



THE UNIVERSITY OF
SYDNEY

PRIVATE & CONFIDENTIAL

Ms Karen Haywood

Chief Human Resources Officer (CHRO)

University of Sydney

NSW 2006 Australia

23 January 2023

Dr Andres Pinilla Palacios

U36/40-42A Park Av

Waitara New South Wales 2077

Dear Dr Pinilla Palacios,

OFFER OF EMPLOYMENT

On behalf of the University of Sydney, I am pleased to offer you an appointment to the position of Associate Lecturer in Design (Education Focused), Architecture, Design and Planning Administration on the terms set out in the attached Schedules.

ACCEPTING THIS OFFER OF EMPLOYMENT

To accept this offer of employment, please select the "I agree" tick-box in Workday as soon as possible or within five (5) working days.

If you are not currently employed by the University you will need to upload the following documentation together with your acceptance online via Workday:

- a certified copy of your personal identity document as detailed in **Schedule 1** "Residency, clearances & qualifications"; and
- if you are a visa holder certified copy of your passport and your visa grant letter or visa entitlement verification online (VEVO).

I look forward to receiving your acceptance and thank you once again for your interest in contributing to the work of the University.

Yours sincerely,

Ms Karen Haywood

Chief Human Resources Officer (CHRO)

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SCHEDULE 1

FAIR WORK INFORMATION STATEMENT

The Fair Work Information Statement which explains the national workplace relations system can be accessed at:
<https://www.fairwork.gov.au/employee-entitlements/national-employment-standards/fair-work-information-statement>

POSITION

Associate Lecturer in Design (Education Focused) Architecture, Design and Planning Administration

COMMENCEMENT DATE

06 February 2023

For all sponsored visa appointments your actual commencement date will be confirmed by your Supervisor subject to visa grant with Australian work rights.

SUPERVISOR ON COMMENCEMENT

Deputy Head of School and Deputy Dean (University School), currently Dr Adrienne Keane

EMPLOYMENT CATEGORY

You are employed on a Fixed Term (Fixed Term) basis, working part-time.

For more information about your employment category and other terms of employment, see the *University of Sydney Enterprise Agreement 2018-2021* (as varied or replaced from time to time) (referred to in this Schedule as “the Enterprise Agreement”). A copy of the Enterprise Agreement is available at: <https://intranet.sydney.edu.au/content/dam/intranet/public-documents/employment/enterprise-agreement/enterprise-agreement.pdf>

CONTRACT END DATE AND REASON

31 December 2023/ Task or Project specific

PROBATION PERIOD

Academic Fellows:

2 years.

Other Academic staff:

12 months with scope for extension of up to a further 12 months, for example, where additional time is required to assess your performance.

During your probation period you are required to:

- complete the University’s online training program and compliance modules; and
- for all continuing teaching and research staff and all teaching and research and education focused staff on fixed-term contracts greater than 12 months - complete the University’s Principles & Practice of University Teaching and Learning Program (or successor program) or be awarded at least an Associate Fellowship by the Higher Education Academy in the UK; and

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- for continuing education focused academic staff - commence the Graduate Certificate in Educational Studies (Higher Education) or otherwise demonstrate progress towards being awarded at least a Fellowship by the Higher Education Academy in the UK.

You are also required to demonstrate that you have the capacity to:

- satisfactorily perform the duties and responsibilities for an academic staff member at your level and within the relevant disciplinary context of your Faculty, School or Discipline (including as outlined in the Position Description for your role); or
- meet the University's performance expectations and standards for:
 - a) research;
 - b) education; and
 - c) governance, leadership and engagement

relevant for an academic staff member at your level in your Faculty, School and/or Discipline;

- act in accordance with the University's expectations for behaviour and conduct as set out in the Staff and Affiliates Code of Conduct, including by upholding and advancing the University's values; and
- meet the specific criteria and expectations for successful completion of probation set by your supervisor, including through the Academic Planning & Development (AP&D) process.

With the exception of Academic Fellows, the University may extend your probation for a further period of up to 12 months, for example, where additional time is required to assess your performance.

If you do not meet any of the requirements detailed above, the University may terminate your employment during the probation period in accordance with clause 81 of the Enterprise Agreement.

For further information on probation, refer to clauses 75 to 85 of the Enterprise Agreement.

HOURS PER WEEK

Your standard working hours are 18.75 hours per week, based on .5 (full-time equivalent).

Your Supervisor will advise the days and hours of work arrangements required of you. These may be changed by the University from time to time after consulting with you.

CLASSIFICATION

Level A Step 6

BASE SALARY ON COMMENCEMENT

\$50,358.50 per annum, based on .5 full-time equivalent.

SUPERANNUATION CONTRIBUTIONS

Existing Staff:

Your existing superannuation arrangements will remain unchanged.

New Staff:

The University's default superannuation fund is UniSuper and the University will make employer superannuation contributions to UniSuper as provided in the Enterprise Agreement. UniSuper offers various schemes and benefits, details of which are provided in the Product Disclosure Statements (PDS) available on the [UniSuper website](#).

Your employer superannuation contributions are paid in addition to your Base Salary, and will be made to UniSuper in accordance with requirements of the UniSuper Trust Deed as varied from time to time and as applicable to you, unless you are currently a member of either the SSS or the SASS, in which case contributions will be made to your State scheme.

If your employment commences prior to 1 November 2021:

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Fixed term staff will receive employer contributions at the rate of 17% of your superannuable salary. The default superannuation option for fixed term staff is [UniSuper's Accumulation 1 Division](#) and the link to the Product Disclosure Statement for this division is available on the [UniSuper website](#).

Continuing staff will receive employer contributions at the rate of 17% of your superannuable salary. On commencement of your employment, the University's employer contributions will be made to [UniSuper's Defined Benefit Division](#). You have the option of remaining in the Defined Benefit Division or transferring to an accumulation account.

Additionally, the University will deduct 7% of your superannuable salary to be paid to UniSuper on your behalf as member contributions. You may elect to vary your member contributions from 7% to an amount between 0% to 7%.

You have a limited period (currently 24 months) in which you can elect on a once-only basis to opt out of the Defined Benefit Division. You may elect to reduce your member contributions at any stage.

If your employment commences on or after 1 November 2021:

Fixed term and continuing staff will receive employer contributions at the rate of 17% of your superannuable salary. You can elect to have your contributions made to [UniSuper's Accumulation 1 Division](#) or your choice of fund. If you do not elect either of these your contributions will be made to your stapled fund as determined by the ATO and if you do not have a stapled fund, contributions will be made to [UniSuper's Accumulation 1 Division](#).

If you are aged 65 years or over your entitlements may be affected by the terms of UniSuper's Trust Deed.

Further information is available from UniSuper or by calling: 1800 331 685. You may also wish to seek professional financial and/or taxation advice in relation to your superannuation options.

If you are currently a member of the SSS or the SASS, the University will continue to make employer contributions in accordance with the requirements of your scheme. You will need to notify your previous employer of your termination date so they can complete the necessary administrative arrangements before your University of Sydney start date. Further information is available from [State Super](#).

For Visa Holders: As a temporary visa holder, you may be eligible to claim your superannuation contributions on the termination of your employment after your departure from Australia. Superannuation may be claimed if:

- you visited Australia on an eligible temporary resident visa;
- your visa has expired or been cancelled; and
- you have permanently departed Australia.

ROLE AND RESPONSIBILITIES

Your initial duties will be assigned to you by your Supervisor, and your position and/or duties may be altered from time to time after discussion with you. By accepting this offer, you agree to:

- carry out such duties as are within your skill, competence and training, at such locations as reasonably determined by the University;
- perform to the best of your abilities and knowledge the duties assigned to you by the University from time to time;
- not act, or be seen to be acting, in conflict with the best interests of the University, and if a conflict of interests appears possible or arises, you agree to notify your Supervisor at the earliest opportunity;
- comply with all laws and University policies and codes of conduct applicable to your employment and the duties assigned to you;
- comply with all lawful and reasonable directions of the University; and
- report to the Supervisor assigned to you by the University or such other person reasonably nominated by the University from time to time.

WINGARA MURA LEADERSHIP PROGRAM (if relevant)

Staff engaged under the Wingara Mura leadership program who are undertaking a Masters or PHD must make satisfactory progress and complete the applicable award in accordance with the school or faculty where the studies are being undertaken.

RESIDENCY, CLEARANCES & QUALIFICATIONS

Your employment is conditional upon your eligibility to work in Australia, compliance with Sanctions Legislation and presentation of either the following original documentation or certified copies if not already provided:

- personal identity documents as detailed in [Verifying your Work Rights](#);

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- your passport and, if you are a visa holder, your visa grant letter or visa entitlement verification online (VEVO);
- any professional registration required for the purposes of your role.

Documentary evidence of your work rights (i.e. evidence of citizenship, residency or visa) must be provided to Human Resources before you commence employment.

Sanctions Legislation means United Nations legislation and Australian legislation which impose restrictions on activities that relate to particular countries, goods and services, or persons and entities and include but are not limited to the *Charter of the United Nations Act 1945* and its regulations and the *Autonomous Sanctions Act 2011* and the *Australian Autonomous Sanctions Regulations 2011*.

MATERIAL CHANGE IN CIRCUMSTANCES

You agree to promptly advise the University of any material change in your circumstances which affects, or has the potential to affect, your employment at the University or the University's reputation, including but not limited to:

- being charged with an indictable offence; or
- any incident or issue connected with your involvement in any external activity.

VISA REQUIREMENTS

If you are a visa holder you:

- are responsible for maintaining your visa status for the duration of your employment, failure to maintain a visa with work rights may result in immediate termination of your employment at the University; and
- must inform your Supervisor and the University's Immigration and Relocation team immediately of any changes in circumstances affecting your visa status, including, for example, the breakdown of your relationship with a primary visa holder or changes to your employment duties.

By accepting this offer of employment, you consent to the University using the Department of Home Affairs' Visa Entitlement Verification Online (VEVO) to check your visa status and entitlements.

If you have any queries with respect to visas or immigration, please direct your inquiries to the University's Immigration and Relocation team at:

Telephone: 1300 850 484 - free call within Australia or +61 2 9351 2000 - direct
Email: hr.immigration.relocation@sydney.edu.au

MEDICAL COVER (For Sponsored temporary visa holders only)

As a temporary visa holder, you must hold adequate health insurance for yourself and any dependants for the duration of your stay in Australia. The University may from time to time require you to provide evidence that you hold appropriate insurance. Travel insurance does not provide adequate health cover for the purpose of obtaining and maintaining a temporary resident visa.

While the University may provide information on private health insurance providers, it is your responsibility to ensure that your health insurance is adequate and current for the duration of your stay in Australia.

ENTERPRISE AGREEMENT

The Enterprise Agreement will apply to your employment on commencement. The terms of the Enterprise Agreement are not incorporated into your contract of employment.

UNIVERSITY POLICIES

University policies are available at: <http://sydney.edu.au/policies/>, and it is important that you familiarise yourself with them. It is a condition of your employment that you comply with all relevant policies and codes of conduct.

University policies, procedures, codes of conduct and position descriptions are not incorporated into your contract of employment.

In this offer of employment, a reference to a policy, procedure or code of conduct means a University policy, procedure or code of conduct as

introduced, altered or replaced by the University from time to time.

ACADEMIC PLANNING AND DEVELOPMENT

The University has an Academic Planning and Development program (AP&D) for the evaluation of work performance and provision of staff development support. All academic staff are required to participate in this program.

LEAVE

Paid leave benefits and procedures for applying for leave are specified in the Enterprise Agreement and University policies. Some of the leave benefits currently provided for full-time staff under the Enterprise Agreement include:

Annual Leave: 4 weeks per year of paid service.

Long Service Leave: 3 months after 10 years' paid service, and additional leave for service in excess of 10 years.

Personal Leave:

- **First Year:** 2 weeks for absences due to illness or injury or carer's leave. All unused leave accrues to the next year;
- **Second and subsequent years:** 10 weeks personal leave per year. 2 weeks for absences due to illness or injury or carer's leave. 8 weeks for absences due to illness or injury only. All unused leave accrues to the next year.

These benefits are available to part-time staff on a pro rata basis.

TAKING ANNUAL LEAVE

Staff are expected to take accrued annual leave before the end of their employment with the University.

PUBLIC HOLIDAYS AND CONCESSIONAL LEAVE

In addition to New South Wales public holidays, the day after the Boxing day public holiday is designated as a University public holiday. The University also provides 'concessional' i.e., additional leave days during its annual closedown period in December/January.

More information about public holidays and concessional days, including arrangements for staff who are required to work on these days, is provided in the Enterprise Agreement.

OTHER FORMS OF LEAVE

Information about other forms of leave, including paid parental leave and professional development leave, is provided in the Enterprise Agreement.

SPECIAL STUDIES PROGRAM

A special studies program is available to eligible academic staff. Under this program, staff are released from their normal duties to undertake a planned program of academic activity and development. Details of the program, including eligibility criteria, are as set out in the Special Studies Program Policy and associated procedures as varied from time to time.

PRIOR SERVICE

Prior continuous service with other Australian Universities may be recognised for future long service leave accrual purposes. The University does not accept or transfer accrued long service leave from previous employers. To apply for recognition, please notify Human Resources of your relevant prior service prior to commencing employment with the University, but not later than two months after commencing work.

INTELLECTUAL PROPERTY

By accepting this offer of employment, you agree to the terms set out in **Schedule 2** regarding intellectual property and agree to comply with the [Intellectual Property Policy](#).

The Intellectual Property Policy also sets out the terms applicable to any moral rights you may have in copyright material owned by the University and commercial benefits that the University receives from developing intellectual property developed, produced or created by you.

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CONFIDENTIAL INFORMATION

To ensure the protection of Confidential Information held by the University, you agree not to use or disclose to any person any Confidential Information except:

- as required in the proper performance of your University duties;
- if compelled by law; or
- with the prior consent of the University.

'Confidential Information' means:

- any confidential information, however communicated or recorded, relating to the activities of the University or its Related Bodies Corporate to which you gain access in the course of, or in connection with your employment with the University including all trade secrets and institutional know how, information relating to the research activities, finances, business affairs, strategies, plans or initiatives of the University or its Related Bodies Corporate and any other sensitive, personal or commercially valuable information including information relating to students or staff of, and contractors to the University (including confidential information belonging to a third party communicated to or obtained by the University under an obligation of confidence and any personal information you may have obtained access to or collected in the course of performing your duties at the University in order to canvass or solicit any donor to the University); and
- all copies, notes and records based on or incorporating the information referred to in the above paragraph,

but does not include any information that was public knowledge when this offer of employment was signed or became so at a later date (other than as a result of a breach of confidentiality by, or involving, you) or the details of this offer of employment.

INFORMATION PRIVACY

The University collects and holds personal information in relation to your employment and may use or disclose information to third parties for purposes relating to your employment and compliance with the University's reporting obligations.

Information you provide to the University such as career history, qualifications and publication lists may be used by the University to create a research profile. If you do not wish your research or career information to be used and/or disclosed for this purpose, please contact the University to discuss alternative arrangements.

WORKPLACE SECURITY AND ICT

To ensure campus safety, security and compliance with relevant laws and University policies, the University uses continuous and ongoing camera, computer and network surveillance as provided for in the *Workplace Surveillance Act 2005* (NSW) and the [Acceptable Use of ICT Resources Policy](#). Under the *Workplace Surveillance Act 2005* (NSW), the University is required to notify you that:

- it may at any time access, monitor or record any communication or information developed, used, received, stored or transmitted by you using University resources; and
- filtering systems on the University's network may restrict or block the flow of certain types of material, including emails and viruses, in and out of the network.

TERMINATION OF EMPLOYMENT

Your employment will end on your contract end date or the contingency specified above. However, you may resign or the University may terminate your employment at an earlier time by giving written notice as specified in the Enterprise Agreement.

The Enterprise Agreement currently provides for notice (or payment in lieu of notice by the University) as follows:

- You may resign at any time (including during probation):
 - a) if you are engaged on a fixed term contract of less than 12 months duration and you resign during probation by giving 13 weeks' written notice or the balance of the term of employment, whichever is the lesser; or
 - b) in all other cases, by giving 26 weeks' written notice.
- The University may terminate your employment during probation:
 - a) without notice on grounds of serious misconduct;
 - b) if you are engaged on a fixed term contract of less than 12 months duration, by giving you 13 weeks' written notice or the balance of the term of employment, whichever is the lesser; or
 - c) in all other cases, by giving 26 weeks' written notice.
- After completion of your probation, the University may terminate your employment by giving the written notice set out below:

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Completed years of continuous paid service and Notice Period given:

Up to 1 year, 1 week

Over 1 year and up to 3 years, 2 weeks*

Over 3 years and up to 5 years, 3 weeks*

Over 5 years, 4 weeks*

*An additional week's notice is provided to staff who are over 45 years of age and who have at least two years continuous service with the University.

The University may direct you to not attend for duty, or to perform different duties during all or any part of any period of notice of termination.

If your employment is terminated for any reason, you agree:

- to return all University property to the University on termination;
- to disclose to the University any password, security access codes or other information used by you in the course of your employment;
- your obligations in relation to intellectual property and confidential information survive the termination of your employment; and
- to provide assistance reasonably requested by the University in relation to any proceedings to which the University or a related entity is a party, whether in relation to intellectual property, confidential information or any other matter.

YOUR OBLIGATIONS - For Visa Holders Only

If you are a sponsored temporary visa holder, the University is required under its sponsorship obligations to inform the Department of Home Affairs within 28 calendar days of the termination of your employment.

From your last day of employment with the University, you and any accompanying dependants will have to find a new sponsor, apply for another visa type or depart Australia within:

- 90 days for visas granted prior to 19 November 2016; or
- 60 days for visas granted on or after 19 November 2016; or
- before the expiry of your visa, whichever events occur first.

For Visa Holder subclass 408 only:

You and your accompanying dependants will have 28 days from your last day of employment with the University to find a new sponsor, apply for another visa subclass or leave Australia. However, if the expiry date of your visa, occurs earlier than 28 days from your last day of employment you are required to leave Australia before your visa expires.

OVERPAYMENT

If you receive a payment from the University to which you are not entitled (an overpayment), you agree that the amount of an overpayment can be applied by the University to meet any future payment obligation to you or will be repaid by you, in accordance with clause 162 of the Enterprise Agreement.

You agree to notify the University of an overpayment within 7 days of becoming aware that such an overpayment has been made.

WORKING WITH CHILDREN

Some positions at the University of Sydney are identified as “child-related work” for the purposes of the *Child Protection (Working with Children) Act 2012* (NSW). If your position is identified as “child-related work”, you are required to provide a verifiable Working With Children (WWC) number prior to commencing work in the position.

If you do not currently hold a valid WWC number, you must complete an online application form with the Office of the Children's Guardian and attend the appropriate government office to verify your identity and make the application payment.

Where it is required a verifiable Working With Children or Application number must be provided and verified prior to commencing employment.

Where applicable employment with the University is conditional upon you maintaining a Working With Children Check clearance under the applicable legislation.

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Refer to the University's [Working With Children Policy](#)

PRE-EMPLOYMENT CHECKS

This offer of employment is conditional based on the satisfactory completion of all role required pre-employment or background checks. Your employment is dependent upon you maintaining the relevant clearances on a continuing basis.

ACADEMICS WORKING IN GENERAL HOSPITALS OR DENTAL HOSPITALS (if relevant)

Clinical:

Where your position is located in a NSW Health Local Health District facility. You are required to:

- comply with the NSW Health code of conduct;
- obtain a WWC number if required for your role, as well as a criminal records check, and to obtain any other appropriate clearances for your role;
- satisfy any NSW Health vaccination requirements; and
- maintain appropriate medical registration by the NSW Medical Board / NSW Dental Board.

Non-Clinical:

- comply with the NSW Health code of conduct; and
- obtain a WWC number if required for your role, as well as a criminal records check, and to obtain any other appropriate clearances for your role.

Your employment is dependent upon you continuing to meet meeting these requirements on a continuing basis.

SCHEDULE 2

By accepting this offer of employment, you agree that the University owns and is exclusively entitled to the Intellectual Property Rights in all Employee Material, being material developed, produced or created by you:

- in and during the course of your employment;
- while engaged in any activity (including, but not limited to, the conduct of research or the development of any invention) which is reasonably related to the work that you perform as an employee of the University;
- at the specific direction of the University; or
- using the resources of the University (including its Confidential Information and Intellectual Property Rights);

other than Exempt Intellectual Property.

You hereby assign to the University absolutely, all right, title and interest in the Intellectual Property Rights in all Employee Material immediately it comes into existence.

The University does not claim ownership of Exempt Intellectual Property, i.e. work created by you which is of a scholarly nature, including, but not limited to, journal articles, conference papers, creative works, proceedings or texts. This work remains your property. However, by accepting this offer of employment you agree to grant to the University a non-exclusive, royalty-free, free of cost, perpetual, irrevocable licence to reproduce, publish, modify, adapt, perform, communicate, transmit and exploit the Exempt Intellectual Property rights anywhere in the world and in any manner the University thinks fit. This licence includes a right to sub-licence the Exempt Intellectual Property rights on the same terms.

You agree to do all things and sign all documents necessary to vest in the University the rights granted by you to the University in this offer of employment.

In this Schedule **Intellectual Property Rights** means all registered and unregistered rights in relation to present and future copyright, trade marks, designs, know-how, patents, circuit layouts, plant breeders rights and all other intellectual property as defined in article 2 of the Convention establishing the World Intellectual Property Organisation 1967.

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