PART A - OPERATION OF THE AGREEMENT

1 TITLE
This Agreement will be known as the University of Technology, Sydney Academic Staff Agreement 2010.

2 ARRANGEMENT

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3 DEFINITIONS

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

3.1 Use of singular and plural

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

3.2 ‘Academic Staff’ means staff who are employed under the provisions of this Agreement and are appointed to the Levels and salary rates as set out in Schedule 1 of this Agreement. The nature of work performed by academic staff is described in Schedule 3 of this Agreement.

3.3 ‘Act’ means the Fair Work Act 2009 (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.

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 ‘Dean’ means the head of the academic unit, usually a Faculty, and includes the Dean of the University Graduate School and Institute Directors.

3.7 ‘Deputy Vice-Chancellor’ means the person appointed as such to be a Deputy Vice-Chancellor of the University or equivalent position, and includes anyone fulfilling that role on a temporary basis, or any nominee of a Deputy Vice-Chancellor.

3.8 ‘Director, HRU’ means the person appointed as such to be the Director of the Human Resources Unit of the University or equivalent position, and includes anyone fulfilling that role on a temporary basis, or any nominee of the Director, HRU.

3.9 ‘FWA’ refers to Fair Work Australia.

3.10 ‘Medical certificate’ means a certificate issued by a person registered or licensed as a practicing health practitioner and the certificate is issued in respect of the area of practice in which the practitioner is registered or licensed.

3.11 ‘NES’ means the National Employment Standards.

3.12 ‘Parties’ to this Agreement means the University, its staff and the NTEU.

3.13 ‘Policy’ or ‘procedure’ means a University policy, directive, procedure or guideline, as appropriate under the University policy framework.

3.14 ‘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 cease offering or to vary the academic context of any course or subject or combination or mix of courses or subjects conducted on one or more campuses
(c) financial exigency within an organisational unit or cost centre; or
(d) changes in technology or work methods.

3.15 ‘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 not a person who is a barrister or solicitor in private practice.

3.16 ‘Senior Deputy Vice-Chancellor’ means the person appointed as such to be the Senior Deputy Vice-Chancellor of the University or equivalent position, and includes anyone fulfilling that role on a temporary basis, or any nominee of the Senior Deputy Vice-Chancellor.

3.17 ‘Staff member’ or ‘staff’ means one or more employees covered by this Agreement [refer to Clause 6, Application].

3.18 ‘Supervisor’ means a person or position so nominated for the purposes defined in this Agreement. 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 the supervisor’s supervisor.

3.19 ‘Union’ means the National Tertiary Education Industry Union.

3.20 ‘University’ or ‘UTS’ means the University of Technology, Sydney as the employer.

3.21 ‘Vice-Chancellor’ means the person appointed as such to be the Vice-Chancellor of the University or equivalent position, and includes anyone fulfilling that role on a temporary basis, or any nominee of the Vice-Chancellor.

3.22 ‘Week’s pay’ means the ordinary time rate of pay per week for the staff member concerned.
3.23 Any ‘year of service’ is deemed to be twelve months from the anniversary date of commencement.

4. OBJECTIVES OF AGREEMENT

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

The objectives of this Agreement are to:

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

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

5 RELATIONSHIP WITH AWARDS AND CERTIFIED AGREEMENTS

5.1 This Agreement comprehensively regulates the relationship between the University and those staff whose employment is subject to the Agreement. The National Employment Standards and this Agreement contain the minimum conditions of employment for staff covered by this Agreement.

5.2 This Agreement is made pursuant to Section 182 of the Fair Work Act 2009 (as amended) and rescinds and replaces the University of Technology Sydney Academic Staff Agreement 2006. This Agreement wholly displaces and operates to the exclusion of the Higher Education Industry (Academic Staff) Award 2010 and any other agreements that would otherwise apply to staff whose employment is regulated by the provisions of this Agreement.

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

6 APPLICATION

This agreement covers and is binding upon the University and academic staff, including research intensive academic staff, employed by the University classified at levels A to E in accordance with the Agreement.
This Agreement does not apply to staff who are currently employed by the University as Heads of School and above, (and to equivalent functional roles however named) to whom the University of Technology Certified Agreement (Senior Staff Group) 2007 or any successor Agreement applies. Staff who, prior to the approval of this Agreement, are employed in functional roles below Head of School and are covered by the University of Technology Certified Agreement (Senior Staff Group) 2007 will remain covered by that Agreement for the duration of their appointment to those roles. Future appointees to functional roles below Head of School or equivalent, however named, will be subject to this Agreement.

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

7 NO FURTHER CLAIMS

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

8 LENGTH OF THE AGREEMENT

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

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

9 AVAILABILITY OF AGREEMENT

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

10 INDIVIDUAL FLEXIBILITY ARRANGEMENTS

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

Purchased Leave

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

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

Annualisation of Salary

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

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

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

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

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

10.4 The University must ensure that the individual flexibility arrangement:

(a) is in writing; and

(b) includes the name of the University and employee; and

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

(d) includes details of:

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

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

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

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

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

10.6 The University or employee may terminate the individual flexibility arrangement:

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

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

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

10.8 The University will provide a copy of an employee’s flexibility arrangement made under this clause to a Union, upon the written request of the employee.

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

11.1 This Agreement acknowledges that staff have the right to choose to be a member of, and be represented by, a union. It is recognised that unions are a legitimate representative of staff.

11.2 New staff will be provided with information on how to access the union web site.

11.3 A staff member appointed as a union representative may undertake representations to the University on behalf of members and will be allowed reasonable paid time to do this consistent with the operational needs of the staff member's work unit.

11.4 Unions may hold meetings of members on the premises of the University provided that adequate notice has been given to the Director, HRU of the intention to hold a formal meeting.

11.5 Unless otherwise agreed with the University, general meetings of union members will be held during meal breaks or other work breaks.

11.6 Staff may be granted up to five days leave per year to attend union training or conferences.

11.7 The University will recognise and respect the right of entry provisions of the Fair Work Act, 2009.

11.8 Upon the written request of a staff member, the University will deduct union membership fees from the staff member's salary. This arrangement may be terminated by either the staff member or the union by 2 weeks written notice to the University.

12 RESOLVING DISPUTES

Principles

12.1 The parties to this Agreement have an interest in its proper application, and in minimising and settling disputes about matters in this Agreement in a timely manner.

12.2 An industrial dispute, including but not limited to, the interpretation, application or operation of a provision of this Agreement or the National Employment Standards, will be resolved using the procedures set out in this Clause. Any of the parties may initiate a dispute in accordance with the procedures set out in this clause.

12.3 At any stage during the dispute resolution process, a staff member may choose to be represented by the union.

Procedures

12.4 Where an industrial dispute arises under this Clause, the affected staff member(s) or their union representative will provide the Director, HRU or nominee with written notice of the dispute. The written notice will set out the particulars of the dispute in sufficient detail to enable proper consideration and understanding of the matter in dispute. The parties to the dispute must meet and attempt to resolve the matter within five working days of receipt of the written notice or as soon as possible thereafter.

12.5 Where the parties to a dispute, which is not settled under sub-clause 12.4, believe it would be beneficial to have further discussion, at least one further meeting will be held to attempt to resolve the matter.

12.6 Where the dispute is not resolved by the processes referred to above, a party to the dispute may refer the matter to FWA for resolution by mediation and/or conciliation and, if the dispute remains unresolved, by arbitration. In dealing with the dispute FWA may exercise
any of its powers available to it under the Act. During this process the staff member and the University may be represented, where requested, by a person or organisation of their choice.

12.7 Subject to any legal right of appeal or review which might exist, (which in the case of FWA, shall include the right to appeal to a Full Bench of FWA) the resolution of the dispute shall be binding on the parties to the dispute.

12.8 Except where an occupational hazard exists until the procedures in sub-clauses 12.4 to 12.6 have been exhausted:

(a) work shall continue in the normal manner
(b) no industrial action shall be taken by the University or the staff
(c) the parties to the dispute shall not take any other action likely to exacerbate the dispute.

13 HUMAN RESOURCES POLICIES, PROCEDURES AND GUIDELINES

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

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

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

- two staff members nominated by the Branch President of the NTEU
- two staff members elected by and from all staff covered by this Agreement.

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

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

14 PRINCIPLES OF CONSULTATION AT UTS

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

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

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

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

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

15 JOB SECURITY

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

15.2 Job security is supported by:

a) the University seeking to at least maintain the overall size of its workforce; and

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

16 MANAGING CHANGE IN THE WORKPLACE

Principles

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

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

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

16.4 The process described in this Clause applies to changes that could reasonably be expected to have a significant effect on staff. Significant effects may arise with, but are not limited to:
the need to transfer staff to other work locations, such as from one campus to another
(a) a reduction in the number of positions that is likely to lead to retrenchments
(b) outsourcing of existing services
(c) 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
(d) major changes to the academic year pattern at UTS where these are likely to give rise to reductions in staffing or major changes to workloads
(e) significant changes to student numbers where these are likely to give rise to reductions in staffing or major changes to workloads.
(f) Consultation
16.5 When a proposal for change of the nature described in sub-clause 16.4 is identified, the University will initiate a consultative process with all affected staff and the union about the need for the change. Such consultation will be initiated in a timely manner prior to any final decision being made, and will involve one or more meeting(s) to which affected staff will be invited to allow discussion of issues. The University will provide relevant information and documentation to the affected staff as part of the consultation process. Consultation will occur with all relevant staff and the union, covering:

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

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

17 SALARY INCREASES AND RATES OF PAY

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

Salary increases

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

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

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

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

Rates of pay

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

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

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

17.5 Any Level A who is required to carry out full subject coordination duties as part of his/her normal duties or who on appointment holds or during appointment gains a relevant doctoral qualification will be paid salary no less than Step 3 on the Level A salary scale.

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

18 SUPERANNUATION

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.
19 **PROMOTION AND PROGRESSION**

19.1 **Promotion**

Eligible staff may apply for promotion in accordance with the University promotion guidelines.

19.2 **Progression from Level A to Level B**

19.2.1 Level A is the career entry level for academic staff and there is an expectation that most staff appointed at Level A will progress to Level B. The process outlined in this Clause has been developed to facilitate career development and progression of Level A staff and replaces promotion from Level A to Level B.

**Eligibility and Criteria**

19.2.2 Staff at Level A with at least one year of continuous service at Level A at UTS will be eligible to apply for progression to Level B.

19.2.3 Staff at Level A who meet the eligibility criteria may apply at any time for progression from Level A to Level B. Applications will address criteria for progression to Level B set out in University guidelines. The criteria for progression will be consistent with the Minimum Standard for Academic Level for Level B as set out in **Schedule 3**.

20 **INCREMENTAL PROGRESSION**

**Principles**

20.1 On completion of each twelve months of satisfactory service, continuing and fixed-term staff members not on the maximum salary point for their classification will automatically receive an incremental progression to the next salary step within the classification.

20.2 Any period of leave without pay will not be counted as service for the purpose of determining the date at which the next increment is due.

20.3 An increment may only be withheld, where the Senior Deputy Vice-Chancellor recommends to the Vice-Chancellor that disciplinary action be taken in relation to unsatisfactory performance under sub-clause 48.9, in which case payment of the increment will be suspended pending a final decision.

20.4 If the decision under sub-clause 20.3 confirms that the increment is to be paid, it will be paid from the staff member's incremental date and back-dated if necessary.

21 **FLEXIBLE SALARY PACKAGING**

21.1 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.

21.2 Where an agreement is reached between a staff member and the University in accordance with sub-clause 21.1, 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.
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 of paid leave entitlements.

22  PUBLIC HOLIDAYS

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

22.2 A staff member who agrees to work on a public holiday shall be entitled to an alternative day off at a time agreed between the staff member and her/his supervisor.

23  ANNUAL LEAVE

Principles

Staff are encouraged to take annual leave to promote health and well-being. It is expected that, as part of the work planning process, staff will plan with their supervisor to take annual leave each year. 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 staff member may accumulate up to 40 days annual leave (pro-rata in the case of part-time staff) without being required to take annual leave.

23.3 A staff member whose accrued annual leave entitlement exceeds 40 days (pro-rata in the case of part-time staff) may be given 6 months notice, in writing, by his/her supervisor to take annual leave. The supervisor’s direction will specify the commencement and end dates of such leave which will be for a period of at least 10 working days and will reduce the staff member’s accumulated leave to less than 40 days on the staff member’s return to work. The staff member will be provided with the opportunity to propose alternative dates for the leave, provided that the total period of leave is no less 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.
23.5 Subject to approval by the Dean or Director, a staff member who has accrued more than 30 days annual leave may apply to cash out up to 10 days of their annual entitlement as follows:

(a) leave may be cashed out only if the staff member takes an amount of annual leave equal to or greater than that cashed out; and

(b) an election to cash out leave must be in writing and specify the dates when leave is being taken and the amount of leave to be cashed out.

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

24 CHRISTMAS – NEW YEAR LEAVE

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

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

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 consecutive days of sick leave, or under circumstances set out in sub-clause 25.8.

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 clause 26).

25.4 Fixed-term research staff will have their sick leave accruals carried over from previous fixed-term research appointments at UTS, except where the period of a break between appointments is six months or more.

Sickness during annual and long service leave

25.5 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

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

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

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

25.7 SLWOP does not count as service for determining eligibility for a Professional Experience Program.

Management of sick leave

25.8 The Director, HRU may require a staff member who has a pattern of recurring absences on sick leave, which may be for periods of four days or less, to provide a medical certificate for all future absences on sick leave from the date of notification, regardless of duration. The requirement to provide a medical certificate under this clause may be for up to six (6) months.

Special sick leave

25.9 Up to 20 days paid special sick leave may be granted by the Director, HRU 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

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

Entitlement

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

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, HRU.

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 University may grant the leave having regard to operational requirements and any matters raised by the staff member. Where leave cannot be granted on the basis of the original request, an acceptable alternative time for the taking of long service leave will be agreed between the staff member and the supervisor.

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 four months or more will break continuity of service. Casual staff who are eligible for long service leave will be entitled to take their leave on the average rate of pay earned by the casual in the five years preceding the date on which long service leave is to commence.

Effect of leave without pay

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 determining eligibility for long service leave (ie calculating ten years service).

Pro-rata long service leave

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

(a) upon termination of employment for any reason other than misconduct (eg death, medical retirement or redundancy)
(b) upon resignation on account of illness, incapacity or domestic or other pressing necessity, or
(c) upon retirement at or after age 60 or at such retirement age in accordance with the provisions of the relevant superannuation scheme.

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

Recognition of prior service with another institution

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.

27.9 Subject to approval by the Dean or Director, a staff member who has accrued long service leave may apply to cash out 10 days or more long service leave as follows:
(a) leave may be cashed out only if the staff member takes an amount of long service leave equal to or greater than that cashed out; and
(b) an election to cash out leave must be in writing and specify the dates when leave is being taken and the amount of leave to be cashed out.

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

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, may apply for positions advertised within the University and for promotion.

28.4 Periods of leave without pay will not count as service for the purpose of determining entitlements (subject to sub-clause 27.4 which outlines the effects of leave without pay on long service leave), probation, and eligibility for a Professional Experience Program.

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 29.17 - 29.19.

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 placement 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 which may be taken as a further continuous period of leave on full or half pay or structured leave for phased return to work or a combination of continuous leave and phased return to work. All or part of the equivalent value of this leave (calculated at the salary rate applicable at the date of return from parental leave) may be used for professional and career development projects.

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 parental leave must not extend beyond the child's second birthday or 104 weeks from the placement of the child and must not overlap with any period of leave (other than paid partner’s leave) as specified in the relevant statutory declaration.

Cessation of pregnancy

29.9 In the event of a still birth, the staff member will be entitled to 20 days paid parental leave from the date of the birth. The staff member may access their personal, sick, annual, long service and/or leave without pay, as appropriate, for a further period as a registered medical practitioner certifies as necessary.

29.10 In the event of a miscarriage, the staff member may access their personal, sick, annual, long service leave and/or leave without pay, as appropriate, for such period as a registered medical practitioner certifies as necessary.

Pregnancy-related Illness

29.11 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

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

Foster parents leave

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

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

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

29.15 Clause 16 [Managing Change in the Workplace] and 51 [Redundancy] will apply to the staff member absent on parental leave in the same manner as if the staff member were not absent.

29.16 A staff member returning from parental leave may request flexible work arrangements in the form of, for example, a different mode of employment (refer to clause 39). The University and the staff member may agree to a period of redeployment to a suitable position to enable the staff member to access flexible work arrangements. Such flexible work arrangements may apply until the staff member’s child reaches school age. The University may refuse the request only on reasonable business grounds and the reasons for refusal must be provided in writing.

Unpaid Parental leave for casual staff

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

(a) who, immediately prior to the proposed date of commencement of the parental leave, was employed by the University for a period of at least twelve months on a regular and systematic basis for several periods of employment or on a regular and systematic basis for a continuous period, and

(b) who has, but for the pregnancy or the decision to adopt, a reasonable expectation of further employment.

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

(a) the staff member or staff member’s spouse is pregnant; or

(b) the staff member is or has been immediately absent on parental leave.

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

29.20 The rights of the University in relation to engagement and re-engagement of casual staff are not affected, other than in accordance with the sub-clauses 29.17 - 29.19.

30 COMMUNITY LEAVE

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

(a) Jury service; attendance as a witness for the Crown or as a witness for proceedings in FWA or other relevant court or tribunal.
Paid leave is available for the duration of Jury service and/or period required as a witness. Staff must provide evidence of the necessity to attend and any payment received for jury service must be paid to the University.

(b) Volunteer emergency services as a member of a voluntary service organisation

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

(c) Blood Donation

(d) Military Service

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

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

The University provides one day’s paid leave to Indigenous Australian staff to participate in NAIDOC Day. Staff who, because of travel requirements require more leave to participate in NAIDOC Day activities, may also be granted Personal Leave in accordance with sub-clause 26.3 [Personal Leave].

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

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

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.
PART D - PERFORMANCE AND DEVELOPMENT

32 SUPERVISION AND PERFORMANCE AND DEVELOPMENT

Supervision

32.1 Each staff member will have a nominated academic "supervisor", and will be advised in writing of the name and/or position of the nominated supervisor.

Principles

32.2 Supervisors have a range of responsibilities, including those in relation to Performance and Development, Probation reviews, consulting with staff on their workload allocations, addressing performance issues and for the approval of leave in accordance with Part C. Supervisors also 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.

32.3 The supervisor will be determined by the Dean and will normally be at Level C or above in designated academic leadership roles within the staff member's academic unit. Wherever possible, the supervisor will be competent in the area(s) of expertise of the staff member for whom they are responsible. In exceptional circumstances, or where requested in writing by the staff member, the Deputy Vice-Chancellor may appoint an alternative supervisor.

Planning and Review for Performance and Development

32.4 Planning and review for performance and development is intended to be a positive process that balances the professional and career development needs of each academic and the operational needs and strategic directions of the University.

32.5 The planning and review process is a process of collegial engagement and discussion that will result in an annual workload allocation that is consistent with the workload allocation policy of the academic unit. It also provides a mechanism through which the staff member will receive constructive and regular feedback on their performance and development.

32.6 Supervisors and the staff they supervise will meet at least annually for the planning and review process. The planning and review process will encompass all aspects of a staff member's work, including their professional contribution to the community. The process should identify any developmental needs and support that the staff member may require.

32.7 The supervisor and staff member will jointly prepare a planning and review report which will document performance feedback and plans, including staff development plans, annual and other leave plans. The supervisor will ensure that the staff member develops an appropriate and reasonable plan consistent with available resources.

33 COMMITMENT TO STAFF DEVELOPMENT

33.1 The University is committed to the ongoing skills and career development of its staff. It will provide resources for a diversity of learning and development opportunities designed to:

(a) assist new members of staff to orient themselves to the University environment, and develop the necessary skills for their role

(b) appropriately develop staff at all levels in relation to teaching and learning, research, contribution to the University and general skills development

(c) appropriately develop academic supervisors to facilitate the fulfilment of their responsibilities
(d) assist staff and supervisors to work collaboratively in a changing workplace environment and to deal effectively with employee relations issues and grievances as they emerge
(e) promote academic leadership and management skills, and
(f) support the University’s commitment to diversity and equal opportunity.

33.2 Learning and development opportunities may include:
(a) individual support via annual planning and review for performance and development processes;
(b) a staff development program for new staff at Level A and Level B;
(c) continuing assistance and services to facilitate the evaluation and quality of teaching;
(d) Professional Experience Program;
(e) development activities for research supervisors;
(f) research mentoring;
(g) specific proposals for academic career development for casual staff;
(h) information sessions and training in relevant University policies and procedures.

34 STAFF DEVELOPMENT FOR NEW STAFF

34.1 New staff appointed to continuing positions or to fixed-term contract positions of two years duration or greater at Level A or Level B will undertake a formalised staff development program tailored to the needs of the staff member.

34.2 Staff involved in the two-year program will receive a teaching load reduced to approximately 75% of the normal load for their Faculty. Research only staff will receive an equivalent workload reduction based on the relevant Faculty workload policy. The program will not involve more time than the 25% reduction in load.

34.3 Staff undertaking a formalised staff development program are expected to complete all components of the program, both compulsory and elective, within the two-year period allocated. Teaching load will be restored to the normal load for the Faculty at the conclusion of this period.

35 PROBATION

35.1 The provisions of this Clause apply to continuing or fixed-term staff members. Casual staff are excluded from the application of this Clause.

35.2 On commencement of employment, a staff member may be subject to a period of probation appropriate to the nature of the work being undertaken. If an assessment of performance cannot be made due to the staff member’s extended absence on approved leave from the University (for example, leave without pay, sick leave, parental leave) then the end date for the probation period may be adjusted by the Director, HRU to provide the staff member with a total period of probation equivalent to that initially contemplated.

35.3 All probationary staff will participate with their supervisor in a process of planning, review and development to assist them to meet the requirements for continuing appointment. To ensure that each staff member is able to contribute effectively to the University, staff must demonstrate that they meet the criteria for probation (consistent with the level and type of appointment) in order to satisfy probationary requirements.
35.4 Through the probationary period, 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.

35.5 **Period of probation – continuing appointments**

35.5.1 Staff commencing employment at UTS on continuing appointments will be appointed with a probationary period of up to three years.

35.5.2 The University may confirm a continuing appointment or terminate the employment of a staff member provided that at least half of the probation period has been served.

35.6 **Period of probation – fixed-term appointments**

35.6.1 A period of probation will apply to staff employed on their first fixed-term appointment. 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.

35.6.2 A period of probation of a maximum of one-quarter of the period of appointment (or one year, whichever is the lesser) may apply to staff employed on their first fixed-term appointment. The period of probation to apply to each appointment should be determined having regard to the period of fixed-term employment and the nature of the work.

35.6.3 The University may at any time during the probationary period and in accordance with the procedures set out in this Clause, offer to continue the fixed-term appointment without completing the probationary period or terminate the employment of a staff member.

35.7 **Formal review and subsequent action – continuing and fixed-term appointments**

35.7.1 At the time of the formal review, the staff member will be expected to submit to their supervisor copies of student evaluations of teaching undertaken since appointment. The review will include discussion on progress against agreed expectations and development activities. The supervisor will be required to indicate if there are problems, which may potentially affect the continuation of the staff member’s appointment.

35.8 **Formal Review – continuing appointments**

35.8.1 A formal review of performance will normally occur six months before the end of the probation period unless the review is brought forward because:

(a) the staff member is not meeting agreed expectations; or
(b) in exceptional circumstances and where performance warrants, so that a decision to continue the staff member’s appointment can be made before the completion of the full probationary period.

35.8.2 The supervisor will prepare a report on the formal review which will recommend either:

(a) the continuation of the staff member’s appointment; or
(b) termination of appointment.

35.8.3 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 report and will be given reasonable opportunity to provide a response in writing. The supervisor’s recommendation together with any response from the staff member will be forwarded to the Dean.

35.8.4 If the Dean’s decision is to endorse a recommendation that a continuing appointment be granted, the recommendation will be submitted to the Deputy Vice-Chancellor for final consideration and approval.
Should the Dean disagree with the supervisor’s recommendation for continuing appointment, or should the Dean endorse a recommendation for termination, this recommendation will be submitted, through the Director, HRU to a Review Committee. At this time the Dean will advise the staff member in writing of his/her decision and will provide a copy of any submission forwarded to the Review Committee.

**35.9 Probation Review Committee**

**35.9.1** Membership will comprise:

(a) the Deputy Vice-Chancellor or nominee (Chair)
(b) the Director, HRU (or nominee)
(c) a continuing staff member in a cognate discipline (nominated by the Vice-Chancellor)
(d) a continuing staff member from another UTS Faculty who is of the same or higher classification as the person on probation (nominated by the Vice-Chancellor); and
(e) a staff member nominated by the NTEU UTS Branch President.

**35.9.2** The staff member, supervisor and Dean may make submissions to the Committee and the staff member may choose to be represented by a representative.

**35.9.3** The Committee will make a recommendation to the Vice-Chancellor regarding continuing appointment or termination of probation.

**35.10 Formal review – fixed-term staff**

**35.10.1** A formal review of performance will normally occur at least four weeks before the end of the probation period unless the review is brought forward because:

(a) the staff member is not meeting agreed expectations; or
(b) in exceptional circumstances and where performance warrants, so that a decision to continue the staff member’s fixed-term appointment can be made before the completion of the full probationary period.

**35.10.2** At the time of the formal review, the staff member will be expected to submit to their supervisor copies of student evaluations of teaching undertaken since appointment. The review will include discussion on progress against agreed expectations and development activities. The supervisor will be required to indicate if there are problems, which may potentially affect the granting of continuing appointment.

**35.10.3** The supervisor will prepare a report on the formal review which will recommend either

(a) the continuation of the staff member’s fixed-term appointment; or
(b) termination of appointment.

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 report and will be given reasonable opportunity to provide a response in writing. The supervisor’s recommendation together with any response from the staff member will be forwarded to the Dean who will review the recommendation. The Dean will forward the recommendation for final decision by the Deputy Vice-Chancellor.

**35.11 Notice**

**35.11.1** If termination of a probationary staff member is approved, the staff member will receive, in the case of fixed-term appointments four weeks notice and in the case of continuing appointments six months notice of termination. At the University’s discretion payment may be made in lieu of notice, effective from the date of the written advice of the decision.
ACADEMIC WORKLOAD ALLOCATION

36.1 The objective of this clause is to provide a framework for ensuring that academic workloads are equitable, transparent, and manageable. This clause does not apply to the allocation of workloads for casual staff.

36.2 The Dean (or equivalent) is responsible for the development and review of academic workload guidelines within the Faculty. Academic workload guidelines will be developed and/or reviewed through an open, transparent and consultative process in which all full-time, part-time and sessional academic staff of the Faculty have the opportunity to participate and comment on proposed workload guidelines. Workload guidelines may include any weighting formulae relevant to workload allocation within the Faculty.

36.3 Workload guidelines will be provided to the Senior Deputy Vice-Chancellor who may require that the Dean revise them to ensure that they are consistent with this clause and/or the strategic objectives of the University.

36.4 Following approval of the workload guidelines by the Senior Deputy Vice-Chancellor, copies will be made available to all staff to whom the guidelines apply.

Principles of assigning academic workloads

36.5 Academic staff shall be consulted on workload which will be allocated fairly and equitably. To achieve this end, and to monitor workloads of academic staff generally within the academic unit in which they work, workloads will be assigned in accordance with the principles for allocating workloads set out in sub-clause 36.7 and the Faculty workload guidelines.

36.6 Academic workload will normally embrace the full range of academic responsibilities which may include, but is not limited to, teaching and teaching-related activities, subject and/or course co-ordination, educational development, research, scholarship, research degree supervision, UTS consulting, CPE, entrepreneurial activities, University service to the community, leadership and administration (exceptions include academic staff employed on a casual, sessional or research only basis).

36.7 Workload will be allocated in accordance with the following principles:

(a) total workload allocated to each staff member in a Faculty (or equivalent) will be broadly equivalent

(b) an academic staff member’s workload should reflect their stage of career development, recognising that the emphasis between the different areas of academic work may shift during a staff member’s career at UTS. At various times during a staff member’s career, workload may be allocated to give particular emphasis to teaching, to research, to other activities or to allow a balance across these three areas.

(c) the allocation and recognition of academic workloads shall reflect the range of career paths of academic staff and support the strategic directions of the University

(d) the maximum teaching requirement will be stated within the Faculty workload guidelines. This should reflect the following:

(i) different modes of delivery and assessment

(ii) preparation for teaching, curriculum development and the development of course materials

(iii) the number of students taught.

(e) the appropriate mix of activities will be determined through consultation between the supervisor and the staff member and will recognise opportunities for staff to participate in, develop and balance their expertise in areas of academic activity
individual workloads and the mix of activities and responsibilities may vary from semester to semester, but will balance out over time

staff who teach on weekends or public holidays will take the equivalent period of time off at a time agreed between the staff member and their supervisor

a staff member will not experience an increase in annual workload in relation to teaching by reason of teaching in summer session. The teaching load undertaken in summer session will be balanced by an equivalent continuous teaching-free period the duration of which will be determined on the basis of the method of delivery of the same or similar subject in an orthodox semester. This teaching-free period is provided to permit the staff member to take annual leave and to pursue research, scholarship, and the advancement of knowledge and to make other contributions to the University and the community. A staff member will not be scheduled to teach in summer session for more than two consecutive years without the agreement of the staff member

the personal and family and carer’s responsibilities of staff where these have been disclosed to the supervisor will, wherever possible, be taken into consideration in determining workload schedules

the annual and other leave plans of staff as set out in the planning and review report will be taken into consideration in allocating workload

a staff member required to travel for eight hours or more to work offshore will be entitled to 24 hours free of allocated duties prior to travel and 24 hours free of allocated duties upon his/her return. These arrangements also apply to a staff member who agrees to teach offshore where the teaching is above their normal workload. These arrangements do not apply when a staff member elects to attend conferences or undertake other activities of their own volition, that is not at the direction of the University

a staff member will not be required to:

- teach after 9.30pm on week days without agreement with the staff member
- teach on more than two evenings on a weekly basis during any semester
- teach for longer than four hours without a break of at least 30 minutes, and for no longer than seven hours in one day
- commence teaching within ten hours of the conclusion of a teaching session conducted on the previous day.

Nothing in this sub-clause prevents a staff member from teaching outside the parameters specified if agreed between the staff member and supervisor.

36.8 Staff will be consulted on their workload allocation by their supervisor as part of the planning and review and workplanning processes [refer Clause 32, Supervision and Performance Development] in accordance with the principles expressed in this Clause and their Faculty workload guidelines.

36.9 An academic staff member’s allocated workload will be such that it can be undertaken within an average of 35 hours per week (pro-rata for part-time and sessional staff). The normal pattern of academic workload is 40% teaching, 40% research and 20% other activities. The majority of continuing and fixed-term academic staff will be engaged on the normal workload pattern. The current teaching norm is based upon a model of two main teaching periods that equate to 28 teaching weeks per year, although it is recognised other models may apply across the University.

36.10 Staff will not be required to work more than 1610 hours per year (pro-rata for part-time and sessional staff), which allows for 140 hours of annual leave to be taken each year and for University/ public holidays. Workload will be adjusted to take into account of any additional or lesser amount of annual leave and/or for any long service leave planned to be taken each year. Where, prior to the approval of this Agreement, the basis for calculating an academic's
workload is greater or less than 35 hours per week (on average), the Faculty will implement a transitional process so that by January 2012 35 hours per week (on average) is the basis for calculating all academic staff workloads at UTS.

36.11 Staff with concerns about their workload allocation should first approach their supervisor. Staff with unresolved workload allocation issues should be referred to the Dean for resolution. If the staff member’s concerns are not resolved, the staff member may seek to resolve them using the disputes resolution process in this Agreement.

36.12 Review of Workload Policies

36.12.1 Within six months of the approval of this Agreement the University will establish a Workload Policy Review Committee. The Workload Policy Review Committee will meet twice-yearly to ensure that Faculty workload policies comply with this clause.

36.12.2 The Workload Policy Review Committee will comprise the following:

- The Senior Deputy Vice-Chancellor or nominee
- Two academic staff nominated by the Senior Deputy Vice-Chancellor
- Three academic staff nominated by the NTEU.

36.12.3 The Workload Policy Review Committee will be responsible for reviewing and approving proposed Faculty workload guidelines to ensure these are consistent with this clause. If the Workload Policy Review Committee is unable to reach agreement on the proposed Faculty workload guidelines, then the guidelines will be referred to the Senior Deputy Vice-Chancellor for determination.

36.12.4 Prior to making a determination under sub-clause 36.12.3 above, the Senior Deputy Vice-Chancellor will seek advice from the relevant Dean and invite submissions from interested staff within the relevant Faculty.

37 PROFESSIONAL EXPERIENCE PROGRAM (PEP)

Principles

37.1 PEP is a period of paid release from normal duties granted to provide staff with the means of undertaking a structured program in order to benefit their work and thus the University in meeting its objectives. Work towards completion of a relevant doctoral qualification is an appropriate purpose for PEP.

Eligibility

37.2 All full-time, part-time and sessional staff and fixed-term staff appointed in excess of three years are eligible to apply for PEP. Eligibility becomes effective when the staff member has completed three years service on 1 January or 1 July prior to the proposed commencement date of the PEP. Part-time and sessional staff will accrue eligibility for PEP on a pro-rata basis.

37.3 Full-time and part-time continuous service (at Level A and above) at another Australian university will be counted towards initial eligibility to apply for PEP. 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.

37.4 The length of the minimum period of qualification for eligibility for a second and subsequent PEP will be proportionate to the length of PEP applied for:

<table>
<thead>
<tr>
<th>Period of PEP applied for</th>
<th>Minimum service qualifying period</th>
</tr>
</thead>
<tbody>
<tr>
<td>13-14 weeks</td>
<td>two years</td>
</tr>
</tbody>
</table>
### Period of PEP applied for

<table>
<thead>
<tr>
<th>Period of PEP applied for</th>
<th>Minimum service qualifying period</th>
</tr>
</thead>
<tbody>
<tr>
<td>15-18 weeks</td>
<td>two and a half years</td>
</tr>
<tr>
<td>19-26 weeks</td>
<td>three years</td>
</tr>
</tbody>
</table>

For PEP in excess of 26 weeks the minimum qualifying period will be calculated on the basis of 3.6 weeks for each six month period.

Part-time staff will accrue eligibility for PEP on a pro-rata basis.

#### 37.5 Duration of PEP

A normal PEP period consists of 26 consecutive weeks.

### Travel allowance

37.6 At any time, a staff member may make application for payment of a travel allowance, as prescribed by the University. Payment of a travel allowance is not automatic but is dependent upon the applicant demonstrating that they will incur travel and associated expenses amounting to at least the amount of the allowance.

### Obligations

37.7 It is a condition of acceptance of the grant of PEP that the staff member is able to serve at the University for at least six months after the completion of PEP.

37.8 Upon return from a period of PEP the staff member will submit a PEP report.

### 38 EVALUATION OF TEACHING

#### Principles

38.1 Effective teaching plays a critical role in the quality of the learning outcome of students. Teaching effectiveness is context dependent and multidimensional and must be considered in that light.

38.2 Teaching evaluations provide feedback which can be used for developmental purposes and for the improvement of the quality of teaching and learning. Teaching evaluations are also a source of evidence of teaching performance that inform decisions on probation and promotion.

38.3 The information that teaching evaluations provide about the individual performance of staff is, therefore, sensitive and access to it must be restricted to those concerned with the processes identified in sub-clause 38.2. Access will be determined in accordance with each academic unit’s policy on the use of teaching evaluations. Such policies will be developed in an open and collegial manner.

38.4 All fixed-term and continuing staff will be required to undertake regular evaluation of their teaching, including research supervision as appropriate. The University may require casual staff to undertake evaluation of their teaching and, if so, the casual staff member’s supervisor will discuss the teaching evaluation outcomes with the casual staff member.

38.5 As part of the probation process, staff will be required to undertake student evaluations of their teaching for all of their major teaching duties in each teaching session, and to provide copies of such teaching evaluations as required in Clause 35 [Probation]. All other staff are required to undertake at least one student evaluation of their major teaching duties and research supervision activity, for each teaching session.
38.6 Nothing in this Clause prevents the staff member from disclosing their own teaching evaluation results to other parties.
PART E - GENERAL CONDITIONS

39 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.

39.1 Full-time employment

Full-time employment means all employment other than part-time. A staff member may be employed full-time on either a continuing or fixed-term basis in accordance with Clause 40 (Categories of Appointment).

39.2 Part-time employment

39.2.1 Part-time employment means employment for less than the normal weekly ordinary hours specified for a full-time staff member for which all entitlements are paid on a pro-rata basis calculated by reference to the time worked.

39.2.2 The minimum proportion of full-time applicable to a part-time appointment is 0.2 of a full-time appointment.

39.2.3 A staff member may be employed part-time on either a continuing or fixed-term basis in accordance with Clause 40 [Categories of Appointment].

39.2.4 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.

39.3 Sessional Employment

39.3.1 Sessional employment means employment for a specified period during the year, which is normally related to a teaching session as set out in the University calendar. It means employment for a fixed period in the year which is less than 52 weeks.

39.3.2 Appointment to a sessional position will be made on a continuing or fixed-term basis in accordance with Clause 40 [Categories of Appointment] and will be made in accordance with the provisions of this Agreement and relevant university policies.

39.3.3 The contract of employment will specify the length of the contract (if fixed-term), the nature of the duties to be performed, the period during the year to be worked and proportion of full-time during the period. In accordance with Clause 35, the contract may specify a reasonable probationary period that is directly related to the nature of the work to be carried out.

39.3.4 Staff employed on a sessional basis will receive the salary and non-salary conditions of a full-time appointment calculated on a pro-rata basis. This includes, but is not limited to:

- incremental progression
- all forms of leave (on a pro-rata basis)
- workload allocation in accordance with the Faculty workload policy
- participation in performance review and development
- eligibility for progression from Associate Lecturer to Lecturer, and for Promotion
- eligibility for PEP
- superannuation (in accordance with Clause 18), depending on whether the sessional academic staff member is employed on a fixed-term or continuing basis
- severance or redundancy provisions, depending on whether the sessional academic staff member is employed on a fixed-term or continuing basis.
39.3.5 Staff employed on a sessional basis will not necessarily be required to perform the full range of academic responsibilities. Workload will be determined in accordance with Clause 36 [Academic Workloads].

40 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 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.

Nothing in this Clause shall limit the number or proportion of staff that UTS may employ in a particular type of appointment.

A staff member employed on a continuing or fixed-term basis may be employed in a full-time, part-time or sessional capacity.

40.1 Continuing appointment

40.1.1 A continuing appointment is made for an indefinite period. A continuing appointment would be made where the nature of the work is on-going.

40.2 Fixed-term appointment

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

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

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

(a) to work on a specific task or project where a definable work activity has a starting time and which is expected to be completed within an anticipated timeframe;

(b) to perform work that is externally funded, where the funds are not part of the operating grant or from fees paid on behalf of or by students;

(c) to work in a research only role for a term of up to five years;

(d) to work in a new organisational area, function or program where the prospective need or demand for which is uncertain or unascertainable at the time of establishment of the new area, function or program, in which case fixed term employment may be offered for up to three years;

(e) to work in an academic unit where there is a sudden unanticipated increase in enrolments in which case fixed term employment may be used for up to three years;

(f) to work in an area that is performing one or more functions or teaching one or more programs which will cease within a reasonably certain time. Where part or all of an
organisational unit is to be disestablished, staff may be employed on a fixed term contract of up to two years;

(g) to replace another staff member for a specified period while they are absent on leave, secondment or temporary transfer, or are undertaking higher duties, restricted duties, or have elected to work part-time for a specified period;

(h) to fill a vacant position pending recruitment action where the position has been advertised or approved for advertisement, in which case the replacement staff member may be employed for up to six months, with capacity for extension for a further period of up to six months;

(i) to undertake an Early Career Development Fellowship in accordance with sub-clause 42.20;

(j) to undertake work where a curriculum in professional or vocational education requires that the work be undertaken by a staff member who has recent practical or commercial experience, in which case a staff member may be employed on up to three successive contracts within a total period of employment of up to three years;

(k) pursuant to a “pre-retirement contract” for a period of up to five years ending on the date on which the staff member has indicated that they intend to retire; or

(l) Enrolled students may be employed under a fixed-term appointment for work activity which is not described in the preceding sub-clauses of this sub-clause. The work shall be within the student’s academic unit or an associated research unit of that academic unit and is work generally related to a degree course that the student is undertaking within the academic unit. Such fixed-term employment shall be for a period that does not extend beyond, or that expires at the end of, the academic year in which the person ceases to be a student, including any period that the person is not enrolled as a student but is still completing postgraduate work or is awaiting results.

40.2.4 Nothing in this clause affects the validity or operation of any fixed term contract that was entered into before the commencement of this Agreement. However, such fixed term contracts may be renewed after the commencement of this Agreement only if they fall within one or more of the categories listed in sub-clause 40.2.3 (above).

40.3 Fixed Term Employment Conversion

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

(a) the University has determined that ongoing work of the same or substantially similar duties is available within the employees work unit; and

(b) the period of employment under fixed-term contracts has exceeded 3 years of continuous service; and

(c) the employee has performed to a satisfactory standard for the duration of the term; and

(d) the current contract is the second or subsequent fixed-term contract for the employee; and

(e) the employee was originally appointed or subsequently appointed through a competitive selection process; and

(f) the conversion request is approved by the respective Dean/Director of unit.

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

40.3.3 Notwithstanding anything in this clause, the University at its discretion may at any time convert a fixed-term appointment to continuing employment.
40.4 Notice and Severance Pay

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

40.4.1 Provision of Notice

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

<table>
<thead>
<tr>
<th>Period of continuous service</th>
<th>Period of Notice</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than three years</td>
<td>at least two weeks</td>
</tr>
<tr>
<td>Three years but less than five years</td>
<td>at least three weeks</td>
</tr>
<tr>
<td>Five years or over</td>
<td>at least four weeks</td>
</tr>
</tbody>
</table>

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

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

(a) advises those circumstances to the staff member in writing at the latest time at which the notice would otherwise be required to be given; and

(b) gives notice to the staff member at the earliest practicable date thereafter.

40.4.1.4 Except by reason of sub-clause 40.4.1.3 above, where employment is not renewed upon expiry of a fixed-term appointment and notice in accordance with the above cannot be provided, the University will provide pay in lieu of notice.

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

40.4.2 Severance Pay

40.4.2.1 Subject to sub-clause 40.4.2.2, a staff member who:

(a) has been employed on a fixed term contract:

(i) requiring them to work on a specific task or project; or

(ii) that is externally funded; or

(iii) to undertake research only functions

and

(b) seeks to continue the employment after the end of the specified term, task or project and is not offered further employment;

and

(c) whose contract is not renewed because:

(i) in the case of a staff member employed on a second or subsequent fixed term contract, the same (or substantially similar) duties are no longer required by the University; or
the duties of the kind performed in relation to the work continue to be required but another person has been appointed, or is to be appointed to the same (or substantially similar) duties;

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

<table>
<thead>
<tr>
<th>Period of continuous service</th>
<th>Severance pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to the completion of two years</td>
<td>four weeks</td>
</tr>
<tr>
<td>Two years and up to the completion of three years</td>
<td>six weeks</td>
</tr>
<tr>
<td>Three years and up to the completion of four years</td>
<td>seven weeks</td>
</tr>
<tr>
<td>Four years and over</td>
<td>eight weeks</td>
</tr>
</tbody>
</table>

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

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

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

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

40.4.3 Casual appointment

Casual employment shall mean a staff member engaged in accordance with the provisions of Clause 42 of this Agreement.

41 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:

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

41.2 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

41.3 for any staff member subject to probationary employment, the length and terms of the probation

41.4 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.
42 CASUAL ACADEMIC EMPLOYMENT

Principles

The parties acknowledge that the UTS model of practice-based learning is important to the student experience. The parties also acknowledge that casual employment is an essential component of this model. Through its workforce planning process, the University is committed to the use of casual employment to circumstances for which it is appropriate. Such circumstances are:

- provision of industry or professional experience to teaching programs;
- for the supervision of teaching or nursing practical classes;
- covering short-term absences;
- provision of employment opportunities to post-graduate students;
- where the work is of a temporary, irregular or intermittent nature.

Purpose

42.1 This Clause outlines the conditions for the appointment and employment of casual staff who are employed on the relevant hourly rates contained in this Agreement.

Appointment

42.2 Casual staff will normally be drawn from a pool of applicants, which may be obtained through a variety of recruitment options, including external and internal advertisement, unsolicited applications, and associations with business and/or professional organisations. Recruitment by invitation may also occur in the case of UTS research degree students and recent UTS graduates or in emergency situations.

42.3 Selection of casual appointees will be based on a systematic assessment of each applicant’s experience, skills and qualifications using information gathered from the application and/or curriculum vitae, interview, skills testing (if applicable) and references.

Employment contract

42.4 The contract for casual staff will specify the duties, the amount of time expected for each, the appropriate rate/s of pay, and the position of the casual staff member’s supervisor.

Rates of pay and activity descriptors

42.5 The rates of pay and activity descriptors for casual staff are described in Schedule 2 and Schedule 4, respectively of this Agreement. The rate of pay includes a loading in lieu of Agreement benefits for which a casual staff member is ineligible including some leave entitlements (eg annual leave, sick leave, etc). [See Schedule 2 for details of the casual loading].

42.6 Casual staff will be paid at the rate specified for ‘other academic activity’ for required attendance at the lectures and teaching activities presented by other staff and at meetings and briefings with academic staff where attendance is required.

42.7 The hourly rate of pay for lecturing, tutoring and undergraduate clinical nurse education contained in Schedule 2 will encompass the following activities in addition to the delivery of lectures and/or tutorials:

(a) preparing lectures or tutorials
(b) marking which takes place during a lecture, tutorial, or clinical session
(c) administration of relevant records of the students for whom the casual employee is responsible and
(d) consultation with students.
42.8 Casual staff will be paid the relevant marking rate for marking as set out in Schedule 2, calculated having regard for the number of students for whom the casual staff member is responsible and the time required to mark the assessment item for each student. Academic areas, in consultation with academic staff, will each establish a time formula for marking in relation to different types of assessments within the academic area.

42.9 Casual staff performing subject coordination duties will be paid at the rate specified for 'other academic activity – subject coordination' as provided in Schedule 2. The number of hours for subject coordination activities will be set out in the casual contract and will be determined having regard for factors contributing to the complexity and/or the magnitude of such activities including but not limited to the number of students enrolled in the subject. Additional hours should be made available for subject coordination duties where a subject is offered for the first time.

Teaching evaluation and academic career development

42.10 Casual staff participation in teaching evaluation will be in accordance with Clause 38 [Evaluation of Teaching].

42.11 The University is committed to providing support for casual staff who wish to develop an academic career. A casual staff member will be entitled to apply to their supervisor for support in career development activities from a University fund to support such activities. The University will consider a range of factors in relation to any career development request by a casual staff member, including:

(a) the casual staff member’s period of employment at the University
(b) whether the casual staff member is enrolled as a student, or is primarily employed by an organisation external to the University
(c) the relevance of the career development activity to the casual staff member’s discipline or academic career development.

Provision of resources

42.12 Adequate provision will be made for casual staff to carry out their duties. This provision will include access to office space (shared or unshared), an appropriate area for student consultation, photocopying facilities, a telephone, a location for receiving mail and appropriate computer facilities.

Termination of employment

42.13 Casual staff will be given two weeks notice or the balance of the contract period, (whichever is the lesser), or payment in lieu of notice, should the University wish to terminate their employment.

42.14 Reasonable efforts by both parties will be made to agree on alternative teaching in that same semester. If employment involving identical hours or hours which are acceptable to the casual staff member is provided and there is no gap in their employment, sub-clause 42.13 will not apply.

42.15 Sub-clauses 42.13 and 42.14 will not apply where a casual staff member is guilty of misconduct, unsatisfactory performance or other action which would, in the case of a continuing staff member, warrant dismissal.

Reference

42.16 Casual staff will be entitled to receive a written reference from the University upon completion of any contract. The reference will state the period of employment and the duties performed.
Superannuation

42.17 Casual staff will receive employer superannuation contributions in accordance with the relevant legislation regarding employer contributions. The University will inform casual staff of their entitlement and will regularly inform casual staff of contributions made by the University and the scheme into which such contributions have been made.

Time of payments

42.18 The University will pay casual staff within two weeks of the conclusion of the pay period in which duties were undertaken. This is subject to the staff member completing and submitting a signed contract prior to the commencement of employment.

Placement on payroll

42.19 Casual staff, where practicable, will be placed on and normally paid through the University payroll system.

42.20 Early Career Development Fellowships

42.20.1 Early Career Development Fellowships (ECDF’s) will be established to support casual academic staff to develop their career at UTS. The number of opportunities established will depend on the level of interest in the ECDF scheme.

42.20.2 ECDF’s will normally be offered as fixed-term appointments for up to two years duration on a full-time or, if requested by the staff member, as a part time fixed term appointment (of not less than 0.5 EFT).

42.20.3 Each year, existing casual academic staff may register their interest in, and eligibility for the ECDF scheme with the University. Of the positions advertised each year at Level A and B, 15 (EFT) will be made available as ECDF’s.

42.20.4 The distribution of ECDF’s will be based on achieving some balance between Faculties and Schools, having regard to the level of casual employment in each area. At least one ECDF will be established in any academic unit where twenty or more eligible casual staff register their interest in the scheme in any one-year period.

42.20.5 Eligibility to apply for an ECDF will be available to casual academic staff who have been:
  (i) awarded a PhD and performed casual teaching work for the University in at least three major teaching periods over the last five years; or
  (ii) active candidates in their final year who have made satisfactory progress towards completion of their PhD during the preceding two years and have performed casual teaching work for the University in at least five major teaching periods over the last five years.

42.20.6 Successful ECDF’s will be selected from eligible applicants on their academic merit and demonstrated satisfactory performance at UTS.

43 EQUITY

43.1 Anti-discrimination

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

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

43.3 Career equity

43.3.1 Selection, tenure and promotion criteria will value and represent the skills and experiences of women and members of other EEO groups (see Clause 44 Indigenous Australian Employment and Professional Development).

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

43.3.3 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.

43.3.4 The University will 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.

43.3.5 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.

43.4 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.

44 INDIGENOUS AUSTRALIAN EMPLOYMENT AND PROFESSIONAL DEVELOPMENT

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

44.1 Objectives

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

Reflecting the University’s commitment to the principles of “Aboriginal and Torres Strait Islander Self-Determination”, social and restorative justice and cultural affirmation, the Wingara Indigenous Employment and Professional Development Strategy (the Wingara strategy) will be implemented with the objectives of:
(a) maximising learning opportunities to increase Indigenous knowledge, independence, remuneration, job security and self-sufficiency;
(b) increasing, encouraging and fostering Indigenous employment and participation at all levels of work activity;
(c) facilitating and encouraging the direct involvement of Indigenous staff members in determining their own career strategies, goals and objectives; and
(d) establishing clear targets for Indigenous staff to comprise at least two per cent of UTS staff.

44.2 Guiding principles

44.2.1 In pursuit of these objectives the following principles will apply:

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

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

- the University recognises that a supportive working environment for Indigenous Australians requires the redress of past social injustice, exploitation and employment inequity. This means providing access to opportunities for career development, recognition of cultural obligations; the valuing of Australian Indigenous contribution within the University community; acknowledging the challenges faced by Indigenous staff in their roles, in particular the requirement to provide flexible services to meet the needs of Indigenous students; and the opportunity for Indigenous Australian staff to advance their career at UTS.

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

44.3 Strategies

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

44.3.1 To facilitate the Wingara Strategy, the University re-affirms its commitment to the provision of ongoing funding for an identified position which has responsibility for co-ordinating and monitoring Indigenous employment at UTS. The position will contribute to the development, implementation and monitoring of the Wingara Strategy and will work with UTS managers to facilitate meeting targets set for employment through the Strategy. The University will review, update and publish the Wingara Strategy to reflect the 2 per cent target in sub-clause 44.1(d) above.

44.3.2 The Wingara Management Committee is responsible for overseeing the implementation of the Wingara strategy and advising the Vice-Chancellor on the setting and monitoring of targets. The Committee will include in its membership appropriate representation from relevant Indigenous communities, representatives of Indigenous staff (including a staff member nominated by the NTEU), and relevant University management. At least half of the Committee will be Indigenous people. The Wingara Management Committee will report bi-annually to the Deputy Vice-Chancellor on outcomes and on progress of the Wingara Strategy. The Wingara Management Committee will also monitor staff turnover to ensure that the University maintains and improves Indigenous employment, to achieve its overall target for Indigenous staff.
44.3.3 To develop a program of support to facilitate the professional development of Indigenous staff. The program will be developed in consultation with Indigenous Australian staff and other stakeholders and will include consideration of targeted development provided through a mentoring approach and study support.

44.3.4 To establish an Indigenous Australian staff support network to facilitate communication with and between Indigenous Australian staff on matters relating to their employment and professional development at UTS. Participation in the network will be voluntary but all Indigenous Australian staff will be eligible to participate in the network. The University will use the network as a mechanism to consult with Indigenous Australian staff on matters including the development of the professional development program (refer to sub-clause 44.3.3). Progress reports on the strategy will be made available to the Indigenous Australian staff support network at UTS through updates from the Wingara Management Committee bi-annual reports.

45 INTELLECTUAL FREEDOM

45.1 The University is committed to act in a manner consistent with the protection and promotion of intellectual freedom within the University.

45.2 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) teach, assess and develop curricula within agreed collegial Faculty processes; and
(f) participate in professional and representative bodies, including unions and engage in community service;

without fear of harassment, intimidation or unfair treatment.

45.3 Notwithstanding the rights expressed in sub-clause 45.2, staff members do not have a right to harass, vilify or intimidate.

46 PROVISION OF PERSONAL INFORMATION

46.1 A staff member may wish to access leave or tailored workload arrangements (refer to sub-clause 36.7) in order to accommodate their personal, family and carer’s circumstances in accordance with the procedures provided in this Agreement. The staff member must disclose sufficient information relevant to these circumstances to enable the University to determine whether there are good and sufficient reasons for the University to approve access to leave and tailored workload arrangements.

46.2 Staff are normally expected to discuss their relevant personal circumstances with their supervisor, however, staff may choose to discuss such matters with the Director, HRU instead.

46.3 Where the staff member chooses to discuss personal information with the Director, HRU instead of their supervisor, the Director, HRU 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.
ENVIRONMENTAL SUSTAINABILITY

47.1 The Parties agree that the long-term sustainability of UTS is supported by environmentally sustainable work practices within the University.

47.2 The UTS Environmental Sustainability Policy provides a framework for environmentally sustainable and responsible practices, activities and operations across the University in which all stakeholders, including the union, can participate.
PART F - DISCIPLINE

48 MANAGING UNSATISFACTORY PERFORMANCE

Application

48.1 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.

48.2 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.

48.3 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 or serious misconduct under Clause 49, the procedures of this Clause are not required, but the procedures of Clause 49, including notice periods and review procedures, must be followed. Nothing in this Clause prevents the relevant Dean, Deputy Vice-Chancellor or the Vice-Chancellor from referring a question of possible unsatisfactory performance to a supervisor for appropriate action.

Definition

48.4 ‘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 or without pay; and
(f) termination of employment.

Procedures

48.5 Where a supervisor forms a view that the performance of a staff member is unsatisfactory, the supervisor will:

(a) counsel the staff member on the nature of the improvement required and the time within which reasonable improvement is expected; and
(b) make a record of the counselling given and provide a copy to the staff member; and
(c) inform the staff member that if the required improvement in performance is not achieved in the timeframe specified, action will be taken in accordance with this Clause.

48.6 A staff member may choose to be accompanied by a representative of their choosing at any meeting convened in accordance with this Clause, provided that person is not a barrister or solicitor in private practice.

48.7 Where a supervisor believes that the processes referred to in sub-clause 48.5 have not produced the desired improvements in performance, the supervisor will make a report to the Dean and, at the same time, provide a copy to the staff member. At the request of the staff member, a supervisor will consult with colleagues in the academic unit before making a
report to the Dean. The Dean 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 48.5 are complied with in substance and in a manner appropriate to the circumstances; or

(c) refer the report to the Senior 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.

48.8 The Dean will provide the staff member with a copy of the report at the time it is referred to the Senior Deputy Vice-Chancellor. The staff member may, within ten working days of receipt of the report, submit to the Senior Deputy Vice-Chancellor a written response to the report.

48.9 Upon receipt of the report and any written response from the staff member, the Senior 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.

48.10 Following consideration of the report and any written response from the staff member, the Senior Deputy Vice-Chancellor may then:

(a) take no further action

(b) refer the matter back to the supervisor (via the Dean) to ensure that the steps referred to in sub-clause 48.5 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.

48.11 The Senior Deputy Vice-Chancellor will advise the staff member in writing of his/her recommendation in relation to disciplinary action. Following receipt of the Senior 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 Senior Deputy Vice-Chancellor's recommendation.

48.12 If the staff member does not request a review of the process leading to the Senior Deputy Vice-Chancellor's recommendation, the Senior Deputy Vice-Chancellor will refer his/her recommendation to the Vice-Chancellor. The Vice-Chancellor will consider the recommendation and determine whether 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.

Review

48.13 Where a staff member requests a review of the process leading to the Senior Deputy Vice-Chancellor's recommendation in accordance with sub-clause 48.11, a Committee will be appointed normally within ten working days. The Committee will be established in accordance with Clause 50.

48.14 The Committee will review the steps taken during the process to ensure that the staff member was afforded procedural fairness throughout the managing of staff performance process. The Committee will submit a report on its findings of this review to the Vice-Chancellor as expeditiously as possible consistent with the need for fairness.
48.15 If the Committee concludes that the procedures set out in sub-clause 48.5 to 48.9 were not properly followed the Vice-Chancellor will consider the report and the Senior Deputy Vice-Chancellor's recommendation. In light of the Committee's report, the Vice-Chancellor may first take steps to remedy any perceived unfairness as may seem reasonable to the Vice-Chancellor.

48.16 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.

48.17 If the Committee concludes that the procedures set out in sub-clauses 48.5 to 48.9 were followed properly, the Vice-Chancellor will consider the Committee'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.

48.18 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.

49 DISCIPLINARY ACTION FOR MISCONDUCT/SERIOUS MISCONDUCT

Application

49.1 The procedures outlined in this Clause apply to all staff (other than casual staff) employed by the University. A staff member’s supervisor should, where appropriate, seek to resolve instances of possible misconduct through guidance, counselling or informal warning, before a report is submitted to the Vice-Chancellor.

Definitions

49.2 ‘Misconduct’ means wilful conduct by a staff member which is unsatisfactory.

49.3 ‘Serious misconduct’ means:

(a) serious misbehaviour of a kind which constitutes a serious impediment to the carrying out of a staff member’s duties or to a staff member’s colleagues carrying out their duties; or

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

(c) serious dereliction of duties.

49.4 ‘Disciplinary action’ means any action by the University to discipline a staff member for misconduct or serious 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 or without pay; and
(f) termination of employment.

In cases of misconduct, disciplinary action will not include termination of employment.
Procedures

49.5 The following procedures apply where disciplinary action is to be taken against a staff member for misconduct or serious misconduct. However, where a matter that may involve misconduct or serious misconduct has been dealt with in good faith as if it were a case of unsatisfactory performance under Clause 48, the procedures of this Clause are not required, but the procedures of Clause 48 apply, including notice periods and review procedures.

49.6 The Vice-Chancellor will consider any allegation/s of misconduct and/or serious misconduct. If the Vice-Chancellor believes the allegation/s warrant further investigation then the Vice-Chancellor will:

(e) 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

(f) require the staff member to submit a written response within ten working days.

49.7 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:

(g) refer the matter to a Committee for investigation; or

(h) counsel and/or censure the staff member for unsatisfactory behaviour and take no other action; or

(i) take no further action.

49.8 If the staff member admits in full the allegation/s, and the Vice-Chancellor is of the view that the conduct amounts to misconduct or serious misconduct, then the Vice-Chancellor may take disciplinary action.

49.9 Investigation of misconduct/ serious misconduct

49.9.1 Where a matter is referred for investigation in accordance with sub-clause 49.7(a), a Committee will be established normally within ten working days in accordance with Clause 50.

49.9.2 The Committee will investigate the facts relating to the alleged misconduct or serious misconduct, including whether any mitigating circumstances are evident.

49.9.3 The terms of reference of the Committee is to report solely on the facts relating to the alleged misconduct or serious misconduct, including whether any mitigating circumstances are evident.

49.9.4 If, having considered the Committee’s findings on the facts, the Vice-Chancellor is of the view that there has been no misconduct or serious 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.

49.9.5 On receipt of the report of the Committee (including any minority report) and having considered the findings on the facts related to the alleged misconduct or serious misconduct, including any findings as to whether any mitigating circumstances are evident, the Vice-Chancellor may take disciplinary action.

49.10 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
advise the staff member of that decision and of the operative date of any disciplinary action to be taken.

Suspension

49.11 The Vice-Chancellor may suspend a staff member with pay, or without pay if the Vice-Chancellor is of the view that the alleged conduct amounts to conduct of a kind that it would be unreasonable to continue the staff member’s attendance at work pending further investigation.

49.12 Any such suspension will be subject to the following conditions:

(j) where suspension without pay occurs at a time when the staff member is on paid leave of absence the staff member will continue to receive a salary for the period of leave of absence

(k) the staff member may engage in paid employment or draw on any annual leave or long service leave credits for the duration of the suspension without pay

(l) the Vice-Chancellor may at any time direct that salary be paid on the ground of hardship

(m) where a suspension without pay has been imposed and the matter is subsequently referred to a Review Committee, the Vice-Chancellor will ensure that the Committee at its first meeting determines whether suspension without pay should continue. The Committee may recommend that the Vice-Chancellor revoke such a suspension from its date of effect.

49.13 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.

49.14 Where a staff member has been suspended without pay pending the decision of the Vice-Chancellor, then any pay withheld will be reimbursed if it is determined that there was no misconduct or serious misconduct.

49.15 A decision taken by the Vice-Chancellor not to dismiss or impose another penalty will not be construed as an admission that there was no conduct justifying suspension without pay.

Other Matters

49.16 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.

49.17 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.

50 REVIEW/ INVESTIGATION COMMITTEES

50.1 Where a Committee is established in accordance with sub-clauses 48.13, 49.7 or 51.11 it will comprise the following membership:

(a) one person independent of the University who has relevant knowledge and experience, agreed by the Vice-Chancellor and the UTS Branch President of the NTEU, and who will be the Chair. If agreement cannot be reached with ten working days, then the Vice-Chancellor may ask the FWA to nominate a person to act as Chair

(b) one person from within the University selected by the Vice-Chancellor; and
(c) a staff member nominated by the NTEU, providing the person is not a barrister or solicitor.

50.2 The Committee will:

(a) conduct proceedings as expeditiously as possible consistent with the need for fairness

(b) allow the staff member and the Senior Deputy Vice-Chancellor (in relation to Clause 48) or Vice-Chancellor (in relation to Clauses 49 and 51) to be assisted or represented by a representative of his/her choice, and in the case of the Senior Deputy Vice-Chancellor/Vice-Chancellor this may be by the University's relevant association

(c) give the staff member adequate opportunity to put his/her case and to make submissions

(d) provide an opportunity for the staff member to be interviewed

(e) interview any person the Committee thinks fit to establish the facts of the particular case

(f) conduct all interviews in the presence of the staff member (or the staff member's representative) and the Senior Deputy Vice-Chancellor/Vice-Chancellor (or the Senior Deputy Vice-Chancellor/Vice-Chancellor's representative)

(g) take into account other material the Committee believes appropriate to the case

(h) keep a record of the interviews and proceedings

(i) conclude proceedings as expeditiously as possible consistent with the need for fairness.
PART G - TERMINATION OF EMPLOYMENT

51 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.

51.1 Application

The provisions of this Clause apply to all continuing staff.

51.2 Consultation

51.2.1 Where the University is considering a decision that is likely to make one or more positions redundant, it will consult with the affected staff and the union in accordance with sub-clause 16.5 [Managing Change in the Workplace] of this agreement. As part of those discussions the University will provide the affected staff with relevant information, including:

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

51.2.2 As soon as practicable after making the decision the University will give the affected staff member(s) opportunity to consult with the University in accordance with sub-clause 16.6 on:

(a) possible measures to avert the abolition or minimise the number of redundant position(s)
(b) possible measures to mitigate the adverse effects of the termination/s, and
(c) the identification of objective criteria that would be used to identify/differentiate specific position(s) in the event that retrenchment becomes necessary.

51.2.3 Following the discussions with the affected staff under sub-clause 51.2.2, the University will decide which measure(s) will be pursued. Such measures may include natural attrition, or voluntary measures such as voluntary separations, fixed-term 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.

51.3 Application for voluntary separation

The Vice-Chancellor may invite a staff member, who has been provided with information as required under sub-clause 51.2.1, to apply for voluntary separation.

51.4 Voluntary Separation

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

51.5 Where a staff member applies for voluntary separation the Vice-Chancellor must inform the staff member within seven days of receipt of the application whether the application is approved. Where the Vice-Chancellor does not approve the application, the staff member
will be advised of the reasons for that decision and will be informed that their employment is to continue.

51.6 **Voluntary separation benefit options**

51.6.1 Voluntary separation as referred to above will be on the basis of an amount determined in the following manner. The University will calculate the amounts that would be payable to the staff member under benefit options 1 and 2 below. These amounts will be shown as both gross and net of tax. The individual staff member will choose his/her preferred option.

**Benefit option 1**

The amount paid under benefit option 1 will consist of the following components:
- normal salary for six months of further employment, commencing from the date on which the staff member receives written advice that the application is approved
- severance pay at the rate of two weeks pay for each completed year of service, to a maximum of 52 weeks, and
- accumulated entitlements in the form of accrued annual leave and long service leave.

Under benefit option 1, the staff member will cease employment at the conclusion of the six-month period of further employment. However, if the staff member requests, and if the University agrees, the Vice-Chancellor may waive all or part of the six-month period of further employment, in which case, the staff member will receive payment of the balance or four weeks pay, whichever is the lesser.

**Benefit option 2**

The amount paid under benefit option 2 will consist of the following components:
- severance pay at the rate of three weeks pay for each completed year of service, to a maximum of 60 weeks, and
- accumulated entitlements in the form of accrued annual leave and long service leave.

Under benefit option 2, the final date of employment will be determined by the Dean but will not be earlier than one week nor later than six weeks from the date on which the staff member receives written advice that the application is approved. Where the final date of employment is less than six weeks, the staff member will receive payment in lieu of the balance of the six-week period.

51.6.2 All payments under sub-clause 51.6.1 will be calculated on the staff member’s proportion of full-time employment at the date of cessation of employment, or, on the basis of the average proportion of full-time employment over his or her employment, whichever is the greater.

51.6.3 The benefits under sub-clause 51.6.1 are in lieu of any notice period, access to a scheme of redeployment or other redundancy benefit.

**Retrenchment**

51.7 Following the close of the period for application referred to in sub-clause 51.4, the Vice-Chancellor may formally advise in writing any staff member who was invited to apply for voluntary separation but who did not make application that the staff member is an excess staff member. In reaching such a decision the Vice-Chancellor will give due regard to any criteria determined under sub-clause 51.2.2(c) and advise the staff member that their employment will be terminated, the nature of the applicable benefits and the further employment options described below.

51.8 **Further Employment**

(a) An excess staff member may nominate a period of further employment to be undertaken prior to termination according to the following age-based scale:
### 51.9 Notice

When the Vice-Chancellor terminates the employment of a staff member in accordance with sub-clause 51.7, the staff member will be given notice of their last day of duty or compensation in lieu of notice as set out below:

<table>
<thead>
<tr>
<th>Period of continuous service</th>
<th>Period of notice</th>
</tr>
</thead>
<tbody>
<tr>
<td>One year or less</td>
<td>one week</td>
</tr>
<tr>
<td>Over one year and up to the completion of three years</td>
<td>two weeks</td>
</tr>
<tr>
<td>Over three years and up to the completion of five years</td>
<td>three weeks</td>
</tr>
<tr>
<td>Over five years of completed service</td>
<td>four weeks</td>
</tr>
</tbody>
</table>

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

### 51.10 Benefits on retrenchment

**51.10.1** A staff member who is retrenched will receive the following amount of severance pay in respect of a continuous period of service.

<table>
<thead>
<tr>
<th>Service</th>
<th>Severance pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to the completion of two years</td>
<td>four weeks</td>
</tr>
<tr>
<td>Two years and up to the completion of three years</td>
<td>six weeks</td>
</tr>
<tr>
<td>Three years and up to the completion of four years</td>
<td>seven weeks</td>
</tr>
<tr>
<td>Four years and over</td>
<td>eight weeks</td>
</tr>
</tbody>
</table>

**51.10.2** All payments under this sub-clause will be calculated on the staff member’s average proportion of full-time employment over his/her employment or his/her proportion of full-time employment at the date of cessation of employment, whichever is the greater.

### 51.11 Review

**51.11.1** Where a staff member has been formally advised under sub-clause 51.7 that she/he is an excess staff member, she/he may lodge with the Vice-Chancellor an application for review of
the decision. The staff member must lodge such an application within seven days of receiving the Vice-Chancellor's advice.

51.11.2 Within five working days of a staff member lodging an application for review in accordance with sub-clause 51.11.1 a Committee will be appointed [refer to Clause 50, Review Committees]. The role of the Committee will be to determine whether the process in sub-clause 51.2 was followed or whether a genuine redundancy decision has been made by the University.

51.11.3 Within five working days (or longer period as agreed between the Committee Chair, the Vice-Chancellor and the staff member) of completing the process under sub-clause 51.11.2, the Committee will provide a report to the Vice-Chancellor and the staff member.

51.11.4 If the Committee finds that the University has acted appropriately in terms of its process, the staff member will be invited to nominate a period of further employment (as provided under sub-clause 51.8)

51.11.5 If the Committee decides that fair process was not observed it will report this fact to the Vice-Chancellor setting out its reasons, specifically identifying what failures of the process had taken place.

51.11.6 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 Committee's report but may first take steps to remedy the perceived unfairness as seem to him/her reasonable.

51.11.7 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.

51.12 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 local travel and other incidental expenses incurred in attending such interviews as determined by the Dean.

51.13 Salary maintenance

Where the University and staff member agree to an arrangement under sub-clause 51.2.2, which maintains the employment relationship but under circumstances that provide a reduced income (e.g. redeployment to a lower level position), the University will maintain normal salary for the period of further employment as set out in sub-clause 51.8.

51.14 Other matters

Where a staff member:

(a) is redeployed to a fixed-term position, or  
(b) during the period of further employment referred to in sub-clause 51.8 accepts a fixed-term appointment

and there are then no further employment opportunities available at the conclusion of the fixed-term or at the conclusion of the period of further employment, whichever is the greater, then at that time the staff member will be retrenched under the conditions set out in sub-clause 51.7.
52. SEPARATION FROM EMPLOYMENT ON MEDICAL GROUNDS

Application

52.1 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

52.2 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.

52.3 If, within the notice period referred to in sub-clause 52.2, the staff member elects to apply to their superannuation fund for ill-health retirement or temporary disability benefit and cooperates 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.

52.4 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

52.5 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.

52.6 A staff member (or person acting on their behalf) may request that the findings of the medical examination referred to in sub-clause 52.5 be confirmed by a panel of medical practitioners in accordance with sub-clause 52.8 below. The Vice-Chancellor must receive such a request within 14 days of the medical report being supplied to the staff member.

52.7 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.

52.8 Where a request pursuant to sub-clause 52.6 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.

52.9 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

52.10 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 52.6 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.

52.11 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.

52.12 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 52.10. 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.

Other matters

52.13 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.

52.14 Medical records shall be provided to the Director, HRU for appropriate confidential filing.

53 TERMINATION OF EMPLOYMENT

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

- Clause 35 (Probation)
- Clause 42 (Casual Academic Employment ie for termination of casual academic employment)
- Clause 48 (Managing unsatisfactory performance)
- Clause 49 (Disciplinary action for misconduct/ serious misconduct)
- Clause 51 (Redundancy ie voluntary separation or retrenchment)
- Clause 52 (Separation of employment on medical grounds).
53.2 Notice Periods

53.2.1 Where the Vice-Chancellor makes a decision to terminate the employment of a staff member in accordance with Clauses 48 or 49, notice or payment in lieu will be as provided in sub-clauses 53.2.2 to 53.2.5.

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

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

53.2.3 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.

53.2.4 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.

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

53.2.6 In instances of termination as a result of misconduct involving suspension without pay, there will be no requirement for the notice prescribed in this Clause.

53.3 A staff member is required to provide the University with notice of resignation or retirement in accordance with University guidelines.
### SCHEDULE 1: RATES OF PAY – FULL-TIME ACADEMIC STAFF

**Notes:**

i. Any Level A who is required to carry out full subject coordination duties as part of his or her normal duties, or who on appointment gains a relevant doctoral qualification, will be paid a salary no lower than this point.

ii. From 1 November 2010, the first salary point in the scales for Levels B, C and D will be removed. Any staff member who is on the first salary point in Level B, C or D will automatically move to the next salary point in that scale on 1 November 2010.

<table>
<thead>
<tr>
<th>Classification</th>
<th>Step</th>
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(a) All salary increases are effective from the commencement of the first pay period on or after the date indicated in the table below.
(b) The rates of pay include a casual loading of 23%. The casual loading will increase to 24% with effect from 1 November 2011, and to 25% with effect from 1 November 2012.
(c) The hourly rate of pay will be derived from the following formula – “relevant full-time salary” / 52 / 37.5 + (loading). Refer to the notes at the end of the schedule for the “relevant full-time rate”. See (b) above for details of increases to casual loading.
(d) Marking - All marking by a casual academic (except in the case of marking which takes place during a lecture, tutorial, or clinical session) will be paid according to the rates in the table below.

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<td>2% 1 May 2013 per hour</td>
<td>81.31</td>
<td>60.98</td>
<td>97.24</td>
<td>72.93</td>
</tr>
</tbody>
</table>

### NOTES

1. These casual rates of pay are calculated using the Level A (Associate Lecturer) Step 2 rate operative immediately prior to certification of the *Enterprise Agreement (Academic Staff) 2004*. The University will continue to recognise this rate as the base for the calculation of these casual rates for the life of the Agreement. The annual base rate will be adjusted by the salary increases as follows:

<table>
<thead>
<tr>
<th>Commencing rate</th>
<th>2% 1 November 2009</th>
<th>2% 1 May 2010</th>
<th>2% 1 November 2010</th>
<th>2% 1 May 2011</th>
<th>2% 1 November 2011</th>
<th>2% 1 May 2012</th>
<th>2% 1 November 2012</th>
<th>2% 1 May 2013</th>
</tr>
</thead>
<tbody>
<tr>
<td>per annum</td>
<td>$54,129</td>
<td>$55,212</td>
<td>$56,316</td>
<td>$57,442</td>
<td>$58,591</td>
<td>$59,763</td>
<td>$60,958</td>
<td>$62,177</td>
</tr>
</tbody>
</table>

2. These casual rates are calculated using Level A Step 3

3. These casual rates are calculated using Level B Step 2
SCHEDULE 3: MINIMUM STANDARDS FOR ACADEMIC LEVELS (MSALs)

INTRODUCTION

Minimum standards for levels of academic staff, other than a casual, are set out in this Schedule - Minimum standards for academic levels (MSAL). The levels are differentiated by level of complexity, degree of autonomy, leadership requirements of the position and level of achievement of the academic. The responsibilities of academic staff may vary according to the specific requirements of the institution to meet its objectives, to different discipline requirements and/or to individual staff development.

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

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

TEACHING AND RESEARCH ACADEMIC STAFF

Level A

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

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

Level B

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

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

Level C

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

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

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

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

Level E

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

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

RESEARCH ACADEMIC STAFF (INCLUSIVE OF CREATIVE DISCIPLINES)

Level A

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

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

Level B

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

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

Level C

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

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

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

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

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

Level E

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

A Level E research academic will provide leadership in his or her field of research, within his or her institution, discipline and/or profession and within the scholarly and/or general community. He or she will foster excellence in research, research policy and research training.
The categories of casual academic activity at UTS are:

- lecturing
- tutoring
- other academic activity
- marking
- undergraduate clinical nurse education.

A description of each category of casual academic activity and the circumstances under which each of the rates within the category should be applied is provided below.

1. **CASUAL LECTURING**

A casual staff member employed to provide a lecture (or equivalent delivery through other than face-to-face teaching mode) will be paid for each hour of lecture delivered according to the rates in the table below. The hourly rates for lecturing include directly associated non-contact duties as specified in sub-clause 42.7.

‘Lecture’ means any educational delivery described as a lecture in a course or subject outline, or in an official timetable issued by the University, that is a primary form of education delivery where information on the subject topic is delivered to the students for the first time.

<table>
<thead>
<tr>
<th>ACTIVITY</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Specialised lecture</td>
<td>one hour of delivery and four hours of associated non-contact duties.</td>
</tr>
<tr>
<td>Developed lecture</td>
<td>one hour of delivery and three hours of associated non-contact duties.</td>
</tr>
<tr>
<td>Basic lecture</td>
<td>one hour of delivery and two hours of associated non-contact duties.</td>
</tr>
<tr>
<td>Repeat lecture</td>
<td>one hour of delivery and one hour of associated non-contact duties. The hourly rate for a repeat lecture applies to a second or subsequent delivery of substantially the same lecture in the same subject matter within a period of seven days.</td>
</tr>
</tbody>
</table>

2. **CASUAL TUTORING**

A casual staff member employed to provide a tutorial (or equivalent delivery through other than face-to-face teaching mode) will be paid for each hour of tutorial delivered according to the rates in the table below. The hourly rates for tutoring include directly associated non-contact duties as specified in sub-clause 42.7.

‘Tutorial’ means any educational delivery described as a tutorial, session, design studio or seminar in a course or subject outline, or in an official timetable issued by the University, that is a supplementary form of education delivery which is a facilitated discussion where matters already covered elsewhere in a program are discussed, clarified or elaborated.
<table>
<thead>
<tr>
<th>ACTIVITY</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Normal tutorial</td>
<td>one hour of delivery and two hours of associated non-contact duties.</td>
</tr>
<tr>
<td>Repeat tutorial</td>
<td>one hour of delivery and one hour of associated non-contact duties. The hourly rate for a repeat tutorial applies to a second or subsequent delivery of substantially the same tutorial in the same subject matter within a period of seven days.</td>
</tr>
<tr>
<td>Normal tutorial (performs subject coordination or possesses PhD qualification)</td>
<td>one hour of delivery and two hours of associated non-contact duties where the staff member holds a relevant doctoral qualification or where full subject coordination duties are included as part of normal duties.</td>
</tr>
<tr>
<td>Repeat tutorial (performs subject coordination or possesses PhD qualification)</td>
<td>one hour of delivery and one hour of associated non-contact duties where the staff member holds a relevant doctoral qualification or where full subject coordination duties are included as part of normal duties. The hourly rate for a repeat tutorial applies to a second or subsequent delivery of substantially the same lecture in the same subject matter within a period of seven days.</td>
</tr>
</tbody>
</table>

3. **OTHER ACADEMIC ACTIVITY**

<table>
<thead>
<tr>
<th>ACTIVITY</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Other academic activity</td>
<td>Includes all other work that is required to be performed, being work in the nature of, but not limited to:</td>
</tr>
<tr>
<td></td>
<td>• the conduct of practical classes, demonstrations, workshops, student field excursions;</td>
</tr>
<tr>
<td></td>
<td>• the conduct of clinical sessions other than clinical nurse education;</td>
</tr>
<tr>
<td></td>
<td>• consultation with students, including being available on-line for student enquiries;</td>
</tr>
<tr>
<td></td>
<td>• supervision;</td>
</tr>
<tr>
<td></td>
<td>• attendance at lecturers or other teaching activities of other staff as required;</td>
</tr>
<tr>
<td></td>
<td>• attendance at departmental and/or Faculty meetings and meetings and briefings with staff as required.</td>
</tr>
<tr>
<td></td>
<td>This list is not intended to be exhaustive, but is provided by way of examples and guidance.</td>
</tr>
<tr>
<td>Other academic activity (possesses PhD qualification)</td>
<td>As for ‘other academic activities’ where the staff member holds a relevant doctoral qualification.</td>
</tr>
<tr>
<td>Other academic activity (subject coordination)</td>
<td>As for ‘other academic activities’ where subject coordination duties are required. Subject coordination duties may include the development of teaching and subject materials such as the preparation of subject guides, reading lists.</td>
</tr>
</tbody>
</table>
4. **CASUAL MARKING**

All marking by a casual academic (except in the case of marking which takes place during a lecture, tutorial, or clinical session) will be paid according to the rates in Schedule 2. The hours allocated will be agreed based on the number of students involved and the complexity of the task.

<table>
<thead>
<tr>
<th>ACTIVITY</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Standard marking</td>
<td>Standard marking, where the staff member holds a relevant doctoral qualification or where full subject coordination duties are required as part of normal duties.</td>
</tr>
<tr>
<td>Higher level marking</td>
<td>Marking as a supervising examiner or marking requiring a significant exercise of academic judgement appropriate to an academic at Level B status.</td>
</tr>
</tbody>
</table>

5. **UNDERGRADUATE CLINICAL NURSE EDUCATION**

A casual academic employed to provide undergraduate clinical nurse education will be paid for each hour of delivery according to the rates in the table below. The hourly rates for undergraduate clinical nurse education include directly associated non-contact duties as specified in sub-clause 42.7.

‘Undergraduate clinical nurse education’ means the conduct of undergraduate nurse education in a clinical setting.

<table>
<thead>
<tr>
<th>ACTIVITY</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clinical nurse education – normal preparation</td>
<td>one hour of delivery and one hour of associated non-contact duties.</td>
</tr>
<tr>
<td>Clinical nurse education – little preparation</td>
<td>one hour of delivery and 0.5 hour of associated non-contact duties.</td>
</tr>
<tr>
<td>Clinical nurse education – normal preparation (performs subject coordination or possesses PhD qualification)</td>
<td>one hour of delivery and one hour of associated non-contact duties where the staff member holds a relevant doctoral qualification or where full subject coordination duties are included as part of normal duties.</td>
</tr>
<tr>
<td>Clinical nurse education – little preparation (performs subject coordination or possesses PhD qualification)</td>
<td>one hour of delivery and 0.5 hour of associated non-contact duties where the staff member holds a relevant doctoral qualification or where full subject coordination duties are included as part of normal duties.</td>
</tr>
</tbody>
</table>
Signed for and on behalf of the

National Tertiary Education Industry Union

In the presence of

Dated 8 September, 2010

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

In the presence of

Dated