



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

University of Technology Sydney
(AG2023/1198)

UNIVERSITY OF TECHNOLOGY SYDNEY STAFF AGREEMENT 2021

Educational services

COMMISSIONER P RYAN

SYDNEY, 17 MAY 2023

Application for approval of the University of Technology Sydney Staff Agreement 2021

[1] The University of Technology Sydney (**Employer**) has made an application for approval of an enterprise agreement known as the *University of Technology Sydney Staff Agreement 2021* (**Agreement**) pursuant to s.185 of the *Fair Work Act 2009* (**FW Act**). The Agreement is a single enterprise agreement.

Section 190 Undertakings

[2] The Employer 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. The undertakings are taken to be a term of the Agreement.

Section 186, 187, 188 and 190

[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.

Section 183 Bargaining Representative

[4] The CPSU, the Community and Public Sector Union (**CPSU**) and the National Tertiary Education Industry Union (**NTEU**), each being a bargaining representative for the Agreement, have given notice under s.183 of the FW Act that they want the Agreement to cover them.

[5] In accordance with s.201(2), I note that the Agreement covers the CPSU and the NTEU.

Approval

[6] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 24 May 2023. The nominal expiry date of the Agreement is 31 August 2025.



COMMISSIONER

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University of Technology Sydney

Staff Agreement 2021

UTS acknowledges the Gadigal People of the Eora Nation, the Boorooberongal people of the Dharug Nation, the Bidiagal people and the Gamaygal people upon whose ancestral lands our university stands. We would also like to pay respect to the Elders both past and present, acknowledging them as the traditional custodians of knowledge for these lands.

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

1 TITLE

This Agreement will be known as the *University of Technology Sydney Staff Agreement 2021*.

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Part A

Operation of the Agreement

PART A – OPERATION OF THE AGREEMENT

3 DEFINITIONS

- 3.1. This Clause contains definitions of relevant terms used throughout this Agreement. Where a term is used in the context of a particular Clause, the definition for that term appears in the relevant Clause.
- 3.2. For the purposes of this Agreement, unless the context otherwise requires, words in the singular include words in the plural and vice versa.
- 3.3. **'ATO'** refers to the Australian Tax Office.
- 3.4. **'Base rate of pay'** means the rate of pay payable to the staff member for their ordinary hours of work, but not including incentive-based payments and bonuses, loadings, allowances, overtime or penalty rates and any other separately identifiable amounts.
- 3.5. **'Consultation'** refers to a process in which parties exchange views and information regarding a proposal or the implementation of a University decision. Consultation does not necessarily mean that agreement can be reached.
- 3.6. **'Dean'** means the head of the academic unit, usually a Faculty and includes the Dean of the University Graduate School and Institute Directors.
- 3.7. **'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.
- 3.8. **'Director'** means the person appointed as such to be the Director of a Unit of the University or equivalent (such as Chief, Executive Director or Pro Vice-Chancellor), and includes anyone fulfilling that role on a temporary basis, or any nominee of the Director.
- 3.9. **'FTE'** means full-time equivalent.
- 3.10. **'FW Act'** means the *Fair Work Act 2009 (Cth)*, as amended from time to time.
- 3.11. **'FWC'** refers to Fair Work Commission.
- 3.12. **'Indigenous Australian'** means a person who is of Aboriginal and/or Torres Strait Islander descent, identifies as an Aboriginal and/or Torres Strait Islander, and is recognised by the Indigenous community in which they live as an Aboriginal and/or Torres Strait Islander.
- 3.13. **'Medical certificate'** means a certificate issued by a person registered or licensed as a practising medical practitioner and the certificate is issued in respect of the area of practice in which the practitioner is registered or licensed.
- 3.14. **'NES'** means the National Employment Standards.
- 3.15. **'Parties'** to this Agreement means the University, its staff covered by this Agreement and the Unions.
- 3.16. **'Policy'** means a documented University Policy or Directive as appropriate under the University policy framework.
- 3.17. **'Provost'** means the person appointed as such to be a Provost of the University or equivalent position and includes anyone fulfilling that role on a temporary basis, or any nominee of a Provost.
- 3.18. **'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.

- 3.19. **'Shiftworker'** means a professional continuing or fixed-term staff member who performs their work according to an allocated shift roster, and their span of hours extends beyond 7:00am to 7:00pm Monday to Friday. Rostered shifts may fall on weekends or public holidays.
- 3.20. **'Staff'** or **'staff member'** or means one or more UTS staff members covered by this Agreement.
- 3.21. **'Supervisor'** means the person that the staff member reports to. 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 or the person designated by the University to be the staff member's supervisor.
- 3.22. **'Support person'** means a person nominated by a staff member who provides 'support' to the staff member in the context of a University process.
- 3.23. **'24/7 shiftworker'** means a professional continuing or fixed-term staff member who is regularly rostered to work on weekends and public holidays, and shifts are continuously rostered 24 hours a day, seven days a week.
- 3.24. **'Union'** in this Agreement means and refers to the CPSU, Community and Public Sector Union (SPSF Group), NSW Branch (CPSU NSW) and/or the NTEU, National Tertiary Education Industry Union.
- 3.25. **'University'** or **'UTS'** means the University of Technology Sydney as the employer.
- 3.26. **'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.

4 RELATIONSHIP WITH AWARDS AND CERTIFIED AGREEMENTS

- 4.1. This Agreement operates subject to Chapter 2 (Terms and conditions of employment) of the FW Act to provide terms and conditions for UTS staff covered by the Agreement.
- 4.2. This Agreement will be read and interpreted in conjunction with the NES. Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.
- 4.3. This Agreement is made pursuant to Section 182 of the FW Act and rescinds and replaces the *University of Technology Sydney Academic Staff Agreement 2018* and the *University of Technology Sydney Professional Staff Agreement 2018*.
- 4.4. The relevant modern award for purposes of applying the better-off-overall test to this Agreement is the *Higher Education Industry—General Staff—Award 2020* (for professional staff) or the *Higher Education Industry—Academic Staff—Award 2020* (for academic staff).
- 4.5. Where modern award conditions have been modified by the terms of this Agreement, remuneration and other conditions of this Agreement have been set at a level to ensure that UTS staff covered by this Agreement, are better-off-overall than they would otherwise be under the relevant modern award. However, where the Agreement is silent on the relevant modern award provisions, then those relevant modern award provisions will apply.
- 4.6. 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.
- 4.7. Nothing in this Agreement will be taken as incorporating as a term of this Agreement, any Policy, Procedure, Guideline, or other University document referred to in this Agreement.

5 APPLICATION

- 5.1. This Agreement covers and is binding upon the University and its staff appointed to positions classified as follows:
 - (a) Academic Level A – Level E; and
 - (b) Professional HEW1 – HEW10.
- 5.2. **Part K** (Matters Specific to Academic Positions) of this Agreement applies to staff appointed to positions classified as Academic Level A – Level E only.
- 5.3. **Part L** (Matters Specific to Professional Positions) of this Agreement applies to staff appointment to positions classified as Professional HEW1 – HEW10 only.
- 5.4. This Agreement does not apply to UTS staff appointed to positions covered by the *University of Technology Sydney Senior Staff Group Agreement 2013* or Senior Executive Group appointments.
- 5.5. This Agreement has been negotiated between the CPSU, the NTEU and the University.

6 NO FURTHER CLAIMS

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

7 LENGTH OF THE AGREEMENT

- 7.1. This Agreement will take effect seven days after its approval by the Fair Work Commission and the nominal expiry date is **31 August 2025**.
- 7.2. The parties to the Agreement will commence discussions for a replacement Agreement no earlier than three months prior to the nominal expiry date of this Agreement.
- 7.3. The Agreement and all terms contained will continue to apply beyond the nominal expiry date until renegotiated, agreed and approved in accordance with the FW Act.

8 INDIVIDUAL FLEXIBILITY ARRANGEMENTS

- 8.1. An '**Individual Flexibility Arrangement**' is a written agreement made with an individual staff member to change the effect of certain Clauses in this Agreement. It is used to make alternative arrangements to meet the needs of the University and the individual staff member.
- 8.2. The University and a staff member covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
 - (a) the arrangement deals with a salary packaging arrangement for the purposes of receiving a base rate of pay lower than that to which they are entitled (Clause 30) in exchange for a benefit of equivalent value;
 - (b) the arrangement meets the genuine needs of the University and the staff member; and
 - (c) the arrangement is genuinely agreed to by the University and the staff member.
- 8.3. The University must ensure that the terms of the individual flexibility arrangement:
 - (a) are about permitted matters under section 172 of the FW Act; and
 - (b) are not unlawful terms under section 194 of the FW Act; and

- (c) result in the staff member being better off overall than the staff member would be if no arrangement was made.
- 8.4. The University will ensure that the individual flexibility arrangement:
- (a) is in writing; and
 - (b) includes the name of the University and the staff member; and
 - (c) is signed by the University and the staff member 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 Agreement that will be varied by the arrangement; and
 - ii. how the arrangement will vary the effect of the terms; and
 - iii. how the staff member will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
 - (e) states the day on which the arrangement commences.
- 8.5. The University will provide the staff member with a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 8.6. The University or the 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; or
 - (b) if the University and the staff member agree in writing at any time.

9 REPRESENTATION

- 9.1. A staff member may choose to be represented by a Union for any matter or process in this Agreement.

10 UNION ARRANGEMENTS

- 10.1. The University recognises that Unions are a legitimate representative of staff who are their members.
- 10.2. The University's staff onboarding portal will contain links to the NTEU and CPSU websites.
- 10.3. Unless otherwise agreed with the University, meetings of Union members will be held during meal breaks or other work breaks.
- 10.4. The Branch President of the NTEU or CPSU may access the University's staff directory for the purposes of finding the contact details of and communicating with University staff for Union business.
- 10.5. The Branch President of the NTEU and the CPSU will be provided with recognition of their Union activities in their workload allocation to a maximum of 20%.
- 10.6. A staff member appointed as a Union representative may use their UTS staff email and UTS meeting rooms for the purposes of communication with other UTS staff members about Union matters.
- 10.7. A staff member appointed as a Union representative for a Union will be allowed reasonable paid time, consistent with the operational needs of the staff member's work unit, and will be considered to be on duty for the conduct of Union activities.

- 10.8. A staff member appointed as a Union representative may take up to 10 days paid leave per calendar year (pro-rata in the case of part-time or part-year staff) to attend Union training or conferences. This leave is not cumulative and is in addition to other forms of leave specified in this Agreement.
- 10.9. A staff member appointed as a Union representative will be considered on duty if they are required to attend an industrial tribunal or court as a participant or witness where the University is a party to the proceedings.
- 10.10. A staff member may ask the University to deduct Union membership fees from their pay. The University will not charge the staff member for any such deductions. This arrangement may be terminated by either the staff member or the Union by two weeks written notice to the University.
- 10.11. The University may agree to the secondment of a staff member to the staff member's Union for up to six months in the first instance, and if agreed, for a further period of up to 12 months. The Union will meet all costs associated with the secondment (including salary, superannuation and salary on-costs) and any such secondment will not break the staff member's continuity of service with the University.

11 IMPLEMENTATION COMMITTEE

- 11.1. The parties agree that an Implementation Committee will be established and membership of the Implementation Committee will comprise:
- (a) up to 6 University Committee Members including, where appropriate, a senior leader of the University;
 - (b) up to 3 Union Committee Members, nominated by the NTEU; and
 - (c) up to 3 Union Committee Members, nominated by the CPSU.
- 11.2. The Implementation Committee objectives will include:
- (a) discussion and facilitation of matters related to the implementation of this Agreement such as:
 - i. reporting on UTS staffing numbers by classification (academic and professional), by appointment category (continuing, fixed-term, casual, contract research employment) and by fixed-term appointment circumstance;
 - ii. reporting on UTS Indigenous employment numbers (fixed-term and continuing FTE);
 - iii. reporting on numbers of staff with annual leave balances greater than 30 days by classification (academic and professional); and
 - iv. reporting in accordance with Clause 69 (Transitioning Casual Academic Work to Continuing Appointments).
 - (b) discussion and consultation on employment related matters including the development, establishment, variation or revocation of any employment related University policy, procedure or guideline.
- 11.3. The Implementation Committee members will:
- (a) participate in meetings, providing information on matters under consideration;
 - (b) gather feedback from their respective constituents to inform discussions and actively consider the views and submissions of each Committee Member;

- (c) identify and monitor potential risks and advise on the prevention, mitigation and management of possible breaches and/ or disputes; and
 - (d) discuss barriers and enablers to good practice of the implementation of this Agreement.
- 11.4. The Implementation Committee will meet every two months, or as agreed by the members of the Implementation Committee.
- 11.5. The University will appoint a Chairperson of the Implementation Committee, and will distribute agendas and action items to Implementation Committee members.
- 11.6. Major workplace change matters managed in accordance with Clause 52 will not be the subject of consideration by the Implementation Committee.
- 11.7. Dispute matters managed in accordance with Clause 12 (Dispute Settling Procedure) will not be the subject of consideration by the Implementation Committee.
- 11.8. Individual staff matters will not be discussed by the Implementation Committee.
- 11.9. Members will be allowed reasonable paid time during working hours to prepare for and attend Implementation Committee meetings, and attend to administrative matters on behalf of the Implementation Committee.

12 DISPUTE SETTLING PROCEDURE

Principles

- 12.1. The following dispute settling procedure must be followed to settle a dispute about the interpretation, application or operation of any provision of this Agreement or in relation to the National Employment Standards (NES).
- 12.2. Any reference to a staff member in this Clause may include more than one staff member.
- 12.3. Until the steps in sub-clause 12.7 - 12.11 have been concluded:
- (a) work will continue in the normal manner;
 - (b) the University will not change work, staffing or the organisation of work, if such action is the subject of the dispute; and
 - (c) the parties to the dispute will not take any action likely to exacerbate the dispute.
- 12.4. Nothing in sub-clause 12.3 above will prevent the termination of a staff member's employment as provided by Clause 24 of this Agreement.
- 12.5. Where a genuine occupational hazard is involved, staff will not be required to work in an unsafe environment and will undertake suitable alternative duties until the issue is resolved.
- 12.6. Where the University agrees there is an error in a staff member's position classification, appointment category, base pay rate or other entitlement under this Agreement, it will be remedied by the University as soon as possible after it is identified.

Notification of Dispute

- 12.7. A staff member or the Union will in the first instance notify the Executive Director, People and Culture (or nominee), in writing, of the dispute ('**the dispute notification**'). The dispute notification must include details of the dispute and the resolution sought.

First Dispute Meeting

- 12.8. The staff member and/or the Union and representatives of the University, will meet within five working days of the dispute notification to try to resolve the dispute, unless the parties agree in writing to a different timeframe.
- 12.9. Where a dispute is not resolved following the procedure in sub-clause 12.8, the parties will have five working days to consider if there would be utility in a second dispute meeting. If either party does not believe there would be utility in a further meeting to try to resolve the matter, the dispute may be referred to the Fair Work Commission (FWC) in accordance with sub-clause 12.11.

Second Dispute Meeting

- 12.10. Where the parties agree to a second dispute meeting to try to resolve the matter, the staff member and/or the Union and representatives of the University will meet within five working days of the first dispute meeting, unless the parties agree in writing to a different timeframe.

Referral of Dispute to the FWC

- 12.11. Where a dispute is not resolved following the procedures in sub-clause 12.7 - 12.10, the dispute may be referred by either the staff member or the Union or the University to the FWC for resolution by mediation and/or conciliation, or where mediation or conciliation does not resolve the dispute, by arbitration. Any such referral to the FWC must be done within four weeks of the second dispute meeting referred to in sub-clause 12.10 (or within five weeks of the first dispute meeting in the absence of a second dispute meeting).
- 12.12. If an application for arbitration is made, the FWC may exercise any of its powers under the FW Act. The decision of the FWC will be implemented by the parties, subject to either party exercising a right of appeal against a decision of the FWC.

13 STAFF COMPLAINTS

Definitions

- 13.1. For the purpose of this Clause, a **'complaint'** is any type of problem or concern where a staff member believes that they have received unreasonable treatment from the University or another staff member, and wishes to bring the complaint to the University's for action or response. Differences of opinion and reasonable management action carried out in a reasonable manner are not grounds for complaint. A complaint does not relate to any interpersonal issues which do not relate to work-related matters.
- 13.2. **'Complainant'** means the staff member(s) raising the complaint.
- 13.3. **'Respondent'** means one or more persons who are the subject of the complainant's complaint.

Principles

- 13.4. UTS is committed to providing a productive, respectful and harmonious work environment but acknowledges that issues may arise from time to time. The University's *Staff Complaints Policy* outlines how complaints are supported and managed at UTS.
- 13.5. Complaints should be dealt with promptly and resolved as close to the source as possible, having regard to the seriousness and nature of the complaint.
- 13.6. Complaints should be raised in a timely manner. Complaints that are raised more than three months after the issue occurred will only be dealt with by the University in exceptional circumstances.

- 13.7. Complaints will be managed sensitively and with appropriate confidentiality for the parties concerned.
- 13.8. Staff involved in raising, responding to and managing a complaint should work constructively towards reaching a timely resolution of the issues, with minimal disruption to University operations.
- 13.9. Complainants and respondents may be accompanied by a support person of their choice at any meeting where a complaint is to be discussed.
- 13.10. Malicious or vexatious complaints are a waste of University resources and may be treated as a matter of misconduct in accordance with Clause 49 (Misconduct and Serious Misconduct) of this Agreement.
- 13.11. If a supervisor forms the opinion that the complaint is of a potentially criminal nature, then the complaint will be referred to the Executive Director, People and Culture (or nominee), who will determine whether the police should be notified.

Process

- 13.12. A staff member will raise their complaint in the first instance directly with the person concerned. Where this is not appropriate, the staff member will submit their complaint in writing to their supervisor to try to resolve the matter.
- 13.13. The staff member's **'written complaint'** must include:
- (a) specific details of the issue (including what happened, when it happened, who was involved);
 - (b) any evidence to support the complaint and assist with any investigation process; and
 - (c) the resolution sought.
- 13.14. The supervisor will meet with the staff member within 10 working days of receiving the written complaint to try to resolve the matter, unless the staff member agrees in writing to a different timeframe.
- 13.15. Where a complaint is not resolved following the procedure in sub-clause 13.14 and the staff member wishes to proceed with the complaint, the staff member must refer the written complaint to the next level manager within 10 working days of the first complaint meeting referred to in sub-clause 13.14 to try to resolve the matter.
- 13.16. Where a complaint is not resolved following the procedures in sub-clause 13.12 - 13.15, the written complaint may be referred to the People and Culture Unit via the University's Complaints Portal.
- 13.17. In managing a staff complaint lodged via the Complaints Portal, the People and Culture Unit will:
- (a) record and maintain details of the complaint;
 - (b) provide written acknowledgement to the complainant;
 - (c) begin assessment of the complaint within 10 working days of receipt of the complaint;
 - (d) notify the respondent, as appropriate; and
 - (e) conduct an initial assessment and either resolve the complaint, or refer the complaint to the most appropriate person for further management and resolution.

External Avenues

13.18. If a staff complaint is not resolved by processes internal to the University, any party may then refer the issue to an external authority with jurisdiction to deal with the matter.

Excluded Complaints

13.19. Matters relating to the interpretation, application or operation of any provision of this Agreement or in relation to the National Employment Standards (NES) will be dealt with in accordance with Clause 12 (Dispute Settlement Procedure);

13.20. Health and safety matters should be directed firstly to a supervisor and/or raised through the University's Hazard and Incident Reporting Online (HIRO) system and will not be addressed under this Clause;

13.21. The conduct of a staff member which could constitute unsatisfactory performance, misconduct or serious misconduct will be dealt with in accordance with Clause 48 (Unsatisfactory Performance) or Clause 49 (Misconduct and Serious Misconduct) of this Agreement.

13.22. Complaints from students will be managed in accordance with the University's *Student Complaints Policy* and will not be addressed under this Clause.

13.23. Any matter that can be dealt with by an alternative documented University policy or process will not be addressed under this Clause.

Part B

General Conditions

PART B – GENERAL CONDITIONS

14 CONTRACT OF EMPLOYMENT

- 14.1. Prior to the commencement of employment, UTS will provide to the staff member a contract of employment which stipulates the type of appointment and informs the staff member of the terms of their employment.

15 TYPE OF EMPLOYMENT

Full-time employment

- 15.1. 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 35 hours a week and will be paid the full-time base rate of pay in accordance with **Schedule 1** or **Schedule 3** of this Agreement.
- 15.2. A staff member may be employed full-time on either a continuing or fixed-term basis.

Part-time employment

- 15.3. Part-time employment means employment for a specified period of time less than 35 hours a week.
- 15.4. A staff member may be employed part-time on either a continuing or fixed-term basis.
- 15.5. Staff employed on a part-time basis will receive the base rate of pay and non-salary conditions of a full-time appointment calculated on a pro-rata basis.

Part-year employment

- 15.6. Part-year employment means employment for a specified period during the year, including a teaching session as set out in the University calendar or other timetable.
- 15.7. A staff member may be employed part-year on either a continuing or fixed-term basis.
- 15.8. Staff employed on a part-year basis will receive the base rate of pay and non-salary conditions of a full-time appointment calculated on a pro-rata basis.
- 15.9. A staff member employed on a part-year basis may apply to the University to receive their base rate of pay annualised over a 12-month period based on the staff member's proportion of full-time employment.

16 PROBATION

- 16.1. The provisions of this Clause apply to continuing and fixed-term staff members.
- 16.2. A staff member's employment with the University will be subject to a probation period from the date of commencement of employment. During which time, the staff member's suitability for UTS and the position will be assessed.
- 16.3. The probation period will be served once, unless there is a break in continuous service or the staff member is appointed to a role that is not the same or substantially similar to their previous position.
- 16.4. Probation periods are as follows:

Classification	Probation period
Academic Level A – B	Up to 24 months
Academic Level C	Up to 18 months
Academic Level D – E	Up to 12 months

Classification	Probation period
Professional HEW8 – HEW10	Up to 12 months
Professional HEW1 – HEW7	Up to six months

- 16.5. Within the first four weeks of a staff member's commencement of employment, the supervisor and the staff member will meet to discuss the standard of performance that is to be met during the probationary period. This will involve the supervisor and the staff member participating in a workplanning discussion to agree and document planned activities and performance expectations.
- 16.6. Informal progress reviews will occur regularly throughout the probationary period and will provide both the supervisor and the staff member with an opportunity to discuss any performance or conduct concerns. The staff member will be given an opportunity to respond to any concerns and will be given sufficient opportunity and appropriate support to remedy the issues discussed.
- 16.7. Formal progress reviews will occur throughout the probationary period in line with the University's Workplanning and Review cycle, with the final formal review to occur at least six weeks prior to the expiration of the probationary period.

Probation outcomes

- 16.8. The supervisor will undertake a final probation review meeting and advise the staff member of their recommendation on the outcome of the probation process at least six weeks prior to the expiration of the probationary period. The supervisor will:
- (a) recommend that the staff member is confirmed in the position; or
 - (b) if performance or conduct concerns have been identified but not resolved, the supervisor may make a recommendation to terminate the staff member's employment at any time during the probationary period, provided that the following conditions are met:
 - i. compliance with sub-clause 16.6; and
 - ii. if the concerns relate to performance, the staff member has served at least half of probationary period in order to have had a reasonable period to demonstrate performance.
- 16.9. Where the supervisor's recommendation is to terminate the staff member's employment, the supervisor will provide a written report to the Vice-Chancellor (or nominee) setting out the reasons for the recommendation.
- 16.10. The Vice-Chancellor (or nominee) will consider the recommendation, and if approved, the staff member's employment will be terminated.

Notice periods

- 16.11. Where a decision to terminate a continuing or fixed-term staff member's employment is made in accordance with this Clause, notice (or payment in lieu of notice) will be provided in writing as follows:

Length of probation served	Period of notice
12 months or less	four weeks
More than 12 months, up to 18 months or less	eight weeks
More than 18 months, up to 24 months or less	12 weeks

Appeal process

- 16.12. A staff member who has served more than 12 months' probation may appeal against a decision made under sub-clause 16.10 to terminate their employment.
- 16.13. The staff member must lodge an appeal with the Executive Director, People and Culture (or nominee) within 5 working days of notification of the decision. The written appeal must be in sufficient detail to enable understanding why the staff member believes the University has failed to follow proper process.
- 16.14. Nothing in this Clause will affect the ability of the University to terminate a staff member once notice has been issued in accordance with sub-clause 16.11.
- 16.15. On receipt of an appeal, the University will establish an Appeal Committee (**the Committee**) within five working days. Membership of the Committee will be as follows:
- (a) one external person, independent and external to the University who has the relevant industrial relations knowledge and experience (drawn from a list of Chairpersons agreed between the parties to this Agreement within three months of the commencement of this Agreement), and will be the Committee Chairperson; and
 - (b) one UTS staff member nominated by the Vice-Chancellor (or nominee); and
 - (c) one UTS staff member nominated by the relevant Union (the staff member requesting the review will select either the NTEU or the CPSU as the relevant Union).
- 16.16. The role of the Committee will be to report on whether the procedural steps of this Clause were followed.
- 16.17. The Committee:
- (a) will review details provided by the staff member in their written appeal;
 - (b) will review written submissions from the University outlining the process that led to the termination of employment notification;
 - (c) will allow the staff member to respond to any documentation submitted to the Committee by the University;
 - (d) will allow the University to respond to any documentation submitted to the Committee by the staff member; and
 - (e) may seek further material or a meeting with either party, if the Committee considers it necessary.
- 16.18. The Committee will provide a report to the Vice-Chancellor (or nominee) who will consider the report and determine if:
- (a) the staff member's employment will be confirmed;
 - (b) the staff member's probation will be extended for a further period; or
 - (c) the decision to terminate the staff member's employment will stand.

Other matters

- 16.19. The action of the Vice-Chancellor (or nominee) 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.

17 WORKPLANNING AND REVIEW

Application

17.1. All continuing and fixed-term staff will participate in the workplanning and review process in accordance with this Clause and University guidelines.

Principles

17.2. The supervisor in consultation with the staff member will prepare an annual workplan which will document planned activities, performance expectations, development plans and leave arrangements.

17.3. Agreement to the annual workplan will not be unreasonably withheld by the staff member.

17.4. The workplanning and review process is designed to:

- (a) ensure performance expectations and workloads are reasonable, transparent and appropriate to the staff member's classification, level of appointment, appointment fraction, and that relevant support is available;
- (b) discuss feedback in relation to performance, including recognition of positive aspects of performance and opportunities for improvement;
- (c) discuss the staff member's skills development, professional and career development goals (within the context of the work area and University priorities) to identify any relevant opportunities for development and the support that may be provided;
- (d) be a mechanism for supervisors to discuss, plan and manage leave arrangements with their staff, including how the supervisor will facilitate workload requirements in order for the staff member to take their leave;
- (e) discuss changes to priorities and in relation to academic staff, the career profile or pattern of academic workload; and
- (f) discuss other personal and work issues that may impact on work performance.

17.5. Outside work will not form part of a staff member's workplan. The University's *Outside Work Policy* sets out the arrangements for staff who undertake paid or unpaid outside work.

18 REQUESTS FOR FLEXIBLE WORKING ARRANGEMENTS

Principles

18.1. Any continuing or fixed-term staff member may request a flexible working arrangement.

18.2. A flexible working arrangement may involve a change in hours of work, pattern of work or location of work (including requests to work remotely or on Indigenous Country).

18.3. The University is supportive of staff working flexibly in hybrid working arrangements (working part week on-campus and part week remotely from an off-campus location).

18.4. The operating requirements of some positions and client/ student facing work areas cannot be performed effectively off-campus.

18.5. The workplace is any location where staff complete work for UTS, and the legislative and University work health and safety conditions for both UTS and staff apply equally to on-campus work and off-campus work locations.

18.6. The provisions of this Clause are not intended to limit the operation or University's obligations under the NES in any way.

Change in hours of work or pattern of work

18.7. Requests for change in hours of work or pattern of work may include:

- (a) flexible working hours;
- (b) part-time work;
- (c) job-sharing; and/or
- (d) changes to the number of ordinary hours worked each day and/or pattern of work days.

Changes to location of work

18.8. Requests for changes to location of work (including requests to work remotely or on Indigenous Country) will be subject to the following conditions:

- (a) staff may be required to undertake activities, including attending meetings, on-campus from time to time;
- (b) staff must have access to reliable internet at their off-campus work location; and
- (c) unless otherwise agreed in writing with their supervisor, professional staff are unable to work additional hours accordance with Clause 72 (Flexitime) while working off-campus.

Process

18.9. The staff member's request for a flexible working arrangement must be in writing to their supervisor, setting out:

- (a) the details and duration of the proposed arrangement; and
- (b) the reason for the request.

18.10. The staff member may be asked by the University to provide additional information relevant to considering the request.

18.11. A request for a flexible work arrangement may only be declined by the supervisor on reasonable business grounds. Such reasonable business grounds may include:

- (a) that the requested working arrangements could not be achieved within the operating budget for the work area;
- (b) that it would be impractical to change the working arrangements of other staff, or recruit new staff, to accommodate the requested working arrangements;
- (c) that the requested working arrangements would be likely to have a negative impact on service delivery, efficiency, performance or productivity for the work area;
- (d) that the requested working arrangement would negatively impact the way the University wishes to organise its delivery of service; or
- (e) due to health and safety considerations.

18.12. Should a request for a flexible working arrangement be declined, the University will provide the staff member with reasons for the decision in writing within two weeks of receiving such a request.

18.13. The supervisor, or staff member, may propose an alternative flexible working arrangement for consideration.

18.14. The staff member and their supervisor will discuss the effectiveness of the flexible working arrangement on a regular basis to confirm that the arrangement continues to meet the needs of both the staff member and the University.

18.15. If a flexible working arrangement ceases to meet the needs of the staff member, the University or both, the arrangement can be terminated by either the staff member or the University with four weeks' notice.

18.16. If a staff member is experiencing family or domestic violence, no notice will be required for the staff member to terminate a flexible working arrangement immediately.

Other Matters

18.17. Nothing in this Clause prevents an informal arrangement between a staff member and a supervisor for a flexible working arrangement.

19 PROVISION OF PERSONAL INFORMATION

19.1. A staff member may wish to access leave or other flexible working arrangements 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.

19.2. Staff are expected to normally discuss their relevant personal circumstances with their supervisor. However, staff may choose to discuss such matters with the Executive Director, People and Culture (or nominee) or the Director, Equity, Diversity and Inclusion instead.

19.3. Where the staff member chooses to discuss personal information with the Executive Director, People and Culture (or nominee) or Director, Equity, Diversity and Inclusion, only general information sufficient to allow the supervisor to fulfil their decision-making responsibilities will be disclosed to the staff member's supervisor.

20 ACADEMIC FREEDOM AND FREEDOM OF EXPRESSION

20.1. '**Academic freedom**' is described in the *Academic Freedom and Freedom of Expression Policy* as the right, without fear of harassment, intimidation or unfair treatment, 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 student societies, and engage in community service;
- (f) participate in public debates in a private or personal capacity;
- (g) express opinions about the University, its management and its operations; and
- (h) in the case of academic staff specifically, teach, assess and develop curricula within agreed collegial Faculty processes.

20.2. The valid exercise of a staff member's academic freedom and freedom of expression will not constitute misconduct or serious misconduct as provided by Clause 49 of this Agreement, and will not be subject to disciplinary action.

21 RIGHT TO DISCONNECT

21.1. Staff will not be expected to respond to telephone, email or similar contact outside of their ordinary hours of work in the case of professional staff and prescribed hours in the case of academic staff except:

- (a) pursuant to a relevant Clause of this Agreement such as during any period of authorised overtime or on-call arrangement (for professional staff);
- (b) one hour before or after delivery of a scheduled class (for academic staff) and in accordance with Clause 62 (Individual Workload Allocation); or
- (c) in the case of a genuine emergency, such as for example, serious and imminent risk to staff, students or major university equipment.

21.2. For the purposes of this Clause, '**prescribed hours**' does not give rise to any implication of attendance time or working hours for academic staff.

22 ABSENCE FROM DUTY

22.1. 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.

22.2. 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.

23 RESIGNATION

23.1. '**Resignation**' means and refers to a decision of a staff member covered by this Agreement to cease employment with the University on a specified date. The term resignation also means and refers to the retirement of a UTS staff member.

23.2. The period of notice a staff member is required to provide the University is determined by the classification of a staff member's position and level of appointment. The minimum notice period is as follows:

Position classification and level	Period of notice
Academic level A	At least one month
Academic levels B to E	At least three months
Professional HEW 1 to HEW 5	At least two weeks
Professional HEW 6 to HEW 10	At least one month

23.3. The period of notice may be reduced if mutually agreed between a staff member and their supervisor.

Abandonment of Employment

23.4. It is reasonable for the University to conclude that a staff member does not want to work for the University anymore and has abandoned their employment if they have not attended work for five sequential working days without explanation.

- 23.5. The University will attempt to contact the staff member by mail, email or other electronic means requiring the staff member provide a valid reason in writing for the absence within a further five working days.
- 23.6. Should the staff member fail to provide the University with a reasonable explanation for their absence, as outlined in sub-clause 23.5, the University will accept their resignation and the People and Culture Unit will facilitate the termination of their employment. The staff member's last day on duty will be considered their last day of employment with the University. For clarity, the staff member will not be eligible for any payment in lieu of notice.

24 TERMINATION OF EMPLOYMENT

- 24.1. Action by the University to terminate the employment of a staff member will only be in accordance with the relevant provisions of the following Clauses:
- (a) Clause 16 (Probation);
 - (b) Clause 23 (Resignation);
 - (c) Clause 27 (Fixed-term Appointment);
 - (d) Clause 28 (Casual Appointment);
 - (e) Clause 29 (Contract Research Employment);
 - (f) Clause 50 (Disciplinary Action);
 - (g) Clause 54 and sub-clause 53.10 (Voluntary Separation);
 - (h) Clause 55 (Retrenchment);
 - (i) Clause 58 (Separation from Employment on Medical Grounds).

Part C

Appointment Categories

PART C – APPOINTMENT CATEGORIES

25 MULTIPLE APPOINTMENT LIMITATIONS

- 25.1. The University will employ staff on terms that will correspond with one of the types of appointment described at Clause 26 (Continuing Appointment), Clause 27 (Fixed-term Appointment), Clause 28 (Casual Appointment) or Clause 29 (Contract Research Employment).
- 25.2. At any point in time a person can be employed on either one continuing appointment, one fixed-term appointment or one Contract Research Employment (CRE) appointment. However, nothing in this Clause prevents a staff member from engaging in additional work on a casual basis in addition to their continuing, fixed-term or CRE appointment.
- 25.3. Multiple appointments must not exceed 1.2 FTE or 42 hours per week.
- 25.4. Nothing in this Clause affects the validity or operation of any appointment that was entered into before the commencement of this Agreement.

26 CONTINUING APPOINTMENT

- 26.1. A continuing appointment is made where the nature of the work is ongoing and is for an indefinite period.
- 26.2. A continuing appointment may be made on a full-time or part-time basis (including part-year appointments).

27 FIXED-TERM APPOINTMENT

- 27.1. A fixed-term appointment is employment for a specified term or ascertainable period where the contract of employment will specify the starting and finishing dates of that employment. The contract of employment will also, as appropriate, specify the circumstance(s) or contingency that will trigger the expiry of the term of employment in lieu of the finishing date. However, during the term of employment, the contract is not terminable by the University other than:
 - (a) during a probation period in accordance with Clause 16; or
 - (b) as a result of disciplinary action in accordance with Clause 50; or
 - (c) separation from employment on medical grounds in accordance with Clause 58.
- 27.2. The University is committed to limiting the use of fixed-term employment to situations that are genuinely temporary and the University will offer continuing employment wherever possible. The University will inform fixed-term staff members in writing, upon appointment, about the provisions of this Agreement in relation to conversion from fixed-term appointment to continuing.
- 27.3. A fixed-term appointment may be made on either a full-time or part-time basis (including part-year appointments).
- 27.4. For the purpose of determining the entitlements of staff employed on fixed-term appointments, breaks between fixed-term appointments of less than 12 weeks will not constitute breaks in continuous service.
- 27.5. The use of fixed-term appointments will be limited to one of the circumstances listed below:

- (a) to perform work on a specific definable task or project where the work is not ongoing in nature, and the 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, including research grants, where the funds are not part of the operating grant or from fees paid on behalf of or by students;
 - (c) to backfill a position for a specified period, for another staff member who is expected to return to that position;
 - (d) to perform teaching and/or subject coordination work as a result of phasing out or discontinuing an existing program of teaching and/or research, or where there is an unanticipated change in student load and the ongoing demand is uncertain or unascertainable at the time of appointment, in which case fixed-term employment may be provided to a person for a period of up to two years;
 - (e) to work in a new organisational area, function or program where the prospective need or demand is uncertain or unascertainable at the time of appointment, in which case fixed-term employment may be provided to a person for a period of up to two years;
 - (f) where a continuing staff member declares that it is their intention to retire, a fixed-term contract expiring on the relevant retirement date may be adopted as the appropriate appointment category for a period of up to two years. In the event that the University requires the staff member's employment to cease earlier than the date specified in the fixed-term contract, the balance of the fixed-term contract will be paid out unless the termination is a result of disciplinary action or separation from employment on medical grounds;
 - (g) where a person is enrolled as a student, employment under a fixed-term contract may be adopted as the appropriate appointment category for work activity not within the description of another circumstance in the preceding paragraphs of this sub-clause, that is work 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, provided that:
 - i. a fixed-term appointment will 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; and
 - ii. an offer of fixed-term employment must not be made on the condition that the person offered the employment undertake the studentship.
 - (h) For the purposes of a training arrangement (such as an apprenticeship, traineeship or internship) in the case of professional staff only.
- 27.6. Should the same or substantially similar position and identically classified position in the same department (or equivalent) continue to be required by the University on a fixed-term basis, the staff member will be offered a subsequent fixed-term appointment if the staff member has performed satisfactorily in that position, subject to the provisions of sub-clause 27.7.
- 27.7. Fixed-term employment in the same or substantially similar position and identically classified position in the same department (or equivalent) may only exceed two years in the following circumstances:
- (a) in accordance with sub-clause 27.5 (a) in relation to a specific definable task or project;

- (b) in accordance sub-clause 27.5 (b) where the external funding is payable for more than two years, to a maximum of five years in the case of research grants;
- (c) in accordance with sub-clause 27.5 (c) during the temporary absence of another staff member;
- (d) in accordance with sub-clause 27.5 (h) in relation to a training arrangement (such as an apprenticeship, traineeship or internship); or
- (e) where otherwise provided for in the FW Act in relation to the regulation of fixed-term appointments.

Fixed-term employment conversion

27.8. Within six months of this Agreement taking effect, the University will undertake a review of existing fixed-term contracts and convert those that satisfy the requirements of the fixed-term employment conversion provisions outlined in sub-clause 27.9 - 27.10.

27.9. A staff member employed on a fixed-term contract will be offered continuing appointment in the same or substantially similar position and identically classified position in the same department (or equivalent), provided that the following criteria are met:

- (a) the period of fixed-term employment, which may be consecutive fixed-term appointments, is two or more continuous years in the same or substantially similar and identically classified position(s) in the same department (or equivalent); and
- (b) the staff member has performed satisfactorily in that position.

27.10. The University will not be required to offer conversion where it can demonstrate that there is no requirement for the duties of that position, or a substantially similar position, to be undertaken on an ongoing basis.

27.11. Notwithstanding the above, where a staff member believes they meet the criteria specified in sub-clause 27.9 and requests conversion to continuing employment, the University will provide the staff member with a written outcome within four weeks which will:

- (a) confirm the conversion; or
- (b) explain why the staff member does not meet the criteria specified in sub-clause 27.9 and/ or demonstrate that the duties are not required on an ongoing basis in accordance with sub-clause 27.10.

Fixed-term notice

27.12. A fixed-term appointment does not carry any entitlement to further employment.

27.13. A fixed-term staff member will be provided with at least five weeks written notice prior to the termination of a fixed-term appointment.

Fixed-term severance pay

27.14. Severance pay is not applicable:

- (a) where a staff member leaves the University after completing a fixed-term appointment that was offered in the circumstances described at sub-clause 27.5 (c), (f), (g) and (h);
- (b) where a staff member leaves the University in accordance with Clause 16 (Probation);
- (c) where a staff member leaves the University in accordance with Clause 23 (Resignation);

- (d) where a staff member leaves the University in accordance with Clause 50 (Disciplinary Action); or
- (e) where a staff member leaves the University in accordance with Clause 58 (Separation from Employment on Medical Grounds).

27.15. In all other cases, severance pay is applicable for a fixed-term staff member who:

- (a) has been employed on two or more consecutive fixed-term appointments for up to two years or more; and
- (b) is not offered a subsequent appointment of any type upon expiry of their fixed-term appointment.

27.16. Where applicable, severance is paid in accordance with the following scale:

Period of continuous years of fixed-term service	Severance pay
The completion of up to two years	four weeks
More than two years and the completion of up to three years	six weeks
More than three years and the completion of up to four years	seven weeks
The completion of more than four years	eight weeks

27.17. For the purpose of determining the period of continuous years of fixed-term service:

- (a) Breaks between fixed-term appointments of less than 12 weeks will not constitute a break in continuous service;
- (b) Where a period of casual employment greater than 12 weeks occurs between fixed-term appointments, the period of casual employment will not constitute a break in continuous service;
- (c) Any periods of casual employment will not count in the calculation for years of service; and
- (d) Periods of unpaid leave, except for any periods of sick leave without pay of less than six months in accordance with sub-clause 39.7 or any periods of unpaid parental leave in accordance with sub-clause 44.6, do not count in the calculation for years of service.

Other matters

27.18. Nothing in this Clause affects the validity or operation of any appointment that was entered into before the commencement of this Agreement.

28 CASUAL APPOINTMENT

- 28.1. The University is committed to limiting the use of casual employment to circumstances where the work is genuinely temporary, irregular or of an intermittent nature. The University will inform casual staff members in writing, upon appointment, about the relevant provisions of this Agreement in relation to conversion from casual appointment to continuing.
- 28.2. Within six months of this Agreement taking effect, the University will organise its workforce so that the use of use of casual employment will be limited to the following circumstances:
 - (a) short term engagement(s) which on reasonable grounds at the time of engagement, is/are not expected to be renewed in the foreseeable future (such as to cover the absence of an employee, a sudden and unexpected, or seasonal increase in employment requirements);
 - (b) an engagement to perform some or all of the work of a vacant position which has been advertised on a continuing or fixed-term basis and is pending appointment or

commencement of the successful candidate. Casual employment in this category will be limited to 3 months in respect of each such vacancy;

- (c) work, which is intermittent and unpredictable and where, as a question of contract and fact, the staff member may refuse or accept each day's work without disadvantaging their prospect of further engagement;
- (d) work provided to a UTS student;
- (e) emergency employment of a short-term nature to cover unexpected demands such as a natural disaster, health emergency or like necessity;
- (f) specialised employment of a person with unique skills or attributes which can only be obtained on a casual basis, and including the provision of industry, disciplinary, professional or clinical experience to teaching programs; and
- (g) employment of a person who has informed the University that they would prefer to be engaged on casual appointment(s).

28.3. Casual staff will be provided with access to the facilities and resources necessary to perform their duties.

28.4. A casual appointment may be terminated by either the University or the staff member on one hour's notice.

29 CONTRACT RESEARCH EMPLOYMENT (CRE)

Eligibility for conversion to CRE

29.1. A staff member performing 'research-only' functions employed on a fixed-term appointment in accordance with sub-clause 27.5 (b) for three or more continuous years (noting that breaks between fixed-term appointments of less than 12 weeks will not constitute a break in continuous service) in the same or substantially similar position(s), will be converted to Contract Research Employment (CRE) unless:

- (a) there is a reasonable expectation that work the staff member is performing will cease within the following two years, and there is, on the balance of probabilities, no other work of that type which is likely to be available to the staff member; and/or
- (b) the staff member's performance has not been satisfactory.

29.2. A staff member appointed to a CRE position will be treated in all respects as a continuing staff member except that the notice, severance pay and other arrangements set out in sub-clause 29.7 - 29.15 will apply instead of those that would normally apply to continuing staff. For clarity, the provisions of the following Clauses do not apply to CRE staff:

- (a) Clause 53 (Redeployment),
- (b) Clause 54 (Voluntary Separation); and
- (c) Clause 55 (Retrenchment).

Principles of CRE

29.3. A staff member appointed to a CRE position may be assigned from project to project, or may be deployed on a range of projects, performing 'research-only' functions to meet the research needs of the University.

29.4. Any such periods of assignment will be in writing and will specify the duties to be performed, the reporting relationships and the duration of the assignment, as determined by the expected length of the relevant project. A staff member may hold more than one assignment at the same time, where they are assigned to different projects.

- 29.5. CRE staff will have one assigned supervisor for the purposes of ensuring a healthy and safe workload allocation, the conduct of workplanning and review processes in accordance with Clause 17, and all other supervisory responsibilities.
- 29.6. In assigning a staff member to a project, the University will have regard to the skills, qualifications and experience of the staff member, and as far as is practicable, will also have regard to the staff member's preferences. The staff member and the University will both actively seek appropriate periods of assignment to projects in order to maintain continuity of work.

Severance arrangements for CRE staff

- 29.7. A staff member will be provided with eight weeks' notice of the intention to terminate the employment relationship (or payment in lieu of notice).
- 29.8. Notification of the intention to terminate the employment relationship may only be given if, on the balance of probabilities, that there will be no CRE work to which the staff member can reasonably be assigned at the end of the eight week notice period.
- 29.9. Once written notification of the intention to terminate the employment relationship has been issued, the University will withdraw the notice within the first four weeks if appropriate CRE work has become available.
- 29.10. On termination of the employment relationship, a CRE staff member will receive a severance payment of two weeks for each completed year of service with the University to a maximum of 26 weeks' pay.
- 29.11. For the purpose of determining completed years of service:
- (a) Breaks between fixed-term appointments of less than 12 weeks will not constitute a break in continuous service;
 - (b) Breaks between fixed-term appointments where a casual appointment greater than 12 weeks occurs between fixed-term appointments, the period of casual employment will not constitute a break in continuous service;
 - (c) Any periods of casual employment will not count in the calculation for years of service; and
 - (d) Periods of unpaid leave, except for any periods of sick leave without pay of less than six months in accordance with sub-clause 39.7 or any periods of unpaid parental leave in accordance with sub-clause 44.6, do not count in the calculation for years of service.
- 29.12. All payments will be calculated using the staff member's base rate of pay (as defined in sub-clause 3.4) and the service fraction will be pro-rated over the staff member's entire eligible service period.
- 29.13. Entitlements in the form of accrued annual leave and long service leave (if applicable) will also be paid at the cessation of the staff member's employment with the University.
- 29.14. The final payment will be made in the first regular pay cycle following the staff member's cessation of employment.
- 29.15. In order to prevent the termination of a CRE staff member's employment, the staff member may agree to be temporarily appointed to a position performing work other than 'research-only' functions, where a suitable vacant position exists, until further 'research-only' work is available for a period of up to 12 months. At the end of the appointment period, if there is no suitable 'research only' work available the provisions of sub-clause 29.10 will apply.

Other matters

29.16. Where a person who has been converted to CRE (as described above) is appointed to a continuing position, other than a CRE position, the provisions of this Clause will cease to apply to them.

29.17. In addition to the conversion to CRE (as described above), the University may advertise and appoint staff directly to CRE positions.

Part D

Salaries and Related Matters

PART D – SALARIES AND RELATED MATTERS

30 BASE RATES OF PAY AND PAY INCREASES

Rates of pay

- 30.1. The base rates of pay for full-time UTS staff covered by this Agreement will be as contained in **Schedule 1** and **Schedule 3**. Part-time and part-year staff will be paid pro-rata based on the appropriate full-time base rate of pay.
- 30.2. A casual staff member will be paid the applicable base rate of pay provided for in **Schedule 2** and **Schedule 4** of this Agreement. These rates include a loading of 25% that is paid in compensation for the casual nature of the appointment and in lieu of sick leave, annual leave and other forms of paid leave provided in this Agreement that casual staff members are ineligible for.
- 30.3. All base rates of pay contained in this Agreement are inclusive of annual leave loading entitlements.
- 30.4. The University may employ apprentices and/ or trainees, that are regulated by government and established under a Training Contract, to combine on-the-job practical training and formal training with an authorised training provider.
- 30.5. Apprentices employed by the University in accordance with sub-clause 30.4 will be paid a proportion of the base rate of pay prescribed in **Schedule 3**, starting at HEW Level 3.1, as follows:

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

- 30.6. Trainees employed by the University in accordance with sub-clause 30.4 will be paid a proportionate amount relevant to the level of work required in accordance with **Schedule 3**, considering periods away from work due to training.
- 30.7. 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 Supported Wage System (SWS).

Pay increases

- 30.8. Base rate of pay increases will be payable to UTS staff covered by this Agreement on, or after, FWC approval of this Agreement and are payable from the beginning of the first pay period, on or after the date indicated:

Date	Increase %
1 November 2021 (Admin)	1%
1 May 2022 (Admin)	1%
1 November 2022 (Admin)	1.75%
1 May 2023	2.25%
1 November 2023	2.25%
1 May 2024	1.75%
1 November 2024	1.75%
1 March 2025	1.5%
1 August 2025	1.5%

31 SUPERANNUATION

- 31.1. The University will nominate UniSuper as the default superannuation fund for new staff covered by this Agreement, to the extent permitted by law and unless the staff member has a stapled fund.
- 31.2. Superannuation contributions made by UTS and/or a staff member are subject to the terms of the relevant superannuation fund and relevant legislation, as varied from time to time.
- 31.3. The University will make superannuation contributions at the rate of 17% of the base rate of pay for continuing and fixed-term staff.
- 31.4. For continuing and fixed-term staff who are UniSuper defined benefit members, the University will make superannuation contributions at the rate of 17% salary as defined in UniSuper's Trust Deed or such other rate permitted under UniSuper's Trust Deed.
- 31.5. UTS will make superannuation guarantee contributions (SGC) on the base rate of pay for casual staff.
- 31.6. Provided that UniSuper's Trust Deed allows it, a continuing or fixed-term staff member who is a UniSuper defined benefit member may, for periods of authorised leave without pay, request that superannuation contributions continue while they are on leave without pay. Any such contributions will be fully funded by the staff member.
- 31.7. Staff will be permitted reasonable paid time off for the purpose of attending:
 - (a) individual financial advice services provided by UniSuper; and/or
 - (b) on-campus or virtual information and briefing sessions on UniSuper products and services.
- 31.8. Staff who are UniSuper Consultative Committee members will be allowed reasonable paid time during working hours to attend UniSuper Consultative Committee meetings and Roadshow events.

32 REPAYMENT OF MONIES

- 32.1. Notwithstanding any other provisions of this Agreement, the University may recover from a staff member during their employment or at the date of termination of employment, any outstanding debts, overpayments of salary or allowances or the monetary value of items of equipment issued and not returned by the staff member.
- 32.2. Prior to instigating the recovery of any monies, the staff member will be provided with written notice of the:
 - (a) reason for the overpayment;
 - (b) a calculation outlining the components of the outstanding debt;
 - (c) amount to be recovered; and
 - (d) the pay date that the deduction will be made.
- 32.3. The staff member will have the right to propose a reasonable repayment plan in response to the written notice referred to in sub-clause 32.2 if the amount to be repaid is greater than the staff member's normal fortnightly pay.
- 32.4. As far as is practicable, the outstanding debt must be repaid within the period of the income tax year.

Part E

Diversity and Inclusion

PART E – DIVERSITY AND INCLUSION

33 PROMOTING DIVERSITY AND INCLUSION

- 33.1. UTS recognises the benefits that diversity brings to our workplace and our culture. The University continues to integrate diversity and inclusion principles into University policies, procedures, decisions and operations.
- 33.2. The parties will act collaboratively to advance appropriate workplace behaviours and address instances of discrimination, harassment, assault and bullying in the workplace. The University will continue to promote awareness of the University's *Code of Conduct and Equity, Inclusion and Respect Policy*.
- 33.3. The University is committed to promoting a shared understanding of healthy and respectful relationships, particularly in relation to consent, and aims to create a campus culture of zero tolerance of sexual assault and sexual harassment.
- 33.4. The University will support and promote an inclusive and safe environment for all LGBTIQ+ staff.
- 33.5. The University will implement strategies designed to equalise career opportunities for women and other culturally diverse groups at UTS. The University will monitor and report on career equity issues within UTS and is committed to the development and implementation of appropriate strategies to remedy identified problems.
- 33.6. In determining pay relativities, the average of all components of remuneration packages (including base rates of pay, loadings and allowances) of staff in each group will be compared. The University will monitor and report on pay equity issues within UTS and is committed to the development and implementation of appropriate strategies to remedy identified problems.
- 33.7. The University understands the unique and valuable contribution people with disability bring to our work and our community. The University is committed to making reasonable workplace adjustments to assist staff with a disability to be able to work safely and productively. The University will monitor and report on access and equity for staff with disabilities within UTS and is committed to the development and implementation of appropriate strategies to remedy identified problems.

34 DIGNITY AND RESPECT AT WORK

Definitions

- 34.1. Terms used in this Clause have the following meanings:
 - (a) **adverse behaviours** collectively means unlawful discrimination, harassment, sexual harassment, sexual assault, gendered violence, vilification, victimisation, and work-related bullying;
 - (b) **gendered violence** means any behaviour, action, system, or structure that causes physical, sexual, psychological, or economic harm to a worker because of their sex, gender identity, sexual orientation, or because they do not adhere to dominant gender stereotypes;
 - (c) **sexual harassment** means any unwanted or unwelcome sexual behaviour which makes a person feel offended, humiliated, or intimidated;
 - (d) **work-related bullying** means repeated, and unreasonable behaviour directed towards a worker or a group of workers that creates a risk to health and safety, but does not include reasonable management action carried out in a reasonable manner.

Examples

34.2. Examples of gendered violence may include, but are not limited to:

- (a) violence directed at women because they are women;
- (b) violence experienced by a person because they identify as LGBTIQ+; or
- (c) witnessing gendered violence directed at someone else, such as a co-worker.

34.3. Examples of sexual harassment may include, but are not limited to:

- (a) unwelcome physical contact of any kind;
- (b) stalking, intimidation, and/or threats;
- (c) the use of sexualised language, including suggestive comments or jokes; or
- (d) the display of sexual imagery.

34.4. Examples of work-related bullying may include, but are not limited to:

- (a) aggressive and intimidating conduct;
- (b) belittling or humiliating comments;
- (c) spreading malicious rumours; or
- (d) exclusion.

Principles

34.5. The University respects and values its staff, the diversity of its workforce, and the right for staff to work in an environment free from adverse behaviours. The University is committed to creating and maintaining a working environment of dignity, mutual respect, and inclusion.

34.6. The University and its staff recognise that they have obligations under:

- (a) Federal and State anti-discrimination legislation; and
- (b) the *Work Health and Safety Act 2011 (NSW)*.

34.7. Adverse behaviours will not be tolerated at UTS and will be subject to the provisions of Clause 49 (Misconduct and Serious Misconduct) and Clause 50 (Disciplinary Action).

34.8. The University will provide information and training on identifying and preventing adverse behaviours in staff development programs for all staff (including those senior staff members who are excluded from the application of this Agreement) and will review associated policies in accordance with the University's policy framework, as amended or replaced from time to time.

Part F

Indigenous Employment and Related Matters

35 INDIGENOUS EMPLOYMENT, CAPABILITY CONTRIBUTION AND PROFESSIONAL DEVELOPMENT

Definitions

- 35.1. **'Aboriginal Englishes'** means varieties of Australian English spoken by Aboriginal people and which may vary across Australia. Aboriginal Englishes may incorporate words from traditional Indigenous Australian languages, New Indigenous Australian languages, and English words or expressions not commonly used by the broader Australian population in the present day. Aboriginal Englishes may also include particular accents, ways of speaking, grammar and sentence structure that differ from Standard Australian English and which are readily recognisable to other Indigenous Australian people.
- 35.2. **'Cultural load'** means, but is not limited to the following expectations placed on Indigenous Australian staff members:
- (a) that they undertake Indigenous-related work that is not a fundamental requirement of their role (for example, as Associate Deans (Indigenous) or participation as an Indigenous member of a University committee, including membership on the Wingara Indigenous Employment Committee), but which is additional to their standard duties, and which non-Indigenous colleagues are not required to undertake;
 - (b) that they educate non-Indigenous colleagues on about racism, Indigenous issues, and Indigenous Australian people, history and culture(s); and
 - (c) that they speak on behalf of all Indigenous Australian people.
- 35.3. **'New Indigenous Australian languages'** are languages that have formed since 1788 from language contact between speakers of English and traditional Indigenous Australian languages. New Indigenous Australian languages have historical influence from their source languages, including English, but they are not automatically understood by Standard English speakers.
- 35.4. **'Indigenous Australian language'** means an original Aboriginal or Torres Strait Islander traditional language spoken prior to colonisation and New Indigenous Australian languages developed since then, but excludes Aboriginal Englishes.
- 35.5. **'Indigenous unit'** refers to the Office of the Pro Vice-Chancellor (Indigenous Leadership and Engagement), Jumbunna Institute for Indigenous Education and Research, and/or Indigenous-focused research hubs or similarly Indigenous-focused centres, groups or units within the University.

Principles

- 35.6. UTS recognises that Indigenous identity, and the skills, experience, and knowledge it brings, is a genuine professional qualification for Indigenous-identified positions. Increasing the University's Indigenous capacity (through growing Indigenous Australian employment) is fundamental to achieving the strategic commitment to excellence in Indigenous higher education, research, community engagement and employment.
- 35.7. The University's vision is to create a place where all Indigenous Australians can access education and employment, and be supported to succeed. This includes:
- (a) acknowledging the challenges faced by Indigenous Australians and recognition of cultural obligations and cultural load of our Indigenous Australian staff;
 - (b) respecting and valuing the unique contribution of Indigenous Australian staff within the University community; and

- (c) providing access to opportunities for professional development and for Indigenous Australian staff to advance their career at UTS.

Wingara Indigenous Employment Committee

- 35.8. The Wingara Indigenous Employment Committee oversees and advises on the development and implementation of Indigenous employment initiatives across UTS, in line with the *Wingara Indigenous Employment Strategy* which also sets out the UTS Indigenous employment target. The UTS Indigenous employment target is 3% of full-time equivalent (FTE) continuing and fixed-term staff, and the University will make best endeavours to employ at least 100 FTE continuing and fixed-term staff who are Indigenous Australian people within the life of the Agreement.
- 35.9. The University will make available two seats for Indigenous NTEU representatives and two seats for Indigenous CPSU representatives on the Wingara Indigenous Employment Committee.
- 35.10. The Wingara Indigenous Employment Committee will:
- (a) consider, develop and progress Indigenous employment across UTS;
 - (b) recommend, coordinate and implement practical initiatives aimed at progressing Indigenous employment across UTS, via the *Wingara Indigenous Employment Strategy*; and
 - (c) provide advice or action as appropriate any relevant matters referred to it by the Vice-Chancellor's Indigenous Strategies Committee.

Indigenous Australian language allowance

- 35.11. Where an Indigenous Australian staff member is proficient in one or more New Indigenous Australian languages or Aboriginal Englishes and Indigenous Australian language, and is required to use at least one of those languages in the course of their employment, the staff member will be paid an Indigenous language allowance as set out in sub-clause 35.12. For the purposes of this sub-clause, '**proficiency**' means possessing a level of ability for the ordinary purposes of general business, conversation, reading and writing. The staff member will be able to perform all or part of the work required in the relevant Indigenous language.
- 35.12. Indigenous Australian language allowance of \$4,200 per annum and the requirement for use of an Indigenous Australian language will normally be agreed in advance and documented in the staff member's workplan.

Cultural load

- 35.13. The University acknowledges that Indigenous Australian staff may at times bear an additional, and sometimes unrecognised, cultural load within a workplace where there are few or no other Indigenous people. This cultural load will be minimised wherever possible and will be recognised within an Indigenous Australian staff member's workload and workplan. The increased cognitive and emotional demands of such cultural load will also be acknowledged and addressed by the University.
- 35.14. The University recognises that Indigenous Australian staff – both within and outside Indigenous units – may be exposed to greater psychosocial risk in the course of their work. The University will commit to timely and appropriate intervention whenever they are made aware of exposure to this risk.
- 35.15. To acknowledge psychosocial risk and to further mitigate the impacts of cultural load, Indigenous Australian staff will be provided with three additional days personal leave per

calendar year if the staff member's request is supported by their supervisor. This leave is not cumulative and is in addition to the personal leave entitlements provided at Clause 40 of this Agreement.

Cultural leave

35.16. The University recognises that Indigenous Australian staff are more likely to have greater personal, cultural and/or ceremonial responsibilities, and community obligations than non-Indigenous staff. Examples include, but are not limited to:

- (a) increased caring responsibilities for friends, relatives, and others in extended kinship networks;
- (b) attending and/or playing a particular role at cultural and ceremonial events, including funerals and memorial services of Indigenous community members and NAIDOC Week celebrations;
- (c) serving on Indigenous advisory councils and boards; and
- (d) supporting or participating in the activities of Indigenous community organisations.

35.17. The University provides 10 days paid leave per calendar year (pro-rata in the case of part-time or part-year staff) to continuing and fixed-term Indigenous Australian staff to meet the obligations under sub-clause 35.16. This leave is not cumulative and is in addition to other forms of leave specified in this Agreement.

35.18. In recognition of the wider kinship networks as detailed in sub-clause 35.16, and the historically poorer health outcomes and higher mortality rates of Indigenous people, Indigenous Australian staff may be granted an additional three days of personal leave per calendar year in the case of bereavement. This leave is not cumulative and is in addition to the personal leave entitlements provided at Clause 40 of this Agreement.

Part G

Leave and Related Matters

PART G – LEAVE AND RELATED MATTERS

36 PUBLIC HOLIDAYS

- 36.1. The days on which public holidays will be observed are those gazetted as a public holiday or as proclaimed by the Governor of New South Wales as a public holiday to be observed throughout the whole of the State or a region of the State.
- 36.2. A staff member who is asked by the University, and the staff member agrees, to work on a public holiday will be provided with an alternative day off, to be taken at a time agreed with their supervisor. In these circumstances overtime in accordance with Clause 75 (Overtime) will not be payable for working on a public holiday.
- 36.3. The University may approve requests from individual staff members to work on a public holiday in exchange for an alternative day off, to be taken at a time agreed with their supervisor. In these circumstances overtime in accordance with Clause 75 (Overtime) will not be payable for working on a public holiday.

37 ANNUAL LEAVE

Principles

- 37.1. The parties recognise that taking annual leave each year is important to maintain staff wellbeing and to promote a healthy workplace. Staff have a right to take annual leave and supervisors will discuss their staff member's annual leave plans with them in the context of their annual workplan in accordance with sub-clause 17.4.
- 37.2. Supervisors are responsible for making any necessary arrangements to manage operational requirements to enable the staff member to take annual leave without the expectation to perform any work while they are on annual leave and not be expected to perform an increased workload on return to the workplace.
- 37.3. A staff member may take leave as it accrues, subject to their supervisor's approval of the start and completion dates of that leave. Supervisors will approve leave requests as soon as practicable after the request is submitted or will have a conversation with the staff member if there are any concerns about the requested start and completion dates of the leave. In circumstances where the supervisor holds concerns about the proposed leave dates, the supervisor will clearly demonstrate the genuine operational requirements which would mean that proposed leave dates require discussion and consideration of alternative arrangements.

Eligibility and entitlement

- 37.4. 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 based on service. Service excludes periods of unpaid leave, unless otherwise stated in this Agreement.
- 37.5. A 24/7 shiftworker, as defined in sub-clause 3.23, will receive an additional week of annual leave as provided by the NES.

Maximum accumulation

- 37.6. A staff member may accumulate up to 30 days annual leave (pro-rata for part-time) without being required to take annual leave.
- 37.7. The University may direct a staff member who has accumulated more than 30 days annual leave (pro-rata for part-time) to take annual leave in order to reduce their accumulated annual leave to less than 30 days (pro-rata for part-time). In this circumstance the staff

member will plan for leave, submit the leave request and commence the leave within six months of the written direction.

- 37.8. If a staff member wants to request a change or cancellation of leave booked in accordance with sub-clause 37.7, the staff member must speak to the supervisor before submitting such a request.

Leave arrangements on termination of employment

- 37.9. Fixed term staff must take their accrued annual leave prior to the cessation of their employment with the University.
- 37.10. A staff member may be directed to take any period of accrued annual leave during their notice period, prior to their last day of employment with the University, if their employment is ceasing for any reason including resignation or retirement.

Purchased Leave

- 37.11. 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.
- 37.12. The purchased leave will be funded through the reduction in the staff member's base rate of pay. To calculate the purchased leave rate of pay, the staff member's base rate of pay will be reduced by the number of weeks of purchased leave and then annualised at a pro-rata rate over the 12-month period.

38 CHRISTMAS – NEW YEAR LEAVE

- 38.1. 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 Year's Day) results in the University's closure over this period.
- 38.2. 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.

39 SICK LEAVE

Eligibility and entitlement

- 39.1. All continuing and fixed-term staff are entitled to paid sick leave. Sick leave accrues at the rate of 15 days (pro-rata for part-time) per calendar year of service. For staff starting work during the year, the entitlement accrues each full month remaining in that year. Thereafter, 15 days sick leave will accrue from 1 January each calendar year.
- 39.2. 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 39.8 - 39.9.
- 39.3. 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 of Clause 40 (Personal Leave).

Sickness during annual and long service leave

- 39.4. 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 within five working days of returning to work.

Sick leave without pay

- 39.5. 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.
- 39.6. In circumstances where a staff member is takes sick leave without pay immediately before and after a public holiday or Christmas – New Year leave, they will not receive payment for the public holiday or Christmas – New Year leave days and the entire period will be treated as a continuous period of unpaid leave.
- 39.7. Periods of SLWOP will be counted as service for the purpose of determining eligibility for all entitlements in this Agreement, except when the total amount of SLWOP taken during the entire period of employment is more than six months. In this circumstance, the total amount of SLWOP taken of up to six months does count as service and any SLWOP taken greater than six months does not.

Management of sick leave

- 39.8. The University may direct a staff member to provide a medical certificate for every instance of sick leave for a period of six months, regardless of duration, under the following circumstances:
- (a) the University has identified a pattern of recurring sick leave absences for a staff member; and/or
 - (b) there is evidence that a staff member is not using sick leave for its proper purpose.

Special sick leave

- 39.9. Up to 20 days paid special sick leave may be granted at the discretion of the Executive Director, People and Culture (or nominee) when a staff member's sick leave balance has been exhausted.
- 39.10. A medical certificate must be submitted covering the period of special sick leave.

Requirement to submit application

- 39.11. All staff are required to complete and submit a leave application in respect of any absence on sick leave within five working days of returning to work.

40 PERSONAL LEAVE

Definitions

- 40.1. For the purposes of this Clause, 'relative' is defined as follows:
- (a) spouse, former spouse, a de facto spouse, or former de facto spouse; or
 - (b) child or adult child (including adopted child, stepchild, foster child, ward or ex nuptial child), parent (including stepparent), grandparent, grandchild or sibling (including step- or half-sibling) of the staff member or staff member's spouse as described in sub-clause 40.1 (a).

Principles

- 40.2. There may be definitions of 'relative' which are not included in sub-clause 40.1 but due to wider kinship and family networks of many cultures, including Indigenous Australian cultures, would be considered appropriate in relation to the provisions of this Clause. As

provided by sub-clause 35.18, Indigenous Australian staff have access to three additional days of personal leave per calendar year in the case of bereavement in recognition of their wider kinship networks.

- 40.3. As provided by sub-clause 35.15, to acknowledge psychosocial risk and to further mitigate the impacts of cultural load, Indigenous Australian staff will be provided with three additional days of personal leave per calendar year if the staff member's request is supported by their supervisor.
- 40.4. The University recognises that non-Indigenous staff located within Indigenous units, working primarily in Indigenous-focused roles, may be exposed to greater psychosocial risk in the course of their work. To mitigate such circumstances these staff will have access to an additional three days personal leave per calendar year if the staff member's request is supported by their supervisor.
- 40.5. 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 planning for staff members to attend to personal matters.

Entitlement

- 40.6. A staff member may be granted up to seven days personal leave (pro rata for part-time) with pay per calendar year under the following circumstances:
- (a) to provide care or support to relatives or household members who are ill or injured;
 - (b) to provide care or support to elderly relatives or household members;
 - (c) bereavement due to the death of a relative or household member;
 - (d) bereavement if a child who would have been part of the staff member's immediate family or household, is stillborn;
 - (e) if a staff member, current spouse or de facto partner, has a miscarriage;
 - (f) appointments and commitments associated with pre- and post-natal responsibilities;
 - (g) appointments and commitments associated with pre- and post- adoption responsibilities;
 - (h) immediate or crisis care responsibilities associated with foster parenting;
 - (i) where the carer of a staff member's child is unable to look after the child due to an unexpected emergency;
 - (j) to deal with an emergency arising due to fire, flood, burglary or other unforeseen event beyond the control of the staff member;
 - (k) 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);
 - (l) moving house (normally one day per 12 months);
 - (m) to adhere to and celebrate cultural or religious days of observance.
- 40.7. Personal leave is not cumulative and is in addition to other forms of leave specified in this Agreement.

- 40.8. Staff may also access their sick leave to provide care and support for sick or injured relatives or household members, or for bereavement due to the death of a relative or household member, in accordance with sub-clause 39.3.
- 40.9. In exceptional circumstances (such as multiple deaths of relatives and/or household members in a 12-month period) additional paid personal leave may be granted by the Executive Director, People and Culture (or nominee).

41 GENDER AFFIRMATION LEAVE

Definitions

- 41.1. **'Gender'** means a person's sense of being as male, female, or neither.
- 41.2. **'Gender affirmation'** means the process of a transgender person adopting a gender that best defines the person's sense of self.
- 41.3. A **'transgender person'** is someone whose personal identity does not align with the sex they were assigned at birth, or who lives or seeks to live differently from their sex assigned at birth.
- 41.4. **'Transitioning'** is the term used to identify the period of time required by the transgender person to change over from their birth gender to their preferred gender.

Principles

- 41.5. The University will support staff who are transitioning in a safe, positive and inclusive manner. The University acknowledges that transitioning can be a lengthy period of time, starting from the day that a transgender person makes the decision to commence gender affirmation until they have comfortably moved into the role of their preferred gender.

Entitlement

- 41.6. A continuing or fixed-term staff member who is a transgender person is entitled to 20 days gender affirmation leave (pro rata for part-time) with pay per calendar year. To avoid doubt, gender affirmation leave is not cumulative and is provided in addition to all other leave entitlements available to the staff member in accordance with this Agreement. All applications for leave in accordance with this Clause will be dealt with confidentially and sensitively.
- 41.7. Gender affirmation leave may be used for the purpose of attending medical appointments, recovering from medical procedures, undertaking any legal process relating to the transition, or any other similar activity related to the staff member's transition.
- 41.8. Gender affirmation leave may be taken in any quantum, including short periods, half days, as a whole day, or multiple days.
- 41.9. If a staff member has used all of their paid gender affirmation leave, they may access their available personal leave, sick leave, annual leave or long service leave for gender affirmation purposes, or apply for leave without pay.

Other related matters

- 41.10. In addition to the above, the University will support any staff member who is a transgender person and is transitioning by:
- (a) updating University records in relation to gender, name, title etc (noting that the University may require evidence such as statement from registered medical practitioner or psychologist, official document such as passport, birth certificate, gender recognition certificate or similar);

- (b) providing a new staff photo ID card, where requested;
- (c) communicating with the staff member's supervisor and colleagues, where requested by the staff member;
- (d) providing access to flexible working arrangements in accordance with Clause 18; and
- (e) any other reasonable request from the staff member.

42 LONG SERVICE LEAVE

Principles

- 42.1. Staff and supervisors will discuss staff members' long service leave plans in the context of Clause 17 (Workplanning and Review).

Eligibility and entitlement

- 42.2. 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 10 years' service. After the initial 10 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 full pay or at half pay.
- 42.3. 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 less than six months' notice. The relevant supervisor will not unreasonably delay or withhold approval of long service leave, and supervisors may only decline a request for long service leave where there are genuine operational reasons not to grant the leave at the requested time. Where leave cannot be granted on the dates requested, the supervisor will discuss the reasons with the staff member and the staff member will be permitted to take long service leave as soon as practicable.
- 42.4. For the purposes of sub-clause 42.3 above, '**genuine operational reasons**' includes an periods of known peak workload, where other staff have approved leave in place at the requested time, or where critical work must be completed by the staff member at the requested time. Budget considerations or where the requested time coincides within teaching and examination periods do not fall within the meaning of genuine operational reasons.
- 42.5. 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 based on 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

- 42.6. Periods of leave without pay (except for any periods of sick leave without pay of less than six months in accordance with sub-clause 39.7 or any periods of unpaid parental leave in accordance with sub-clause 44.6) are not counted as service for the purpose of long service leave.

Pro-rata long service leave

- 42.7. Staff who have completed between five and 10 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 unsatisfactory performance, misconduct/ serious misconduct or abandonment of employment (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 earlier where prescribed in the relevant superannuation scheme, specifically State Superannuation Scheme (SSS) or State Authorities Superannuation Scheme (SASS).

42.8. With the exception of sub-clause 42.7 (c), the above 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

42.9. For the purposes of determining entitlements in accordance with sub-clause 42.2, up to 10 years previous continuous service with UTS or predecessor institutions commencing on or after 26 January 1988 (date of establishment of UTS) or continuous service with other Australian higher education institutions (includes Universities and Centres for Academic Excellence, does not include TAFE), on a fixed-term or continuing basis, will be recognised as qualifying service.

42.10. For the purposes of sub-clause 42.9 above, where the break between ceasing with one employer and commencing with the next is greater than two months, prior service with another institution will not be recognised.

43 LEAVE WITHOUT PAY

- 43.1. Any staff member may request leave without pay for a defined period, which may be granted at the discretion of the University.
- 43.2. Annual leave and long service leave balances must be exhausted for continuing and fixed-term staff before leave without pay may be granted.
- 43.3. The employment relationship continues during any period of leave without pay and all University policies, directives, procedures and *Code of Conduct* continue to apply to a staff member who is on a period of approved leave without pay.
- 43.4. Periods of leave without pay are not counted as service for the purpose of determining eligibility for all entitlements in this Agreement.
- 43.5. In circumstances where a staff member takes leave without pay immediately before and after a public holiday or Christmas – New Year leave, they will not receive payment for the public holiday or Christmas – New Year leave days and the entire period will be treated as a continuous period of unpaid leave.

44 PARENTAL LEAVE

Definition

- 44.1. For the purposes of this Clause 'partner' includes spousal and de facto relationships.
- 44.2. An 'employee couple' is where both parents are employed (not necessarily both UTS staff members) and are in a spousal or de facto relationship.
- 44.3. The 'primary carer' is the person who most meets the child's needs, including feeding, dressing, bathing and otherwise supervising the child in an age-appropriate manner, during the relevant period. Only one person can be the child's primary carer and the person must

meet the child's needs more than anyone else in the relevant period. This role normally requires intensive physical involvement on an ongoing basis, therefore the primary carer cannot be engaged in any form of paid work while on any form of parental leave, except for such leave set out in sub-clause 44.17 (b).

- 44.4. For the purposes of this Clause 'adoption' also means placement of a child aged under 16 to the care of a person as part of the process for the adoption of the child by the person, pursuant to the *Paid Parental Leave Act 2010 (Cth)*.

Eligibility for parental leave entitlements

- 44.5. Parental leave (paid and unpaid) is only available to staff who have primary carer responsibilities for the child, as defined at sub-clause 44.3. The leave must be associated with:
- (a) the birth of a child to the staff member, or their partner; or
 - (b) placement of a child aged under 16 to the care of the staff member as part of the process for the adoption of the child by the staff member.
- 44.6. Periods of unpaid parental leave will be counted as service for the purpose of determining eligibility for all entitlements in this Agreement.
- 44.7. In circumstances where a staff member takes unpaid parental leave immediately before and after a public holiday or Christmas – New Year leave, they will not receive payment for the public holiday or Christmas – New Year leave days and the entire period will be treated as a continuous period of unpaid leave.
- 44.8. For the purposes of this Clause, a continuing or fixed-term staff member must have completed a qualifying period of at least 40 weeks continuous service (excluding any periods of casual employment) to be eligible for all forms of paid and/or unpaid parental leave, including paid partners leave.
- 44.9. For the purposes of this Clause, a fixed-term staff member will only be granted paid and/or unpaid parental leave, paid partner's leave, surrogacy leave, or foster parents 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 a further fixed-term contract, leave may extend into the period of their new appointment.
- 44.10. Casual staff are eligible for unpaid parental leave if:
- (a) they have been employed by UTS on a clear pattern or roster of hours for at least 12 months; and
 - (b) had it not been for the birth (or expected birth) or adoption (or expected adoption) of a child, they would have a reasonable expectation of continuing employment with UTS on a clear pattern or roster of hours.
- 44.11. In circumstances where the conditions of sub-clause 44.10 are not met, a casual staff member may request leave without pay in accordance with Clause 43, if the period of leave falls within the time span of their casual employment contract.

Principles

One employee taking parental leave

- 44.12. The following applies where one staff member (or only one member of an employee couple) takes leave:

- (a) The staff member can take a maximum of 24 months of leave in a continuous period and the staff member must hold the primary carer responsibilities for the child, as defined at sub-clause 44.3.
- (b) In the case of a pregnant staff member, parental leave can start up to six weeks before the expected date of birth, or earlier if UTS and the staff member agree. If the staff member is not giving birth to the child, parental leave starts on the date of birth or adoption of the child.
- (c) Other forms of paid leave (such as annual leave and/or long service leave) may be taken in connection with the birth or adoption of a child, in addition to paid and unpaid parental leave, however all leave taken must not exceed a maximum of 24 months.

Both members of an employee couple taking leave

44.13. The following applies to an employee couple if both parents take leave in connection with the birth or adoption of a child:

- (a) A maximum of 24 months of leave can be shared between both parents in a continuous period. The first parent to take leave must hold the primary carer responsibilities for the child, as defined at sub-clause 44.3, and the first parent must take leave in a continuous period before the second parent assumes the primary carer responsibilities for the child and completes the remaining period of continuous leave.
- (b) In the case of a pregnant staff member, parental leave can start up to six weeks before the expected date of birth, or earlier if UTS and the staff member agree. If the staff member is not giving birth to the child, parental leave starts on the date of birth or adoption of the child for the first parent in the employee couple to hold the role of primary carer.
- (c) Other forms of paid leave (such as annual leave and/or long service leave) may be taken in connection with the birth or adoption of a child, in addition to paid and unpaid parental leave, however all leave taken must not exceed a maximum of 24 months.

Notice and evidence requirements

44.14. When applying for leave in connection with the birth or adoption of a child, a staff member must:

- (a) inform UTS of their intention to take leave by giving at least 10 weeks written notice (unless it is not possible to do so);
- (b) specify the type(s) of leave and intended start and end dates;
- (c) provide a statutory declaration stating the primary carer arrangements for the child with the relevant dates. In the case of both members of an employee couple taking leave in connection with the birth or adoption of a child, details of the primary carer arrangements for the child with the relevant dates for both parents must be included; and
- (d) at least four weeks before the intended start date:
 - i. confirm the intended start and end dates for the leave; or
 - ii. advise UTS of any changes to the intended start and end dates of the leave (unless it is not possible to do so).

44.15. Based on the relevant circumstances, a staff member must also provide evidence (e.g. a medical certificate or documentation from an authorised authority) that would satisfy a reasonable person of the:

- (a) actual or expected date of birth of a child;
- (b) the day or expected day of placement of a child under 16 for adoption;
- (c) transfer to a safe job requirements; or
- (d) stillbirth or infant death.

Paid parental leave

44.16. A total of 26 weeks paid parental leave is available to a UTS staff member who is the primary carer as defined at sub-clause 44.3 and for the reasons defined at sub-clause 44.5.

44.17. The paid parental leave entitlement comprises of two components:

- (a) a continuous period of 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; and
- (b) up to six weeks paid leave which may be taken as a further continuous period of leave on full pay, 12 weeks half pay, or structured leave for phased return to work. This component of paid parental leave is only available if the component described at sub-clause 44.17 (a) has been taken, and it must be used within six months of returning to work.

44.18. If both parents are UTS staff, they may share the paid parental leave entitlements described at sub-clause 44.17, provided that both UTS staff members have completed the 40-week qualifying period prior to the expected date of birth or adoption of the child. However, entitlements will be reduced by any paid partner's leave taken in accordance with sub-clause 44.24 - 44.25.

Transfer to a safe job

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

44.20. The safe job will as far as practicable be at the same level as the staff member's current job and UTS will maintain their current remuneration.

44.21. Where no safe job is available, the staff member may take parental leave or paid or unpaid sick leave for such time as certified by their medical practitioner.

Stillbirth or infant death

44.22. If a staff member who is eligible for paid parental leave is impacted by stillbirth or infant death, they will be entitled to:

- (a) eight weeks paid parental leave; and
- (b) access to 12 months of unpaid parental leave.

44.23. The provisions of sub-clause 44.26 - 44.28 will also continue to apply.

Paid Partner's leave

44.24. A staff member is entitled to a period of up to four weeks paid partner's leave, which must be used within the first three months of the birth or adoption of the child.

44.25. If this staff member becomes the primary carer within the first nine months of the birth or adoption of the child, they may access the paid parental leave provisions described at sub-clause 44.17, less the total paid partner's leave taken.

Right of return to former position

44.26. 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 the staff member was temporarily transferred to a safe job in accordance with sub-clause 44.19. In this circumstance it is the position held immediately before temporarily transferring to a safe job.

44.27. The Change Management provisions of this Agreement will apply to the staff member absent on any form of parental leave in the same manner as if the staff member were not absent.

44.28. A staff member returning from parental leave may request flexible work arrangements in accordance with Clause 18 (Requests for Flexible Working Arrangements).

44.29. Where a staff member chooses to breastfeed, arrangements will be in accordance with the *Breastfeeding at UTS Guideline*.

Surrogacy leave

44.30. Surrogacy is where a person (the surrogate) carries a baby through pregnancy on behalf of the intended parent(s). A staff member who is a surrogate is entitled to a continuous period of 12 weeks leave on full pay.

44.31. Surrogacy Leave may commence up to six weeks before the expected date of birth, or earlier if UTS and the staff member agree, and the 12 weeks leave on full pay must be taken in a continuous block.

Foster parents leave

44.32. The University recognises that there are different types of foster care including immediate or crisis care, respite care, short to medium-term care, long-term or permanent care, and relative or kinship care.

44.33. In circumstances where a continuing or fixed-term staff member assumes the role of primary carer for a foster child on a long-term or permanent care basis, the paid parental leave provisions described in this Clause will apply in the same way as adoption.

44.34. A continuing or fixed-term staff member who assumes the role of primary carer for a foster child in other circumstances, will be provided with:

- (a) three weeks leave at full pay if the child is under five years; or
- (b) two weeks leave at full pay if the child is five years of age or older; and
- (c) leave must be taken within the first 12 months of the foster child entering the staff member's care, however it does not need to be taken in a continuous block and may be taken at half pay.

44.35. At the discretion of the University, and the individual needs of the foster child for full-time care, the paid parental leave provisions may apply in other foster care situations.

44.36. If a foster parent who takes leave in accordance with sub-clause 44.33 - 44.35, and subsequently adopts the child, the paid parental leave provisions at sub-clause 44.16 - 44.18 will be reduced by any foster parents leave taken.

44.37. At the discretion of the University, the staff member may be required to provide evidence of the foster care arrangements from an authorised authority.

45 COMMUNITY LEAVE

Principles

- 45.1. Paid community leave may be granted to continuing and fixed-term staff in accordance with this Clause and University guidelines.
- 45.2. 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.
- 45.3. Community leave is not cumulative and is in addition to other forms of leave specified in this Agreement.

Representative and professional sport

- 45.4. Up to five days paid leave per calendar year (pro-rata for part-time) is available for a staff member who is selected and participates as a national representative in international amateur or professional sport.
- 45.5. Up to three days per calendar year (pro-rata for part-time) is available for a staff member who is selected and participates as a state representative in national or interstate major amateur or professional sport.

Blood donor

- 45.6. Staff will be allowed the time necessary to travel to the nearest blood donation collection centre to donate blood and return to the workplace.

Vaccination

- 45.7. Staff will be allowed the time necessary to attend relevant vaccination (including flu and COVID) appointments and return to the workplace. To avoid doubt, should the staff member feel unwell following their vaccination, the provisions of Clause 39 (Sick Leave) will apply.

Defence forces reserve

- 45.8. Two weeks leave per calendar year is available for military leave to attend 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

- 45.9. 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. To access paid leave, the staff member must be a member of the voluntary service and provide a certificate of attendance.

Jury service

- 45.10. 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

- 45.11. Up to five days paid leave per calendar year (pro-rata for part-time) may be granted for activities that advance the UTS The Social Impact Framework. This leave aims to support high impact activities in which UTS staff volunteer their time, skills and abilities, to assist

our University to build rich, reciprocal and positively impactful relationships with the communities beyond our campus.

Witness

45.12. Paid leave will be granted for the essential duration if a staff member's attendance is required as a witness for the Crown, or proceedings in the Fair Work Commission or any other relevant court or tribunal involving the University. Staff must provide evidence of the necessity to attend, and any payment received for service must be paid to the University.

Indigenous Australian Cultural Leave

45.13. Cultural leave for Indigenous Australian staff will be provided in accordance with sub-clause 35.17 of this Agreement.

Union Activities

45.14. Leave for Union representatives will be in accordance with sub-clause 10.8 of this Agreement.

46 SPECIAL PAID LEAVE FOR CASUAL STAFF

46.1. In the event of a declared pandemic, and where there is a NSW public health (or other Australian public health authority) order in place recommending vaccinations, casual staff will be eligible for four hours special paid leave.

46.2. For clarity, if a casual staff member is not scheduled to work on the day they require the leave, the staff member is not eligible for paid leave. If the staff member is expected to be on duty the day they require the leave, they will be paid for four hours at the rate they would have received had they attended work and not taken the leave.

47 DOMESTIC OR SEXUAL VIOLENCE LEAVE

47.1. 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.

47.2. Domestic violence includes physical, sexual, financial, verbal or emotional abuse or coercive control by a member of the staff member's immediate family or household.

47.3. Sexual violence encompasses acts that range from unwanted sexual advances or intimidation to coercion or physical force. Sexual violence can occur within the staff member's immediate family or household, or by strangers or acquaintances.

47.4. UTS assists staff who may be experiencing domestic or sexual violence by providing a range of support options to assist them in such circumstances. These include:

- (a) 20 days paid domestic or sexual violence leave per calendar year for continuing and fixed-term staff; or
- (b) 10 days paid domestic or sexual violence leave per calendar year for casual staff. For clarity, if a casual staff member is not scheduled to work on the day they require the leave, the staff member is not eligible for paid leave. If the staff member is expected to be on duty the day they require the leave, they will be paid the amount they would have received had they attended work and not taken the leave; and
- (c) flexible working arrangements in accordance with Clause 18 (Requests for Flexible Working Arrangements).

47.5. Staff can take this leave if they need to do something to deal with the impact of domestic or sexual violence and it's impractical to do so outside their ordinary hours of work. For example, this could include:

- (a) making arrangements for their safety (including relocation);
 - (b) accessing medical, psychological or victim services support;
 - (c) seeking legal or police assistance; or
 - (d) attending court hearings.
- 47.6. Domestic or sexual violence leave does not need to be taken all at once and can be taken as single, multiple or part days.
- 47.7. This leave is not cumulative and is in addition to other forms of leave specified in this Agreement.
- 47.8. Domestic or sexual violence leave may be approved by the Executive Director, People and Culture (or nominee), or Director Equity, Diversity and Inclusion, where the staff member is uncomfortable seeking approval from their immediate supervisor.

Part H

Discipline Matters

PART H – DISCIPLINE MATTERS

48 UNSATISFACTORY PERFORMANCE

Application

48.1. This Clause applies to continuing and fixed-term staff, except those who are serving a probation period in accordance with Clause 16.

Principles

48.2. This Clause in no way constrains supervisors from drawing performance concerns to a staff member's attention in order to informally address such issues with early intervention by counselling or verbally warning a staff member regarding their performance.

Process

48.3. The supervisor will assess performance consistent with the classification of the staff member's position. Supervisors will provide regular feedback on performance and deal promptly and fairly with any performance concerns or issues.

48.4. Where a supervisor forms the view a staff member's performance is not meeting expectations, the supervisor will discuss their concerns with the staff member. At this initial stage the supervisor and staff member will jointly explore the possible causes for the unsatisfactory performance and possible strategies to address the identified issues. The supervisor will consider any mitigating circumstances or other matters raised by the staff member which may include reasonable accommodation or adjustment for disability, or carers responsibilities. Such discussions with academic staff will also include consideration of the suitability of their current career profile, as described in Clause 62 (Individual Workload Allocation) of this Agreement.

48.5. Supervisors will provide guidance and counselling and, where appropriate, a structured development plan will be implemented to address performance issues when these are first identified.

48.6. Where the steps referred to in sub-clause 48.3 - 48.5 have not resolved the unsatisfactory performance, the supervisor will implement a performance improvement plan for the staff member who will be informed in writing:

- (a) of the improvement required;
- (b) of the timeframe in which a reasonable improvement is expected; and
- (c) if reasonable improvement is not achieved in the required timeframe, that disciplinary action may be taken.

48.7. The supervisor will assist the staff member in making the necessary arrangements for reasonable support, training and coaching to help the staff member achieve a reasonable improvement in their performance within the required timeframe.

48.8. The supervisor will meet with the staff member regularly throughout the specified timeframe to review progress.

48.9. If performance does not improve to the required level in the timeframe provided, the provisions of Clause 50 (Disciplinary Action) of this Agreement will apply.

48.10. The procedures of this Clause must be followed before disciplinary action will be taken against a staff member for unsatisfactory performance.

49 MISCONDUCT AND SERIOUS MISCONDUCT

Application

49.1. This Clause applies to continuing and fixed-term staff, except those who are serving a probation period in accordance with Clause 16.

Principles

49.2. This Clause in no way constrains supervisors from drawing issues of inappropriate conduct to a staff member's attention in order to informally address such issues with early intervention by counselling or by verbally warning a staff member regarding their behaviour.

Definitions

49.3. '**Misconduct**' means conduct or behaviour of a kind that is unsatisfactory and inconsistent with the expectations of a staff member in the workplace. Examples of misconduct include but are not limited to:

- (a) failure to comply with University's *Code of Conduct*; or
- (b) failure to comply with University policy.

49.4. '**Serious misconduct**' means serious misbehaviour by a staff member which constitutes a serious impediment to the carrying out of their duties, or another staff member carrying out their duties, or a serious dereliction of their duties, or conduct that causes serious or imminent risk to the health or safety of a person. Examples of serious misconduct include but are not limited to:

- (a) theft;
- (b) assault;
- (c) fraud;
- (d) serious harassment, including sexual harassment;
- (e) repeated or persistent misconduct; or
- (f) conviction by a court for an offence that constitutes a serious impediment to the carrying out a staff member's duty.

Process

49.5. Other than in the case of an allegation of serious misconduct, where a matter arises that includes conduct that could be the subject of allegations of misconduct, the University will consider whether it is appropriate for the matter to be:

- (a) managed initially by the supervisor to determine whether it can be addressed through guidance, counselling or other appropriate action in the first instance; or
- (b) the subject of formal allegations in accordance with sub-clause 49.7.

49.6. In considering the appropriate action at sub-clause 49.5, the University may undertake initial enquiries in relation to the alleged conduct.

49.7. Where any action at sub-clause 49.5 does not, or is unlikely to, resolve the matter or the University considers informal discussion is inappropriate due to the serious nature of the allegation(s) being made, the staff member will be:

- (a) advised in writing of the alleged misconduct or serious misconduct, including details of the allegations; and

- (b) given 10 working days to provide a written response to the allegations.
- 49.8. Where the University considers that the written response to the allegations does not resolve the matter, the Executive Director, People and Culture (or nominee) may facilitate an investigation of the alleged conduct (if appropriate). The University will consider the outcome of any investigation and decide if:
- (a) no further action to be taken; or
 - (b) the provisions of Clause 50 (Disciplinary Action) will apply.
- 49.9. The procedures of this Clause must be followed before disciplinary action will be taken against a staff member for alleged misconduct or serious misconduct.

Suspension

- 49.10. A staff member may be suspended with pay prior to an investigation (or at any point during the process) in the case of alleged serious misconduct if the University is of the view that in order to protect the integrity of the investigation process, or to protect the health and safety of any of the parties to the matter, it would be unreasonable to continue the staff member's attendance at work pending an outcome.
- 49.11. A staff member may be suspended without pay prior to an investigation (or at any point during the process) if the University is of the view that there is a likely imminent and/ or serious risk to another person arising out of the allegation of serious misconduct and/ or the alleged serious misconduct is sufficiently serious to warrant termination of employment if proven. In such circumstances the staff member may use any annual leave or long service leave in balance for the duration of the suspension. Any lost salary and other entitlements will be reimbursed if the University considers the conduct would not justify termination of employment.
- 49.12. During any period of suspension, the staff member will be excluded from the University. However, the staff member will be permitted reasonable access to the University for the preparation of their case and to collect personal property.

50 DISCIPLINARY ACTION

Application

- 50.1. This Clause applies to continuing and fixed-term staff, except those who are serving a probation period in accordance with Clause 16.

Definition

- 50.2. '**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) written warning;
 - (b) withholding of increment(s);
 - (c) demotion; or
 - (d) termination of employment.
- 50.3. The form of any disciplinary action taken by the University will depend on:
- (a) the nature and impact of the unsatisfactory performance or misconduct/serious misconduct; and

- (b) whether there has been any disciplinary action taken for prior instances of unsatisfactory performance or misconduct/serious misconduct and consideration of the time between such incidents.

50.4. Termination of employment will not apply for instances of misconduct.

Process

50.5. Where the University is considering disciplinary action, the staff member will be provided with five working days to outline in writing why disciplinary action should not be taken against them, including any mitigating circumstances.

50.6. If, after considering the staff member’s response to sub-clause 50.5, the relevant Dean or Director decides not to proceed with disciplinary action, the staff member will be informed in writing and no further action will be taken.

50.7. If, after considering the staff member’s response to sub-clause 50.5, the relevant Dean or Director decides that disciplinary action is appropriate, the relevant Dean or Director will decide what form of disciplinary action will be taken in accordance with sub-clause 50.2. In the event that the relevant Dean or Director believes that termination of the staff member’s employment is warranted, a recommendation will be made to the Provost (for academic staff) or Chief Operating Officer (for professional staff) for decision.

50.8. Where a decision to take disciplinary action is made, the staff member will be advised in writing of the:

- (a) form of disciplinary action;
- (b) reason for the disciplinary action; and
- (c) the operative date of the disciplinary action.

Notice periods

50.9. Where the University decides to terminate a staff member’s employment in accordance with this Clause, notice or payment in lieu of notice will be as provided as follows:

Completed years of 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

Note: 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.

50.10. For the purpose of determining completed years of service:

- (a) Breaks between fixed-term appointments of less than 12 weeks will not constitute a break in continuous service;
- (b) Breaks between fixed-term appointments where a casual appointment greater than 12 weeks occurs between fixed-term appointments, the period of casual employment will not constitute a break in continuous service;
- (c) All periods of casual employment do not count in the calculation for years of service; and

- (d) Periods of unpaid leave, except for any periods of sick leave without pay of less than six months in accordance with sub-clause 39.7 or any periods of unpaid parental leave in accordance with sub-clause 44.6, do not count in the calculation for years of service.

Process Review

- 50.11. Where disciplinary action results in withholding of increment(s), demotion or termination of employment, the staff member may request a review of the process within 10 working days of receiving such notification. The written request for a review must be in sufficient detail to enable understanding of the reasons for requesting the review and the basis for why the staff member believes the University has failed to follow proper process.
- 50.12. There will be no extension to the notice of termination period and nothing in this Clause will affect the ability of the University to terminate a staff member once notice has been issued in accordance with sub-clause 50.8.
- 50.13. On receipt of a request for a review, the University will establish a Process Review Committee (**the Committee**) within five working days. Membership of the Committee will be as follows:
- (a) one external person, independent and external to the University who has the relevant industrial relations knowledge and experience (drawn from a list of Chairpersons agreed between the parties to this Agreement within three months of the commencement of this Agreement), and will be the Committee Chairperson; and
 - (b) one UTS staff members nominated by the Vice-Chancellor (or nominee); and
 - (c) one UTS staff member nominated by the relevant Union (the staff member requesting the review will select either the NTEU or the CPSU as the relevant Union).
- 50.14. The role of the Committee will be to determine whether the relevant procedures of this Agreement have been followed. The role of the Committee is not to:
- (a) establish whether or not unsatisfactory performance, misconduct or serious misconduct has occurred; or
 - (b) to determine if the decision to terminate the staff member's employment was harsh, unjust or unreasonable.
- 50.15. The Committee:
- (a) will review details provided by the staff member in their written request for a review;
 - (b) will review written submissions from the University outlining the process that led to the termination of employment notification;
 - (c) will allow the staff member to respond to any documentation submitted to the Committee by the University, noting that the staff member may also seek to address the Committee;
 - (d) will allow the University to respond to any documentation submitted to the Committee by the staff member, noting that the University may also seek to address the Committee; and
 - (e) may seek further material or a meeting with either party, if the Committee considers it necessary.
- 50.16. The Committee will provide a report to the University and the staff member.
- 50.17. If the Committee concludes that the University acted appropriately in terms of its process, no further action will be taken.

50.18. If the Committee concludes that the University did not follow an appropriate process, the Provost (for professional staff) or Chief Operating Officer (for academic staff) will consider the Committee's report and:

- (a) determine what steps, if any, will be taken to remedy any perceived unfairness or failure to follow the relevant procedures of this Agreement;
- (b) determine if the termination of employment will be rescinded; and
- (c) inform the staff member of the University's decision in writing.

Other Matters

50.19. The action of the University 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.

Part I

Change Management

PART I – CHANGE MANAGEMENT

51 MANAGING WORKPLACE CHANGE

Application

51.1. The provisions of this Clause apply to continuing, fixed-term and casual staff.

Principles

- 51.2. Sound management of workplace change includes consultation with, and the involvement of, staff who will be directly impacted by the change. The University is committed to a transparent workplace change process.
- 51.3. The University will use a variety of communication and consultation mechanisms so staff are kept informed of issues in the workplace and are provided with the opportunity to contribute their views about changes within the workplace that directly affect them. A staff Representative will have the same rights to consultation and access to documents as conferred on a staff member under this Clause.
- 51.4. The University recognises that job security is important for staff and is committed to exploring strategies to limit or mitigate negative consequences of any proposed change on staff.
- 51.5. Retrenchment in accordance with Clause 55 of this Agreement will be a last resort. The University will minimise the need for retrenchment by exploring appropriate alternative measures to mitigate any negative consequences of workplace change, these measures will include:
- (a) consideration of vacant positions and process improvement; and/ or
 - (b) consulting with impacted staff throughout major workplace change processes regarding appropriate voluntary measures such as voluntary separation in accordance with Clause 54; fixed-term transition to retirement contracts; change of appointment fraction; leave without pay; long service leave; and/ or redeployment in accordance with Clause 53.

Minor Workplace Change

- 51.6. The University will provide all relevant information to staff who are likely to be affected by minor workplace change matters and allow a reasonable period for consultation to take place prior to the implementation of any minor change.
- 51.7. In circumstances where the University intends to change regular rosters or ordinary hours of work, the University will:
- (a) provide staff with information about the proposed change;
 - (b) invite staff to give their views about the impact of the proposed change, including any impact on family and caring responsibilities; and
 - (c) consider any views given by the staff, prior to implementing such a change.
- 51.8. To avoid doubt, where the proposed change is likely to have a significant effect on continuing or fixed-term staff, the provisions of Clause 52 will apply.

Major Workplace Change

- 51.9. Major workplace change applies to changes in operational requirements that could reasonably be expected to have a significant impact on continuing or fixed-term staff. Such significant impacts may arise from:

- (a) changes to the organisation structures where these are likely to give rise to reductions in staffing that may lead to redundancy, or significant and sustained changes to workloads;
- (b) Significant changes to the functions, duties and responsibilities of positions that may lead to a need for different skills, qualifications and/or experience for positions;
- (c) phasing out or discontinuing an existing program of teaching and/or research where these are likely to give rise to reductions in staffing that may lead to redundancy, or significant and sustained changes to workloads;
- (d) potential outsourcing of functions where these are likely to give rise to reductions in staffing that may lead to redundancy, or significant and sustained changes to workloads; or
- (e) major alterations to work arrangements such as the introduction or removal of shiftwork, or the relocation of staff to another campus that involves unreasonable additional travel.

52 MAJOR WORKPLACE CHANGE

Application

- 52.1. The provisions of this Clause apply to continuing and fixed-term staff.
- 52.2. Providing that the staff member has been employed in the same or substantially similar position and identically classified position in the same department (or equivalent), that staff member cannot be subject to more than one change process involving the potential redundancy of their position in any two-year period.

Definitions

- 52.3. **'Change Proposal'** is a document used by the University to propose changes in the workplace.
- 52.4. **'Position'** means a collection of functions, duties and responsibilities undertaken, as part of the University's organisation, by a staff member or group of staff.
- 52.5. **'Placement'** occurs when the University directly places a staff member in a suitable position without the requirement for a staff member to participate in a selection process in accordance with sub-clause 52.17.
- 52.6. **'Redeployment opportunities'** may include:
 - (a) the ability to participate in Expression of Interest processes for new or vacant roles in the staff member's current work area; or
 - (b) identification of other suitable vacant positions across the University.
- 52.7. **'Redundancy'** occurs when the University decides that it no longer requires the position a staff member has been performing to be done by anyone and this is not due to the ordinary and customary turnover of labour, or the duties have so changed that for all practical purposes the original position no longer exists. This can occur when:
 - (a) all or a significant proportion of the substantive work performed in the position is no longer required by the University;
 - (b) the University changes the position with the effect of substantially changing the skills, qualifications and/or experience required for the position or the hours of work required; or

- (c) the University decides to reduce the aggregate number of like positions that are surplus to requirements.

Initial Consultation

- 52.8. Before developing a Change Proposal, the University will consult with potentially affected staff about a potential change that may have a significant impact on them.
- 52.9. The initial consultation phase will include information regarding the reasons for the possible change, and details of the University's desired outcomes.
- 52.10. The University will invite potentially affected staff to provide any options, ideas or suggestions to assist the University achieve its desired outcomes.
- 52.11. The University will consider feedback from staff and will propose actions that will address the reasons for change, where possible and appropriate.

Change Proposal

- 52.12. Following the initial consultation process, if the University decides to propose a major workplace change as described at sub-clause 51.9, the University will develop a Change Proposal for consultation with staff directly affected by such a change and Unions. The Change Proposal will include:
 - (a) why the change is necessary, the nature of the change and expected outcomes;
 - (b) the likely impact of the proposed change on staff, including changes to positions, work processes, workloads, placements, redeployment opportunities and possible redundancies (as relevant);
 - (c) the process for consultation and proposed implementation strategies, including anticipated timelines;
 - (d) a proposed approach for a review of the implemented change; and
 - (e) information on the support available for staff.
- 52.13. Where relevant, the Change Proposal will also include:
 - (a) organisational charts outlining the current structure and proposed structure, and any proposed new or changed position descriptions;
 - (b) copies of, or extracts from, any reports that have led to the proposed change;
 - (c) anticipated financial implications of the proposed change;
 - (d) an assessment of the psychosocial health and safety impact of proposed changes on staff, including workload matters, and proposed mitigation strategies; and
 - (e) an assessment of the impact on workforce diversity in relation to the University's equity and Indigenous employment objectives, and proposed mitigation strategies.
- 52.14. Where a reduction in numbers of the same or substantially similar positions in a work area is contemplated, objective criteria will be developed and will form part of the Change Proposal to facilitate consultation regarding how potentially redundant positions will be identified.
- 52.15. Feedback and input from impacted staff will inform decisions made by the University to proceed with the change as proposed, or in a revised form. The University will consider any measures put forward by a staff member to limit or mitigate negative consequences of the change on them and will implement such measures, where possible and appropriate.

52.16. Impacted staff and Unions will be given reasonable time to provide feedback on the Change Proposal before any final decisions are made by the University.

Placement Decisions

52.17. When determining the placement of staff members in any new structure, the following principles will apply:

- (a) a staff member employed on either a continuing or fixed-term appointment whose position remains in the new structure, and is not significantly changed, will continue to hold the same or substantially similar position in the new structure; or
- (b) a staff member whose position does not remain in the new structure will be placed in any vacant suitable position in the new structure, or elsewhere within the University, contingent upon the following requirements:
 - i. the staff member holds the necessary skills, qualifications and/or experience for the position; or
 - ii. staff member will be able to acquire the necessary skills and experience for the position within a reasonable period of time, or with relevant training; and
 - iii. the position requires similar skills, qualifications and/or experience and involves a similar level of: task complexity; judgement; problem solving; and independence as the substantive position held by the staff member; and
 - iv. the placement of the staff member will be made at their existing terms of appointment or higher, including category of appointment and classification level.

Implementation

52.18. Before commencing implementation, the University will advise affected staff in writing of its decision to proceed with the change as proposed or in a revised form. Advice of the University's decisions will address:

- (a) the University's response to consultation feedback;
- (b) any changes to what was initially proposed, arising from consultation feedback;
- (c) confirmation of the change impact on staff, including changes to positions, work processes, workloads, placements, redeployment opportunities and redundancies (as relevant);
- (d) confirmation of the implementation plan and anticipated timelines; and
- (e) the timeframe and approach for reviewing the implemented change against the expected outcomes. The timeframe for reviewing the implemented change will be within 12 months of the University communicating its decision regarding the change, or within a timeframe agreed to between the University and the Unions.

53 REDEPLOYMENT

Application

53.1. The provisions of this Clause apply to continuing staff only (excluding Contract Research Employment staff).

Definitions

53.2. '**Redeployee**' means a continuing staff member whose position has been made redundant as a result of a major workplace change process.

53.3. **'Redeployment'** means the appointment of a redeployee to an alternative available position within the University.

Principles

53.4. In the interest of job security, the University will take reasonable steps to redeploy impacted staff into suitable positions, where a suitable vacant position exists within the University.

53.5. Redeployees who have not been placed in a suitable vacant position in accordance with sub-clause 52.17 will participate in redeployment processes including:

- (a) maintaining a proactive internal job search;
- (b) expressing interest in potential redeployment opportunities advertised; and
- (c) making themselves available to be assessed by selection panels for redeployment opportunities.

53.6. Redeployees will have up to 16 weeks to participate in the redeployment process, which is made up of four weeks in accordance with sub-clause 54.3 and 12 weeks in accordance with sub-clause 54.9.

53.7. Redeployees who are assessed by selection panels as appointable will be offered redeployment to a vacant position ahead of any other appointable candidate.

53.8. Professional staff cannot refuse redeployment to a suitable position as defined in sub-clause 52.17 (b). Academic staff must agree that the position is suitable.

53.9. Where the University is uncertain about the suitability of a redeployee for a possible redeployment opportunity as defined at sub-clause 52.17 (b), the University may offer that person a trial redeployment period (**'Trial Period'**) for a maximum of six months.

53.10. During the Trial Period, the redeployee and the supervisor will discuss the progress and suitability of the redeployment opportunity. Should both the staff member and the University find that the position is not suitable at any time after an initial three months, the Trial Period will cease and the staff member will receive the voluntary separation benefits which would have been available to the staff member under sub-clause 54.8, excluding the lump sum of 12 weeks' pay.

53.11. Where a staff member accepts redeployment to a lower level position, the University will maintain the staff member's base rate of pay at the level received prior to their position being declared redundant for a period of six months (including any Trial Period) from the date of accepting the position.

53.12. At the conclusion of the six-month salary maintenance period referred to in sub-clause 53.11, the staff member's base rate of pay will be set at the top step of the classification for the lower-level position.

53.13. Where a continuing staff member seeks to be redeployed to a suitable position that is available on a fixed-term basis of up to 12 months, the staff member will be appointed to that position and will remain classed as a continuing staff member. At the end of the appointment period, if there are no suitable vacant positions available on a continuing basis, the provisions Clause 55 (Retrenchment) will apply.

53.14. Where a continuing staff member seeks to be redeployed to a suitable position that is available on a fixed-term basis for more than 12 months, or any arrangement referred to in sub-clause 53.13 that extends beyond 12 months, the staff member will be classed as a fixed-term staff member and the terms of a fixed-term contract will apply. To avoid doubt,

access to redundancy entitlements associated with the change process will cease after 12 months.

- 53.15. Where redeployment to a continuing position is confirmed, including the successful completion of any Trial Period, access to redundancy entitlements associated with the change process will cease.

54 VOLUNTARY SEPARATION

Application

- 54.1. The provisions of this Clause apply to continuing staff only (excluding Contract Research Employment staff).

Voluntary Separation

- 54.2. When a continuing staff member's position is identified as redundant and they have not been placed in a suitable vacant position in accordance with sub-clause 52.17, they will be invited to apply for a voluntary separation benefit.
- 54.3. Following receipt of the invitation referred to in sub-clause 54.2, the staff member will have four weeks to submit their application for a voluntary separation benefit.
- 54.4. The provisions of Clause 53 (Redeployment) will apply during the four-week consideration period.
- 54.5. Following the University's approval of a voluntary separation application, the final date of employment will be determined in consultation with the staff member and based on operational requirements.
- 54.6. Where a staff member has been granted voluntary separation and their last day of employment has been determined, the University will support their external job search by approving reasonable time off for the purpose of attending job interviews. The University may also provide additional support such as the option of accessing outplacement support or financial advice from UniSuper.
- 54.7. Where such a staff member does not apply for a voluntary separation benefit within the specified timeframe, the provisions Clause 55 (Retrenchment) will apply.

Voluntary Separation Benefit

- 54.8. The voluntary separation benefit payment will consist of the following components:
- (a) a lump sum of 12 weeks at the staff member's base rate of pay;
 - (b) severance pay at the rate of three weeks for each completed year of service for the first 10 years of service;
 - (c) severance pay at the rate of two weeks for each completed year of service thereafter;
 - (d) the total of (a), (b) and (c) above will not exceed a maximum of 78 weeks' pay.
- 54.9. The staff member may request 12 weeks further employment in lieu of the 12-week lump sum payment referred to in sub-clause 54.8 (a). In this circumstance the provisions of Clause 53 (Redeployment) will continue to apply during the 12-week further employment period and the voluntary separation benefit payment will consist of the following components:
- (a) severance pay at the rate of three weeks for each completed year of service for the first 10 years of service;
 - (b) severance pay at the rate of two weeks for each completed year of service thereafter;

(c) the total of (a) and (b) above will not exceed a maximum of 66 weeks' pay.

54.10. For the purpose of determining completed years of service:

- (a) Breaks between fixed-term appointments of less than 12 weeks will not constitute a break in continuous service;
- (b) Breaks between fixed-term appointments where a casual appointment greater than 12 weeks occurs between fixed-term appointments, the period of casual employment will not constitute a break in continuous service;
- (c) Any periods of casual employment will not count in the calculation for years of service; and
- (d) Periods of unpaid leave, except for any periods of sick leave without pay of less than six months in accordance with sub-clause 39.7 or any periods of unpaid parental leave in accordance with sub-clause 44.6, do not count in the calculation for years of service.

54.11. All payments will be calculated using the staff member's base rate of pay (as defined in sub-clause 3.4) and the service fraction will be pro-rated over the staff member's entire eligible service period.

54.12. The voluntary separation payment will be treated as a genuine redundancy for taxation purposes, to the extent allowed by the ATO rules.

54.13. Voluntary separation benefits are in lieu of any notice period or other redundancy benefit.

54.14. Entitlements in the form of accrued annual leave and long service leave (if applicable) will also be paid at the cessation of the staff member's employment with the University.

54.15. The final payment will be made in the first regular pay cycle following the staff member's cessation of employment.

54.16. A staff member who takes voluntary separation will not be re-employed by the University in a substantially similar position in any capacity for a period of at least two years from the date of termination.

55 RETRENCHMENT

Application

55.1. The provisions of this Clause apply to continuing staff only (excluding Contract Research Employment staff).

55.2. Where a continuing staff member does not apply for voluntary separation in accordance with sub-clause 54.3, the staff member will be advised in writing that they are an excess staff member and that their employment will be terminated. Such a termination is referred to as 'retrenchment'.

Benefits on Retrenchment

55.3. A staff member will be given six weeks' notice (or payment in lieu of notice) prior to the retrenchment taking effect.

55.4. Where a staff member has been provided notice of retrenchment, the University will support their external job search by approving reasonable time off for the purpose of attending job interviews.

55.5. On retrenchment, a staff member will receive a payment of three weeks for each completed year of service with the University, with a minimum of eight weeks' pay and to a maximum of 60 weeks' pay.

- 55.6. For the purpose of determining completed years of service:
- (a) Breaks between fixed-term appointments of less than 12 weeks will not constitute a break in continuous service;
 - (b) Breaks between fixed-term appointments where a casual appointment greater than 12 weeks occurs between fixed-term appointments, the period of casual employment will not constitute a break in continuous service;
 - (c) Any periods of casual employment will not count in the calculation for years of service; and
 - (d) Periods of unpaid leave, except for any periods of sick leave without pay of less than six months in accordance with sub-clause 39.7 or any periods of unpaid parental leave in accordance with sub-clause 44.6, do not count in the calculation for years of service.
- 55.7. All payments will be calculated using the staff member's base rate of pay (as defined in sub-clause 3.4) and the service fraction will be pro-rated over the staff member's entire eligible service period.
- 55.8. The retrenchment payment will be treated as a genuine redundancy for taxation purposes, to the extent allowed by the ATO rules.
- 55.9. Entitlements in the form of accrued annual leave and long service leave (if applicable) will also be paid at the cessation of the staff member's employment with the University.
- 55.10. The final payment will be made in the first regular pay cycle following the staff member's cessation of employment.

56 REDUNDANCY REVIEW

- 56.1. Within 10 working days of receipt of retrenchment notification, a staff member may request a review of the process that led to the redundancy of their position. The written request for a review must be in sufficient detail to enable understanding of the reasons for requesting the review and the basis for why the staff member believes the University has failed to comply with the provisions identified in sub-clause 56.4.
- 56.2. There will be no extension to the notice of retrenchment period and nothing in this Clause will affect the ability of the University to terminate a staff member once notice of retrenchment has been issued in accordance with Clause 55 (Retrenchment).
- 56.3. On receipt of a request for a review, the University will establish a Review Committee (**the Committee**) within five working days. Membership of the Committee will be as follows:
- (a) one external person, independent and external to the University who has the relevant industrial relations knowledge and experience (drawn from a list of Chairpersons agreed between the parties to this Agreement within three months of the commencement of this Agreement), who will be the Committee Chairperson;
 - (b) one UTS staff member nominated by the Vice-Chancellor (or nominee); and
 - (c) one UTS staff member nominated by the relevant Union (the staff member requesting the review will select either the NTEU or the CPSU as the relevant Union).
- 56.4. The role of the Committee will be to determine whether:
- (a) the University has complied with the processes outlined in Clause 52 (Major Workplace Change), Clause 53 (Redeployment), Clause 54 (Voluntary Separation) and Clause 55 (Retrenchment) of this Agreement;

- (b) where relevant and in accordance with sub-clause 52.14, the University has used fair and objective criteria to identify a position for redundancy.

56.5. The Committee:

- (a) will review details provided by the staff member in their written request for a review;
- (b) will review written submissions from the University outlining the process that led to the notification of retrenchment;
- (c) will allow the staff member to respond to any documentation submitted to the Committee by the University, noting that the staff member may also seek to address the Committee;
- (d) will allow the University to respond to any documentation submitted to the Committee by the staff member, noting that the University may also seek to address the Committee; and
- (e) may seek further material or a meeting with either party, if the Committee considers it necessary.

56.6. The Committee will provide a report of their findings to the University and the staff member.

56.7. If the Committee concludes that the University acted in accordance with the provisions identified in sub-clause 56.4, no further action will be taken.

56.8. If the Committee concludes that the University did not act in accordance with the provisions identified in sub-clause 56.4, the Vice-Chancellor (or nominee) will consider the Committee's report and:

- (a) determine what steps, if any, will be taken to remedy any perceived unfairness or failure to follow the processes identified in sub-clause 56.4;
- (b) determine if the redundancy will be rescinded; and
- (c) inform the staff member of the University's decision in writing.

Other Matters

56.9. The action of the Vice-Chancellor (or nominee) 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.

Part J

Managing Ill Health or Injury

PART J – MANAGING ILL HEALTH OR INJURY

57 INDEPENDENT MEDICAL EXAMINATION

Application

57.1. The procedures outlined in this Clause apply to all staff covered by this Agreement, excluding casuals.

Procedures

57.2. If the University believes there is doubt regarding a staff member's capacity to perform the duties of their position the University may direct the staff member to undergo an independent medical examination. The University will choose a medical practitioner to conduct the independent medical examination at the expense of the University.

57.3. The University will provide the staff member with at least four weeks' notice in writing that an independent medical examination is required. Within this notice period, or subsequently during this process, if the staff member elects to apply to their superannuation fund for ill-health retirement or temporary disability benefit and provides the University 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, the University will take no further action until such time as the superannuation fund has reached a decision on the application.

57.4. Where the superannuation fund decides that a staff member is capable of resuming work following a period of time on temporary disability benefits and the University elects to dispute this decision, the University may proceed to provide the staff member with at least four weeks' notice in writing that an independent medical examination is required.

57.5. Where an independent medical examination is conducted in accordance with this Clause, the medical practitioner will provide a report for the University's consideration. The report will include advice of the following:

- (a) when the staff member will be fit to resume full pre-injury / illness duties; and
- (b) provide medical opinion on reasonable workplace adjustments and a graduated return to work plan (if appropriate).

58 SEPARATION FROM EMPLOYMENT ON MEDICAL GROUNDS

Principles

58.1. 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 due to ill-health or from applying to their superannuation fund for a temporary or permanent disability benefit.

Procedures

58.2. If the independent medical examination referred to in sub-clause 57.5 reveals that the staff member is medically unfit to perform their duties, and is unlikely to be able to perform the full range of their pre-injury/ illness duties within 12 months, and the University cannot accommodate any reasonable workplace adjustments for more than 12 months, the University may terminate the staff member's employment.

58.3. In the circumstance set out in sub-clause 58.2, the University will provide six months' notice or payment in lieu of notice. The University will offer the staff member the opportunity to submit a resignation to mitigate the termination of employment. If the staff member

submits a resignation, the University will accept it immediately and will not proceed with action to terminate the staff member's employment.

- 58.4. The University will consider failure of a staff member to undergo an independent medical examination as prima facie evidence that the independent medical examination would have found that the staff member is unable to perform their duties and unlikely to be able to resume them within a reasonable period of time. In this case, the University may act in accordance with sub-clause 58.2. 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.
- 58.5. 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 discrimination legislation.

Review Process

- 58.6. A staff member may seek a review of the findings contained in the medical report by advising the University in writing, within 10 working days of the report being made available. The review must be accompanied by a report from a suitably qualified medical practitioner which states an alternative view to that contained in the medical report.
- 58.7. If such a request is received, the University will not proceed with termination of the staff member's employment prior to the outcome of the review process. Every effort will be made to appoint the medical review panel (**the panel**) no later than seven days from the staff member's request.
- 58.8. Where a review has been lodged by a staff member in accordance with sub-clause 58.6, the University will refer the original medical report to the panel which will be comprised of:
- (a) one suitably qualified medical practitioner nominated by the University, who is not the medical practitioner who undertook the original independent medical examination; and
 - (b) one suitably qualified medical practitioner nominated by the staff member.
- 58.9. The medical practitioners on the panel will be specialists in the relevant discipline having regard to the original medical report, and will have experience in providing medical fitness reports, and will be nominated or suggested by the Australian Medical Association, the staff member's superannuation fund or UniSuper, or will be a member of the panel of health providers used for such matters by NSW Health.
- 58.10. The medical practitioners on the panel will review the original medical report and determine whether the staff member is unfit as defined in sub-clause 58.2. The medical practitioners on the panel will undertake any medical assessments as may be necessary, and will provide a report to the University and to the staff member on their findings.
- 58.11. The University's final determination on whether or not the staff member's employment should be terminated will be guided by the findings of the panel.

Part K

Matters Specific to Academic Positions

PART K – MATTERS SPECIFIC TO ACADEMIC POSITIONS

59 DEVELOPMENT OF FACULTY WORKLOAD GUIDELINES

- 59.1. Within six months of the commencement of this Agreement, the Dean (or equivalent) will form a Faculty Workload Committee (**‘the Committee’**) to consult with continuing and fixed-term staff in the Faculty (or equivalent) and recommend a Faculty Workload Guideline for the Dean’s (or equivalent) consideration.
- 59.2. Any Faculty (or equivalent) who undertook a review or updated their Faculty Workload Guideline on or after 1 January 2022, the Faculty (or equivalent) will not need to conclude the process outlined in this Clause until September 2024 for application in the following year.
- 59.3. The Committee will include a mix of those staff performing the work regulated by the Faculty Workload Guideline and those staff responsible for assigning the work regulated by the Faculty Workload Guideline. At least half of the Committee membership will be staff performing the work regulated by the Faculty Workload Guideline on a day-to-day basis.
- 59.4. To form the Committee, the Dean (or equivalent) will seek expressions of interest from the Faculty and appoint members with an aim of ensuring diversity of representation, including by gender, level and discipline. The Dean (or equivalent) will also appoint a Chairperson from the membership of the Committee.
- 59.5. Membership on the Committee will form part of an academic staff member’s service and engagement workload allocation.
- 59.6. During the initial stages of the process, the Dean (or equivalent) will meet with the Committee to provide an overview of any relevant information that the Committee will need to have regard to, including the identification of specific Faculty level service roles, in recommending a Faculty Workload Guideline that will apply to continuing and fixed-term academic staff in the Faculty (or equivalent).

Draft Faculty Workload Guideline

- 59.7. The Committee will develop a draft Faculty Workload Guideline in a collegial manner in accordance with this Clause and informed by the information provided by the Dean (or equivalent) and the input of continuing and fixed-term academic staff in the Faculty (or equivalent).
- 59.8. Where necessary and to accommodate disciplinary differences within the Faculty (or equivalent), the Faculty Workload Guideline may include variations within its various components.
- 59.9. The Committee members will seek feedback from continuing and fixed-term academic staff in their Department/ School throughout this process (including through Department/ School meetings) with the aim of the Committee reaching an informed consensus on all components of the draft Faculty Workload Guideline, including the time taken to complete the work.
- 59.10. Where the Committee cannot reach consensus within four weeks of the draft Faculty Workload Guideline being proposed, the Committee will meet with the Dean (or equivalent) to discuss points of difference and finalise the final draft Faculty Workload Guideline.

59.11. The final draft Faculty Workload Guideline, developed by the Committee, will be provided to continuing and fixed-term academic staff in the Faculty (or equivalent) for consultation and input.

59.12. Continuing and fixed-term academic staff in the Faculty will be provided with a period of no more than four weeks to review the final draft Faculty Workload Guideline and provide feedback to the Committee.

Recommended Faculty Workload Guideline

59.13. Following consideration of the feedback from continuing and fixed-term academic staff in the Faculty, and any amendments as appropriate, the Committee will provide a recommended Faculty Workload Guideline to the Dean (or equivalent) for final review.

Final Faculty Workload Guideline

59.14. The Dean (or equivalent) is responsible for approving the Faculty Workload Guideline. In doing so, the Dean (or equivalent) must consider the recommendations of the Committee and feedback from academic staff in the Faculty. The Dean will provide staff in the Faculty with access to the final Faculty Workload Guideline, including any specific Department/School variations.

60 COMPONENTS OF A FACULTY WORKLOAD GUIDELINE

60.1. Faculty Workload Guidelines will reflect the time taken to complete the work. The components of a Faculty Workload Guideline will include (as relevant for the Faculty), but will not be limited to:

- (a) maximums for each of the following:
 - i. contact hours (including face-to-face or online equivalent) per week, averaged over teaching weeks (noting that consideration will be given by individual Faculties to the method of delivery and assessment load as this may influence time commitments for contact hours and other teaching-related activities);
 - ii. expected preparation hours per week, averaged over teaching weeks;
 - iii. expected hours of interaction with students (on-line or in-person) per week, averaged over teaching weeks;
 - iv. expected marking hours per week, averaged over teaching weeks;
 - v. the number of research degree students and/or coursework research projects that a staff member supervises (in Faculties where HDR supervision is a teaching-related activity);
 - vi. expected subject and/or teaching program coordination hours per week, averaged over teaching weeks; and
 - vii. the number of subjects coordinated per person per session, averaged over a year (this may include specification of the level and/or size of subjects).
- (b) time-based allocations for specific Faculty level service roles;
- (c) time-based allocations for specific University level service roles.

61 VARIATION OF FACULTY WORKLOAD GUIDELINES

- 61.1. The Faculty Workload Guidelines will be reviewed at least every three years.
- 61.2. Where minor changes are required, including any Department/ School variations, the Dean (or equivalent) will seek a recommendation from the Faculty Workload Committee.
- 61.3. Where major changes are necessary, the process set out in Clause 59 will apply.

62 INDIVIDUAL WORKLOAD ALLOCATION

- 62.1. Continuing and fixed-term academic staff will be allocated work in accordance with this Clause and the provisions of the relevant Faculty Workload Guideline. Workload allocation processes will be transparent, consultative, equitable and reasonable.
- 62.2. An annual workload allocation will be developed for each staff member, following consultation between the supervisor (or person responsible for workload allocations) and the staff member, in accordance with the provisions of Clause 17 (Workplanning and Review). The workplan will specify the workload allocation that the staff member will be undertaking in the coming academic year, including the proportions of each workload component.
- 62.3. Academic workload allocation will be in accordance with the relevant Faculty Workload Guideline and will normally consist of three major components:
 - (a) **teaching and teaching-related activities:** educational provision and/or subject and/or teaching program/ course coordination and/or marking and assessment for undergraduate, postgraduate and higher degree, industry programs, short courses, micro credentials etc., and covering all forms of suitable product including student support/success activities, and covering all forms of suitable educational pedagogical development and quality control;
 - (b) **research and research-related activities:** contributions to discipline-based research and/or discipline education scholarship and research; pedagogical research to organise and distil existing and new knowledge to bring about improvements in teaching and/or education development; and/or the dissemination of research through academic, industry and media channels; and/or professional activity including supervision, including HDR supervision, relevant to these activities; and
 - (c) **service and engagement activities:** contributions to academic administration and management; and/or coaching and guidance of other staff (including casual academic staff); and/or leadership both internal and external to the University; and/or professionally related engagement within the professions/disciplines and the community, and/or philanthropic, alumni, media and communications activities. This component may also include teaching program/ course coordination (as relevant).
- 62.4. In allocating the workload, the supervisor will seek to balance the interests of the staff member and the University, having regard to the following considerations:
 - (a) the staff member's preferences, abilities, stage of career/academic level and career profile;
 - (b) the staff member's research plans and level of research activity;
 - (c) the needs of the Department/ School and Faculty relating to teaching, research and service commitments;

- (d) any special appointments or service commitments – e.g. leadership appointments (such as teaching leadership, research leadership or administrative leadership), or membership on Faculty/ University committees etc.;
 - (e) the staff member’s personal circumstances, including equity considerations, leave plans (including the impact of extended leave such as parental leave), return to work plans and reasonable accommodations for disability or carer’ responsibilities.
- 62.5. A **‘teaching and research academic career profile’** will comprise a default of 40% teaching and teaching-related activities, 40% research and research-related activities, and 20% service and engagement activities.
- 62.6. An **‘education focused academic career profile’** will comprise a default of a maximum 70% teaching and teaching-related activities, 20% research and research-related activities, and 10% service and engagement activities.
- 62.7. A **‘teaching and clinical facilitation academic career profile’** will comprise a default of 60% teaching and teaching-related activities/ service and engagement activities, and 40% clinical facilitation. These academic staff are registered health professionals, involved in current clinical practice, employed by the University to facilitate student learning in an off-campus clinical setting and/ or on-campus environment.
- 62.8. UTS is committed to the integrated academic role as the predominant career profile for UTS academic staff. The majority of continuing and fixed-term academic staff in each Faculty will have a teaching and research academic career profile. However, academic staff have access and may agree to career profiles that emphasise other specialisations and variations to those described at sub-clauses 62.5, 62.6 and 62.7, such as a workload allocation that is research-focused, or workload allocations that have no research expectations or requirement to undertake research.
- 62.9. Academic staff members have the opportunity to transition to a different career profile as part of the annual workplanning and review process described in Clause 17 of this Agreement. In the circumstances where a staff member seeks to transition from an education focused academic career profile to a teaching and research academic career profile, the staff member must demonstrate that they meet, or are likely to meet, the requirements of the career profile with a reasonable research plan aligned to the Faculty’s research goals.
- 62.10. An alternative to the default patterns described in sub-clauses 62.5, 62.6 and 62.7 may be discussed and agreed between the University and the academic staff member for a defined period as part of the annual workplanning and review processes.
- 62.11. New staff appointed to Level A or Level B positions, in any career profile, may be required by the University to undertake a 2-year development program such as a Graduate Certificate in Higher Education Teaching and Learning, or similar. The 2-year development program will consider the staff member’s prior experiences, existing expertise and areas that would most benefit the staff member in performing their appointed position. For these staff, a maximum 25% of their workload will be allocated to completing all components of the development program within the two-year period. The relevant default academic workload allocation pattern will be restored at the conclusion of this period.
- 62.12. Academic staff appointed by the University in accordance with Clause 69 (Transitioning Casual Academic Work to Continuing Appointments) will be allocated work in accordance with that Clause.
- 62.13. Each staff member will be given a schedule showing their workload allocation, and that of all staff members in the relevant Department/ School, for the academic year (or session).

Individual Workload Limitations

- 62.14. An academic staff member's allocated workload will be such that it can be undertaken within an average of 35 hours per week (pro-rata for part-time).
- 62.15. Academic staff will not be required to work more than 1610 hours per year (pro-rata for part-time), which allows for 140 hours of annual leave to be taken each year and for University/ public holidays. The 1610 annual hours of work (pro-rata for part-time) will be adjusted accordingly if more or less annual leave is taken and/or if any approved long service leave is taken.
- 62.16. The hours of work allocated for the teaching and teaching-related component of an academic staff member's workload allocation will reflect the relevant percentage for their career profile, and accordance with their annual workplan (e.g. 1610 multiplied by 0.4 would equate to 644 annual hours for a workload allocation of 40% teaching and teaching-related activities).
- 62.17. An academic staff member may agree to perform work above the limitations provided by this Clause and/or the relevant Faculty Workload Guideline for an agreed period (such as a total workload allocation of 110% in order to perform additional teaching and teaching-related activities during a teaching period). In this circumstance the staff member will receive an equivalent reduction in workload allocation at an agreed point in time within a two-year period (such as a total workload allocation of 90% in a subsequent teaching period).
- 62.18. Academic workload allocations will allow for at least six weeks during the calendar year where the academic staff member will not be required to undertake coursework, subject coordination, teaching or marking and assessment duties. At least four of the six weeks will be consecutive weeks, unless otherwise agreed.
- 62.19. Academic staff (excluding those with a teaching and clinical facilitation academic career profile) will not be required to:
- (a) teach after 9.30pm, except when teaching offshore (e.g. Hong Kong, SILC and SSTC);
 - (b) teach on more than two evenings per week;
 - (c) teach for longer than four hours without a break of at least 30 minutes, and for no longer than seven hours in one day;
 - (d) commence teaching within 10 hours of the conclusion of a teaching session conducted on the previous day.

63 REVIEW OF INDIVIDUAL WORKLOAD ALLOCATION

- 63.1. If a continuing or fixed-term staff member believes their workload is inconsistent with the Faculty's Academic Workload Guideline and/ or the provisions of Clause 62 (Individual Workload Allocation), they should discuss the matter with their Head of Department/ School (or equivalent) in the first instance. If any issues are unresolved after such discussions, the staff member may seek a review of their workload allocation with the Dean. Should the matter remain unresolved, a staff member may request to have their work allocation reviewed by an independent reviewer. Any such review will be limited to investigating compliance with the Faculty's Academic Workload Guideline and the provisions of Clause 62 (Individual Workload Allocation).
- 63.2. When a request for a review by an independent reviewer arises, the independent reviewer will be:
- (a) an academic with experience in allocating workloads;

- (b) outside the staff member's Faculty;
- (c) appointed by the Executive Director, People and Culture (or nominee), following consultation with the NTEU Branch President.

63.3. The independent reviewer will:

- (a) consider any written submission made by the staff member;
- (b) consider the staff member's workload allocation having regard to the Faculty's Academic Workload Guideline and any relevant Department/ School variations;
- (c) make an assessment as to the reasonableness of the workload allocation; and
- (d) make recommendations to the Executive Director, People and Culture (or nominee) as to a suggested resolution, if any.

64 INCREMENTAL PROGRESSION WITHIN CLASSIFICATIONS LEVELS

- 64.1. Continuing and fixed-term staff members who are not at the maximum pay point for their classification level will progress to the next pay step within the classification level on the anniversary of their appointment.
- 64.2. An increment may only be withheld by the University where a staff member's performance is subject to the provisions of Clause 48 (Unsatisfactory Performance) or the staff member has been served with formal allegations consistent with Clause 49 (Misconduct and Serious Misconduct).
- 64.3. Where an increment is withheld in accordance with sub-clause 64.2, incremental progression will be restored when the staff member's performance returns to a satisfactory standard or the formal allegations have been unsubstantiated.

65 PROGRESSION FROM CLASSIFICATION LEVEL A TO LEVEL B

- 65.1. Classification Level A is the career entry level for continuing and fixed-term academic staff and there is an expectation that most staff appointed at classification Level A will progress to classification Level B.
- 65.2. The process outlined in this Clause has been developed to facilitate career development and progression of staff classified as academic Level A and replaces promotion from Level A to Level B.

Process

- 65.3. Continuing and fixed-term staff at classification Level A may apply to the Dean (or equivalent) for progression to classification Level B at any time after serving at least 12 months at classification Level A.
- 65.4. Applicants must supply accompanying evidence of meeting the requirements of classification Level B, as set out in the MSALs at **Schedule 5** of this Agreement. The supporting information supplied is expected to reflect the applicant's recent performance and achievements at UTS.
- 65.5. Where progression to classification Level B is not approved, the staff member will be provided with written feedback, including the reason why progression was not approved.
- 65.6. The Dean (or equivalent) may determine an accelerated progression of steps within the classification Level A, rather than progression to classification Level B. This would apply where, in the view of the Dean (or equivalent), the applicant has not met the necessary

requirements for progression but the staff member has made substantial progress towards meeting those requirements.

66 ACADEMIC PROMOTION

- 66.1. Continuing and fixed-term academic staff at classification Level B - D are eligible to apply for academic promotion. Academics are eligible to apply for promotion twice in any four-year period.
- 66.2. Academic promotion will be managed in accordance with the University's *Academic Promotion Policy*.

67 PROFESSIONAL EXPERIENCE PROGRAM (PEP)

- 67.1. The UTS Professional Experience Program (PEP) enables continuing academic staff to undertake activities to develop their academic work and advance the UTS 2027 strategy and faculty/division strategic objectives.
- 67.2. PEP participation is neither a right nor an entitlement of academic employment. Each application for PEP is considered on its merits and is approved at the University's discretion.
- 67.3. Applications are considered through a competitive process that assesses the benefits to the individual and to the University, taking into consideration any operational requirements.
- 67.4. PEP will be managed in accordance with the University's *Professional Experience Program Policy*.

Eligibility

- 67.5. The following minimum service requirements apply for PEP eligibility:
- (a) Eligible staff must have three years' service with UTS as at 1 January or 1 July prior to the proposed commencement date of the PEP;
 - (b) Full-time and part-time continuous service (at classification Level A or above) at another Australian University will be included in the eligibility calculation if continuous with UTS service. For the purposes of this Clause, continuous service means where the period between ending with one employer and starting with the next is not greater than two months (the intervening period is not counted as service);
 - (c) Any periods of casual employment will not count towards years of service;
 - (d) Periods of unpaid leave, except for any periods of sick leave without pay of less than six months in accordance with sub-clause 39.7 or any periods of unpaid parental leave in accordance with sub-clause 44.6, do not count towards years of service;
 - (e) The staff member is able to perform duties at the University for at least six months after the completion of PEP;
 - (f) The length of the minimum period of qualification for eligibility for a second and subsequent PEP will be proportionate to the length of PEP applied for:

Period of PEP Applied for	Minimum Service Qualifying Period
13 - 14 weeks	2 years
15 - 18 weeks	2.5 years
19 - 26 weeks	3 years

- (g) For PEP applications in excess of 26 weeks, the minimum qualifying period will be calculated on the basis of 3.6 weeks for each six-month period. This will be granted only in exceptional circumstances as determined by the Dean.

- 67.6. In addition to the eligibility and service requirements, the following performance requirements impact PEP eligibility. A staff member must have:
- (a) participated in University's annual workplanning and review processes;
 - (b) at minimum, must have met performance expectations for the previous three years as evidenced by the workplan review documentation;
 - (c) met UTS's standards of academic and personal conduct; and
 - (d) where relevant, met previous PEP planned outcomes, reporting and other internal communication requirements.

68 CASUAL ACADEMIC STAFF

Definitions

- 68.1. **'Casual academic staff'** are engaged to perform the duties consistent with **Schedule 2** (Academic Activity Descriptors and Base Rate of Pay – Casual) and in accordance with Clause 28 (Casual Appointment).
- 68.2. **'Lecture'** means any educational delivery that is a **primary form of education delivery** where information on the subject topic is delivered to the students for the first time. A lecture may be delivered as face to face education or through a different mode.
- 68.3. **'Tutorial'** means any educational delivery that is a **supplementary form of education delivery** which involves a facilitated discussion where matters covered elsewhere in the subject content are discussed, applied in practice, clarified or elaborated. A tutorial may be delivered as face to face education or through a different mode.
- 68.4. A seminar, design studio, lab, block or other forms of delivery by any other name may be the primary form of education delivery or the supplementary form of education delivery. Seminars (or delivery by any other name) that are supplementary forms of education delivery will be paid at the appropriate **tutorial rate**. Seminars (or delivery by any other name) that are not a supplementary form of education delivery will be paid at the appropriate **lecture rate**.
- 68.5. **'Clinical Facilitation'** means any educational delivery to facilitate student learning during clinical placement in an off campus clinical setting and/ or on campus environment.
- 68.6. **'Marking'** means all marking and assessment activities, other than contemporaneous marking and assessment conducted during lecturing, tutoring, and clinical facilitation.
- 68.7. **'Other Academic Activity'** means all other work that casual academic staff are required to be perform not described in sub-clause 68.2 - 68.6 above. Other Academic Activity includes, but is not limited to:
- (a) the conduct of practical classes, demonstrations, workshops, student field excursions that require no preparation by the staff member before the activity and no consultation or any other associated tasks following the activity;
 - (b) attendance at departmental and/or Faculty meetings and other meetings and briefings with supervisors or other staff;
 - (c) policy familiarisation and/or completion of mandatory compliance training modules;
or
 - (d) authorised career development activities in accordance with sub-clause 68.13.

Academic Activity Descriptors and Rates of Pay

68.8. Casual academic staff will be paid the applicable base rate of pay provided for in **Schedule 2** (Academic Activity Descriptors and Base Rate of Pay – Casual) and include a casual loading of 25%. All pay increases are effective from the first full pay period commencing on or after the date indicated.

68.9. The rate of pay is derived from the following formula ‘**relevant pay point**’ divided by 52 divided by 37.5 multiplied by the number of hours (including associated duties) multiplied by the 25% casual loading.

68.10. The relevant pay point as indicated in **Schedule 2** is as follows:

- (a) Classification Level A Step 2 operative immediately prior to certification of the *University of Technology Sydney Academic Staff Agreement 2004*

1.00%	1.00%	1.75%	2.25%	2.25%	1.75%	1.75%	1.50%	1.50%
1-Nov-21	1-May-22	1-Nov-22	1-May-23	1-Nov-23	1-May-24	1-Nov-24	1-Mar-25	1-Aug-25
\$77,944	\$78,723	\$80,101	\$81,903	\$83,746	\$85,211	\$86,703	\$88,003	\$89,323

- (b) Classification Level A Step 3 in **Schedule 1**

- (c) Classification Level B Step 2 in **Schedule 1**

68.11. Casual academic staff who are unable to deliver the face-to-face component (or delivery other than face-to-face mode) of a lecture, tutorial, or clinical facilitation session because of illness will be paid for the associated preparation time if their supervisor is satisfied the work was undertaken.

Training and Development

68.12. When the University requires casual academic staff to familiarise themselves with UTS policies and complete mandatory compliance training modules, payment will be made at the ‘Other Academic Activity’ rate.

68.13. Casual academic staff are entitled to up to 10 paid hours per year to undertake career development activities, subject to the approval of the supervisor. Such activities will be paid at the ‘Other Academic Activity’ rate.

68.14. The University will consider a range of factors in relation to any request by a casual academic staff for support in career development in accordance with sub-clause 68.13, including:

- (a) the staff member’s period of employment at the University;
- (b) whether the staff member is enrolled as a student, or is primarily employed by an organisation other than UTS; and
- (c) the relevance of the career development activity to the staff member’s duties, discipline or academic career development.

69 TRANSITIONING CASUAL ACADEMIC WORK TO CONTINUING APPOINTMENTS

Principles

69.1. The University will provide access to more secure employment for staff engaged on casual academic appointments and ensure quality education experiences for students. The aim of this Clause is that academic staff members appointed through the program will perform work that was previously performed by casual academic staff members.

- 69.2. Where a continuing academic position is made redundant, academic staff appointed as part of the program will not perform the teaching work previously undertaken in the redundant position.
- 69.3. For these positions the University will determine what Faculty/ Division the positions will be created in as part of the program and what initial academic career profile will apply.
- 69.4. Each academic position appointed through the program will perform teaching and teaching-related work that was previously performed by casual academic staff. A staff member appointed as part of the program has the opportunity to transition to a different career profile as part of the annual workplanning and review process described in Clause 17 and in accordance with the provisions of Clause 62 (Individual Workload Allocation).

The Program

- 69.5. Between the commencement date of the Agreement and its nominal expiry date, the University will create 110 Full Time Equivalent (FTE) continuing academic positions, in accordance with the process outlined in sub-clause 69.8 - 69.11, in a staged approach as follows:
- (a) By 1 December 2023, 40 FTE positions;
 - (b) By 1 June 2024, 20 FTE positions;
 - (c) By 1 December 2024, 20 FTE positions;
 - (d) By 1 June 2025, 30 FTE positions.
- 69.6. To qualify for participation in the program, applicants must:
- (a) have been awarded or have submitted a PhD (or equivalent experience); and
 - (b) have at least 12 months of casual academic teaching experience within the past two years, equating to at least 0.4 FTE; and
 - (c) not have held a continuing position with UTS, or any other university, in the previous three years; and
 - (d) provide verification that they satisfy the criteria in (a) to (c) above.
- 69.7. Academic appointments under the program:
- (a) will be continuing appointments in accordance with Clause 26 (Continuing Appointment) of this Agreement; and
 - (b) may be made at a fraction of not less than 0.5 FTE; and
 - (c) will be at a minimum of Level A Step 3 of **Schedule 1** of this Agreement.

The Process

- 69.8. In the first instance, applications for positions created as part of the program will only be open to staff currently engaged by UTS on a casual academic appointment. Applications will be open for at least two weeks.
- 69.9. If the University is not able to fill positions from the pool of UTS casual academic staff at any stage outlined at sub-clause 69.5, the University will provide an update to the Implementation Committee established in accordance with Clause 11 of this Agreement. The Implementation Committee will consider other steps to promote the program in order to fill the positions.
- 69.10. Only after the steps in sub-clause 69.8 - 69.9 are complete, and where positions created as part of the program are not filled by internal applicants, the University may then open

those roles to applications from staff engaged by other Australian universities on a casual academic appointment.

69.11. Where no applicant is appointable following the steps of sub-clause 69.8 - 69.10, the University may appoint any other internal or external candidates who otherwise demonstrate they meet the requirements of the roles created through the program.

Corresponding reduction in casual employment

69.12. Over the nominal term of this Agreement the program will reduce the University's use of casual employment by at least 20% on a FTE basis, compared to its casual academic FTE as reported to the Department of Education, Skills and Employment (DESE) at June 2023.

69.13. The actual reduction in casual employment will be proportionate to the teaching and teaching related workload undertaken by positions created as part of the program.

Reporting to Implementation Committee

69.14. During the nominal term of this Agreement the University will report to the Implementation Committee, established in accordance with Clause 11 of this Agreement, at least every 12 months on:

- (a) the total number of positions created and filled as part of the program;
- (b) the career profile of each position;
- (c) the Faculty/ Division and disciplines in which the appointments were made; and
- (d) the FTE reduction in the volume of casual academic work performed.

Part L

Matters Specific to Professional Positions

PART L – MATTERS SPECIFIC TO PROFESSIONAL POSITIONS

70 ORDINARY HOURS OF WORK

70.1. Professional staff members may be engaged as **'day staff'** or **'shiftwork staff'**.

Day staff

70.2. A full-time day staff member works five seven-hour days per week (i.e. 35 hours per week) Monday to Friday between the hours of 7:00am to 7:00pm, excluding public holidays, except where other approved arrangements in accordance with the provisions of this Agreement are in place.

70.3. The established pattern of hours for a day staff member is the pattern of hours, within the span of hours referred to in sub-clause 70.2, will be consistent with the operational needs of the work unit.

70.4. Where a supervisor proposes to temporarily or permanently change the established pattern of hours, the supervisor will give staff in the work unit at least four weeks' notice of such a change.

70.5. If the supervisor is satisfied that there are good and sufficient reasons why a staff member cannot alter their established pattern of hours, then the staff member will not be required to work the changed hours. Such good and sufficient reasons may include (but are not limited to) safety concerns or the personal, family and carer's commitments of the staff member.

Shiftwork staff

70.6. A full-time shiftwork staff member works five seven-hour days per week (i.e. 35 hours per week) according to an allocated shift roster which extends beyond 7:00am to 7:00pm Monday to Friday. This means that rostered shifts for shiftwork staff may fall on weekends or public holidays and shiftwork staff may start before 7:00am or finish after 7:00pm.

Rest pauses

70.7. A staff member who works more than four consecutive hours, per appointment, is entitled to a paid rest pause of 10 minutes (in addition to any unpaid meal break) at a time that is convenient to the work area.

Unpaid meal break

70.8. A staff member will not be required to work for more than five consecutive hours a day, per appointment, without taking an unpaid meal break of at least 30 minutes.

71 PROFESSIONAL WORKLOAD ALLOCATION

71.1. The objective of this Clause is to ensure that workloads are sustainable, equitable, transparent and manageable.

71.2. A professional staff member's allocated workload will be such that it can be undertaken within an average of 140 hours in a four-week cycle (pro-rata for part-time).

71.3. Supervisors are responsible for the ongoing management of workloads in consultation with staff and in accordance with Clause 17 (Workplanning and Review).

71.4. Workloads will be discussed with the staff member and determined on an equitable, reasonable and balanced basis taking into consideration:

- (a) the staff member's appointment fraction (for part-time staff);

- (b) the position description, the staff member's skills and capabilities and any development needs of the staff member; and
 - (c) the importance of maintaining an appropriate balance between work and personal life.
- 71.5. It is recognised that reasonable overtime in accordance with Clause 75 may, from time to time, be required to meet operational needs of the University, and it is the responsibility of supervisors to ensure that unreasonable expectations are not placed on professional staff.
- 71.6. Supervisors will monitor the workload of staff members so that they are not asked to perform work for which they receive no payment or time off in accordance with the relevant provisions of this Agreement.
- 71.7. Supervisors are responsible for facilitating effective management of:
- (a) leave balances in accordance with Clause 37;
 - (b) flexitime hours in accordance with Clause 72;
 - (c) rostered days off in accordance with Clause 73; and
 - (d) time off in lieu of overtime payment in accordance with Clause 75.
- 71.8. A staff member who has (or a group of staff who have) concerns about their workload will in the first instance discuss the matter with their supervisor to seek support with resolving the problem. The supervisor will formally consider the concerns and provide the staff member (or group of staff) with details of their consideration in writing within a period of two weeks.
- 71.9. If the issue cannot be resolved between the staff member(s) and their supervisor, the matter may be escalated to the next level manager where the staff member(s) will set out:
- (a) their workload concerns;
 - (b) evidence of the cause and consequences; and
 - (c) where possible, propose a reasonable remedy for the University's consideration.
- 71.10. The next level manager will respond to the staff member(s) within two weeks in writing, which may include solutions to address the problem (including determining if the staff member's workload needs to be altered and how) without impacting the classification of the position(s), and the timeframe this will be achieved.
- 71.11. Should the staff member(s) not be satisfied with the outcome, the staff member(s) may refer the matter to the Executive Director, People and Culture (or nominee) to suggest an appropriate resolution.

72 FLEXITIME

- 72.1. Flexitime is a mechanism for continuing and fixed-term staff who do not work to a roster, and wish to work additional hours during the established pattern of hours for the work area in order to take time off at a future date. Participation of a work area in any flexitime scheme is not an automatic entitlement and is subject to agreement by the relevant Dean or Director (or delegate) and the provisions of sub-clause 18.8 (c).
- 72.2. Staff must use a timesheet to track their day-to-day times of starting, finishing and meal breaks. Timesheets completed by staff must be monitored and approved by supervisors.
- 72.3. Flexitime hours must be accrued prior to requesting and taking the time off. Time off will be taken at a mutually agreed time, and a maximum of 14 hours may be held in balance.

- 72.4. Staff are able to take flexitime hours off in any quantum, including short periods, half days, as a whole day, or multiple days.
- 72.5. Supervisors will not require a staff member to work additional hours as a mechanism for avoiding the payment of overtime. Where the University requires a staff member to work additional hours, overtime in accordance with Clause 75 of this Agreement will apply.
- 72.6. Staff must use any flexitime hours in balance prior to the cessation of their employment with the University or transfer to another Faculty/ Division (or equivalent).

73 ROSTERED DAY OFF (RDO)

- 73.1. Where staff work to a roster with set times of starting and finishing and meal breaks, and they wish to work additional hours as part of a rostered day off scheme, rostered days off will form part of the roster. Staff in this circumstance will not be able to work additional hours as part of a flexitime scheme as provided for in Clause 72 of this Agreement. Participation of a work area in any rostered day off scheme is not an automatic entitlement and is subject to agreement by the relevant Dean or Director (or delegate).
- 73.2. Supervisors will not require a staff member to work additional hours as a mechanism for avoiding the payment of overtime. Where the University requires a staff member to work additional hours, overtime in accordance with Clause 75 of this Agreement will apply.

74 SHIFTWORK

Principles

- 74.1. The provisions outlined in this Clause apply to professional staff who are engaged as shiftworkers only.
- 74.2. Any areas of the University which operate shiftwork arrangements at the time of the making of this Agreement will continue to operate such arrangements after the making of this Agreement.
- 74.3. Should a Dean/ Director wish to introduce shiftwork to an area of the University which does not currently operate shiftwork arrangements, the provisions of Clause 52 (Major Workplace Change) will apply.

Scheduling shift rosters

- 74.4. Shift rosters will show the start and finish times for shifts that shiftwork staff are required to work within a fortnightly pay cycle, and their rostered days off in accordance with Clause 73 of this Agreement.
- 74.5. Shift rosters will provide staff with two consecutive days off per week.
- 74.6. Where a rostered day off falls on a proclaimed public holiday, the staff member will be provided with an alternative day off.
- 74.7. Supervisors will consult with staff who perform shiftwork before finalising the shift roster. The shift roster will be communicated to staff at least four weeks prior to its commencement.
- 74.8. Once communicated, there will be no changes to the shift roster without consultation with the staff concerned.

Changes to shift rosters

- 74.9. Individual shifts or rostered days off may be swapped by agreement between staff members and the supervisor.

74.10. If a staff member is required by the University to work on their rostered day off, overtime will be paid in accordance with Clause 75 of this Agreement.

74.11. If a staff member is required by the University to fill a shift at short notice (i.e. within 24 hours), the staff member will be reimbursed for reasonable costs of travel (e.g. public transport, taxi/rideshare or parking fees and any toll fees) on submission of receipts.

Shift penalty rates

74.12. All shiftwork will be paid at the following multiple of a staff member's base rate of pay for all ordinary hours worked during rostered shifts:

Shift	Multiple
Day shift starts at or after 7:00am and finishes at or before 7:00pm, Monday to Friday	100%
Early morning shift starts at or after 4:00am and before 7:00 am, Monday to Friday	110%
Early afternoon shift starts at or after 10:00am and before 1:00 pm, Monday to Friday	110%
Afternoon shift starts at or after 1:00pm and before 4:00pm, Monday to Friday	112.5%
Night shift starts at or after 4:00pm and before 4:00am, Monday to Friday	115%
Non-rotating night shift , is where a staff member works night shift for more than two thirds of the fortnightly pay cycle	130%
Saturday , including shifts that start before midnight Friday and finish on Saturday	150%
Sunday , including shifts that start before midnight Saturday and finish on Sunday	175%

Rates not cumulative

74.13. To avoid doubt, shift penalty rates at sub-clause 74.12 do not apply when work is performed in accordance with Clause 75 (Overtime) or Clause 76 (On-Call Allowance and Rate of Pay). However, the 25% casual loading does apply in addition to any applicable shift penalty rate.

75 OVERTIME

Principles

- 75.1. The University may require a professional staff member to work reasonable overtime. Where possible, supervisors should give at least 48 hours' notice that overtime may be required.
- 75.2. If the supervisor is satisfied that there are good and sufficient reasons why a staff member cannot work such overtime, then the staff member will not be required to work that overtime. Such good and sufficient reasons may include (but are not limited to) safety concerns or the personal, family and carer's commitments of the staff member.
- 75.3. Overtime, or time off instead of payment for overtime as described at sub-clause 75.16 - 75.21, is not permitted without prior authorisation from the relevant supervisor.
- 75.4. Claims for payment of overtime must be submitted at the end of the fortnightly pay cycle in which the overtime was worked. Claims not made in accordance with this provision may be declined.
- 75.5. Part-time professional staff (continuing and fixed-term) will be paid a 25% loading on their base rate of pay for any additional hours up to 35 hours a week, before overtime is applicable.

When overtime occurs

- 75.6. Overtime for a continuing or fixed-term professional staff member is payable when they are required by the University to work:

- (a) more than the ordinary hours of work as described at sub-clause 70.2 or sub-clause 70.6; or
 - (b) outside the ordinary hours of work as described at sub-clause 70.2 or sub-clause 70.6.
- 75.7. Overtime for a casual professional staff member is payable when they are required by the University to work:
- (a) more than seven hours in any one day, Monday to Friday (excluding public holidays); or
 - (b) on a Saturday, Sunday or public holiday.
- 75.8. Overtime does not apply where additional hours are worked in connection with Clause 72 (Flexitime) or Clause 73 (Rostered Day Off).
- 75.9. Overtime does not apply where work is performed in accordance with Clause 76 (On-Call Allowance and Rate of Pay).
- 75.10. Overtime does not apply if a staff member agrees to work on a public holiday in exchange for an alternative day off in accordance with sub-clause 36.2 - 36.3.
- 75.11. Overtime does not apply where additional hours are worked for the purposes of an authorised flexible working arrangement in accordance with Clause 18 (Requests for Flexible Working Arrangements) of this Agreement.

Overtime meal allowance

75.12. Staff who are required to work overtime in accordance with this Clause will receive an overtime meal allowance, in line with the ATO threshold for overtime meal allowance, if they work more than three consecutive hours of overtime.

Rates payable for overtime

75.13. All overtime worked will be paid at the following multiple of a staff member's base rate of pay:

Multiple	Situation
150%	<ul style="list-style-type: none"> • Up to the first two consecutive hours worked, Monday to Saturday.
200%	<ul style="list-style-type: none"> • For all additional consecutive hours worked, where more than two hours overtime is worked, Monday to Saturday.
200%	<ul style="list-style-type: none"> • All consecutive hours worked on a Sunday. • A minimum payment of three hours at this rate will be paid, irrespective of the hours worked. • However, in the case of shiftwork staff, the minimum payment will not apply when overtime is worked immediately before or after a rostered shift.
250%	<ul style="list-style-type: none"> • All consecutive hours worked on a public holiday. • A minimum payment of four hours at this rate will be paid, irrespective of the hours worked. • However, in the case of shiftwork staff, the minimum payment will not apply when overtime is worked immediately before or after a rostered shift.

Rates not cumulative

75.14. The overtime rates at sub-clause 75.13 and the 25% casual loading (for casual staff) are not cumulative. Where a staff member is entitled to more than one of these rates, only the highest applicable rate will be paid.

10-hour minimum break following overtime

75.15. Where overtime is necessary, a staff member must have at least 10 consecutive hours off without loss of pay before they are required to resume their ordinary hours of work on the day immediately following the completion of overtime.

Time off instead of payment for overtime

75.16. A continuing or fixed-term staff member may request time off instead of payment for overtime. Approval of such a request will be at the discretion of the supervisor.

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

75.18. The maximum number of hours of time off in lieu of overtime a staff member may accumulate is 35 hours (pro-rata for part-time staff).

75.19. Time off in lieu of overtime will be taken at a mutually agreed time, except that the time in lieu will be taken within three months of the time that the overtime was worked.

75.20. Where the time in lieu has not been taken within the three-month period, the staff member will be paid for the overtime at the applicable rate.

75.21. Where the time in lieu has not been taken prior to the cessation of a staff member's employment, the staff member will receive payment for the overtime at the applicable rate upon termination of their employment. Any payment for accrued time in lieu will be capped at 35 hours (pro-rata for part-time staff) in accordance with sub-clause 75.18.

76 ON-CALL ALLOWANCE AND RATE OF PAY

76.1. To ensure that the University operates effectively at all times, continuing or fixed-term staff may need to be 'on-call' to perform duties relating to the maintenance of equipment and systems and the provision of critical services. On-call arrangements occur where a continuing or fixed-term staff member is required to be contactable and on-call to perform such work outside of their ordinary hours of work, either at the workplace or elsewhere. Due to the nature of this work, the provisions of this Clause do not apply to casual staff.

76.2. The times that a staff member is expected to make themselves available to be on-call will be specified by supervisors at least two weeks in advance, however, a shorter period of advanced notice may be agreed between the staff member and supervisor.

76.3. If the supervisor is satisfied that there are good and sufficient reasons why a staff member cannot be on-call, then the staff member will not be required to be on-call. Such good and sufficient reasons may include (but are not limited to) the personal, family and carer's commitments of the staff member.

76.4. The University will provide the staff member with the equipment required to fulfil their responsibilities during the period they are on-call, unless other arrangements are agreed between the staff member and supervisor.

76.5. Allowance rates are as follows and increases are payable from the beginning of the first pay period, on or after the date indicated. Staff who are scheduled by the University to be on-call will be paid a daily allowance for the days they are on-call in accordance with the table below:

Date	Increase %	Daily Rate Monday – Friday	Daily Rate Weekends and Public Holidays
1 November 2021 (Admin)	1%	\$19.30	\$27.25

Date	Increase %	Daily Rate Monday – Friday	Daily Rate Weekends and Public Holidays
1 May 2022 (Admin)	1%	\$19.49	\$27.52
1 November 2022 (Admin)	1.75%	\$19.84	\$28.00
1 May 2023	2.25%	\$20.28	\$28.63
1 November 2023	2.25%	\$20.74	\$29.28
1 May 2024	1.75%	\$21.10	\$29.79
1 November 2024	1.75%	\$21.47	\$30.31
1 March 2025	1.5%	\$21.79	\$30.77
1 August 2025	1.5%	\$22.12	\$31.23

76.6. 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.

76.7. 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.

76.8. Payment for work performed while on-call will be as follows:

	Description of work	Payment
Remote call-out	Occurs when a staff member is required to perform duties remotely without attending the workplace, outside their ordinary hours of work.	<ul style="list-style-type: none"> • 150% of the staff member's base rate of pay for the time taken to set up equipment for use and actual time on duty. • A one-hour minimum payment will apply if a staff member is required to attend to one or more remote call-outs on a particular day.
Call-back	Occurs when a staff member is required to return to the workplace to perform duties, outside their ordinary hours of work.	<ul style="list-style-type: none"> • 200% of the staff member's base rate of pay for actual travel time to and from the workplace, and time on duty. • A three-hour minimum payment will apply on each occasion a staff member is required to attend to a call-back on a particular day. • Staff who live outside the Sydney metropolitan area will not be expected to attend to a call-back more than once on a particular day. • The staff member will also be paid a kilometre allowance for travel between home and the workplace and reimbursed for any toll and parking fees (receipts must be provided). Alternatively, the University may provide taxi vouchers or reimburse the staff member for taxi/rideshare fares (receipts must be provided).

77 HIGHER DUTIES ALLOWANCE

- 77.1. Where the University requires a staff member to perform all of the duties of a position classified at a higher level for one week or more, the staff member will be paid the minimum base rate of pay for the level of the higher classified position.
- 77.2. Where the staff member is assuming only a proportion of the higher classified position, an allowance will be paid for the proportion of work performed. The proportion of the work to be performed, and the quantum of the allowance, will be determined by the University.

78 TRAVEL ALLOWANCES AND REIMBURSEMENT

- 78.1. Where a staff member is required to travel away from their home overnight in the course of their duties, the University will cover reasonable costs for travel and accommodation.
- 78.2. At the discretion of the University, the University will reimburse the staff member for reasonable meal expenses (if receipts are provided).
- 78.3. The University will reimburse the staff member for the costs of local business travel required by the University (e.g. public transport, taxi/rideshare or parking fees and any toll fees) on submission of receipts.
- 78.4. The time a staff member spends for travel in relation to official University business will be regarded as ordinary time.
- 78.5. 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 their return. The 24 consecutive hours off duty will include travel time.
- 78.6. The arrangements at sub-clause 78.5 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 before or after the period of travel required by the University.

79 FIRST AID ALLOWANCE

- 79.1. An allowance in accordance sub-clause 79.2 will be paid to a staff member who is appointed by the University as:
- (a) a First Aid Officer (in addition to their substantive position) who possesses a current First Aid Certificate. First Aid Officers may also hold a current Mental Health First Aid (MHFA) Certificate; or
 - (b) an Occupational First Aid Officer (in addition to their substantive position) possessing the required qualifications.
- 79.2. Allowance rates are as follows and increases are payable from the beginning of the first pay period, on or after the date indicated:

Date	Increase %	Annual Rate First Aid Officer	Annual Rate Occupational First Aid
1 November 2021 (Admin)	1%	\$971.20	\$1,458.98
1 May 2022 (Admin)	1%	\$980.91	\$1,473.57
1 November 2022 (Admin)	1.75%	\$998.07	\$1,499.35
1 May 2023	2.25%	\$1,020.53	\$1,533.09
1 November 2023	2.25%	\$1,043.49	\$1,567.58
1 May 2024	1.75%	\$1,061.75	\$1,595.02
1 November 2024	1.75%	\$1,080.33	\$1,622.93

Date	Increase %	Annual Rate First Aid Officer	Annual Rate Occupational First Aid
1 March 2025	1.5%	\$1,096.54	\$1,647.27
1 August 2025	1.5%	\$1,112.99	\$1,671.98

80 PROFESSIONAL STAFF CAREER DEVELOPMENT

- 80.1. The University is committed to providing opportunities for professional staff to build their skills and competencies, and to develop their careers to benefit the individual staff member and improve University performance.
- 80.2. The UTS Staff Learning Portal includes information on online learning, workshops, and curated content to assist staff with their professional development needs.
- 80.3. The University will facilitate a supportive environment for career development by:
- enhancing and supporting skill development on the job;
 - providing opportunities, such as secondments and higher duties, for staff to develop new skills and progress their careers; and
 - promoting equitable access to training.
- 80.4. The University will fund approved training and development activities that are essential to the performance of the staff member's current position. The University will also support approved training and development activities that will enhance the staff member's ability to develop beyond their current position and benefit the University.
- 80.5. The University encourages professional development through personal learning and maintains funding to help with partial payment of UTS courses, which will be of benefit to the University and the staff member.
- 80.6. All continuing and fixed-term staff members will discuss individual development needs with their supervisor as part of the annual workplanning and review process, in accordance with Clause 17, to identify appropriate development opportunities for the coming year.
- 80.7. Funds will be allocated from Faculty/ Division operating budgets for training and development purposes and/ or from central funds for specific University learning and development initiatives.
- 80.8. The University's aggregated expenditure on staff development will be reported to the Implementation Committee (Clause 11) twice a year.

Career and Professional (CAP) Development Awards

- 80.9. The Career and Professional (CAP) Development Awards recognise and celebrate individual professional staff, and cross-area collaborative groups, who demonstrate outstanding performance, dedication, leadership, collaboration and innovation that reflect our key values, and enable the University to achieve its strategic priorities.
- 80.10. The value and type of award will be determined by the Awards Committee, chaired by the Vice-Chancellor (or delegate).

81 POSITION DESCRIPTIONS, CLASSIFICATION AND EVALUATION

- 81.1. Continuing and fixed-term staff will have a position description which will include the purpose of the position and its overall context within the workplace; the major responsibilities of the position; the scope for decision-making; the level of knowledge, experience and skills required; and the relationship of the position to other positions within the team or work group.

- 81.2. The University will apply the Professional Classification Descriptors set out at **Schedule 6** of this Agreement as the primary reference for determining the classification of new positions, or the reclassification of an existing or modified position. Positions will be classified at the HEW level which most accurately reflects the work to be performed, as described in the position description.
- 81.3. A staff member may request a review of their position description no more than once in any 12-month period to establish the appropriate classification level of that position. The staff member and the supervisor will meet and discuss the requirements of the position and if necessary, the supervisor will update the position description as appropriate.
- 81.4. The People and Culture Unit will review the position description and determine the appropriate classification level. The staff member will be advised of the reclassification outcome within six weeks.
- 81.5. Where the process results in the position being classified at a higher HEW level, the effective date of the reclassification will be the date on which the changes that warranted the upgrading occurred.
- 81.6. Where the classification outcome remains unchanged, the University will advise the staff member of the reasons for the decision in writing.
- 81.7. Where the process results in the position being classified at a lower HEW level, the University will advise the staff member of the reasons for the decision in writing and the staff member's base rate of pay will not be adjusted for six months. At the conclusion of the six-month salary maintenance period, the staff member's base rate of pay will be set at the top step of the lower classification level.

82 INCREMENTAL PROGRESSION WITHIN CLASSIFICATION LEVELS

- 82.1. '**Unit Increment Date**' means the date on which staff within a work unit are eligible to progress to the next pay step within the classification level. This date will be either 1 April or 1 October. The relevant Unit Increment Date for work units will be set by the University.
- 82.2. Continuing and fixed-term staff members who are not at the maximum pay point for their classification level will progress to the next pay step within the classification level on the relevant Unit Increment Date.
- 82.3. An increment may only be withheld by the University where a staff member's performance is subject to the provisions of Clause 48 (Unsatisfactory Performance) or the staff member has been served with formal allegations consistent with Clause 49 (Misconduct and Serious Misconduct).
- 82.4. Where an increment is withheld in accordance with sub-clause 82.3, incremental progression will be restored when the staff member's performance returns to a satisfactory standard or the formal allegations have been unsubstantiated.

83 BROADBANDING

- 83.1. Where it can be demonstrated that mutual benefits will result for staff and the University, classification levels may be broadbanded in accordance with the level descriptors in **Schedule 6** of this Agreement.
- 83.2. The implementation of broadbanded positions will give primary consideration to the goals, objectives and needs of the University and the work area.
- 83.3. The following principles will apply to broadbanding of professional staff positions:
- (a) broadbanding applies to positions not to staff occupying those positions;

- (b) broadbanding may be across two successive levels;
- (c) duties and accountabilities applicable to each level of a broadbanded position will be identified in the position description;
- (d) incremental progression within a level will be in accordance with Clause 82 of this Agreement.
- (e) there must be sufficient work at the higher level required by the University to justify progression to the higher level.

Process

83.4. The Dean/ Director (or delegate) will call for applications at the time of the annual workplanning and review process, and applications will be considered on a case by case basis.

83.5. Applicants must supply accompanying evidence of meeting the requirements from the position description of the higher classification level. The supporting information supplied is expected to reflect the applicant's recent performance and achievements, and for this reason, it would be expected to apply to the past 1-3 years. Suitable evidence is as follows:

Essential

- (a) recent annual workplan review(s);
- (b) other evidence of meeting the criteria, which may include project work, higher duties or secondments;
- (c) supporting statements from supervisor and supervisor's supervisor;

Optional

- (d) additional relevant training/qualifications;
- (e) publications and/or evidence of presentation to conferences, seminars, workshops and other internal or external committees (where applicable);
- (f) evidence of independent recognition of the staff member's specialist expertise (where applicable);
- (g) other evidence of high-level expertise (where applicable).

83.6. Progression to the next level will only occur when the following criteria have been met:

- (a) The staff member has spent at least 12 months at the lower classification level before applying to progress to the higher classification level;
- (b) The Dean/ Director (or delegate) has determined that there is an ongoing need within the team for the role to be performed at the higher classification level; and
- (c) The staff member has demonstrated to the Dean/ Director (or delegate), that they have the capability to perform the major responsibilities required at the lower classification level as well as those at the higher classification level.

83.7. Where progression to the higher classification level is not approved, the staff member will be provided with written feedback, including the reason why progression was not approved.

83.8. The Dean/ Director may determine an accelerated progression of steps within the lower classification level, rather than progression to the higher classification level. This would apply where, in the view of the Dean/ Director, the applicant has not met the necessary

criteria for progression but the staff member has made substantial progress towards meeting those criteria.

84 CASUAL PROFESSIONAL STAFF

- 84.1. UTS staff appointed to a professional casual position will be provided with a minimum of one hour of work as follows:
- (a) UTS students (including post graduate and HDR students) employed Monday to Friday, during teaching weeks of the University's main teaching sessions (being Autumn, Spring and Summer sessions), excluding public holidays;
 - (b) for the purposes of completing mandatory compliance training modules.
- 84.2. All other UTS staff appointed to a professional casual position will be provided with a minimum of three hours work on each day they are required to attend work.

Conversion of casual staff to continuing employment

- 84.3. A casual staff member will be offered conversion to continuing employment if they have been employed by the University in the same or substantially similar and identically classified position in the same department (or equivalent):
- (a) for at least 12 months; and
 - (b) the staff member has worked a regular pattern of hours on an ongoing basis for at least the last six months; and
 - (c) the staff member has performed satisfactorily in that position.
- 84.4. For the purposes of this Clause occasional and short-term work performed by the staff member in another classification, position or department will 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.
- 84.5. The University will not be required to offer conversion where it can demonstrate that there is no requirement for the duties of the position, or a substantially similar position, to be undertaken on an ongoing basis.
- 84.6. Notwithstanding the above, where a staff member believes they meet the criteria specified in sub-clause 84.3 and requests conversion to continuing employment, the University will provide the staff member with a written outcome within four weeks which will:
- (a) confirm the conversion; or
 - (b) explain why the staff member does not meet the criteria specified in sub-clause 84.3 and/ or demonstrate that the duties are not required on an ongoing basis in accordance with sub-clause 84.5.

Schedules

SCHEDULE 1: ACADEMIC BASE RATE OF PAY – CONTINUING & FIXED-TERM (FULL-TIME)

Classification	Step	1%	1%	1.75%	2.25%	2.25%	1.75%	1.75%	1.50%	1.50%	
		1-May-21	1-Nov-21	1-May-22	1-Nov-22	1-May-23	1-Nov-23	1-May-24	1-Nov-24	1-Mar-25	1-Aug-25
		per annum	per annum	per annum	per annum	per annum	per annum	per annum	per annum	per annum	per annum
Level A Associate Lecturer	1	\$81,344	\$82,157	\$82,979	\$84,431	\$86,331	\$88,273	\$89,818	\$91,390	\$92,761	\$94,152
	2	\$85,516	\$86,371	\$87,235	\$88,761	\$90,759	\$92,801	\$94,425	\$96,077	\$97,518	\$98,981
	3	\$92,296	\$93,219	\$94,151	\$95,799	\$97,954	\$100,158	\$101,911	\$103,694	\$105,250	\$106,829
	4	\$99,072	\$100,063	\$101,063	\$102,832	\$105,146	\$107,511	\$109,393	\$111,307	\$112,977	\$114,672
Level B Lecturer	1	Eliminated from 1 November 2010									
	2	108,203	\$109,285	\$110,378	\$112,309	\$114,836	\$117,420	\$119,475	\$121,566	\$123,389	\$125,240
	3	112,108	\$113,229	\$114,361	\$116,363	\$118,981	\$121,658	\$123,787	\$125,953	\$127,843	\$129,760
	4	116,025	\$117,185	\$118,357	\$120,428	\$123,138	\$125,909	\$128,112	\$130,354	\$132,309	\$134,294
	5	119,931	\$121,130	\$122,342	\$124,483	\$127,283	\$130,147	\$132,425	\$134,742	\$136,763	\$138,815
	6	123,817	\$125,055	\$126,306	\$128,516	\$131,408	\$134,364	\$136,716	\$139,108	\$141,195	\$143,313
	7	128,064	\$129,345	\$130,638	\$132,924	\$135,915	\$138,973	\$141,405	\$143,880	\$146,038	\$148,229
Level C Senior Lecturer	1	Eliminated from 1 November 2010									
	2	131,534	\$132,849	\$134,178	\$136,526	\$139,598	\$142,739	\$145,237	\$147,778	\$149,995	\$152,245
	3	135,393	\$136,747	\$138,114	\$140,531	\$143,693	\$146,926	\$149,498	\$152,114	\$154,396	\$156,712
	4	139,251	\$140,644	\$142,050	\$144,536	\$147,788	\$151,113	\$153,758	\$156,448	\$158,795	\$161,177
	5	143,106	\$144,537	\$145,982	\$148,537	\$151,879	\$155,296	\$158,014	\$160,779	\$163,191	\$165,639
	6	146,971	\$148,441	\$149,925	\$152,549	\$155,981	\$159,491	\$162,282	\$165,122	\$167,599	\$170,113
	7	151,056	\$152,567	\$154,092	\$156,789	\$160,317	\$163,924	\$166,792	\$169,711	\$172,257	\$174,841
Level D Associate Professor	1	Eliminated from 1 November 2010									
	2	158,543	\$160,128	\$161,730	\$164,560	\$168,263	\$172,048	\$175,059	\$178,123	\$180,795	\$183,507
	3	163,691	\$165,328	\$166,981	\$169,903	\$173,726	\$177,635	\$180,744	\$183,907	\$186,665	\$189,465
	4	168,834	\$170,522	\$172,228	\$175,242	\$179,184	\$183,216	\$186,422	\$189,685	\$192,530	\$195,418
	5	173,799	\$175,537	\$177,292	\$180,395	\$184,454	\$188,604	\$191,905	\$195,263	\$198,192	\$201,165
Level E Professor	1	197,138	\$199,109	\$201,100	\$204,620	\$209,224	\$213,931	\$217,675	\$221,484	\$224,807	\$228,179

SCHEDULE 2: ACADEMIC ACTIVITY DESCRIPTORS & BASE RATE OF PAY – CASUAL

LECTURE

Lecture means any educational delivery that is a primary form of education delivery where information on the subject topic is delivered to the students for the first time. A lecture may be delivered as face to face education or through a different mode.

A seminar, design studio, lab, block or other forms of delivery by any other name may be the primary form of education delivery or the supplementary form of education delivery. Seminars (or delivery by any other name) that are not a supplementary form of education delivery will be paid for at the appropriate lecture rate.

Casual academic staff engaged to provide a lecture (or delivery other than face-to-face teaching mode) will be paid for each hour of lecture delivered and the following directly associated duties:

- (a) preparation;
- (b) contemporaneous assessment (which takes place during a lecture);
- (c) student consultation immediately prior to or following the lecture, or reasonably contemporaneous with a lecture; and
- (d) administration associated with the lecture.

ACTIVITY	DESCRIPTION
Basic lecture	Paid as the normal rate for a lecture which consists of one hour of delivery and up to two hours of associated duties.
Repeat lecture A repeat lecture assumes only one hour of associated working time as preparation has already been paid in respect of a first preparation.	One hour of delivery and up to one hour of associated duties will be paid for a 'repeat' lecture, covering substantially the same lecture in the same subject matter of a lecture given within a period of seven days to another group of students.
Developed lecture <i>Note: Approval from the Dean (or delegate) is required before engaging casual academic staff to perform this work</i>	Paid where the lecturer assumes significant responsibility for planning and developing a subject or a large part of a subject as well as lecturing, or where a lecture calls for special expertise, and involves one hour of delivery and up to three hours of associated duties.
Specialised lecture <i>Note: Approval from the Dean (or delegate) is required before engaging casual academic staff to perform this work</i>	Paid to a distinguished person for one hour of delivery and up to four hours of associated duties.

Academic Activity Descriptor	Activity		1%	1%	1.75%	2.25%	2.25%	1.75%	1.75%	1.50%	1.50%
		1-May-21	1-Nov-21	1-May-22	1-Nov-22	1-May-23	1-Nov-23	1-May-24	1-Nov-24	1-Mar-25	1-Aug-25
Lecture	Specialised sub-clause 68.10 (c)	346.81	\$350.28	\$353.78	\$359.97	\$368.07	\$376.35	\$382.94	\$389.64	\$395.49	\$401.42
	Developed sub-clause 68.10 (c)	277.44	\$280.21	\$283.02	\$287.97	\$294.45	\$301.07	\$306.34	\$311.70	\$316.38	\$321.12
	Basic sub-clause 68.10 (c)	208.08	\$210.16	\$212.26	\$215.98	\$220.84	\$225.81	\$229.76	\$233.78	\$237.28	\$240.84
	Repeat sub-clause 68.10 (c)	138.72	\$140.11	\$141.51	\$143.98	\$147.22	\$150.54	\$153.17	\$155.85	\$158.19	\$160.56

TUTORIAL

Tutorial means any educational delivery that is a supplementary form of education delivery which involves a facilitated discussion where matters covered elsewhere in the subject content are discussed, clarified, applied in practice or elaborated. A tutorial may be delivered as face to face education or through a different mode.

A seminar, design studio, lab, block or other form of delivery by any other name may be the primary form of education delivery or the supplementary form of education delivery. Seminars (or delivery by any other name) that are supplementary forms of education delivery will be paid at the appropriate tutorial rate.

Casual academic staff engaged to deliver a tutorial delivered as face to face education or through a different mode will be paid for each hour of tutorial delivered and the following directly associated duties:

- (a) preparation;
- (b) contemporaneous assessment (which takes place during a tutorial);
- (c) student consultation immediately prior to or following the tutorial, or reasonably contemporaneous with the tutorial; and
- (d) administration associated with the tutorial.

ACTIVITY	DESCRIPTION
Normal tutorial	one hour of delivery and up to two hours of associated duties.
Normal tutorial, plus performs subject coordination and/or possesses PhD qualification	one hour of delivery and up to two hours of associated duties where the staff member holds a relevant doctoral qualification and/or where full subject coordination duties are included as part of normal duties.
Repeat tutorial A repeat tutorial assumes only one hour of associated working time as preparation has already been paid in respect of a first preparation.	One hour of delivery and up to one hour of associated duties will be paid for a 'repeat' tutorial, covering substantially the same tutorial in the same subject matter of a tutorial given within a period of seven days to another group of students.
Repeat tutorial, plus performs subject coordination and/or possesses PhD qualification	As for 'repeat tutorial' where the staff member holds a relevant doctoral qualification and/or where full subject coordination duties are included as part of normal duties.

Academic Activity Descriptor	Activity		1%	1%	1.75%	2.25%	2.25%	1.75%	1.75%	1.50%	1.50%
		1-May-21	1-Nov-21	1-May-22	1-Nov-22	1-May-23	1-Nov-23	1-May-24	1-Nov-24	1-Mar-25	1-Aug-25
Tutorial	Normal sub-clause 68.10 (a)	148.41	\$149.89	\$151.39	\$154.04	\$157.51	\$161.05	\$163.87	\$166.74	\$169.24	\$171.78
	Repeat sub-clause 68.10 (a)	98.94	\$99.93	\$100.93	\$102.69	\$105.01	\$107.37	\$109.25	\$111.16	\$112.83	\$114.52
	Normal PhD/Coordination sub-clause 68.10 (b)	177.49	\$179.26	\$181.06	\$184.23	\$188.37	\$192.61	\$195.98	\$199.41	\$202.40	\$205.44
	Repeat PhD/Coordination sub-clause 68.10 (b)	118.33	\$119.51	\$120.71	\$122.82	\$125.58	\$128.41	\$130.66	\$132.94	\$134.94	\$136.96

CLINICAL FACILITATION

Clinical Facilitation means any educational delivery to facilitate student learning during clinical placement in an off campus clinical setting and/ or on campus environment. Casual academic staff engaged to provide clinical facilitation are registered health professionals, involved in current clinical practice, and will be paid for each hour of clinical facilitation and the following directly associated duties:

- (a) preparation;
- (b) contemporaneous assessment (which takes place during a clinical facilitation session);
- (c) student consultation immediately prior to or following the clinical facilitation session, or reasonably contemporaneous with the clinical facilitation session; and
- (d) administration associated with the clinical facilitation session.

ACTIVITY	DESCRIPTION
Normal preparation	one hour of delivery and up to half an hour of associated duties.
Normal preparation, and possesses PhD qualification	one hour of delivery and up to half an hour of associated duties where the staff member holds a relevant doctoral qualification.
Detailed preparation	one hour of delivery and up to one hour of associated duties.
Detailed preparation, and possesses PhD qualification	one hour of delivery and up to one hour of associated duties where the staff member holds a relevant doctoral qualification.

Academic Activity Descriptor	Activity		1%	1%	1.75%	2.25%	2.25%	1.75%	1.75%	1.50%	1.50%
		1-May-21	1-Nov-21	1-May-22	1-Nov-22	1-May-23	1-Nov-23	1-May-24	1-Nov-24	1-Mar-25	1-Aug-25
Clinical Facilitation	Detailed Preparation sub-clause 68.10 (a)	98.94	\$99.93	\$100.93	\$102.69	\$105.01	\$107.37	\$109.25	\$111.16	\$112.83	\$114.52
	Normal Preparation sub-clause 68.10 (a)	74.20	\$74.94	\$75.69	\$77.02	\$78.75	\$80.52	\$81.93	\$83.36	\$84.61	\$85.88
	Detailed Prep PhD sub-clause 68.10 (b)	118.33	\$119.51	\$120.71	\$122.82	\$125.58	\$128.41	\$130.66	\$132.94	\$134.94	\$136.96
	Normal Prep PhD sub-clause 68.10 (b)	88.75	\$89.64	\$90.54	\$92.12	\$94.19	\$96.31	\$98.00	\$99.72	\$101.22	\$102.74

MARKING

All marking and assessment activities, other than contemporaneous marking and assessment conducted during lecturing, tutoring, and clinical facilitation, will be paid by the hour.

ACTIVITY	DESCRIPTION
Standard marking	Marking that does not occur during the delivery of a lecture, tutorial, or clinical facilitation session.
Standard marking, and possesses PhD qualification	As for 'standard marking' where the staff member holds a relevant doctoral qualification.
Higher level assessment	Assessment as a supervising examiner or assessment requiring a significant exercise of academic judgement equivalent to that of an academic staff member classified as Level B.

Academic Activity Descriptor	Activity		1%	1%	1.75%	2.25%	2.25%	1.75%	1.75%	1.50%	1.50%
		1-May-21	1-Nov-21	1-May-22	1-Nov-22	1-May-23	1-Nov-23	1-May-24	1-Nov-24	1-Mar-25	1-Aug-25
Marking	Standard sub-clause 68.10 (a)	49.47	\$49.96	\$50.46	\$51.35	\$52.50	\$53.68	\$54.62	\$55.58	\$56.41	\$57.26
	Standard PhD sub-clause 68.10 (b)	59.16	\$59.75	\$60.35	\$61.41	\$62.79	\$64.20	\$65.32	\$66.47	\$67.46	\$68.48
	Higher Level sub-clause 68.10 (c)	69.36	\$70.05	\$70.75	\$71.99	\$73.61	\$75.27	\$76.59	\$77.93	\$79.09	\$80.28

OTHER ACADEMIC ACTIVITY

All other work that casual academic staff are required to be perform, and is not described elsewhere in this Schedule, will be paid by the hour.

ACTIVITY	DESCRIPTION
Other academic activity	Includes all other work that is required to be performed, being work in the nature of, but not limited to: <ul style="list-style-type: none"> the conduct of practical classes, demonstrations, workshops, student field excursions that require no preparation by the staff member before the activity and no consultation or any other associated tasks following the activity; attendance at departmental and/or Faculty meetings and other meetings and briefings with supervisors or other staff; policy familiarisation and/or completion of mandatory compliance training modules; or authorised career development activities in accordance with sub-clause 68.13 This list is not intended to be exhaustive, but is provided by way of examples and guidance.
Other academic activity, and possesses PhD qualification	As for 'other academic activities' where the staff member holds a relevant doctoral qualification.
Other academic activity, and performs subject coordination	As for 'other academic activities' where full subject coordination duties are required.

Academic Activity Descriptor	Activity	1%		1%		1.75%		2.25%		1.75%		1.50%	
		1-May-21	1-Nov-21	1-May-22	1-Nov-22	1-May-23	1-Nov-23	1-May-24	1-Nov-24	1-Mar-25	1-Aug-25		
Other Academic Activity	Other Activity sub-clause 68.10 (a)	49.47	\$49.96	\$50.46	\$51.35	\$52.50	\$53.68	\$54.62	\$55.58	\$56.41	\$57.26		
	Other Activity PhD sub-clause 68.10 (b)	59.16	\$59.75	\$60.35	\$61.41	\$62.79	\$64.20	\$65.32	\$66.47	\$67.46	\$68.48		
	Other Activity Subject Coordination sub-clause 68.10 (c)	69.36	\$70.05	\$70.75	\$71.99	\$73.61	\$75.27	\$76.59	\$77.93	\$79.09	\$80.28		

SCHEDULE 3: PROFESSIONAL BASE RATE OF PAY – CONTINUING & FIXED-TERM (FULL-TIME)

Classification	Step		1%	1%	1.75%	2.25%	2.25%	1.75%	1.75%	1.50%	1.50%
		1-May-21	1-Nov-21	1-May-22	1-Nov-22	1-May-23	1-Nov-23	1-May-24	1-Nov-24	1-Mar-25	1-Aug-25
		per annum	per annum	per annum	per annum	per annum	per annum	per annum	per annum	per annum	per annum
HEW1	1.1	51,036	\$51,546	\$52,062	\$52,973	\$54,165	\$55,384	\$56,353	\$57,339	\$58,199	\$59,072
	1.2	52,192	\$52,714	\$53,241	\$54,173	\$55,392	\$56,638	\$57,629	\$58,638	\$59,517	\$60,410
	1.3	53,356	\$53,890	\$54,428	\$55,381	\$56,627	\$57,901	\$58,914	\$59,945	\$60,845	\$61,757
HEW2	2.1	55,092	\$55,643	\$56,199	\$57,183	\$58,469	\$59,785	\$60,831	\$61,896	\$62,824	\$63,767
	2.2	56,254	\$56,817	\$57,385	\$58,389	\$59,703	\$61,046	\$62,114	\$63,201	\$64,149	\$65,112
	2.3	57,704	\$58,281	\$58,864	\$59,894	\$61,242	\$62,620	\$63,715	\$64,830	\$65,803	\$66,790
HEW3	3.1	57,993	\$58,573	\$59,159	\$60,194	\$61,548	\$62,933	\$64,034	\$65,155	\$66,132	\$67,124
	3.2	60,024	\$60,624	\$61,230	\$62,302	\$63,704	\$65,137	\$66,277	\$67,437	\$68,448	\$69,475
	3.3	62,054	\$62,675	\$63,301	\$64,409	\$65,858	\$67,340	\$68,519	\$69,718	\$70,763	\$71,825
	3.4	64,085	\$64,726	\$65,373	\$66,517	\$68,014	\$69,544	\$70,761	\$71,999	\$73,079	\$74,176
	3.5	66,114	\$66,775	\$67,443	\$68,623	\$70,167	\$71,746	\$73,001	\$74,279	\$75,393	\$76,524
HEW4	4.1	66,693	\$67,360	\$68,034	\$69,224	\$70,782	\$72,374	\$73,641	\$74,930	\$76,053	\$77,194
	4.2	67,853	\$68,532	\$69,217	\$70,428	\$72,013	\$73,633	\$74,922	\$76,233	\$77,376	\$78,537
	4.3	69,593	\$70,289	\$70,992	\$72,234	\$73,859	\$75,521	\$76,843	\$78,188	\$79,360	\$80,551
	4.4	71,336	\$72,049	\$72,770	\$74,043	\$75,709	\$77,413	\$78,767	\$80,146	\$81,348	\$82,568
HEW5	5.1	72,492	\$73,217	\$73,949	\$75,243	\$76,936	\$78,667	\$80,044	\$81,445	\$82,666	\$83,906
	5.2	74,232	\$74,974	\$75,724	\$77,049	\$78,783	\$80,555	\$81,965	\$83,400	\$84,651	\$85,920
	5.3	75,973	\$76,733	\$77,500	\$78,856	\$80,631	\$82,445	\$83,888	\$85,356	\$86,636	\$87,935
	5.4	78,292	\$79,075	\$79,866	\$81,263	\$83,092	\$84,961	\$86,448	\$87,961	\$89,280	\$90,620
	5.5	80,612	\$81,418	\$82,232	\$83,671	\$85,554	\$87,479	\$89,010	\$90,567	\$91,926	\$93,305
	5.6	82,931	\$83,760	\$84,598	\$86,078	\$88,015	\$89,995	\$91,570	\$93,173	\$94,570	\$95,989

Classification	Step		1%	1%	1.75%	2.25%	2.25%	1.75%	1.75%	1.50%	1.50%
		1-May-21	1-Nov-21	1-May-22	1-Nov-22	1-May-23	1-Nov-23	1-May-24	1-Nov-24	1-Mar-25	1-Aug-25
		per annum	per annum	per annum	per annum	per annum	per annum	per annum	per annum	per annum	per annum
HEW6	6.1	84,091	\$84,932	\$85,781	\$87,282	\$89,246	\$91,254	\$92,851	\$94,476	\$95,893	\$97,332
	6.2	86,412	\$87,276	\$88,149	\$89,691	\$91,710	\$93,773	\$95,414	\$97,084	\$98,540	\$100,018
	6.3	88,731	\$89,618	\$90,514	\$92,098	\$94,171	\$96,290	\$97,975	\$99,689	\$101,185	\$102,702
	6.4	91,049	\$91,959	\$92,879	\$94,504	\$96,631	\$98,805	\$100,534	\$102,293	\$103,828	\$105,385
HEW7	7.1	92,791	\$93,719	\$94,656	\$96,313	\$98,480	\$100,695	\$102,458	\$104,251	\$105,814	\$107,402
	7.2	95,109	\$96,060	\$97,021	\$98,719	\$100,940	\$103,211	\$105,017	\$106,855	\$108,458	\$110,085
	7.3	97,432	\$98,406	\$99,390	\$101,130	\$103,405	\$105,732	\$107,582	\$109,465	\$111,107	\$112,773
	7.4	99,749	\$100,746	\$101,754	\$103,535	\$105,864	\$108,246	\$110,140	\$112,068	\$113,749	\$115,455
	7.5	102,650	\$103,677	\$104,713	\$106,546	\$108,943	\$111,394	\$113,344	\$115,327	\$117,057	\$118,813
HEW8	8.1	104,390	\$105,434	\$106,488	\$108,352	\$110,790	\$113,282	\$115,265	\$117,282	\$119,041	\$120,827
	8.2	107,290	\$108,363	\$109,447	\$111,362	\$113,867	\$116,430	\$118,467	\$120,540	\$122,348	\$124,184
	8.3	110,191	\$111,293	\$112,406	\$114,373	\$116,946	\$119,578	\$121,670	\$123,799	\$125,656	\$127,541
	8.4	113,089	\$114,220	\$115,362	\$117,381	\$120,022	\$122,722	\$124,870	\$127,055	\$128,961	\$130,896
	8.5	115,989	\$117,149	\$118,320	\$120,391	\$123,100	\$125,870	\$128,072	\$130,314	\$132,268	\$134,252
	8.6	118,889	\$120,078	\$121,279	\$123,401	\$126,178	\$129,017	\$131,274	\$133,572	\$135,575	\$137,609
HEW9	9.1	121,789	\$123,007	\$124,237	\$126,411	\$129,255	\$132,164	\$134,476	\$136,830	\$138,882	\$140,965
	9.2	124,688	\$125,935	\$127,194	\$129,420	\$132,332	\$135,310	\$137,677	\$140,087	\$142,188	\$144,321
	9.3	127,588	\$128,864	\$130,153	\$132,430	\$135,410	\$138,457	\$140,880	\$143,345	\$145,495	\$147,678
HEW10	10.1	130,486	\$131,791	\$133,109	\$135,438	\$138,486	\$141,601	\$144,079	\$146,601	\$148,800	\$151,032

SCHEDULE 4: PROFESSIONAL BASE RATE OF PAY – CASUAL

Classification	Step	1-May-21	1%	1%	1.75%	2.25%	2.25%	1.75%	1.75%	1.50%	1.50%
		1-May-21	1-Nov-21	1-May-22	1-Nov-22	1-May-23	1-Nov-23	1-May-24	1-Nov-24	1-Mar-25	1-Aug-25
		per hour	per hour	per hour	per hour	per hour	per hour	per hour	per hour	per hour	per hour
HEW1	1.1	34.93	\$35.28	\$35.63	\$36.26	\$37.07	\$37.91	\$38.57	\$39.24	\$39.83	\$40.43
	1.2	35.72	\$36.08	\$36.44	\$37.08	\$37.91	\$38.76	\$39.44	\$40.13	\$40.73	\$41.34
	1.3	36.52	\$36.89	\$37.25	\$37.91	\$38.76	\$39.63	\$40.32	\$41.03	\$41.65	\$42.27
HEW2	2.1	37.71	\$38.09	\$38.47	\$39.14	\$40.02	\$40.92	\$41.64	\$42.37	\$43.00	\$43.65
	2.2	38.5	\$38.89	\$39.27	\$39.96	\$40.86	\$41.78	\$42.51	\$43.25	\$43.90	\$44.56
	2.3	39.5	\$39.90	\$40.29	\$41.00	\$41.92	\$42.86	\$43.61	\$44.38	\$45.04	\$45.72
HEW3	3.1	39.69	\$40.09	\$40.49	\$41.20	\$42.12	\$43.07	\$43.82	\$44.59	\$45.26	\$45.94
	3.2	41.08	\$41.49	\$41.91	\$42.64	\$43.60	\$44.58	\$45.36	\$46.15	\$46.85	\$47.55
	3.3	42.47	\$42.89	\$43.32	\$44.08	\$45.07	\$46.09	\$46.89	\$47.71	\$48.43	\$49.16
	3.4	43.86	\$44.30	\$44.74	\$45.52	\$46.55	\$47.60	\$48.43	\$49.28	\$50.02	\$50.77
	3.5	45.25	\$45.70	\$46.16	\$46.97	\$48.02	\$49.10	\$49.96	\$50.84	\$51.60	\$52.37
HEW4	4.1	45.65	\$46.11	\$46.57	\$47.38	\$48.45	\$49.54	\$50.41	\$51.29	\$52.06	\$52.84
	4.2	46.44	\$46.90	\$47.37	\$48.20	\$49.29	\$50.40	\$51.28	\$52.18	\$52.96	\$53.75
	4.3	47.63	\$48.11	\$48.59	\$49.44	\$50.55	\$51.69	\$52.59	\$53.51	\$54.31	\$55.13
	4.4	48.83	\$49.32	\$49.81	\$50.68	\$51.82	\$52.99	\$53.92	\$54.86	\$55.68	\$56.52
HEW5	5.1	49.62	\$50.12	\$50.62	\$51.50	\$52.66	\$53.85	\$54.79	\$55.75	\$56.58	\$57.43
	5.2	50.81	\$51.32	\$51.83	\$52.74	\$53.92	\$55.14	\$56.10	\$57.08	\$57.94	\$58.81
	5.3	52	\$52.52	\$53.05	\$53.97	\$55.19	\$56.43	\$57.42	\$58.42	\$59.30	\$60.19
	5.4	53.59	\$54.13	\$54.67	\$55.62	\$56.88	\$58.16	\$59.17	\$60.21	\$61.11	\$62.03
	5.5	55.18	\$55.73	\$56.29	\$57.27	\$58.56	\$59.88	\$60.93	\$61.99	\$62.92	\$63.87
	5.6	56.76	\$57.33	\$57.90	\$58.91	\$60.24	\$61.60	\$62.67	\$63.77	\$64.73	\$65.70

Classification	Step		1%	1%	1.75%	2.25%	2.25%	1.75%	1.75%	1.50%	1.50%
		1-May-21	1-Nov-21	1-May-22	1-Nov-22	1-May-23	1-Nov-23	1-May-24	1-Nov-24	1-Mar-25	1-Aug-25
		per hour	per hour	per hour	per hour	per hour	per hour	per hour	per hour	per hour	per hour
HEW6	6.1	57.56	\$58.14	\$58.72	\$59.74	\$61.09	\$62.46	\$63.56	\$64.67	\$65.64	\$66.62
	6.2	59.15	\$59.74	\$60.34	\$61.39	\$62.78	\$64.19	\$65.31	\$66.45	\$67.45	\$68.46
	6.3	60.73	\$61.34	\$61.95	\$63.03	\$64.45	\$65.90	\$67.06	\$68.23	\$69.25	\$70.29
	6.4	62.32	\$62.94	\$63.57	\$64.69	\$66.14	\$67.63	\$68.81	\$70.02	\$71.07	\$72.13
HEW7	7.1	63.51	\$64.15	\$64.79	\$65.92	\$67.40	\$68.92	\$70.13	\$71.35	\$72.42	\$73.51
	7.2	65.1	\$65.75	\$66.41	\$67.57	\$69.09	\$70.65	\$71.88	\$73.14	\$74.24	\$75.35
	7.3	66.69	\$67.36	\$68.03	\$69.22	\$70.78	\$72.37	\$73.64	\$74.93	\$76.05	\$77.19
	7.4	68.27	\$68.95	\$69.64	\$70.86	\$72.46	\$74.09	\$75.38	\$76.70	\$77.85	\$79.02
	7.5	70.26	\$70.96	\$71.67	\$72.93	\$74.57	\$76.25	\$77.58	\$78.94	\$80.12	\$81.32
HEW8	8.1	71.45	\$72.16	\$72.89	\$74.16	\$75.83	\$77.54	\$78.89	\$80.27	\$81.48	\$82.70
	8.2	73.44	\$74.17	\$74.92	\$76.23	\$77.94	\$79.70	\$81.09	\$82.51	\$83.75	\$85.00
	8.3	75.42	\$76.17	\$76.94	\$78.28	\$80.04	\$81.84	\$83.28	\$84.73	\$86.01	\$87.30
	8.4	77.41	\$78.18	\$78.97	\$80.35	\$82.16	\$84.00	\$85.47	\$86.97	\$88.27	\$89.60
	8.5	79.39	\$80.18	\$80.99	\$82.40	\$84.26	\$86.15	\$87.66	\$89.19	\$90.53	\$91.89
	8.6	81.38	\$82.19	\$83.02	\$84.47	\$86.37	\$88.31	\$89.86	\$91.43	\$92.80	\$94.19
HEW9	9.1	83.36	\$84.19	\$85.04	\$86.52	\$88.47	\$90.46	\$92.04	\$93.65	\$95.06	\$96.49
	9.2	85.34	\$86.19	\$87.06	\$88.58	\$90.57	\$92.61	\$94.23	\$95.88	\$97.32	\$98.78
	9.3	87.33	\$88.20	\$89.09	\$90.64	\$92.68	\$94.77	\$96.43	\$98.12	\$99.59	\$101.08
HEW10	10.1	89.31	\$90.20	\$91.11	\$92.70	\$94.79	\$96.92	\$98.61	\$100.34	\$101.84	\$103.37

SCHEDULE 5: MINIMUM STANDARDS FOR ACADEMIC LEVELS (MSALS)

INTRODUCTION

Minimum standards for levels of academic staff, other than a casual, are set out in this Schedule.

The levels are differentiated by level of complexity, degree of autonomy, leadership requirements of the position and level of achievement of the academic. The responsibilities of academic staff may vary according to the specific requirements of the institution to meet its objectives, to different discipline requirements and/or to individual staff development.

An academic appointed to a particular level may be assigned and may be expected to undertake, responsibilities and functions of any level up to and including the level to which the academic is appointed or promoted. In addition, an academic may undertake elements of the work of a higher level in order to gain experience and expertise consistent with the requirements of an institution's promotion processes.

MSAL will not be used as a basis for claims for reclassification.

TEACHING AND RESEARCH ACADEMIC STAFF

Level A

A Level A academic will work with the support and guidance from more senior academic staff and is expected to develop his or her expertise in teaching and research with an increasing degree of autonomy. A Level A academic will normally have completed four years of tertiary study or equivalent qualifications and experience and may be required to hold a relevant higher degree.

A Level A academic will normally contribute to teaching at the institution, at a level appropriate to the skills and experience of the staff member, engage in scholarly, research and/or professional activities appropriate to his or her profession or discipline, and undertake administration primarily relating to his or her activities at the institution. The contribution to teaching of Level A academics will be primarily at undergraduate and graduate diploma level.

Level B

A Level B academic will undertake independent teaching and research in his or her discipline or related area. In research and/or scholarship and/or teaching a Level B academic will make an independent contribution through professional practice and expertise and coordinate and/or lead the activities of other staff, as appropriate to the discipline.

A Level B academic will normally contribute to teaching at undergraduate, honours and postgraduate level, engage in independent scholarship and/or research and/or professional activities appropriate to his or her profession or discipline. They will normally undertake administration primarily relating to his or her activities at the institution and may be required to perform the full academic responsibilities of and related administration for the coordination of an award program of the institution.

Level C

A Level C academic will make a significant contribution to the discipline at the national level. In research and/or scholarship and/or teaching they will make original contributions, which expand knowledge or practice in their discipline.

A Level C academic will normally make a significant contribution to research and/or scholarship and/or teaching and administration activities of an organisational unit or an interdisciplinary area at undergraduate, honours and postgraduate level. They will normally play a major rôle or provide a significant degree of leadership in scholarly, research and/or professional activities relevant to the profession, discipline and/or community and may be required to perform the full academic responsibilities of and related administration for the coordination of a large award program or a number of smaller award programs of the institution.

Level D

A Level D academic will normally make an outstanding contribution to the research and/or scholarship and/or teaching and administration activities of an organisational unit, including a large organisational unit, or interdisciplinary area.

A Level D academic will make an outstanding contribution to the governance and collegial life inside and outside of the institution and will have attained recognition at a national or international level in their discipline. They will make original and innovative contributions to the advancement of scholarship, research and teaching in their discipline.

Level E

A Level E academic will provide leadership and foster excellence in research, teaching and policy development in the academic discipline within the institution and within the community, professional, commercial or industrial sectors.

A Level E academic will have attained recognition as an eminent authority in his or her discipline, will have achieved distinction at the national level and may be required to have achieved distinction at the international level. A Level E academic will make original, innovative and distinguished contributions to scholarship, researching and teaching in their discipline. They will make a commensurate contribution to the work of the institution.

RESEARCH ACADEMIC STAFF (INCLUSIVE OF CREATIVE DISCIPLINES)

Level A

A Level A research academic will typically conduct research/scholarly activities under limited supervision either independently or as a member of a team and will normally hold a relevant higher degree.

A Level A research academic will normally work under the supervision of academic staff at Level B or above, with an increasing degree of autonomy as the research academic gains skills and experience. A Level A research academic may undertake limited teaching, may supervise at undergraduate levels and may publish the results of the research conducted as sole author or in collaboration. They will undertake administration primarily relating to his or her activities at the institution.

Level B

A Level B research academic will normally have experience in research or scholarly activities, which have resulted in publications in refereed journals or other demonstrated scholarly activities.

A Level B research academic will carry out independent and/or team research. A Level B research academic may supervise postgraduate research students or projects and be involved in research training.

Level C

A Level C research academic will make independent and original contributions to research, which have a significant impact on their field of expertise.

The work of the research academic will be acknowledged at a national level as being influential in expanding the knowledge of their discipline. This standing will normally be demonstrated by a strong record of published work or other demonstrated scholarly activities.

A Level C research academic will provide leadership in research, including research training and supervision.

Level D

A Level D research academic will make major original and innovative contributions to their field of study or research, which are recognised as outstanding nationally or internationally.

A Level D research academic will play an outstanding role within their institution, discipline and/or profession in fostering the research activities of others and in research training.

Level E

A Level E research academic will typically have achieved international recognition through original, innovative and distinguished contributions to their field of research, which is demonstrated by sustained and distinguished performance.

A Level E research academic will provide leadership in their field of research, within their institution, discipline and/or profession and within the scholarly and/or general community. They will foster excellence in research, research policy and research training.

SCHEDULE 6: PROFESSIONAL CLASSIFICATION DESCRIPTORS

INTRODUCTION

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

CLASSIFICATION DIMENSIONS

Definitions

'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

Definitions

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 recognise 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.

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 or 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

Level Descriptor

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

Level Descriptor

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 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

Level Descriptor

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

Level Descriptor

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

Level Descriptor

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

SIGNATURES

Signed for and on behalf of the
University of Technology Sydney

Name: Professor Andrew Parfitt
Authority: Vice-Chancellor
University of Technology Sydney
15 Broadway
Ultimo NSW 2007



Date: 19 April 2023

Signed for and on behalf of the

National Tertiary Education Union

Name: Damien Cahill
Authority: General Secretary
120 Clarendon Street
South Bank VIC 3006



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Date: 18/4/23

Signed for and on behalf of the

**CPSU, the Community and Public Sector Union,
NSW Branch**

Name: Stewart Little
Authority: State Branch Secretary
Community and Public Sector Union
(SPSF Group), NSW Branch (CPSU NSW)
160 Clarence Street
Sydney NSW 2001



Date: 26.4.23



Professor Vicki Chen
Provost and Senior Vice-President
Chancellery
15 Broadway, Ultimo NSW 2007

PO Box 123
Broadway
NSW 2007 Australia
www.uts.edu.au

T: +61 2 9514 1350
vicki.chen@uts.edu.au

UTS CRICOS PROVIDER CODE 00099F

15 May 2023

Commissioner Ryan
Fair Work Commission
By email - Chambers.Ryan.C@fwc.gov.au

Dear Commissioner

RE: AG2023/1198 – Application by University of Technology Sydney

Thank you for your queries in relation to the proposed University of Technology Sydney Staff Agreement 2021.

In relation to the three issues raised, I can indicate the following.

1) Casual employee and voting.

The numbers provided at question 6 of the Form F17 included all people on the University's Human Resources Information System who hold a "live appointment" (5266 casual employees). This list includes casual staff who may not have yet performed work (e.g. academic staff engaged to undertake work in the second teaching session of the year – July - November) and casual staff (e.g. mentors and guides for new students, exam invigilators, etc) who do work in the early or late weeks of each teaching session but not at any other times.

The electoral roll information (and specifically the casual staff count) provided at question 26 of the Form F17 included only those casual staff who were employed **and undertook work** (emphasis added) during the access period (5136 employees covered by the agreement). The University drew down data from the payroll system showing casual staff who submitted time sheets for work performed during the access period.

2) Redundancy

The University offers an undertaking in accordance with the attached form.

3) Shift workers (notice of change in roster)

Noting the Commission's observation concerning the applicability to HEW 1 staff, the University has undertaken an analysis of the casual hourly rates for staff at that level, applying the rate effective from 12 May 2023 (The lodged agreement also includes salary increases made by administrative action since 2021.)

Employee classification	Other than PACCT staff - AWARD	PACCT staff - AWARD	PACCT (i.e. higher) AWARD rate x 150%	EA rate as at 12 May 2023
	Minimum hourly rate ¹	Minimum hourly rate ²		
	\$	\$		
HEW 1				
HEW Level 1.1	22.90	23.68	35.52	37.07
HEW Level 1.2	23.24	24.03	36.045	37.81
HEW Level 1.3	23.58	24.39	36.585	38.76

The table shows that the agreement casual rates at HEW 1 (when calculated using the rates that will apply if the agreement is approved) exceed at all three steps the award casual rates (inclusive of the loading). In these circumstances, subject to the views of the Commission, the University does not believe that an undertaking is required.

I trust these responses are satisfactory to the Commission.

Yours sincerely,



Professor Vicki Chen FTSE
Provost and Senior Vice-President

cc Ms Jeane Wells, NTEU
 Mr Michael Cope, CPSU
 Mr Nick Crowley, UTS

THE FAIR WORK COMMISSION

FWC Matter No.: AG2023/1198

Applicant: University of Technology Sydney

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Professor Vicki Chen, Provost and Senior Vice-President, have the authority given to me by the University of Technology Sydney (the University) to give the following undertakings with respect to the *University of Technology Sydney Staff Agreement 2021* (the Agreement):

1. The University undertakes that on termination of the employment relationship in accordance with **sub-clause 29.10** of the Agreement, a Contract Research Employment (CRE) staff member will receive the greater of:
 - a) a severance payment of two weeks for each completed year of service with the University to a maximum of 26 weeks' pay; or
 - b) the redundancy pay provided under s.119(2) of the *Fair Work Act 2009 (Cth)*.

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

Signature: 

Date: 15 May 2023