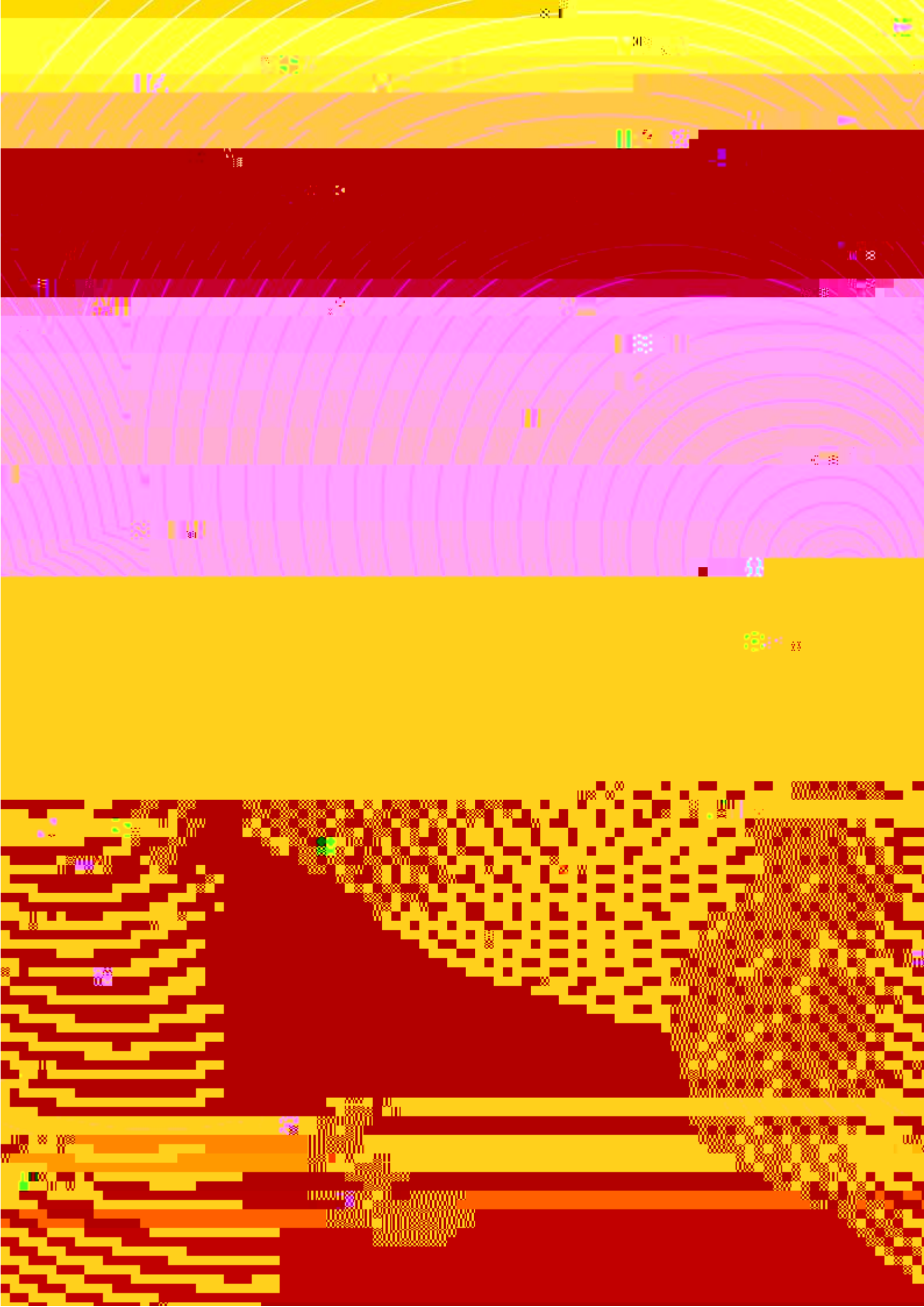
**Education, Training &
Experience**

Perform duties at a skill level that requires:

Extensive management expertise and supporting experience,
or

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31 August 2023



IN THE FAIR WORK COMMISSION

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

Matter number:

AG2023/3049

Employer:

UNIVERSITY OF NEW SOUTH WALES

Application:

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

Authorised representative:

Attila Brungs

Vice Chancellor

Undertaking- Section 190

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

1. declare that:
 - a. I have authority to give this undertaking on behalf of the Employer,
 - b. the views of all bargaining representatives for this undertaking have been sought pursuant to s 190(4) of the FW Act,

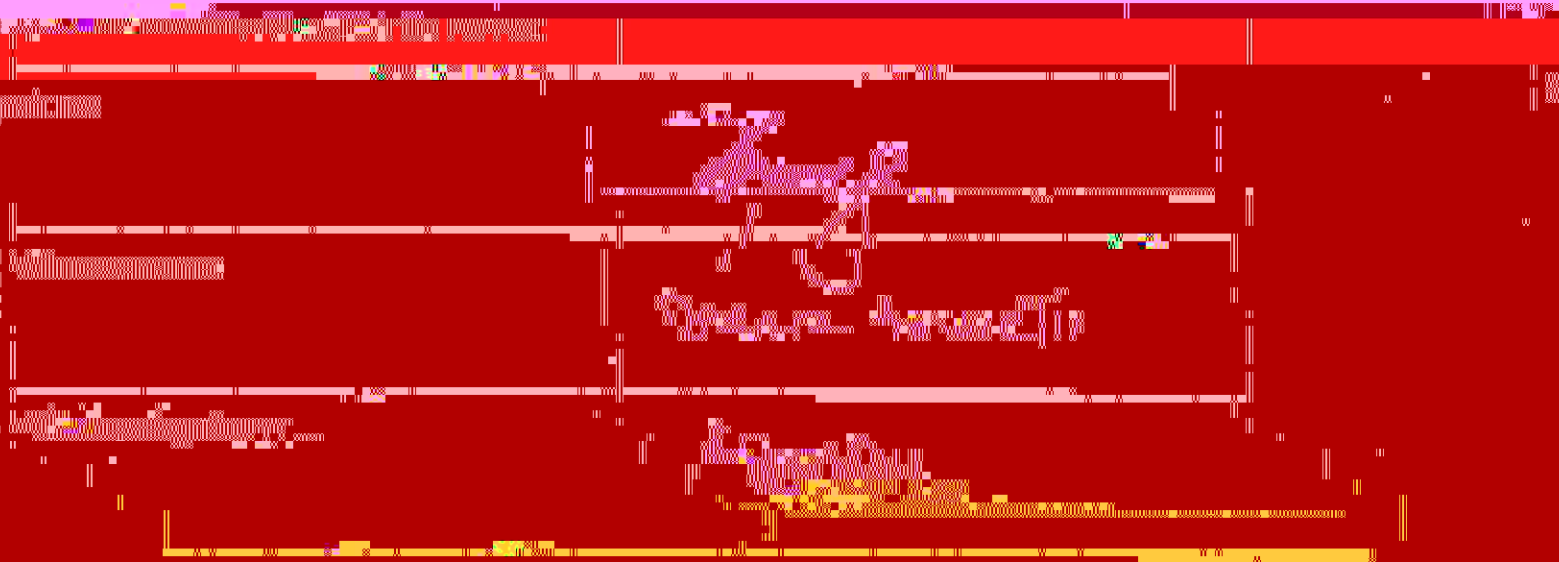
Date signed:

1st NOVEMBER 2023

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