



University of Technology, Sydney

**UNIVERSITY OF TECHNOLOGY, SYDNEY**

**SUPPORT STAFF AGREEMENT**

**2010**

**PART A - OPERATION OF THE AGREEMENT**

**1 TITLE**

This Agreement will be known as the University of Technology, Sydney Support Staff Agreement 2010.

**2 ARRANGEMENT**

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### 3 DEFINITIONS

This Clause contains definitions of relevant terms used throughout this Agreement. Where a term is used in the context of a particular Clause, the definition for that term appears in the relevant Clause.

#### 3.1 Use of singular and plural

For the purposes of this Agreement, unless the context otherwise requires, words in the singular include words in the plural and vice versa.

3.2 ‘Act’ means the *Fair Work Act 2009* (Commonwealth) (as amended or replaced from time to time).

3.3 ‘Bullying’ includes behaviour aimed to demean, humiliate or intimidate staff either as individuals or as a group. Supervisors have a role to play in the prevention of workplace bullying by taking action when instances of such behaviour come to their attention. The University is opposed to workplace bullying.

3.4 ‘Consultation’ at UTS involves the timely provision of information about a matter requiring a decision, and opportunities for relevant parties to identify, seek clarification and respond to issues that are raised for the purposes of:

- achieving effective communication
- allowing decision-making by the University to be informed by the views of the parties who will be affected by the decision, and
- minimising the risks of conflict and misunderstanding.

While it is accepted that consultation may not lead to agreement by all of the parties, consultation does mean that the views that are expressed by them shall be taken into account before final decisions are made by the University.

- 3.5** **'Deputy Vice-Chancellor'** means the person appointed as such to be a Deputy Vice-Chancellor of the University or equivalent position, and includes anyone fulfilling that role on a temporary basis, or any nominee of a Deputy Vice-Chancellor.
- 3.6** **'Director, Human Resources'** means the person appointed as such to be the Director, Human Resources of the University or equivalent, and includes anyone fulfilling that role on a temporary basis, or any nominee of the Director, Human Resources.
- 3.7** **'FWA'** refers to Fair Work Australia.
- 3.8** **'Ordinary rate of pay'** means salary a staff member is entitled to for performing his or her ordinary hours of work and does not include overtime, penalty rates, shift and other allowances or other payments of a like nature.
- 3.9** **'Medical certificate'** means a certificate issued by a person registered or licensed as a practicing health practitioner and the certificate is issued in respect of the area of practice in which the practitioner is registered or licensed.
- 3.10** **'NES'** means the National Employment Standards.
- 3.11** **'Parties'** to this Agreement means the University, its staff and the unions.
- 3.12** **'Policy'** or **'procedure'** means a University policy, directive, procedure or guideline, as appropriate under the University policy framework.
- 3.13** **'Representative'** means a person who is chosen by the staff member to assist or represent them, who may be a staff member or a union but who is not a barrister or solicitor in private practice.
- 3.14** **'Staff'** or **'staff member'** means one or more support staff employed by the University and covered by this Agreement (refer to Clause 6).
- 3.15** **'Supervisor'** means the person or position occupant so nominated in the staff member's position description, letter of offer or as nominated by the University. In matters involving a perceived or actual conflict of interest for the staff member's nominated supervisor or in other matters in relation to which the University considers it appropriate, a reference to a supervisor means a supervisor's supervisor.
- 3.16** **'Union'** in this agreement means and refers either to the Community and Public Sector Union or the National Tertiary Education Industry Union.
- 3.17** **'Unit Increment Date'** means the date on which staff within a work unit are eligible to incrementally progress. This date will be either 1 April or 1 October as determined by a work unit.
- 3.18** **'University'** or **'UTS'** means the University of Technology, Sydney as the employer.
- 3.19** **'Vice-Chancellor'** means the person appointed as such to be the Vice-Chancellor of the University or equivalent, and includes anyone fulfilling that role on a temporary basis, or any nominee of the Vice-Chancellor.
- 3.20** A **'Week'** is equal to five (5) working days within a 7-day cycle.
- 3.21** **'Week's pay'** means the ordinary time rate of pay per week for the staff member concerned.

- 3.22** Any 'year of service' is deemed to be twelve months from the anniversary date of commencement.

#### **4 OBJECTIVES OF THE AGREEMENT**

The University recognises that staff make an important contribution to the advancement of the University's strategic objectives. The University also acknowledges that staff are also members of families and communities, and have commitments not related to work. This Agreement represents a set of consolidated, clear and effective industrial conditions of employment, to the mutual benefit of staff members and the University.

The objectives of this Agreement are to:

- (a) foster cooperative and consultative relationships between the University, its staff, and the unions who have negotiated this agreement
- (b) foster a mutually supportive relationship between staff and supervisors
- (c) facilitate an environment for staff and supervisors to manage workplace issues at the local level
- (d) provide a consultative framework in which the University can respond effectively, flexibly and in a timely manner to the challenges of a constantly changing environment
- (e) provide staff with a flexible, secure and supportive working environment
- (f) help staff balance work, family and community responsibilities
- (g) to achieve continuing improvements in productivity, quality and efficiency
- (h) to support and implement the principles of equity, diversity, health and safety and sustainability
- (i) support the effective implementation of the University's Strategic Plan and the objectives and strategies emanating from the Plan.

Although referred to in this Agreement, the University Strategic Plan does not form part of this Agreement.

#### **5 RELATIONSHIP WITH AWARDS AND CERTIFIED AGREEMENTS**

- 5.1** This Agreement comprehensively regulates the relationship between the University and those staff whose employment is subject to the Agreement. The National Employment Standards and this Agreement contain the minimum conditions of employment for staff covered by this Agreement.
- 5.2** This Agreement is made pursuant to Section 182 of the *Fair Work Act 2009* (as amended) and rescinds and replaces the *University of Technology Sydney Support Staff Agreement 2006*. To remove any uncertainty, this Agreement wholly displaces and operates to the exclusion of all awards and other agreements that would otherwise apply to staff whose employment is regulated by the provisions of this Agreement.
- 5.3** This Agreement does not affect or impede the use or application of any supported wage system for staff with disabilities established by the Federal Government.
- 5.4** Nothing in this Agreement shall be taken as incorporating as a term of this Agreement, any policy, procedure, directive or guideline referred to in this Agreement. If there is any inconsistency between a policy, procedure, directive or guideline and the express terms of this Agreement, the express terms of this Agreement prevail.

#### **6 APPLICATION**

This agreement covers and is binding upon the University and support staff employed by the University classified at levels 1 to 10 in accordance with the Agreement.

This agreement has been negotiated between the CPSU, the NTEU and the University.

## **7 NO FURTHER CLAIMS**

During the nominal term of this Agreement there will be no extra claims made in relation to matters covered by this Agreement.

## **8 LENGTH OF THE AGREEMENT**

**8.1** This Agreement will take effect seven days after its approval by Fair Work Australia and shall expire on 30 June 2013.

**8.2** The University will commence discussions with the unions regarding a replacement agreement no earlier than six months and no later than three months prior to the expiry date of this Agreement.

## **9 AVAILABILITY OF AGREEMENT**

A copy of this Agreement will be available for staff to read and download from the University's website. The Agreement is also available for inspection, upon request to the Human Resources Unit, by any staff member of the University.

## **10 INDIVIDUAL FLEXIBILITY ARRANGEMENTS**

**10.1** Notwithstanding any other provision of this agreement, the University and an individual staff member may agree to vary the application of certain terms of this agreement to meet the genuine needs of the University and the individual staff member. The agreement between the University and the individual staff member must be confined to a variation in the application of one or more of the terms listed in below.

### **Annualisation of Salary**

A staff member employed on a part-year basis may apply to the University to receive an annualised salary payment over a 12-month period based on the staff member's proportion of full-time employment.

### **Purchased Leave**

A staff member may apply to enter into an agreement with the University to purchase 10 days (2 weeks) or 20 days (4 weeks) additional leave in a 12-month period.

The purchased leave will be funded through the reduction in the staff member's ordinary rate of pay. To calculate the purchased leave rate of pay, the staff member's ordinary salary rate will be reduced by the number of weeks of purchased leave and then annualised at a pro-rata rate over the 12-month period.

### **Arrangements for when work is performed**

A staff member may apply to vary his/her working arrangements in accordance with Clause 36.7 of this Agreement. The staff member and UTS may agree to a work arrangement which is outside the ordinary span of hours applicable to the staff member.

**10.2** The University may agree to a request, provided the staff member and the University genuinely agree to the arrangement without coercion or duress, and the staff member is not disadvantaged in relation to their terms and conditions of employment.

The agreement will be taken not to disadvantage the individual staff member in relation to their terms and conditions of employment if:

**10.2.1** the agreement does not result, on balance, in a reduction in the overall terms and conditions of employment of the individual staff member under this agreement; and

**10.2.2** the agreement does not result in a reduction in the terms and conditions of employment of the individual staff member under any other relevant laws of the Commonwealth or any relevant laws of a State or Territory.

**10.3** The University when seeking to enter into an agreement must provide a written proposal to that staff member. Where the staff member's understanding of written English is limited the University must take measures, including translation into an appropriate language, to ensure the staff member understands the proposal.

**10.4** The University must ensure that the individual flexibility arrangement:

(a) is in writing; and

(b) includes the name of the University and staff member; and

(c) is signed by the University and staff member and if the staff member is under 18 years of age, signed by a parent or guardian of the staff member; and

(d) includes details of:

(i) the terms of the enterprise agreement that will be varied by the arrangement; and

(ii) how the arrangement will vary the effect of the terms; and

(iii) how the agreement does not disadvantage the individual staff member in relation to the terms and conditions of his or her employment as a result of the arrangement; and

(e) states the day on which the arrangement commences.

**10.5** The University must give the staff member a copy of the individual flexibility arrangement within 14 days after it is agreed to.

**10.6** The University or staff member may terminate the individual flexibility arrangement:

(a) by giving no more than 28 days written notice to the other party to the arrangement and the agreement ceasing to operate at the end of the notice period; or

(b) if the University and staff member agree in writing at any time.

**10.7** The University is responsible for ensuring that all of the requirements of this clause are met.

**10.8** The University will provide a copy of a staff member's flexibility arrangement made under this clause to a Union, upon the written request of the staff member.

**10.9** The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between the University and an individual staff member contained in any other term of this agreement.

## **11 UNION REPRESENTATION**

**11.1** This Agreement acknowledges that staff have the right to choose whether or not they wish to be a member of and be represented by a union. It is recognised that unions are a legitimate representative of staff.

- 11.2 New staff will be provided with information on how to access the union web site.
- 11.3 A staff member appointed as a union representative may undertake authorised union activities, including making representations on behalf of members, and will be allowed reasonable paid time to do this consistent with the operational needs of the staff member's work unit.
- 11.4 Unions may hold meetings of members on the premises of the University provided that adequate notice has been given to the Director, Human Resources of the intention to hold a formal meeting.
- 11.5 Unless otherwise agreed with the University, meetings of union members will be held during meal breaks or other work breaks.
- 11.6 Staff may be granted up to five days leave per year to attend union training or conferences. This leave is in addition to other forms of leave specified in Part C of this Agreement.
- 11.7 The University will recognise and respect the right of entry provisions of the *Fair Work Act, 2009*.
- 11.8 A staff member may ask the University to deduct union membership fees from the staff member's salary. This arrangement may be terminated by either the staff member or the union by two weeks written notice to the University.

## 12 RESOLVING DISPUTES

### Principles

- 12.1 The parties to this Agreement have an interest in its proper application and in minimising and settling disputes about matters in this Agreement in a timely manner.
- 12.2 An industrial dispute regarding the interpretation, application or operation of a provision of this Agreement or the National Employment Standards, will be resolved using the procedures set out in this Clause. Any of the parties may initiate a dispute in accordance with the procedures set out in this clause.
- 12.3 At any stage during the dispute resolution process, a staff member may choose to be represented by the union.

### Procedures

- 12.4 Where an industrial dispute arises under this Clause, the affected staff member(s) or their union representative will provide the Director, HRU or nominee with written notice of the dispute. The written notice will set out the particulars of the dispute in sufficient detail to enable proper consideration and understanding of the matter in dispute. The parties to the dispute must meet and attempt to resolve the matter within five working days of receipt of the written notice or as soon as possible thereafter.
- 12.5 Where the parties to a dispute, which is not settled under sub-clause 12.4, believe it would be beneficial to have further discussion, at least one further meeting will be held to attempt to resolve the matter.
- 12.6 Where the dispute is not resolved by the processes referred to above, a party to the dispute may refer the matter to FWA for resolution by mediation and/or conciliation and, if the dispute remains unresolved, by arbitration. In dealing with the dispute FWA may exercise any of its powers available to it under the Act. During this process the staff member and the University may be represented, where requested, by a person or organisation of their choice.



- 12.7** Subject to any legal right of appeal or review which might exist, (which in the case of FWA, shall include the right to appeal to a Full Bench of FWA) the resolution of the dispute shall be binding on the parties to the dispute.
- 12.8** Except where an occupational hazard exists until the procedures in sub-clauses 12.4 to 12.6 have been exhausted:
- (a) work shall continue in the normal manner
  - (b) no industrial action shall be taken by the University or the staff
  - (c) the parties to the dispute shall not take any other action likely to exacerbate the dispute.

### **13 HUMAN RESOURCES POLICIES, PROCEDURES, DIRECTIVES AND GUIDELINES**

- 13.1** The University and its staff recognise the importance of best practice in the implementation of policies, procedures, directives and guidelines that are related to the conditions and benefits affecting employment of staff at the University.
- 13.2** The terms and conditions of employment for staff are outlined in this Agreement. Policies, procedures, directives and guidelines relating to conditions and benefits affecting employment are contained in the UTS Human Resources Manual. These may be changed from time to time and they will apply in the form they are in as at the time of the relevant decision/action.
- 13.3** To support effective consultation and dissemination and in relation to the development and review of human resources policies, procedures, directives and guidelines, a Policy Reference Group will be established consisting of:
- two staff members nominated by the Branch President of each Union
  - four staff members elected by and from all staff covered by this Agreement
- 13.4** The Policy Reference Group will be invited and given sufficient time to provide their views on the development of new or revision of a particular human resources policy, procedure, directive or guideline.
- 13.5** Where substantive changes to University human resources policies, procedures, directives and guidelines are proposed that directly affect the employment conditions of staff, reasonable notice will be given and consultation with the Policy Reference Group will take place prior to any decision being made.

### **14 PRINCIPLES OF CONSULTATION AT UTS**

- 14.1** The University will consult with staff, and where a staff member so chooses their union representative, on workplace relations issues, on the achievement of the Agreement's objectives and about grievances or disputes arising from implementation. In doing so, the University will take their views into account before making final decisions.
- 14.2** The University may use a variety of mechanisms to communicate and consult to ensure that staff are kept informed of issues in the workplace and are provided with the opportunity to contribute their views about changes to workplace matters that directly affect them and on how to improve operations, structures or processes at UTS generally. Mechanisms for communication and consultation can include:
- (a) communication from the Vice-Chancellor to staff on important University developments
  - (b) meetings of individual work units or groups at which feedback and the views of staff is sought

- (c) meetings with relevant groups of staff and/or their representatives, where they so choose, to obtain their views on one or more particular issues
- (d) focus groups to obtain the views of staff on one or more particular issues
- (e) the HR policy reference group, and
- (f) staff forums through which staff can be invited to contribute their views.

**14.3** Managers and supervisors have a responsibility for ensuring that staff are informed of and consulted about changes at the local workplace level.

**14.4** All staff are encouraged to access information and to participate in consultation processes, to maintain personal awareness of institutional issues and developments and to use the opportunities available to provide their view on workplace matters that are of interest to them.

## **15 JOB SECURITY**

**15.1** Job security is important if the University is to function effectively and to achieve its strategic goals.

**15.2** Job security is supported by:

- a) the University seeking to at least maintain the overall size of its workforce; and
- b) the University recognising that the use of casual and fixed-term employment is not a substitute for continuing employment. Wherever possible, the University will pursue the principle of offering ongoing employment through its workforce planning initiatives.

## **16 MANAGING CHANGE IN THE WORKPLACE**

### **16.1 Principles**

**16.1.1** The parties recognise that change will occur as the University evolves over time and as circumstances require. Many changes that take place in the workplace can be relatively minor and, as a consequence, will be addressed at the workplace level through direct local discussion and consultation with individual staff and/or the work group. The University and its staff will pursue ongoing improvements in the quality and cost effectiveness of University programs and support services, and in support of the University's strategic objectives.

**16.1.2** The parties acknowledge that the sound management of workplace change is enhanced by the involvement of the people who will be directly affected by that change. The University will manage change in a proactive, transparent and constructive manner, so as to minimise any adverse effects on the University workplace community while ensuring that the University is able to adapt appropriately to changing circumstances. The parties recognise that the management of change is enhanced by consultation with and input from staff directly affected by the change.

**16.1.3** A staff member may choose to seek advice, representation or assistance from a union or a person of their choice throughout the change management process, provided that person is not currently a solicitor or barrister in private practice.

**16.1.4** The process described in this Clause applies to changes that could reasonably be expected to have a significant effect on staff. Significant effects may arise with, but are not limited to:

- (a) the need to transfer staff to other work locations, such as from one campus to another
- (b) a reduction in the number of positions that is likely to lead to retrenchments
- (c) outsourcing of existing services
- (d) the alteration of working arrangements applicable to a work unit(s) (such as the

introduction of shift work or new technology) or changes to organisational structure

- (e) significant changes to student numbers, to the academic year pattern, or any other significant change likely to give rise to reductions in staffing or major changes to workloads.

## **16.2 Consultation**

**16.2.1** When a proposal for change of the nature described in sub-clause 16.1 is identified, the University will initiate a consultative process with all affected staff and the union about the need for the change. Such consultation will be initiated in a timely manner prior to any final decision being made, and will involve one or more meeting(s) to which affected staff will be invited to allow discussion of issues. The University will provide relevant information and documentation to the affected staff as part of the consultation process. Consultation will occur with all relevant staff and the union, covering:

- (a) the nature of and rationale for the change
- (b) the potential benefits for staff or possible adverse effects on staff, if any
- (c) suggestions for avoiding or mitigating any potentially adverse effects on staff including any workload implications
- (d) the timeframe for the proposed change process; and
- (e) whether a post implementation review is appropriate.

## **16.3 Implementation**

**16.3.1** Once the University decides to proceed with the proposed change in either its original or a revised form then the University will consult with the affected staff and the union on strategies and timelines for the implementation of change. The University will also confer with staff and the union on any measures necessary to mitigate any negative consequences for affected staff arising from the change.

## PART B - SALARIES AND RELATED MATTERS

### 17 SALARY INCREASES AND RATES OF PAY

All continuing and fixed-term staff who are employed by the University on the date this Agreement is approved by Fair Work Australia will receive a bonus payment of \$1000 (pro-rata for part-time and part-year staff). This payment will not be subject to the increases provided for in sub-clause 17.1, will not be added to the rates set out in Schedule 1 and does not attract superannuation contributions.

#### Salary increases

17.1 This Agreement provides for increases in salary rates for all staff to whom the agreement applies.

These salary increases are only payable to staff employed by the University on, or subsequent to, the date of lodgement of this Agreement.

The following salary increases will be paid to staff covered by this Agreement:

- 2% from the first pay period commencing on or after 1 November 2009 (paid)
- 2% from 1 May 2010 (paid)
- 2% from 1 November 2010
- 2% from 1 May 2011
- 2% from 1 November 2011
- 2% from 1 May 2012
- 2% from 1 November 2012
- 2% from 1 May 2013

#### Rates of pay

17.2 The rates of pay for full-time staff will be as contained in **Schedule 1**.

17.3 The rates of pay for casual staff will be as contained in **Schedule 2**. These rates of pay incorporate a casual loading in lieu of those Agreement benefits for which casual staff are ineligible including those leave entitlements to which casual staff are not entitled. The casual loading will increase to 24% with effect from 1 November 2011, and to 25% with effect from 1 November 2012.

17.4 Part-time and part-year staff will be paid pro-rata based on the appropriate full-time salary.

17.5 All rates of pay contained in this Agreement are inclusive of annual leave loading entitlements specified in any enactment, award or industrial agreement.

17.6 The rate of pay for exam supervisors will be determined by reference to the support staff classification descriptors and the appropriate rate of pay, as contained in this Agreement.

17.7 Apprentices will be paid the following percentages of the salary prescribed for the first Step of HEW Level 3:

- 1<sup>st</sup> Year 45%
- 2<sup>nd</sup> Year 60%
- 3<sup>rd</sup> Year 75%

- 4<sup>th</sup> Year 90%

**17.8** The University may employ trainees (ie persons who undertake a structured program of paid work and training) pursuant to a training agreement registered with the relevant State Training Authority. Trainees will be paid a proportionate amount relevant to the level of work required in accordance with Schedule 1, taking into account periods away from work due to training.

**17.9** Staff who are eligible for a supported salary who meet the impairment criteria for the Disability Support Pension will be paid the applicable percentage of the relevant rate for the work they are performing in accordance with the Special Supported Wage System (Employees with a Disability) Australian Pay and Classification Scale and the following prescribed rates:

Assessed Capacity	% of prescribed salary rate
10%	10
20%	20
30%	30
40%	40
50%	50
60%	60
70%	70
80%	80
90%	90

## **18 SUPERANNUATION**

**18.1** The University will maintain, in respect of existing and new staff, current employer superannuation arrangements (including eligibility for employer contributions for qualifying staff of 17 per cent) for staff during the nominal life of this Agreement except where a staff member requests arrangements in accordance with sub-clause 18.2 below.

**18.2** Staff who are members of the UniSuper Defined Benefit Plan (DBP) or Investment Choice Plan (ICP) may, provided that the UniSuper Trust Deed so allows, elect to forego the 3% University superannuation contribution to the Award Plus Plan (APP) and receive a 3% non-superannuable salary loading in lieu.

## **19 INCREMENTAL PROGRESSION**

### **Principles**

**19.1** Under normal circumstances, a staff member appointed to an incremental scale will progress through that scale.

**19.2** A staff member who is not on the maximum salary point in their classification will incrementally progress to the next salary step following an assessment by the supervisor that performance has been satisfactory.

**19.3** The assessment of whether performance has been satisfactory will be informed by the performance review and development process (see Clause 47).

**19.4** An increment will only be withheld, where a supervisor has submitted a report of unsatisfactory performance to the Dean/Director in accordance with sub-clause 53.8. In such cases, payment of the increment will be suspended pending a final decision by the Vice-Chancellor.

- 19.5** If the decision under sub-clause 19.4 determines that the increment be paid, it will be paid from the staff member's incremental date and back-dated if necessary.
- 19.6** Any decision or recommendation in relation to incremental progression, including accelerated incremental progression must be made before the staff member's increment date. If a decision or recommendation has not been made before the staff member's incremental date, then the staff member will receive incremental progression to the next step within the classification.
- 19.7** Incremental progression shall normally occur on the Unit Increment Date of the staff member's work unit.

## **20 POSITION CLASSIFICATION AND EVALUATION**

### **Principles**

- 20.1** Support staff positions will be classified within a classification level using the descriptors as set out in **Schedule 3** and in accordance with the University procedures for evaluation and classification of support staff positions.
- 20.2** Support staff positions, other than those which are filled by a casual staff member or a staff member appointed for a fixed-term of 12 months or less will have a position description which will be used as the basis for determining the appropriate classification level of a position against the classification descriptors. A position description includes descriptions of:
- (a) the purpose of the position and its overall context within the workplace
  - (b) the degree of task complexity
  - (c) the scope for decision-making
  - (d) the level of knowledge, experience and skill required
  - (e) the challenges and problem solving within the position
  - (f) the relationship of the position to other positions within the work unit.
- 20.3** The position description must be signed by the immediate supervisor, the supervisor's supervisor and the position incumbent (where there is one) indicating agreement that the position description accurately describes the role. A copy of the position description will be provided to the position incumbent (where there is one) or to a new staff member who is appointed to the position.
- 20.4** A position will be evaluated within the context of the following general principles:
- (a) it is the position not the occupant that is the subject of evaluation; and
  - (b) in evaluation processes, the classification descriptors will be applied consistently across positions.
- 20.5** The effective date of a new classification level and remuneration for a position which has been upgraded as a result of a classification review will be the date on which the revised position description was lodged with the Human Resources Unit for review.
- 20.6** A staff member may apply no more than once in any twelve-month period to have the work level of their position description reviewed in order to establish the appropriate level and remuneration of that position. A staff member who disagrees with the outcome of the review may submit to the Director, HRU a request for the reasons for the outcome and that the evaluation be re-assessed, identifying where they believe the outcome is incorrect.

## **21 BROADBANDING**

### **Principles**

- 21.1** It is recognised that staff and the University may benefit from arrangements which enable positions to grow beyond one classification level. Broadbanding provides a framework for linking staff competencies and their longer-term personal and professional growth with the University's operational and strategic direction. Where it can be demonstrated through the performance review and development process that mutual benefits will result for staff and the University, classification levels may be broadbanded in accordance with the level descriptors in **Schedule 3**.
- 21.2** The following principles will apply to proposals for broadbanding of support staff positions:
- (a) broadbanding applies to positions not to staff occupying those positions
  - (b) broadbanding may be across either two or three successive levels
  - (c) duties and accountabilities applicable to each level of a broadbanded position will be identified in the position description
  - (d) the competency requirements to be met to progress to the higher level will be developed through the performance review and development process
  - (e) incremental progression within a level will be in accordance with Clause 19 of this Agreement.
- 21.3** When any local broadbanding arrangements are being developed, affected staff and the union will be consulted. These arrangements must be approved by the relevant Dean/Director to ensure they meet the requirements of the work area. All broadbanding arrangements will be provided to the Director, Human Resources to ensure that they are consistent with this clause.
- 21.4** All staff covered by a local Broadbanding arrangement will be provided with a copy of those arrangements once they have been approved for implementation.
- 21.5** Progression to a higher level shall be available only when the staff member's supervisor certifies that:
- (a) the competency requirements for progression established for the occupational group and/or work unit are satisfied by the incumbent
  - (b) that the quality of work performed by the staff member is consistent with work required of the higher level and the position description, and
  - (c) there is work consistently available at the higher level.
- 21.6** Where progression to a higher level is not approved the affected staff member will be provided with written feedback by the supervisor, including the reason why progression is not approved.

## **22 FLEXIBLE SALARY PACKAGING**

- 22.1** All eligible staff may choose to enter into a salary packaging arrangement with the University for the purposes of receiving a salary lower than that to which they are entitled under **Schedule 1**, in exchange for a benefit of equivalent value.
- 22.2** Where an agreement is reached between a staff member and the University in accordance with sub-clause 22.1, benefits may be provided to the extent that the cost to the University of providing the benefits and the reduced salary does not exceed the cost to the University of providing the salary prior to entering into the salary packaging arrangement.

## **23 HIGHER DUTIES ALLOWANCE**

- 23.1** Where the University requires a staff member to perform some or all of the duties of a position classified at a higher level for a minimum period of five consecutive working days (or in the case of a part-time staff member, for a minimum period of the staff member's normal working week), the staff member will be paid their substantive salary as well as an allowance equal to the difference between the staff member's substantive salary and the minimum salary for the level of the higher classified position.
- 23.2** Where the staff member is assuming only a proportion of the role then a proportion of the allowance will be paid for the proportion of work performed. The proportion of the work to be performed will be determined by the University.

## **24 TRAVEL ALLOWANCES AND REIMBURSEMENT**

- 24.1** Where a staff member is required to travel to undertake official business for the University, the staff member shall be entitled to payment of accommodation and meal costs for such travel in accordance with the sustenance rates as applied by the University from time to time in accordance with advice from the Australian Tax Office. This Clause is not intended to preclude the University from determining, at its discretion, that it will meet reasonable actual expenses incurred rather than paying a sustenance allowance.
- 24.2** The University will reimburse the staff member for the costs of local business travel (eg public transport, taxi or parking fees and any toll fees) required by the University.
- 24.3** Time spent in travelling by a staff member for official University business shall be regarded as ordinary time.
- 24.4** A staff member required to travel for eight hours or more to work offshore will be entitled to 24 consecutive hours off duty either prior to travel or on arrival at the destination, as well as 24 consecutive hours off duty upon his/her return. Such time will be deducted from the ordinary time accumulated under sub-clause 24.3. These arrangements do not apply when a staff member elects to attend conferences or undertake other activities which are not at the direction of the University, or if the staff member elects to take leave either beforehand or following the period of travel.

## **25 FIRST AID ALLOWANCE**

- 25.1** A staff member appointed by the University as a First Aid Officer (in addition to their substantive position) who possesses a current First Aid Certificate shall be paid the first aid allowance as provided in **Schedule 4** of this Agreement.
- 25.2** A staff member appointed by the University as an Occupational First Aid Officer (in addition to their substantive position) possessing the required qualifications shall be paid an Occupational First Aid allowance as provided in **Schedule 4** of this Agreement.
- 25.3** The First Aid allowances will be adjusted annually in line with increases in these allowances as determined by the NSW Public Service. The adjustment will take effect from the pay period commencing on or after 1 April.



## **PART C - LEAVE ENTITLEMENTS**

### **APPLICATION OF LEAVE PROVISIONS TO PART-TIME AND PART-YEAR STAFF MEMBERS**

A staff member employed on a part-time or part-year basis shall be entitled to the amount of leave available under the relevant clauses of this Agreement according to the proportion of full-time of her/his appointment.

Except as provided for in sub-clause 31.4, a casual staff member receives a loading in lieu of paid leave entitlements.

### **26 PUBLIC HOLIDAYS**

The days on which public holidays will be observed are New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day, and any other day proclaimed by the Governor of New South Wales as a public holiday throughout the whole of the State.

### **27 ANNUAL LEAVE**

#### **Principles**

Staff are encouraged to take annual leave to promote health and well-being. As far as practicable, security staff will take annual leave outside of teaching and examination periods. A staff member and her/his supervisor will discuss the staff member's annual leave plans in the context of their annual workplan. A staff member may take leave as it accrues subject to their supervisor's approval of the start and completion dates of that leave. A supervisor must normally approve annual leave prior to the staff member taking leave.

#### **Eligibility and entitlement**

- 27.1** All continuing and fixed-term staff are entitled to paid annual leave. Full-time staff are entitled to 20 working days per annum, accrued pro-rata on the basis of service. Service excludes periods of leave without pay.
- 27.2** A shift worker who works 26 or more ordinary shifts on Sunday and/or public holidays between 1 December one year and 30 November the next year will be entitled to an additional five days annual leave at their ordinary rate of pay.
- 27.3** A staff member may accumulate up to 40 days annual leave (pro-rata in the case of part-time or part-year staff) without being required to take annual leave.
- 27.4** A staff member whose accrued annual leave entitlement exceeds 40 days (pro-rata in the case of part-time or part year staff) may be given 6 months notice, in writing, by his/her supervisor to take annual leave. The supervisor's direction will specify the commencement and end dates of such leave which will be for a period of at least 10 working days and will reduce the staff member's accumulated leave to less than 40 days on the staff member's return to work. The staff member will be provided with the opportunity to propose alternative dates for the leave, provided that the total period of leave is no less than the period of the directed leave. The supervisor and staff member may agree to alternative dates for the leave, subject to operational requirements.
- 27.5** Where, in accordance with sub-clause 27.4 a supervisor directs or approves a staff member to take a period of annual leave, the staff member will be regarded as being on leave for the period specified or approved by the supervisor and the staff member's leave credits will be reduced accordingly.

**27.6** Subject to approval by the Dean or Director, a staff member who has accrued more than their annual entitlement to annual leave (ie more than 20 days for a full-time staff member) may apply to cash out annual leave in excess of their annual entitlement as follows:

- (a) leave may be cashed out only if the staff member takes an amount of annual leave equal to or greater than that cashed out; and
- (b) an election to cash out leave must be in writing and specify the dates when leave is being taken and the amount of leave to be cashed out.

Payment of leave being cashed out will be made in the pay period immediately following the first day of annual leave to be taken in conjunction with a cash out.

## **28 CHRISTMAS – NEW YEAR LEAVE**

The University provides three days Christmas – New Year leave on full pay without deduction from any leave account to all continuing and fixed-term staff. Christmas – New Year leave combined with the designated public holidays (Christmas Day, Boxing Day, New Years' Day) results in the University's closure over this period. One day is in lieu of Bank Holiday (August) while the other two days are provided by the University.

Where a staff member is required by their supervisor to work on any of the three days provided for above, the supervisor and staff member will agree to an alternative day/s leave on full pay.

## **29 SICK LEAVE**

### **Eligibility and entitlement**

**29.1** All continuing and fixed-term staff are entitled to paid sick leave. For full-time staff, sick leave accrues at the rate of 15 days per calendar year of service. For staff starting work during the year and staff appointed for a fixed-term period of twelve months or less, the entitlement accrues for each full month remaining in that year. This entitlement accumulates with each calendar year of service and is reduced by any sick leave taken.

**29.2** If unable to attend work through illness, staff should notify their supervisor within 24 hours of normal commencement of duty, stating the incapacity and likely length of absence. A medical certificate is required when a staff member takes four or more consecutive days of sick leave or under circumstances set out in sub-clause 29.7.

**29.3** Staff may access their sick leave in the form of personal leave to provide care for sick relatives or household members or for bereavement due to the death of a relative or household member, in accordance with the provisions for Personal Leave (refer to clause 30).

### **Sickness during annual and long service leave**

**29.4** A staff member who becomes ill for a period of five consecutive working days during annual or long service leave may claim sick leave (to the extent of sick leave accrued) instead of the annual or long service leave for the period of the illness. A medical certificate must be submitted covering the period of the sick leave.

### **Sick leave without pay**

**29.5** At the discretion of the University, a staff member whose sick leave entitlement has been exhausted may be granted sick leave without pay (SLWOP). A period of sick leave without pay must be covered by an appropriate medical certificate.

SLWOP will be counted as service for the purposes of determining entitlements to:

- (a) annual leave accrual;
- (b) long service leave accrual (except that when determining whether a staff member has completed ten years' service, SLWOP does not count as service if when aggregated it is in excess of six months. The aggregated SLWOP of up to six months does count as service and any aggregated SLWOP over six months does not. Once it has been determined that a staff member has completed ten years service, any single period of sick leave without pay not exceeding six months will continue to count as service);
- (c) the accrual of further sick leave;
- (d) personal leave;
- (e) eligibility for financial assistance for study at UTS; and
- (f) incremental progression.

**29.6** For the purpose of incremental progression a staff member who is:

- (a) absent from duty on unpaid sick leave of six months or less during the twelve month Performance Review and Development cycle applicable to a UID - performance for the purpose of incremental progression will be assessed on the basis of their performance during the period of duty during the Performance Review and Development cycle;
- (b) absent from duty on unpaid sick leave of more than six months during the twelve month Performance Review and Development cycle applicable to a UID – the staff member will not be eligible for consideration for incremental progression until the following year.

### **Management of sick leave**

**29.7** The Director, HRU may require a staff member for a six (6) month period to provide a medical certificate for all future absences on sick leave from the date of notification, regardless of duration, under the following circumstances:

- (a) a staff member has a pattern of recurring absences on sick leave which may be for periods of four days or less and/or
- (b) there is evidence that a staff member is not using sick leave for its proper purpose,

### **Special sick leave**

**29.8** Up to 20 days paid special sick leave may be granted by the Director, Human Resources to a staff member who is terminally or critically ill and on an extended period of leave. Special sick leave may only be granted when normal sick leave and other entitlements have been exhausted, and will be applied fairly and equitably for all staff.

### **Requirement to submit application**

**29.9** All staff are required to promptly complete and submit a leave application in respect of any absence on sick leave.

## **30 PERSONAL LEAVE**

### **Definitions**

**30.1** For the purposes of this Clause, 'relative' is defined as follows:

- (a) spouse, former spouse, a de facto spouse, or former de facto spouse (de facto spouse includes partners of the same sex) or

- (b) child or adult child (including adopted child, step child, ward or ex nuptial child), parent (including step-parent), grandparent, grandchild or sibling (including step- or half-sibling) of the staff member or staff member's spouse as defined in (a) above.

There may be definitions of 'relative' which are not included here but due to wider kinship and family networks of many cultures would be considered appropriate under this Clause.

## **Principles**

- 30.2** Personal leave may be granted to assist staff to achieve a work life balance. The provision of personal leave is an acknowledgement that staff of the University are also members of families and communities and have commitments not related to work. In addition to the personal leave available in accordance with this Clause, staff may use available annual leave or long service leave, or leave without pay for personal reasons. The University expects supervisors to be sensitive and flexible in making arrangements for staff members to attend to personal matters.

## **Entitlement**

- 30.3** A staff member may be granted up to seven days personal leave with pay per calendar year under circumstances including the following:

- (a) to provide care or support to relatives or members of their household who are ill or injured
- (b) bereavement due to the death of a relative or household member
- (c) to deal with an emergency situation arising due to fire, flood, burglary or other unforeseen event beyond the control of the staff member
- (d) where the carer of a staff member's child is unable to look after the child
- (e) attendance at the staff member's own graduation, citizenship and justice of the peace ceremony (normally expected to be up to half a day for each ceremony)
- (f) moving house (normally expected to be up to one day per twelve months)
- (g) appointments and commitments associated with pre and post natal responsibilities
- (h) to adhere to and celebrate cultural or religious days of observance.

- 30.4** Personal leave is not cumulative.

- 30.5** In addition to an entitlement to personal leave, a staff member is entitled to access his/her sick leave accrued from 24 October 1995 for leave to provide care or support to relatives or members of their household who are ill (ie sub-clause 30.3(a) above) or for bereavement due to the death of a relative or household member (ie sub-clause 30.3(b) above).

- 30.6** Staff who have exhausted their personal leave and sick leave entitlements may apply for any available annual leave and/or long service leave or leave without pay to cover the necessary period of absence. In exceptional circumstances such as multiple deaths within a family and/or household in a twelve month period, additional paid personal leave may be granted by the Director, Human Resources.

## **31 LONG SERVICE LEAVE**

### **Principles**

- 31.1** Long service leave is an entitlement that recognises length of service to the University. Once staff become eligible to take long service leave, they are encouraged to take periods of long service leave during their employment. Staff and supervisors will discuss staff members' long service leave plans in the context of annual work plans.

## **Eligibility and entitlement**

- 31.2** A full-time staff member is entitled to long service leave at the rate of 44 working days long service leave on full pay on the completion of ten years service. After the initial ten years service, long service leave accrues at the rate of eleven working days for each completed year of service and pro-rata for less than a completed year of service. Long service leave may be taken on half pay.
- 31.3** A staff member may take any long service leave at a time of his/her choosing if the staff member provides a minimum of six month's written notice. If the staff member provides less than six month's written notice, the University may grant the leave having regard to operational requirements and any matters raised by the staff member. Where leave cannot be granted on the basis of the original request, an acceptable alternative time for the taking of long service leave will be agreed between the staff member and the supervisor.
- 31.4** Casual staff are entitled to pro-rata accrual of the full-time rate of long service leave for continuous service from 9 May 1985. Pro-rata accrual will be determined on the basis of the hours worked by the casual staff member. Breaks in service of two months or more will break continuity of service. Casual staff who are eligible for long service leave will be entitled to take their leave on the average rate of pay earned by the casual in the five years preceding the date on which long service leave is to commence.

## **Effect of leave without pay**

- 31.5** Periods of leave without pay (except sick leave without pay, which, when aggregated, does not exceed six months) are not counted as service for the purpose of long service leave.

## **Pro-rata long service leave**

- 31.6** Staff who have completed between five and ten years of service are entitled to payment for long service leave on a pro-rata basis in the following circumstances:
- (a) upon termination of employment for any reason other than misconduct (eg death, medical retirement or redundancy)
  - (b) upon resignation on account of illness, incapacity or domestic or other pressing necessity, or
  - (c) upon retirement at or after age 60 or at such retirement age in accordance with the provisions of the relevant superannuation scheme.

Except for (b) above, this sub-clause will be interpreted in the same manner as the similar provision within the NSW Long Service Leave Act 1955, as amended.

## **Recognition of prior service with another institution**

- 31.7** Service for full-time or part-time staff commencing on or after 26 January 1988 (date of establishment of UTS) means full-time or part-time service (whether continuous or broken) as a staff member at UTS and/or continuous full-time or part-time service with other Australian higher education institutions (includes Universities and CAEs, does not include TAFE).
- 31.8** For the purposes of sub-clause 31.7 above, continuous service is deemed to be where the period between ceasing with one employer and commencing with the next is not greater than two months. This intervening period is not counted as service.
- 31.9** Notwithstanding sub-clause 31.7 above, if a staff member has taken long service leave or is eligible to be paid or has been paid in lieu of long service leave by the releasing institution or any other institution, the staff member will not accrue any entitlement to leave for the period of service with the releasing institution for which leave has been taken, paid or for which there is eligibility for payment, but subject to this sub-clause such a period shall be included

as qualifying service for determining when the staff member is next eligible to take long service leave.

**31.10** Subject to approval by the Dean or Director, a staff member who has accrued long service leave may apply to cash out 10 days or more long service leave as follows:

- (a) leave may be cashed out only if the staff member takes an amount of long service leave equal to or greater than that cashed out; and
- (b) an election to cash out leave must be in writing and specify the dates when leave is being taken and the amount of leave to be cashed out.

Payment of leave being cashed out will be made in the pay period immediately following the first day of long service leave to be taken in conjunction with a cash out.

## **32 LEAVE WITHOUT PAY**

**32.1** Leave without pay for appropriate purposes may be granted by the University.

**32.2** All continuing and fixed-term staff are eligible to apply for leave without pay, which may be granted at the discretion of the University. Because of the nature of their employment, casual staff are not eligible for leave without pay.

**32.3** Leave without pay does not break continuity of service: a staff member remains a staff member of the University during leave without pay and the provisions of many policies continue to apply during leave without pay. For example, staff are bound by the University's Code of Conduct, and may apply for positions advertised within the University.

**32.4** Periods of leave without pay will not count as service for the purpose of determining entitlements.

## **33 PARENTAL LEAVE**

### **Definition**

For the purposes of this Clause 'partner' includes same sex partners.

### **Principles**

**33.1** Parental leave enables parents employed at UTS to care for their child (biological, adopted or foster). Parental leave incorporates maternity, adoption, partner's and foster parent's leave.

### **Eligibility for parental leave**

**33.2** All full-time and part-time staff employed on a continuing or fixed-term basis may be eligible for parental leave. Casual staff may also be eligible for unpaid parental leave in accordance with sub-clauses 33.17 - 33.19.

**33.3** A fixed-term staff member will only be granted paid and/or unpaid parental leave if the period of leave falls within the time span of their fixed-term appointment. If the fixed-term staff member is subsequently offered another appointment, he or she may extend into the period of the new appointment the date for return from leave.

### **Basic entitlement**

**33.4** Staff are entitled to up to 104 weeks' unpaid parental leave from the date of birth or placement of the child after completion of 40 weeks continuous service.

### **Paid parental leave - maternity and adoption**

- 33.5** To be eligible for paid parental leave, a female staff member (in the case of maternity leave) or the primary carer (in the case of adoption leave) must have completed 40 weeks' continuous service prior to the expected date of birth or adoption of the child. Unless there is a break in service this qualifying period need only be served once.
- 33.6** The paid parental leave entitlement comprises:
- (a) up to 20 weeks leave on full pay which may be taken as 40 weeks on half pay or a mix of full and half pay to commence no later than the date of birth or adoption of the child
  - (b) up to 30 days paid leave which may be taken as a further continuous period of leave on full or half pay or structured leave for phased return to work or a combination of continuous leave and phased return to work. All or part of the equivalent value of this leave (calculated at the salary rate applicable at the date of return from parental leave) may be used for professional and career development projects.
- 33.7** If both parents are UTS staff they may share the paid parental leave provided that both staff have completed the 40-week qualifying period prior to the expected date of birth or adoption of the child. However, the partner's entitlement to parental leave will be reduced by any paid partner's leave taken at the time of the birth or adoption of the child.

### **Unpaid parental leave**

- 33.8** A primary carer is entitled to a grant of up to 104 weeks unpaid parental leave from the date of birth or date of placement of her/his child. Provided that any such unpaid parental leave must not extend beyond the child's second birthday or 104 weeks from the placement of the child and must not overlap with any period of leave (other than paid partner's leave) as specified in the relevant statutory declaration.

### **Cessation of pregnancy**

- 33.9** In the event of a still birth, the staff member will be entitled to 20 days paid parental leave from the date of the birth. The staff member may access their personal, sick, annual, long service and/or leave without pay, as appropriate, for a further period as a registered medical practitioner certifies as necessary.
- 33.10** In the event of a miscarriage after the commencement of parental leave, the staff member may access their personal, sick, annual, long service leave and/or leave without pay, as appropriate, for such period as a registered medical practitioner certifies as necessary. A staff member's illness not related to the direct consequences of the birth will be dealt with in accordance with Clause 29 [Sick Leave].

### **Pregnancy-related illness**

- 33.11** A staff member's illness not related to the direct consequences of the birth will be dealt with in accordance with Clause 29 [Sick Leave].

### **Partner's leave**

- 33.12** A staff member is entitled to a period of up to 20 working days paid leave (paid partner's leave), which may be taken at any time in the three-month period following the birth of a child of his/her partner or on taking custody of a child.

### **Foster parents leave**

- 33.13** A staff member who assumes the role of primary carer for a foster child shall be granted a maximum of the following in the twelve month period from the time the foster child enters the staff member's care:

- (a) six weeks at half pay or three weeks at full pay if the child is under five years
- (b) three weeks at half pay or eight days at full pay if the child is five years of age or older.

### **Right of return to former position**

- 33.14** A staff member has a right to return to their former position after parental leave. 'Former position' is defined as the position held by the staff member immediately prior to the commencement of leave; except where by reason only of the pregnancy a staff member has been transferred to a more suitable or safe position before commencing maternity leave, the position held by her immediately before she transferred to the temporarily suitable or safe position.
- 33.15** Clause 16 [Managing Change in the Workplace] and 56 [Redundancy] will apply to the staff member absent on parental leave in the same manner as if the staff member were not absent.
- 33.16** A staff member returning from parental leave may request flexible work arrangements in the form of, for example, a different mode of employment (refer to clause 43) or an alternative hours arrangement (refer to sub-clause 36.7). The University and the staff member may agree to a period of suitable alternative work to enable the staff member to access flexible work arrangements. Such flexible work arrangements may apply until the staff member's child reaches school age. The University may refuse the request only on reasonable business grounds and the reasons for refusal must be provided in writing.

### **Unpaid Parental leave for casual staff**

- 33.17** A casual staff member who meets the following criteria will be entitled to up to 52 weeks unpaid parental leave from the date of birth or taking custody of the child:
- (a) who, immediately prior to the proposed date of commencement of the parental leave, was employed by the University for a period of at least twelve months on a regular and systematic basis for several periods of employment or on a regular and systematic basis for a continuous period, and
  - (b) who has, but for the pregnancy or the decision to adopt, a reasonable expectation of further employment.
- 33.18** The University will not fail to re-engage a casual staff member because:
- (a) the staff member or staff member's spouse is pregnant; or
  - (b) the staff member is or has been immediately absent on parental leave.
- 33.19** A casual staff member who takes parental leave will remain a staff member of the University for the period of the parental leave
- 33.20** The rights of the University in relation to engagement and re-engagement of casual staff are not affected, other than in accordance with the sub-clauses 33.17 - 33.19.

## **34 COMMUNITY LEAVE**

Special community leave may be granted to staff in accordance with this clause and with University guidelines to enable them to perform a service to the community. This leave applies only to activities which are not regarded as duty and which are not covered by other forms of available leave. The length of the period of leave granted will vary depending upon the circumstances. However, the leave is to be limited to the minimum time necessary in each circumstance. Community leave may be taken for matters such as:

- (a) jury service; attendance as a witness for the Crown or as a witness for proceedings in Fair Work Australia or other relevant court or tribunal.



Paid leave is available for the duration of Jury service and/or period required as a witness. Staff must provide evidence of the necessity to attend and any payment received for jury service must be paid to the University.

- (b)** volunteer emergency services as a member of a voluntary service organisation

Paid or unpaid leave is available to a staff member who is a member of a voluntary service organisation for the period in which services are required. The staff member must be a member of the voluntary service and provide a certificate of attendance in order to access paid leave.

- (c)** blood donation

- (d)** military service

Two weeks leave is available for military leave for attendance at defence forces reserve training programs or courses. Further leave is available on written certification of its necessity by the staff member's commanding officer. The staff member must provide evidence of necessity to attend together with certificate of attendance and any details of pay received. The staff member will receive differential pay for all military leave periods.

- (e)** participation in National Aboriginal and Islander Day of Observance Committee (NAIDOC) Day by indigenous Australian staff

The University provides one day's paid leave to Indigenous Australian staff to participate in NAIDOC Day. Staff, because of travel requirements require more leave to participate in NAIDOC Day activities, may also be granted Personal Leave in accordance with sub-clause 29.3 [Personal Leave]

- (f)** selection as a representative for participation in national and/or international sporting competitions

Up to five days paid leave is available for a staff member who is selected and participates as a national representative in international amateur sport. Up to three days is available for a staff member who is selected and participates as a state representative in national or interstate major amateur sport.

## **35 ABSENCE FROM DUTY**

### **Principles**

- 35.1** Staff must advise their supervisors of all absences from duty. Prior notice of absence should be provided, however, where such notice cannot be provided, staff should notify their supervisors within 24 hours of normal commencement of duty, stating the reason for the absence and likely length of absence.
- 35.2** Staff are required to promptly submit a leave application in respect of any absence. Where a leave application is not provided by a staff member, the supervisor may arrange for the appropriate leave record to be adjusted and for the staff member to be notified of that adjustment.
- 35.3** Failure by a staff member to advise their supervisor of an absence in excess of ten sequential working days must be brought to the attention of the Director, Human Resources by the supervisor. The Director, Human Resources may deem the absence to be abandonment of employment and the staff member's employment may be terminated.
- 35.4** Where a staff member's employment is terminated in accordance with sub-clause 35.3 above and the staff member can provide reasonable justification for an absence, the Director, Human Resources will reinstate the staff member's employment.

## PART D - HOURS OF WORK

### 36. ORDINARY HOURS OF DUTY

#### Work cycle

- 36.1** Full-time support staff will work 140 hours over a four-week cycle. The normal pattern of attendance is expected to be five seven-hour days per week, except where alternative hours arrangements are negotiated under this Clause. Except where expressly provided for under sub-clause 36.7, below, the maximum number of hours of work a week of a day staff member or shift staff member, paid at the ordinary rate of pay, is 35 hours. Except where expressly provided for at sub-clause 36.7, below, the maximum number of hours that may be worked each day before overtime applies is seven hours.
- 36.2** Part-time and casual staff will work the hours specified in their contract of employment over a four-week cycle (or the contracted period in the case of casual staff).
- 36.3** Staff may be engaged as either day staff members or shift staff members.

#### Span of hours and working days

##### Day staff

- 36.4** Day staff perform their weekly hours of work paid at the ordinary rate of pay, within the span 7:00am to 7:00pm Monday to Friday excluding Public Holidays. All staff, except those identified as shift workers in sub-clause 37.1, are categorised as day staff.
- 36.5** The supervisor will determine the actual hours to be worked by a staff member within the relevant span of hours specified in sub-clause 36.4 in accordance with the provisions of this Clause.

#### Established pattern of hours

- 36.6** 'The established pattern of hours' is the pattern of hours within the span of hours worked by a staff member consistent with the custom and practice of the work unit. Where a supervisor proposes to temporarily or permanently change the established pattern of hours of a staff member within the span of hours set out in this agreement, the supervisor will give the staff member one month's notice (or less if mutually agreed between the staff member and the supervisor) of the proposed change.

In an emergency situation supervisors will endeavor to give a minimum of 48 hours notice (or less if mutually agreed between the staff member and the supervisor) for a proposed temporary hours change.

Where a supervisor is satisfied that there is good and sufficient reasons as to why a staff member cannot work the changed hours then the staff member shall not be required to work the changed hours. Such good and sufficient reasons may include (but are not limited to) the personal, family and carer's commitments of the staff member.

#### Alternative hours arrangements

- 36.7** Supervisors and staff members, including shift staff, may negotiate alternative working arrangements within the following parameters:
- nine hours per day
  - 45 hours per week
  - 140 hours per four weeks.

Alternative hours arrangements must be worked within the ordinary span of hours for the staff member/s concerned.

- 36.8** Hours worked in excess of any of the limits in sub-clause 36.7 shall be treated as overtime. Alternative hours arrangements are not to be used as a mechanism for avoiding the payment of overtime.
- 36.9** Alternative working arrangements will take effect after they have been agreed in writing between the staff member and their supervisor, supported by the Dean or Director of the work unit and approved by the Director, Human Resources. A copy of the arrangements is to be kept on the staff member's personal file.

### **Meal breaks and rest pauses**

- 36.10** A staff member will not be required to work for more than five hours without taking an unpaid meal break of at least 30 minutes.
- 36.11** A staff member who works more than four hours in one day is entitled to a rest pause of ten minutes duration each day (excluding any unpaid meal break) to be taken at a time that is convenient to the work unit.

### **Part-time staff may vary average weekly hours over work cycle**

- 36.12** Part-time staff may, by mutual agreement with their supervisor, work more or less than the average weekly hours, provided that, at the end of the four week cycle, the total hours worked equates to the appropriate fraction.
- 36.13** A part-time staff member's fortnightly payment arrangements will not change as a result of a mutually agreed variation to average weekly hours as per sub-clause 36.12, and the staff member will continue to receive the normal fortnightly salary. Except that on termination any adjustment to hours/pay will be made.

## **37 SHIFT WORK**

### **Shift staff**

- 37.1** Shift staff perform their work according to a shift roster, and their span of hours extends beyond 7:00am to 7:00pm Monday to Friday. Shift rosters will provide staff with two consecutive days off per week unless otherwise agreed between a supervisor and staff member.
- 37.2** All authorised work on shift work shall be paid a loading in accordance with sub-clause 37.6.
- 37.3** Any areas of the University which operate shift arrangements at the time of the making of this Agreement shall continue to operate such arrangements after the making of this agreement.
- 37.4** Should a Dean/ Director wish to introduce shift work to an area of the University which does not currently engage shift staff, the provisions of Clause 16 [Managing Change in the Workplace] will apply.
- 37.5** Where shift arrangements are to be introduced and the Dean/ Director is satisfied that there is good and sufficient reasons as to why a staff member (who is not shift worker) cannot work the changed hours then the staff member shall not be required to work the shift arrangements. Such good and sufficient reasons may include (but are not limited to) the personal, family and carer's commitments of the staff member.

## **Shift loadings**

**37.6** The following shift loadings are paid to shift workers (including casual shift workers) in addition to their ordinary rates of pay:

- (a) 10% for Early Morning Shift which is any shift Monday to Friday starting at or after 4:00am and before 7:00am
- (b) nil for Day Shift which is any shift Monday to Friday starting at or after 7:00am and ceasing at or before 7:00pm
- (c) 10% for Early Afternoon Shift which is any shift Monday to Friday starting at or after 10:00 am and before 1:00 pm
- (d) 12.5% for Afternoon Shift which is any shift Monday to Friday starting at or after 1:00 pm and before 4:00pm
- (e) 15% for Night Shift which is any shift Monday to Friday starting at or after 4:00pm and before 4:00am
- (f) 50% for a rostered shift performed on Saturday provided that this loading is substituted for and not cumulative upon any other shift loading. Such loading will be paid for the entire shift including for the time before midnight on Friday if that shift is rostered to finish on Saturday
- (g) 75% for a rostered shift performed on Sunday provided that this loading is substituted for and not cumulative upon any other shift loading. Such loading will be paid for the entire shift including for the time before midnight on Saturday if that shift is rostered to finish on Sunday, or the time after midnight on Sunday if the shift is rostered to finish on Monday.

The rates of pay for Public Holidays as set out in Clause 39 are substituted for and not cumulative upon any shift loading set out above.

## **Night shift**

**37.7** Where a staff member is required to work Night Shift (refer 37.6(e)) for more than two-thirds of the staff member's working time in each roster cycle, the staff member will be paid a shift loading of 30%.

## **Overtime for shift workers**

**37.8** Overtime will be paid as per the overtime arrangements described in Clause 38. Overtime payments will be in substitution for, and not cumulative upon, shift allowances and weekend/public holiday loadings.

## **Paid crib break – security staff only**

**37.9** Security staff will receive a paid crib break of 30 minutes during each shift.

## **Bridge and road tolls**

**37.10** Where a staff member is required to fill an emergency shift, the University will reimburse the staff member for any extra road or bridge tolls incurred in reaching the place of work. The staff member must produce receipts in order to be reimbursed.

## **Variation to shift rosters**

**37.11** A supervisor will provide at least one month's notice of shift roster hours to be worked. Once notified of a shift roster, there will be no changes to the timing or length of any shift without agreement of the staff member concerned.

## **38 OVERTIME**

**38.1** All authorised time worked in the following circumstances shall be treated as overtime and shall be paid in accordance with sub-clauses 38.7 or 38.8 as appropriate.

### **Eligibility**

**38.2** The University can require staff to work reasonable overtime at overtime rates. Where possible, supervisors should give at least 48 hours notice that overtime is required.

**38.3** Overtime will be payable to casual staff in respect of work performed on any day that is in excess of 20% of the ordinary weekly hours of an equivalent full-time staff member (ie seven hours). In respect of such hours, the staff member shall receive the greater of overtime rates or the casual loading.

### **Approval and claiming of overtime**

**38.4** Overtime or time off in lieu of overtime is not permitted without prior approval of the supervisor, unless otherwise determined by the supervisor. Overtime claims must be submitted at the end of the four-week cycle in which the overtime was worked. Claims not made in accordance with this provision may be declined.

### **When overtime occurs**

**38.5** Subject to sub-clause 38.6, overtime occurs when a staff member (whether full-time, part-time or casual) is required to work:

- (a) outside of the ordinary span of hours, as defined in sub-clause 36.4 or 36.5; or
- (b) more than the daily or weekly hours specified in any alternative working arrangement made under sub-clause 36.7; or
- (c) more than seven hours in any day (except where worked as an alternative working arrangement); or
- (d) more than 35 hours in any week (except where worked as an alternative working arrangement); or
- (e) more than 140 hours in the four week cycle (or more than 35 hours per week in the case of casual staff appointed for less than four weeks).

**38.6** Sub-clause 38.5(a) does not apply in the case of a rostered shift. Sub-clause 38.5(e) does not apply to excess hours worked as part of a flexitime scheme [refer to sub-clause 41].

### **Rates payable for overtime**

**38.7** All overtime worked on a Monday to Saturday will be paid at:

- (a) 150% of the staff member's ordinary rate of pay for the first two consecutive hours, and
- (b) 200% of the ordinary rate of pay for the rest of the overtime where more than two hours overtime is worked on any one occasion.

**38.8** All overtime worked on a Sunday will be paid at 200% of the ordinary rate of pay.

**38.9** Whenever overtime is worked on a Saturday or Sunday, a minimum payment of three hours at the appropriate rate will be made, except where alternative arrangements are in place at the date of certification of this Agreement. However, the minimum payment will not apply when overtime is worked immediately before or after a rostered shift.

### **Time off in lieu of overtime**

- 38.10** In lieu of payment, and subject to the agreement of the University, a staff member may take time off in lieu of overtime.
- 38.11** Time off in lieu of overtime will accrue at the rate equivalent to the amount of overtime that would otherwise have been paid.
- 38.12** Time off in lieu of overtime will normally be taken within one month of the overtime being worked but may otherwise be added to annual leave with the agreement of the Dean/Director.

### **Minimum break**

- 38.13** A staff member is to be allowed at least ten consecutive hours off duty between work on successive days, without loss of pay for ordinary working time occurring during the break.
- 38.14** A staff member who is instructed to commence duty before having had the minimum break is entitled to be paid at double time until released from duty. Upon release from duty, the staff member is entitled to ten consecutive hours off duty without loss of pay for ordinary time occurring during the break.
- 38.15** Where a staff member is called back to work overtime and the period of work lasts less than three hours, the call back does not count for the purpose of determining whether ten consecutive hours off duty have elapsed.

### **Meal allowance during overtime**

- 38.16** Staff who are required to work overtime consistent with the provisions of this Agreement on any day shall receive a meal allowance in accordance **Schedule 4** of this Agreement. Meal allowances will be adjusted annually in line with the rates payable by the NSW Public Service. The adjusted meal allowance will be effective from the pay period commencing on or after 1 April.

## **39 PAYMENT FOR WORK ON PUBLIC HOLIDAYS**

- 39.1** All work performed by staff who are not shift workers on a public holiday within the ordinary span of hours as described in Clause 36.1, shall be paid at the rate of 150% in addition to the payment for the public holiday. A minimum payment of four hours at the appropriate rate will be made.
- 39.2** Shift staff: Where a staff member works a rostered shift which finishes during a public holiday, they will be paid a loading of 150% in addition to their ordinary rate of pay for the entirety of the shift. The loadings payable under this sub-clause are substituted for and not cumulative upon any shift loading set out in sub-clause 37.6.
- 39.3** Overtime: For all overtime performed on a public holiday in accordance with Clause 38 [Overtime], staff shall be paid at the rate of 250% their normal hourly rate.

## **40 ON-CALL**

- 40.1** To ensure that the University operates effectively at all times, staff may need to be 'on-call' outside normal working hours to perform duties relating to the maintenance of equipment and systems and the provision of critical services. Staff required to remain contactable and available to perform extra duty outside their normal hours of duty should receive compensation for such duty.

- 40.2** Staff will be paid an allowance for the time they are on-call. The times during which a staff member is expected to make themselves available to be on-call will normally be specified four weeks in advance by their supervisors, however, a shorter period of advanced notice may be agreed between the staff member and supervisor.
- 40.3** In the scheduling of on-call responsibilities for staff, individual circumstances, family commitments and required expertise and skills will be taken into consideration. Staff shall, where practicable, be periodically relieved from any requirement to be on-call.
- 40.4** The on-call allowance for all staff will be set at 2% of the hourly rate for Level 7 Step 5 as applies from time to time. The daily rates provided in **Schedule 4** will apply.
- 40.5** The University will provide the staff member with a mobile telephone and other equipment required to fulfil their responsibilities during the period they are on-call unless other arrangements are agreed between the staff member and supervisor. If a mobile telephone is not provided, a staff member who is on-call will be reimbursed for all work related calls made from their personal telephone connections during the period they are on-call.
- 40.6** Prior to the commencement of any period of on-call, the supervisor will discuss arrangements for the staff member's transport if called-back to duty. For travel between work and home when called back to duty, the staff member will be paid a mileage allowance and reimbursed for any toll and parking fees (if the staff member chooses to use his/her own car), or be provided with University taxi vouchers, or reimbursed for taxi fares.
- 40.7** Payment for work performed while on call will be in accordance with the table below:

<b>Name of work performed while on-call</b>	<b>Description of work</b>	<b>Payment</b>
'Remote call-out'	occurs when a staff member performs duties outside their ordinary hours and such duties are performed remotely without returning to the workplace.	150% of the staff member's ordinary rate of pay for the time taken to set up equipment for use and actual time on duty, accumulated over a fortnight pay period.  A one-hour minimum payment will normally apply.
'Call-back'	occurs when a staff member is required to return to the workplace outside their ordinary hours to perform duties.	200% of the staff member's ordinary rate of pay for actual travel time to and from the workplace and time on duty.  A three hour minimum payment will normally apply.  Staff who live outside the Sydney metropolitan area will not be expected to return to duty on call-back more than once on a particular day.

## **41 FLEXIBLE HOURS OPTIONS**

### **Principles:**

The flexible hours options provide staff with flexibility in their working hours. Staff may work extra time under the Rostered Day Off (RDO) or Flexitime Schemes as set out in University guidelines in order to take time off during normal working hours. It is the responsibility of staff and their supervisors to ensure that the time accumulated towards RDOs or as flexitime can be taken. The Rostered Day off or Flexitime Schemes must not be used by a supervisor as a mechanism to avoid payment of overtime.

Participation in the RDO or flexitime scheme is not an automatic entitlement and is subject to agreement by the supervisor. All support staff (excluding casuals) will be eligible to apply to their supervisor for participation in the schemes. Supervisors will take into consideration both organisational and individual needs in determining if flexible working arrangements are to apply. A supervisor will provide written reasons for declining a request for flexible working arrangements.

To ensure that local flexible hours options are within the parameters set out in the guidelines and applied consistently and fairly, these will be subject to approval by the relevant Dean/Director and the Director, Human Resources. Staff who wish to raise a concern about their local arrangement should follow the procedures in the Vice-Chancellor's Directive for Handling Staff Grievances.

### **41.1 Rostered day off scheme**

**41.1.1** The rostered day off (RDO) scheme ensures consistency in hours of duty while providing staff with one full day off work in each four-week cycle. The conditions under which the RDO scheme operates will be in accordance with University guidelines.

**41.1.2** If workload does not permit the RDO to be taken as normally rostered, the supervisor can direct the staff member to take an alternative day off, or approve payment of overtime. (In such cases, overtime would be paid at the rate of time and half for the first two hours and double time thereafter.)

**41.1.3** Where a RDO falls on a proclaimed holiday, the staff member is entitled to an alternative day off, or, the addition of an extra day to the staff member's annual leave entitlement. The decision as to which of these alternatives is to apply in a particular case is at the discretion of the supervisor.

### **41.2 Flexitime scheme**

**41.2.1** Flexitime is a system of attendance whereby individual staff select their times of starting, finishing times and meal breaks from day to day and can accumulate flexileave.

**41.2.2** An organisational unit may implement local flexitime arrangements within the parameters set out in the University guidelines for flexible working hours arrangements.

**41.2.3** Staff departing the University who have an accumulation of debit hours at the completion of their last day of service will have monies owing adjusted accordingly.

**41.2.4** Departing staff may receive payment for any accumulated credit hours outstanding on their last day of service in the following circumstances:

- when services were terminated without notice for reasons other than misconduct; or
- where an application for flexileave which would have eliminated the accumulated credit hours was made and refused during the period of notice; or
- in any other exceptional circumstances approved by the relevant Dean/Director.



## PART E - GENERAL CONDITIONS

### 42 CONTRACT OF EMPLOYMENT

Upon employment, UTS will provide to the staff member a contract of employment which stipulates the type of appointment and informs him/her of the terms of employment in relation to:

- 42.1 for staff other than casual staff, the classification level and salary of the person on commencement of the employment, and the hours or the proportion of full-time hours to be worked
- 42.2 for a fixed-term staff member, the term of the employment, the length and terms of any period of probation and the reason for the fixed-term contract.
- 42.3 for any staff member subject to probationary employment, the length and terms of the probation
- 42.4 for any casual staff member, the classification and salary level for the position of the person
- 42.5 other main conditions of employment including the identity of the employer, or the documentary, or other recorded sources from which such conditions derive, and relating to the duties and reporting relationships to apply upon appointment.

### 43 MODES OF EMPLOYMENT

A fixed-term or continuing staff member may request to vary her/his mode of employment for a fixed period as agreed between the staff member and the supervisor. Requests to vary a staff member's mode of employment must be considered for approval by the relevant Dean or Director.

#### 43.1 Full-time employment

Full-time employment means all employment other than part-time employment. A staff member employed on a full-time basis will be required to work the hours as prescribed in sub-clause 36.1 [Work Cycle] and will be paid the full-time salary rate in accordance with **Schedule 1**.

A staff member may be employed full-time on either a continuing or fixed-term basis in accordance with Clause 44 (Categories of Appointment).

#### 43.2 Part-time employment

Part-time employment means employment for a specified period of time where such time is less than the normal weekly ordinary hours specified for a full-time staff member and for which all entitlements are paid on a pro-rata basis calculated by reference to the time worked. The minimum proportion of full-time applicable to part-time appointment is 0.2 of a full-time appointment (ie seven hours per week).

A staff member may be employed part-time on either a continuing or fixed-term basis in accordance with Clause 44 (Categories of Appointment).

Staff employed on a part-time basis will receive the salary and non-salary conditions of a full-time appointment calculated on a pro-rata basis.

#### 43.3 Part-year employment

Part-year employment means employment for a specified period of time where such time is less than the ordinary weeks per year, and for which all entitlements are paid on a pro-rata basis calculated by reference to the time worked.

A staff member may be employed part-year on either a continuing or fixed-term basis.

Staff employed on a part-year basis will receive the salary and non-salary conditions of a full-time appointment calculated on a pro-rata basis.

A staff member employed on a part-year basis may elect to have his/her salary annualised in accordance with Clause 10.1.

#### **44 CATEGORIES OF APPOINTMENT**

UTS shall employ staff on terms that correspond with one or other of the types of appointment prescribed in this Clause. Nothing in this Clause, shall limit the number or proportion of staff that UTS may employ in a particular type of appointment.

Nothing in this Clause prevents a staff member engaging in additional work on a casual appointment in work unrelated to, or identifiably separate from, the staff member's normal duties.

##### **44.1 Continuing appointment**

A continuing appointment is made for an indefinite period. A continuing appointment would be made where the nature of the work is on-going. A continuing appointment may be made on a full-time, part-time or part-year basis.

##### **44.2 Fixed-term appointment**

**44.2.1** A fixed-term appointment is made for a specified term or ascertainable period. The contract for this employment will specify the starting and finishing dates of that employment, (or in lieu of a finishing date, will specify the circumstance(s) or contingency relating to a specific task or project, upon the occurrence of which the term of the employment will expire). During the term of employment, the contract is not terminable by the University, other than during a probationary period, or for cause based on unsatisfactory performance, misconduct or due to ill health in accordance with the relevant clauses in this Agreement.

**44.2.2** For the purpose of determining the entitlements of staff employed on fixed-term appointments, breaks between fixed-term appointments of up to two times per year and of up to six weeks on each occasion shall not constitute breaks in continuous service.

**44.2.3** The parties acknowledge that fixed-term employment is not the ideal employment mode in all circumstances. Through its workforce planning process, the University is committed to minimising the use of fixed-term employment to circumstances in which it is appropriate. Fixed-term appointments shall generally be limited to work activity that comes within the description of one or more of the following circumstances:

- (a) to work on a specific task or project where a definable work activity has a starting time and which is expected to be completed within an anticipated timeframe;
- (b) to perform work that is externally funded, where the funds are not part of the operating grant or from fees paid on behalf of or by students;
- (c) to work in a research only role for a term of up to five years;
- (d) to work in a new organisational area, function or program where the prospective need or demand for which is uncertain or unascertainable at the time of establishment of the new area, function or program, in which case fixed term employment may be offered for up to three years;
- (e) to work in an academic unit where there is a sudden unanticipated increase in enrolments in which case fixed term employment may be used for up to three years;
- (f) to work in an area that is performing one or more functions or teaching one or more programs which will cease within a reasonably certain time. Where part or all of an

organisational unit is to be disestablished, staff may be employed on a fixed term contract of up to two years;

- (g) to replace another staff member for a specified period while they are absent on leave, secondment or temporary transfer, or are undertaking higher duties, restricted duties, or have elected to work part-time for a specified period;
- (h) to fill a vacant position pending recruitment action where the position has been advertised or approved for advertisement, in which case the replacement staff member may be employed for up to six months, with capacity for extension for a further period of up to six months;
- (i) pursuant to a “pre-retirement contract” for a period of up to five years ending on the date on which the staff member has indicated that they intend to retire; or
- (j) Enrolled students may be employed under a fixed-term appointment for work activity which is not described in the preceding sub-clauses of this sub-clause. The work shall be within the student's academic unit or an associated research unit of that academic unit and is work generally related to a degree course that the student is undertaking within the academic unit. Such fixed-term employment shall be for a period that does not extend beyond, or that expires at the end of, the academic year in which the person ceases to be a student, including any period that the person is not enrolled as a student but is still completing postgraduate work or is awaiting results.

**44.2.4** Nothing in this clause affects the validity or operation of any fixed term contract that was entered into before the commencement of this Agreement. However, such fixed term contracts may be renewed after the commencement of this Agreement only if they fall within one or more of the categories listed in sub-clause 44.2.3 (above).

### **44.3 Fixed Term Employment Conversion**

**44.3.1** Employees on a fixed-term contract may apply for conversion to ongoing employment subject to the following conditions:

- (a) the University has determined that ongoing work of the same or substantially similar duties is available within the employees work unit; and
- (b) the period of employment under fixed-term contracts has exceeded 3 years of continuous service and the employee has performed to a satisfactory standard for the duration of the term; and
- (c) the contract is not funded by an external grant; and
- (d) the current contract is the second or subsequent fixed-term contract for the employee; and
- (e) the employee was originally appointed or subsequently appointed through a competitive selection process; and
- (f) the conversion request is approved by the respective Dean/Director of unit.

**44.3.2** The University will advise of the outcome and the reasons where an application for conversion to continuing employment has been declined.

**44.3.3** Notwithstanding anything in this clause, the University at its discretion may at any time convert a fixed-term appointment to continuing employment.

### **44.4 Notice and Severance Pay**

Fixed-term appointments may be subject to notice and/or severance pay in accordance with the following:

#### **44.4.1 Provision of Notice**

**44.4.1.1** UTS will provide to a fixed-term staff member written notice of the intention to renew or not to

renew employment upon expiry of the appointment in accordance with the following table.

Period of continuous service	Period of Notice
Less than three years	at least two weeks
Three years but less than five years	at least three weeks
Five years or over	at least four weeks

**44.4.1.2** In addition to this notice, a staff member over the age of 45 years at the time of the giving of notice and with not less than two years continuous service shall be entitled to an additional week's notice.

**44.4.1.3** Where, because of circumstances relating to the provision of specific funding to support employment, external to UTS and beyond its control, UTS is not reasonably able to give the notice required by this sub-clause, it shall be sufficient compliance with this sub-clause if UTS:

- (a) advises those circumstances to the staff member in writing at the latest time at which the notice would otherwise be required to be given; and
- (b) gives notice to the staff member at the earliest practicable date thereafter.

**44.4.1.4** Except by reason of sub-clause 44.4.1.3 above, where employment is not renewed upon expiry of a fixed-term appointment and notice in accordance with the above cannot be provided, the University will provide pay in lieu of notice.

**44.4.1.5** If the University decides to continue a position on a fixed-term basis, the incumbent staff member will be offered further employment in the fixed-term position if the staff member was employed through a merit selection process and there has been satisfactory performance in the position.

#### **44.4.2 Severance pay**

**44.4.2.1** Subject to sub-clause 44.4.2.2, a staff member who:

- (a) has been employed on a fixed term contract:
  - (i) requiring them to work on a specific task or project; or
  - (ii) that is externally funded; or
  - (iii) to undertake research only functions
 and
- (b) seeks to continue the employment after the end of the specified term, task or project and is not offered further employment; and
- (c) whose contract is not renewed because:
  - (i) in the case of a staff member employed on a second or subsequent fixed term contract, the same (or substantially similar) duties are no longer required by the University; or
  - (ii) the duties of the kind performed in relation to the work continue to be required but another person has been appointed, or is to be appointed to the same (or substantially similar) duties;

will be entitled to severance pay in accordance with the following scale:

Period of continuous service	Severance pay
Up to the completion of two years	four weeks
Two years and up to the completion of three years	six weeks
Three years and up to the completion of four years	seven weeks
Four years and over	eight weeks

'Week's pay' means the ordinary time rate of pay for the staff member concerned.

**44.4.2.2** This severance benefit does not apply to fixed-term staff engaged on work activity that comes within the description of one or more of the following circumstances:

- (a) as a replacement staff member or to fill an existing vacancy
- (b) where recent professional practice is required
- (c) a pre-retirement contract
- (d) where employment is subsidiary to studentship
- (e) a new or disestablished organisational area
- (f) a convertible fixed-term employment.

**44.4.2.3** Breaks between fixed-term appointments of up to two times per year and of up to six weeks on each occasion, will not constitute breaks in continuous service. Periods of approved unpaid leave will not count for service, but will not constitute breaks in service for purposes of this sub-clause.

## **44.5 Casual employment**

**44.5.1** Casual employment shall mean engagement of a staff member on an hourly basis at an hourly rate of pay. The casual employment rates specified in **Schedule 2** include a loading in lieu of those agreement benefits for which casual staff are ineligible. Casual staff are not eligible for the following forms of leave:

- annual leave
- sick leave
- Christmas-New Year Leave
- paid parental leave
- personal leave
- community leave

**44.5.2** The minimum period of engagement for a casual staff member will be three hours, regardless of whether there is a requirement to be in attendance for three hours of work, except for the following:

- (a) a casual staff member who is a student (including post graduate students) and who is expected to attend the University on that day in his/her capacity of as a student shall have a minimum engagement of one hour. Without limiting the generality of this Clause, for the purpose of this Clause, a student will be taken as being expected for attendance on any Monday to Friday during the main teaching weeks of the University, other than public holidays
- (b) a casual staff member who has a primary occupation with another employer, or who has their primary occupation within the University in other than the casual employment in question, will have a minimum engagement of one hour
- (c) a casual staff member who, in order to meet his/her personal circumstances, requests and his/her supervisor agrees to an engagement for less than three hours.

**44.5.3** Salary levels for casual staff will be determined on the basis of the appropriate classification descriptor for the duties expected of the casual staff member.

## **45 CONVERSION OF CERTAIN CASUAL STAFF**

**45.1** For the purposes of this Clause, 'department (or equivalent)' means the smallest significant (from a staffing point of view) organisational unit with some control, although not necessarily formally delegated control, over the deployment and engagement of support staff.

- 45.2** A casual staff member may apply for conversion to continuing or fixed-term employment, as appropriate, if he/she has been employed by the University on a regular and systematic basis in the same or a similar and identically classified position in the same department (or equivalent), either:
- (a) over the immediately preceding period of twelve months and, in those immediately preceding twelve months, the average weekly hours worked equalled at least 50% of the ordinary weekly hours that would have been worked by an equivalent full-time staff member; or
  - (b) during the immediately preceding period of at least 24 months.
- 45.3** For the purposes of this Clause occasional and short-term work performed by the staff member in another classification, job or department shall not:
- (a) affect the staff member's eligibility for conversion; or
  - (b) be included in determining whether the staff member meets or does not meet the eligibility requirements.
- 45.4** A staff member may apply for conversion in writing when he/she believes that he/she meets the above criteria. However, upon appointment, the University shall advise casual staff that, after serving qualifying periods, some casual staff may have a right to apply for conversion. A copy of this Clause shall be made available to such staff. The University shall also take reasonable steps to inform casual staff about the conversion process (for example by including notices in University publications and websites).
- 45.5** The University shall not unreasonably refuse an application for conversion. However, it may refuse an application on reasonable grounds. Reasonable grounds include, but are not limited to, the following:
- (a) the staff member is a student, or has recently been a student, other than where her/his status as a student is irrelevant to his/her engagement and the work required
  - (b) the staff member is a genuine retiree. For the purposes of this Clause, 'genuine retiree' means a person who is in receipt of any form of Australian retirement income
  - (c) the staff member is performing work which will either cease to be required or will be performed by a non-casual staff member, within 26 weeks (from the date of application)
  - (d) the staff member has a primary occupation with the University or elsewhere, either as a staff member or as a self-employed person
  - (e) the staff member does not meet the essential requirements of the position; or
  - (f) the work is ad hoc, intermittent, unpredictable or involves hours that are irregular.
- 45.6** The University must determine an application for conversion either by offering conversion to non-casual employment or by rejecting the application. If the University rejects the application, it must provide written reasons for rejecting it in writing. If the application is accepted, the staff member will be offered a continuing or fixed-term appointment consistent with the provisions of Clause 44 of this Agreement [Categories of Appointment].
- 45.7** The offer of conversion shall indicate the hours and pattern of work which, subject to due consideration of the University's operational requirements and the desirability of offering the staff member work which is as regular and continuous as is reasonably practicable, shall be consistent with the staff member's casual engagement. The conversion offer shall also constitute (and include such other details as are required for) an instrument of engagement for the purposes of this Agreement.
- 45.8** Conversion may be, but is not required to be, to continuing part-time part-year, annualised hours employment [in accordance with sub-clause 43.3 Part-year employment, Clause 43 Modes of Employment, and Clause 10.1 Annualisation of Salary].

**45.9** For the purposes of this Clause, whether there are reasonable grounds to refuse conversion pursuant to sub-clause 45.5(f) will depend on the entirety of the circumstances in the particular case. However, as general propositions, staff who work a limited number of weeks each year, even if those weeks are regular (including persons such as examination invigilators (exam supervisors) and persons employed to assist in enrolment periods) will be seen as working on an 'intermittent' basis and could be refused conversion. Conversely, a staff member who works from March to November each year, and who does not work, for example, on weekends, during semester breaks and over the long vacation, would not be considered 'intermittent' for the purposes of this Clause.

**45.10** An employee whose application for conversion is rejected shall not be entitled to apply again within twelve months except where:

- (a) that rejection is solely based upon the ground set out in 45.5(c); and
- (b) that ground ceased to apply.

## **46. PROBATION**

### **46.1 Application**

On commencement of employment a staff member may be subject to a reasonable probationary period appropriate to the nature of the work being undertaken. During this period of mutual assessment a decision will be made about the continuation of employment beyond the probationary period. The review and assessment of a staff member on probation will be in accordance with this clause and University procedures.

### **46.2 Period of probation**

#### **46.2.1 Continuing appointments**

The probation period will be up to six months. The University may decide to shorten or waive the stated probationary period. Where the staff member has been absent due to illness for a significant part of the probation period, the end date for the probation period may be adjusted by the Director Human Resources to provide the staff member with a total period of probation equivalent to that initially contemplated.

#### **46.2.2 Fixed-term appointments**

- (a) The period of probation for staff on fixed-term appointments will be six months or one quarter of the period of appointment, whichever is the lesser.
- (b) Any second or subsequent fixed-term appointment to the same position or to an essentially similar position with UTS will not contain a probationary period.

### **46.3 Probation process**

**46.3.1** The probationary process will consist of informal and formal review and development.

**46.3.2** During the initial stages of probation the staff member and supervisor will participate in a planning discussion to agree and document performance expectations and support.

**46.3.3** Progress reviews shall occur regularly throughout the probationary period and be documented. The supervisor must inform the staff member in writing of any impediments to the continuation of the staff member's employment when such impediments become apparent. The staff member will be given an opportunity to respond to any concerns and will be given sufficient opportunity and appropriate support to improve their performance.

- 46.3.4** A formal review of the staff member's performance will be conducted by the supervisor no later than four weeks before the end of the period of probation. The supervisor will prepare a report on the formal review which will include a recommendation about continuation or termination of employment. Where the report recommends termination, the report must include any adverse material about the staff member which has been taken into account in making the recommendation for termination. The staff member will be provided with a copy of the supervisor's formal review report and will be given reasonable opportunity to provide a response in writing. The supervisor's report of the formal review and any response from the staff member will be forwarded to the Director, Human Resources for a decision about continuation or termination of appointment.
- 46.3.5** Upon completion of the probationary period, the staff member will receive written confirmation of the outcome of the probation. While a decision will normally be made at the end of the probationary period, an earlier decision may be made where circumstances warrant.
- 46.3.6** The Director, Human Resources may dismiss a probationary staff member on the grounds of unsatisfactory probationary performance. Notice of dismissal will be given in writing. A probationary staff member whose employment is terminated in accordance with this Clause will receive, at the University's discretion, either four weeks notice of termination or payment in lieu of notice effective from the date of the written advice.

#### **47. PERFORMANCE REVIEW AND CAREER DEVELOPMENT**

- 47.1** The University is committed to providing development opportunities for staff relevant to their current or future work, including access to relevant external developmental opportunities.
- 47.2** All support staff will participate in the performance review and development process in accordance with this clause and University guidelines.
- 47.3** The performance review and development process provides a framework for identifying, evaluating and developing performance and is linked to the achievement of individual, work area and organisational goals.
- 47.4** The performance review and development process may include assessments of staff performance for the purposes of:
- (a) professional and career development,
  - (b) incremental progression,
  - (c) probation,
  - (d) broadbanding.
- 47.5** Performance review and development discussions will provide staff members with an opportunity to plan and discuss their professional and career development opportunities and options with their supervisor.
- 47.6** The performance review and development process also incorporates regular informal discussions and feedback between staff and supervisors about matters relating to their work and workplace. Such informal meetings may be initiated at the request of either the staff member or the supervisor.
- 47.7** The performance review and development process provides staff and supervisors with the opportunity to:
- ensure performance expectations and workload are reasonable, transparent and appropriate to the staff member's classification level, experience and University practices, and that relevant information and support is available



- provide feedback in relation to performance including recognition of positive aspects of performance.
- discuss changes to priorities or other issues
- determine work priorities, workload and performance expectations over the next period
- in the context of work planning, discuss the staff member's plans to take annual, long service and other forms of leave [such leave discussions are to be treated as planning not performance issues]
- discuss and identify assistance and support that will be provided to improve performance where performance is assessed as requiring improvement
- discuss the staff member's skills development, professional and career development within the context of the work area and organisational goals in order to identify the opportunities for development and the support that will be provided
- update the position description for the staff member's position, if necessary
- discuss other personal and work issues that may impact on work performance.

**47.8** The performance review and development process requires staff members and their supervisors to engage in discussions, at least annually, and to develop an annual workplan.

**47.9** Supervisors are to provide staff with regular feedback about their performance, and ensure that professional and career development forms an integral part of each staff member's annual work plan. Work plans will include appropriate development measures to ensure that staff are kept up-to-date with relevant technological changes in the work place required to perform their duties.

**47.10** The work plan will incorporate performance expectations linked to University and Faculty/Unit plans.

**47.11** The work plan will be developed, agreed and signed between the staff member and supervisor. The work plan will be consistent with the position description and able to be performed within the ordinary hours of work for the staff member. Neither the supervisor nor the staff member will unreasonably withhold agreement to the work plan.

**47.12** Where a staff member is concerned that their supervisor has not fulfilled their responsibilities in relation to or arising from performance planning and development as set out in this Clause, the staff member may bring their concerns to the attention of the supervisor's supervisor or the Director, Human Resources.

## **48 WORKLOAD**

**48.1** A staff member who has concerns about the level of his/her workload, will normally raise the issue with his/her supervisor in the first instance. This may occur in the context of the performance review and development process. If it is agreed that a staff member's workload is to be adjusted then the supervisor will make those arrangements.

**48.2** Where, having taken action pursuant to sub-clause 48.1 above the staff member believes that his/her concerns remain unresolved, he/she may raise the issue with the supervisor's supervisor who will consider the matter and make a recommendation back to the supervisor.

**48.3** A staff member may be assisted or represented by a union during such discussions concerning a staff member's workload.

## **49 EQUITY**

### **49.1 Anti-discrimination**

In accordance with relevant anti-discrimination legislation, the University will not discriminate and will work to help prevent and eliminate any such discrimination.

### **49.2 Pay equity**

It is agreed that there should be a narrowing of pay relativities between women and men. In determining pay relativities, the average of all components of salaries and pay (including all loadings and allowances) of staff in each group will be compared. The University will continue to monitor pay equity issues within UTS, and is committed to the development and implementation of appropriate strategies to remedy any identified problems.

### **49.3 Career equity**

**49.3.1** Selection, probation and promotion criteria will value and represent the skills and experiences of women and members of other EEO groups (see also Clause 51 Indigenous Australian Employment and Professional Development).

**49.3.2** The University will implement and monitor procedures to ensure that all selection, probation and promotion committees are aware of and apply such criteria.

**49.3.3** The University will progressively implement strategies designed to overcome career path obstacles for all staff but with particular emphasis on redressing points of disadvantage experienced by women and members of other EEO groups.

**49.3.4** The University will, within the life of this Agreement, periodically report to staff on existing and proposed strategies designed to equalise career opportunities for all staff, but with special reference to the position of women and other EEO groups at UTS.

**49.3.5** The governance and committees of UTS will be based on best practice with regard to gender balance, as monitored by the University's Equity and Diversity Unit. The University will continue to implement mechanisms for achieving gender balance in University governance and all committees in UTS within the life of this Agreement.

### **49.4 Access and equity for staff with disabilities**

The University is committed to making reasonable accommodation for staff with disabilities to enable them to perform their duties. The University will continue to monitor and report on access and equity for staff with disabilities and is committed to the development and implementation of appropriate strategies to remedy any identified problems.

## **50 INTELLECTUAL FREEDOM**

**50.1** The University and its staff are committed to acting in a manner consistent with the protection and promotion of intellectual freedom within the University.

**50.2** Staff members have the right to:

- (a) pursue critical and open inquiry
- (b) research and publish
- (c) participate in public debates and express opinions, including unpopular or controversial opinions about issues and ideas
- (d) participate in an appropriate form in decision-making processes and structures germane to their field of expertise and onus of responsibility within the University

- (e) participate in professional and representative bodies, including unions and engage in community service

without fear of harassment, intimidation or unfair treatment.

**50.3** Notwithstanding the rights expressed in sub-clause 50.2, staff members do not have a right to harass, vilify or intimidate.

## **51 INDIGENOUS AUSTRALIAN EMPLOYMENT AND PROFESSIONAL DEVELOPMENT**

For the purposes of this Clause “Indigenous Australian person” means a person of Aboriginal or Torres Strait Island descent who identifies as an Aboriginal or Torres Strait Island person and is accepted as such by his/her community. Throughout this clause, any reference to the ‘Deputy Vice-Chancellor’ shall mean the Deputy Vice-Chancellor with responsibility for Indigenous Australian employment.

### **51.1 Objectives**

The University is committed to the objective of increased employment and development opportunities for Indigenous Australians inside the University. This objective forms part of the University’s commitment to reconciliation with Indigenous Australian people as well as being a necessary pre-condition for improving Indigenous Australian student participation throughout the University.

Reflecting the University’s commitment to the principles of “Aboriginal and Torres Strait Islander Self-Determination”, social and restorative justice and cultural affirmation, the Wingara Indigenous Employment and Professional Development Strategy (the Wingara strategy) will be implemented with the objectives of:

- (a) maximising learning opportunities to increase Indigenous knowledge, independence, remuneration, job security and self-sufficiency;
- (b) increasing, encouraging and fostering Indigenous employment and participation at all levels of work activity;
- (c) facilitating and encouraging the direct involvement of Indigenous staff members in determining their own career strategies, goals and objectives; and
- (d) establishing clear targets for Indigenous staff to comprise at least two per cent of UTS staff.

### **51.2 Guiding principles**

**51.2.1** In pursuit of these objectives the following principles will apply:

- the University gives respect and consideration to the principle of Aboriginal and Torres Strait Islander Self-Determination, to the cultural, social and religious systems practiced by Indigenous Australians, and recognises Indigenous Australian knowledge as a significant contribution to all other bodies of knowledge, and acknowledges the knowledge base that Indigenous Australian staff bring to the University. As far as possible, the University will actively promote and recognise Indigenous Australian cultural practices and identity. The application of this principle also recognises the diversity of Indigenous Australian culture.
- the University acknowledges that participation of Indigenous Australians in cultural or ceremonial activities enhances the effectiveness of Aboriginal and Torres Strait Islander people. Provision for participation in ceremonial or cultural activities is therefore of direct benefit to the University.
- the University recognises that a supportive working environment for Indigenous Australians requires the redress of past social injustice, exploitation and employment inequity. This means providing access to opportunities for career development, recognition of cultural obligations; the valuing of Australian Indigenous contribution within

the University community; acknowledging the challenges faced by Indigenous staff in their roles, in particular the requirement to provide flexible services to meet the needs of Indigenous students; and the opportunity for Indigenous Australian staff to advance their career at UTS.

**51.2.2** The University and staff shall maintain as their goal a continued improvement in the efficiency and effectiveness of their work consistent with these principles.

### **51.3 Strategies**

Consistent with the objectives and guiding principles, the University makes the following commitments:

**51.3.1** To facilitate the Wingara Strategy, the University re-affirms its commitment to the provision of ongoing funding for an identified position which has responsibility for co-ordinating and monitoring Indigenous employment at UTS. The position will contribute to the development, implementation and monitoring of the Wingara Strategy and will work with UTS managers to facilitate meeting targets set for employment through the Strategy. The University will review, update and publish the Wingara Strategy to reflect the 2 per cent target in sub-clause 51.1(d) above.

**51.3.2** The Wingara Management Committee is responsible for overseeing the implementation of the Wingara strategy and advising the Vice-Chancellor on the setting and monitoring of targets. The Committee will include in its membership appropriate representation from relevant Indigenous communities, representatives of Indigenous staff (including staff members nominated by the unions), and relevant University management. At least half of the Committee will be Indigenous people. The Wingara Management Committee will report bi-annually to the Deputy Vice-Chancellor on outcomes and on progress of the Wingara Strategy. The Wingara Management Committee will also monitor staff turnover to ensure that the University maintains and improves Indigenous employment, to achieve its overall target for Indigenous staff.

**51.3.3** To develop a program of support to facilitate the professional development of Indigenous staff. The program will be developed in consultation with Indigenous Australian staff and other stakeholders and will include consideration of targeted development provided through a mentoring approach and study support.

**51.3.4** To establish an Indigenous Australian staff support network to facilitate communication with and between Indigenous Australian staff on matters relating to their employment and professional development at UTS. Participation in the network will be voluntary but all Indigenous Australian staff will be eligible to participate in the network. The University will use the network as a mechanism to consult with Indigenous Australian staff on matters including the development of the professional development program (refer to sub-clause 51.3.3). Progress reports on the strategy will be made available to the Indigenous Australian staff support network at UTS through updates from the Wingara Management Committee bi-annual reports.

## **52 PROVISION OF PERSONAL INFORMATION**

**52.1** A staff member may wish to access leave or other flexible working arrangements in order to accommodate their personal, family and carer's circumstances in accordance with the procedures provided in this Agreement. The staff member must disclose sufficient information relevant to these circumstances to enable the University to determine whether there are good and sufficient reasons for the University to approve access to leave and flexible work arrangements.

**52.2** Staff are expected to normally discuss their relevant personal circumstances with their supervisor, however, staff may choose to discuss such matters with the Director, Human Resources instead.

**52.3** Where the staff member chooses to discuss personal information with the Director, Human Resources instead of their supervisor, the Director, Human Resources will only disclose general information about the staff member's situation to the staff member's supervisor sufficient to allow the supervisor to fulfill their decision making responsibilities.

## PART F - DISCIPLINE

### 53 MANAGING UNSATISFACTORY PERFORMANCE

#### Application

- 53.1** The procedures outlined in this Clause apply to all continuing and fixed-term staff employed by the University. This Clause does not apply to casual and probationary staff.
- 53.2** It is expected that supervisors will have provided regular feedback on performance as part of the performance review processes at UTS and will deal promptly and fairly with issues. Supervisors will provide guidance and counselling and, where appropriate, staff development, to address performance issues when these are first identified.
- 53.3** The procedures of this Clause must be followed before disciplinary action against a staff member for unsatisfactory performance may be taken. However, where a matter that may involve unsatisfactory performance has been dealt with in good faith as though it were a case of misconduct under Clause 54, the procedures of this Clause are not required, but the procedures of Clause 54 including notice periods and review procedures, must be followed. Nothing in this Clause prevents the relevant Dean, Director, Head of Division or the Vice-Chancellor from referring a question of possible unsatisfactory performance to a supervisor or Manager for appropriate action.

#### Definition

- 53.4** **'Disciplinary action'** means action by the University to discipline a staff member for unsatisfactory performance in accordance with the provisions of this Agreement and may include one or more of the following:
- (a) formal censure
  - (b) formal counselling
  - (c) demotion by one or more classification levels or increments
  - (d) withholding of an increment
  - (e) suspension with pay
  - (f) termination of employment.

#### Procedures

- 53.5** Where a supervisor forms a view that the performance of a staff member is unsatisfactory, the supervisor will:
- (a) inform the staff member that action is being, or may be, taken in accordance with this Clause
  - (b) counsel the staff member on the nature of the improvement required and the time within which reasonable improvement is expected, and
  - (c) make a record of the counselling given and provide a copy to the staff member.
- 53.6** A staff member may choose to be accompanied by a representative of the staff member's choosing at any counselling or meeting convened in accordance with this Clause, provided that person is not a barrister or solicitor in private practice.
- 53.7** When performance issues are identified as part of the University's performance review processes and the staff member has been advised in accordance with sub-clause 53.5(b), the procedures outlined in that process for dealing with performance issues may be deemed to satisfy the requirements of sub-clause 53.5.

- 53.8** Where a supervisor believes that the processes referred to in 53.5 have not produced the desired improvements in performance, the supervisor will make a report to the Dean or Director (as appropriate) and, at the same time, provide a copy to the staff member. The Dean or Director will review the report and any response provided by the staff member and may decide to:
- (a) take no further action
  - (b) refer the matter back to the supervisor to ensure that the steps referred to in sub-clause 53.5 are complied with in substance and in a manner appropriate to the circumstances; or
  - (c) refer the report to the Deputy Vice-Chancellor. The report will state clearly the aspects of performance viewed as unsatisfactory and the record of attempts to remedy the problem/s.
- 53.9** The Dean or Director will provide the staff member with a copy of the report at the time it is referred to the Deputy Vice-Chancellor. The staff member may, within ten working days of receipt of the report by the Deputy Vice-Chancellor, submit to the Deputy Vice-Chancellor a written response to the report.
- 53.10** Upon receipt of the report and any written response from the staff member, the Deputy Vice-Chancellor will first be satisfied that:
- (a) appropriate steps have been taken to bring the unsatisfactory nature of performance to the staff member's attention
  - (b) an adequate opportunity to respond was given
  - (c) any response was taken into account, and
  - (d) a reasonable opportunity has been afforded to remedy the performance problem.
- 53.11** Following consideration of the report and any written response from the staff member, the Deputy Vice-Chancellor may then:
- (a) take no further action
  - (b) refer the matter back to the supervisor (via the Dean or Director) to ensure that the steps referred to in sub-clause 53.5 are complied with in substance and in a manner appropriate to the circumstances, or
  - (c) advise the staff member, in writing, of the recommendation being made to the Vice-Chancellor concerning disciplinary action to be taken.
- 53.12** Following receipt of the Deputy Vice-Chancellor's written advice, the staff member has five working days to submit, in writing, a request for a review of the process leading to the Deputy Vice-Chancellor's recommendation.
- 53.13** If the staff member does not request a review of the process leading to the Deputy Vice-Chancellor's recommendation, the Deputy Vice-Chancellor will refer his/her recommendation to the Vice-Chancellor. The Vice-Chancellor will consider the recommendation and determine if any disciplinary action is to be taken. The Vice-Chancellor will advise the staff member, in writing, of her/his decision and the operative date of any disciplinary action to be taken.

## **Review**

- 53.14** Where a staff member requests a review of the Deputy Vice-Chancellor's recommendation in accordance with sub-clause 53.12, a Reviewer will be appointed normally within ten working days [refer to Clause 55, Reviewers and Investigators].
- 53.15** The Reviewer will:
- (a) conduct proceedings as expeditiously as possible consistent with the need for fairness
  - (b) allow the Deputy Vice-Chancellor and staff member to be assisted, if they so choose, by an agent of his/her choice who is not a solicitor or barrister in private practice

- (c) give the staff member adequate opportunity to put his/her case that fair process was not observed up to the point of the recommendation by the Deputy Vice-Chancellor to advise the staff member that his/her performance is unsatisfactory
- (d) provide an opportunity for the staff member to be interviewed
- (e) conduct all interviews in the presence of the staff member and the Deputy Vice-Chancellor and, where applicable their representatives
- (f) ensure that the staff member and the Deputy Vice-Chancellor have the right to ask questions, to make submissions and to present and challenge evidence
- (e) interview any person the Reviewer thinks fit to establish the facts of the particular case
- (f) take into account other material the Reviewer believes appropriate to the case;
- (g) keep a record of the interviews and proceedings
- (h) provide a report together with a record of proceedings to the Vice-Chancellor and the staff member as expeditiously as possible following completion of the proceedings
- (i) conclude the proceedings as expeditiously as possible following appointment of the Reviewer.

**53.16** If the Reviewer concludes that the procedures set out in sub-clause 53.5 to 53.10 were not properly followed the Vice-Chancellor will consider the Deputy Vice-Chancellor's recommendation in light of the Reviewer's report and may first take steps to remedy any perceived unfairness as may seem to the Vice-Chancellor reasonable.

**53.17** The Vice-Chancellor will then decide if disciplinary action is to be taken. The Vice-Chancellor will advise the staff member in writing of her/his decision, and of the operative date of any disciplinary action to be taken. If the Vice-Chancellor decides there has been no unsatisfactory performance, she/he will immediately advise the staff member in writing, and may, by mutual agreement with the staff member, publish the advice in an appropriate manner.

**53.18** If the Reviewer concludes that the procedures set out in sub-clauses 53.5 to 53.10 were followed properly, the Vice-Chancellor will consider Reviewer's report and the Deputy Vice-Chancellor's recommendation and decide if disciplinary action is to be taken. The Vice-Chancellor will advise the staff member in writing of her/his decision, and of the operative date of any disciplinary action to be taken.

**53.19** The action of the Vice-Chancellor under this Clause will be final. However, this Clause does not exclude the jurisdiction of any external tribunal that would be competent to deal with the matter.

## **54 DISCIPLINARY ACTION FOR MISCONDUCT**

### **Application**

**54.1** The procedures outlined in this Clause apply to all staff (other than casual staff) employed by the University.

### **Definition**

**54.2** '**Misconduct**' means:

- (a) serious misbehaviour of a kind which constitutes a serious impediment to the carrying out of a staff member's duties or to a staff member's colleagues carrying out their duties; or
- (b) conviction by a Court of competent jurisdiction of an offence of a kind that may be reasonably regarded as constituting a serious impediment to the discharge by the staff member of his or her functions or duties, or to the staff member's colleagues carrying out their functions or duties; and/or
- (c) serious dereliction of duties.



**54.3** 'Disciplinary action' means any action by the University to discipline a staff member for misconduct and may include one or more of the following:

- (a) formal censure
- (b) formal counselling
- (c) demotion by one or more classification levels or increments
- (d) withholding of an increment
- (e) suspension with pay
- (f) termination of employment.

### **Procedures**

**54.4** The Vice-Chancellor must follow the procedures of this Clause before taking disciplinary action against a staff member for misconduct. However, where a matter that may involve misconduct has been dealt with in good faith as if it were a case of unsatisfactory performance under Clause 53, the procedures of this Clause are not required, but the procedures of Clause 53, including notice periods and review procedures, must be followed.

**54.5** The Vice-Chancellor will consider any allegation/s of misconduct. If the Vice-Chancellor believes the allegation/s warrant further investigation then the Vice-Chancellor will:

- (a) notify the staff member in writing and in sufficient detail to enable the staff member to understand the precise nature of the allegation/s, and to properly consider and respond to them, and
- (b) require the staff member to submit a written response within ten working days.

**54.6** If the staff member denies in part or full the allegation/s, or fails to submit a written response to any allegations, the Vice-Chancellor will:

- (a) arrange for the matter to be investigated; or
- (b) counsel and/or censure the staff member for unsatisfactory behaviour and take no other action; or
- (c) take no further action.

**54.7** If the staff member admits in full the allegation/s, and the Vice-Chancellor is of the view that the conduct amounts to misconduct, then the Vice-Chancellor may take disciplinary action, subject to following the procedure described in sub-clause 54.8.

**54.8** Before deciding to take disciplinary action, the Vice-Chancellor will:

- (a) invite the staff member to advise within five working days, in writing, any matters that he or she may wish the Vice-Chancellor to take into account at the time a decision as to disciplinary action is considered
- (b) have regard to any such matters brought to attention by the staff member when deciding whether any disciplinary action should be taken, and
- (c) advise the staff member of that decision and of the operative date of any disciplinary action to be taken.

**54.9** Where the Vice-Chancellor is of the view that there has been no misconduct and decides to take no further action under sub-clause 54.6, the Vice-Chancellor will immediately advise the staff member in writing and may, by agreement with the staff member, publish the advice in an appropriate manner.

### **Investigation of misconduct**

**54.10** Where a matter is referred for investigation in accordance with sub-clause 54.6(a), an Investigator will be appointed normally within ten working days [refer to Clause 55, Reviewers and Investigators].

**54.11** The Investigator will investigate the facts relating to the alleged misconduct, including whether any mitigating circumstances are evident.

**54.12** The Investigator will:

- (a) conduct proceedings as expeditiously as possible consistent with the need for fairness
- (b) provide an opportunity for the staff member and the Vice-Chancellor, should they so choose, to be assisted in the proceedings (but not by a person who is a solicitor or barrister in private practice)
- (c) provide an opportunity for the staff member to be interviewed by the Investigator and ensure that he/she has adequate opportunity to answer any allegations of misconduct and put his/her case
- (d) conduct all interviews in the presence of the staff member and the Vice-Chancellor and, where applicable their representatives
- (e) ensure that the staff member and the Vice-Chancellor have the right to ask questions, to make submissions and to present and challenge evidence
- (f) interview any person the Investigator thinks fit to establish the facts of the particular case and take into account any material the Investigator believes appropriate to the case
- (g) keep a record of proceedings and
- (h) provide a report together with a record of proceedings to the Vice-Chancellor and the staff member as expeditiously as possible following completion of the proceedings
- (i) conclude the investigation as expeditiously as possible following appointment of the investigator unless otherwise agreed between the Investigator, the Vice-Chancellor and the staff member.

**54.13** On receipt of the report of the Investigator, and having considered the findings on the facts related to the alleged misconduct, including any findings as to whether any mitigating circumstances are evident, the Vice-Chancellor may take disciplinary action.

**54.14** If, having considered the investigator's findings on the facts, the Vice-Chancellor is of the view that there has been no misconduct the Vice-Chancellor will immediately advise the staff member in writing. The Vice-Chancellor may, by agreement with the staff member, publish the advice in an appropriate manner.

### **Suspension**

**54.15** The Vice-Chancellor may suspend a staff member with pay if the Vice-Chancellor is of the view that it would be unreasonable to continue the staff member's attendance at work pending further investigation.

**54.16** During any period of suspension the staff member may be excluded from the University, however, he/she will be permitted reasonable access to the University for the preparation of his/her case and to collect personal property.

### **Other matters**

**54.17** This Clause in no way constrains the University from carrying out other or further investigations relating to the consequences of conduct of a staff member or former staff member when required in the public interest, eg inquiring into the truth of research results.

**54.18** The action of the Vice-Chancellor under this Clause will be final. However, this Clause does not exclude the jurisdiction of any external tribunal that would be competent to deal with the matter.

## **55 REVIEWERS AND INVESTIGATORS**

**55.1** The University and the unions will, within three months of the approval of this Agreement, establish an agreed pool of persons who may be appointed as a 'Reviewer' under Clauses

53 [Managing Performance] and, 56 [Redundancy], or an 'Investigator' under Clause 54 [Disciplinary Action for Misconduct].

- 55.2** If agreement on the pool cannot be reached within three months, then the Fair Work Authority may be asked to nominate appropriate persons for inclusion in the pool.
- 55.3** The pool referred to in sub-clause 55.1, will consist of up to six persons, external to the University and have experience in University decision-making processes, dispute resolution, arbitration and/or adjudication.
- 55.4** The Vice-Chancellor will appoint a Reviewer or Investigator from the pool where required under Clause 53, 54 or 56,
- 55.5** Where it is agreed that a Reviewer or Investigator with specific expertise and knowledge is required, and the University and the union agree to a person who meets this requirement, the Vice-Chancellor will appoint the agreed person as the Reviewer or Investigator for the particular case.

## PART G - TERMINATION OF EMPLOYMENT

### 56 REDUNDANCY

#### Principles

The University recognises that job security is important for staff and is committed to minimising the need for forced redundancies by exploring alternative measures to mitigate any negative consequences of the change. Such measures may include natural attrition, or voluntary measures such as voluntary separations, fixed-term pre-retirement contracts, leave without pay, voluntary conversion to part-time employment (for a specified period of time unless otherwise agreed), long service leave, and/or redeployment. Forced redundancies will be implemented as a last resort.

#### 56.1 Application

The provisions of this Clause apply to all continuing staff.

#### 56.2 Definition

**'Redundant position'** means a position that is identified as surplus to the University's requirements for reasons of an economic, technological, structural or similar nature. Such reasons may include, but are not limited to:

- (a) a decrease in student demand or enrolments in any academic course or subject or combination or mix of courses or subjects conducted on one or more campuses
- (b) a decision to reduce or cease providing or to vary a service, function or activity conducted on one or more campuses
- (c) financial exigency within an organisational unit or cost centre; or
- (d) changes in technology or work methods.

#### 56.3 Consultation

**56.3.1** Where the University has decided to make one or more positions redundant, it will consult with the affected staff, and where requested their representative, in accordance with sub-clause 16.2 [Managing Change in the Workplace] of this agreement. As part of those discussions the University will provide the affected staff with relevant information, including:

- (a) the redundancies and the reasons for them
- (b) the number and categories of staff likely to be affected; and
- (c) the time when, or the period over which, the University intends to carry out the redundancies.

**56.3.2** Following the discussions with the affected staff under sub-clause 56.3.1, the University will decide which measure(s) will be pursued to mitigate any negative consequences of the change.

#### 56.4 Application for voluntary separation or redeployment

The Vice-Chancellor may invite the staff member(s), who have been provided with information as required under sub-clause 56.3.1, to apply for voluntary separation (as provided under sub-clause 56.5) or redeployment (as provided under sub-clause 56.6).

A staff member who has received an invitation from the Vice-Chancellor in accordance with this sub-clause will have five working days from the date of the Vice-Chancellor's invitation to request a review of the University's decision to make her/his position redundant in accordance with sub-clause 56.7.

## **56.5 Voluntary separation**

A staff member will have six weeks from the date of the Vice-Chancellor's invitation in which to submit an application for voluntary separation to the Vice-Chancellor. The Vice-Chancellor may decline a request for voluntary separation and the staff member will be advised of the reason(s) in writing for this decision and will be informed that their employment is to continue.

### **56.5.1 Voluntary separation benefit**

- (a) The amount paid for voluntary separation will consist of the following components:
- (i) a lump sum of twelve weeks pay
  - (ii) severance pay at the rate of three weeks pay for each completed year of service for the first ten years of service
  - (iii) severance pay at the rate of two weeks pay for each completed year of service thereafter
  - (iv) the total amount of payment under (i), (ii) and (iii) above shall not in total exceed payment equivalent to 78 weeks pay
  - (v) entitlements in the form of accrued annual leave and long service leave.
- 'Pay' as referred to above in this sub-clause will be the staff member's ordinary rate of pay as defined in Clause 3 [Definitions].
- (b) The final date of employment will be determined by the Dean or Director in consultation with the staff member.
- (c) All payments under sub-clause 56.5.1(a) will be calculated on the basis of the pay applicable to the staff member's average proportion of full-time employment over his/her last five years of service or his/her proportion of full-time employment at the date of cessation of employment, whichever is the greater.
- (d) The benefits under 56.5.1(a) are in lieu of any notice period, access to a scheme of redeployment or other redundancy benefit.

## **56.6 Redeployment**

**56.6.1** A staff member will have six weeks from the date of the Vice-Chancellor's invitation under 56.4 in which to respond with a written request for the redeployment option to the Vice-Chancellor. The redeployment option will provide for a period of up to 15 weeks of redeployment and retraining which will commence from the date of the staff member's written request.

**56.6.2** If after requesting the opportunity for redeployment and at the end of the 15 week period there is no offer to be redeployed then the staff member's employment will be terminated and they will be provided with the voluntary separation benefits which would have been available to the staff member under sub-clause 56.5.1, excluding the lump sum of twelve weeks pay. There is no obligation on the staff member to complete the 15 week period of redeployment. A staff member may accept voluntary separation and end the period of redeployment before the end of the 15 week period. The voluntary separation benefit then available to the staff member will be reduced by the period of redeployment served (that is, from the commencement of the redeployment period to their final date of employment) up to a maximum equivalent to the lump sum of twelve weeks pay.

**56.6.3** During the redeployment process, staff will continue to maintain existing rights and privileges under this agreement and will continue to be engaged in productive and meaningful employment within the University.

- 56.6.4** The staff member will participate fully in the redeployment process including, where applicable, by maintaining a proactive job search; making themselves available to be considered for redeployment to a vacancy and participating in training.
- 56.6.5** The University will provide assistance and support to staff seeking redeployment. Staff seeking redeployment will be considered ahead of other applicants for any vacancy or new position considered by the University or the staff member to be suitable. A suitable position will normally mean a position:
- at the same classification level of the staff member, and
  - for which the staff member may have the necessary skills, qualifications and experience, or
  - for which the staff member may acquire the necessary skills with a reasonable period of training/retraining.
- 56.6.6** Where a staff member is assessed by the University as being suitable to fill a vacancy or new position, the staff member will receive a formal offer of appointment to the position, which they may accept or reject. A staff member shall not unreasonably refuse to accept redeployment to a suitable position, or training/retraining following the identification of a suitable position. When a staff member accepts redeployment to a position, redundancy processes will cease.
- 56.6.7** Where a staff member is not assessed by the University as being suitable to fill a vacancy or new position, the staff member and the University may agree to a trial redeployment of up to three months to the position. During the trial period, the staff member and their supervisor will discuss the progress of the trial redeployment. Should either the University or the staff member find during the trial period that the position is unsuitable, the trial redeployment will cease and the staff member will be receive the voluntary separation benefits which would have been available to the staff member under sub-clause 56.5.1(a) excluding the lump sum of twelve weeks pay (unless the period of redeployment and the trial period served is less than twelve weeks in which case the balance of the lump sum will be paid).
- 56.6.8** Where a staff member accepts redeployment to a position which is at a lower level, the University will maintain the staff member's salary at the level received prior to their position being declared redundant for a period of six months from the date of taking up the redeployment position.
- 56.6.9** Where a staff member accepts redeployment to a fixed-term position and there are then no further employment opportunities available at the conclusion of the fixed-term, the staff member's employment will be terminated and they will be provided with the benefits available under voluntary separation less the lump sum of twelve weeks pay (refer to sub-clause 56.5.1(a)).
- 56.6.10** The voluntary separation benefits applicable to staff who request redeployment will be calculated on the staff member's pay on the date of the staff member's written request for redeployment.
- 56.7 Review**
- 56.7.1** Within five working days of a staff member lodging an application for review in accordance with 56.4 a Reviewer will be appointed [refer to Clause 55, Reviewers and Investigators]. The role of the Reviewer will be to determine whether the process in 56.3.1 was followed or whether a genuine redundancy decision was made by the University.
- 56.7.2** The Reviewer will
- (a) conduct proceedings as expeditiously as possible consistent with the need for fairness
  - (b) allow the Vice-Chancellor and staff member to be assisted, if they so choose, by an agent of his/her choice who not a solicitor or barrister in private practice

- (c) give the staff member adequate opportunity to put his/her case that fair process was not observed up to the point of the decision of the Vice-Chancellor to advise the staff member that his/her position is redundant or it is one position within a class of positions where one or more of those positions are redundant
- (d) provide an opportunity for the staff member to be interviewed
- (e) interview any person the Reviewer thinks fit to establish the facts of the particular case
- (f) take into account other material the Reviewer believes appropriate to the case
- (g) conclude the review within ten working days of the appointment of the Reviewer unless otherwise agreed between the Reviewer, the Vice-Chancellor and the staff member.

**56.7.3** Within five working days (or longer period as agreed between the Vice-Chancellor and staff member) of completing the process under 56.7.2, the Reviewer will provide a report to the Vice-Chancellor and the staff member.

**56.7.4** If the Reviewer finds that the University has acted appropriately in terms of its process in inviting the staff member to apply for voluntary redundancy or redeployment, the Vice-Chancellor will provide the staff member with ten working days to apply for voluntary separation (as provided under Clause 56.5) or redeployment (as provided under Clause 56.6).

**56.7.5** If the reviewer finds that the University has not acted appropriately in terms of its process in inviting the staff member to apply for voluntary redundancy or redeployment, the Reviewer will report this fact to the Vice-Chancellor setting out reasons, specifically identifying what failures of the process had taken place.

**56.7.6** If the Vice-Chancellor receives a report to the effect that the process was not observed, the Vice-Chancellor will reconsider his/her decision in light of the Reviewer's report but may first take steps to remedy the perceived unfairness as seem to him/her reasonable.

## **56.8 Retrenchment**

**56.8.1** Following the close of the period for application referred to in 56.5, the Vice-Chancellor may formally advise in writing any staff member who has not applied for voluntary separation that the staff member is an excess staff member and that their employment will be terminated in accordance with this Clause. Such a termination is referred to as a 'retrenchment'.

### **56.8.2 Benefits on retrenchment**

- (a) A staff member will be given eight weeks notice (or equivalent compensation) prior to a retrenchment taking effect.
- (b) On retrenchment, a staff member will receive a severance payment of two weeks for each completed year of service with the University, to a maximum of 38 weeks salary.

Payment will be the staff member's ordinary rate of pay.

**56.8.3** The action of the Vice-Chancellor under this Clause will be final. However, the provisions of this Clause do not exclude the jurisdiction of any external tribunal that would be competent to deal with the matter.

## **56.9 Leave and expenses**

A staff member who is granted voluntary separation or is retrenched will be entitled to up to one day's time off with full pay per week for the purpose of seeking other employment including attendance at employment interviews. Where expenses to attend such interviews are not met by the prospective employer, the staff member will be entitled to reasonable local travel and other incidental expenses incurred in attending such interviews as determined by the head of school/unit (or equivalent).

The University will reimburse reasonable costs and charges as determined by the Dean (or equivalent) associated with a program of retraining as an agreed measure to mitigate the effects of his/her position being surplus.

## **57 SEPARATION FROM EMPLOYMENT ON MEDICAL GROUNDS**

### **Application**

**57.1** The procedures outlined in this Clause apply to all staff covered by this Agreement, excluding casuals. Nothing in this Clause is intended to preclude a staff member from initiating separation from employment on medical grounds or from applying to their superannuation fund for ill-health retirement or temporary disability benefit.

### **Procedures**

**57.2** If the Vice-Chancellor believes there is doubt regarding a staff member's capacity to perform the duties of their office, the Vice-Chancellor may require the staff member to undergo a medical examination. The University will choose a medical practitioner to conduct the medical examination at the expense of the University. The Vice-Chancellor will provide a staff member with written notice of not less than two months, except in exceptional circumstances, that a medical examination is required.

**57.3** If, within the notice period referred to in sub-clause 57.2, the staff member elects to apply to their superannuation fund for ill-health retirement or temporary disability benefit and provides the Vice-Chancellor with evidence of the application and co-operates with the superannuation fund in the processing of the application, the requirement for a medical examination will lapse. In this case, subject to the provisions of this Clause, the Vice-Chancellor will take no further action until such time as the superannuation fund has reached a decision on the application.

**57.4** Where the superannuation fund decides that the staff member, following a period of receipt of a temporary disability benefit, is capable of resuming work and the Vice-Chancellor elects to dispute this decision, the Vice-Chancellor may proceed to provide the staff member with written notice of not less than two months, except in exceptional circumstances, that a medical examination is required.

### **Medical report**

**57.5** Where a medical examination is conducted in accordance with this Clause, the practitioner conducting the examination will be asked to advise whether the staff member is unable to perform his or her duties and is unlikely to be able to resume those duties within a reasonable time, being not less than twelve months. A copy of the medical practitioner's report will be made available to the Vice-Chancellor. The Vice-Chancellor will supply a copy of the report to the staff member, together with written advice that an application to refer the report to a panel of medical practitioners for confirmation may be made within 14 days of the medical report being supplied to the staff member.

**57.6** Notwithstanding the provisions of sub-clause 57.5, where a staff member has been continually absent from employment on account of a medical condition which has been the subject of examination under sub-clause 57.5, and the absence has been for a period of not less than two years, the University may terminate the staff member's employment under the provisions of sub-clauses 57.11 and 57.12.

**57.7** A staff member (or person acting on their behalf) may request that the findings of the medical examination referred to in sub-clause 57.5 be confirmed by a panel of medical practitioners in accordance with sub-clause 57.9 below. The Vice-Chancellor must receive such a request within 14 days of the medical report being supplied to the staff member.



- 57.8** If such a request is received, the Vice-Chancellor will not terminate the employment of the staff member unless and until the panel confirms the findings of the report.
- 57.9** Where a request pursuant to sub-clause 57.7 is received, the required panel will consist of three medical practitioners, as follows:
- (a) one medical practitioner appointed by the University
  - (b) one medical practitioner appointed by the staff member or a person acting on his/her behalf; and
  - (c) one medical practitioner appointed by the President of the New South Wales Branch of the Australian Medical Association.

This panel will not include the practitioner who made the initial report. Every effort will be made to appoint a panel no later than seven days from the staff member's request being received by the Vice-Chancellor.

- 57.10** In making an assessment as to whether or not a staff member is unable to perform his/her duties and is unlikely to be able to resume them within twelve months, the medical practitioner or panel of practitioners, as far as possible, will apply the same standards of permanent incapacity as contained in the trust deeds of the staff member's superannuation scheme, if any, in determining qualification of a disablement pension or other similar benefit.

### **Separation from employment**

- 57.11** If the medical examination reveals that the staff member is unable to perform his or her duties and is unlikely to be able to resume them within twelve months, and a request pursuant to sub-clause 57.7 has not been received, the Vice-Chancellor may terminate the staff member's employment. In this case, the University will provide six months notice or pay in lieu thereof.
- 57.12** The University may, at its option, pay compensation in lieu of notice equal to the total amounts that the University would have been liable to pay to the staff member if the staff member's employment had continued until the end of the required period of notice. Prior to taking action to terminate the employment of a staff member, the Vice-Chancellor may offer the staff member the opportunity to submit a resignation. If a resignation is offered, the Vice-Chancellor will accept it immediately and will not proceed with action to terminate employment.
- 57.13** The Vice-Chancellor may construe a failure by a staff member to undergo a medical examination as prima facie evidence that a medical examination would have found the staff member unable to perform their duties and unlikely to be able to resume them within twelve months. In this case, the Vice-Chancellor may act in accordance with sub-clause 57.11. However, such a failure by a staff member in these circumstances will not constitute misconduct nor lead to any greater penalty or loss of entitlements than would have resulted from an adverse medical report.
- 57.14** These provisions will not displace or override any existing workers' compensation schemes or awards whether State or Federal, including WorkCover, or the provisions contained in any workers' compensation or relevant discrimination legislation that may be enacted.
- 57.15** Medical records shall be provided to the Director, Human Resources for appropriate confidential filing.

## **58 TERMINATION OF EMPLOYMENT**

- 58.1** Action by the University to terminate the employment of a staff member will be in accordance with the following relevant provisions of this Agreement:
- Clause 35 (Absence from duty)

- Clause 46 (Probation)
- Clause 53 (Managing unsatisfactory performance)
- Clause 54 (Disciplinary action for misconduct)
- Clause 56 (Redundancy)
- Clause 57 (Separation from employment on medical grounds)

## **58.2 Notice Periods**

**58.2.1** Where the Vice-Chancellor makes a decision to terminate the employment of a staff member in accordance with Clauses 53 or 54, notice or payment in lieu will be as provided in sub-clauses 58.2.2 to 58.2.5.

**58.2.2** The staff member will receive the following minimum period of notice of their last day of duty as follows:

<b>Period of continuous service</b>	<b>Period of notice</b>
One year or less	one week
Over one year and up to the completion of three years	two weeks
Over three years and up to the completion of five years	three weeks
Over five years of completed service	four weeks

**58.2.3** In addition to this period of notice, staff who are over 45 years of age at the time of giving notice and who have at least two years' continuous service with the University will receive an additional one week of notice.

**58.2.4** Payment instead of notice will be made if the University does not require the person to work out the notice period. Where the staff member is only required to work part of the notice period, the University will pay out the remainder of the notice period.

**58.2.5** Any payments in lieu of notice will be based on the staff member's salary at the date of cessation of employment.

**58.3** A staff member is required to provide the University with notice of resignation or retirement in accordance with University guidelines.

**SCHEDULE 1: RATES OF PAY - FULL-TIME SUPPORT STAFF**

All salary increases are effective from the date indicated in the table below.

Classification	Step	2%	2%	2%	2%	2%	2%	2%	2%
		Paid in November 2009	Paid from 1 May 2010	1 November 2010	1 May 2011	1 November 2011	1 May 2012	1 November 2012	1 May 2013
		per annum	per annum	per annum	per annum	per annum	per annum	per annum	per annum
<b>HEW1</b>	s1011	36,513	37,243	37,988	38,748	39,523	40,314	41,120	41,942
	s1012	37,340	38,087	38,849	39,626	40,418	41,227	42,051	42,892
	s1013	38,173	38,936	39,715	40,509	41,319	42,146	42,989	43,848
<b>HEW2</b>	s1021	39,415	40,203	41,007	41,828	42,664	43,517	44,388	45,276
	s1022	40,246	41,051	41,872	42,710	43,564	44,435	45,324	46,230
	s1023	41,284	42,109	42,951	43,810	44,687	45,580	46,492	47,422
<b>HEW3</b>	s1031	41,490	42,320	43,166	44,030	44,910	45,808	46,724	47,659
	s1032	42,943	43,802	44,678	45,571	46,483	47,413	48,361	49,328
	s1033	44,396	45,284	46,190	47,113	48,056	49,017	49,997	50,997
	s1034	45,849	46,766	47,701	48,655	49,628	50,621	51,633	52,666
	s1035	47,301	48,247	49,211	50,196	51,200	52,224	53,268	54,333
<b>HEW4</b>	s1041	47,715	48,669	49,642	50,635	51,648	52,681	53,735	54,809
	s1042	48,544	49,515	50,506	51,516	52,546	53,597	54,669	55,762
	s1043	49,790	50,785	51,801	52,837	53,894	54,972	56,071	57,193
	s1044	51,036	52,057	53,098	54,160	55,243	56,348	57,475	58,625
<b>HEW5</b>	s1051	51,863	52,900	53,958	55,038	56,138	57,261	58,406	59,574
	s1052	53,108	54,171	55,254	56,359	57,486	58,636	59,809	61,005
	s1053	54,354	55,441	56,549	57,680	58,834	60,011	61,211	62,435
	s1054	56,013	57,133	58,276	59,441	60,630	61,843	63,080	64,341
	s1055	57,672	58,826	60,002	61,202	62,426	63,675	64,948	66,247
	s1056	59,332	60,518	61,729	62,963	64,223	65,507	66,817	68,154
<b>HEW6</b>	s1061	60,161	61,365	62,592	63,844	65,121	66,423	67,752	69,107
	s1062	61,822	63,059	64,320	65,606	66,918	68,257	69,622	71,014
	s1063	63,482	64,751	66,046	67,367	68,714	70,089	71,491	72,920
	s1064	65,140	66,442	67,771	69,127	70,509	71,919	73,358	74,825

Classification	Step	2%	2%	2%	2%	2%	2%	2%	2%
		Paid in November 2009	Paid from 1 May 2010	1 November 2010	1 May 2011	1 November 2011	1 May 2012	1 November 2012	1 May 2013
		per annum	per annum	per annum	per annum	per annum	per annum	per annum	per annum
<b>HEW7</b>	s1071	66,386	67,714	69,068	70,450	71,859	73,296	74,762	76,257
	s1072	68,044	69,405	70,793	72,209	73,653	75,126	76,629	78,161
	s1073	69,706	71,100	72,522	73,973	75,452	76,961	78,501	80,071
	s1074	71,364	72,792	74,247	75,732	77,247	78,792	80,368	81,975
	s1075	73,439	74,908	76,406	77,934	79,493	81,083	82,704	84,359
<b>HEW8</b>	s1081	74,684	76,178	77,702	79,256	80,841	82,458	84,107	85,789
	s1082	76,759	78,295	79,860	81,458	83,087	84,748	86,443	88,172
	s1083	78,834	80,411	82,019	83,660	85,333	87,039	88,780	90,556
	s1084	80,908	82,526	84,176	85,860	87,577	89,329	91,115	92,938
	s1085	82,983	84,642	86,335	88,062	89,823	91,620	93,452	95,321
	s1086	85,058	86,759	88,494	90,264	92,069	93,910	95,789	97,704
<b>HEW9</b>	s1091	87,133	88,875	90,653	92,466	94,315	96,201	98,125	100,088
	s1092	89,206	90,990	92,810	94,666	96,559	98,491	100,461	102,470
	s1093	91,281	93,107	94,969	96,868	98,805	100,782	102,797	104,853
<b>HEW10</b>	s1101	93,355	95,222	97,126	99,069	101,050	103,071	105,132	107,235

**SCHEDULE 2: RATES OF PAY – CASUAL SUPPORT STAFF**

All salary increases are effective from the commencement of the first pay period on or after the date indicated in the table below.

The rates of pay include a casual loading of 23%. The casual loading will increase to 24% with effect from 1 November 2011, and to 25% with effect from 1 November 2012.

Classification	Step	Commencing salary	2%	2%	2%	2%	2%	2%	2%
			1 May 2010	1 November 2010	1 May 2011	1 November 2011	1 May 2012	1 November 2012	1 May 2013
		per hour	per hour	per hour	per hour	per hour	per hour	per hour	per hour
HEW1	s1011	24.59	25.08	25.59	26.10	26.84	27.37	28.14	28.71
	s1012	25.15	25.65	26.17	26.69	27.44	27.99	28.78	29.36
	s1013	25.71	26.22	26.75	27.28	28.06	28.62	29.42	30.01
HEW2	s1021	26.55	27.08	27.62	28.17	28.97	29.55	30.38	30.99
	s1022	27.11	27.65	28.20	28.77	29.58	30.17	31.02	31.64
	s1023	27.80	28.36	28.93	29.51	30.34	30.95	31.82	32.46
HEW3	s1031	27.94	28.50	29.07	29.65	30.49	31.10	31.98	32.62
	s1032	28.92	29.50	30.09	30.69	31.56	32.19	33.10	33.76
	s1033	29.90	30.50	31.11	31.73	32.63	33.28	34.22	34.91
	s1034	30.88	31.50	32.13	32.77	33.70	34.37	35.34	36.05
	s1035	31.86	32.49	33.14	33.81	34.76	35.46	36.46	37.19
HEW4	s1041	32.14	32.78	33.43	34.10	35.07	35.77	36.78	37.51
	s1042	32.70	33.35	34.02	34.70	35.68	36.39	37.42	38.17
	s1043	33.53	34.20	34.89	35.59	36.59	37.33	38.38	39.15
	s1044	34.37	35.06	35.76	36.48	37.51	38.26	39.34	40.13
HEW5	s1051	34.93	35.63	36.34	37.07	38.12	38.88	39.98	40.78
	s1052	35.77	36.48	37.21	37.96	39.03	39.81	40.94	41.76
	s1053	36.61	37.34	38.09	38.85	39.95	40.75	41.90	42.73
	s1054	37.73	38.48	39.25	40.03	41.17	41.99	43.18	44.04
	s1055	38.84	39.62	40.41	41.22	42.39	43.23	44.45	45.34
	s1056	39.96	40.76	41.57	42.41	43.61	44.48	45.73	46.65
HEW6	s1061	40.52	41.33	42.16	43.00	44.22	45.10	46.37	47.30
	s1062	41.64	42.47	43.32	44.19	45.44	46.35	47.65	48.61
	s1063	42.76	43.61	44.48	45.37	46.66	47.59	48.93	49.91
	s1064	43.87	44.75	45.64	46.56	47.87	48.83	50.21	51.21

Classification	Step	Commencing salary	2%	2%	2%	2%	2%	2%	2%
			1 May 2010	1 November 2010	1 May 2011	1 November 2011	1 May 2012	1 November 2102	1 May 2013
		per hour	per hour	per hour	per hour	per hour	per hour	per hour	per hour
<b>HEW7</b>	s1071	44.71	45.61	46.52	47.45	48.79	49.77	51.17	52.19
	s1072	45.83	46.75	47.68	48.63	50.01	51.01	52.45	53.50
	s1073	46.95	47.89	48.84	49.82	51.23	52.26	53.73	54.81
	s1074	48.06	49.03	50.01	51.01	52.45	53.50	55.01	56.11
	s1075	49.46	50.45	51.46	52.49	53.97	55.05	56.61	57.74
<b>HEW8</b>	s1081	50.30	51.31	52.33	53.38	54.89	55.99	57.57	58.72
	s1082	51.70	52.73	53.79	54.86	56.41	57.54	59.17	60.35
	s1083	53.10	54.16	55.24	56.35	57.94	59.10	60.77	61.98
	s1084	54.49	55.58	56.69	57.83	59.46	60.65	62.36	63.61
	s1085	55.89	57.01	58.15	59.31	60.99	62.21	63.96	65.24
	s1086	57.29	58.43	59.60	60.79	62.51	63.76	65.56	66.88
<b>HEW9</b>	s1091	58.68	59.86	61.06	62.28	64.04	65.32	67.16	68.51
	s1092	60.08	61.28	62.51	63.76	65.56	66.87	68.76	70.14
	s1093	61.48	62.71	63.96	65.24	67.09	68.43	70.36	71.77
<b>HEW10</b>	s1101	62.88	64.13	65.42	66.72	68.61	69.98	71.96	73.40

## SCHEDULE 3: CLASSIFICATION DESCRIPTORS

### CLASSIFICATION DIMENSIONS

The descriptors use seven dimensions to describe the work at each level of the 10 level structure.

#### Dimension definition

##### Training level or qualification

The type and duration of training which the duties of the classification level typically require for effective performance. Training is the process of acquiring skills and knowledge through formal education, on the job instruction or exposure to procedures.

##### Task level

The type, complexity and responsibility of tasks typically performed by staff within each proposed classification level.

##### Judgement, independence and problem solving

Judgement is the ability to make sound decisions, recognising the consequences of decisions taken or action performed. Independence is the extent to which a position holder is able (or allowed) to work effectively without supervision or direction. Problem solving is the process of defining or selecting the appropriate course of action where alternative courses of action are available. This dimension looks at how much of each of these three qualities applies at each classification level.

##### Level of supervision

This dimension covers both the way in which staff are supervised or managed and the role of staff in supervising or managing others.

##### Organisational knowledge

The level of knowledge and awareness of the organisation, its structure and functions that would be expected of staff at each proposed classification level, and the purposes to which that organisational knowledge may be put.

##### Typical activities

Examples of activities typically undertaken by staff in different occupations at each of the classification levels.

##### Occupational equivalent

Occupations typically falling within each classification level.

### TRAINING LEVEL OR QUALIFICATION

Within the Australian Qualifications Framework,

**Year 12** Completion of a Senior Secondary Certificate of Education, usually in Year 12 of secondary school

**Trades Certificate** Completion of an apprenticeship, normally of 4 years duration, or equivalent recognition eg Certificate III

**Post-trade Certificate** A course of study over and above a Trade Certificate and less than a Certificate IV

**Certificates I and II** Courses that recognize basic vocational skills and knowledge, without a Year 12 prerequisite

**Certificate III** A course that provides a range of well-developed skills and is comparable to a trade certificate

**Certificate IV** A course that provides greater breadth and depth of skill and knowledge and is comparable to a two year part-time post-Year 12 or post-trade certificate course

**Diploma** A course at a higher education or vocational educational and training institution, typically equivalent to two years full-time post-Year 12 study

**Advanced diploma** A course at a higher education or vocational educational and training institution, typically equivalent to three years full-time post-Year 12 study

**Degree** A recognised degree from a higher education institution, often completed in 3 or 4 years, and sometimes combines with a one year diploma

**Postgraduate Degree** A recognised postgraduate degree, over and above a degree as defined above.

Note: Previously recognised qualifications obtained prior to the implementation of the Australian Qualifications Framework continue to be recognised. The above definitions also include equivalent recognised overseas qualifications.

## TRAINING LEVEL OR QUALIFICATIONS

### Level descriptor

1. Staff at the base of this level would not be required to have formal qualifications or work experience upon engagement.

Staff engaged at the base of this level will be provided with structured on the job training in addition to up to 38 hours of induction to the higher education industry which shall provide information on the higher education institution, conditions of employment, training to be made available and consequent career path opportunities, physical layout of the institution/work areas, introduction to fellow workers and supervisors, work and documentation procedures, occupational health and safety, equal opportunity practices and extended basic literacy and numeracy skills training where required/necessary to enable career path progression.

2. Perform duties at a skill level which assumes and requires knowledge, training or experience relevant to the duties performed, or
  - completion of Year 12 without work experience, or
  - completion of Certificates I or II with related work experience, or
  - an equivalent combination of experience and training.
3. Perform duties at a skill level which assumes and requires knowledge or training in clerical/administrative, trades or technical functions equivalent to:
  - completion of a Trades Certificate;
  - completion of Year 12 or a Certificate II, with relevant work experience; or
  - equivalent relevant experience or combination of relevant experience and/or education/training.

Persons advancing through this level may typically perform duties which require further on the job training or knowledge and training equivalent to progress toward completion of an Certificate IV or Diploma.

4. Perform duties at a skill level which assumes and requires knowledge or training equivalent to:
  - completion of a Diploma level qualification with relevant work related experience, or
  - completion of a Certificate IV with relevant work experience, or
  - completion of a Post-Trades Certificate and extensive relevant experience and on the job training; or
  - completion of a Certificate III with extensive relevant work experience, or
  - an equivalent combination of relevant experience and/or education/training.
5. Perform duties at a skill level which assumes and requires knowledge or training equivalent to:
  - completion of a Degree without subsequent relevant work experience; or



- completion of an advanced diploma qualification and at least one years subsequent relevant work experience, or
  - completion of a Diploma qualification and at least 2 years subsequent relevant work experience; or
  - completion of a Certificate IV and extensive relevant work experience, or
  - completion of a post-trades certificate and extensive (typically more than 2 years) relevant experience as a technician, or
  - an equivalent combination of relevant experience and/or education/training.
6. Perform duties at a skill level which assumes and requires knowledge or training equivalent to:
    - a Degree with subsequent relevant experience; or
    - extensive experience and specialist experience or broad knowledge in technical or administrative fields; or
    - an equivalent combination of relevant experience and/or education/training.
  7. Perform duties at a skill level which assumes and requires knowledge or training equivalent to:
    - a Degree with at least 4 years subsequent relevant experience; or
    - extensive experience and management expertise in technical or administrative fields; or
    - an equivalent combination of relevant experience and/or education/training.
  8. Perform duties at a skill level which assumes and requires knowledge or training equivalent to:
    - Postgraduate qualification and extensive relevant experience; or
    - extensive experience and management expertise; or
    - an equivalent combination or relevant experience and/or education/training.
  9. Perform duties at a skill level which assumes and requires knowledge or training equivalent to:
    - Postgraduate qualification and extensive experience; or
    - extensive management experience and proven management expertise; or
    - an equivalent combination or relevant experience and/or education/training.
  10. Perform duties at a skill level which assumes and requires knowledge or training equivalent to:
    - proven expertise in the management of significant human and material resources; in addition to, in some areas
    - Postgraduate qualification and extensive relevant experience.

## **TASK LEVEL**

1. Straightforward manual duties, or elements of Level 2 duties under close supervision and structured on the job training. Some knowledge of materials, eg. cleaning chemicals and hand tools, may be required. Established procedures exist.
2. Perform a range of straightforward tasks where procedures are clearly established. May on occasion perform more complex tasks.
3. Some complexity. Apply body of knowledge equivalent to Trade Certificate or Certificate III, including diagnostic skills and assessment of the best approach to a given task.
4. May undertake limited creative, planning or design functions; apply skills to a varied range of different tasks.
5. Apply body of broad technical knowledge and experience at a more advanced level than Level 4, including the development of areas of specialist expertise. In professional positions, apply theoretical knowledge, at a Degree level, in a straightforward way. In administrative positions, provide interpretations, advice and decisions on rules and entitlements.
6. Perform work assignments guided by policy, precedent, professional standards and managerial or technical expertise. Staff would have the latitude to develop or redefine procedure and interpret policy so long as other work areas are not affected. In technical and administrative areas, have a depth or breadth of expertise developed through extensive relevant experience and application.

7. Independently relate existing policy to work assignments or rethink the way a specific body of knowledge is applied in order to solve problems. In professional or technical positions, may be a recognised authority in a specialised area.
8. Work at this level is likely to require the development of new ways of using a specific body of knowledge which applies to work assignments, or may involve the integration or other specific bodies of knowledge.
9. Demonstrated capacity to conceptualise, develop and review major professional, management or administrative policies at the corporate level. Significant high level creative, planning and management functions. Responsibility for significant resources.
10. Complex, significant and high level creative planning, program and managerial functions with clear accountability for program performance. Comprehensive knowledge or related programs. Generate and use a high level of theoretical and applied knowledge.

### **JUDGEMENT, INDEPENDENCE AND PROBLEM SOLVING**

1. Resolve problems where alternatives for the job holder are limited and the required action is clear or can be readily referred to higher levels.
2. Solve relatively simple problems with reference to established techniques and practices. Will sometimes choose between a range of straightforward alternatives. A staff member at this level will be expected to perform a combination of various routine tasks where the daily work routine will allow the latitude to rearrange some work sequences, provided the prearranged work priorities are achieved.
3. Exercise judgement on work methods and task sequence within specified time lines and standard practices and procedures.
4. In trades positions, extensive diagnostic skills. In technical positions, apply theoretical knowledge and techniques to a range of procedures and tasks. In administrative positions, provide factual advice which requires proficiency in the work area's rules and regulations, procedures requiring expertise in a specialist area or broad knowledge of a range of personnel and functions.
5. In professional positions, solve, problems through the standard application of theoretical principles and techniques at degree level. In technical positions, apply standard technical training and experience to solve problems. In administrative positions, may apply expertise in a particular set of rules or regulations to make decisions, or be responsible for coordinating a team to provide an administrative service.
6. Discretion to innovate within own function and take responsibility for outcomes; design, develop and test complex equipment, systems and procedures; undertake planning involving resources use and develop proposals for resource allocation; exercise high level diagnostic skills on sophisticated equipment or systems; analyse and report on data and experiments.
7. Independently relate existing policy to work assignments, rethink the way a specific body of knowledge is applied in order to solve problems, adapt procedures to fit policy prescriptions or use theoretical principles in modifying and adapting techniques. This may also involve stand alone work or the supervision of others in order to achieve objectives. It may also involve the interpretation of policy which has an impact beyond the immediate work area.
8. Responsible for program development and implementation. Provide strategic support and advice (eg. to schools or faculties) requiring integration of a range of university policies and external requirements, and an ability to achieve objectives operating within complex organisational structures.
9. Responsible for significant program development and implementation. Provide strategic support and advice (eg. to schools or faculties or at the corporate level) requiring integration of a range of internal and external policies and demands , and an ability to achieve broad objectives while operating within complex organisational structures.

10. Be fully responsible for the achievement of significant organisational objectives and programs.

## LEVEL OF SUPERVISION

### Definitions

**Close Supervision.** Clear and detailed instructions are provided. Tasks are covered by standard procedures. Deviation from procedures on unfamiliar situations are referred to higher levels. Work is regularly checked.

**Routine Supervision.** Directions provided on the tasks to be undertaken with some latitude to rearrange sequences and discriminate between established methods. Guidance on the approach to standard circumstances is provided in procedures, guidance on the approach to non standard circumstances is provided by a supervisor. Checking is selective rather than constant.

**General Direction.** Direction is provided on the assignments to be undertaken, with the occupant determining the appropriate use of established methods, tasks and sequences. There is some scope to determine an approach in the absence of established procedures or detailed instruction, but guidance is readily available. Performance is checked by assignment completion.

**Broad Direction.** Direction is provided in terms of objectives which may require the planning of staff, time and material resources for their completion. Limited detailed guidance will be available and the development or modification of procedures by the staff member may be required. Performance will be measured against objectives.

## LEVEL OF SUPERVISION

### Level descriptor

1. Close supervision or, in the case of more experienced staff working alone, routine supervision.
2. Routine supervision of straightforward tasks; close supervision of more complex tasks.
3. In technical positions, routine supervision, moving to general direction with experience. In other positions, general direction. This is the first level where supervision of other staff may be required.
4. In technical positions, routine supervision to general direction depending upon experience and the complexity of the tasks. In other positions, general direction. May supervise or coordinate others to achieve objective, including liaison with staff at higher levels. May undertake stand alone work.
5. In professional positions, routine supervision to general direction, depending on tasks involved and experience. In other positions, general direction and may supervise other staff.
6. In professional positions, general direction; in other positions, broad direction. May have extensive supervisory and line management responsibility for technical, clerical, administrative and other non-professional staff.
7. Broad direction. May manage other staff including administrative, technical and/or professional staff.
8. Broad direction, working with a degree of autonomy. May have management responsibility for a functional area and/or manage other staff including administrative, technical and/or professional staff.
9. Broad direction, working with a considerable degree of autonomy. Will have management responsibility for a major functional area and/or manage other staff including administrative, technical and/or professional staff.
10. Broad direction, operating with a high overall degree of autonomy. Will have substantial management responsibility for diverse activities and/or staff (including administrative, technical and/or professional staff).

## **ORGANISATIONAL KNOWLEDGE**

1. May provide straightforward information to others on building or service locations.
2. Following training, may provide general information/advice and assistance to members of the public, students and other staff which is based on a broad knowledge of the staff member's work area/responsibility including knowledge of the functions carried out and the location and availability of particular personnel and services.
3. Perform tasks/assignments which require knowledge of the work area processes and an understanding of how they interact with other related areas and processes.
4. Perform tasks/assignments which require proficiency in the work area's rules, regulations, processes and techniques and how they interact with other related functions.
5. Perform tasks/assignments which require proficiency in the work area's rules, regulations, policies, procedures, systems, processes and techniques and how they interact with other related functions.
6. Perform tasks/assignments which require proficiency in the work area's existing rules, regulations, policies, procedures, systems, processes and techniques and how they interact with other related functions, and to adapt those procedures and techniques as required to achieve objectives without impacting on other areas.
7. Detailed knowledge of academic and administrative policies and the interrelationships between a range of policies and activities.
8. The employee would be expected to make policy recommendations to others and to implement programs involving major change which may impact on other areas of the institution's operations.
9. Conceptualise, develop and review major policies, objectives and strategies involving high level liaison with internal and external client areas. Responsible for programs involving major change which may impact on other areas of the institution's operations.
10. Bring a multi perspective understanding to the development, carriage, marketing and implementation of new policies; devise new ways of adapting the organisation's strategies to new, including externally generated demands.

## **TYPICAL ACTIVITIES**

1. Perform a range of industrial cleaning tasks, move furniture, assist trades personnel with manual duties.
2. Administrative positions at this level may include duties involving the inward and outward movement of mail, keeping, copying, maintaining and retrieving records, straightforward data entry and retrieval.

Security Officers may be involved in a range of patrol duties, including responding to alarms following emergency procedures and preparing incident reports.

3. In trades positions, apply the skills taught in a Trade Certificate or Certificate III, including performance of a range of construction, maintenance and repair tasks using precision hand and power tools and equipment. In some cases this will involve familiarity with the work of other trades or require further training.

In technical assistant positions:

- assist a technical officer in operating a laboratory, including ordering supplies.
- assist in setting up routine experiments
- monitor experiments for report to a technical officer
- assist with the preparation of specimens
- assist with the feeding and care of animals.

Staff would be expected to perform a greater range and complexity of tasks as they progressed through the level and obtained further training.

In administrative positions, perform a range of administrative support tasks including:

- standard use of a range of desk-top based programs eg. word processing, established spreadsheet or database applications, and management information systems (eg. Financial, student or human resource systems). This may include store and retrieve documents, key and lay out correspondence and reports, merge, move and copy, use of columns, tables and basic graphics
- provide general administrative support to other staff including setting up meetings, answering straight forward inquiries and directing others to appropriate personnel
- process accounts for payment.

4. In trades positions:

- work on complex engineering or interconnected electrical circuits
- exercise high precision trades skill using various materials and/or specialised techniques.

In technical positions:

- develop new equipment to criteria developed and specified by others
- under routine direction, assist in the conduct of major experiments and research programs and/or in setting up complex or unusual equipment for a range of experiments and demonstrations
- demonstrate the use of equipment and prepare reports of a technical nature as directed.

In library technician positions:

- undertake copy cataloguing
- use a range of bibliographic databases
- undertake acquisitions
- respond to reference inquiries.

In administrative positions:

- may use a full range of desktop based programs, including word processing packages, mathematical formulae and symbols, manipulation of text and layout in desktop publishing and/or web software, and management information systems\* plan and set up spreadsheets or data base applications
- be responsible for providing a full range of secretarial services, eg in a faculty
- provide advice to students on enrolment procedures and requirements
- administer enrolment and course progression records.

5. In technical positions:

- develop new equipment to general specifications
- under general direction, assist in the conduct of major experiments and research programs and/or in setting up complex or unusual equipment for a range of experiments and demonstrations
- under broad direction, set up, monitor and demonstrate standard experiments and equipment use
- prepare reports of a technical nature.

In library technician positions:

- perform at a higher level than Level 4 including:
- assist with reader education programs and more complex bibliographic and acquisition services
- \*operate a discrete unit within a library which may involve significant supervision or be the senior staff member in an out-posted service.

In administrative positions:

- responsible for the explanation and administration of an administrative function eg. HECS advice, records, determinations and payment, centralised enrolment function, the organisation and administration of exams at a small campus.

In professional positions and under professional supervision:

- work as part of a research team in a support role
- provide a range of library services including bibliographic assistance, original cataloguing and reader education in library and reference services
- provide counselling services.

6. In technical positions:

- manage a teaching or research laboratory or a field station
- provide highly specialised technical services
- set up complex experiments
- design and construct complex or unusual equipment to general specifications
- assist honours and postgraduate students with their laboratory requirements
- install, repair, provide and demonstrate computer services in laboratories.

In administrative positions:

- provide financial, policy and planning advice
- service a range of administrative and academic committees, including preparation of agendas, papers, minutes and correspondence
- monitor expenditure against budget in a school or small faculty.

In professional positions:

- work as part of a research team
- provide a range of library services, including bibliographic assistance, original cataloguing and reader education in library and reference services,
- provide counselling services
- undertake a range of computer programming tasks
- provide documentation and assistance to computer users
- analyse less complex user and system requirements.

7. In a library, combine specialist expertise and responsibility for managing library function:

In student services, the training and supervision of other professional staff combined with policy development responsibilities which may include research and publication

In technical manager positions, the management of teaching and research facilities for a department of school

In research positions, acknowledged expertise in a specialised area or a combination of technical management and specialised research

In administrative positions, provide less senior administrative support to relatively small and less complex faculties or equivalent.

8. Assist in the management of a large functional unit with a diverse or complex set of functions and significant resources; manage a function or development and implementations of a policy requiring a high degree of knowledge and sensitivity; management of a small and specialised unit where significant innovations, initiative and/or judgement are required; provide senior administrative support to schools and faculties of medium complexity, taking into account the size, budget, course structure, external activities and management practices within the faculty or equivalent unit.
9. Assist in the management of a large functional unit with a diverse or complex set of functions and significant resources; manage a function or development and implementation or a policy requiring a high degree of knowledge and sensitivity and the integration of internal and external requirements; manage a small and specialised unit where significant innovations, initiative and/or judgment are required; provide senior administrative support to the more complex schools and faculties, taking into account the size, budget, course structure, external activities and management practices within the faculty or equivalent unit.
10. Manage a large functional unit with a diverse or complex set of functions and significant resources; manage a more complex function or unit where significant innovations, initiative and/or judgement are required; provide senior administrative support to the most complex schools and faculties in large institutions, involving complex course structures, significant staff and financial

resources, outside activities and extensive devolution of administrative, policy and financial management responsibilities to this position.

### **OCCUPATIONAL EQUIVALENT**

1. Cleaner, labourer, trainee for Level 2 duties.
2. Administrative assistant, security patrol officer.
3. Tradesperson, technical assistant/technical trainee, administrative assistant
4. Technical officer or technician, administrative above Level 3, advanced tradesperson.
5. Graduate (i.e. degree) or professional, without subsequent work experience on entry (including inexperienced computer systems officer); administrator with responsibility for advice and determinations; experienced technical officer.
6. Graduate or professional with subsequent relevant work experience (including a computer systems officer with some experience); line manager; experienced technical specialist and/or technical supervisor.
7. Senior librarian, technical manager, senior research assistant, professional or scientific officer, senior administrator in a small less complex faculty.
8. Manager (including administrative, research, professional or scientific), senior school or faculty administrator, researcher.
9. Manager (including administrative, research, professional or scientific), senior school or faculty administrator, senior researcher.
10. Senior program, research or administrative manager.

## SCHEDULE 4: ALLOWANCES

### 1 ON-CALL ALLOWANCE – DAILY RATE

Effective date	Monday to Friday* per day	Weekends and public holidays ** per day
from the pay period commencing on or after 1 November 2009	\$13.67	\$19.30
from 1 May 2010	\$13.95	\$19.69
from 1 November 2010	\$14.22	\$20.08
from 1 May 2011	\$14.51	\$20.48
from 1 November 2011	\$14.80	\$20.89
from 1 May 2012	\$15.10	\$21.31
from 1 November 2012	\$15.40	\$21.74
from 1 May 2013	\$15.71	\$22.17

\* The daily on-call rate from Monday to Friday covers the period from departure from the University at the end of the working day on one day to arrival at the University to commence the working day on the following day.

\*\* The daily on-call rate for each weekend day and each public holiday covers the 24 hour period from the morning (ie the normal time of arrival at the University to commence a working day) through to the morning of the following day.

### 2. MEAL ALLOWANCE DURING OVERTIME

2.1	Breakfast:	\$14.11
2.2	Lunch:	\$18.29
2.3	Dinner:	\$33.30

Note: The above meal allowances were calculated on the basis of the rates payable by NSW Public Service.

### 3 FIRST AID ALLOWANCES

First Aid Officer	\$721
Occupational First Aid	\$1084

The First Aid allowances will be adjusted annually in line with increases in these allowances as determined by the NSW Public Service.



**SIGNATURES**

Signed for and on behalf of the

**Community and Public Sector Union**

In the presence of

Dated



8 September, 2010

Signed for and on behalf of the

**National Tertiary Education Industry Union**

In the presence of

Dated



8 September, 2010

Signed for and on behalf of the  
**University of Technology, Sydney**

In the presence of

Dated

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