Mobility and Flexibility

Policy

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# Purpose

The purpose of this **Policy** is to —

* + - * 1. express the practices of the University for supporting Life Balance;
        2. support a mobile and flexible workforce;
        3. support career development opportunities for Employees;
        4. support internal and external mobility opportunities for Employees;
        5. contribute to the University’s prospects of attracting, developing, and retaining high-quality Employees;
        6. support a working environment that enables Employees to optimise their contribution to the University.

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This policy is to be read in conjunction with the following the relevant Service Directory entries, search for —

* + - * 1. flexible working options;
        2. Working from Home;
        3. change my FTE;
        4. secondment or career mobility placement;
        5. pre-retirement contract;
        6. sabbatical.

# Scope

## Institutional Scope

The scope of this Policy applies to the entire University.

## Individual Scope

The scope of this Policy applies to all Employees.

# Mobility and Flexibility

Various opportunities to access flexible working arrangements will be available at the University.

Employees may request flexible working arrangements to support Employees to achieve Life Balance, including Working from Home arrangements, flexible working hours and job-sharing arrangements.

**Supervisors** / **Managers** are responsible for implementing flexible working arrangements as appropriate within their area of responsibility and are expected to do so in a transparent and equitable manner.

Life Balance means an Employee’s capacity to balance and accommodate various priorities at work, home and in the community.

Subject to operational requirements, the University provides Employees with career development opportunities, including through the University’s Career Mobility Program, acting arrangements, academic sabbaticals and **Transfers** and **Secondments**.

# Flexible Working Arrangements

## General

The University will support Employees in having access to flexible working arrangements, while ensuring the University’s operational requirements are met.

The University will consider requests for flexible working arrangements in accordance with the *Fair Work Act 2009* (Cth) (the Act) and applicable enterprise agreements, as well as the needs and interests of both the Employee and the University.

Any Employee may request flexible working arrangements such as **Working from Home**, **Job Sharing** arrangements, flexible working hours or flexible start and finish times.

Some Employees may have a specific entitlement to request flexible working arrangements under Division 4 of the National Employment Standards (NES) contained in the Act.

Employees covered by an enterprise agreement may also be eligible to request working arrangements in accordance with the provisions of the applicable enterprise agreement, including —

* + - * 1. **Professional and General Employees** - via an individual flexibility agreement, or flexible working hours arrangement, or flexible working arrangement under Part I of UWA Professional and General Employees Enterprise Agreement 2023, as amended or replaced from time to time (the Professional and General Agreement), or an annualised hours arrangement under Part E of the Professional and General Agreement;
        2. **Academic Employees** – refer to section 4.3 of the Policy for flexible working arrangement options.
        3. **ELICOS Employees** - via an individual flexibility agreement under Part I of The University of Western Australia ELICOS Teachers Agreement 2018, as amended or replaced from time to time; and
        4. **Child Care Employees** - via an individual flexibility arrangement under Part H of The University of Western Australia Child Care Employees’ Collective Agreement 2015, as amended or replaced from time to time.

Employees may refer to the Service Directory for further information regarding how to apply for flexible working arrangements.

## Requests for flexible working arrangements

Professional and General Employees (including Casual Employees) may apply to make a request for a flexible working arrangement.

Any requests for a flexible working arrangement must be addressed to the Employee’s Supervisor / Manager in writing and set out the following —

* + - * 1. the details of the change sought;
        2. the reason for the change;
        3. the duration of the arrangement requested;
        4. the preferred date for commencing the arrangement; and
        5. any other information required by University policy.

The University may only refuse a request for flexible working arrangements on reasonable business grounds. Reasonable business grounds are limited to the following —

* + - * 1. the operational needs of the University or work area;
        2. that the new working arrangements requested would be too costly for the University;
        3. that there is no capacity to change the working arrangements of other employees to accommodate the new working arrangements requested;
        4. that it would be impractical to change the working arrangements of other employees, or recruit new employees, to accommodate the new working arrangements requested;
        5. that the new working arrangements requested would be likely to result in a significant loss in efficiency or productivity;
        6. that the new working arrangements requested would be likely to have a significant negative impact on the provision of services, including customer service; or
        7. a reason or reasons related to work health and safety.

Reasonable business grounds may include, but are not limited to —

* + - * 1. the operational needs of the University or work area, for example, there are not enough staff to allow for the arrangement to occur;
        2. the new working arrangements requested would be too costly for the University, for example, the business area cannot accommodate the arrangement as it requires the Employee’s role to be backfilled under the arrangement and the business area does not have funding to do so;
        3. there is no capacity to change the working arrangements of other employees to accommodate the new working arrangements requested, for example, an Employee who works in a customer facing role cannot perform the work from home without increasing the work of other Employees in customer facing roles;
        4. there are no other Employees in the work area who can cover another Employee’s absence if they have flexible start and finish times, for example, responding to phone enquiries or front desk services;
        5. the new working arrangements requested would be likely to result in a significant loss in efficiency or productivity, for example, work required to be performed onsite or by an Employee’s physical presence (e.g. building maintenance) and cannot be performed at home without significant loss or efficiency;
        6. requesting to reduce the Employee’s fraction significantly, for example, from 1 FTE to 0.4 FTE fraction) and the work cannot be performed or accommodated in that fraction;
        7. that the new working arrangements requested would be likely to have a significant negative impact on the provision of services, including customer service, for example, the Employee’s work cannot be performed at home or conducted in another arrangement as it is onsite or is a front-facing role, such as providing face-to-face contact with students at the University who are on campus; or
        8. a reason or reasons related to work health and safety, for example the business area requires a specific number of Employees to be present in the work area to conduct the work due to health and safety requirements, or the Employee does not have a suitable Working from Home location or equipment.

## Requests for flexible working arrangements under the Fair Work Act 2009 (Cth)

Under the Act, all Employees will have a right to request flexible working arrangements if they meet the criteria under Division 4 of the NES. This includes where an Employee has completed at least 12 months continuous service immediately prior to making the request and where the Employee —

* + - * 1. is a parent, or has the responsibility for the care, of a child who is school age or younger;
        2. is a carer for someone with a disability, medical condition, mental illness or is frail and aged (within the meaning of the Carer Recognition Act 2010 (Cth));
        3. has a disability;
        4. is 55 or older;
        5. is experiencing family or domestic violence; or
        6. provides care or support to a member of the Employee’s immediate family or household, who requires care or support because they are experiencing family or domestic violence.

**Casual Employees** may only make a request for flexible working arrangements under the Act if they are Regular Casual Employees who have been employed on that basis for at least 12 months and have a reasonable expectation of continuing employment with the University on a regular and systematic basis.

Flexible working arrangements that may be requested under the Act include, but are not limited to, flexible start and finish times, part-time work, Job Sharing and Working from Home.

Employees returning from parental leave may make a flexible working request in accordance with the Act or applicable enterprise agreement including a request to return on a part-time basis after 18 weeks of paid parental leave, using the remaining paid parental leave entitlement to maintain an Employee’s annual base salary in accordance with the Parental Leave Policy.

Requests for flexible working arrangements made under the Act must be in writing and set out the details of the change sought and the reasons for the change.

There are legislative requirements the University must comply with when considering and responding to a request for flexible working arrangements made under Division 4 of the NES in the Act. Upon receipt of a written request for flexible working arrangements, an Employee’s Supervisor / Manager may consult with a Human Resources Adviser regarding the request and the University’s response.

If an Employee who is entitled to request flexible working arrangements under Division 4 of the NES in the Act makes a written request for flexible working arrangements, the University will consider and respond to the request within 21 days, in accordance with the applicable requirements of the Act.

The University may only refuse a request for flexible working arrangements made under Division 4 of the NES on reasonable business grounds.

## Making a request for flexible working arrangements

When requesting flexible working arrangements (in accordance with Division 4 of the NES or under the applicable agreement), Employees must —

* + - * 1. consider and be clear about what their needs are and explain why they are requesting the arrangement;
        2. make the request in writing to their Supervisor/Manager;
        3. ensure they have familiarised themselves with this Policy and the applicable agreement that covers them; and
        4. discuss their circumstances and needs with their Supervisor/Manager, if they are comfortable doing so.

If Employees require further support, they should contact a Human Resources Advisor to discuss the various options available.

## Considering a request for flexible working arrangements

Supervisors/Managers who receive a written request for a flexible working arrangement must ensure they have —

* + - * 1. familiarised themselves with this Policy and applicable employment agreement;
        2. reasonably considered all requests for a flexible working arrangement in conjunction with the identified needs of the work area and the position in question; and
        3. considered any requests for flexible working arrangements in accordance with any legislative requirements and any applicable enterprise agreement, including consideration of and response to requests made under Division 4 of the NES in accordance with the Act’s requirements.

Before responding to the request, Supervisors/Managers must first discuss the request with the Employee to understand the reasons for the request and consider if there are alternative arrangements that can be agreed upon or accommodated.

It is important to adopt particular sensitivity to Employees’ requests for flexibility to accommodate illness or disability, caring or cultural responsibilities by recognising and supporting the changing priorities which may occur during an Employee’s work cycle.

If a Supervisor/Manager is unsure on how to manage the request, they should consult with a Human Resources Adviser regarding the request and the University’s response.

The Supervisor/Manager must consider and respond to the Employee’s request **within 21 days** of the request being made, stating whether the request has been granted, refused or a different arrangement has been agreed to.

If the Employee’s request cannot be accommodated, the Supervisor/Manager must provide details to the Employee as to why the request was refused.

Supervisors/Managers can only refuse requests if the reasons are within the reasonable business grounds provided for under the Act or set out in the applicable agreement. Examples of reasonable business grounds are set out in section 4.2(C).

Where a Supervisor/Manager has any reservations or queries about approving a request, before refusing the request that Supervisor/Manager may contact a Human Resources Advisor for assistance and to discuss the various options available.

# Working from Home

## Overview

Working from Home means regular performance of an Employee’s duties for agreed hours from their home outside of the University’s premises.

The University recognises that the flexibility and productivity outcomes available from Working from Home can provide benefits to both the University and Employees. However, the operational requirements of the University and the Employee’s duties will be considered first when assessing the suitability for Employees to work from home.

Employees may request Working from Home arrangements in accordance with this Policy. Employees that are eligible to request flexible working arrangements under the Act or applicable enterprise agreement may request Working from Home arrangements on that basis.

## Eligibility for Working from Home Arrangement

Applications for a Working from Home arrangement will be considered on a case by case basis by the **Delegate**.

The Supervisor/Manager will be responsible for ensuring that the requirements of this Policy have been satisfied prior to approving an application for a Working from Home arrangement.

Positions with at least one of the following requirements will not usually be suitable for Working from Home —

* + - * 1. a high level of supervision or objective performance monitoring of outcomes;
        2. direct client face to face contact on a frequent basis without the option of easily rescheduling;
        3. being a member of a team who needs to have face to face contact with other team members;
        4. servicing and serving other University facilities and/or assets (e.g. security, library officers);
        5. other criteria or duties which the Supervisor/Manager considers unsuitable for Working from Home; and/or
        6. health and safety requirements that may make Working from Home unsuitable.

Positions with the following criteria may be suitable for Working from Home —

* + - * 1. work that can be conducted remotely and autonomously (without supervision);
        2. health and safety requirements have been met for the approved locations;
        3. the Supervisor/Manager is able to conduct regular check-ins with the Employee, for example, via MS Teams; and
        4. the Employee has a suitable and approved Working from Home set-up.

## Working from Home Agreement

Employees must complete a Working from Home application and attach any supporting documentation.

The ownership and usage arrangements of the equipment and assets at an Employee’s home must be clearly documented in the Working from Home agreement.

Employees must use University supplied computer equipment to work from home. The University is responsible for providing and maintaining University computer equipment and necessary supplies (i.e. stationery) to Employees.

Employees must obtain appropriate security for all University information stored on a computer (including back up information) and secure storage provided for any confidential documentation (for example a lockable filing cabinet).

It is the Employee’s responsibility to assess the personal implications of commencing Working from Home with respect to taxation, insurance or leasing arrangements.

The Working from Home agreement will specify a review date, at which point a review of the Working from Home arrangement is to be undertaken by the Supervisor/Manager and the Employee.

Any Working from Home agreement agreed by the Employee and the University will not form part of the Employee’s employment contract.

The working for home agreement may be altered or discontinued at the request of the University or the Employee (in accordance with the timeframe in the applicable enterprise agreement, if applicable).

## Role of Supervisor / Manager

Good communication is an essential part of any successful Working from Home arrangement. The Supervisor/Manager’s role is to ensure that the Employee knows and understands the expectations and required standard of work.

The Supervisor/Manager will meet with the Employee at regular intervals. This allows both the Supervisor/Manager and the Employee to provide regular feedback and to discuss and evaluate the arrangement. Scheduling meetings at a mutually convenient time and location is a way of ensuring the Employee keeps in contact with changes and developments in the workplace and to address any isolation issues.

The Supervisor/Manager will ensure Employees working under a Working from Home arrangement have the same conditions of work, career development opportunities and training opportunities to Employees working in the office.

## Safety and Health Requirements

An Employee’s Working from Home location requires a designated area that is deemed to be an acceptable workspace. An Employee must not work from a location that is not approved, unless agreed with the Employee’s Supervisor/Manager.

Employees must consider all safety and health risks and complete relevant risk assessments noted within the ‘Safety and Health Requirements’ section of the Working from Home application.

If any safety and health issues arise with an Employee’s Working from Home application or when a Working from Home agreement is in place, the Supervisor/Manager will discuss these with the Employee, with support available from UWA Safety & Health and/or Injury Management & Wellbeing.

Should any concerns be raised, an assessment may be required (which may include a health and safety risk assessment of the home location). Failure to comply with safety and health requirements will result in the agreement being terminated.

The Employee must have a clear delineation of when they are working or not working and maintain appropriate records of their working hours (i.e. timesheets, where required or adjusting MS Teams status).

Employees Working from Home must be properly inducted and aware of the relevant University safety policies and procedures, including reporting of injuries.

## University Access to home location

The University may require access to an Employee’s home designated work area, from time to time, for reasons including —

* + - * 1. work safety and health purposes;
        2. maintenance of faulty computer equipment;
        3. audit and routine maintenance of equipment and supplies;
        4. assessing and monitoring security arrangements of equipment and documents; and/or
        5. any other reason deemed appropriate by the Delegate.

When access to an Employee’s home is required by the University, the University will advise the Employee of the reason why access is required, obtain the Employee’s consent to access their home at a mutually agreed time.

# Job Sharing

## Overview

**Job Share** or Job Sharingmeans a voluntary arrangement which involves sharing or dividing the duties and responsibilities of a (full-time or part-time) position among two or more Employees who are usually of the same level but not necessarily the same salary increment nor equal FTE. Job Sharing is a flexible work practice and a form of part-time work.

**Job Sharer** means an Employee engaged on a Job Share arrangement.

Under a Job Sharing arrangement, the duties and responsibilities of a (full-time or part-time) position are shared among two or more Employees, usually of the same level but not necessarily the same salary increment or FTE.

Position duties can be shared —

* + - * 1. between two or more Employees where each is responsible for their own work;
        2. along task or client lines with primary responsibilities being with individual Job Sharers; or
        3. between two or more Employees with shared responsibility for all duties of the position.

Employees sharing a position under a Job Sharing arrangement may work alternative days or weeks, on the same days or weeks, or rotational days or other arrangements that suit the operational requirements of the area.

Each Job Sharer is considered an individual Employee for the purposes of performance and development, accruing and taking leave, promotion or any other condition of employment.

A Job Sharing Employee shall receive the same recruitment, appointment induction and employment conditions as other Employees working in similar roles.

## Position eligibility

All full-time and part-time Employees, including Supervisor/Manager positions, are potentially open to Job Sharing arrangements, unless an exemption has been received from the DHR.

Reasons for exemptions are based on reasonable business grounds, which may include, but are not limited to —

* + - * 1. the incapacity of a Job Share arrangement to be supervised;
        2. limitations of the physical equipment or location of the position;
        3. the expense of implementing the arrangements;
        4. a significant loss in efficiency or productivity;
        5. significant negative impact on customer service;
        6. no capacity, or it is impractical, to change the working arrangements of other Employees, or recruit new Employees; or
        7. other reasonable business grounds.
        8. A Supervisor/Manager or Head of School/Director or equivalent can request the DHR to exempt a position from being offered on a Job Sharing basis by providing to the DHR all relevant information, including —

how the change would affect the workplace's finances, efficiency, productivity and customer service;

how easy it is for current Employees to cover the position duties;

how easy it is to find someone else to perform the position duties; and

the arrangements needed to accommodate Job Sharing.

## Requests for Job Sharing Arrangement

Employees can request a Job Sharing arrangement by submitting a request in writing.

Before making a request for a Job Sharing arrangement, Employees are expected to —

* + - * 1. be clear about what their needs are and advise their Supervisor/Manager about any changed circumstances as early as possible;
        2. find out about their entitlements and what options are available in their area, for example by —

talking to their Supervisor/Manager or Human Resources Adviser;

reviewing relevant information regarding flexible working arrangements in this Policy and the Service Directory; and/or

confirming the likely impact of their superannuation and long service leave entitlements, if relevant.

* + - * 1. consider —

how different arrangements will suit the position and the Employee’s working style;

the likely impact on the Employee’s colleagues and clients; and

the benefits that can be derived from this arrangement for the individual and the work area.

The Supervisor/Manager is expected to discuss with the Employee —

* + - * 1. how the proposed arrangement will affect their working hours, responsibilities, employment conditions and entitlements;
        2. procedures in case of any disagreement regarding the Job Share arrangement;
        3. monitoring and performance evaluation arrangements; and
        4. minimising any perceived negative impacts of the arrangements.

If an arrangement is agreed to, the Supervisor/Manager and Employee will —

* + - * 1. consider any review and support requirements that may be necessary; and
        2. inform other Employee and clients (where appropriate) about the changes and be prepared to discuss their concerns.

## Job Sharing Agreement

A written agreement is required between the University and the Job Share Employee, setting out the details of the Job Share arrangement.

A Job Share agreement will specify —

* + - * 1. Job Share arrangement: the status of responsibility (shared or divided), the allocation of duties (shared or divided) and the arrangement of working times;
        2. position description: a statement that makes clear the overall and broad objective of the position;
        3. duties: the work and activities required to be carried out in the position;
        4. classification level (where relevant): in accordance with the provisions of the applicable enterprise agreement;
        5. hours: the hours of work, flexible working arrangements and the process for any payment of additional hours in accordance with any applicable enterprise agreement;
        6. reporting relationships: specifying the appropriate Supervisor/Manager(s);
        7. the responsibilities of the position: for example, managing a team, reporting to senior management and financial delegation; and
        8. process: including the arrangements and protocols for communication between the Job Sharers, handover processes and voluntary arrangements that may be entered into for relieving due to illness or leave.

A written Job Share agreement must be signed by the Employee and approved by the Delegate.

The Delegate will provide a copy of the approved Job Share agreement to the Employee and send copy of the agreement to Human Resources for placement on the Employee’s file.

## Recruitment and Appointment

Individual applicants who specify that they are applying for a position on a Job Share arrangement are assessed according to their individual merit and the University's recruitment procedures. The availability of another Job Share will not be a consideration in the appointment process.

If an applicant is successful when applying on a Job Share basis, the remaining share of the role (as determined by the University) may be offered to another suitable applicant who is seeking a Job Share arrangement, or readvertised as a part-time role that is part of a Job Share arrangement.

Two applicants may make a joint or linked application for a vacant position. Applicants are considered as individuals, applying in partnership. Where a joint application is received by two or more candidates seeking to Job Share —

* + - * 1. the application will be assessed separately for each individual's suitability, incorporating the principles of Achievement Relative to Opportunity;
        2. appointments will be made on an individual basis, where one individual may be offered an appointment while the other is not successful;
        3. appointment conditions will be discussed with applicants individually;
        4. if, at the shortlisting stage, one half of a joint application is rejected, the successful half should be given the option of continuing to the interview stage or withdrawing their application;
        5. similarly, if one half of a joint application proves unsuccessful at the final selection stage, the applicant should be rejected and the remaining partner should be offered the option of being considered either on a full-time basis or to work with another Job Share partner; and/or
        6. in the event of only one Job Share applicant being considered appropriate for the position, the selection panel must decide whether a full-time appointment or a Job Share arrangement would be most appropriate. If the best person for the job is the single Job Sharer then the Business Unit may need to advertise again for a Job Share vacancy.

## Job Sharing Ratios

At appointment, the Job Sharing ratio and any other Job Sharing arrangements are at the discretion of the University.

The way in which the actual hours of a Job Share post are divided between the Job Share partners will be decided by the Supervisor/Manager and/or Head of School/Director or equivalent, in consultation with the Job Share partners, taking into account the following ——

* + - * 1. the needs of the role and Business Unit;
        2. any limitations on accommodation, equipment etc.;
        3. the desirability of building in a handover period or liaison time (noting that the total hours worked by the Job Share partners must not exceed the normal full-time hours of the position);
        4. communication: between the Job Share partners, between the Job Share partners and their manager(s), between the Job Share partners and their colleagues and between the Job Share partners and their students/clients/customers etc.; and
        5. the need to ensure consistency of approach.

Advice and guidance are available from Human Resources Advisors.

## Vacancies

Where a position be operating as a Job Share arrangement and one of the incumbents leaves the position, the vacant position may be offered to the other Job Sharer/s (where the skills to undertake the duties are available).

Where the other Job Sharer/s chooses not to take on the remaining duties of the role, the position should be advertised as a Job Share position.

Where the vacant position is unable to be filled, alternative arrangements should be made to cover the remaining duties of the position.

Redeployment of the remaining Job Sharer can only occur in accordance with any applicable enterprise agreement and in consultation with Human Resources.

## Terms and Conditions

Job sharers will be considered as separate Employees and will have separate employment contracts.

Job sharers will be employed on a part-time basis. Where relevant, the provisions of an applicable enterprise agreement relating to part-time employment will apply to Job Sharers. Job Sharers will be entitled to employment terms, conditions and entitlements on that basis and in accordance with the requirements of an applicable enterprise agreement relating to part-time Employees.

The undertaking of a Job Share position does not alter the Employee's accrued leave or any other employment entitlements.

Job Sharers are not under any requirement to meet the obligations of the other Job Sharer's position, for example acting as leave relief. However, voluntary arrangements to do so may be agreed.

# Career Mobility Program

## Overview

The Career Mobility Program provides an opportunity for Professional and General Employees (excluding Casual Employees) to register their interest in taking up a fixed term placement to another work area within the University, for a period (normally between 3 and 12 months), to broaden their skills and experience.

The objectives of the Career Mobility Program are to —

* + - * 1. facilitate internal and external mobility opportunities for Professional and General Employees;
        2. enhance career development opportunities for Professional and General Employees;
        3. create a more mobile and flexible workforce to enable the best use of skills and resources; and
        4. enhance the University's prospects of retaining high-quality Professional and General Employees.

The Career Mobility Program does not replace the University’s recruitment and selection processes. It is intended to provide short to medium term development opportunities for Professional and General Employees.

## Eligibility

The Career Mobility Program is available to full-time and part-time Professional and General Employees of all levels who —

* + - * 1. are committed to their own career development;
        2. are able to assume new or different responsibilities; and
        3. wish to take the initiative to show that they are ready to learn new skills and broaden existing skills and experience.

Applicants for mobility would normally have completed twelve months in their current position.

Fixed-term Professional and General Employees are eligible to apply for a placement, although the mobility placement will not extend beyond the term of their current employment contract.

A change in employment conditions will not occur as a result of a mobility placement. Fixed-term or temporary Professional and General Employees will not obtain permanency without undergoing a competitive selection process.

An Employee will not be eligible to apply for the Career Mobility Program while undergoing any formal process for unsatisfactory performance or disciplinary proceedings.

## Participation in the Career Mobility Program

Professional and General Employees will require approval from their Supervisor/Manager to participate in a placement.

Employees who are eligible to apply for the Career Mobility Program must discuss the opportunity with their Supervisor/Manager and obtain their approval. The discussion should cover —

* + - * 1. their desire to participate in the program;
        2. their availability for release;
        3. what they hope to gain by participating in the program; and
        4. what the benefits are for the individual, their work area and the University.

If a Supervisor/Manager does not support a mobility request, without good reason, the Professional and General Employee may seek resolution from the next level of management.

Professional and General Employees may express an interest in participating in a placement at any time during the year.

The Employee and their Supervisor/Manager (for example as part of the Performance Review process) should discuss the Employee’s interests and reach agreement on the type of role the Employee is interested in moving to and what skills and experience they hope to gain and bring back to their work area.

While every effort will be made to find a suitable placement for all applicants, a placement cannot be guaranteed.

Referrals for placement opportunities will be made by matching a person's skills and development interests with positions that arise.

The Supervisor/Manager of the vacant position will interview suitable applicants, conduct referee checks and make a selection where there is an appropriate participant in the program.

If a Professional and General Employee has not been placed within one year of expressing their interest in the career mobility program, they should reconfirm support from their Supervisor/Manager and advise their Supervisor/Manager of their continued interest in a mobility placement.

## Conditions of placements

The length of a placement may vary between 3 and 12 months depending on the requirements of the position.

At the end of the mobility placement the Professional and General Employee will return to their substantive position.

Mobility placements will not normally be extended.

Should the placement extend beyond 12 months it should meet the guidelines of fixed-term appointments. Any extensions are to be negotiated with all parties involved and approved by the releasing Supervisor/Manager.

Generally, placements will be made at the Professional and General Employee's substantive classification level. However, this does not preclude placements at a higher classification level. Any placements made at the higher level will be paid in accordance with the provisions of the Remuneration Policy relating to higher duties allowances.

Where there is a distinct advantage (from a developmental perspective) for an individual to take up a lower level position in another area, the releasing Supervisor/Manager may agree to maintain the individual's salary at their substantive level.

**Receiving Work Areas** are generally expected to honour any commitments previously agreed and negotiated on behalf of the Professional and General Employee. This includes booked leave, salary progression, flexible working arrangements or enrolment in training courses.

Receiving Work Areameans the work area within the University the employee is to be seconded or transferred to.

Prior to commencing a placement, the Employee’s entitlements are to be clearly outlined with the Receiving Work Area, to ensure that they will fit with the operational requirements of that area.

Pro rata leave accrued during a placement is to be funded by the Receiving Work Area. Pro rata leave accrued during a placement can be taken at an agreed time during or directly after the placement. If this is not convenient, then funds are to be transferred to the **Relinquishing Work Area** on the Employee's return to the substantive position to allow for this leave to be taken at a later date.

Relinquishing Work Areameans the work area within the University releasing an employee for Secondment or Transfer.

Release times are negotiated between the Relinquishing Work Area and Receiving Work Area. A graduated release may be negotiated to allow for adequate handover for each position.

Supervisors/Managers will need to be mindful when recruiting resources through the Career Mobility Program to allow sufficient time for handover and to allow the Relinquishing Work Area to make appropriate back fill arrangements.

An induction should take place at the commencement of the position. The induction should be accompanied by a Commencing Professional Development Review (CPDR) to discuss the position, performance expectations and to identify any training requirements.

Generally training will take place on the job. This should be supplemented by support and coaching from the Supervisor/Manager and/or team members as appropriate.

Where a need is identified to develop additional skills, a Supervisor/Manager may nominate a Professional and General Employee to attend a specific training course.

# Transfers and Secondments

## Overview

Employees may —

* + - * 1. undertake Secondments on a temporary basis to another position within the University or with an **External Organisation**; or
        2. participate in a program of Employee exchange with an External Organisation.

Professional and General Employees may also —

* + - * 1. Transfer on a permanent basis to another position within the University; or
        2. accept an alternative placement, initiated by the University, to resolve particular situations which may arise from time to time.

Secondmentmeans a temporary (fixed term) arrangement between two work areas of the University or between the University and an External Organisation.

Transfermeans a permanent Transfer of an employee to a different substantive role within the University.

Secondments will be on a fixed term basis. At the end of the Secondment period, the Employee will resume their substantive position or Transfer to the new position on a permanent basis or fixed term basis.

Periods beyond the initial term of the Secondment are to be mutually agreed between the Employee and the Supervisor/Manager from the Relinquishing Work Area. Consideration will be given to the requirements of the Relinquishing Work Area while also considering developmental opportunities for the Employee.

Any vacancy created by the Secondment of an Employee can only be filled for the term of the Secondment. A person who is appointed to temporarily replace a seconded employee must be advised that the seconded employee has the right of return to their substantive position.

Employees seconded to a position within the University, who have retained the right to return to a position elsewhere (either at the University or an External Organisation) will not be eligible for any severance pay in relation to their seconded position, subject to the terms of any applicable enterprise agreement.

## Internal Secondments

Before submitting an application or expression of interest for a Secondment, Employees are required to seek agreement from their Supervisor/Manager for release for the fixed term period.

If a current Employee of the University is the successful applicant, the Supervisor within the Receiving Work Area will contact the Supervisor/Manager within the Relinquishing Work Area to inform them of the offer. A mutually convenient date of commencement are to be negotiated between the two work areas.

A notice period of at least one month will apply before an Employee commences a Secondment, however a lesser or greater notice period may be agreed between the Employee and the Delegates of the Relinquishing Work Area and Receiving Work Area.

The Employee will retain any annual leave entitlements they accrue and do not clear during an internal Secondment. When the Employee accesses this leave, the leave will be paid at their current rate of pay, regardless of their rate of pay at the time of the Secondment.

The Relinquishing Work Area and Receiving Work Area must complete a copy of the Secondment Form.

Upon request from the Relinquishing Work Area, Human Resources will advise both work areas of the amount and value of annual leave accruals (including on-costs). The value of the accruals will be calculated at the hourly rate applicable on the Employee’s first work day back in the Relinquishing Work Area. The Relinquishing Work Area will then arrange the internal transfer of funds through Finance.

## External Secondments

When undertaking a Secondment with an External Organisation, the provisions of the Leave (Excluding Long Service Leave and Parental Leave) Policy relating to leave without pay will apply.

## Transfers

A Transfer will occur when an Employee has successfully applied for a position within another work area of the University on a permanent basis, with no return to the existing role.

On acceptance of the new position, the Employee must give notice to their Supervisor / Manager in accordance with their employment contract (or a lesser or greater period as agreed between the Employee and the Delegate of the Relinquishing Work Area and Receiving Work Area). The Employee’s employment in their existing substantive role will end. Any break in service of two weeks or less between appointments will not constitute a break in service with the University.

Human Resources must be informed of the Transfer and the Receiving Work Area will organise a new employment contract to be generated through e-Recruitment.

Transferring Employees may retain their accrued entitlements to annual leave, annual leave loading and long service leave.

When an Employee Transfers from one work area to another, funds for annual leave, annual leave loading and long service leave (including pro-rata long service leave) accruals, together with on-costs, are to be transferred from the Relinquishing Work Area to the Receiving Work Area.

Following advice of the Transfer, Human Resources will advise both work areas of the amount and value of leave accruals (including on-costs). The value of the accruals will be calculated at the hourly rate applicable on the Employee's final work day in the Relinquishing Work Area. The Receiving Work Area will then arrange the internal transfer of funds through Financial Services.

## Employee Exchanges and Placements with Other Organisations

A Delegate may approve an Employee's involvement in an Employee exchange program if it can be established that the exchange will be beneficial to the University, the organisation concerned and the individual/s involved.

Recommendations for an Employee’s involvement in an Employee exchange program must be submitted to the Delegate by the Head of School/Director (or equivalent).

Exchanges or placements will generally be for periods of up to six months, depending on the circumstances.

Employees participating in an approved exchange or placement program will be regarded as being on duty at the University with all existing and accruing rights preserved.

The University will ensure that, in respect of its Employees —

* + - * 1. salary and allowance payments continue uninterrupted, with any recoup being arranged by the Relinquishing Work Area directly with the other organisation. Any recoup should be calculated to include on-costs; and
        2. leave and other entitlements continue to accrue in accordance with normal conditions of service. Specific agreement on leave arrangements should be reached with the other organisation before the exchange takes effect.

Any exchange or placement agreement between the University and another organisation will identify the officer to whom the exchange or placement Employee will be responsible.

If disciplinary action is required during the period of the exchange or placement, it may be initiated by the organisation to which the exchange or placement Employee is attached, and administered in consultation with the employing organisation and subject to the provisions of any applicable enterprise agreement.

Reciprocal arrangements may be negotiated with an External Organisation where requested. Reciprocal arrangements need not be simultaneous nor in the same employment field. Funding details must be negotiated prior to the commencement of the exchange or placement.

## Alternative Placement or Transfer

Situations may arise where it is desirable for a Professional and General Employee to be Transferred to an alternative position. These situations include (but are not limited to) —

* + - * 1. when a Professional and General Employee is physically incapable of performing work in their current position but is capable of performing other work;
        2. when a Professional and General Employee is undertaking a University organised, formal rehabilitation programme following a work-related injury as approved by the DHR; or
        3. where the working environment has become unproductive through no fault of either party because of irreconcilable differences.

This provision does not include situations arising from misconduct, unsatisfactory performance, or redeployment and does not create any entitlement for Transfer at the request of the Professional and General Employee.

Any alternative placements or Transfers must comply with the provisions of the Act and The Professional and General Agreement.

After consultation with the Professional and General Employee concerned, their Supervisor/Manager and the Director (or equivalent) where the placement is sought, a recommendation to Transfer the Employee should be sought from the DHR.

When authority is granted for alternative placement and agreement by the Employee, the Employee will be placed in the first suitable vacancy. A suitable vacancy is one which makes an appropriate match between the Professional and General Employee, the position and the work environment.

Where the Transfer is to a position at the same classification level, the equivalent salary and classification level will apply to the Employee.

Where the Transfer is to a position at a lower classification, existing salary may be maintained for a period as agreed at the time of Transfer.

# Pre-Retirement Contracts

## Overview

The University may, at its discretion, consider offering a Pre-Retirement Contract (PRC) to an ongoing Employee who has expressed an intention to retire and therefore resign. PRCs are fixed term contracts. Employee acceptance of a PRC results in cessation of their ongoing employment with the University.

PRCs will only be entered into in accordance with the Act and the provisions of any appliable enterprise agreement.

PRCs will only be offered to ongoing Employees who —

* + - * 1. are already of **Retirement Age**; or
        2. will reach their Retirement Age by the expiry date of the proposed PRC.

The Business Unit is required to fund any PRC costs (i.e. any loading, temporary staff cover while the Employee clears paid leave, etc.).

Retirement Age means —

|  |  |
| --- | --- |
| ***Date of Birth*** | ***Retirement Age*** |
| *Before 1 July 1960* | (55) |
| *1 July 1960 - 30 June 1961* | (56) |
| *1 July 1961 - 30 June 1962* | (57) |
| *1 July 1962 - 30 June 1963* | (58) |
| *1 July 1963 - 30 June 1964* | (59) |
| *From 1 July 1964* | (60) |

## Terms of a PRC

A Head of School/Director (or equivalent) or Employee may request to negotiate a PRC.

The Head of School/Director (or equivalent) will negotiate the terms and conditions of the PRC with the Employee and complete a PRC Proposal Form with the assistance of a Human Resources Advisor.

The SDVC or Executive Member and the DHR are required to approve the proposal for a PRC.

The duration of any proposed PRC will comply with the requirements of applicable legislation. The Head of School/Director (or equivalent) will not negotiate a PRC period with the Employee that exceeds 2 years without the prior approval of the DHR.

The Employee may receive a PRC loading. The PRC loading applicable under any PRC depends upon the length of the contract on the following basis —

* + - * 1. For PRCs with a term of less than 1 year, a maximum loading of 20% of base annual salary will apply;
        2. For PRCs with a term of 1 to 2 years, a maximum loading of 15% of base annual salary will apply;
        3. For PRCs with a term of 2 to 3 years, a maximum loading of 10% of base annual salary will apply, subject to a business case and approval from the DHR;
        4. For PRCs with a term of longer than 3 years, a maximum loading of 5% of base annual salary will apply, subject to a business case and approval from the DHR.

The maximum limits above may only be exceeded where a business case is approved by the DHR.

Factors influencing the payment of a loading include —

* + - * 1. the ability of the Business Unit to meet the financial cost;
        2. the contribution the Employee has made, and will continue to make, to the University;
        3. the benefit to the Business Unit of converting the Employee's employment to fixed-term;
        4. the cessation of eligibility for sabbatical leave;
        5. the period of the fixed-term contract;
        6. the length of time the Employee has been with the University; and
        7. the other terms of the PRC.

The percentage of loading will not apply to the payout of any unused leave on termination of the contract.

In some circumstances an ex gratia payment will be made to the Employee instead of, or in addition to, a PRC loading. The Head of School/Director (or equivalent) will only negotiate an ex gratia payment in addition to a PRC loading where a business case exemption has been approved by the DHR. Where there is no PRC loading, the ex gratia payment will not exceed the equivalent value of the applicable maximum loading unless a business case exemption has been approved by the DHR.

Ex gratia payments will be paid after the expiry of the PRC, unless approved otherwise by the DHR.

Superannuation contributions on any PRC loadings and ex gratia payments will be at minimum the superannuation guarantee contribution rate in accordance with applicable superannuation legislation and at maximum 17% (or any other rate that is applicable in accordance with a relevant enterprise agreement).

Where the PRC does not contain a loading or ex gratia payment, the Employee may negotiate to —

* + - * 1. reduce work hours with no proportional reduction in salary (e.g. a 4 day working week for 5 days salary); or
        2. reduce work hours with superannuation contributions maintained at the full-time level.

The University and the Employees engaged on a PRC may negotiate benefits which promote an ongoing association with the University following retirement, for **Academic Employees** including but not limited to —

* + - * 1. use of School/Centre resources, equipment and other support services. For example, access to a laboratory or use of a laptop computer while still research active;
        2. Senior Honorary (Research) Fellow status for up to 3 years, then subject to review, in accordance with the Senior Honorary Fellow / Senior Honorary Research Fellow Policy.
        3. Recommendation for the award of an appropriate honorary title at the end of the fixed-term appointment, in accordance with the Honorary Appointments Policy.
        4. Recommendation for the award of the title of Emeritus Professor, in accordance with the Award of the Title of Emeritus Professor Policy.

In instances where considerable annual leave is carried forward, the PRC will include a leave clearance plan.

Academic Employees engaged on a PRC will cease to be eligible for sabbatical leave unless specified otherwise in the PRC.

The University's staff performance management and appraisal processes will continue to apply to Employees under PRCs.

A PRC will be terminated in circumstances including but not limited to —

* + - * 1. the Employee retires or dies prior to the contract expiry date;
        2. abandonment of employment;
        3. the Employee's services are terminated for unsatisfactory performance or misconduct; or
        4. otherwise in accordance with the terms of the PRC or applicable enterprise agreement.

Employees under PRCs will not be entitled to severance payments relating to redundancy, subject to the provisions of any applicable enterprise agreement.

# Academic Sabbatical

Academic Employees (excluding Casual Employees) may be eligible to undertake a sabbatical, as an opportunity to contribute to their professional development.

Employees should refer to the Academic Sabbatical Policy and the Service Directory for information regarding academic sabbaticals.

Definitions

**Academic Employee** is defined in the Policy Framework Policy.

**Casual Employee** is defined in the Policy Framework Policy.

**Child Care Employee** is defined in the Policy Framework Policy.

**Delegate** is defined in the Delegations framework Policy.

**ELICOS Employee** is defined in the Policy Framework Policy.

**Employee** is defined in the Policy Framework Policy.

**External Organisation** is defined in the Policy Framework Policy.

**Working from Home** is defined in section 5

**Job Share** or **Job Sharing** is defined in section 6

**Job Sharer** is defined in section 6

**Life Balance** is defined in section 3

**Manager** is defined in the Policy Framework Policy.

**Policy** is defined in the Policy Framework Policy.

**Professional and General Employee** is defined in the Policy Framework Policy.

**Retirement Age** is defined in section 9.1

**Receiving Work Area** is defined in section 7.4

**Regular Casual Employee** is defined in the Policy Framework Policy.

**Relinquishing Work Area** is defined in section 7.4

**Secondment** is defined in section 8.1

**Supervisor** is defined in the Policy Framework Policy.

**Transfer** is defined in section 8.1

**University** is defined in the Policy Framework Policy.

End