



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

University of Technology Sydney
(AG2018/4943)

UNIVERSITY OF TECHNOLOGY SYDNEY PROFESSIONAL STAFF AGREEMENT 2018

Educational services

COMMISSIONER JOHNS

SYDNEY, 20 DECEMBER 2018

Application for approval of the University of Technology Sydney Professional Staff Agreement 2018.

[1] An application has been made for approval of an enterprise agreement known as the *University of Technology Sydney Professional Staff Agreement 2018* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by University of Technology Sydney. The Agreement is a single enterprise agreement.

[2] The Employer has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement.

[3] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

[4] Pursuant to s.202(4) of the Act, the model flexibility term prescribed by the *Fair Work Regulations 2009* is taken to be a term of the Agreement.

[5] The CPSU, the Community and Public Sector Union and the National Tertiary Education Industry Union being bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) I note that the Agreement covers the organisations.

[6] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 27 December 2018. The nominal expiry date of the Agreement is 30 June 2021.



COMMISSIONER

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Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.:
AG2018/4943

Applicant:
University of Technology Sydney)

Undertaking - Section 190

I, Anne Dwyer, Deputy Vice-Chancellor Corporate Services of University of Technology Sydney, give the following undertakings with respect to the University of Technology Sydney Professional Staff Agreement 2018 ("the Agreement"):

1. I have the authority given to me by University of Technology Sydney to provide this undertaking in relation to this application before the Fair Work Commission.
2. **Definition of shiftworker for the purposes of the NES:** For the provision of an extra weeks leave under the NES for shiftworkers, the University undertakes to apply the definition of seven day shiftworker found in the Higher Education Industry General Staff Award (the Award), or Clause 28.2 of the Agreement where it provides for an extra week of leave not available under the Award definition.
3. **Dispute settlement term – Clause 12:** The University undertakes that, for the purposes of Clause 12 a staff member may be represented by a representative as defined in Clause 3.14 of the Agreement.
4. **Redundancy (Retrenchment) – Clause 59:** The University undertakes that, where a staff member is retrenched under clause 59.22 and is paid a retrenchment payment under clause 59.24, and the entitlement under Section 119(2) of the Fair Work Act 2009 is greater than that payable under clause 59.24 of the Agreement, then the entitlement under the Act Section 119(2) of the Fair Work Act 2009 will be paid.
5. **Time off in lieu of overtime – Clauses 40.10 – 40.12:** The University undertakes that, where a staff member is entitled to take time off in lieu of overtime but has not yet taken the entitlement at the time of termination of his or her employment, the University will pay the employee the monetary value of the untaken time off in lieu of overtime entitlement.

Clarification

1. **Flexibility term Clause – 10:** For the purpose of clarification, the University confirms that to the extent that Clause 10 of the Agreement does not meet the requirements of Section 203(4) of the Fair Work Act 2009, the Model Flexibility Term (Regulation 2.08) will apply.

2. **Apprentices – Clause 18.10:** For clarification, the University does not employ any apprentices and has no plans to employ apprentices.

Employer name: University of Technology Sydney

Authority to sign: Deputy Vice Chancellors (Corporate Services)

Signature:

A handwritten signature in black ink, appearing to be a stylized 'A' followed by a flourish.

Date:

17/12/18.

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



UNIVERSITY OF TECHNOLOGY SYDNEY

PROFESSIONAL STAFF AGREEMENT

2018

PART A - OPERATION OF THE AGREEMENT

1 TITLE

This Agreement will be known as the University of Technology Sydney Professional Staff Agreement 2018.

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.

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.

- 3.1. **Act** means the *Fair Work Act 2009* (Commonwealth) (as amended or replaced from time to time).
- 3.2. **Bullying** means repeated and unreasonable behaviour directed towards a worker or group of workers that creates a risk to health and safety, but does not include reasonable management action taken in a reasonable way or low level workplace conflict or disagreements that are task based.
- 3.3. **Base rate of pay** means the rate of pay payable to the staff member for his or her ordinary hours of work, but not including any of the following, incentive-based payments and

bonuses, loadings, monetary allowances, overtime or penalty rates and any other separately identifiable amounts.

- 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:
- i. achieving effective communication
 - ii. allowing decision-making by the University to be informed by the views of the parties who will be affected by the decision, and
 - iii. 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 Resource** 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. **FWC** refers to Fair Work Commission.
- 3.8. **Internship** is a paid professional placement typically drawn from the range of work contexts graduates may be expected to encounter. It provides an opportunity for a UTS student to gain high-quality work experience to develop employability skills. Internships may be necessary for the successful completion of the student's course. Engagement of internships are not intended to replace work performed by professional staff.
- 3.9. **Intern** means the UTS student undertaking an internship.
- 3.10. **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.
- 3.11. **NES** means the National Employment Standards.
- 3.12. **Parties** to this Agreement means the University, its staff and the unions.
- 3.13. **Policy** means a University policy or Directive as appropriate under the University policy framework.
- 3.14. **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.
- 3.15. **Staff** or **staff member** means one or more professional staff employed by the University and covered by this Agreement (refer to Clause 6).
- 3.16. **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.

- 3.17. **Union** in this agreement means and refers to the Community and Public Sector Union NSW or the National Tertiary Education Industry Union.
- 3.18. **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.
- 3.19. **University** or **UTS** means the University of Technology Sydney as the employer.
- 3.20. **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.
- 3.21. A **Week** is equal to five working days within a seven-day cycle.
- 3.22. **Weeks pay** means the base rate of pay per week for the staff member concerned.
- 3.23. Any **year of service** is deemed to be 12 months continuous paid service from the anniversary date of commencement. Continuous paid service includes approved periods of leave but not periods of leave without pay except as specified in this agreement.

4 OBJECTIVES OF THE AGREEMENT

- 4.1. 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.
- 4.2. 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. achieve continuing improvements in productivity, quality and efficiency
 - h. 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 Professional Staff Agreement 2014. 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

- 6.1. This agreement covers and is binding upon the University, professional staff and interns employed by the University classified at levels 1 to 10 in accordance with the Agreement.
- 6.2. This agreement has been negotiated between the CPSU, the NTEU and the University.

7 NO FURTHER CLAIMS

- 7.1. 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 the Fair Work Commission and shall remain in force until 30 June 2021.
- 8.2. Any party may ask to commence discussions regarding a replacement agreement no earlier than six months and no later than three months prior to the expiry date of this Agreement. If such a request is made all parties will agree to commence such negotiations.

9 AVAILABILITY OF AGREEMENT

- 9.1. A searchable copy of this Agreement will be available for staff to read and download from the University's website.

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 sub-clauses 10.2, 10.3 and 10.5 below.

Annualisation of Salary

10.2. 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

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

10.4. 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

10.5. A staff member may apply to vary his/her working arrangements in accordance with Clause 38.9 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.

10.6. 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.

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

- a. 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
- b. 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.

10.8. 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.

10.9. 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
- iv. states the day on which the arrangement commences.

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

10.11. 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.

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

10.13. 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.

10.14. 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 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. Union representatives may be granted up to ten 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, Human Resources 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 the FWC for resolution by mediation and/or conciliation and, if the dispute remains unresolved, by arbitration. In dealing with the dispute the FWC 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 the FWC, shall include the right to appeal to a Full Bench of the FWC) 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 WORK RELATED GRIEVANCES

13.1. A work related grievance is where a staff member believes that they, or someone else, has been treated unreasonably by:

- a. UTS
- b. staff member/s, or
- c. student/s

in contravention of UTS policy, and they wish to resolve it.

13.2. Work related grievances include, but are not limited to, matters such as:

- a. Discrimination
- b. Harassment
- c. Bullying
- d. Unreasonable treatment in a UTS process
- e. Dispute with another staff member
- f. Conflict of interest

Work related grievances are resolved under the Handling Staff Grievances Vice-Chancellor's Directive.

14 HUMAN RESOURCES POLICIES

14.1. The University and its staff recognise the importance of best practice in the implementation of policies and directives that are related to the conditions and benefits affecting employment of staff at the University.

14.2. The terms and conditions of employment for staff are outlined in this Agreement. Policies and directives relating to conditions and benefits affecting employment are found on the UTS Intranet. These may be changed from time to time and they will apply in the form they are in at the time of the relevant decision/action. The University will consult with the CPSU and NTEU UTS Branch Presidents prior to the University making final decisions about any changes to such policies and directives.

15 PRINCIPLES OF CONSULTATION AT UTS

15.1. 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. In doing so, the University will take their views into account before making final decisions.

15.2. 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 are 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. meeting at least twice annually with the unions to consult on agreement implementation
 - e. focus groups to obtain the views of staff on one or more particular issues and
 - f. staff forums through which staff can be invited to contribute their views.
- 15.3. Managers and supervisors have a responsibility for ensuring that staff are informed of and consulted about changes at the local workplace level.
- 15.4. 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.

16 JOB SECURITY

- 16.1. Job security is important if the University is to function effectively and to achieve its strategic goals.
- 16.2. 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.

17 MANAGING CHANGE IN THE WORKPLACE

Principles

- 17.1. 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.
- 17.2. 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.

- 17.3. 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.
- 17.4. 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.

Consultation

- 17.5. When a proposal for change of the nature described in sub-clause 17.4 Principles 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 not appropriate.

Implementation

- 17.6. 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.
- 17.7. Where UTS proposes to change a staff member's regular roster or ordinary hours of work, UTS will:
- a. provide information to the staff about the change; and
 - b. invite the staff to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and
 - c. consider any views given by the staff about the impact of the change.

PART B SALARIES AND RELATED MATTERS

18 SALARY INCREASES AND RATES OF PAY

Salary increases

- 18.1. This Agreement provides for increases in salary rates for all staff to whom the agreement applies.
- 18.2. These salary increases are only payable to staff employed by the University on, or subsequent to, the date of lodgement of this Agreement.
- 18.3. The following salary increases will be paid to staff covered by this Agreement from the first full pay period commencing on or after the following specific date:

Admin 1 Nov 2017	1%
Admin 1 May 2018	1%
1 November 2018	1%
1 May 2019	1%
1 November 2019	1%
1 May 2020	1%
1 November 2020	1%
1 May 2021	1%

Rates of pay

- 18.4. The rates of pay for full-time staff will be as contained in **Schedule 1**.
- 18.5. 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. The casual loading is 25% (with effect from 1 November 2012).
- 18.6. The rate of pay for an intern is the rate for HEW Level 1.1.
- 18.7. Part-time and part-year staff will be paid pro-rata based on the appropriate full-time salary.
- 18.8. All rates of pay contained in this Agreement are inclusive of annual leave loading entitlements specified in any enactment, award or industrial agreement.
- 18.9. The rate of pay for exam supervisors will be determined by reference to the professional staff classification descriptors and the appropriate rate of pay, as contained in this Agreement.
- 18.10. Apprentices will be paid the following percentages of the salary prescribed for the first Step of HEW Level 3:

Year	Under 21 years	21 years and over
1	45%	60%
2	60%	67%
3	75%	75%
4	90%	90%

- 18.11. 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.

- 18.12. 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

19 SUPERANNUATION

- 19.1. 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 19.3 below.
- 19.2. From 1 July 2020 all fixed term staff will receive an employer contribution of 17% of salary.
- 19.3. 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.

20 INCREMENTAL PROGRESSION

Principles

- 20.1. Under normal circumstances, a staff member appointed to an incremental scale will progress through that scale.
- 20.2. 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.
- 20.3. An increment will only be withheld where a staff member's performance is subject to the provisions of Clause 55, Managing Unsatisfactory Performance.
- 20.4. Where an increment is withheld due to unsatisfactory performance the increment is restored on the date of the staff member's return to satisfactory performance. Progression to the next increment occurs on the next scheduled increment date.
- 20.5. 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.

- 20.6. Incremental progression shall normally occur on the Unit Increment Date of the staff member's work unit.

21 POSITION CLASSIFICATION AND EVALUATION

Principles

- 21.1. Professional 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 professional staff positions.
- 21.2. Professional 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.
- 21.3. 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.
- 21.4. 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.
- 21.5. 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 or six months after that date where the evaluation results in a lower classification level.
- 21.6. A staff member may apply no more than once in any 12 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, Human Resources a request for the reasons for the outcome and that the evaluation be re-assessed, identifying where they believe the outcome is incorrect.

22 BROADBANDING

Principles

- 22.1. 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**.
- 22.2. The following principles will apply to proposals for broadbanding of professional 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 20 of this Agreement.
- 22.3. 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.
- 22.4. All staff covered by a local Broadbanding arrangement will be provided with a copy of those arrangements once they have been approved for implementation.
- 22.5. 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.
- 22.6. 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.

23 FLEXIBLE SALARY PACKAGING

- 23.1. 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.
- 23.2. Where an agreement is reached between a staff member and the University in accordance with sub-clause 23.1 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.

24 HIGHER DUTIES ALLOWANCE

- 24.1. 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.
- 24.2. 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.

25 TRAVEL ALLOWANCES AND REIMBURSEMENT

- 25.1. 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.
- 25.2. 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.
- 25.3. Time spent in travelling by a staff member for official University business shall be regarded as ordinary time.
- 25.4. 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 25.3. 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.

26 FIRST AID ALLOWANCE

- 26.1. 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.
- 26.2. 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.

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 32.4, a casual staff member receives a loading in lieu of paid leave entitlements.

27 PUBLIC HOLIDAYS

- 27.1. 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.

28 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 work plan. 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

- 28.1. 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.
- 28.2. 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.
- 28.3. 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.

- 28.4. 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 two 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.
- 28.5. Where, in accordance with sub-clause 28.4 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.

Cashing Out

- 28.6. 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 has taken a minimum of five consecutive days of annual leave in the last 12 months; and
 - b. an election to cash out leave must be in writing and specify amount of leave to be cashed out.
 - c. the accrual balance is at least 20 days after the leave is cashed out (pro-rated for part-time and sessional staff).

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.

29 CHRISTMAS – NEW YEAR LEAVE

- 29.1. 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.
- 29.2. 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.

30 SICK LEAVE

Eligibility and entitlement

- 30.1. 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.

- 30.2. 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 more than three consecutive days of sick leave or under circumstances set out in sub-clause 30.7.
- 30.3. 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 in Clause 31.

Sickness during annual and long service leave

- 30.4. 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

- 30.5. 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.

Sick leave without pay 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.
- 30.6. 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 12 month Performance Review and Development cycle applicable to a Unit Increment Date (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 12 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

30.7. The Director, Human Resources may require a staff member for a six 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

30.8. 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

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

31 PERSONAL LEAVE

Definitions

31.1. 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

31.2. 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

- 31.3. A staff member may be granted up to seven days personal leave (pro rata for part-time and part-year staff) 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. appointments and commitments associated with pre and post adoption responsibilities
 - i. to adhere to and celebrate cultural or religious days of observance.
- 31.4. Personal leave is not cumulative.
- 31.5. 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 31.3(a) above) or for bereavement due to the death of a relative or household member (ie sub-clause 31.3(b) above).
- 31.6. 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 12 month period, additional paid personal leave may be granted by the Director, Human Resources.

32 LONG SERVICE LEAVE

Principles

- 32.1. 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 workplans.

Eligibility and entitlement

- 32.2. 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 11 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.
- 32.3. With six months' notice a staff member may take long service leave at a time of their choosing, subject to approval by the relevant supervisor. Long service leave may also be approved with a lesser amount of notice. The relevant supervisor will not unreasonably

delay or withhold approval and leave can only be withheld where there are genuine operational reasons not to grant the leave at the requested time. Where leave cannot be granted on the basis of the original request, the staff member will be advised of the reason for the refusal and an acceptable alternative time for the taking of long service leave will be agreed between the staff member and the supervisor.

Note: Genuine operational reasons do not include budget considerations but do include and are not limited to, times of known peak workload, for example, enrolment and exam times for student centre staff, annual reporting for finance staff, significant numbers of other staff are already approved to be on leave at the requested time or critical work by the staff member needs to be completed at the requested time.

- 32.4. 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 four 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

- 32.5. 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

- 32.6. 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

- 32.7. 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).

- 32.8. For the purposes of sub-clause, 32.7 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.
- 32.9. Notwithstanding sub-clause 32.7 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.

33 LEAVE WITHOUT PAY

- 33.1. Leave without pay for appropriate purposes may be granted by the University.
- 33.2. 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.
- 33.3. 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.
- 33.4. Periods of leave without pay will not count as service for the purpose of determining entitlements.

34 PARENTAL LEAVE

Definition

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

Principles

- 34.1. 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

- 34.2. 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 34.20--34.22.
- 34.3. 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

34.4. 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. 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. Included in this is the entitlement that both parents may take eight weeks unpaid concurrent parental leave which can be taken in up to four separate periods of two weeks or more. However, if the staff member who took concurrent leave later becomes the primary carer then the concurrent leave taken is counted as part of the 104 weeks unpaid parental leave.

Paid parental leave -

34.5. To be eligible for paid parental leave, the primary carer staff member 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.

34.6. 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.

34.7. 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

34.8. 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.

Transfer to a safe job

34.9. In the event a staff member is unable to continue in her current role because of a medically certified pregnancy related risk or illness then UTS will transfer her to a safe job in the same, or a different work area.

34.10. The safe job will as far as practicable be at the same level as the staff member's current job and UTS will maintain her current salary.

34.11. Where no safe job is available then the staff member may take:

- a. parental leave, or
- b. paid or unpaid sick leave

for such time as certified by her medical practitioner.

Cessation of pregnancy

34.12. 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.

34.13. In the event of a miscarriage 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, 30 Sick Leave.

Pregnancy-related illness

34.14. A staff member's illness not related to the direct consequences of the birth will be dealt with in accordance with Clause, 30 Sick leave.

Partner's leave

34.15. 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

34.16. A staff member who assumes the role of primary carer for a foster child shall be granted a maximum of the following in the 12 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

34.17. 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.

34.18. Clause 17, Managing Change in the Workplace and Clause 59, Redundancy, will apply to the staff member absent on parental leave in the same manner as if the staff member were not absent.

34.19. 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 45) or an

alternative hours arrangement (refer to sub-clause 38.9). 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

34.20. 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 12 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.

34.21. 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.

34.22. A casual staff member who takes parental leave will remain a staff member of the University for the period of the parental leave.

34.23. 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 34.21 and 34.22.

35 COMMUNITY LEAVE

35.1. 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.

35.2. This leave applies only to activities which are not regarded as duty and which are not covered by other forms of available leave.

35.3. 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.

Amateur sport

- a. 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.

Blood donor

- b. Blood donation

Defence forces reserve

- c. 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.

Emergency service

- d. 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.

Indigenous Australian Aboriginal and Torres Strait Islander

- e. The University provides five days paid leave to Indigenous Australian staff to participate in cultural and or, ceremonial events or NAIDOC Week. Staff who, because of travel requirements require more leave to participate in NAIDOC Week activities, may also be granted Personal Leave in accordance with Clause 31, Personal Leave.

Jury service

- f. Paid leave is available for the duration of Jury service. Staff must provide evidence of the necessity to attend and any payment received for jury service must be paid to the University.

Social justice

- g. Community service leave in line with UTS policy and strategy on social justice.

Witness

- h. Attendance as a witness for the Crown or as a witness for proceedings in Fair Work Commission or other relevant court or tribunal. Staff must provide evidence of the necessity to attend and any payment received for jury service must be paid to the University.

36 DOMESTIC VIOLENCE LEAVE

- 36.1. UTS recognises that a staff member may experience situations of violence or abuse in their personal life that may affect their attendance or performance at work.
- 36.2. UTS assists staff who may be experiencing domestic violence by providing a range of support options to assist them in such circumstances. These include:
 - a. 20 days paid domestic violence leave per calendar year that is not cumulative
 - b. access to sick leave, personal leave, annual leave, long service leave or leave without pay, in addition to domestic violence leave

- c. flexible working arrangements, including changes to working times/ location consistent with the needs of the work unit

36.3. Domestic violence leave may be approved by the:

- a. Director Human Resources, or
- b. Director Equity and Diversity

where the staff member is uncomfortable seeking approval from his or her immediate supervisor.

37 ABSENCE FROM DUTY

Principles

- 37.1. 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.
- 37.2. 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.
- 37.3. 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.
- 37.4. Where a staff member's employment is terminated in accordance with sub-clause 37.3 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

38 ORDINARY HOURS OF DUTY

Work cycle

- 38.1. Full-time professional 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 38.9, 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 38.9, below, the maximum number of hours that may be worked each day before overtime applies is seven hours.
- 38.2. 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).
- 38.3. Staff may be engaged as either day staff members or shift staff members.

Day staff Span of hours and working days

- 38.4. 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 39.1, are categorised as day staff.
- 38.5. The supervisor will determine the actual hours to be worked by a staff member within the relevant span of hours specified in sub-clause 38.4 in accordance with the provisions of this Clause.

Established pattern of hours

- 38.6. 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.
- 38.7. In an emergency situation supervisors will endeavour 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.
- 38.8. 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

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

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

- 38.10. Hours worked in excess of any of the limits in sub-clause 38.9 shall be treated as overtime. Alternative hours arrangements are not to be used as a mechanism for avoiding the payment of overtime.
- 38.11. 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

- 38.12. 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.
- 38.13. 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

- 38.14. 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.
- 38.15. 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 38.14, and the staff member will continue to receive the normal fortnightly salary. Except that on termination any adjustment to hours/pay will be made.

39 SHIFT WORK

Shift staff

- 39.1. 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.
- 39.2. All authorised work on shift work shall be paid a loading in accordance with sub-clause 39.6.
- 39.3. 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.
- 39.4. 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 17 (Managing Change in the Workplace) will apply.
- 39.5. 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 a 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

- 39.6. 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. 30% when required to work Night Shift for more than two-thirds of the staff member's working time in each roster cycle.
- g. 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
- h. 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 41 are substituted for and not cumulative upon any shift loading set out above.

Overtime for shift workers

39.7. Overtime will be paid as per the overtime arrangements described in Clause, 40 Overtime payments will be in substitution for, and not cumulative upon, shift allowances and weekend/public holiday loadings.

Paid crib break – security staff only

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

Bridge and road tolls

39.9. 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

39.10. A supervisor will consult with and 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.

40 OVERTIME

40.1. All authorised time worked in the following circumstances shall be treated as overtime and shall be paid in accordance with sub-clauses 40.7 or 40.8 as appropriate.

Eligibility

40.2. 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.

40.3. Overtime will be payable to casual staff if they work more than seven hours in any one day. In respect of such hours, the staff member shall receive the greater of overtime rates or the casual loading.

Approval and claiming of overtime

40.4. 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

40.5. Subject to sub-clause 40.6, 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 38.4 or 38.5; or
- b. more than the daily or weekly hours specified in any alternative working arrangement made under sub-clause 38.9; 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).

40.6. Sub-clause 40.5(a) does not apply in the case of a rostered shift. Sub-clause 40.5(e) does not apply to excess hours worked as part of a flexitime scheme refer to Clause 43.

Rates payable for overtime

40.7. 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.

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

40.9. 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

40.10. In lieu of payment, and subject to the agreement of the University, a staff member may take time off in lieu of overtime.

40.11. Time off in lieu of overtime will accrue at the rate equivalent to the amount of overtime that would otherwise have been paid.

40.12. 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

40.13. 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.

40.14. 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.

40.15. 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

40.16. Staff who are required to work overtime consistent with the provisions of this Agreement on any day shall receive a meal allowance in accordance with Schedule 4 of this Agreement. Meal allowances will be adjusted by the percentage increase and on the dates shown in Clause 18, Salary increases and rates of pay.

41 PAYMENT FOR WORK ON PUBLIC HOLIDAYS

41.1. All work performed by staff who are not shift workers on a public holiday within the ordinary span of hours as described in Clause 38.1, 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.

41.2. 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 39.6.

41.3. Overtime: for all overtime performed on a public holiday in accordance with Clause 400, Overtime, staff shall be paid at the rate of 250% their normal hourly rate.

42 ON-CALL

- 42.1. 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.
- 42.2. 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.
- 42.3. 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.
- 42.4. 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.
- 42.5. 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.
- 42.6. 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 kilometre 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.
- 42.7. Payment for work performed while on-call will be in accordance with the table below:

Name of work performed while on-call	Description of work	Payment
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.

43 FLEXIBLE HOURS OPTIONS

Principles:

- 43.1. 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.
- 43.2. Participation in the RDO or flexitime scheme is not an automatic entitlement and is subject to agreement by the supervisor. All professional 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.
- 43.3. 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.

Rostered day off scheme

- 43.4. 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.
- 43.5. 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.)
- 43.6. Where an 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.

Flexitime scheme

- 43.7. Flexitime is a system of attendance whereby individual staff select their times of starting, finishing times and meal breaks from day to day and are able to accumulate flexileave.
- 43.8. An organisational unit will consult with staff prior to implementing local flexitime arrangements within the parameters set out in the University guidelines for flexible working hours arrangements.
- 43.9. 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.
- 43.10. Departing staff may receive payment for any accumulated credit hours outstanding on their last day of service in the following circumstances:

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

PART E - GENERAL CONDITIONS

44 CONTRACT OF EMPLOYMENT

- 44.1. 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:
- a. 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
 - b. 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
 - c. for any staff member subject to probationary employment, the length and terms of the probation
 - d. for any casual staff member, the classification and salary level for the position of the person
 - e. other main conditions of employment including the identity of the employer, or the documentation, or other recorded sources from which such conditions derive, and relating to the duties and reporting relationships to apply upon appointment.

45 MODES OF EMPLOYMENT

Varying mode of employment

- 45.1. 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.

Full-time employment

- 45.2. 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 38.1, Work Cycle, and will be paid the full-time salary rate in accordance with **Schedule 1**.
- 45.3. A staff member may be employed full-time on either a continuing or fixed-term basis in accordance with Clause 46, Categories of Appointment.

Part-time employment

- 45.4. 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), except in exceptional circumstances.

45.5. A staff member may be employed part-time on either a continuing or fixed-term basis in accordance with Clause 46, Categories of Appointment.

45.6. 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.

Part-year employment

45.7. 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.

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

45.9. 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.

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

46 CATEGORIES OF APPOINTMENT

46.1. 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.

46.2. 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.

Continuing appointment

46.3. 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.

Fixed-term appointment

46.4. 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.

46.5. 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.

46.6. 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 are 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 subparagraphs of paragraph 46.6. 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.
- k. in an internship. Within six months of the Agreement taking effect, the parties agree to jointly develop the guidelines for employment of interns at UTS.

46.7. 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 46.6 (above).

Fixed Term Employment Conversion

46.8. Staff members 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 staff member's work unit; and
- b. the period of employment under fixed-term contracts has exceeded three years of continuous service and the staff member 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 staff member; and
- e. the staff member was appointed to at least one of their fixed term contracts through a competitive selection process; or if never appointed through a competitive selection process has completed a minimum of two contracts in the same role; and,
- f. the conversion request is approved by the respective Dean/Director of unit.

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

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

Notice and Severance Pay

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

Notice 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

46.13. 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.

46.14. 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.

46.15. Except by reason of sub-clause 46.14 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.

46.16. 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.

Severance pay

46.17. Subject to sub-clause 46.18, 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 (excluding a contract extension of no more than two months which is continuous with the initial 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 base rate of pay for the staff member concerned.

46.18. 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.
- g. sudden unanticipated increase in enrolments.

46.19. 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.

Casual employment

46.20. 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:

- a. annual leave
- b. sick leave
- c. Christmas-New Year Leave
- d. paid parental leave
- e. personal leave
- f. community leave.

46.21. 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.

46.22. 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.

47 CONVERSION OF CERTAIN CASUAL STAFF

- 47.1. 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 professional staff.
- 47.2. 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 12 months and, in those immediately preceding 12 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.
- 47.3. 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.
- 47.4. 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).
- 47.5. The University shall not unreasonably refuse an application for conversion. However, it may refuse an application on reasonable grounds. Reasonable grounds include 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.
- 47.6. 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 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 46, Categories of Appointment.

- 47.7. 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.
- 47.8. Conversion may be, but is not required to be, to continuing part-time part-year, annualised hours employment (in accordance with sub-clause 45.7 Part-year employment, Clause 45, Modes of Employment, and sub-clause 10.1 Annualisation of Salary).
- 47.9. For the purposes of this Clause, whether there are reasonable grounds to refuse conversion pursuant to sub-clause 47.5 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.
- 47.10. A staff member whose application for conversion is rejected shall not be entitled to apply again within 12 months except where:
 - a. that rejection is solely based upon the ground set out in 47.5 (c); and
 - b. that ground ceased to apply.

48 PROBATION

Application

- 48.1. The provisions of this Clause apply to continuing or fixed-term staff members.
- 48.2. The probation period for:
 - a. continuing appointments is up to six months
 - b. fixed-term appointments is one quarter of the contract period or six months, whichever is shorter.
- 48.3. The supervisor may extend the probation period once. The maximum extension is one third of the original probation period.
- 48.4. Nothing prevents UTS shortening or waiving a probation period.

Probation process

- 48.5. The probationary process will consist of informal and formal review and development.
- 48.6. 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.

- 48.7. 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.
- 48.8. 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.
- 48.9. 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.
- 48.10. 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.

49 PERFORMANCE REVIEW AND CAREER DEVELOPMENT

- 49.1. The University is committed to providing career development opportunities for staff, including access to relevant external developmental opportunities. The University also encourages staff to register to iRecruit and select to receive University job notifications. Where the University provides the opportunity to participate in training and development activities, the University will reimburse a participating staff member for course or conference attendance fees and any necessary approved travel and accommodation expenses and allowances.
- 49.2. All professional staff will participate in the performance review and development process in accordance with this clause and University guidelines. Supervisors should ensure that time is allocated to allow staff to participate in relevant appropriate, approved training and development activities during normal working hours. Training preferences and needs will be determined as part of the staff members' participation in the performance review and development process.
- 49.3. 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.
- 49.4. 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.
- 49.5. 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.
- 49.6. 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.
- 49.7. The performance review and development process provides staff and supervisors with the opportunity to:
- a. 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
 - b. provide feedback in relation to performance including recognition of positive aspects of performance.
 - c. discuss changes to priorities or other issues
 - d. determine work priorities, workload and performance expectations over the next period
 - e. 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)
 - f. discuss and identify assistance and support that will be provided to improve performance where performance is assessed as requiring improvement
 - g. 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
 - h. update the position description for the staff member's position, if necessary
 - i. discuss other personal and work issues that may impact on work performance.
- 49.8. The performance review and development process requires staff members and their supervisors to engage in discussions, at least annually, and to develop an annual work plan.
- 49.9. 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.
- 49.10. The work plan will incorporate performance expectations linked to University and Faculty/Unit plans.
- 49.11. 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.

49.12. 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.

Professional and career development funding

49.13. UTS will allocate at least \$500,000 per annum, pro-rata for part years, commencing from the Fair Work Commission approval of this agreement and ceasing on 30 June 2021 to fund programs and activities to assist Professional staff to develop the skills and expertise required to achieve their career development goals.

49.14. Staff may access the fund for career and professional development activities supported by their supervisor and approved by UTS.

49.15. Professional and career development funding may be used for programs and activities such as

- a. courses of study
- b. training programs
- c. scholarships
- d. conference attendance, and
- e. external secondments and the associated costs of staff replacement.

49.16. UTS will report at least annually how these funds are allocated by gender and HEW level.

50 WORKLOAD

50.1. 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.

50.2. Where, having taken action pursuant to sub-clause 50.1, 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.

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

51 EQUITY

Anti-discrimination

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

Pay equity

51.2. 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.

Career equity

- 51.3. Selection, probation and promotion criteria will value and represent the skills and experiences of women and members of other EEO groups (see also Clause 53, Indigenous Australian Employment and Professional Development).
- 51.4. The University will implement and monitor procedures to ensure that all selection, probation and promotion committees are aware of and apply such criteria.
- 51.5. 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.
- 51.6. 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.
- 51.7. 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.

Access and equity for staff with disabilities

- 51.8. 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.

52 INTELLECTUAL FREEDOM

- 52.1. The University and its staff are committed to acting in a manner consistent with the protection and promotion of intellectual freedom within the University.
- 52.2. 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 servicewithout fear of harassment, intimidation or unfair treatment.
- 52.3. Notwithstanding the rights expressed in sub-clause 52.2, staff members do not have a right to harass, vilify or intimidate.

53 INDIGENOUS AUSTRALIAN EMPLOYMENT AND PROFESSIONAL DEVELOPMENT

For the purposes of this Clause “Indigenous Australian person” means a person of Aboriginal or Torres Strait Islander descent who identifies as an Aboriginal or Torres Strait Islander person and is accepted as such by 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.

Objectives

- 53.1. 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.
- 53.2. 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 as part of the UTS Indigenous Employment and Education Policy, 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.

Guiding principles

- 53.3. In pursuit of these objectives the following principles will apply. These principles are also reflected in the UTS Indigenous Education and Employment Policy.
- a. 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
 - b. 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
 - c. 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.

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

Wingara Indigenous Employment Committee

- 53.5. The Wingara Indigenous Employment Committee as a sub-committee of the Vice-Chancellor's Indigenous Strategies Committee (VCISC) will oversee and advise on the development and implementation of Indigenous employment initiatives across UTS and report to the VCISC on the progression of Indigenous employment matters across UTS.
- 53.6. Through VCISC the Wingara Indigenous Employment Committee will advise the Vice-Chancellor on the setting and monitoring of targets. The Wingara Indigenous Employment Committee will include in its membership appropriate representation from relevant Indigenous communities, representatives of Indigenous staff (including members nominated by the CPSU and NTEU) and relevant UTS management. At least half of the Committee will be Indigenous people.
- 53.7. The Wingara Management Committee will meet at least three times per year and report on progress and outcomes to the Vice-Chancellor through VCISC.

Strategies

- 53.8. Consistent with the objectives and guiding principles, the University makes the following commitments.
- a. 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 every three years.
 - b. 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.
 - c. 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. In addition to the governance framework of the UTS Indigenous Education and Employment Policy, the University will use the network as a mechanism to consult with Indigenous

Australian staff on matters including professional development activities for academic and professional staff. Progress reports on the Strategy will be made available to the Indigenous Australian staff support network at UTS through updates from Wingara Management Committee representatives, particularly the Indigenous Employment Coordinator.

54 PROVISION OF PERSONAL INFORMATION

- 54.1. 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.
- 54.2. 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.
- 54.3. 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 fulfil their decision making responsibilities.

PART F -- DISCIPLINE

55 MANAGING UNSATISFACTORY PERFORMANCE

- 55.1. 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.
- 55.2. 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.
- 55.3. The procedures of this Clause must be followed before disciplinary action may be taken against a staff member for unsatisfactory performance. Nothing in this Clause prevents the relevant Dean, Director, Deputy Director, Deputy Vice-Chancellor, Provost or the Vice-Chancellor from referring a question of possible unsatisfactory performance to a supervisor for appropriate action.
- 55.4. Where a supervisor forms the view a staff member's performance is unsatisfactory, the supervisor will inform the staff member in writing:
 - a. of the improvement required
 - b. the time period in which a reasonable improvement is expected, and
 - c. if there is no improvement that disciplinary action will be taken.
- 55.5. To enable the staff member to achieve the expected performance improvement in the timeframe the supervisor will offer the staff member reasonable support, training and coaching.

- 55.6. Where a supervisor believes that the processes referred to in sub-clause 55.4 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 who has ten working days in which to provide a response to the report to the Dean or Director. The report will state clearly the aspects of performance viewed as unsatisfactory and the record of attempts to remedy the problem/s.
- 55.7. The Dean or Director as appropriate will review the report and any response provided by the staff member and may decide to:
- a. take no further action
 - b. recommend to the Deputy Vice-Chancellor that disciplinary action be taken under Clause, 57 Discipline.0
- 55.8. A staff member may choose to be accompanied by a representative of their choosing at any meeting convened in accordance with this Clause, provided that person is not a barrister or solicitor in private practice.
- 55.9. If disciplinary action above a verbal warning is taken a staff member may apply for a process review under Clause 58 Process review committee and reviewers.

56 MISCONDUCT AND SERIOUS MISCONDUCT

Application

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

Definitions

- 56.2. Misconduct means wilful conduct by a staff member which is unsatisfactory. Misconduct will not result in termination of employment unless it involves repeated instances of the same type of misconduct or serial instances of unrelated misconduct.

- 56.3. Serious 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.

- 56.4. Serious misconduct may include:

- a. theft, fraud or assault during the course of employment; or
- b. intoxication at work; or
- c. refusing to obey a lawful and reasonable instruction; or

- d. wilful or deliberate behaviour inconsistent with continuation of the contract of employment; or
- e. conduct that causes serious and imminent risk to:
 - i. the health or safety of a person; or
 - ii. the reputation of the University.

Procedures

- 56.5. The Deputy Vice-Chancellor will notify the staff member in writing of allegation(s) of misconduct/serious misconduct..
- 56.6. The notification will be in sufficient detail to enable the staff member to:
- a. understand the precise nature of the allegation(s)
 - b. properly consider and respond to them in writing.
 - c. require the staff member's written response within ten working days.
- 56.7. The Deputy Vice-Chancellor will consider the staff member's response and where the staff member denies the allegation(s) in full or in part arrange a fact finding investigation to establish the facts of the matter. Where the staff member admits the allegation(s) or after considering the results of the investigation the Deputy Vice-Chancellor will advise the staff member in writing if
- a. no further action will be taken, or
 - b. disciplinary action will be taken under Clause 57 of this agreement.

Suspension

- 56.8. The Deputy Vice-Chancellor may suspend a staff member with pay if the Deputy Vice-Chancellor is of the view that the alleged conduct amounts to conduct of a kind that it would be unreasonable to continue the staff member's attendance at work pending further investigation.
- 56.9. 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 and electronic resources for the preparation of his/her case and to collect personal property.

Other Matters

- 56.10. 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.
- 56.11. The action of the Deputy 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.

57 DISCIPLINE

57.1. This clause applies to continuing and fixed-term staff. It does not apply to casual staff.

57.2. Disciplinary action means any action by the University to discipline a staff member for unsatisfactory performance or misconduct/serious misconduct and may include one or more of the following:

- a. Reprimand.
- b. Verbal warning (confirmed in writing).
- c. Written warning
- d. Final warning.
- e. Dismissal or alternatives to dismissal

Alternatives to dismissal may be demotion or a reduction in:

- i. classification,
- ii. position,
- iii. level, or
- iv. pay.

57.3. The level of disciplinary action taken depends on:

- a. the impact of the unsatisfactory performance or misconduct/serious misconduct;
- b. whether there are previous instances of unsatisfactory performance or misconduct/serious misconduct; and
- c. the time gap between incidents.

57.4. Before deciding to take disciplinary action above a verbal warning, the Deputy Vice-Chancellor will:

- a. have regard to the staff member's response to:
 - i. achieving the required improvement in performance, and/or
 - ii. allegation(s) of misconduct/serious misconduct.
- b. inform the staff member in writing:
 - i. that disciplinary action may be taken, and
 - ii. provide the staff member five working days to put any matters in mitigation.

57.5. The Deputy Vice-Chancellor will consider any response received and then advise the staff member, in writing, whether or not disciplinary action is being taken.

57.6. If disciplinary action is taken, the staff member will be advised in writing of the:

- a. level of disciplinary action
- b. reason for the disciplinary action
- c. operative date of the disciplinary action.

57.7. A copy of the notice will be placed on the staff member's file.

58 PROCESS REVIEW COMMITTEE AND REVIEWERS

- 58.1. A staff member who has received advice of redundancy or disciplinary action above a verbal warning may request a review of the redundancy consultation process or unsatisfactory performance or misconduct/serious misconduct process.
- 58.2. The staff member must request the review in writing within ten working days of receipt of the advice of redundancy or disciplinary action.
- 58.3. Where the disciplinary action is dismissal it will not take effect until the review is completed.

Reviewer

- 58.4. 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.
- 58.5. If agreement on the pool cannot be reached within three months, then the Fair Work Commission may be asked to nominate appropriate persons for inclusion in the pool.
- 58.6. The pool referred to in sub-clause 58.4 will consist of up to six persons, external to the University who have experience in University decision-making processes, dispute resolution, arbitration and/or adjudication.
- 58.7. The Vice-Chancellor will appoint a Reviewer from the pool where required under this clause.
- 58.8. Where it is agreed that a Reviewer with specific expertise and knowledge is required, and the University and the union agree to a person who meets this requirement, the Deputy Vice-Chancellor will appoint the agreed person as the Reviewer or Investigator for the particular case.

Review by Committee or Reviewer

- 58.9. The staff member may elect to have the process review conducted by a reviewer from the pool of reviewers instead of a committee.

Review committee

- 58.10. A Review committee will comprise the following membership:
 - a. the Reviewer who will be the Chair.
 - b. one person from within the University selected by the Deputy Vice-Chancellor; and
 - c. a UTS staff member nominated by the NTEU or CPSU NSW, providing the person is not a barrister or solicitor.
- 58.11. The Committee or Reviewer will:
 - a. conduct proceedings as expeditiously as possible consistent with the need for fairness
 - b. allow the staff member and the Deputy Vice-Chancellor to be assisted or represented by a representative of his/her choice, and in the case of the Deputy Vice-Chancellor this may be by the University's relevant association
 - c. ensure that the staff member and the Deputy Vice-Chancellor have the right to ask questions, make submissions and to present and challenge evidence, including any

- evidence that may be presented at an interview where the staff member is not present, which may be conducted via videolink
- d. provide an opportunity for the staff member to be interviewed
- e. interview any person the Committee thinks fit to establish the facts of the particular process and, subject to (f) below, conduct all such interviews in the presence of the staff member.
- f. where the interviewee has genuine concerns for their health and safety, arrangements will be made for the interview to be conducted remotely, and direct that the staff member who requested the process review only ask questions through their representative.
- g. take into account other material the Committee believes appropriate to the process
- h. keep its own record of the proceedings
- i. conclude proceedings as expeditiously as possible consistent with the need for fairness.

58.12. The Committee will submit a report on its findings to the Deputy Vice-Chancellor and the staff member.

58.13. If the Committee concludes that UTS followed the relevant agreement process the UTS action stands.

58.14. If the Committee concludes that UTS did not follow relevant agreement process then

- a. UTS may first take steps to remedy any perceived unfairness, and
- b. the Deputy Vice-Chancellor will then decide if redundancy stands or if disciplinary action is to be taken and advise the staff member in writing.

PART G –TERMINATION OF EMPLOYMENT

59 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.

Application

59.1. The provisions of this Clause apply to all continuing staff.

Definition

59.2. **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.

Consultation

59.3. 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 17.2 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.

59.4. Following the discussions with the affected staff under sub-clause 59.3, the University will decide which measure(s) will be pursued to mitigate any negative consequences of the change.

Application for voluntary separation or redeployment

59.5. The Vice-Chancellor may invite the staff member(s), who have been provided with information as required under sub-clause 59.3, to apply for voluntary separation (as provided under sub-clauses 59.5-59.21) or redeployment (as provided under sub-clause 59.12-59.21).

59.6. 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 Clause 58.

Voluntary separation

59.7. 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.

Voluntary separation benefit

59.8. The amount paid for voluntary separation will consist of the following components:

- a. a lump sum of 12 weeks pay
- b. severance pay at the rate of three weeks pay for each completed year of service for the first ten years of service
- c. severance pay at the rate of two weeks pay for each completed year of service thereafter
- d. the total amount of payment under a, b and c above shall not in total exceed payment equivalent to 78 weeks pay
- e. 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 base rate of pay as defined in Clause, 3 Definitions.

59.9. The final date of employment will be determined by the Dean or Director in consultation with the staff member.

59.10. All payments under sub-clause 59.8 will be calculated on a pro-rata basis over the staff member's entire appointment.

59.11. The benefits under 59.8 are in lieu of any notice period, access to a scheme of redeployment or other redundancy benefit.

Redeployment

59.12. A staff member will have six weeks from the date of the Deputy Vice-Chancellor's invitation under 59.5 in which to respond with a written request for the redeployment option to the Deputy Vice-Chancellor. The redeployment option will provide for a period of up to 20 weeks of redeployment and retraining, which will commence from the date of the staff member's written request, for staff in HEW levels one to seven inclusive and 15 weeks for all other staff.

59.13. If after requesting the opportunity for redeployment and at the end of the redeployment 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 59.8, less the period of redeployment served if the redeployment period is 20 weeks or 12 weeks if the redeployment period is 15 weeks. There is no obligation on the staff member to complete the period of redeployment. A staff member may accept voluntary separation and end the period of redeployment before the end of the 15 or 20 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 12 weeks pay where the redeployment period was 15 weeks.

59.14. 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.

- 59.15. 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.
- 59.16. 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:
- a. at the same classification level of the staff member, and
 - b. for which the staff member may have the necessary skills, qualifications and experience, or
 - c. for which the staff member may acquire the necessary skills with a reasonable period of training/retraining.
- 59.17. 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.
- 59.18. 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 receive the voluntary separation benefits which would have been available to the staff member under sub-clause 59.8 excluding the lump sum of 12 weeks pay (unless the period of redeployment and the trial period served is less than 12 weeks in which case the balance of the lump sum will be paid).
- 59.19. 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.
- 59.20. 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 12 weeks pay (refer to sub-clause 59.8(a)).
- 59.21. 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.

Retrenchment

59.22. Following the close of the period for application referred to in sub-clause 59.7, 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'.

Benefits on retrenchment

59.23. A staff member will be given eight weeks notice (or equivalent compensation) prior to a retrenchment taking effect.

59.24. 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.

59.25. Payment will be at the staff member's base rate of pay on a pro rata basis.

59.26. The action of the Deputy 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.

Leave and expenses

59.27. 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 Dean/Director (or equivalent).

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

60 SEPARATION FROM EMPLOYMENT ON MEDICAL GROUNDS

Application

60.1. 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

60.2. If the Deputy Vice-Chancellor believes there is doubt regarding a staff member's capacity to perform the duties of their office, the Deputy 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 Deputy Vice-Chancellor will provide a staff member with written notice of not less than four weeks, except in exceptional circumstances, that a medical examination is required.

- 60.3. If, within the notice period referred to in sub-clause 60.2, the staff member elects to apply to their superannuation fund for ill-health retirement or temporary disability benefit and provides the Deputy 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 Deputy Vice-Chancellor will take no further action until such time as the superannuation fund has reached a decision on the application or six months has elapsed.
- 60.4. 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 Deputy Vice-Chancellor elects to dispute this decision, the Deputy Vice-Chancellor may proceed to provide the staff member with written notice of not less than four weeks, except in exceptional circumstances, that a medical examination is required.

Medical report

- 60.5. 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 12 months. A copy of the medical practitioner's report will be made available to the Deputy Vice-Chancellor and to the staff member.
- 60.6. Notwithstanding the provisions of sub-clause 60.5, 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 , and the absence has been for a period of not less than two years, the University may terminate the staff member's employment..
- 60.7. If, in accordance with sub-clause 60.5, the medical report states that the staff member is unable to resume their duties, the staff member may, within 10 working days of receipt of the medical report, request a review of the medical report. If such a request is received, the Deputy Vice-Chancellor will not terminate the employment of the staff member unless and until the independent medical specialist confirms the findings of the report.

The review of the medical report will be conducted by an independent medical practitioner, with the relevant area of expertise, chosen by the University.

Separation from employment

- 60.8. 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 12 months, and a request to review the report pursuant to sub-clause 60.7 has not been received, the Deputy Vice-Chancellor may terminate the staff member's employment. In this case, the University will provide six months' notice or pay in lieu thereof.
- 60.9. 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 Deputy Vice-Chancellor may offer the staff member the opportunity to submit a resignation. If a resignation is offered, the Deputy Vice-Chancellor will accept it immediately and will not

proceed with action to terminate employment or pay six months notice or pay in lieu thereof.

60.10. The Deputy 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 12 months. In this case, the Deputy Vice-Chancellor may act in accordance with sub-clause 60.8. 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.

60.11. 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.

60.12. Medical records shall be provided to the Director, Human Resources for appropriate confidential filing.

61 TERMINATION OF EMPLOYMENT

61.1. Action by the University to terminate the employment of a staff member will be in accordance with the following relevant provisions of this Agreement:

- a. Clause 37 Absence from duty
- b. Clause 48 Probation
- c. Clause 57 Discipline
- d. Clause 59 Redundancy
- e. Clause 60 Separation from employment on medical grounds.

Notice Periods

61.2. Where the Vice-Chancellor makes a decision to terminate the employment of a staff member in accordance with Clause, 57 Discipline notice or payment in lieu will be as provided in sub-clauses 61.4 and 61.5.

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

Period of continuous service	Period of notice
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

61.4. 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.

61.5. 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.

- 61.6. Any payments in lieu of notice will be based on the staff member's base rate at the date of cessation of employment.
- 61.7. 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 PROFESSIONAL STAFF

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

Classification	Step	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%
		1-Nov-17 per annum	1-May-18 per annum	1-Nov-18 per annum	1-May-19 per annum	1-Nov-19 per annum	1-May-20 per annum	1-Nov-20 per annum	1-May-21 per annum
HEW1	s1011	47,603	48,079	48,559	49,045	49,535	50,031	50,531	51,036
	s1012	48,681	49,167	49,659	50,156	50,657	51,164	51,675	52,192
	s1013	49,766	50,264	50,766	51,274	51,787	52,304	52,827	53,356
HEW2	s1021	51,386	51,900	52,419	52,943	53,472	54,007	54,547	55,092
	s1022	52,469	52,994	53,524	54,059	54,600	55,146	55,697	56,254
	s1023	53,822	54,360	54,903	55,453	56,007	56,567	57,133	57,704
HEW3	s1031	54,091	54,632	55,178	55,730	56,287	56,850	57,418	57,993
	s1032	55,985	56,545	57,110	57,681	58,258	58,841	59,429	60,024
	s1033	57,879	58,458	59,043	59,633	60,229	60,832	61,440	62,054
	s1034	59,774	60,371	60,975	61,585	62,201	62,823	63,451	64,085
	s1035	61,666	62,283	62,906	63,535	64,170	64,812	65,460	66,114
HEW4	s1041	62,206	62,828	63,456	64,091	64,732	65,379	66,033	66,693
	s1042	63,288	63,921	64,560	65,205	65,857	66,516	67,181	67,853
	s1043	64,911	65,560	66,216	66,878	67,547	68,222	68,904	69,593
	s1044	66,536	67,202	67,874	68,552	69,238	69,930	70,630	71,336
HEW5	s1051	67,614	68,290	68,973	69,663	70,360	71,063	71,774	72,492
	s1052	69,238	69,930	70,629	71,336	72,049	72,770	73,497	74,232
	s1053	70,861	71,570	72,285	73,008	73,738	74,476	75,221	75,973
	s1054	73,024	73,755	74,492	75,237	75,990	76,749	77,517	78,292
	s1055	75,188	75,940	76,699	77,466	78,241	79,023	79,813	80,612
	s1056	77,351	78,125	78,906	79,695	80,492	81,297	82,110	82,931
HEW6	s1061	78,433	79,217	80,009	80,809	81,618	82,434	83,258	84,091
	s1062	80,598	81,404	82,218	83,040	83,871	84,709	85,556	86,412
	s1063	82,761	83,589	84,425	85,269	86,122	86,983	87,853	88,731
	s1064	84,923	85,772	86,630	87,496	88,371	89,255	90,147	91,049
HEW7	s1071	86,548	87,414	88,288	89,171	90,062	90,963	91,873	92,791
	s1072	88,710	89,597	90,493	91,398	92,312	93,235	94,167	95,109

Classification	Step	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%
		1-Nov-17 per annum	1-May-18 per annum	1-Nov-18 per annum	1-May-19 per annum	1-Nov-19 per annum	1-May-20 per annum	1-Nov-20 per annum	1-May-21 per annum
	s1073	90,877	91,785	92,703	93,630	94,566	95,512	96,467	97,432
	s1074	93,038	93,968	94,908	95,857	96,816	97,784	98,762	99,749
	s1075	95,743	96,701	97,668	98,644	99,631	100,627	101,633	102,650
HEW8	s1081	97,367	98,340	99,324	100,317	101,320	102,333	103,357	104,390
	s1082	100,072	101,072	102,083	103,104	104,135	105,176	106,228	107,290
	s1083	102,777	103,804	104,843	105,891	106,950	108,019	109,100	110,191
	s1084	105,480	106,535	107,600	108,676	109,763	110,861	111,969	113,089
	s1085	108,185	109,267	110,360	111,463	112,578	113,704	114,841	115,989
	s1086	110,890	111,999	113,119	114,250	115,393	116,547	117,712	118,889
HEW9	s1091	113,595	114,731	115,878	117,037	118,208	119,390	120,584	121,789
	s1092	116,299	117,462	118,636	119,822	121,021	122,231	123,453	124,688
	s1093	119,004	120,194	121,396	122,610	123,836	125,074	126,325	127,588
HEW10	s1101	121,707	122,924	124,153	125,395	126,649	127,915	129,194	130,486

SCHEDULE 2 RATES OF PAY CASUAL PROFESSIONAL STAFF

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

The rates of pay include a casual loading of 25%.

Classification	Step	1.0% 1-Nov-17 per hour	1.0% 1-May-18 per hour	1.0% 1-Nov-18 per hour	1.0% 1-May-19	1.0% 1-Nov-19 per hour	1.0% 1-May-20 per hour	1.0% 1-Nov-20 per hour	1.0% 1-May-21 per hour
HEW1	s1011	32.58	32.91	33.24	33.57	33.91	34.24	34.59	34.93
	s1012	33.32	33.65	33.99	34.33	34.67	35.02	35.37	35.72
	s1013	34.06	34.40	34.75	35.09	35.45	35.80	36.16	36.52
HEW2	s1021	35.17	35.52	35.88	36.24	36.60	36.97	37.34	37.71
	s1022	35.91	36.27	36.64	37.00	37.37	37.75	38.12	38.50
	s1023	36.84	37.21	37.58	37.96	38.33	38.72	39.11	39.50
HEW3	s1031	37.02	37.39	37.77	38.14	38.53	38.91	39.30	39.69
	s1032	38.32	38.70	39.09	39.48	39.88	40.27	40.68	41.08
	s1033	39.62	40.01	40.41	40.82	41.22	41.64	42.05	42.47
	s1034	40.91	41.32	41.74	42.15	42.57	43.00	43.43	43.86
	s1035	42.21	42.63	43.06	43.49	43.92	44.36	44.80	45.25
HEW4	s1041	42.58	43.00	43.43	43.87	44.31	44.75	45.20	45.65
	s1042	43.32	43.75	44.19	44.63	45.08	45.53	45.98	46.44
	s1043	44.43	44.87	45.32	45.78	46.23	46.70	47.16	47.63
	s1044	45.54	46.00	46.46	46.92	47.39	47.86	48.34	48.83
HEW5	s1051	46.28	46.74	47.21	47.68	48.16	48.64	49.13	49.62
	s1052	47.39	47.86	48.34	48.83	49.31	49.81	50.31	50.81
	s1053	48.50	48.99	49.48	49.97	50.47	50.98	51.49	52.00
	s1054	49.98	50.48	50.99	51.50	52.01	52.53	53.06	53.59
	s1055	51.46	51.98	52.50	53.02	53.55	54.09	54.63	55.18
	s1056	52.94	53.47	54.01	54.55	55.09	55.64	56.20	56.76
HEW6	s1061	53.68	54.22	54.76	55.31	55.86	56.42	56.99	57.56
	s1062	55.17	55.72	56.28	56.84	57.41	57.98	58.56	59.15
	s1063	56.65	57.21	57.79	58.36	58.95	59.54	60.13	60.73

Classification	Step	1.0% 1-Nov-17 per hour	1.0% 1-May-18 per hour	1.0% 1-Nov-18 per hour	1.0% 1-May-19	1.0% 1-Nov-19 per hour	1.0% 1-May-20 per hour	1.0% 1-Nov-20 per hour	1.0% 1-May-21 per hour
	s1064	58.13	58.71	59.29	59.89	60.49	61.09	61.70	62.32
HEW7	s1071	59.24	59.83	60.43	61.03	61.64	62.26	62.88	63.51
	s1072	60.72	61.33	61.94	62.56	63.18	63.82	64.45	65.10
	s1073	62.20	62.82	63.45	64.09	64.73	65.37	66.03	66.69
	s1074	63.68	64.32	64.96	65.61	66.27	66.93	67.60	68.27
	s1075	65.53	66.19	66.85	67.52	68.19	68.88	69.56	70.26
HEW8	s1081	66.64	67.31	67.98	68.66	69.35	70.04	70.74	71.45
	s1082	68.50	69.18	69.87	70.57	71.28	71.99	72.71	73.44
	s1083	70.35	71.05	71.76	72.48	73.20	73.94	74.67	75.42
	s1084	72.20	72.92	73.65	74.38	75.13	75.88	76.64	77.41
	s1085	74.05	74.79	75.54	76.29	77.06	77.83	78.60	79.39
	s1086	75.90	76.66	77.43	78.20	78.98	79.77	80.57	81.38
HEW9	s1091	77.75	78.53	79.31	80.11	80.91	81.72	82.53	83.36
	s1092	79.60	80.40	81.20	82.01	82.83	83.66	84.50	85.34
	s1093	81.45	82.27	83.09	83.92	84.76	85.61	86.46	87.33
HEW10	s1101	83.30	84.14	84.98	89.31	86.69	87.55	88.43	89.31

CLASSIFICATION DIMENSIONS

The descriptors use seven dimensions to describe the work at each level of the ten 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 a 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 year's 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 resources systems). This may include storage and retrieval of documents, keying and laying out of correspondence and reports, merge, move and copy, use of columns, tables and basic graphics
- providing general administrative support to other staff including setting up meetings, answering straight forward inquiries and directing others to appropriate personnel
- processing 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 the 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 (ie 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
11 November 2017 (Administrative)	\$17.84	\$25.15
1 May 2018 (administrative)	\$18.02	\$25.41
1 November 2018	\$18.18	\$25.67
1 May 2019	\$18.36	\$25.93
1 November 2019	\$18.55	\$26.19
1 May 2020	\$18.73	\$26.45
1 November 2020	\$18.92	\$26.71
1 May 2021	\$19.11	\$26.98

The on-call allowance increases in line with the increases in rates of pay at Schedule 1 and from the beginning of the first pay period to commence on or after the effective date

* 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

The allowances increase from the beginning of the first pay period to commence on or after the date shown in the table below

Allowance	1-Nov-17	1-May-18	1-Nov-18	1-May-19	1-Nov-19	1-May-20	1-Nov-20	1-May-21
Breakfast	\$30.35	\$30.65	\$30.96	\$31.27	\$31.58	\$31.90	\$32.22	\$32.54
Lunch	\$30.35	\$30.65	\$30.96	\$31.27	\$31.58	\$31.90	\$32.22	\$32.54
Dinner	\$30.35	\$30.65	\$30.96	\$31.27	\$31.58	\$31.90	\$32.22	\$32.54

3 FIRST AID ALLOWANCES

The allowances increase from the beginning of the first pay period to commence on or after the date shown in the table below

Allowance	1-Nov-17	1-May-18	1-Nov-18	1-May-19	1-Nov-19	1-May-20	1-Nov-20	1-May-21
First Aid Officer	\$896.98	\$905.85	\$914.91	\$924.06	\$9333.30	\$942.63	\$952.06	\$961.58
Occupational First Aid	\$1347.34	\$1360.81	\$1374.42	\$1388.17	\$1402.05	\$1416.07	\$1430.23	\$1444.53

SIGNATURES

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

Name: Professor Attila Brungs
Authority: Vice-Chancellor
Address:
University of Technology Sydney
PO Box 123
Broadway NSW 2007

Date:


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24/8/18

Signed for and on behalf of the
CPSU, the Community and Public Sector Union
(SPSF Group) NSW Branch

Name: ~~Stuart Little~~ *Troy Wright*
Assistant
Authority: State Branch Secretary
Address:
160 Clarence St
Sydney NSW 2001

Date:


.....
30 August 2018

Signed for and on behalf of the
National Tertiary Education Industry Union

Name: Grahame McCulloch
Authority: General Secretary
Address:
120 Clarendon St
Southbank VIC 3006

Date: 28 August 2018



Schedule 2.2—Model flexibility term

(regulation 2.08)

Model flexibility term

- (1) An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
 - (a) the agreement deals with 1 or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
 - (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
 - (c) the arrangement is genuinely agreed to by the employer and employee.
- (2) The employer must ensure that the terms of the individual flexibility arrangement:
 - (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- (3) The employer must ensure that the individual flexibility arrangement:
 - (a) is in writing; and
 - (b) includes the name of the employer and employee; and
 - (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; 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 employee will be better off overall 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.
- (4) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (5) The employer or employee may terminate the individual flexibility arrangement:
 - (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if the employer and employee agree in writing—at any time.

IN THE FAIR WORK COMMISSION

FWC Matter No.:

AG2018/4943

Applicant:

University of Technology Sydney)

Undertaking - Section 190

I, Anne Dwyer, Deputy Vice-Chancellor Corporate Services of University of Technology Sydney, give the following undertakings with respect to the University of Technology Sydney Professional Staff Agreement 2018 ("the Agreement"):

1. I have the authority given to me by University of Technology Sydney to provide this undertaking in relation to this application before the Fair Work Commission.
2. **Definition of shiftworker for the purposes of the NES:** For the provision of an extra weeks leave under the NES for shiftworkers, the University undertakes to apply the definition of seven day shiftworker found in the Higher Education Industry General Staff Award (the Award), or Clause 28.2 of the Agreement where it provides for an extra week of leave not available under the Award definition.
3. **Dispute settlement term – Clause 12:** The University undertakes that, for the purposes of Clause 12 a staff member may be represented by a representative as defined in Clause 3.14 of the Agreement.
4. **Redundancy (Retrenchment) – Clause 59:** The University undertakes that, where a staff member is retrenched under clause 59.22 and is paid a retrenchment payment under clause 59.24, and the entitlement under Section 119(2) of the Fair Work Act 2009 is greater than that payable under clause 59.24 of the Agreement, then the entitlement under the Act Section 119(2) of the Fair Work Act 2009 will be paid.
5. **Time off in lieu of overtime – Clauses 40.10 – 40.12:** The University undertakes that, where a staff member is entitled to take time off in lieu of overtime but has not yet taken the entitlement at the time of termination of his or her employment, the University will pay the employee the monetary value of the untaken time off in lieu of overtime entitlement.

Clarification

1. **Flexibility term Clause – 10:** For the purpose of clarification, the University confirms that to the extent that Clause 10 of the Agreement does not meet the requirements of Section 203(4) of the Fair Work Act 2009, the Model Flexibility Term (Regulation 2.08) will apply.

2. **Apprentices – Clause 18.10:** For clarification, the University does not employ any apprentices and has no plans to employ apprentices.

Employer name: University of Technology Sydney

Authority to sign: Deputy Vice Chancellors (Corporate Services)

Signature:

A handwritten signature in black ink, appearing to be a stylized 'A' followed by a flourish.

Date:

17/12/18