

UNIVERSITY OF TECHNOLOGY, SYDNEY

SENIOR STAFF GROUP COLLECTIVE AGREEMENT 2013

Part A - Operation of the Agreement

1 Title

This Agreement will be known as the University of Technology, Sydney Senior Staff Group Agreement 2013.

2 Arrangement

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3 Definitions

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

- 3.1 'Act' means the *Fair Work Act 2009* (Commonwealth) (as amended or replaced from time to time).
- 3.2 'Base Salary' means the salary paid exclusive of any allowances, supplementary payments, recognition payments or any other additional payment.

3.3 **'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.

3.4 **'FWC'** refers to the Fair Work Commission.

3.5 **'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.

3.6 **'NES'** means the National Employment Standards.

3.7 **'Policy'** or **'procedure'** means a University policy, procedure, directive or guideline, as appropriate under the University policy framework.

3.8 **'Representative'** means a person chosen by the staff member where the staff member elects to be represented in relation to a specific matter under this Agreement. The chosen representative cannot be a person who is currently a practicing solicitor or barrister.

3.9 **'Senior Executive Employee'** means a staff member of the University who is a Deputy Vice Chancellor and any like positions created during the life of this Agreement.

3.10 **'Staff member'** or **'staff'** or **'Senior Staff'** means one or more employees of the University who are appointed to Executive, management and senior specialist roles and any like positions created during the life of this Agreement.

3.10 **'Supervisor'** means the person or position as nominated by the University from time to time.

3.11 **'The University'** or **'UTS'** means the University of Technology, Sydney as the employer.

3.12 **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.

3.13 **'Vice-Chancellor'** means the person appointed as such to be the Vice-Chancellor of the University or equivalent, and includes anyone fulfilling that role on a temporary basis or any nominee of the Vice-Chancellor

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

4 Application

4.1 This Agreement will be binding according to its terms upon:

- (a) University of Technology, Sydney, and
- (b) Senior Staff employed by the University in accordance with this Agreement and who are paid a rate in accordance with Schedule 1 of this Agreement.

4.2 This Agreement does not apply to:

- (a) Support Staff solely classified as levels 1-10 in the University of Technology, Sydney Support Staff Agreement 2010 and its replacement; or
- (b) Academic Staff solely classified as levels A-E in the University of Technology, Sydney Academic Staff Agreement 2010 and its replacement; or
- (c) Senior Executive Employees; or
- (d) Employees classified at Senior Staff Group 4 and paid 20% or more above the minimum salary point for Senior Staff Group 4 specified in Schedule 1.

4.3 The terms of this Agreement will apply to a staff member who is temporarily appointed to a position that is covered by this Agreement, including a staff member who holds a reversionary appointment to a position covered by the UTS Academic Staff Agreement or the UTS Support Staff Agreement.

5 Relationship with Awards and Certified Agreements

5.1 This Agreement constitutes a closed agreement and comprehensively regulates the relationship between the University and those employees 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 Senior Staff Group Agreement 2007*. To remove any uncertainty, this Agreement wholly displaces and operates to the exclusion of all awards and other agreements that would otherwise apply to staff whose employment is regulated by the provisions of this Agreement.

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

6 Length of Agreement

This Agreement will take effect seven days after its approval by Fair Work Commission and will continue to be in operation for three years from the date of approval.

7 Individual Flexibility Agreement

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

Performance pay

Arrangements about when work is performed

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

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

- (a) the agreement does not result, on balance, in a reduction in the overall terms and conditions of employment of the individual staff member under this agreement; and
- (b) the agreement does not result in a reduction in the terms and conditions of employment of the individual staff member under any other relevant laws of the Commonwealth or any relevant laws of a State or Territory.

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

7.4 The University must ensure that the individual flexibility arrangement:

- (a) is in writing; and
- (b) includes the name of the University and staff member; and
- (c) is signed by the University and staff member and if the staff member is under 18 years of age, signed by a parent or guardian of the staff member; and
- (d) includes details of:
 - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the agreement does not disadvantage the individual staff member in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- (e) states the day on which the arrangement commences.

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

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

- (a) by giving no more than 90 days written notice to the other party to the arrangement and the agreement ceasing to operate at the end of the notice period; or

- (b) if the University and staff member agree in writing at any time.
- 7.7 The University is responsible for ensuring that all of the requirements of this clause are met.
- 7.8 The University will provide a copy of a staff member's flexibility arrangement made under this clause to a Union, upon the written request of the staff member.
- 7.9 The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between the University and an individual staff member contained in any other term of this agreement.

8 Change Management

General principle

- 8.1 The University and staff recognise that change will occur as the University evolves over time and are committed to pursuing ongoing improvements in the quality of University programs and support services. It is acknowledged that sound management of workplace change includes the involvement of those who will be affected by the change. The process described in this clause applies to those workplace changes that could reasonably be expected to significantly and detrimentally affect the job security and conditions of staff as employees.

Initiation of change

- 8.2 Consideration of issues which may lead to workplace change will be discussed with all staff likely to be affected, as early as possible and prior to a final decision being taken to proceed with any change. Such staff will be informed about the process by which the change proposal will be examined.

Change process

- 8.3 A staff member likely to be affected by the change will have an opportunity for discussion with their supervisor and to comment on the change process and any accompanying documentation.

9 Dispute Resolution Procedures

General principles

- 9.1 As far as possible disputes should be resolved at the level at which they arise and by the staff directly involved in the dispute. Those who are party to a dispute must cooperate to ensure that these procedures are carried out as quickly as is reasonably possible.
- 9.2 An industrial dispute regarding the interpretation, application or operation of a provision of this Agreement or the National Employment Standards, will be resolved using the procedures set out in this Clause.
- 9.3 Throughout this process the staff member may choose to be assisted or represented by a representative of their choice.

Process

- 9.4 A staff member or group of staff initiating a dispute of the nature described in paragraph 9.2 shall notify their supervisor in writing and in sufficient detail for the supervisor to comprehend the matter(s) to which the dispute relates and the circumstances giving rise to the dispute.
- 9.5 Within 5 working days of initiating the dispute in accordance with 9.4, the staff member or group of staff and the supervisor will, in the first instance, meet and attempt to reach written agreement resolving the dispute.
- 9.6 Where the steps in subclause 9.5 are unsuccessful, the matter will be referred to a more senior manager than the immediate supervisor within five working days, unless some longer period is agreed by the staff member or group of staff and the supervisor.
- 9.7 Where a dispute is not resolved under subclause 9.6, those who are party to the dispute may agree to seek the assistance of a mediator. The mediator must be agreed between the parties.
- 9.8 Except where an occupational hazard exists, until the procedures described in subclauses 9.4 to 9.7 have been exhausted:
- (a) work shall continue in the normal manner
 - (b) no industrial action shall be taken by the University or the staff
 - (c) the University, the staff member or the staff member's representative shall not take any other action likely to exacerbate the dispute.
- 9.10 Where the dispute is not resolved by the process referred to above, either party to the dispute may refer the matter to the FWC for conciliation and, if the dispute remains unresolved, by arbitration.

9.11 Subject to any legal right of appeal or review which might exist, the resolution of the dispute shall be binding on the parties to the dispute.

10 Human Resources Policies, Procedures, Directives and Guidelines

10.1 The terms and conditions of employment for staff are outlined in this Agreement. Policies, procedures, directives and guidelines are adopted by UTS, from time to time, to regulate employment conditions and benefits, and the operation and governance of the University. Such policies, procedures, directive and guidelines will apply to staff and staff are required to abide by them.

10.2 The provisions of policies, procedures, directives and guidelines cannot override any provision of this Agreement where they would result in a reduction of conditions. Where such a conflict exists, the relevant provision of the policies, procedures, directives or guidelines will be unenforceable but the remaining provisions shall have full force and effect. UTS may adopt, vary or rescind any policies, procedures, directives and guidelines from time to time and they will apply in the form they are in as at the time of the relevant decision/action.

Part B – Performance and Remuneration

11 Performance Review and Development

Principles

11.1 The performance review and development process at UTS provides a framework for identifying, evaluating and developing performance. The University is committed to the ongoing application of an effective performance review and development process, linked to the achievement of individual, work area and organisational goals.

11.2 At UTS performance and development are considered to be equally important for the achievement of results and continuous development of priority capabilities at all levels – for individuals, teams and the University. This dual focus supports a vibrant learning and working environment that also supports career and skill development of staff.

11.3 Senior staff and their supervisor will establish an annual program of development activities, which may include study release or other professional and/or leadership development activities. The development plan must be relevant to the senior staff member's role and the needs of the University.

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

- determine work priorities, workload and performance expectations over the next period;
- discuss the staff member's plans to take annual, long service and other forms of leave;
- provide feedback in relation to performance;
- discuss and identify assistance and support that will be provided to improve performance where performance is assessed as requiring improvement;
- identify the support that will be provided for professional and career development;
- update the position description for the staff member's position, if necessary; and
- discuss other personal and work issues that may impact on work performance.

11.5 All Senior Staff will participate in the performance review and development process. This includes staff serving a period of probation. The performance review and development process will be integrated with arrangements in relation to probation and performance pay.

12 Performance Pay

Principles

12.1 This Agreement provides for performance-based increases in remuneration for senior staff following an assessment of performance undertaken in accordance with the performance review process in place at the University and applying at the relevant time.

12.2 Operative from the beginning of the first pay period to commence on or after 1 April each year the base salary of a staff member who meets expectations will increase by the percentage shown in the

table below. Increases for staff members who do not meet expectations are at the sole discretion of UTS.

| Date | April 2014 | April 2015 | April 2016 |
|----------|------------|------------|------------|
| Increase | 2.5% | 2.5% | 2.5% |

In the event that the annual percentage increase in the above table is less than the average annual percentage increase under the agreement that replaces the UTS Academic Staff Agreement 2010 or the UTS Support Staff agreement 2010, then the percentages in the table will be adjusted so that SSG staff receive the equivalent average annual percentage increase.

Recognition

- 12.3** The university will make annual provision for recognition payments to be paid in accordance with the Recognition Policy.
- 12.4** Where staff and the University enter into individually designed performance-based remuneration arrangements, such arrangements may stipulate that the performance-based recognition provisions described in this clause shall not apply.
- 12.5** Staff who participate in a faculty-based salary supplementation scheme will not be eligible for any lump sum performance recognition components under this clause or the recognition policy.

13 Superannuation Flexibility

The University's default fund is UniSuper. Staff who are members of UniSuper can access the flexibility of superannuation contributions, including Choice of Fund, in the context of their UniSuper membership and in accordance with the UniSuper Fund's rules.

14 Flexible Salary Packaging

All eligible employees 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, in exchange for a "benefit" of equivalent value. The list of approved benefits and details of the scheme are contained in the University's salary packaging guidelines, as varied and amended from time to time.

Part C - Leave Matters

Application of Leave Provisions to Part-Time Staff Members

A part-time staff member shall be granted 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 20.3, a casual staff member receives a loading in lieu of paid leave entitlements.

15 Public Holidays

- 15.1** The days on which public holidays will be observed will be any day gazetted as a public holiday or any other day proclaimed by the Governor of New South Wales as a public holiday to be observed throughout the whole of the State or a region of the State.
- 15.2** 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.

16 Annual Leave

Principles

Staff are encouraged to take annual leave to promote health and well-being. A staff member and her/his supervisor will discuss the staff member's annual leave plans in the context of their annual workplan. A staff member may take leave as it accrues subject to her/his 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

- 16.1** All staff covered by this Agreement are entitled to paid annual leave. Full-time staff are entitled to 20 working days of annual leave per annum, accrued pro-rata on the basis of service. Service excludes periods of leave without pay.
- 16.2** A staff member may with permission accumulate up to 40 days annual leave (pro-rata in the case of part-time staff). A staff member who has accumulated more than 20 days annual leave will be given notice by his/her supervisor to take annual leave within twelve months of the date of the notice.

The supervisor's notice may specify the commencement and termination dates of such leave which must be for a period of at least 10 days. The leave will reduce the staff member's accumulated leave to less than 20 days on the staff member's return to work. The staff member will be provided with the opportunity to propose alternative dates for the leave, provided that the total period of leave is no less than the period specified by the supervisor. The supervisor and staff member may agree to alternative dates for the leave, subject to operational.

- 16.3** Where, in accordance with sub-clause, 16.2 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.

Leave arrangements on termination of employment

- 16.4** Staff should endeavour to take their accrued annual leave prior to the termination of their employment with the University.

- 16.5** A supervisor may direct a staff member to take any period of annual leave during the period of notice of termination of employment for any reason.

Cashing out of accumulated annual leave

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

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

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

Purchased leave

- 16.7** A staff member may apply to enter into an agreement with the University to purchase 10 days (2 weeks) or 20 days (4 weeks) additional leave in a 12-month period. The purchased leave will be funded through the reduction in the staff member's ordinary rate of pay. To calculate the purchased leave rate of pay, the staff member's ordinary salary rate will be reduced by the number of weeks of purchased leave and then annualised at a pro-rata rate over the 12-month period.

17 Christmas – New Year Leave

- 17.1** Each year the University provides three days additional leave on full pay, without deduction from any leave account to all continuing and fixed-term staff. One day is in lieu of Bank Holiday (August) while the other two days are provided by the University. This additional leave, is combined with the designated public holidays (Christmas Day, Boxing Day, New Year's Day) and taken during the period when the University closes for the Christmas-New Year break.

- 17.2** Where a staff member is required by their supervisor to work on any of the three days provided for in sub-clause 17.1 the supervisor and staff member will agree to an alternative day/s leave on full pay.

- 17.3** The University may also shut down during the week immediately before Christmas and during the week immediately after New Year's Day. During such shut down staff may be directed to take annual leave if they have accrued more than 20 days annual leave. If staff do not have an annual leave accrual of greater than 20 days they may elect to take annual leave or leave without pay or a combination of the two.

18 Sick Leave

- 18.1** All continuing and fixed-term staff covered by this Agreement are entitled to paid sick leave. For full-time staff sick leave accrues at the rate of 15 working 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.

- 18.2** If unable to attend work through illness, a staff member shall notify their nominated supervisor within 24 hours of normal commencement of duty, stating the incapacity and likely length of

- absence. A medical certificate is required when a staff member takes four or more days of sick leave or under circumstances set out in sub-clause 18.6.
- 18.3** Staff may access their sick leave in the form of personal leave to provide care for sick relatives or household members or for bereavement due to the death of a relative or household member, in accordance with the provisions for Personal Leave (refer to sub-clause 19.4).
- Sickness during annual and long service leave**
- 18.4** A staff member who becomes ill for a period of five consecutive working days during annual or long service leave may claim sick leave (to the extent of sick leave accrued) instead of the annual or long service leave for the period of the illness. A medical certificate must be submitted covering the period of the sick leave.
- Sick leave without pay**
- 18.5** At the discretion of the University, a staff member whose sick leave entitlement has been exhausted may be granted sick leave without pay (SLWOP). A period of sick leave without pay must be covered by an appropriate medical certificate.
- Management of sick leave**
- 18.6** The Vice-Chancellor (or nominee) may require a staff member to provide a medical certificate for absences on sick leave for a six month period from the date of notification, regardless of duration. Staff are required to promptly complete and submit a leave application in respect of any absence on sick leave.
- Special sick leave**
- 18.7** Up to 20 days paid special sick leave may be granted by the Vice-Chancellor (or nominee) to a staff member who is terminally or critically ill and on an extended period of sick leave. Special sick leave may only be granted when normal sick leave and other leave entitlements have been exhausted.
- 19 Personal Leave**
- Definitions**
- 19.1** 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**
- 19.2** Personal leave may be granted to assist staff to achieve a work life balance. 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**
- 19.3** A staff member may be granted up to seven days personal leave with pay per calendar year under circumstances including the following:
- (a) to provide care or support to relatives or members of their household who are ill
 - (b) bereavement due to the death of a relative or household member
 - (c) to deal with an emergency situation arising due to fire, flood, burglary or other unforeseen event beyond the control of the staff member
 - (d) where the carer of a staff member’s child is unable to look after the child
 - (e) attendance at the staff member’s own graduation, citizenship and justice of the peace ceremony (normally expected to be up to half a day for each ceremony)
 - (f) moving house (normally expected to be up to one day per twelve months)
 - (g) appointments and commitments associated with pre and post natal responsibilities
 - (h) to adhere to and celebrate cultural or religious days of observance.
- 19.4** Personal leave is not cumulative.
- 19.5** 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 (i.e. subclause 19.3 (a) above) or for bereavement due to the death of a relative or household member (i.e. subclause 19.3 (b) above).

- 19.6 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 Vice-Chancellor.

20 Long Service Leave

Principles

Staff are encouraged to take long service leave as they become eligible to do so. Supervisors will discuss a staff member's long service leave plans in the context of annual workplans.

Eligibility and entitlement

- 20.1 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.
- 20.2 Subject to the operational requirements of the University, a staff member may take long service leave at a time of his/her choosing if the staff member provides a minimum of six months written notice. If the staff member provides less than six months' notice, the leave may be granted at the discretion of the supervisor. Long service leave may be taken on half pay.
- 20.3 A casual staff member is entitled to pro-rata accrual of the full-time rate of long service leave for continuous service from 9 May 1985. Pro-rata accrual will be determined on the basis of the hours worked by the casual staff member. Breaks in service of two months or more will break continuity of service. Casual staff who are eligible for long service leave will be entitled to take their leave on the average rate of pay earned by the casual in the five years preceding the date on which long service leave is to commence.

Effect of leave without pay

- 20.4 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

- 20.5 Staff who have completed between five and ten years of service are entitled to payment for long service leave on a pro-rata basis in the following circumstances:
- (a) upon termination of employment for any reason other than unsatisfactory performance or misconduct (eg 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; or
 - (d) upon the expiry of one or more continuous fixed-term appointments.

- 20.6 In the case of the death of a staff member any long service leave entitlement, including pro-rata entitlements, will be paid to the staff member's estate.

Recognition of prior service with another institution

- 20.7 Service for full-time or part-time staff commencing on or after 26 January 1988 (date of establishment of UTS) means full-time or part-time service (whether continuous or broken) as a staff member at UTS and/or continuous full-time or part-time service with other Australian higher education institutions (includes Universities and CAEs, does not include TAFE).
- 20.8 For the purposes of sub-clause 20.7 above continuous service is deemed to be where the period between ceasing with one employer and commencing with the next is not greater than two months. This intervening period is not counted as service.
- 20.9 Notwithstanding sub-clause 20.7 above, if a staff member has taken long service leave or is eligible to be paid or has been paid in lieu of long service leave by the releasing institution or any other institution, the staff member will not accrue any entitlement to leave for the period of service with the releasing institution for which leave has been taken, paid or for which there is eligibility for payment, but subject to this sub-clause such a period shall be included as qualifying service for determining when the staff member is next eligible to take long service leave.

21 Leave without Pay

- 21.1.** Leave without pay 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.
- 21.2.** 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 remain bound by the University's Code of Conduct, and may apply for positions/promotion rounds advertised within the University.
- 21.3.** Periods of leave without pay will not count as service for the purpose of determining entitlements (subject to sub-clause 20.4 which outlines the effects of leave without pay on long service leave).

22. Parental Leave

The parties agree to re-open negotiations in relation to this clause if the Commonwealth Government introduces new paid parental leave provisions that can be accessed by staff.

Definition

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

Principles

- 22.1** 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

- 22.2** All full-time and part-time staff covered by this Agreement 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 22.15 - 0.
- 22.3** 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

- 22.4** Staff are entitled to up to 104 weeks unpaid parental leave from the date of birth or taking custody of the child after completion of 40 weeks continuous service. The 40-week service requirement applies to all forms of parental leave.

Paid parental leave - maternity and adoption

- 22.5** 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.

- 22.6** The paid parental leave entitlement comprises:

- (a) up to 20 weeks leave on full pay which may be taken as 40 weeks on half pay or a mix of full and half pay to commence no later than the date of birth or adoption of the child;
- (b) up to 30 days paid leave for phased return to work. All or part of the equivalent value of this leave (calculated at the salary rate applicable at the date of return from parental leave) may be used for professional and career development projects.

- 22.7** 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

- 22.8** 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.

Cessation of pregnancy

- 22.9** 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.

22.10 In the event of a miscarriage after the commencement of parental leave, the staff member may access their personal, sick, annual, long service leave and/or leave without pay, as appropriate, for such period as a registered medical practitioner certifies as necessary. A staff member's illness not related to the direct consequences of the birth will be dealt with in accordance with Clause 18 [Sick Leave].

Pregnancy-related illness

22.11 A staff member's illness not related to the direct consequences of the birth will be dealt with in accordance with Clause 18 [Sick Leave].

Partner's leave

22.12 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 placement of a child (in the case of adoption leave).

Foster parents' leave

22.13 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; or
- (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

22.14 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.

Unpaid Parental leave for casual staff

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

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

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

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

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

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 22.15-22.17.

23. Community Leave

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

- jury service
- attendance as a witness for the Crown
- attendance as a witness for proceedings in FWC
- volunteer emergency services as a member of a voluntary service organisation
- blood donation
- military service
- participation in National Aboriginal and Islander Day of Observance Committee (NAIDOC) Day by indigenous Australian staff

- selection as a representative for participation in National and/or International sporting competitions.

24. Absence from Duty

- 24.1** Staff must advise their supervisors of all absences from duty. Normally, prior notice of absence must be provided, however, where such notice cannot be provided staff shall notify their supervisors within 24 hours of normal commencement of duty stating the reason for the absence and likely length of absence.
- 24.2** 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.
- 24.3** Failure by a staff member to advise their supervisor of an absence in excess of ten sequential working days must be brought to the attention of the Vice-Chancellor (or nominee) by the supervisor. The Vice-Chancellor (or nominee) may deem the absence to be abandonment of employment and the staff member's employment may be terminated.
- 24.4** Where a staff member's employment is terminated in accordance with sub-clause 24.3 above and the staff member can provide reasonable justification for an absence, the Vice-Chancellor (or nominee) will reinstate the staff member's employment.

Part D – General Conditions of Employment

25 Modes of Employment

Full-time employment

- 25.1** Full-time employment means employment for the full number of hours prescribed by sub-clause 29.1. A staff member may be employed full-time on either a continuing or fixed-term basis in accordance with Clause 26 (Categories of Appointment).

Part-time employment

- 25.2** Part-time employment means employment for a specified period of time where such time is less than the normal weekly hours specified for a full-time staff member and/or less than the ordinary weeks per year, and for which all entitlements are paid on a pro-rata basis calculated by reference to the time worked.
- 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.

Casual employment

- 25.3** Casual employment shall mean engagement of a staff member on an hourly basis at an hourly rate of pay which shall include a loading in lieu of those agreement benefits for which casual staff are ineligible. Casual staff are not eligible for the following forms of paid leave:
- annual leave
 - sick leave
 - Christmas-New Year Leave
 - parental leave
 - personal leave
 - community leave
- (a) Salary levels for casual staff will be determined on the basis of the appropriate classification descriptor for the duties expected of the casual staff member.
- (b) The rates of pay for casual staff are as contained in schedule 1. These rates of pay include a 25% casual loading in lieu of those Agreement benefits for which casual staff are ineligible.

26 Categories of Appointment

The University shall engage senior staff on either a fixed-term or continuing or casual basis. Fixed-term employment is the normal category of appointment that applies to senior staff, although the Vice-Chancellor may approve employment of a senior staff member on a continuing basis. Nothing in this clause shall limit the number or proportion of staff that UTS may employ in a particular type of appointment.

Continuing appointment

26.1 A continuing appointment is made for an indefinite period. A continuing appointment may be made on either a full-time, part-time or casual basis.

Fixed-term appointment

26.2 A fixed-term appointment is made for a specified term or ascertainable period of up to 5 years. The contract for this employment will specify the starting and finishing dates of that employment. A fixed-term appointment may be made on either a full-time, part-time or casual basis.

Reversionary appointment

26.3 A Senior Staff appointment may provide for reversion to a substantive position at the conclusion of the Senior Staff appointment. The letter of appointment to the Senior Staff position will specify if reversionary arrangements are to apply and the classification level applicable.

Casual employment

26.4 Casual employment shall mean engagement of a staff member on an hourly basis at an hourly rate of pay as shown in clause 25.3.

27 Renewal of Fixed-Term Appointments

27.1 Fixed-term appointments may be renewed at the discretion of the University for periods of up to five (5) years.

27.2 The University will provide a full time or part time staff member, whose fixed-term appointment is to be renewed with notice of renewal according to the following:

| Length of fixed-term appointment | Notice of renewal |
|---|--------------------------|
| 2 years or less | 3 months |
| More than 2 years and up to 5 years | 6 months |

27.3 Where the staff member is reappointed for a further term, the existing level of remuneration will normally apply. Where a staff member who has a reversionary appointment is not offered another term and the staff member reverts to their substantive level then they will transfer to the point on the substantive salary scale they would have reached had they not been appointed to the senior staff position.

28 Probation

Application

28.1 The provisions of this clause apply to new full-time and part-time staff members covered by this Agreement and employed from the date of lodgement of the agreement. Staff members who are already members of the University and have completed a probationary period will not be required to serve a period of probation upon appointment to a position covered by this Agreement.

Period of probation

28.2 For staff on continuing appointments, the probation period will be determined at the time of appointment and will be six to twelve months, giving consideration to the level and complexity of the position and the period of appointment.

28.3 For staff on fixed-term appointments the period of probation will be six to twelve months except that the period of probation must not exceed one quarter of the period of appointment. The length of probation will be determined at the time of appointment giving consideration to the level and complexity of the position and the period of appointment.

28.4 The University may decide to waive or shorten the probationary period for a staff member.

Probation process

28.5 A formal review of the staff member's performance will be conducted by the supervisor before the end of the period of probation resulting in a recommendation to the supervisor's supervisor about continuation or termination of appointment. The final decision on probation will be made by the Vice-Chancellor.

28.6 Where employment is to be terminated, the University may, at its discretion, provide up to four (4) weeks notice or payment in lieu thereof to the staff member.

28.7 Despite any other provision of this Agreement, the University may, at any time during the probation period, confirm or terminate the employment of a probationary staff member.

29 Hours Arrangements

- 29.1** The normal pattern of attendance is five seven-hour days per week, Monday to Friday, except where alternative arrangements are specified in the staff member's letter of appointment or otherwise agreed with their supervisor.
- 29.2** Senior staff engaged on a part-time basis will work the hours specified in their letter of appointment.
- 29.3** At all times senior staff must be mindful of the workload demands set for staff, the potential impact of excessive working hours on health and the need to plan for and provide opportunities for leave

30 Equity

Anti-discrimination

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

Pay Equity

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

Career Equity

- 30.3** 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.

Access and Equity for Staff with Disabilities

- 30.4** 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.

Part E – Discipline and Termination

31 Performance Recovery

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

- 31.1** At UTS, there are work performance standards and behaviours which Staff Members are expected to achieve and demonstrate.
Where a Staff Member's performance or behaviour does not meet the expected standard, UTS's primary objective is to achieve improvement to the expected standard.
- 31.2** **Acceptable performance**
Acceptable performance is the achievement of the outcomes and behaviours UTS expects of Staff Members that is, completing work to an acceptable standard with appropriate behaviours, compliance with applicable law, and UTS policies and procedures.
- 31.3** **Unacceptable performance**
Unacceptable or unsatisfactory performance is not completing work or part thereof, to the expected standard, which includes demonstrating inappropriate behaviour and not achieving development outcomes.
- 31.4** **Causes of unacceptable performance**
Unacceptable performance occurs because the Staff Member is either
- unable to achieve expected performance or behaviour standards or;
 - unwilling to achieve expected performance or behaviour standards or;
 - incapable of achieving expected performance or behaviour standards.
- 31.5** **Unable**
A Staff Member who is unable to perform or behave to standard does so because he or she
- is unaware of the expected standard of performance or behaviour or both or;
 - does not possess the requisite skill, competency and knowledge or;
 - does not have the resources required to do so or;
 - any combination of the above.
- 31.6** **Unwilling**
A Staff Member who is unwilling to perform or behave to standard possesses the requisite skill,

- competency and knowledge and resources to achieve our standards and chooses not to.
- 31.7 Incapable**
A Staff Member who is incapable of performing or behaving to standard does not have the skill and competency to perform to standard and has demonstrated he or she is incapable of acquiring them.
- 31.8 Supervisor Action**
Where the supervisor believes the unsatisfactory performance is because the Staff Member is
- (a) **Unable** to achieve the required standard then he or she will take action to address the cause(s) of the inability by developing and implementing specific strategies to recover performance to the required standard and counsel the staff member on the nature of the improvement required and the time within which reasonable improvement is expected.
 - (b) **Unwilling** then he or she will take disciplinary action under clause 32
 - (c) **Incapable** then he or she will consult with the Human Resources Unit and attempt to redeploy the Staff Member to an available position for which the staff member possesses the requisite skill, competency and knowledge. If such a position is not available within two months then the employment will terminate with notice of four weeks.
- 32 Disciplinary Action**
- 32.1 'Disciplinary action'** means action by the University to discipline a staff member and may include one or more of the following:
- (a) formal censure
 - (b) withholding of performance-related remuneration;
 - (c) demotion to a lower salary;
 - (d) demotion by one or more classification levels;
 - (e) reversion to substantive position (applicable to reversionary appointments only);
 - (f) suspension with or without pay;
 - (g) termination of employment.
- 32.2** There are five levels of discipline under the disciplinary process and all may include one or more of the types of disciplinary action defined above.
- (i) Reprimand
 - (ii) Verbal Warning (confirmed in writing)
 - (iii) Written Warning
 - (iv) Final Warning
 - (v) Dismissal or alternatives to dismissal
- The level of discipline taken depends on
- the nature and severity of the incident
 - whether there have been previous similar incidents
 - the time gap between incidents
- If dismissal is a possible outcome then you must consult the DVC Corporate Services or nominee before the interview.
- 32.3 Reprimand**
A Reprimand is given by an immediate supervisor when a staff member is beginning to let accepted standards of performance or behaviour slip which, if allowed to continue, would have an impact on staff member or University capacity to complete work. For example,
- a staff member using inappropriate language in meetings or communications
 - timely completion of work
 - not demonstrating expected safety or technical expertise or attention to detail
- 32.4 Verbal Warning (confirmed in writing)**
A verbal warning is given by an immediate supervisor where a staff member
- does not respond to the reprimand, or
 - is consistently below accepted standards of performance or behaviour
 - o in a single part of their role with a minor impact on the staff member's, a colleague's or University performance, or
 - o through repeated minor incidents in a single area e.g. safety, timekeeping, absenteeism, breach of policy or the University rules
- 32.5 Written Warning**
A written warning is given by a where a staff member

- does not achieve satisfactory improvement within the specified time after a verbal warning; or
- is not achieving accepted standards of performance or behaviour in a significant part of their role with an impact on the staff member's, a colleague's or University performance
- has a significant incident(s) that impacts on the capacity to achieve outcomes for the staff member and other staff members

32.6 Final Warning

A final warning is given where a staff member

- does not achieve satisfactory improvement within the specified time after a written warning; or
- is not achieving accepted standards of performance or behaviour in a major part of their role with significant impact on staff member or University safety or performance
- has a major incident that prevent achievement of outcomes for them and other staff members
- breaches the code of conduct

32.7 Dismissal or alternatives to dismissal

A dismissal or an alternative to dismissal is used where a staff member

- does not achieve satisfactory improvement within the specified time after a final warning
- is guilty of misconduct including but not limited to
 - dishonesty as a staff member (theft, fraud etc)
 - serious breach of our code of conduct
 - gross safety violation
 - disobedience of lawful and reasonable instructions
 - neglect of duty
 - serious or repeated harassment or bullying
 - assault in the workplace
 - serious breach of company procedure

Alternatives to dismissal are

- suspension without pay
- demotion (reduction in classification, position, grade or pay)

32.8 Procedural fairness

Before deciding to take disciplinary action the University will

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

32.8.1 Where the staff member

- admits to the allegations in full the University may take disciplinary action after considering any mitigating factors raised in the response.
- denies the allegations in full the University will consider the response and investigate issues raised in defence of the allegations before deciding whether to take disciplinary action
- admits to part of the allegations and denies part of the allegations the University will consider the response and may decide to
 - take disciplinary action in relation to the portion(s) of the allegations admitted to by the staff member after considering any mitigating factors raised in the response; or
 - investigate issues raised in defence of the allegations before deciding on whether to take disciplinary action
- does not provide a response the University may take disciplinary action.

32.9 Advice of disciplinary action

Where the University takes disciplinary action the written advice to the staff member will contain the

- level of disciplinary action taken,
- reason for the disciplinary action, and
- operative date for the disciplinary action

32.10 Record Keeping

Reprimands usually occur in an informal setting and are recorded subsequently either as a diary note or as a file note by the supervisor or manager and kept, by them, for future reference if performance does not improve.

Verbal, Written and Final Warnings are normally given in the context of a performance recovery meeting and are recorded in a formal letter and a copy kept by the supervisor or manager for future reference if performance does not improve. The original is filed on the staff member's personnel file and a copy given to the staff member.

33 Notice Periods for Termination by the University

33.1 Where, the Vice-Chancellor has confirmed a decision to terminate the employment of a staff member, notice or payment in lieu of notice will be as provided in this subclause.

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

| Period of continuous service | Period of notice |
|--|------------------|
| 1 year or less | 1 week |
| Over 1 year and up to the completion of 3 years | 2 weeks |
| Over 3 years and up to the completion of 5 years | 3 weeks |
| Over 5 years of completed service | 4 weeks |

33.3 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.

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

33.5 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.

33.6 Nothing in this clause prevents the Vice-Chancellor from terminating the employment of a staff member without notice where the Vice-Chancellor considers the actions or behaviour of a staff member has repudiated the contract of employment.

34 Notice Periods for Termination by Staff

34.1 Staff other than casual staff must give four weeks' notice of termination by resignation or such greater notice period provided for in their employment contract. The University may, in its discretion, elect to make a payment to the staff member equal to their salary in lieu of any period of notice, or the unexpired part of any period of notice. If the University does so, the staff member's employment terminates on the date the University notified the staff member of this election.

35 Redundancy

35.1 Application

This clause applies to a continuing staff member and not to casual staff or staff who are on fixed-term or reversionary appointments.

Definition

35.2 '**Redundant position**' means a position that is identified as surplus to the University's requirements for reasons of an economic, technological, structural or similar nature.

Provision of information and consultation

35.3 Where the University has decided to make redundant the positions of one or more staff, it will consult with affected staff about measures to mitigate any negative consequences of the change. Such measures may include natural attrition, voluntary separation, 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.

35.4 Following the discussions with the affected staff, the University will decide which measures will be pursued.

Voluntary separation

35.5 A staff member(s), who has been provided with information as required under paragraph 35.7, will have 6 weeks to apply for voluntary separation.

35.6 The Vice-Chancellor will inform the staff member whether the application is approved, normally within 5 working days. 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.

Voluntary separation benefit

35.7 For the purposes of this subclause 'pay' means current base salary.

- (a) The amount paid for voluntary separation will consist of the following components:
 - (i) a lump sum of 12 weeks pay
 - (ii) severance pay at the rate of 3 weeks pay for each completed year of service for the first 10 years of service
 - (iii) for each year of service thereafter severance pay at the rate of 2 weeks pay for each completed year of service
 - (iv) the total amount of payment under (a), (b) and (c) above shall not in total exceed payment equivalent to 66 weeks pay
 - (v) entitlements in the form of accrued annual leave and long service leave.
- (b) The final date of employment will be determined by the staff member's supervisor in consultation with the staff member.
- (c) All payments under this subclause will be calculated on the basis of the staff member's average proportion of full-time employment over his/her last five years of service or his/her proportion of full-time employment at the date of cessation of employment, whichever is the greater.
- (d) The benefits under 35.7 (a) are in lieu of any notice period, access to a scheme of redeployment or other redundancy benefit.

Retrenchment

35.8 Following the close of the period for application referred to in 35.5, the Vice-Chancellor may formally advise in writing any staff member who has not applied for voluntary separation that the staff member occupies a position deemed to be surplus to the requirements of the University and that their employment will be terminated in accordance with this clause. Such a termination is referred to as a "retrenchment".

35.9 Benefits on retrenchment

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

Leave and expenses

35.10 A staff member who is retrenched will be entitled to reasonable leave with full pay to attend necessary employment interviews. Where expenses to attend such interviews are not met by the prospective employer, the staff member will be entitled to reasonable travel and other incidental expenses incurred in attending such interviews as determined by the University.

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

36 Separation from Employment on Medical Grounds

36.1 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.

36.2 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, at the expense of the University. The University will choose a medical practitioner to

conduct the medical examination. The Vice-Chancellor will provide a staff member with written notice that a medical examination is required.

36.3 If the staff member provides the Vice-Chancellor with evidence of an application to their superannuation fund for ill-health retirement or temporary disability benefit and co-operates with the superannuation fund in the processing of the application, the requirement for a medical examination will be suspended. The Vice-Chancellor will take no further action until such time as the superannuation fund has reached a decision on the application.

36.4 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 require the staff member to attend a medical examination.

Medical report

36.5 Where a medical examination is sought by the University, 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 and to the staff member. The staff member will also be advised 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.

36.6 Notwithstanding the provisions of subclause 36.5, where a staff member has been continually absent from employment on account of a medical condition which has been the subject of examination under subclause 36.5, and the absence has been for a period of not less than two years, the University may terminate the staff member's employment with six month's notice or pay in lieu thereof.

Separation from employment

36.7 If the medical examination report 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 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.

36.8 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.

36.9 Failure by a staff member to undergo a medical examination may be regarded 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 subclause 36.7. 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.

36.10 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.

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

.....

Full name:

Professor Ross Milbourne.....

Address:

University of Technology Sydney

PO Box 123

Broadway NSW 2007

Authority to sign:

Vice-Chancellor.....

In the presence of

Professor Peter Booth

Dated

.....

Signed for and on behalf of the
Senior Staff Group Employees

.....

Full name:

.....

Address:

University of Technology Sydney

PO Box 123

Broadway NSW 2007

Authority to sign:

Staff member.....

In the presence of

.....

Dated

.....

Schedule One

Annual Salary Rates

| Classification | Min Salary Apr-13 | Min Salary Apr-14 | Min Salary Apr-15 | Min Salary Apr-16 |
|---------------------------|-------------------|-------------------|-------------------|-------------------|
| Senior Staff Specialist 1 | \$106,217 | \$108,872 | \$111,594 | \$114,384 |
| Senior Staff Specialist 2 | \$123,811 | \$126,906 | \$130,079 | \$133,331 |
| Senior Staff Specialist 3 | \$142,383 | \$145,943 | \$149,591 | \$153,331 |

| Classification | Min salary Apr-13 | Min Salary Apr-14 | Min Salary Apr-15 | Min Salary Apr-16 |
|----------------------|-------------------|-------------------|-------------------|-------------------|
| Senior Staff Group 1 | \$106,161 | \$108,815 | \$111,535 | \$114,324 |
| Senior Staff Group 2 | \$127,186 | \$130,366 | \$133,625 | \$136,965 |
| Senior Staff Group 3 | \$151,644 | \$155,435 | \$159,321 | \$163,304 |
| Senior Staff Group 4 | \$180,286 | \$184,793 | \$189,413 | \$194,148 |

Casual Hourly Rates

| Classification | Min Salary Apr-13 | Min Salary Apr-14 | Min Salary Apr-15 | Min Salary Apr-16 |
|---------------------------|-------------------|-------------------|-------------------|-------------------|
| Senior Staff Specialist 1 | \$72.70 | \$74.52 | \$76.38 | \$78.29 |
| Senior Staff Specialist 2 | \$84.74 | \$86.86 | \$89.03 | \$91.26 |
| Senior Staff Specialist 3 | \$97.45 | \$99.89 | \$102.39 | \$104.95 |

| Classification | Min salary Apr-13 | Min Salary Apr-14 | Min Salary Apr-15 | Min Salary Apr-16 |
|----------------------|-------------------|-------------------|-------------------|-------------------|
| Senior Staff Group 1 | \$72.66 | \$74.48 | \$76.34 | \$78.25 |
| Senior Staff Group 2 | \$87.05 | \$89.23 | \$91.46 | \$93.75 |
| Senior Staff Group 3 | \$103.79 | \$106.39 | \$109.05 | \$111.77 |
| Senior Staff Group 4 | \$123.40 | \$126.48 | \$129.64 | \$132.88 |

Casual rates are calculated by dividing the annual rate by 52.18/35+25% loading