



University of Technology, Sydney

**UNIVERSITY OF TECHNOLOGY, SYDNEY**

**SUPPORT STAFF AGREEMENT**

**2006**

## PART A - OPERATION OF THE AGREEMENT

### 1 TITLE

This Agreement will be known as the University of Technology, Sydney Support Staff Agreement 2006.

### 2 ARRANGEMENT

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### 3 DEFINITIONS

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

#### 3.1 Use of singular and plural

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

3.2 ‘AIRC’ or the ‘Commission’ refers to the Australian Industrial Relations Commission.

3.3 ‘Act’ means the *Workplace Relations Act 1996* (Commonwealth) (as amended or replaced from time to time).

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

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

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

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

- 3.6** **'Deputy Vice-Chancellor'** means the person appointed as such to be the Deputy Vice-Chancellor of the University or equivalent position, and includes anyone fulfilling that role on a temporary basis, or any nominee of the Deputy Vice-Chancellor.
- 3.7** **'Director, Human Resources'** means the person appointed as such to be the Director, Human Resources of the University or equivalent, and includes anyone fulfilling that role on a temporary basis, or any nominee of the Director, Human Resources.
- 3.8** **'Ordinary rate of pay'** means salary a staff member is entitled to for performing his or her ordinary hours of work and does not include overtime, penalty rates, shift and other allowances or other payments of a like nature.
- 3.9** **'Medical certificate'** means a certificate issued by a person registered or licensed as a practicing health practitioner and the certificate is issued in respect of the area of practice in which the practitioner is registered or licensed.
- 3.10** **'Policy'** or **'procedure'** means a University policy, procedure or guideline, as appropriate under the University policy framework.
- 3.11** **'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.
- 3.12** **'Staff'** or **'staff member'** means one or more support staff employed by the University and covered by this Agreement (refer to Clause 9, Application).
- 3.13** **'Supervisor'** means the person or position occupant so nominated in the staff member's position description, letter of offer or as nominated by the University. In matters involving a perceived or actual conflict of interest for the staff member's nominated supervisor or in other matters in relation to which the University considers it appropriate, a reference to a supervisor means a supervisor's supervisor.
- 3.14** **'Union'** in this agreement means and refers either to the Community and Public Sector Union or the National Tertiary Education Industry Union.
- 3.15** **'Unit Increment Date'** means the date on which staff within a work unit are eligible to incrementally progress. This date will be either 1 April or 1 October as determined by a work unit.
- 3.16** **'University'** means the University of Technology, Sydney as the employer.
- 3.17** **'Vice-Chancellor'** means the person appointed as such to be the Vice-Chancellor of the University or equivalent, and includes anyone fulfilling that role on a temporary basis, or any nominee of the Vice-Chancellor.
- 3.18** A **'Week'** is equal to five (5) working days within a 7-day cycle.
- 3.19** **'Week's pay'** means the ordinary time rate of pay per week for the staff member concerned.
- 3.20** Any **'year of service'** is deemed to be twelve months from the anniversary date of commencement.

## 4 OBJECTIVES OF THE AGREEMENT

The University recognises the important contribution that support staff make to the advancement of the University's strategic objectives. This Agreement represents a set of consolidated, clear and effective industrial conditions of employment, to the mutual benefit of staff members and the University.

The objectives of this Agreement are to:

- (a) foster cooperative and consultative relationships between the parties to this Agreement
- (b) foster a mutually supportive relationship between staff and supervisors
- (c) facilitate an environment for staff and supervisors to manage workplace issues at the local level
- (d) provide a consultative framework in which the University can respond effectively, flexibly and in a timely manner to the challenges of a constantly changing environment
- (e) provide staff with a flexible, secure and supportive working environment
- (f) to achieve continuing improvements in productivity, quality and efficiency
- (g) to support and implement the principles of equity, diversity, health and safety and sustainability
- (h) support the effective implementation of the University's Mission, the UTS Strategic Plan and those strategies and actions emanating from the Plan.

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

## 5 RELATIONSHIP WITH AWARDS AND CERTIFIED AGREEMENTS

- 5.1** This Agreement constitutes a closed agreement between the parties and comprehensively regulates the relationship between the University and those staff whose employment is subject to the Agreement.
- 5.2** This Agreement is a Union Collective Workplace Agreement pursuant to Section 328 of the *Workplace Relations Act 1996* (as amended) and rescinds and replaces the *University of Technology Sydney Enterprise Agreement (Support Staff) 2004*. To remove any uncertainty, this Agreement wholly displaces and operates to the exclusion of all awards and other agreements that would otherwise apply to staff whose employment is regulated by the provisions of this Agreement.
- 5.3** Unless provided for by this Agreement, Protected Award Conditions (as defined under section 354 of the Act) including:
- (a) rest breaks
  - (b) incentive-based payments and bonuses
  - (c) annual leave loadings
  - (d) observance of days declared by or under a law of the State of NSW to be observed generally within NSW as public holidays by workers in NSW and entitlements of staff to payment in respect of those days
  - (e) days to be substituted for, or a procedure for substituting days referred to in paragraph (d)
  - (f) monetary allowances for:
    - i. expenses incurred in the course of employment; or
    - ii. responsibilities or skills that are not taken into account in rates of pay for staff; or
    - iii. disabilities associated with the performance of particular tasks or work in particular conditions or locations
  - (g) loadings for working overtime or for shift work

- (h) penalty rates
- (i) outworker conditions
- (j) any other matter specified in the *Workplace Relations Regulations* (Commonwealth) as varied from time to time

are expressly excluded by this Agreement.

**5.4** This Agreement does not affect or impede the following:

- National Training Wage Award 2000
- use or application of any supported wage system for staff with disabilities established by the Federal Government.

**5.5** Nothing in this Agreement shall be taken as incorporating as a term of this Agreement, any policy, procedure, or guideline referred to in this Agreement. If there is any inconsistency between a policy, procedure or guideline and the express terms of this Agreement, the express terms of this Agreement prevail.

## **6 HUMAN RESOURCES POLICIES, PROCEDURES AND GUIDELINES**

**6.1** The University and its staff recognise the importance of best practice in the implementation of policies, procedures and guidelines that are related to the conditions and benefits affecting employment of staff at the University.

**6.2** The terms and conditions of employment for staff are outlined in this Agreement. Policies, procedures and guidelines relating to conditions and benefits affecting employment are contained in the UTS Human Resources Manual. These may be changed from time to time and they will apply in the form they are in as at the time of the relevant decision/action.

**6.3** To support effective consultation and dissemination and in relation to the development and review of human resources policies, procedures and guidelines, a Policy Reference Group will be established consisting of:

- two staff members nominated by the Branch President of each Union
- four staff members elected by and from all staff covered by this Agreement

**6.4** The Policy Reference Group will be invited and given sufficient time to provide their views on the development of new or revision of a particular human resources policy, procedure or guideline.

**6.5** Where substantive changes to University human resources policies, procedures and guidelines are proposed that directly affect the employment conditions of staff, reasonable notice will be given and consultation with the Policy Reference Group will take place prior to any decision being made.

## **7 AUSTRALIAN WORKPLACE AGREEMENTS (AWAs)**

The University may enter into AWAs with its staff. Those AWAs may either operate to the exclusion of this certified agreement or prevail over the terms of this certified agreement to the extent of any inconsistency, as specified in each AWA. At the time of offering an AWA, the University will offer genuine and informed choice between the AWA and this Agreement. The University will advise of the right to appoint a bargaining agent and will allow at least seven days to consider the AWA as required. The University will provide access to the Agreement.

## **8 LENGTH OF THE AGREEMENT**

This Agreement will come into force on the date on which the Agreement is lodged in accordance with Section 347 of the *Workplace Relations Act 1996* (as amended), and will continue to be in operation until 30 June 2009.

## **9 APPLICATION**

**9.1** This Agreement will be binding according to its terms upon:

- (a) Community and Public Sector Union (CPSU), and
- (b) National Tertiary Education Industry Union (NTEU), and
- (c) University of Technology, Sydney, and
- (d) Support staff employed by the University classified at levels 1 to 10 in accordance with the Agreement.

**9.2** This Agreement does not apply to staff who are employed by the University as members of the Senior Staff Group and who are covered by the *University of Technology Certified Agreement (Senior Staff Group) 2004* or any successor Agreement provided that this Agreement shall continue to apply to support staff employed at Levels 1 to 10, inclusive.

## **10 RESOLVING DISPUTES**

### **Principles**

**10.1** The University and its staff have an interest in the proper application of this Agreement and in minimising and settling disputes about matters in this Agreement in a timely manner. As far as possible disputes should be resolved at the level at which they arise and by the staff directly involved in the dispute. Those who are party to a dispute must cooperate to ensure that the resolution procedures are carried out as quickly as is reasonably possible. If the dispute relates to the application of this Agreement, the parties to the dispute or, where requested, their representative(s) will first attempt to resolve the matter at the workplace.

**10.2** A dispute regarding the interpretation, application or operation of a provision of this Agreement, will be resolved using the procedures set out in this Clause. Throughout this process the staff member(s) may choose to be assisted by or act through their chosen representative.

### **Procedures**

**10.3** Where a dispute arises under this Clause, the affected staff member(s) will provide the supervisor with written notice of the dispute. Those involved in the dispute must meet and attempt to resolve the matter within five working days of receipt of the written notice or as soon as possible thereafter.

**10.4** Where a dispute is not settled under sub-clause 10.3, or the matter is of such a nature that a direct discussion between the staff member(s) and the supervisor would be inappropriate, then the staff member(s) may take the matter up, in writing, with the next most senior University manager, who will attempt to resolve the matter, normally within ten (10) working days of it having been raised by the staff member(s).

**10.5** Where a dispute is not settled under sub-clause 10.4, the affected staff member(s) may take the matter up, in writing, with the relevant Dean/Director who will consult with the Director, Human Resources (or nominee) in an attempt to resolve the matter. The relevant Dean/Director and the Director, Human Resources (or nominee) will meet with the affected staff member(s) and/or their representative, if they so choose, within ten working days with a view to resolving the matter at dispute if possible.

- 10.6** Where the dispute is not resolved by the processes referred to above, either party to the dispute may refer the matter to the AIRC for resolution by mediation and/or conciliation and, if the dispute remains unresolved, by arbitration. In dealing with the dispute the Commission may exercise the procedural powers in relation to hearings, witnesses, evidence and submissions which are necessary to make the arbitration effective. During this process the staff member and the University may be represented, where requested, by a person or organisation of their choice.
- 10.7** Any dispute referred to the AIRC under this Clause should be dealt with by a member agreed by the parties to the dispute at the time or in default of agreement, a member nominated by either the head of the relevant AIRC panel or the AIRC President.
- 10.8** Subject to any legal right of appeal or review which might exist, (which in the case of the Commission dealing with the dispute, shall include the right to appeal to a Full Bench of the AIRC) the resolution of the dispute shall be binding on the parties to the dispute.
- 10.9** Except where an occupational hazard exists until the procedures in sub-clauses 10.3 to 10.5 have been exhausted:
- (a) work shall continue in the normal manner
  - (b) no industrial action shall be taken by the University or the staff
  - (c) the University, the staff member or the staff member's representative shall not take any other action likely to exacerbate the dispute.

## **11 PRINCIPLES OF CONSULTATION AT UTS**

The University will consult with staff, and where a staff member so chooses their representative, on workplace relations issues, on the achievement of the Agreement's objectives and about grievances or disputes arising from implementation. In doing so, the University will take their views into account before making final decisions.

The University may use a variety of mechanisms to communicate and consult with staff to ensure that they are kept informed of issues in the workplace and are provided with the opportunity to contribute their views about changes to workplace matters that directly affect them and on how to improve operations, structures or processes at UTS generally. Mechanisms for communication and consultation can include:

- (a) communication from the Vice-Chancellor to staff on important University developments
- (b) meetings of individual work units or groups at which feedback and the views of staff is sought
- (c) meetings with relevant groups of staff and/or their representatives, where they so choose, to obtain their views on one or more particular issues
- (d) focus groups to obtain the views of staff on one or more particular issues; and
- (e) staff forums through which staff can be invited to contribute their views.

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

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

## PART B - SALARIES AND RELATED MATTERS

### 12 SALARY INCREASES AND RATES OF PAY

#### Salary increases

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

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

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

- 2% from the first pay period commencing on or after 1 October 2006
- 2% from the first pay period commencing on or after 1 May 2007
- 2% from the first pay period commencing on or after 1 November 2007
- 2% from the first pay period commencing on or after 1 May 2008
- 2% from the first pay period commencing on or after 1 November 2008
- 2% from the first pay period commencing on or after 1 May 2009.

The increase payable in May 2007 is subject to the University complying with the Higher Education Workplace Relations Requirements, as approved by the Minister, in 2006.

#### Rates of pay

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

12.3 The rates of pay for casual staff will be as contained in **Schedule 2**. These rates of pay incorporate a casual loading of 23% in lieu of those Agreement benefits for which casual staff are ineligible including those leave entitlements to which casual staff are not entitled.

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

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

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

12.7 The rate of pay for trainees will be as set out in the *National Training Wage Award 2000*.

12.8 Apprentices will be paid at rates equivalent to those applicable to apprentices within the NSW Public Service for the appropriate trade and at the appropriate stage/year.

### 13 ANNUALISATION OF SALARY

A staff member employed on a part-year basis may apply to the University to receive an annualised salary payment over a 12-month period based on the staff member's proportion of full-time employment. The administrative arrangements associated with annualisation of salary will be set out in University guidelines.

## **14 SUPERANNUATION**

- 14.1** The University will maintain, in respect of existing and new staff, current employer superannuation arrangements (including eligibility for employer contributions for qualifying staff of 17 per cent) for staff during the nominal life of this Agreement except where a staff member requests arrangements in accordance with sub-clause 14.2 below.
- 14.2** Staff who are members of the UniSuper Defined Benefit Plan (DBP) or Investment Choice Plan (ICP) may, provided that the UniSuper Trust Deed so allows, elect to forego the 3% University superannuation contribution to the Award Plus Plan (APP) and receive a 3% non-superannuable salary loading in lieu.

## **15 INCREMENTAL PROGRESSION**

### **Principles**

- 15.1** Under normal circumstances, a staff member appointed to an incremental scale will progress through that scale.
- 15.2** A staff member who is not on the maximum salary point in their classification will incrementally progress to the next salary step following an assessment by the supervisor that performance has been satisfactory.
- 15.3** The assessment in relation to whether performance has been satisfactory will be made on the basis of the performance review and development process (see Clause 46).
- 15.4** An increment may only be withheld, where a supervisor has submitted a report to the Dean/Director in relation to unsatisfactory performance under sub-clause 51.8, in which case payment of the increment will be suspended pending a final decision.
- 15.5** If the decision under sub-clause 15.4 determines that the increment be paid, it will be paid from the staff member's incremental date and back-dated if necessary.
- 15.6** Any decision or recommendation in relation to incremental progression, including accelerated incremental progression must be made before the staff member's increment date. If a decision or recommendation has not been made before the staff member's incremental date, then the staff member will receive incremental progression to the next step within the classification.
- 15.7** Incremental progression shall normally occur on the Unit Increment Date of the staff member's work unit.

## **16 POSITION CLASSIFICATION AND EVALUATION**

### **Principles**

- 16.1** Support staff positions will be classified within a classification level using the descriptors as set out in **Schedule 3** and in accordance with the University procedures for evaluation and classification of support staff positions.
- 16.2** A staff member may apply no more than once in any twelve-month period to have the work level of their position description reviewed in order to establish the appropriate level and remuneration of that position.
- 16.3** A position description is used as the basis for determining the appropriate classification level of a position against the classification descriptors. A position description includes descriptions of:

- (a) the purpose of the position and its overall context within the workplace
- (b) the degree of task complexity
- (c) the scope for decision-making
- (d) the level of knowledge, experience and skill required
- (e) the challenges and problem solving within the position
- (f) the relationship of the position to other positions within the work unit.

**16.4** The position description must be signed by the immediate supervisor, the supervisor's supervisor and the position incumbent (where there is one) indicating agreement that the position description accurately describes the role.

**16.5** A position will be evaluated within the context of the following general principles:

- (a) it is the position not the occupant that is the subject of evaluation; and
- (b) in evaluation processes, the classification descriptors will be applied consistently across positions.

**16.6** The effective date of a new classification level and remuneration for a position which has been upgraded as a result of a classification review will be the date on which the revised position description was lodged with the Human Resources Unit for review.

## **17 BROADBANDING**

### **Principles**

**17.1** It is recognised that staff and the University may benefit from arrangements which enable positions to grow beyond one classification level. Broadbanding provides a framework for linking staff competencies and their longer-term personal and professional growth with the University's operational and strategic direction. Where it can be demonstrated that mutual benefits will result for staff and the University, classification levels may be broadbanded in accordance with the level descriptors in **Schedule 3**.

**17.2** The following principles will apply to proposals for broadbanding of support staff positions:

- (a) broadbanding applies to positions not to staff occupying those positions
- (b) broadbanding may be across either two or three successive levels
- (c) duties and accountabilities applicable to each level of a broadbanded position will be identified in the position description
- (d) the competency requirements to be met to progress to the higher level will be identified
- (e) incremental progression within a level will be in accordance with Clause 15 of this Agreement.

**17.3** Progression to a higher level shall be available only when the staff member's supervisor certifies that:

- (a) the competency requirements for progression established for the occupational group and/or work unit are satisfied by the incumbent
- (b) that the quality of work performed by the staff member is consistent with work required of the higher level and the position description, and
- (c) there is work consistently available at the higher level.

**17.4** All staff affected by a broadbanding proposal will be consulted on the development of the proposal and be provided with a copy of the broadbanding arrangements once they have been approved for implementation.

## **18 FLEXIBLE SALARY PACKAGING**

**18.1** All eligible staff may choose to enter into a salary packaging arrangement with the University for the purposes of receiving a salary lower than that to which they are entitled under **Schedule 1**, in exchange for a benefit of equivalent value.

**18.2** Where an agreement is reached between a staff member and the University in accordance with sub-clause 18.1, benefits may be provided to the extent that the cost to the University of providing the benefits and the reduced salary does not exceed the cost to the University of providing the salary prior to entering into the salary packaging arrangement.

## **19 HIGHER DUTIES ALLOWANCE**

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

## **20 TRAVEL ALLOWANCES AND REIMBURSEMENT**

**20.1** Where a staff member is required to travel to undertake official business for the University, the staff member shall be entitled to payment of accommodation and meal costs for such travel in accordance with the sustenance rates as applied by the University from time to time in accordance with advice from the Australian Tax Office. The University will reimburse the staff member for the costs of local business travel (eg public transport, taxi or parking fees and any toll fees) required by the University. This Clause is not intended to preclude the University from determining, at its discretion, that it will meet reasonable actual expenses incurred rather than paying a sustenance allowance.

## **21 FIRST AID ALLOWANCE**

A staff member appointed by the University as a First Aid Officer (in addition to their substantive position) who possesses a current First Aid Certificate shall be paid the first aid allowance as provided in **Schedule 4** of this Agreement.

A staff member appointed by the University as an Occupational First Aid Officer (in addition to their substantive position) possessing the required qualifications shall be paid an Occupational First Aid allowance as provided in **Schedule 4** of this Agreement.

## **PART C - LEAVE ENTITLEMENTS**

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

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

Except as provided for in sub-clause 27.3, a casual staff member receives a loading in lieu paid leave entitlements.

### **22 PUBLIC HOLIDAYS**

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

### **23 ANNUAL LEAVE**

#### **Principles**

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

#### **Eligibility and entitlement**

- 23.1** All continuing and fixed-term staff are entitled to paid annual leave. Full-time staff are entitled to 20 working days per annum, accrued pro-rata on the basis of service. Service excludes periods of leave without pay.
- 23.2** A shift worker who works 26 or more ordinary shifts on Sunday and/or public holidays between 1 December one year and 30 November the next year will be entitled to an additional five days annual leave at their ordinary rate of pay.
- 23.3** A staff member may accumulate up to 40 days annual leave (pro-rata in the case of part-time staff). A staff member who has accumulated more than 40 days annual leave will be given notice of at least six months by his/her supervisor to take annual leave within twelve months of the date of the notice.. The supervisor's direction will specify the commencement and termination dates of such leave which will reduce the staff member's accumulated leave to less than 40 days on the staff member's return to work. The staff member will be provided with the opportunity to propose alternative dates for the leave, provided that the total period of leave is no less that the period of the directed leave. The supervisor and staff member may agree to alternative dates for the leave, subject to operational requirements.
- 23.4** Where, in accordance with sub-clause 23.3, a supervisor directs or approves a staff member to take a period of annual leave, the staff member will be regarded as being on leave for the period specified or approved by the supervisor and the staff member's leave credits will be reduced accordingly.

## **24 CHRISTMAS – NEW YEAR LEAVE**

- 24.1** The University provides three days Christmas – New Year leave on full pay without deduction from any leave account to all continuing and fixed-term staff. Christmas – New Year leave combined with the designated public holidays (Christmas Day, Boxing Day, New Years' Day) results in the University's closure over this period. One day is in lieu of Bank Holiday (August) while the other two days are provided by the University.
- 24.2** Where a staff member is required by their supervisor to work on any of the three days provided for in sub-clause 24.1, the supervisor and staff member will agree to an alternative day/s leave on full pay.

## **25 SICK LEAVE**

### **Eligibility and entitlement**

- 25.1** All continuing and fixed-term staff are entitled to paid sick leave. For full-time staff, sick leave accrues at the rate of 15 days per calendar year of service. For staff starting work during the year and staff appointed for a fixed-term period of twelve months or less, the entitlement accrues for each full month remaining in that year. This entitlement accumulates with each calendar year of service and is reduced by any sick leave taken.
- 25.2** If unable to attend work through illness, staff should notify their supervisor within 24 hours of normal commencement of duty, stating the incapacity and likely length of absence. A medical certificate is required when a staff member takes four or more days of sick leave.
- 25.3** Staff may access their sick leave in the form of personal leave to provide care for sick relatives or household members or for bereavement due to the death of a relative or household member, in accordance with the provisions for Personal Leave (refer to sub-clause 26).

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

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

### **Sick leave without pay**

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

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

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

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

### **Special sick leave**

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

### **Requirement to submit application**

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

## **26 PERSONAL LEAVE**

### **Definitions**

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

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

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

### **Principles**

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

### **Entitlement**

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

- (a) to provide care or support to relatives or members of their household who are ill
- (b) bereavement due to the death of a relative or household member
- (c) to deal with an emergency situation arising due to fire, flood, burglary or other unforeseen event beyond the control of the staff member
- (d) where the carer of a staff member's child is unable to look after the child
- (e) attendance at the staff member's own graduation, citizenship and justice of the peace ceremony (normally expected to be up to half a day for each ceremony)

- (f) moving house (normally expected to be up to one day per twelve months)
- (g) appointments and commitments associated with pre and post natal responsibilities
- (h) to adhere to and celebrate cultural or religious days of observance.

**26.4** Personal leave is not cumulative.

**26.5** In addition to an entitlement to personal leave, a staff member is entitled to access his/her sick leave accrued from 24 October 1995 for leave to provide care or support to relatives or members of their household who are ill (ie sub-clause 26.3(a) above) or for bereavement due to the death of a relative or household member (ie sub-clause 26.3(b) above).

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

## **27 LONG SERVICE LEAVE**

### **Principles**

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

### **Eligibility and entitlement**

**27.2** A full-time staff member is entitled to long service leave at the rate of 44 working days long service leave on full pay on the completion of ten years service. After the initial ten years service, long service leave accrues at the rate of eleven working days for each completed year of service and pro-rata for less than a completed year of service. Long service leave may be taken on half pay. A staff member may take any long service leave at a time of his/her choosing if the staff member provides a minimum of six month's written notice. If the staff member provides less than six month's written notice, the leave may be granted at the discretion of the supervisor.

**27.3** Casual staff are entitled to pro-rata accrual of the full-time rate of long service leave for continuous service from 9 May 1985. Pro-rata accrual will be determined on the basis of the hours worked by the casual staff member. Breaks in service of two months or more will break continuity of service. Casual staff who are eligible for long service leave will be entitled to take their leave on the average rate of pay earned by the casual in the five years preceding the date on which long service leave is to commence.

### **Effect of leave without pay**

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

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

**27.5** Staff who have completed between five and ten years of service are entitled to payment for long service leave on a pro-rata basis in the following circumstances:

- (a) upon termination of employment for any reason other than misconduct (eg death, medical retirement or redundancy)
- (b) upon the expiry of a fixed-term contract, as provided for in sub-clause 41.2.2.4
- (c) upon resignation on account of illness, incapacity or domestic or other pressing necessity, or

- (d) upon retirement at or after age 60 or at such retirement age in accordance with the provisions of the relevant superannuation scheme.

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

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

- 27.6** Service for full-time or part-time staff commencing on or after 26 January 1988 (date of establishment of UTS) means full-time or part-time service (whether continuous or broken) as a staff member at UTS and/or continuous full-time or part-time service with other Australian higher education institutions (includes Universities and CAEs, does not include TAFE).
- 27.7** For the purposes of sub-clause 27.6 above continuous service is deemed to be where the period between ceasing with one employer and commencing with the next is not greater than two months. This intervening period is not counted as service.
- 27.8** Notwithstanding sub-clause 27.6 above, if a staff member has taken long service leave or is eligible to be paid or has been paid in lieu of long service leave by the releasing institution or any other institution, the staff member will not accrue any entitlement to leave for the period of service with the releasing institution for which leave has been taken, paid or for which there is eligibility for payment, but subject to this sub-clause such a period shall be included as qualifying service for determining when the staff member is next eligible to take long service leave.

### **28 LEAVE WITHOUT PAY**

- 28.1** Leave without pay for appropriate purposes may be granted by the University.
- 28.2** All continuing and fixed-term staff are eligible to apply for leave without pay, which may be granted at the discretion of the University. Because of the nature of their employment, casual staff are not eligible for leave without pay.
- 28.3** Leave without pay does not break continuity of service: a staff member remains a staff member of the University during leave without pay and the provisions of many policies continue to apply during leave without pay. For example, staff are bound by the University's Code of Conduct, and may apply for positions advertised within the University.
- 28.4** Periods of leave without pay will not count as service for the purpose of determining entitlements.

### **29 PARENTAL LEAVE**

#### **Definition**

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

#### **Principles**

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

### **Eligibility for parental leave**

- 29.2** All full-time and part-time staff employed on a continuing or fixed-term basis may be eligible for parental leave. Casual staff may also be eligible for unpaid parental leave in accordance with sub-clauses 29.15-29.17.
- 29.3** A fixed-term staff member will only be granted paid and/or unpaid parental leave if the period of leave falls within the time span of their fixed-term appointment. If the fixed-term staff member is subsequently offered another appointment, he or she may extend into the period of the new appointment the date for return from leave.

### **Basic entitlement**

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

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

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

### **Unpaid parental leave**

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

### **Cessation of pregnancy**

- 29.9** In the event of a still birth or miscarriage after the commencement of parental leave, the staff member may access their personal, sick, annual, long service leave and/or leave without pay for such period as a registered medical practitioner certifies as necessary. A staff member's illness not related to the direct consequences of the birth will be dealt with in accordance with Clause 25 [Sick Leave].

### **Partner's leave**

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

### **Foster parents leave**

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

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

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

**29.12** A staff member has a right to return to their former position after parental leave. 'Former position' is defined as the position held by the staff member immediately prior to the commencement of leave; except where by reason only of the pregnancy a staff member has been transferred to a more suitable or safe position before commencing maternity leave, the position held by her immediately before she transferred to the temporarily suitable or safe position.

**29.13** Clause 32 [Managing Change in the Workplace] and 33 [Redundancy] will apply to the staff member absent on parental leave in the same manner as if the staff member were not absent.

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

**29.15** A casual staff member who meets the following criteria will be entitled to up to 52 weeks unpaid parental leave from the date of birth or taking custody of the child:

- (a) who, immediately prior to the proposed date of commencement of the parental leave, was employed by the University for a period of at least twelve months on a regular and systematic basis for several periods of employment or on a regular and systematic basis for a continuous period, and
- (b) who has, but for the pregnancy or the decision to adopt, a reasonable expectation of further employment.

**29.16** The University will not fail to re-engage a casual staff member because:

- (a) the staff member or staff member's spouse is pregnant; or
- (b) the staff member is or has been immediately absent on parental leave.

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

**29.18** The rights of the University in relation to engagement and re-engagement of casual staff are not affected, other than in accordance with the sub-clauses 29.15-29.17.

## **30 COMMUNITY LEAVE**

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

- jury service
- attendance as a witness for the Crown
- attendance as a witness for proceedings in the Australian Industrial Relations Commission
- volunteer emergency services as a member of a voluntary service organisation

- blood donation
- military service
- participation in National Aboriginal and Islander Day of Observance Committee (NAIDOC) Day by indigenous Australian staff
- selection as a representative for participation in national and/or international sporting competitions

## **31 ABSENCE FROM DUTY**

### **Principles**

- 31.1** 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.
- 31.2** 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.
- 31.3** Failure by a staff member to advise their supervisor of an absence in excess of ten sequential working days must be brought to the attention of the Director, Human Resources by the supervisor. The Director, Human Resources may deem the absence to be abandonment of employment and the staff member's employment may be terminated.
- 31.4** Where a staff member's employment is terminated in accordance with sub-clause 31.3 above and the staff member can provide reasonable justification for an absence, the Director, Human Resources will reinstate the staff member's employment.

## **PART D - CHANGE MANAGEMENT**

### **32 MANAGING CHANGE IN THE WORKPLACE**

#### **32.1 Principles**

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

It is acknowledged that the sound management of workplace change is enhanced by the involvement of the people who will be affected by that change. The University will manage change in a proactive, transparent and constructive manner, so as to minimise any adverse effects on the University workplace community while ensuring that the University is able to adapt appropriately to changing circumstances.

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

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

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

#### **32.2 Consultation**

When a proposal for change of the nature described in sub-clause 32.1 is identified, the University will initiate a consultative process with all affected staff about the need for the change. Such consultation will be initiated in a timely manner prior to any final decision being made, and will involve one or more meeting(s) to which affected staff will be invited to allow discussion of issues. The University will provide relevant information and documentation to the affected staff as part of the consultation process. Consultation will occur with all relevant staff, and will cover:

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

#### **32.3 Implementation**

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

## **33 REDUNDANCY**

### **Principles**

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

### **33.1 Application**

The provisions of this Clause apply to all continuing staff.

### **33.2 Definition**

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

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

### **33.3 Consultation**

**33.3.1** Where the University has decided to make one or more positions redundant, it will consult with the affected staff, and where requested their representative, in accordance with sub-clause 32.2 of the Managing Change provisions of this agreement. As part of those discussions the University will provide the affected staff with relevant information, including:

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

**33.3.2** Following the discussions with the affected staff under sub-clause 33.3.1, the University will decide which measure(s) will be pursued to mitigate any negative consequences of the change.

### **33.4 Application for voluntary separation or redeployment**

The Vice-Chancellor may invite the staff member(s), who have been provided with information as required under sub-clause 33.3.1, to apply for voluntary separation (as provided under sub-clause 33.5) or redeployment (as provided under sub-clause 33.6).

A staff member who has received an invitation from the Vice-Chancellor in accordance with this sub-clause will have five working days from the date of the Vice-Chancellor's invitation to request a review of the University's decision to make her/his position redundant in accordance with sub-clause 33.7.

### **33.5 Voluntary separation**

A staff member will have six weeks from the date of the Vice-Chancellor's invitation in which to submit an application for voluntary separation to the Vice-Chancellor. The Vice-

Chancellor may decline a request for voluntary separation and the staff member will be advised of the reason(s) in writing for this decision and will be informed that their employment is to continue.

### **33.5.1 Voluntary separation benefit**

- (a) The amount paid for voluntary separation will consist of the following components:
- (i) a lump sum of twelve weeks pay
  - (ii) severance pay at the rate of three weeks pay for each completed year of service for the first ten years of service
  - (iii) severance pay at the rate of two weeks pay for each completed year of service thereafter
  - (iv) the total amount of payment under (i), (ii) and (iii) above shall not in total exceed payment equivalent to 78 weeks pay
  - (v) entitlements in the form of accrued annual leave and long service leave.
- 'Pay' as referred to above in this sub-clause will be the staff member's ordinary rate of pay as defined in Clause 3 [Definitions].
- (b) The final date of employment will be determined by the Dean or Director in consultation with the staff member.
- (c) All payments under sub-clause 33.5.1(a) will be calculated on the basis of the pay applicable to the staff member's average proportion of full-time employment over his/her last five years of service or his/her proportion of full-time employment at the date of cessation of employment, whichever is the greater.
- (d) The benefits under 33.5.1(a) are in lieu of any notice period, access to a scheme of redeployment or other redundancy benefit.

## **33.6 Redeployment**

- 33.6.1** A staff member will have six weeks from the date of the Vice-Chancellor's invitation under 33.4 in which to respond with a written request for the redeployment option to the Vice-Chancellor. The redeployment option will provide for a period of up to 15 weeks of redeployment and retraining which will commence from the date of the staff member's written request.
- 33.6.2** If after requesting the opportunity for redeployment and at the end of the 15 week period there is no offer to be redeployed then the staff member's employment will be terminated and they will be provided with the voluntary separation benefits which would have been available to the staff member under sub-clause 33.5.1, excluding the lump sum of twelve weeks pay. There is no obligation on the staff member to complete the 15 week period of redeployment. A staff member may accept voluntary separation and end the period of redeployment before the end of the 15 week period. The voluntary separation benefit then available to the staff member will be reduced by the period of redeployment served (that is, from the commencement of the redeployment period to their final date of employment) up to a maximum equivalent to the lump sum of twelve weeks pay.
- 33.6.3** During the redeployment process, staff will continue to maintain existing rights and privileges under this agreement and will continue to be engaged in productive and meaningful employment within the University.
- 33.6.4** The staff member will participate fully in the redeployment process including, where applicable, by maintaining a proactive job search; making themselves available to be considered for redeployment to a vacancy and participating in training.
- 33.6.5** The University will provide assistance and support to staff seeking redeployment. Staff seeking redeployment will be considered ahead of other applicants for any vacancy or new

position considered by the University or the staff member to be suitable. A suitable position will normally mean a position:

- at the same classification level of the staff member, and
- for which the staff member may have the necessary skills, qualifications and experience, or
- for which the staff member may acquire the necessary skills with a reasonable period of training/retraining.

**33.6.6** Where a staff member is assessed by the University as being suitable to fill a vacancy or new position, the staff member will receive a formal offer of appointment to the position, which they may accept or reject. A staff member shall not unreasonably refuse to accept redeployment to a suitable position, or training/retraining following the identification of a suitable position. When a staff member accepts redeployment to a position, redundancy processes will cease.

**33.6.7** Where a staff member is not assessed by the University as being suitable to fill a vacancy or new position, the staff member and the University may agree to a trial redeployment of up to three months to the position. During the trial period, the staff member and their supervisor will discuss the progress of the trial redeployment. Should either the University or the staff member find during the trial period that the position is unsuitable, the trial redeployment will cease and the staff member will be receive the voluntary separation benefits which would have been available to the staff member under sub-clause 33.5.1(a) excluding the lump sum of twelve weeks pay (unless the period of redeployment and the trial period served is less than twelve weeks in which case the balance of the lump sum will be paid).

**33.6.8** Where a staff member accepts redeployment to a position which is at a lower level, the University will maintain the staff member's salary at the level received prior to their position being declared redundant for a period of six months from the date of taking up the redeployment position.

**33.6.9** Where a staff member accepts redeployment to a fixed-term position and there are then no further employment opportunities available at the conclusion of the fixed-term, the staff member's employment will be terminated and they will be provided with the benefits available under voluntary separation less the lump sum of twelve weeks pay (refer to sub-clause 33.5.1(a)).

**33.6.10** The voluntary separation benefits applicable to staff who request redeployment will be calculated on the staff member's pay on the date of the staff member's written request for redeployment.

### **33.7 Review**

**33.7.1** Within five working days of a staff member lodging an application for review in accordance with 33.4 a Reviewer will be appointed [refer to Clause 53, Reviewers and Investigators]. The role of the Reviewer will be to determine whether the process in 33.3.1 was followed or whether a genuine redundancy decision was made by the University.

**33.7.2** The Reviewer will

- (a) conduct proceedings as expeditiously as possible consistent with the need for fairness
- (b) allow the Vice-Chancellor and staff member to be assisted, if they so choose, by an agent of his/her choice who not a solicitor or barrister in private practice
- (c) give the staff member adequate opportunity to put his/her case that fair process was not observed up to the point of the decision of the Vice-Chancellor to advise the staff member that his/her position is redundant or it is one position within a class of positions where one or more of those positions are redundant
- (d) provide an opportunity for the staff member to be interviewed
- (e) interview any person the Reviewer thinks fit to establish the facts of the particular case
- (f) take into account other material the Reviewer believes appropriate to the case

- (g) conclude the review within ten working days of the appointment of the Reviewer unless otherwise agreed between the Reviewer, the Vice-Chancellor and the staff member.

**33.7.3** Within five working days (or longer period as agreed between the Vice-Chancellor and staff member) of completing the process under 33.7.2, the Reviewer will provide a report to the Vice-Chancellor and the staff member.

**33.7.4** If the Reviewer finds that the University has acted appropriately in terms of its process in inviting the staff member to apply for voluntary redundancy or redeployment, the Vice-Chancellor will provide the staff member with ten working days to apply for voluntary separation (as provided under Clause 33.5) or redeployment (as provided under Clause 33.6).

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

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

### **33.8 Retrenchment**

**33.8.1** Following the close of the period for application referred to in 33.5, the Vice-Chancellor may formally advise in writing any staff member who has not applied for voluntary separation that the staff member is an excess staff member and that their employment will be terminated in accordance with this Clause. Such a termination is referred to as a 'retrenchment'.

#### **33.8.2 Benefits on retrenchment**

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

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

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

### **33.9 Leave and expenses**

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

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

## PART E - HOURS OF WORK

### **34 ORDINARY HOURS OF DUTY**

#### **Work cycle**

- 34.1** Full-time support staff will work 140 hours over a four-week cycle. The normal pattern of attendance is expected to be five seven-hour days per week, except where alternative hours arrangements are negotiated under this Clause. Except where expressly provided for under sub-clause 34.7, below, the maximum number of hours of work a week of a day staff member or shift staff member, paid at the ordinary rate of pay, is 35 hours. Except where expressly provided for at sub-clause 34.7, below, the maximum number of hours that may be worked each day before overtime applies is seven hours.
- 34.2** Part-time and casual staff will work the hours specified in their contract of employment over a four-week cycle (or the contracted period in the case of casual staff).
- 34.3** Staff may be engaged as either day staff members or shift staff members.

#### **Span of hours and working days**

##### **Day staff**

- 34.4** Day staff perform their weekly hours of work paid at the ordinary rate of pay, within the span 7:00am to 7:00pm Monday to Friday excluding Public Holidays. All staff except those identified as shiftworkers in sub-clause 35.1 are categorised as day staff.
- 34.5** The supervisor will determine the actual hours to be worked by a staff member within the relevant span of hours specified in sub-clause 34.4 in accordance with the provisions of this Clause.

#### **Established pattern of hours**

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

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

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

#### **Alternative hours arrangements**

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

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

- 34.8** Hours worked in excess of any of the limits in sub-clause 34.7 shall be treated as overtime. Alternative hours arrangements are not to be used as a mechanism for avoiding the payment of overtime.
- 34.9** Alternative working arrangements will take effect after they have been agreed in writing between the staff member and their supervisor, supported by the Dean or Director of the work unit and approved by the Director, Human Resources. A copy of the arrangements is to be kept on the staff member's personal file.

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

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

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

- 34.12** Part-time staff may, by mutual agreement with their supervisor, work more or less than the average weekly hours, provided that, at the end of the four week cycle, the total hours worked equates to the appropriate fraction.
- 34.13** A part-time staff member's fortnightly payment arrangements will not change as a result of a mutually agreed variation to average weekly hours as per sub-clause 34.12, and the staff member will continue to receive the normal fortnightly salary. Except that on termination any adjustment to hours / pay will be made.

### **35 SHIFTWORK**

#### **Shift staff**

- 35.1** Shift staff perform their work according to a shift roster, and their span of hours extends beyond 7:00am to 7:00pm Monday to Friday. Shift rosters will provide staff with two consecutive days off per week unless otherwise agreed between a supervisor and staff member.
- 35.2** All authorised work on shiftwork shall be paid a loading in accordance with sub-clause 35.6.
- 35.3** Any areas of the University which operate shift arrangements at the time of the making of this Agreement shall continue to operate such arrangements after the making of this agreement.
- 35.4** Should a Dean/ Director wish to introduce shift work to an area of the University which does not currently engage shift staff, the provisions of Clause 32 will apply.
- 35.5** Where shift arrangements are to be introduced and the Dean/ Director is satisfied that there is good and sufficient reasons as to why a staff member (who is not shiftworker) cannot work the changed hours then the staff member shall not be required to work the shift arrangements. Such good and sufficient reasons may include (but are not limited to) the personal, family and carer's commitments of the staff member.

## **Shift loadings**

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

The rates of pay for Public Holidays as set out in Clause 37 are substituted for and not cumulative upon any shift loading set out above.

## **Night shift**

- 35.7** Where a staff member is required to work Night Shift (refer 35.6(e)) for more than two-thirds of the staff member's working time in each roster cycle, the staff member will be paid a shift loading of 30%.

## **Overtime for shift workers**

- 35.8** Overtime will be paid as per the overtime arrangements described in Clause 36. Overtime payments will be in substitution for, and not cumulative upon, shift allowances and weekend/public holiday loadings.

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

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

## **Bridge and road tolls**

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

## **Variation to shift rosters**

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

## **36 OVERTIME**

**36.1** All authorised time worked in the following circumstances shall be treated as overtime and shall be paid in accordance with sub-clauses 36.7 or 36.8 as appropriate.

### **Eligibility**

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

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

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

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

### **When overtime occurs**

**36.5** Subject to sub-clause 36.6, overtime occurs when a staff member (whether full-time, part-time or casual) is required to work:

- (a) outside of the ordinary span of hours, as defined in sub-clause 34.4 or 34.5; or
- (b) more than the daily or weekly hours specified in any alternative working arrangement made under sub-clause 34.7; or
- (c) more than seven hours in any day (except where worked as an alternative working arrangement); or
- (d) more than 35 hours in any week (except where worked as an alternative working arrangement); or
- (e) more than 140 hours in the four week cycle (or more than 35 hours per week in the case of casual staff appointed for less than four weeks).

**36.6** Sub-clause 36.5(a) does not apply in the case of a rostered shift. Sub-clause 36.5(e) does not apply to excess hours worked as part of a flexitime scheme [refer to sub-clause 39].

### **Rates payable for overtime**

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

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

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

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

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

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

### **Minimum break**

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

### **Meal allowance during overtime**

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

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

- 37.1** All work performed by staff who are not shift workers on a public holiday within the ordinary span of hours as described in Clause 34.1, shall be paid at the rate of 150% in addition to the payment for the public holiday. A minimum payment of four hours at the appropriate rate will be made.
- 37.2** Shift staff: Where a staff member works a rostered shift which finishes during a public holiday, they will be paid a loading of 150% in addition to their ordinary rate of pay for the entirety of the shift. The loadings payable under this sub-clause are substituted for and not cumulative upon any shift loading set out in sub-clause 35.6.
- 37.3** Overtime: For all overtime performed on a public holiday in accordance with Clause 36 [Overtime], staff shall be paid at the rate of 250% their normal hourly rate.

## **38 ON-CALL**

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

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

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

## **39 FLEXIBLE HOURS OPTIONS**

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

Participation in the RDO or flexitime scheme is not an automatic entitlement and is subject to agreement by the supervisor. All support staff (excluding casuals) will be eligible to apply to their supervisor for participation in the schemes.

### **39.1 Rostered day off scheme**

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

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

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

### **39.2 Flexitime scheme**

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

**39.2.2** Subject to the approval of the Director, Human Resources, and within the parameters set out in the guidelines for flexitime, an organisational area may implement a local policy on flexitime arrangements for the purpose of ensuring that the flexileave provisions are applied consistently and fairly.

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

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

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

## PART F - GENERAL CONDITIONS

### 40 MODES OF EMPLOYMENT

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

#### 40.1 Full-time employment

Full-time employment means all employment other than part-time employment. A staff member employed on a full-time basis will be required to work the hours as prescribed in sub-clause 34.1 [Work Cycle] and will be paid the full-time salary rate in accordance with **Schedule 1**.

A staff member may be employed full-time on either a continuing or fixed-term basis in accordance with Clause 41 (Categories of Appointment).

#### 40.2 Part-time employment

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

A staff member may be employed part-time on either a continuing or fixed-term basis in accordance with Clause 41 (Categories of Appointment).

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

#### 40.3 Part-year employment

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

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

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

A staff member employed on a part-year basis may elect to have his/her salary annualised in accordance with Clause 13.

### 41 CATEGORIES OF APPOINTMENT

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

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

#### 41.1 Continuing appointment

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

#### 41.2 Fixed-term appointment

A fixed-term appointment is made for a specified term or ascertainable period. The contract for this employment will specify the starting and finishing dates of that employment, (or in lieu of a finishing date, will specify the circumstance(s) or contingency relating to a specific task or project, upon the occurrence of which the term of the employment will expire). A fixed-term appointment may be made on a full-time, part-time or part-year basis.

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

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

##### 41.2.1 Provision of Notice

- (a) UTS will provide to a fixed-term staff member written notice of the intention to renew or not to renew employment upon expiry of the appointment in accordance with the following table.

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

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

- (b) Where, because of circumstances relating to the provision of specific funding to support employment, external to UTS and beyond its control, UTS is not reasonably able to give the notice required by this sub-clause, it shall be sufficient compliance with this sub-clause if UTS:
- (i) advises those circumstances to the staff member in writing at the latest time at which the notice would otherwise be required to be given; and
  - (ii) gives notice to the staff member at the earliest practicable date thereafter.
- (c) Except by reason of (b) above, where employment is not renewed upon expiry of a fixed-term appointment and notice in accordance with the above cannot be provided, the University will provide pay in lieu of notice.
- (d) If the University decides to continue a position on a fixed-term basis, the incumbent staff member will be offered further employment in the fixed-term position if the staff member was employed through a merit selection process and there has been satisfactory performance in the position.

## 41.2.2 Severance pay

**41.2.2.1** A fixed-term staff member whose contract of employment is not renewed in circumstances where he/she seeks to continue the employment shall be entitled to a severance payment in accordance with sub-clause 41.2.2.3 or 41.2.2.4, except in the following circumstances:

- (a) the staff member was employed on a first fixed-term contract unless the duties of the kind performed in relation to the work continue to be required but another person has been appointed, or is to be appointed, to the same or substantially similar duties; or
- (b) the staff member was replacing another staff member on leave or secondment from the workplace; or
- (c) the staff member was performing duties of a vacant position for which recruitment action has commenced; or
- (d) the staff member was on a pre-retirement contract; or
- (e) the position was one specifically designated for students; or
- (f) the staff member was engaged for up to three years in response to a sudden and unanticipated increase in student enrolments; or
- (g) the staff member was engaged for up to three years in a new organisational area to perform functions or teach in program/s that had not been performed or taught previously, the prospective need or demand for which is uncertain or unascertainable at the time of establishment of the unit; or
- (h) the staff member was specifically employed in a disestablished organisational area.

**41.2.2.2** Where a staff member is entitled to severance pay and UTS advises the staff member in writing that further employment may be offered within six weeks of the expiry of a period of fixed-term employment, then:

- (a) Payment of severance benefits may be deferred for a maximum period of four weeks from the expiry of the period of fixed-term employment.
- (b) The general severance payment or retrenchment benefit payment prescription may be varied by agreement with the affected staff member if the University obtains acceptable alternative employment for the staff member.

**41.2.2.3** Where a staff member is entitled to severance pay in accordance with sub-clause 41.2.2.1, severance payment entitlements will be calculated for a period of continuous service in the amounts below where the staff member's fixed-term position is:

- (a) funded from an identifiable funding source(s) external to UTS, not being funding that is part of an operating grant from the government or funding comprised of payments of fees made by or on behalf of students; or
- (b) a research only position; or
- (c) for a specific task or project.

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

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

**41.2.2.4** Where a staff member is entitled to severance pay in accordance with sub-clause 41.2.2.1, severance payment entitlements will be calculated for a period of continuous service in the amounts below for all fixed-term positions other than those specified in sub-clause 41.2.2.3. The severance payment entitlements provided below apply to fixed-term appointments which commence after the date of lodgment of this Agreement.

<b>Period of continuous service</b>	<b>Severance pay</b>
Up to the completion of two years	four weeks

<b>Period of continuous service</b>	<b>Severance pay</b>
Two years and up to the completion of three years	six weeks
Three years and up to the completion of four years	seven weeks
Four years and up to the completion of five years	eight weeks
Five years and up to the completion of six years	nine weeks
Six years and up to the completion of eight years	ten weeks
Eight years and up to the completion of ten years	eleven weeks
Ten years and over	twelve weeks

Where severance is payable in accordance with this sub-clause, staff with five or more years of continuous service shall also be entitled to payment in lieu of pro-rata long service leave, calculated in accordance with sub-clause 27.2.

### **41.3 Casual employment**

**41.3.1** Casual employment shall mean engagement of a staff member on an hourly basis at an hourly rate of pay. The casual employment rates specified in **Schedule 2** include a 23% loading in lieu of those agreement benefits for which casual staff are ineligible. Casual staff are not eligible for the following forms of leave:

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

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

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

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

## **42 CONTRACT OF EMPLOYMENT**

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

**42.1** for staff other than casual staff, the classification level and salary of the person on commencement of the employment, and the hours or the proportion of full-time hours to be worked

**42.2** for a fixed-term staff member, the term of the employment, the length and terms of any period of probation, and the reason the appointment has been made on a fixed-term basis.

- 42.3** for any staff member subject to probationary employment, the length and terms of the probation
- 42.4** for any casual staff member, the classification and salary level for the position of the person
- 42.5** other main conditions of employment including the identity of the employer, or the documentary, or other recorded sources from which such conditions derive, and relating to the duties and reporting relationships to apply upon appointment.

### **43 CONVERSION OF CERTAIN CASUAL STAFF**

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

**43.2** A casual staff member may apply for conversion to continuing or fixed-term employment, as appropriate, if he/she has been employed by the University on a regular and systematic basis in the same or a similar and identically classified position in the same department (or equivalent), either:

- (a) over the immediately preceding period of twelve months and, in those immediately preceding twelve months, the average weekly hours worked equalled at least 50% of the ordinary weekly hours that would have been worked by an equivalent full-time staff member; or
- (b) during the immediately preceding period of at least 24 months.

For the purposes of this Clause occasional and short-term work performed by the staff member in another classification, job or department shall not:

- (a) affect the staff member's eligibility for conversion; or
- (b) be included in determining whether the staff member meets or does not meet the eligibility requirements.

**43.3** A staff member may apply for conversion in writing when he/she believes that he/she meets the above criteria. However, upon appointment, the University shall advise casual staff that, after serving qualifying periods, some casual staff may have a right to apply for conversion. A copy of this Clause shall be made available to such staff. The University shall also take reasonable steps to inform casual staff about the conversion process (for example by including notices in University publications and websites).

**43.4** The University shall not unreasonably refuse an application for conversion. However, it may refuse an application on reasonable grounds. Reasonable grounds include, but are not limited to, the following:

- (a) the staff member is a student, or has recently been a student, other than where her/his status as a student is irrelevant to his/her engagement and the work required
- (b) the staff member is a genuine retiree. For the purposes of this Clause, 'genuine retiree' means a person who is in receipt of any form of Australian retirement income
- (c) the staff member is performing work which will either cease to be required or will be performed by a non-casual staff member, within 26 weeks (from the date of application)
- (d) the staff member has a primary occupation with the University or elsewhere, either as a staff member or as a self-employed person
- (e) the staff member does not meet the essential requirements of the position; or
- (f) the work is ad hoc, intermittent, unpredictable or involves hours that are irregular.

**43.5** The University must determine an application for conversion either by offering conversion to non-casual employment or by rejecting the application. If the University rejects the application, it must provide written reasons for rejecting it in writing. If the application is

accepted, the staff member will be offered a continuing or fixed-term appointment consistent with the provisions of Clause 41 of this Agreement [Categories of Appointment].

- 43.6** The offer of conversion shall indicate the hours and pattern of work which, subject to due consideration of the University's operational requirements and the desirability of offering the staff member work which is as regular and continuous as is reasonably practicable, shall be consistent with the staff member's casual engagement. The conversion offer shall also constitute (and include such other details as are required for) an instrument of engagement for the purposes of this Agreement.
- 43.7** Conversion may be, but is not required to be, to continuing part-time part-year, annualised hours employment [in accordance with sub-clause 40.3 Part-year employment, Modes of Employment, and Clause 13 Annualisation of Salary].
- 43.8** For the purposes of this Clause, whether there are reasonable grounds to refuse conversion pursuant to sub-clause 43.4(f) will depend on the entirety of the circumstances in the particular case. However, as general propositions, staff who work a limited number of weeks each year, even if those weeks are regular (including persons such as examination invigilators (exam supervisors) and persons employed to assist in enrolment periods) will be seen as working on an 'intermittent' basis and could be refused conversion. Conversely, a staff member who works from March to November each year, and who does not work, for example, on weekends, during semester breaks and over the long vacation, would not be considered 'intermittent' for the purposes of this Clause.
- 43.9** An employee whose application for conversion is rejected shall not be entitled to apply again within twelve months except where:
- (a) that rejection is solely based upon the ground set out in 43.4(c); and
  - (b) that ground ceased to apply.

## **44 STAFF DEVELOPMENT AND CAREER DEVELOPMENT**

- 44.1** The University is committed to providing development opportunities for staff relevant to their current or future work, including access to relevant external developmental opportunities.
- 44.2** Staff members and their supervisors will engage in performance review and development discussions at least annually. Such discussions will provide staff members with an opportunity to plan and discuss staff development and career development opportunities and options with their supervisor. Supervisors are to ensure that staff development forms an integral part of each staff member's annual work plan developed in accordance with the performance review process [Clause 46 – Performance Review and Development]. Workplans should include appropriate development measures to ensure that staff are kept up-to-date with relevant technological changes in the work place required to perform their duties.

## **45 PROBATION**

### **45.1 Application**

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

## **45.2 Period of probation**

### **45.2.1 Continuing appointments**

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

### **45.2.2 Fixed-term appointments**

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

## **45.3 Probation process**

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

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

**45.3.3** Throughout the probationary period a process of regular informal feedback shall occur. The supervisor must inform the staff member in writing of any impediments to the continuation of the staff member's employment when such impediments become apparent.

**45.3.4** A formal review of the staff member's performance will be conducted by the supervisor no later than four weeks before the end of the period of probation. The supervisor will prepare a report on the formal review which will include a recommendation about continuation or termination of employment. Where the report recommends termination, the report must include any adverse material about the staff member which has been taken into account in making the recommendation for termination. The staff member will be provided with a copy of the supervisor's formal review report and will be given reasonable opportunity to provide a response in writing. The supervisor's report of the formal review and any response from the staff member will be forwarded to the Director, Human Resources for a decision about continuation or termination of appointment.

**45.3.5** Upon completion of the probationary period, the staff member will receive written confirmation of the outcome of the probation. While a decision will normally be made at the end of the probationary period, an earlier decision may be made where circumstances warrant.

**45.3.6** The Director, Human Resources may dismiss a probationary staff member on the grounds of unsatisfactory probationary performance. Notice of dismissal will be given in writing. A probationary staff member whose employment is terminated in accordance with this Clause will receive, at the University's discretion, either four weeks notice of termination or payment in lieu of notice effective from the date of the written advice.

## **46 PERFORMANCE REVIEW AND DEVELOPMENT**

**46.1** The performance review and development process at UTS will provide a framework for identifying, evaluating and developing performance. The University is committed to the implementation of an effective performance review and development process, linked to the achievement of individual, work area and organisational goals.

**46.2** All support staff will participate in the performance review and development process in

accordance with University guidelines.

**46.3** The performance review and development process provides staff and supervisors with the opportunity to:

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

**46.4** The performance review process will be integrated with arrangements in relation to probation and incremental progression.

**46.5** The performance review process will require the development of an annual workplan incorporating performance expectations linked to University and Faculty/Unit plans and professional and career development goals and support. The workplan will be developed, agreed and signed between the staff member and supervisor. The workplan will be consistent with the position description and able to be performed within the ordinary hours of work for the staff member. Neither the supervisor nor the staff member will unreasonably withhold agreement to the workplan.

**46.6** Performance review also incorporates regular informal discussions between staff and supervisors about matters relating to their work and workplace. Such informal meetings may be initiated at the request of the staff member and supervisor.

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

## **47 EQUITY**

### **47.1 Anti-discrimination**

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

### **47.2 Pay equity**

The University will continue to monitor pay equity issues within UTS, and is committed to the development and implementation of appropriate strategies to remedy any identified problems.

### **47.3 Career equity**

- 47.3.1** Selection, probation and promotion criteria will value and represent the skills and experiences of women and members of other EEO groups (see also Clause 49 Indigenous Australian Employment).
- 47.3.2** The University will implement and monitor procedures to ensure that all selection, probation and promotion committees are aware of and apply such criteria.
- 47.3.3** The University will progressively implement strategies designed to overcome career path obstacles for all staff but with particular emphasis on redressing points of disadvantage experienced by women and members of other EEO groups.
- 47.3.4** The University will, within the life of this Agreement, periodically report to staff on existing and proposed strategies designed to equalise career opportunities for all staff, but with special reference to the position of women and other EEO groups at UTS.
- 47.3.5** The governance and committees of UTS will be based on best practice with regard to gender balance, as monitored by the University's Equity and Diversity Unit. The University will continue to implement mechanisms for achieving gender balance in University governance and all committees in UTS within the life of this Agreement.

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

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

## **48 INTELLECTUAL FREEDOM**

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

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

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

without fear of harassment, intimidation or unfair treatment.

**48.3** Notwithstanding the rights expressed in sub-clause 48.2, staff members do not have a right to harass, vilify or intimidate.

## **49 INDIGENOUS AUSTRALIAN EMPLOYMENT**

For the purposes of this Clause "Indigenous Australian person" means a person of Aboriginal or Torres Strait Island descent who identifies as an Aboriginal or Torres Strait Island person and is accepted as such by his/her community.

## **49.1 Objectives**

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

## **49.2 Guiding principles**

In pursuit of this objective the following principles will apply:

**49.2.1** the University gives respect and consideration to the cultural, social and religious systems practiced by Indigenous Australians; recognises Indigenous Australian knowledge as a significant contribution to all other bodies of knowledge, and acknowledges the knowledge base that Indigenous Australian staff bring to the University. As far as possible, the University will actively promote and recognise Indigenous Australian cultural practices and identity. The application of this principle needs to recognise the diversity of Indigenous Australian culture.

**49.2.2** the University acknowledges that participation of Indigenous Australians in cultural or ceremonial activities enhances the effectiveness of Aboriginal and Torres Strait Islander people. Provision for participation in ceremonial or cultural activities is therefore of direct benefit to the University.

**49.2.3** the University recognises that a supportive working environment for Indigenous Australians requires the redress of past social injustice, exploitation and employment inequity. Consistent with principles of Aboriginal and Torres Strait Islander Self-Determination, social and restorative justice, and cultural affirmation, the University is therefore committed to strategies which seek to:

- maximise staff development along with the transfer of job skills and information in order to increase Indigenous knowledge, independence, remuneration, job security and self sufficiency
- increase, encourage and foster Indigenous employment and participation at all levels of work activity particularly continuing full-time and part-time positions through continued support of the Wingara Indigenous Employment and Professional Development Strategy, monitor and measure outcomes so that the strategy can be evaluated
- facilitate and encourage the direct involvement of each Indigenous Australian staff member in determining their own career strategies, goals and objectives.

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

## **49.3 Strategies**

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

**49.3.1** To facilitate the Wingara Indigenous Employment and Professional Development Strategy, the University affirms its commitment to the provision of funding for an Indigenous Employment Manager (IEM) as an identified indigenous position. The IEM shall contribute to the development, implementation and monitoring of the Wingara Indigenous Employment and Professional Development Strategy and will work with UTS managers to facilitate meeting such targets as are set for employment through the Strategy. The Wingara Management Committee is responsible for overseeing the implementation of the employment strategy and advising the Vice-Chancellor on the setting of targets.

- 49.3.2** To develop a program of support to facilitate the professional development of Indigenous staff. The program will be developed in consultation with Indigenous Australian staff and other stakeholders and will include consideration of targeted development provided through a mentoring approach and study support.
- 49.3.3** To establish an Indigenous Australian staff support network to facilitate communication with and between Indigenous Australian staff on matters relating to their employment and professional development at UTS. Participation in the network will be voluntary but all Indigenous Australian staff will be eligible to participate in the network. The University will use the network as a mechanism to consult with Indigenous Australian staff on matters including the development of the professional development program (refer to sub-clause 49.3.2).

## **50 PROVISION OF PERSONAL INFORMATION**

- 50.1** A staff member may wish to access leave or other flexible working arrangements in order to accommodate their personal, family and carers 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.
- 50.2** Staff are normally expected to discuss their relevant personal circumstances with their supervisor, however, staff may choose to discuss such matters with the Director, Human Resources instead.
- 50.3** Where the staff member chooses to discuss personal information with the Director, Human Resources instead of their supervisor, the Director, Human Resources will only disclose general information about the staff member's situation to the staff member's supervisor sufficient to allow the supervisor to fulfil their decision making responsibilities.

## PART G - DISCIPLINE

### 51 MANAGING UNSATISFACTORY PERFORMANCE

#### Application

- 51.1** The procedures outlined in this Clause apply to all continuing and fixed-term staff employed by the University. This Clause does not apply to casual and probationary staff.
- 51.2** It is expected that supervisors will have provided regular feedback on performance as part of the performance review processes at UTS and will deal promptly and fairly with issues. Supervisors will provide guidance and counselling and, where appropriate, staff development, to address performance issues when these are first identified.
- 51.3** The procedures of this Clause must be followed before disciplinary action against a staff member for unsatisfactory performance may be taken. However, where a matter that may involve unsatisfactory performance has been dealt with in good faith as though it were a case of misconduct under Clause 52, the procedures of this Clause are not required, but the procedures of Clause 52 including notice periods and review procedures, must be followed. Nothing in this Clause prevents the relevant Dean, Director, Head of Division or the Vice-Chancellor from referring a question of possible unsatisfactory performance to a supervisor or Manager for appropriate action.

#### Definition

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

#### Procedures

- 51.5** Where a supervisor forms a view that the performance of a staff member is unsatisfactory, the supervisor will:
- (a) inform the staff member that action is being, or may be, taken in accordance with this Clause
  - (b) counsel the staff member on the nature of the improvement required and the time within which reasonable improvement is expected, and
  - (c) make a record of the counselling given and provide a copy to the staff member.
- 51.6** A staff member may choose to be accompanied by a representative of the staff member's choosing at any counselling or meeting convened in accordance with this Clause, provided that person is not a barrister or solicitor in private practice.
- 51.7** When performance issues are identified as part of the University's performance review processes and the staff member has been advised in accordance with sub-clause 51.5(b), the procedures outlined in that process for dealing with performance issues may be deemed to satisfy the requirements of sub-clause 51.5.

- 51.8** Where a supervisor believes that the processes referred to in 51.5 have not produced the desired improvements in performance, the supervisor will make a report to the Dean or Director (as appropriate) and, at the same time, provide a copy to the staff member. The Dean or Director will review the report and any response provided by the staff member and may decide to:
- (a) take no further action
  - (b) refer the matter back to the supervisor to ensure that the steps referred to in sub-clause 51.5 are complied with in substance and in a manner appropriate to the circumstances; or
  - (c) refer the report to the Deputy Vice-Chancellor. The report will state clearly the aspects of performance viewed as unsatisfactory and the record of attempts to remedy the problem/s.
- 51.9** The Dean or Director will provide the staff member with a copy of the report at the time it is referred to the Deputy Vice-Chancellor. The staff member may, within ten working days of receipt of the report by the Deputy Vice-Chancellor, submit to the Deputy Vice-Chancellor a written response to the report.
- 51.10** Upon receipt of the report and any written response from the staff member, the Deputy Vice-Chancellor will first be satisfied that:
- (a) appropriate steps have been taken to bring the unsatisfactory nature of performance to the staff member's attention
  - (b) an adequate opportunity to respond was given
  - (c) any response was taken into account, and
  - (d) a reasonable opportunity has been afforded to remedy the performance problem.
- 51.11** Following consideration of the report and any written response from the staff member, the Deputy Vice-Chancellor may then:
- (a) take no further action
  - (b) refer the matter back to the supervisor (via the Dean or Director) to ensure that the steps referred to in sub-clause 51.5 are complied with in substance and in a manner appropriate to the circumstances, or
  - (c) recommend to the Vice-Chancellor that disciplinary action be taken.
- 51.12** The Deputy Vice-Chancellor will advise the staff member in writing of his/her recommendation in relation to disciplinary action. Following receipt of the Deputy Vice-Chancellor's written advice, the staff member has five working days to submit, in writing, a request for a review of the process leading to the Deputy Vice-Chancellor's recommendation.
- 51.13** If the staff member does not request a review of the process leading to the Deputy Vice-Chancellor's recommendation, the Deputy Vice-Chancellor will refer his/her recommendation to the Vice-Chancellor. The Vice-Chancellor will consider the recommendation and determine if any disciplinary action is to be taken. The Vice-Chancellor will advise the staff member, in writing, of her/his decision and the operative date of any disciplinary action to be taken.

## **Review**

- 51.14** Where a staff member requests a review of the Deputy Vice-Chancellor's recommendation in accordance with sub-clause 51.12, a Reviewer will be appointed within ten working days [refer to Clause 53, Reviewers and Investigators].
- 51.15** The Reviewer will:
- (a) conduct proceedings as expeditiously as possible consistent with the need for fairness

- (b) allow the Deputy Vice-Chancellor and staff member to be assisted, if they so choose, by an agent of his/her choice who is not a solicitor or barrister in private practice
- (c) give the staff member adequate opportunity to put his/her case that fair process was not observed up to the point of the recommendation by the Deputy Vice-Chancellor to advise the staff member that his/her performance is unsatisfactory
- (d) provide an opportunity for the staff member to be interviewed
- (e) conduct all interviews in the presence of the staff member and the Deputy Vice-Chancellor and, where applicable their representatives
- (f) ensure that the staff member and the Deputy Vice-Chancellor have the right to ask questions, to make submissions and to present and challenge evidence
- (e) interview any person the Reviewer thinks fit to establish the facts of the particular case
- (f) take into account other material the Reviewer believes appropriate to the case;
- (g) keep a record of the interviews and proceedings
- (h) provide a report together with a record of proceedings to the Vice-Chancellor and the staff member within ten working days of completion of the proceedings
- (i) conclude the proceedings within ten working days of the appointment of the Reviewer unless otherwise agreed between the Investigator, the Deputy Vice-Chancellor and the staff member.

**51.16** If the Reviewer concludes that the procedures set out in sub-clause 51.5 to 51.10 were not properly followed the Vice-Chancellor will consider the Deputy Vice-Chancellor's recommendation in light of the Reviewer's report and may first take steps to remedy any perceived unfairness as may seem to the Vice-Chancellor reasonable.

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

**51.18** If the Reviewer concludes that the procedures set out in sub-clauses 51.5 to 51.10 were followed properly, the Vice-Chancellor will consider Reviewer's report and the Deputy Vice-Chancellor's recommendation and decide if disciplinary action is to be taken. The Vice-Chancellor will advise the staff member in writing of her/his decision, and of the operative date of any disciplinary action to be taken.

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

## **52 DISCIPLINARY ACTION FOR MISCONDUCT**

### **Application**

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

### **Definition**

**52.2** 'Misconduct' means:

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

- (c) serious dereliction of duties.

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

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

### **Procedures**

**52.4** The Vice-Chancellor must follow the procedures of this Clause before taking disciplinary action against a staff member for misconduct. However, where a matter that may involve misconduct has been dealt with in good faith as if it were a case of unsatisfactory performance under Clause 51, the procedures of this Clause are not required, but the procedures of Clause 51, including notice periods and review procedures, must be followed.

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

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

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

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

**52.7** If the staff member admits in full the allegation/s, and the Vice-Chancellor is of the view that the conduct amounts to misconduct, then the Vice-Chancellor may take disciplinary action, subject to following the procedure described in sub-clause 52.8.

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

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

**52.9** Where the Vice-Chancellor is of the view that there has been no misconduct and decides to take no further action under sub-clause 52.6, the Vice-Chancellor will immediately advise the staff member in writing and may, by agreement with the staff member, publish the advice in an appropriate manner.

### **Investigation of misconduct**

**52.10** Where a matter is referred for investigation in accordance with sub-clause 52.6(a), an Investigator will be appointed within ten working days [refer to Clause 53, Reviewers and Investigators].

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

**52.12** The Investigator will:

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

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

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

### **Suspension**

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

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

### **Other matters**

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

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

## **53 REVIEWERS AND INVESTIGATORS**

**53.1** Where a 'Reviewer' under Clauses 33 [Redundancy] and 51 [Managing Performance], or an

'Investigator' under Clause 52 [Disciplinary Action for Misconduct] is required, the staff member concerned and the University will agree on the nomination of a Reviewer or Investigator, as required. Reviewers or Investigators will be persons external to the University and have experience in University decision-making processes, dispute resolution, arbitration and/or adjudication. If agreement cannot be reached within ten working days, then the Vice-Chancellor will ask a member of the Higher Education Panel of the AIRC to nominate a person to act as the Reviewer or Investigator and that person will be appointed as the Reviewer or Investigator.

## PART H - TERMINATION OF EMPLOYMENT

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

#### **Application**

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

#### **Procedures**

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

**54.3** If, within the notice period referred to in sub-clause 54.2, the staff member elects to apply to their superannuation fund for ill-health retirement or temporary disability benefit and provides the Vice-Chancellor with evidence of the application and co-operates with the superannuation fund in the processing of the application, the requirement for a medical examination will lapse. In this case, subject to the provisions of this Clause, the Vice-Chancellor will take no further action until such time as the superannuation fund has reached a decision on the application.

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

#### **Medical report**

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

**54.6** Notwithstanding the provisions of sub-clause 54.5, where a staff member has been continually absent from employment on account of a medical condition which has been the subject of examination under sub-clause 54.5, and the absence has been for a period of not less than two years, the University may terminate the staff member's employment under the provisions of sub-clauses 54.11 and 54.12.

**54.7** A staff member (or person acting on their behalf) may request that the findings of the medical examination referred to in sub-clause 54.5 be confirmed by a panel of medical practitioners in accordance with sub-clause 54.9 below. The Vice-Chancellor must receive such a request within 14 days of the medical report being supplied to the staff member.

- 54.8** If such a request is received, the Vice-Chancellor will not terminate the employment of the staff member unless and until the panel confirms the findings of the report.
- 54.9** Where a request pursuant to sub-clause 54.7 is received, the required panel will consist of three medical practitioners, as follows:
- (a) one medical practitioner appointed by the University
  - (b) one medical practitioner appointed by the staff member or a person acting on his/her behalf; and
  - (c) one medical practitioner appointed by the President of the New South Wales Branch of the Australian Medical Association.

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

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

### **Separation from employment**

- 54.11** If the medical examination reveals that the staff member is unable to perform his or her duties and is unlikely to be able to resume them within twelve months, and a request pursuant to sub-clause 54.7 has not been received, the Vice-Chancellor may terminate the staff member's employment. In this case, the University will provide six months notice or pay in lieu thereof.
- 54.12** The University may, at its option, pay compensation in lieu of notice equal to the total amounts that the University would have been liable to pay to the staff member if the staff member's employment had continued until the end of the required period of notice. Prior to taking action to terminate the employment of a staff member, the Vice-Chancellor may offer the staff member the opportunity to submit a resignation. If a resignation is offered, the Vice-Chancellor will accept it immediately and will not proceed with action to terminate employment.
- 54.13** The Vice-Chancellor may construe a failure by a staff member to undergo a medical examination as prima facie evidence that a medical examination would have found the staff member unable to perform their duties and unlikely to be able to resume them within twelve months. In this case, the Vice-Chancellor may act in accordance with sub-clause 54.11. However, such a failure by a staff member in these circumstances will not constitute misconduct nor lead to any greater penalty or loss of entitlements than would have resulted from an adverse medical report.
- 54.14** These provisions will not displace or override any existing workers' compensation schemes or awards whether State or Federal, including WorkCover, or the provisions contained in any workers' compensation or relevant discrimination legislation that may be enacted.
- 54.15** Medical records shall be provided to the Director, Human Resources for appropriate confidential filing.

## **55 TERMINATION OF EMPLOYMENT**

- 55.1** Action by the University to terminate the employment of a staff member will be in accordance with the following relevant provisions of this Agreement:
- Clause 31 (Absence from duty)

- Clause 33 (Redundancy)
- Clause 45 (Probation)
- Clause 51 (Managing unsatisfactory performance)
- Clause 52 (Disciplinary action for misconduct)
- Clause 54 (Separation from employment on medical grounds)

## **55.2 Notice Periods**

**55.2.1** Where the Vice-Chancellor makes a decision to terminate the employment of a staff member in accordance with Clauses 51 or 52, notice or payment in lieu will be as provided in sub-clauses 55.2.2 to 55.2.5.

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

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

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

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

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

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

**SIGNATURES & SCHEDULES**

Signed for and on behalf of the  
**Community and Public Sector Union** .....

In the presence of .....

Dated .....

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

In the presence of .....

Dated .....

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

In the presence of .....

Dated .....

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

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

Classification	Step	Commencing salary per annum	2%	2%	2%	2%	2%	2%
			1 October 2006 per annum	1 May 2007 per annum	1 November 2007 per annum	1 May 2008 per annum	1 November 2008 per annum	1 May 2009 per annum
HEW1	s1011	31,787	32,423	33,071	33,733	34,407	35,095	35,797
	s1012	32,507	33,157	33,820	34,497	35,186	35,890	36,608
	s1013	33,232	33,896	34,574	35,266	35,971	36,690	37,424
HEW2	s1021	34,313	34,999	35,699	36,413	37,142	37,885	38,642
	s1022	35,037	35,737	36,452	37,181	37,925	38,683	39,457
	s1023	35,940	36,659	37,392	38,140	38,902	39,680	40,474
HEW3	s1031	36,120	36,842	37,579	38,330	39,097	39,879	40,676
	s1032	37,384	38,132	38,895	39,673	40,466	41,275	42,101
	s1033	38,649	39,422	40,211	41,015	41,835	42,672	43,525
	s1034	39,914	40,713	41,527	42,357	43,204	44,069	44,950
	s1035	41,178	42,002	42,842	43,698	44,572	45,464	46,373
HEW4	s1041	41,539	42,369	43,217	44,081	44,963	45,862	46,779
	s1042	42,261	43,106	43,968	44,848	45,744	46,659	47,593
	s1043	43,345	44,212	45,096	45,998	46,918	47,856	48,813
	s1044	44,430	45,319	46,225	47,150	48,093	49,054	50,035
HEW5	s1051	45,150	46,053	46,974	47,914	48,872	49,849	50,846
	s1052	46,234	47,159	48,102	49,064	50,045	51,046	52,067
	s1053	47,318	48,264	49,230	50,214	51,219	52,243	53,288
	s1054	48,763	49,738	50,733	51,747	52,782	53,838	54,915
	s1055	50,207	51,211	52,236	53,280	54,346	55,433	56,542
	s1056	51,652	52,685	53,739	54,813	55,910	57,028	58,168
HEW6	s1061	52,374	53,422	54,490	55,580	56,691	57,825	58,982
	s1062	53,820	54,896	55,994	57,114	58,256	59,422	60,610
	s1063	55,265	56,370	57,497	58,647	59,820	61,016	62,237
	s1064	56,708	57,842	58,999	60,179	61,382	62,610	63,862

Classification	Step	Commencing salary	2%	2%	2%	2%	2%	2%
			1 October 2006	1 May 2007	1 November 2007	1 May 2008	1 November 2008	1 May 2009
			per annum	per annum	per annum	per annum	per annum	per annum
<b>HEW7</b>	s1071	57,793	58,949	60,128	61,331	62,557	63,808	65,084
	s1072	59,237	60,421	61,630	62,862	64,120	65,402	66,710
	s1073	60,684	61,897	63,135	64,398	65,686	66,999	68,339
	s1074	62,127	63,369	64,637	65,930	67,248	68,593	69,965
	s1075	63,933	65,212	66,516	67,846	69,203	70,587	71,999
<b>HEW8</b>	s1081	65,017	66,318	67,644	68,997	70,377	71,784	73,220
	s1082	66,824	68,160	69,523	70,914	72,332	73,779	75,254
	s1083	68,630	70,003	71,403	72,831	74,287	75,773	77,288
	s1084	70,435	71,844	73,281	74,746	76,241	77,766	79,321
	s1085	72,241	73,686	75,160	76,663	78,196	79,760	81,356
	s1086	74,048	75,529	77,039	78,580	80,152	81,755	83,390
<b>HEW9</b>	s1091	75,854	77,371	78,919	80,497	82,107	83,749	85,424
	s1092	77,659	79,212	80,797	82,413	84,061	85,742	87,457
	s1093	79,466	81,055	82,676	84,329	86,016	87,736	89,491
<b>HEW10</b>	s1101	81,271	82,896	84,554	86,245	87,970	89,729	91,524

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

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

The rates of pay include a casual loading of 23%

Classification	Step	Commencing salary	2%	2%	2%	2%	2%	2%
			1 October 2006	1 May 2007	1 November 2007	1 May 2008	1 November 2008	1 May 2009
		per hour	per hour	per hour	per hour	per hour	per hour	per hour
HEW1	s1011	21.40	21.83	22.27	22.72	23.17	23.64	24.11
	s1012	21.90	22.34	22.78	23.23	23.70	24.17	24.66
	s1013	22.38	22.83	23.29	23.75	24.23	24.71	25.21
HEW2	s1021	23.10	23.57	24.04	24.52	25.02	25.52	26.03
	s1022	23.60	24.07	24.55	25.04	25.54	26.05	26.57
	s1023	24.21	24.69	25.18	25.69	26.20	26.73	27.26
HEW3	s1031	24.33	24.81	25.31	25.82	26.33	26.86	27.40
	s1032	25.18	25.69	26.20	26.72	27.25	27.80	28.36
	s1033	26.03	26.55	27.08	27.62	28.18	28.74	29.31
	s1034	26.89	27.42	27.97	28.53	29.10	29.68	30.27
	s1035	27.73	28.28	28.85	29.43	30.02	30.62	31.23
HEW4	s1041	27.98	28.54	29.11	29.69	30.28	30.89	31.51
	s1042	28.47	29.04	29.61	30.21	30.81	31.43	32.05
	s1043	29.20	29.78	30.37	30.98	31.60	32.23	32.88
	s1044	29.92	30.52	31.13	31.76	32.39	33.04	33.70
HEW5	s1051	30.40	31.01	31.64	32.27	32.92	33.57	34.25
	s1052	31.15	31.77	32.40	33.05	33.71	34.38	35.07
	s1053	31.87	32.51	33.16	33.82	34.50	35.19	35.89
	s1054	32.85	33.50	34.17	34.85	35.55	36.26	36.99
	s1055	33.82	34.50	35.18	35.88	36.60	37.33	38.08
	s1056	34.78	35.48	36.19	36.92	37.66	38.41	39.18
HEW6	s1061	35.28	35.98	36.70	37.43	38.18	38.95	39.72
	s1062	36.25	36.97	37.71	38.47	39.24	40.02	40.82
	s1063	37.22	37.97	38.72	39.50	40.29	41.10	41.92
	s1064	38.20	38.96	39.74	40.53	41.34	42.17	43.01

Classification	Step	Commencing salary	2%	2%	2%	2%	2%	2%
			1 October 2006	1 May 2007	1 November 2007	1 May 2008	1 November 2008	1 May 2009
		per hour	per hour	per hour	per hour	per hour	per hour	per hour
<b>HEW7</b>	s1071	38.92	39.70	40.50	41.31	42.13	42.98	43.84
	s1072	39.90	40.70	41.51	42.34	43.19	44.05	44.93
	s1073	40.87	41.69	42.52	43.37	44.24	45.12	46.03
	s1074	41.85	42.68	43.53	44.40	45.29	46.20	47.12
	s1075	43.05	43.92	44.80	45.70	46.61	47.54	48.49
<b>HEW8</b>	s1081	43.80	44.67	45.56	46.47	47.40	48.35	49.31
	s1082	45.00	45.90	46.82	47.76	48.72	49.69	50.68
	s1083	46.22	47.15	48.09	49.05	50.03	51.03	52.05
	s1084	47.45	48.39	49.36	50.34	51.35	52.38	53.42
	s1085	48.65	49.63	50.62	51.63	52.67	53.72	54.79
	s1086	49.87	50.87	51.89	52.92	53.98	55.06	56.16
<b>HEW9</b>	s1091	51.10	52.12	53.15	54.22	55.30	56.41	57.53
	s1092	52.30	53.35	54.42	55.51	56.62	57.75	58.90
	s1093	53.52	54.59	55.68	56.80	57.93	59.09	60.27
<b>HEW10</b>	s1101	54.73	55.83	56.95	58.09	59.25	60.43	61.64

## SCHEDULE 3: CLASSIFICATION DESCRIPTORS

### CLASSIFICATION DIMENSIONS

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

#### Dimension definition

##### Training level or qualification

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

##### Task level

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

##### Judgement, independence and problem solving

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

##### Level of supervision

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

##### Organisational knowledge

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

##### Typical activities

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

##### Occupational equivalent

Occupations typically falling within each classification level.

### TRAINING LEVEL OR QUALIFICATION

Within the Australian Qualifications Framework,

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

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

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

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

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

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

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

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

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

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

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

## TRAINING LEVEL OR QUALIFICATIONS

### Level descriptor

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

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

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

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

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

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

## **TASK LEVEL**

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

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

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

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

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

## LEVEL OF SUPERVISION

### Definitions

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

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

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

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

## LEVEL OF SUPERVISION

### Level descriptor

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

## **ORGANISATIONAL KNOWLEDGE**

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

## **TYPICAL ACTIVITIES**

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

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

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

In technical assistant positions:

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

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

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

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

4. In trades positions:

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

In technical positions:

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

In library technician positions:

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

In administrative positions:

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

5. In technical positions:

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

In library technician positions:

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

In administrative positions:

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

In professional positions and under professional supervision:

- work as part of a research team in a support role
  - provide a range of library services including bibliographic assistance, original cataloguing and reader education in library and reference services
  - provide counselling services.
6. In technical positions:
- manage a teaching or research laboratory or a field station
  - provide highly specialised technical services
  - set up complex experiments
  - design and construct complex or unusual equipment to general specifications
  - assist honours and postgraduate students with their laboratory requirements
  - install, repair, provide and demonstrate computer services in laboratories.
- In administrative positions:
- provide financial, policy and planning advice
  - service a range of administrative and academic committees, including preparation of agendas, papers, minutes and correspondence
  - monitor expenditure against budget in a school or small faculty.
- In professional positions:
- work as part of a research team
  - provide a range of library services, including bibliographic assistance, original cataloguing and reader education in library and reference services,
  - provide counselling services
  - undertake a range of computer programming tasks
  - provide documentation and assistance to computer users
  - analyse less complex user and system requirements.
7. In a library, combine specialist expertise and responsibility for managing library function:
- In student services, the training and supervision of other professional staff combined with policy development responsibilities which may include research and publication
- In technical manager positions, the management of teaching and research facilities for a department of school
- In research positions, acknowledged expertise in a specialised area or a combination of technical management and specialised research
- In administrative positions, provide less senior administrative support to relatively small and less complex faculties or equivalent.
8. Assist in the management of a large functional unit with a diverse or complex set of functions and significant resources; manage a function or development and implementations of a policy requiring a high degree of knowledge and sensitivity; management of a small and specialised unit where significant innovations, initiative and/or judgement are required; provide senior administrative support to schools and faculties of medium complexity, taking into account the size, budget, course structure, external activities and management practices within the faculty or equivalent unit.
9. Assist in the management of a large functional unit with a diverse or complex set of functions and significant resources; manage a function or development and implementation or a policy requiring a high degree of knowledge and sensitivity and the integration of internal and external requirements; manage a small and specialised unit where significant innovations, initiative and/or judgement are required; provide senior administrative support to the more complex schools and faculties, taking into account the size, budget, course structure, external activities and management practices within the faculty or equivalent unit.
10. Manage a large functional unit with a diverse or complex set of functions and significant resources; manage a more complex function or unit where significant innovations, initiative and/or judgement are required; provide senior administrative support to the most complex schools and faculties in large institutions, involving complex course structures, significant staff and financial

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

### **OCCUPATIONAL EQUIVALENT**

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

## SCHEDULE 4: ALLOWANCES

### 1 ON-CALL ALLOWANCE – DAILY RATE

Effective date	Monday to Friday* per day	Weekends and public holidays ** per day
from commencement of Agreement	\$11.90	\$16.80
from the pay period commencing on or after 1 October 2006	\$12.14	\$17.14
from the pay period commencing on or after 1 May 2007	\$12.38	\$17.48
from the pay period commencing on or after 1 November 2007	\$12.63	\$17.83
from the pay period commencing on or after 1 May 2008	\$12.88	\$18.19
from the pay period commencing on or after 1 November 2008	\$13.14	\$18.55
from the pay period commencing on or after 1 May 2009	\$13.40	\$18.92

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

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

### 2. MEAL ALLOWANCE DURING OVERTIME

2.1 Breakfast: \$11.93 (paid when the staff member is required to work at least two hours overtime prior to 8.00am)

2.2 Lunch: \$15.47 (paid when the staff member is required to work at least two hours overtime prior to 1.00pm and two hours after 1.00pm)

2.3 Dinner: \$28.16 (paid when the staff member is required to work at least two hours overtime after 5.00pm)

Note: The above meal allowances were calculated on the basis of the rate of \$21.10 payable by NSW Public Service.

### 3 FIRST AID ALLOWANCES

First Aid Officer	\$439 per annum
Occupational First Aid	\$626 per annum