National Tertiary Education Union
NSW Division

University of Technology Sydney

STAFF AGREEMENT 2025

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

DECISION

Fair Work Act 2009
s.185 - Application for approval of a single-enterprise agreement

University of Technology Sydney
(AG2026/2437)

UNIVERSITY OF TECHNOLOGY SYDNEY STAFF AGREEMENT 2025

Educational services

COMMISSIONER SLOAN SYDNEY, 18 SEPTEMBER 2026

Application for approval of the University of Technology Sydney Staff Agreement 2025

[1] University of Technology Sydney has applied for approval of a single enterprise agreement known as the *University of Technology Sydney Staff Agreement 2025* (**Agreement**). The application is made under section 185 of the *Fair Work Act 2009* (**Act**).

[2] Having regard to the undertakings and the material in the application and accompanying declaration, I am satisfied that each of the requirements of sections 186, 187 and 188 of the Act as are relevant to the application have been met.

[3] The Community and Public Sector Union (**CPSU**) and the National Tertiary Education Industry Union (**NTEU**) were bargaining representatives for the Agreement. They support approval of the Agreement. They have each given notice under section 183 of the Act that they want the Agreement to cover them. As required by section 201(2) of the Act, I note that the Agreement covers the CPSU and the NTEU.

[4] The Agreement is approved. In accordance with section 54 of the Act, the Agreement will operate from 25 September 2026. The nominal expiry date of the Agreement is 1 September 2029.

COMMISSIONER

Printed by authority of the Commonwealth Government Printer

<AE534142 PR814528>

1 Title

This Agreement will be known as the *University of Technology Sydney Staff Agreement 2025*.

2 Arrangement

1 Title 1
2 Arrangement 1
PART A – OPERATION OF THE AGREEMENT 5
3 Definitions 5
4 Relationship With Legislation, Awards and Certified Agreements 6
5 Application 7
6 No Further Claims 7
7 Length of the Agreement 8
8 Individual Flexibility Arrangements 8
9 Representation 9
10 Union Rights 9
11 Joint Consultation Committee (JCC) 10
12 Dispute Settling Procedure 11
13 Staff Complaints 12
PART B – GENERAL CONDITIONS 16
14 Contract of Employment 16
15 Type of Employment 16
16 Probation 17
17 Workplanning and Review 19
18 Requests for Flexible Working Arrangements 20
19 Provision of Personal Information 22
20 Academic Freedom and Freedom of Expression 23
21 Artificial Intelligence (AI) 23
22 Right to Disconnect 24
23 Absence From Duty 24
24 Resignation 24
25 Termination of Employment 25
PART C – APPOINTMENT CATEGORIES 27
26 Multiple Appointment Limitations 27
27 Continuing Appointment 27
28 Fixed-term Appointment 27
29 Casual Appointment 31
30 Contract Research Employment (CRE) 33
PART D – SALARIES AND RELATED MATTERS 36
31 Rates of Pay and Pay Increases 36
32 Superannuation 37
33 Higher Duties, Additional Duties and Secondments 38
34 First Aid Allowance 38
35 Repayment of Monies 39
PART E – DIVERSITY AND INCLUSION 41
36 Promoting Diversity and Inclusion 41
37 Dignity and Respect at Work 41
PART F – INDIGENOUS EMPLOYMENT AND RELATED MATTERS 44
38 Indigenous Employment, Capability Contribution and Professional Development 44
PART G – LEAVE AND RELATED MATTERS 49
39 Public Holidays 49
40 Annual Leave 49

41 Christmas–New Year Leave 50
42 Sick Leave 50
43 Personal Leave 52
44 Gender Affirmation Leave 54
45 Long Service Leave 54
46 Leave Without Pay 56
47 Parental Leave 56
48 Community Leave 60
49 Special Paid Leave for Casual Staff 62
50 Domestic or Sexual Violence Leave 62
PART H – DISCIPLINE MATTERS 65
51 Unsatisfactory Performance 65
52 Misconduct and Serious Misconduct 66
53 Disciplinary Action 67
PART I – CHANGE MANAGEMENT 72
54 Managing Workplace Change 72
55 Major Workplace Change 74
56 Placements 76
57 Voluntary Separation 77
58 Redeployment 78
59 Retrenchment 80
60 Redundancy Review 80
PART J – MANAGING ILL HEALTH OR INJURY 84
61 Independent Medical Examination (IME) 84
62 Separation from Employment on Medical Grounds 84
PART K – MATTERS SPECIFIC TO ACADEMIC POSITIONS 88
63 Development of Faculty Workload Guidelines 88
64 Variation of Faculty Workload Guidelines 89
65 Components of a Faculty Workload Guideline 90
66 Individual Workload Allocation 90
67 Review of Individual Workload Allocation 93
68 Minimum Level of Appointment 94
69 Incremental Progression Within Classifications Levels 94
70 Progression From Classification Level A to Level B 94
71 Academic Promotion 95
72 Professional Experience Program (PEP) 95
73 Casual Academic Staff 96
PART L – MATTERS SPECIFIC TO PROFESSIONAL POSITIONS 100
74 Ordinary Hours of Work 100
75 Breaks 100
76 Professional Workload Allocation 100
77 Review of Professional Workload Allocation 101
78 Flexitime 102
79 Rostered Day Off (RDO) 102
80 Shiftwork 103
81 Overtime 104
82 On-Call Allowance and Rate of Pay 106
83 Travel Allowances and Reimbursement 107
84 Professional Staff Career Development 107
85 Position Descriptions, Classification and Evaluation 108
86 Incremental Progression Within Classification Levels 109
87 Broadbanding 109

88 CASUAL PROFESSIONAL STAFF 111
SCHEDULE 1: ACADEMIC BASE RATE OF PAY – CONTINUING & FIXED-TERM (FULL-TIME) 113
SCHEDULE 2: ACADEMIC ACTIVITY DESCRIPTORS & CASUAL RATES OF PAY 114
SCHEDULE 3: PROFESSIONAL BASE RATE OF PAY – CONTINUING & FIXED-TERM (FULL-TIME) 121
SCHEDULE 4: APPRENTICE BASE RATE OF PAY – FIXED-TERM (FULL-TIME) 123
SCHEDULE 5: PROFESSIONAL CASUAL RATES OF PAY 125
SCHEDULE 6: MINIMUM STANDARDS FOR ACADEMIC LEVELS (MSALS) 127
SCHEDULE 7: PROFESSIONAL CLASSIFICATION DESCRIPTORS 130
SCHEDULE 8: WORKPLACE DELEGATES 141
SIGNATURES 143

Part A

Operation of the Agreement

PART A – OPERATION OF THE AGREEMENT

3 DEFINITIONS

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

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

3.3. **'ATO'** refers to the Australian Tax Office.

3.4. **'Base rate of pay'** means the rate of pay payable to the staff member for their ordinary hours of work, but not including incentive-based payments and bonuses, loadings, allowances, overtime or penalty rates and any other separately identifiable amounts.

3.5. **'Chief Operating Officer'** means the person appointed as such to be the Chief Operating Officer of the University and includes anyone fulfilling that role on a temporary basis, or any nominee of the Chief Operating Officer.

3.6. **'Consultation'** means providing affected staff and their representatives with relevant information about a proposed change, inviting and considering their feedback before a final decision is made. Consultation does not require agreement but requires that feedback is genuinely considered.

3.7. **'CRE'** means Contract Research Employment, being a distinct category of contingent continuing employment for academic or professional staff performing externally funded research-only work.

3.8. **'Dean'** means the head of the academic unit, usually a Faculty and includes the Dean of the University Graduate School and Institute Directors.

3.9. **'Director'** means the person appointed as such to be the Director of a Unit of the University or equivalent (such as Chief, Executive Director or Pro Vice-Chancellor) and includes anyone fulfilling that role on a temporary basis, or any nominee of the Director.

3.10. **'Eligible service'** means a staff member's period of continuous service with the University up to the date of termination, with completed years of eligible service determined in accordance with this Agreement.

3.11. **'FTE'** means full-time equivalent.

3.12. **'FW Act'** means the *Fair Work Act 2009 (Cth)*, as amended from time to time.

3.13. **'FWC'** refers to Fair Work Commission.

3.14. **'Indigenous Australian'** means a person who is of Aboriginal and/or Torres Strait Islander descent, identifies as an Aboriginal and/or Torres Strait Islander, and is recognised by the Indigenous community in which they live as an Aboriginal and/or Torres Strait Islander.

3.15. **'Medical certificate'** means a certificate issued by a person registered or licensed as a practising medical practitioner and the certificate is issued in respect of the area of practice in which the practitioner is registered or licensed.

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

3.17. **'Ordinary rate of pay'** means the base rate of pay plus any contractual loadings or allowances. For clarity, the ordinary rate of pay does not include on-call allowances, travel allowances or first aid allowances provided by this Agreement.

3.18. **'Parties'** to this Agreement means the University, its staff covered by this Agreement and the Unions.

3.19. **'Policy'** means a documented University Policy or Directive as appropriate under the University policy framework.

3.20. **'Representative'** means a person who is chosen by the staff member to assist or represent them, who may be a staff member (including a workplace delegate) or a Union but who is not a barrister or solicitor in private practice.

3.21. **'Reproductive health'** means health matters relating to the reproductive system for all people, including fertility (all genders), pregnancy, menopause, menstruation, pregnancy loss, sexual and reproductive function, and related conditions, screening or treatments.

3.22. **'Shiftworker'** means a professional staff member who performs their work according to an allocated shift roster, and their span of hours extends beyond 7:00am to 7:00pm Monday to Friday. Rostered shifts may fall on weekends or public holidays.

3.23. **'Staff'** or **'staff member'** means one or more UTS staff members covered by this Agreement.

3.24. **'Supervisor'** means the person that the staff member reports to. In matters involving a perceived or actual conflict of interest for the staff member's nominated supervisor, or in other matters in relation to which the University considers it appropriate, a reference to a supervisor means a supervisor's supervisor or the person designated by the University to be the staff member's supervisor.

3.25. **'Support person'** means a person nominated by a staff member who provides 'support' to the staff member in the context of a University process.

3.26. **'24/7 shiftworker'** means a professional staff member who is regularly rostered to work on weekends and public holidays, and shifts are continuously rostered 24 hours a day, seven days a week.

3.27. **'Union'** or **'Unions'** in this Agreement means and refers to the CPSU, Community and Public Sector Union (SPSF Group), NSW Branch (CPSU) and/or the NTEU, National Tertiary Education Industry Union (NTEU).

3.28. **'Union Representative'** means a staff member appointed as a representative by the CPSU, Community and Public Sector Union (SPSF Group), NSW Branch (CPSU) and/or the NTEU, National Tertiary Education Industry Union (NTEU).

3.29. **'University'** or **'UTS'** means the University of Technology Sydney as the employer.

3.30. **'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.

3.31. **'Years of service'** means a staff member's period of continuous service with the University up to the relevant date. For the avoidance of doubt, prior periods of employment with the University that are separated by a break in service do not count towards years of service, unless otherwise expressly provided in this Agreement.

4 Relationship With Legislation, Awards and Certified Agreements

4.1. This Agreement operates subject to Chapter 2 (Terms and conditions of employment) of the FW Act to provide terms and conditions for UTS staff covered by the Agreement.

4.2. This Agreement will be read and interpreted in conjunction with the NES. Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

4.3. The University and staff must comply with all applicable legislation, regulations and statutory requirements, including work health and safety obligations. Nothing in this Agreement limits or detracts from those obligations.

4.4. Any references to work health and safety within this Agreement are to be read consistently with the University's obligations under applicable WHS legislation and do not expand, limit or create new duties beyond those imposed by law.

4.5. This Agreement is made pursuant to Section 182 of the FW Act and rescinds and replaces the *University of Technology Sydney Staff Agreement 2021*.

4.6. The relevant modern award for the purposes of applying the better-off-overall test to this Agreement is the *Higher Education Industry—General Staff—Award 2020* (for professional staff) or the *Higher Education Industry—Academic Staff—Award 2020* (for academic staff).

4.7. To the extent that there is an inconsistency between the relevant modern award and this Agreement, and the Agreement provides a greater benefit, the terms of this Agreement will apply.

4.8. This Agreement does not affect or impede the use or application of any supported wage system for staff with disabilities established by the Federal Government.

4.9. No Policy, Procedure, Guideline, or other University document referred to in this Agreement will be taken as incorporated as a term of this Agreement. For clarity, if there is any inconsistency between a policy, procedure, guideline or any other source and an express term of this Agreement, the express terms of this Agreement prevail.

5 APPLICATION

5.1. This Agreement covers and is binding upon the University and its staff appointed to positions classified as follows:

(a) Academic Level A – Level E; and

(b) Professional HEW1 – HEW10.

5.2. **Part K** (Matters Specific to Academic Positions) of this Agreement applies to staff appointed to positions classified as Academic Level A – Level E only.

5.3. **Part L** (Matters Specific to Professional Positions) of this Agreement applies to staff appointment to positions classified as Professional HEW1 – HEW10 only.

5.4. This Agreement does not apply to UTS staff appointed to positions covered by the *University of Technology Sydney Senior Staff Group Agreement 2013* or Senior Executive Group comprising of the Vice-Chancellor, Deputy-Vice Chancellor, and Chief Operating Officer.

5.5. This Agreement has been negotiated between the CPSU, the NTEU and the University.

6 NO FURTHER CLAIMS

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

7 LENGTH OF THE AGREEMENT

7.1. The operative date of this Agreement is seven days after approval by the Fair Work Commission and the nominal expiry date is **1 September 2029**.

7.2. The parties to the Agreement will commence discussions for a replacement Agreement no earlier than three months prior to the nominal expiry date of this Agreement.

7.3. The Agreement and all terms contained will continue to apply beyond the nominal expiry date until renegotiated, agreed and approved in accordance with the FW Act.

8 INDIVIDUAL FLEXIBILITY ARRANGEMENTS

8.1. The University and a staff member covered by this Agreement may enter into an Individual Flexibility Arrangement to vary the effect of sub-clause 40.9 (Purchased Leave), provided that:

(a) the arrangement is genuinely agreed to by the University and the staff member;

(b) the arrangement meets the genuine needs of the University and the staff member;

(c) the purchased leave is funded through a proportional reduction in the staff member's base rate of pay, annualised over the period of the arrangement; and

(d) the arrangement specifies the period during which the purchased leave will accrue and be taken.

8.2. The University must ensure that the terms of the individual flexibility arrangement:

(a) are about permitted matters under section 172 of the FW Act; and

(b) are not unlawful terms under section 194 of the FW Act; and

(c) result in the staff member being better off overall than the staff member would be if no arrangement was made.

8.3. The University will ensure that the individual flexibility arrangement:

(a) is in writing; and

(b) includes the name of the University and the staff member; and

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

(d) includes details of:

i. the terms of the Agreement that will be varied by the arrangement; and

ii. how the arrangement will vary the effect of the terms; and

iii. how the staff member will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and

(e) states the day on which the arrangement commences; and

(f) describes how the arrangement can be terminated.

8.4. The University will provide the staff member with a copy of the individual flexibility arrangement within 14 days after it is agreed to.

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

(a) by giving no more than 28 days written notice to the other party to the arrangement; or

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

9 REPRESENTATION

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

10 UNION RIGHTS

Principles

10.1. The University recognises that Unions are a legitimate representative of staff.

10.2. This Clause applies in addition to the workplace delegates rights as set out in Schedule 8.

Union Communications

10.3. Where University-wide onboarding activities for new staff are conducted, the Unions will be invited to attend and provided with the opportunity to have an information booth at the event.

10.4. The University's staff onboarding portal will contain links to the NTEU and CPSU websites.

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

10.6. The Branch President of the NTEU or CPSU may access the University's staff directory for the purposes of finding the contact details of and communicating with University staff for Union business.

10.7. A staff member appointed as a Union Representative may use their UTS staff email and UTS meeting rooms for the purposes of communication with other UTS staff members about Union matters.

Union Activities

10.8. A staff member appointed as a Union Representative will be allowed reasonable paid time, consistent with the operational needs of the staff member's work unit, and will be considered to be on duty for the conduct of Union activities.

10.9. The Branch President of the NTEU and the CPSU will be provided with recognition of their Union activities in their workload allocation to a maximum of 20%. The Branch President may allocate this workload to a nominee, in whole or in part (for example, shared between the Branch President and nominee), provided that the total allocation does not exceed 20%.

10.10. For clarity, the allocation referred to in sub-clause 10.9 relates to general Union activities in accordance with sub-clause 10.8 and is separate from, and does not include, time spent participating in the Joint Consultation Committee under Clause 11 or other University committees in the staff member's capacity as a Union Representative.

10.11. A staff member appointed as a Union Representative may take up to 10 days paid leave per calendar year (pro-rata in the case of part-time or part-year staff) to attend Union training or conferences. This leave is not cumulative and is in addition to other forms of leave specified in this Agreement.

10.12. A staff member appointed as a Union Representative will be considered on duty if they are required to attend an industrial tribunal or court as a participant or witness where the University is a party to the proceedings.

10.13. A staff member may ask the University to deduct Union membership fees from their pay. The University will not charge the staff member for any such deductions. This arrangement may be terminated by either the staff member or the Union by two weeks written notice to the University.

10.14. The University may agree to the secondment of a staff member to the staff member's Union for up to six months in the first instance, and if agreed, for a further period of up to 12 months. The Union will meet all costs associated with the secondment (including salary, superannuation and salary on-costs) and any such secondment will not break the staff member's continuity of service with the University.

11 JOINT CONSULTATION COMMITTEE (JCC)

Principles

11.1. The University will establish and maintain a Joint Consultation Committee (JCC) comprising management representatives and nominated representatives of the NTEU and CPSU.

11.2. The purpose of the JCC is to provide a structured forum for consultation, monitoring, and discussion on matters affecting staff and the implementation of this Agreement. The JCC supports transparency, shared understanding, and continuous improvement in the University's employment practices.

11.3. The JCC will:

(a) consider matters relating to the implementation and monitoring of this Agreement;

(b) provide a forum for consultation on workplace change, policy development, University-wide initiatives, and AI-related matters;

(c) discuss the interpretation and operation of Clauses of this Agreement; and

(d) exchange information and discuss emerging workforce issues, including workload matters.

Meeting Frequency

11.4. The JCC will meet every two months, or more frequently as agreed.

Reporting

11.5. Reporting items required under the former EA Implementation Committee will be provided to the JCC every second meeting.

11.6. These reporting items include:

(a) workforce profile data by FTE, classification (academic and professional), and appointment category (i.e. continuing, fixed-term, CRE, and casual);

(b) fixed-term appointment data by FTE, reason for appointment, and classification (academic and professional);

(c) FTE of staff who identify as Indigenous Australian, by classification (academic and professional) and appointment category (i.e. continuing, fixed-term and CRE). Data will reflect voluntary, self-reported information recorded in University systems;

(d) FTE of staff with annual leave balances exceeding 30 days, reported by organisational area;

(e) the University's aggregated expenditure on staff development, reported at least twice annually.

11.7. The reporting items set out above represent the core data to be provided to the JCC. The University will consider reasonable requests from Unions, made through the JCC, for additional reporting and will provide such information where reasonably practicable.

Membership

11.8. Membership of the JCC will comprise:

(a) up to 6 University Committee Members, including where appropriate a senior University leader;

(b) up to 3 Union Committee Members nominated by the NTEU; and

(c) up to 3 Union Committee Members nominated by the CPSU.

11.9. The University will consult with unions in relation to the appointment of the Chair of the JCC, with the final decision made by the University.

11.10. The University will distribute meeting agendas and action items to JCC members.

Other Matters

11.11. Matters being managed in accordance with Clause 12 (Dispute Settling Procedure) and individual staff matters will not be considered by the JCC.

11.12. Members will be provided reasonable paid time during working hours to prepare for and attend JCC meetings, and to attend to administrative matters on behalf of the JCC.

12 DISPUTE SETTLING PROCEDURE

Principles

12.1. The following dispute settling procedure must be followed to settle a dispute about the interpretation, application or operation of any provision of this Agreement or in relation to the NES.

12.2. Any reference to a staff member in this Clause may include more than one staff member.

12.3. Until the steps in sub-clause 12.7 - 12.11 have been concluded:

(a) work will continue in the normal manner;

(b) the University will not change work, staffing or the organisation of work, if such action is the subject of the dispute; and

(c) the parties to the dispute will not take any action likely to exacerbate the dispute.

12.4. Nothing in sub-clause 12.3 above will prevent the termination of a staff member's employment as provided by Clause 25.

12.5. Where a genuine occupational hazard is involved, staff will not be required to work in an unsafe environment and will undertake suitable alternative duties until the issue is resolved.

12.6. Where the University agrees there is an error in a staff member's position classification, appointment category, base pay rate or other entitlement under this Agreement, it will be remedied by the University as soon as possible after it is identified.

Notification of Dispute

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

First Dispute Meeting

12.8. The staff member and/or the Union and representatives of the University will meet within five working days of the dispute notification to try to resolve the dispute, unless the parties agree in writing to a different timeframe.

12.9. Where a dispute is not resolved following the procedure in sub-clause 12.8, the parties will have five working days to consider if there would be utility in a second dispute meeting. If either party does not believe there would be utility in a further meeting to try to resolve the matter, the dispute may be referred to the FWC in accordance with sub-clause 12.11.

Second Dispute Meeting

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

Referral of Dispute to the FWC

12.11. Where a dispute is not resolved following the procedures in sub-clause 12.7 - 12.10, the dispute may be referred by either the staff member or the Union or the University to the FWC for resolution by mediation and/or conciliation, or where mediation or conciliation does not resolve the dispute, by arbitration. Any such referral to the FWC must be done within four weeks of the second dispute meeting referred to in sub-clause 12.10 (or within five weeks of the first dispute meeting in the absence of a second dispute meeting).

12.12. If an application for arbitration is made, the FWC may exercise any of its powers under the FW Act. The decision of the FWC will be implemented by the parties, subject to either party exercising a right of appeal against a decision of the FWC.

13 STAFF COMPLAINTS

Definitions

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

13.2. **'Complainant'** means the staff member(s) raising the complaint.

13.3. **'Respondent'** means one or more persons who are the subject of the complainant's complaint.

Principles

13.4. UTS is committed to providing a productive, respectful and harmonious work environment but acknowledges that issues may arise from time to time. The University's *Staff Complaints Policy* and the *Staff Complaints Resolution Procedure* outline how complaints are supported and managed at UTS.

13.5. Complaints should be dealt with promptly and resolved as close to the source as possible, having regard to the seriousness and nature of the complaint.

13.6. Complaints should be raised in a timely manner. Complaints that are raised more than three months after the issue occurred will only be dealt with by the University in exceptional circumstances.

13.7. Complaints will be managed sensitively and with appropriate confidentiality for the parties concerned.

13.8. Staff involved in raising, responding to and managing a complaint should work constructively towards reaching a timely resolution of the issues, with minimal disruption to University operations.

13.9. Complainants and respondents may be accompanied by a support person of their choice at any meeting where a complaint is to be discussed.

13.10. Malicious or vexatious complaints may be treated as a matter of misconduct in accordance with Clause 52 (Misconduct and Serious Misconduct).

13.11. If a supervisor forms the opinion that the complaint is of a potentially criminal nature, then the complaint will be referred to the Executive Director, People and Culture (or nominee), who will determine whether the police should be notified.

Initial Steps

13.12. The staff member will first raise their complaint directly with the person concerned. If this is not appropriate, the staff member will submit their written complaint to their supervisor. If the complaint concerns the staff member's supervisor, the staff member will submit their written complaint to the supervisor's supervisor. If the supervisor's supervisor is also involved in the complaint, the staff member may submit their written complaint directly to the People Unit.

Requirements for a Written Complaint

13.13. A written complaint must include:

(a) specific details of the issue (what occurred, when it occurred, and who was involved);

(b) any evidence that supports the complaint or assists with any investigation; and

(c) the resolution sought.

Response

13.14. The person responsible for managing the complaint will take reasonable steps to resolve the matter within 10 working days of receiving the written complaint. They will request a meeting with the complainant or other staff to assist in resolving the matter. If the complainant does not wish to meet, the matter will be managed through written communication only.

Escalation

13.15. If the complaint is not resolved at the level where it is being managed and the staff member wishes to proceed, they must escalate the written complaint to the next-level manager within 10 working days, unless the People Unit is already managing the matter.

13.16. Complaints managed by the People Unit (whether referred after sub-clauses 13.12 - 13.15 or managed by the People Unit from the outset) will be acknowledged in writing and recorded, assessed within 10 working days, and progressed to resolution or further management (which may include an internal or external investigation). The parties will be advised of the next steps.

External Avenues

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

Excluded Complaints

13.18. Complaints involving gender-based violence will not be addressed under this Clause and will be managed in accordance with the University's *Gender-based Violence Prevention and Response Policy* and the *Gender-based Violence Response Procedure* and Clause 52 (Misconduct and Serious Misconduct).

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

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

13.21. The conduct of a staff member which could constitute unsatisfactory performance, misconduct or serious misconduct will be dealt with in accordance with Clause 51 (Unsatisfactory Performance) or Clause 52 (Misconduct and Serious Misconduct).

Part B

General Conditions

PART B – GENERAL CONDITIONS

14 CONTRACT OF EMPLOYMENT

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

15 TYPE OF EMPLOYMENT

Full-time employment

15.1. Full-time employment means all employment other than part-time or part-year employment. A staff member employed on a full-time basis will be required to work 35 hours a week and will be paid the full-time base rate of pay in accordance with **Schedule 1** or **Schedule 3** of this Agreement.

15.2. A staff member may be employed full-time on either a continuing, fixed-term or CRE basis.

Part-time employment

15.3. Part-time employment means employment for a specified period of time less than 35 hours a week.

15.4. A staff member may be employed part-time on either a continuing, fixed-term or CRE basis.

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

Part-year employment

15.6. Part-year employment means employment for a specified period during the year, including a teaching session as set out in the University calendar or other timetable.

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

15.8. At the beginning of each calendar year, the University and the staff member will document the agreed work pattern for that year. The agreed work pattern may be changed by agreement between the supervisor and the staff member, having regard to the staff member's leave plans.

15.9. When the staff member is not required to perform work during parts of the calendar year, their employment will continue. The staff member will be regarded as on a leave of absence without pay during these periods. These periods will not count as service for any purpose and are not periods during which paid leave may be taken, but they will not break continuity of service.

15.10. For the periods of work for which they are engaged, part-year staff members will receive the base rate of pay and non-salary conditions applicable to a full-time appointment, calculated on a pro-rata basis.

15.11. Paid leave (including annual leave, long service leave and sick leave) will accrue based on hours worked. Leave may only be taken during the periods of the year in which the part-year staff member is engaged to work.

15.12. Part-year staff members will be entitled to the benefit of all public holidays, and the University's Christmas–New Year leave, that fall on days on which they would normally work during the periods of the year for which they are engaged to work.

16 PROBATION

16.1. The provisions of this Clause apply to continuing, fixed-term and CRE staff members.

16.2. A staff member will be subject to a probation period from the commencement of their employment. The relevant probation period is set out in sub-clause 16.4. During this period, the staff member's suitability for the position and employment with the University will be assessed.

16.3. The probation period will be served once, unless there is a break in continuous service or the staff member is appointed to a role that is not the same or substantially similar to their previous position.

16.4. Probation periods are outlined in the table below. The duration will typically reflect the maximum period permitted.

Classification	Probation period
Academic Level A – B	Up to 24 months
Academic Level C	Up to 18 months
Academic Level D – E	Up to 12 months
Professional HEW8 – HEW10	Up to 12 months
Professional HEW1 – HEW7	Up to six months

16.5. Within the first four weeks of a staff member's commencement of employment, the supervisor and the staff member will meet to discuss the standard of performance that is to be met during the probationary period. This will involve the supervisor and the staff member participating in a workplanning discussion to agree and document planned activities and performance expectations.

16.6. Informal progress reviews will occur regularly throughout the probationary period and will provide both the supervisor and the staff member with an opportunity to discuss any performance or conduct concerns. The staff member will be given an opportunity to respond to any concerns and will be given sufficient opportunity and appropriate support to remedy the issues discussed.

16.7. Formal progress reviews will occur throughout the probationary period and in line with the University's annual Workplanning and Review cycle (as relevant), with the final formal review to occur at least six weeks prior to the expiration of the probationary period.

Probation outcomes

16.8. The supervisor will undertake a final probation review meeting and advise the staff member of their recommendation on the outcome of the probation process at least six weeks prior to the expiration of the probationary period. The supervisor will:

(a) recommend that the staff member is confirmed in the position; or

(b) if performance or conduct concerns have been identified but not resolved, the supervisor may make a recommendation to terminate the staff member's employment at any time during the probationary period, provided that:

i. the supervisor has complied with sub-clause 16.6; and

ii. if the concerns relate to performance, the staff member has served at least half of probationary period in order to have had a reasonable period to demonstrate performance.

16.9. Where the supervisor's recommendation is to terminate the staff member's employment, the supervisor will provide a written report to the Vice-Chancellor (or nominee) setting out the reasons for the recommendation.

16.10. The Vice-Chancellor (or nominee) will consider the recommendation, and if approved, the staff member's employment will be terminated.

Notice periods

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

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

Appeal process

16.12. A staff member who has served more than 12 months' probation may appeal against a decision made under sub-clause 16.10 to terminate their employment.

16.13. The staff member must lodge an appeal with the Executive Director, People and Culture (or nominee) within 5 working days of notification of the decision. The written appeal must be in sufficient detail to enable understanding of why the staff member believes the University has failed to follow proper process.

16.14. Nothing in this Clause will affect the ability of the University to terminate a staff member once notice has been issued in accordance with sub-clause 16.11.

16.15. On receipt of an appeal, the University will establish an Appeal Committee (**the Committee**) within five working days. Membership of the Committee will be as follows:

(a) one external person, independent and external to the University who has the relevant industrial relations knowledge and experience (drawn from a list of Chairpersons agreed between the parties to this Agreement within three months of the commencement of this Agreement), and will be the Committee Chairperson; and

(b) one UTS staff member nominated by the Vice-Chancellor (or nominee); and

(c) one UTS staff member nominated by the relevant Union (the staff member requesting the review will select either the NTEU or the CPSU as the relevant Union).

16.16. The role of the Committee will be to report on whether the procedural steps of this Clause were followed.

16.17. The Committee:

(a) will review details provided by the staff member in their written appeal;

(b) will review written submissions from the University outlining the process that led to the termination of employment notification;

(c) will allow the staff member to respond to any documentation submitted to the Committee by the University;

(d) will allow the University to respond to any documentation submitted to the Committee by the staff member; and

(e) may seek further material or a meeting with either party, if the Committee considers it necessary.

16.18. The Committee will provide a report to the Vice-Chancellor (or nominee) who will consider the report and determine if:

(a) the staff member's employment will be confirmed;

(b) the staff member's probation will be extended for a further period; or

(c) the decision to terminate the staff member's employment will stand.

Other matters

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

17 WORKPLANNING AND REVIEW

Application

17.1. This Clause applies to all continuing, fixed-term and CRE staff. Casual staff are not covered by this Clause.

17.2. The workplanning and review process will be conducted in accordance with this Clause and will have regard to Clause 76 for professional staff and Clause 66 for academic staff.

Principles

17.3. Workplanning and review processes are intended to:

(a) track performance and progress against agreed objectives and success criteria;

(b) provide timely feedback and recognise achievements;

(c) support professional development and career progression discussions;

(d) provide a structured mechanism to plan and manage workload and leave arrangements; and

(e) discuss other personal and work issues that may impact on work performance.

17.4. The process will be guided by the following principles:

(a) expectations and workloads must be reasonable, transparent and appropriate to the staff member's classification, level of appointment and fraction;

(b) relevant support, training and development opportunities will be discussed in the context of the work area, University priorities and staff career goals; and

(c) the process will be consultative, respectful and conducted in good faith.

Preparation of the Workplan

17.5. In consultation with the staff member, the supervisor will prepare an annual workplan that documents:

(a) goals and key responsibilities aligned with the needs of the work area and University priorities;

(b) measures of success;

(c) development goals (including any training, mentoring or stretch opportunities); and

(d) planned leave arrangements.

17.6. Workplanning should commence at the beginning of each calendar year, or within the first four weeks of employment in accordance with Clause 16 (Probation).

17.7. Following consultation with the staff member, the supervisor is responsible for finalising the annual workplan.

17.8. Where the staff member and supervisor hold differing views during consultation, the supervisor will finalise the workplan having regard to the principles in sub-clauses 17.3 and 17.4, and will record the reasons for their final position. The staff member may provide a brief written record of their position to be kept with the workplan.

Reviews and Updates

17.9. A mid-year review will normally occur around the six-month point as a progress check-in, and the final review will normally occur at the end of the calendar year.

17.10. Staff are encouraged to prepare for reviews by:

(a) outlining progress against objectives and highlighting achievements;

(b) identifying any impediments or obstacles encountered;

(c) proposing any changes to priorities and/or workload; and

(d) discussing and documenting any agreed adjustments.

17.11. The workplan may be amended at any time during the workplanning and review cycle as appropriate. Where changes are required due to operational needs, reasonable notice of changes will be provided where practicable.

Managing Workloads

17.12. From time to time staff may experience fluctuations in workload, or changes in the work environment or personal circumstances that affect their ability to manage work.

17.13. Where a staff member is having difficulty organising or managing workload for any reason, they should:

(a) raise the matter with their supervisor in the first instance; and

(b) collaboratively discuss objectives, re-prioritise work and/or make reasonable adjustments to the workplan in line with sub-clause 17.11.

17.14. Supervisors may consider reasonable short-term adjustments, redistribution, or sequencing of work, to address operational needs. In doing so, regard will be had to Clause 18 (Requests for Flexible Working Arrangements), as appropriate.

Records and Interaction with Other Processes

17.15. A copy of the workplan and any amendments will be provided to the staff member and retained in accordance with University records requirements.

17.16. Outside work does not form part of a staff member's workplan. The University's *Outside Work Policy* sets out arrangements for paid or unpaid outside work.

17.17. Workplanning and review under this Clause is not, of itself, a disciplinary or managing unsatisfactory performance process. Where performance or misconduct concerns arise, they will be managed under the applicable provisions of this Agreement.

17.18. Nothing in this Clause limits a staff member's ability to raise concerns under Clause 77 for professional staff or Clause 67 for academic staff, as appropriate, or the staff complaints or dispute settling provisions of this Agreement.

18 REQUESTS FOR FLEXIBLE WORKING ARRANGEMENTS

Principles

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

18.2. The parties acknowledge that flexible working arrangements can support the effective operation of the University and, where appropriate, assist staff to manage work and personal responsibilities in a way that supports work-life balance.

18.3. Staff may request flexible working arrangements to support their reproductive health in accordance with this Clause.

18.4. A staff member may also discuss and agree on ad hoc arrangements for one-off or short-term needs with their supervisor, without a flexible working arrangement.

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

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

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

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

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

Change in hours of work or pattern of work

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

(a) flexible working hours;

(b) part-time work;

(c) job-sharing; and/or

(d) changes to the number of ordinary hours worked each day and/or pattern of work days.

Changes to location of work

18.11. Requests for changes to location of work (including requests to work remotely) will be subject to the following conditions:

(a) staff may be required to undertake activities, including attending meetings, on-campus from time to time;

(b) staff must have access to reliable internet at their off-campus work location; and

(c) unless otherwise agreed in writing with their supervisor, professional staff are unable to work additional hours accordance with Clause 78 (Flexitime) while working off-campus.

Process

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

(a) the details and duration of the proposed arrangement; and

(b) the reason for the request.

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

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

(a) that the requested working arrangements could not be achieved within the operating budget for the work area;

(b) that the requested working arrangements could not be reasonably accommodated through changes to the working arrangements of other staff or the recruitment of additional staff;

(c) that the requested working arrangements would be likely to have a negative impact on service delivery, efficiency, performance or productivity for the work area;

(d) that the requested working arrangement would negatively impact the way the University wishes to organise its delivery of service; or

(e) due to health and safety considerations.

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

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

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

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

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

Other Matters

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

19 PROVISION OF PERSONAL INFORMATION

19.1. A staff member may wish to access leave or other flexible working arrangements to accommodate their personal, family and carer's circumstances in accordance with the procedures provided in this Agreement. The staff member must disclose sufficient information relevant to these circumstances to enable the University to determine whether there are good and sufficient reasons for the University to approve access to leave and flexible work arrangements.

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

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

20 Academic Freedom and Freedom of Expression

20.1. **'Academic freedom'** is described in the *Academic Freedom and Freedom of Expression Policy* as the right, without fear of harassment, intimidation or unfair treatment, to:

(a) pursue critical and open inquiry;

(b) research and publish;

(c) participate in public debates and express opinions, including unpopular or controversial opinions about issues and ideas;

(d) participate in an appropriate form in decision-making processes and structures germane to their field of expertise and onus of responsibility within the University;

(e) participate in professional and representative bodies, including Unions and student societies, and engage in community service;

(f) participate in public debates in a private or personal capacity;

(g) express opinions about the University, its management and its operations; and

(h) in the case of academic staff specifically, teach, assess and develop curricula within agreed collegial Faculty processes.

20.2. The valid exercise of a staff member's academic freedom and freedom of expression will not constitute misconduct or serious misconduct as provided by Clause 52, and will not be subject to disciplinary action.

21 Artificial Intelligence (AI)

21.1. The University's *Artificial Intelligence Operations Policy* and the *Artificial Intelligence Operations Procedure* (the Policy) guide the use, procurement, development and management of artificial intelligence at UTS.

21.2. For the purposes of this Clause an **'AI system'** is a machine-based system that, for explicit or implicit objectives, infers, from the input it receives, how to generate outputs such as predictions, content, recommendations, or decisions that can influence physical or virtual environments. Different AI systems vary in their levels of autonomy and adaptiveness after deployment.

21.3. This Clause does not apply to the routine or incidental use of AI-enabled features that do not alter duties, decision-making, or working conditions.

21.4. A staff member's image, voice or biometric data will not be used in any AI system for the purpose of training or developing that system without the staff member's prior consent. Where a third party is responsible for training or developing the AI system, UTS will take reasonable steps to ensure comparable consent is obtained. This does not apply to the routine and authorised use of AI-enabled tools in the course of work (e.g. transcription, captioning or meeting summaries).

21.5. All final decisions that have a material impact on staff and their working conditions, including but not limited to major change, performance, promotion or disciplinary matters, will be made by humans.

21.6. The introduction, enhancement or removal of technologies, systems or tools (including AI systems, algorithmic, automated or decision-support technologies) that is likely to result in Major or Minor Workplace Change will be managed in accordance with Clauses 54 and 55, as appropriate.

21.7. Nothing in this Clause limits the University's right to conduct pilots, proofs-of-concept or implement new technologies, provided the provisions of Clause 54 (Managing Workplace Change) are observed.

21.8. In implementing new or changed technologies, the University will:

(a) provide impacted staff with timely information, consistent with the requirements of this Agreement, sufficient to understand, at an appropriate level, the nature of the technology, expected impacts on duties and workflows, and the proposed timeframe for implementation; and

(b) provide reasonable training to support safe and competent use, as well as support staff with instruction on new tasks where the introduction of AI systems results in task displacement.

22 Right to Disconnect

22.1. Staff will not be expected to respond to telephone, email or similar contact outside of their working hours except:

(a) pursuant to a relevant Clause of this Agreement such as during any period of authorised overtime or on-call arrangement (for professional staff);

(b) during any period that forms part of an academic staff member's prescribed working hours in accordance with sub-clause 22.2; or

(c) in the case of a genuine emergency, such as for example, serious and imminent risk to staff, students or major university equipment.

22.2. For the purposes of this Clause only, an academic staff member's prescribed working hours are taken to be 8:00 am to 6:00 pm, or where they are scheduled to perform work outside of these hours (such as the delivery or coordination of a timetabled class), their prescribed working hours will include those hours they are scheduled to work.

23 Absence From Duty

23.1. 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.

23.2. 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 Resignation

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

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

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

24.3. The period of notice may be reduced if mutually agreed between a staff member and their supervisor. For clarity, where the staff member and the University to agree to shorten the notice period, no payment in lieu of notice will apply.

24.4. In circumstances where a staff member wishes to serve their notice period but is advised by their supervisor that this is not required, the staff member will receive payment in lieu of notice, calculated at their ordinary rate of pay as defined in sub-clause 3.17.

Abandonment of Employment

24.5. It is reasonable for the University to conclude that a staff member has abandoned their employment if the staff member has been absent from work for five consecutive working days without explanation.

24.6. The University will attempt to contact the staff member by mail, email or other electronic means requiring the staff member provide a valid reason in writing for the absence within a further five working days.

24.7. If, following reasonable attempts to make contact in accordance with sub-clause 24.6, the University is unable to contact the staff member, or the staff member fails to provide a reasonable explanation for their absence in the required timeframe, the University may determine that the staff member has abandoned their employment.

24.8. Where the University determines that a staff member has abandoned their employment, the staff member's last day on duty will be their last day of employment with the University. The cessation of employment will be treated as having occurred at the initiative of the staff member and no payment in lieu of notice will be payable.

25 TERMINATION OF EMPLOYMENT

25.1. Action by the University to terminate the employment of a staff member will only be in accordance with the relevant provisions of the following Clauses:

(a) Clause 16 (Probation);

(b) Clause 24 (Resignation);

(c) Clause 28 (Fixed-term Appointment);

(d) Clause 29 (Casual Appointment);

(e) Clause 30 (Contract Research Employment (CRE));

(f) Clause 53 (Disciplinary Action);

(g) Clause 57 and sub-clause 58.12 (Voluntary Separation);

(h) Clause 59 (Retrenchment);

(i) Clause 62 (Separation from Employment on Medical Grounds).

Part C

Appointment Categories

PART C – APPOINTMENT CATEGORIES

26 MULTIPLE APPOINTMENT LIMITATIONS

26.1. The University will employ staff on terms that will correspond with one of the types of appointment described at Clause 27 (Continuing Appointment), Clause 28 (Fixed-term Appointment), Clause 29 (Casual Appointment) or Clause 30 (Contract Research Employment (CRE)).

26.2. At any point in time a person can be employed on either one continuing appointment, one fixed-term appointment or one CRE appointment. However, nothing in this Clause prevents a staff member from engaging in additional work on a casual basis in addition to their continuing, fixed-term or CRE appointment.

26.3. Notwithstanding sub-clause 26.2, where a part-time staff member undertakes teaching activities in excess of their substantive hours of work (i.e. above-load teaching), the University must give priority to temporarily increasing the staff member's appointment fraction before offering an additional casual appointment.

26.4. Multiple appointments must not exceed 1.2 FTE or 42 hours per week.

26.5. Notwithstanding sub-clause 26.4, a staff member with multiple appointments may agree to work more than 1.2 FTE or 42 hours per week for up to six consecutive weeks on each occasion that:

(a) offshore teaching is undertaken; or

(b) enterprise learning is undertaken in addition to a staff member's substantive workload allocation.

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

27 CONTINUING APPOINTMENT

27.1. A continuing appointment is made where the nature of the work is ongoing and is for an indefinite period.

27.2. A continuing appointment may be made on a full-time or part-time basis (including part-year appointments).

28 FIXED-TERM APPOINTMENT

Principles

28.1. A fixed-term appointment is employment for a specified term or ascertainable period where the contract of employment will specify the starting and finishing dates of that employment. The contract of employment will also, as appropriate, specify the circumstance(s) or contingency that will trigger the expiry of the term of employment in lieu of the finishing date. However, during the term of employment, the contract is not terminable by the University other than:

(a) during a probation period in accordance with Clause 16; or

(b) as a result of disciplinary action in accordance with Clause 53; or

(c) separation from employment on medical grounds in accordance with Clause 62.

28.2. The University is committed to limiting the use of fixed-term employment to situations that are genuinely temporary and the University will offer continuing employment wherever possible. The University will inform fixed-term staff members in writing, upon appointment, about the provisions of this Agreement in relation to conversion from fixed-term appointment to continuing.

28.3. A fixed-term appointment may be made on either a full-time or part-time basis (including part-year employment).

28.4. For the purpose of determining the entitlements of staff employed on fixed-term appointments, breaks between fixed-term appointments of less than 12 weeks will not constitute breaks in continuous service.

Limitations on fixed-term appointments

28.5. The circumstances set out in sub-clause 28.7 describe the types of engagements that fixed-term appointments may be used at the University. A fixed-term appointment may only be used where the work meets one of those circumstances. The following maximum duration limits apply to those appointments:

(a) For the circumstances set out in sub-clause 28.7 (d), (e), (f) and (g), a fixed-term appointment must not exceed two years in total, with no more than one extension or renewal permitted within that period; and

(b) In the case of externally funded research-only work under sub-clause 28.7 (b), a fixed-term appointment must not exceed five years, including any extensions or renewals.

28.6. Should the same or substantially similar position and identically classified position in the same department (or equivalent) continue to be required by the University on a fixed-term basis, the staff member will be offered a subsequent fixed-term appointment if the staff member has perform satisfactorily in that position, subject to the provisions of sub-clause 28.5.

Restrictions on fixed-term appointments

28.7. The use of fixed-term appointments is restricted to the employment of a staff member engaged on work activity that falls within one of the following circumstances:

(a) **Specific definable task or project**
To undertake work on a specific task or project that:

i. is not ongoing in nature; and

ii. has a clearly identifiable start and end point; and

iii. is expected, at the time of the appointment, to be completed within a defined timeframe.

(b) **Work that is externally funded**
To undertake work that is funded (in whole or in part) from external sources, including externally funded research-only work, where:

i. the work is dependent on that funding; and

ii. the work has a starting time and is expected to be completed within an anticipated timeframe; and

iii. the funding is not derived from the University's operating grant from government or funding comprised of payments of fees made by or on behalf of students.

(c) **Replacement – backfill for a returning staff member**
To temporarily perform the duties of a position (in whole or in part):

i. where another staff member is absent or their role is temporarily varied; and

ii. where that staff member is expected to return to their substantive position.

(d) **Phase out or discontinuation of a program; or change in student load**
To undertake teaching and/or subject coordination work where:

i. an existing program or area of teaching and/or research is being phased out or discontinued; or

ii. there has been an unanticipated change in student load; and

iii. the ongoing demand for the work is uncertain or cannot be determined at the time of appointment.

(e) **New area, function or program where demand is uncertain**
To undertake work in a new organisational area, function or program where:

i. the activity is newly established; and

ii. the expected level or duration of demand is uncertain or cannot be determined at the time of appointment.

(f) **Transition to retirement**
Where a continuing staff member has indicated an intention to retire, a fixed-term appointment may be agreed that:

i. expires on the expected retirement date; and

ii. where the University requires the employment to cease earlier than the agreed end date, the balance of the contract will be paid out, unless the employment ends due to disciplinary action or separation on medical grounds.

(g) **Employment designated to students**
Where a person is enrolled as a student, a fixed-term appointment may be used where:

i. the work is within the student's academic unit or an associated research unit; and

ii. the work is generally related to the course of study being undertaken; and

iii. the work does not fall within another circumstance in this clause;

iv. provided that:

- the appointment must not extend beyond the end of the academic year in which the person ceases to be a student (including any period spent completing postgraduate work or awaiting results); and
- employment must not be made conditional on the person undertaking or continuing their studies.

(h) **Professional apprenticeship, traineeship or internship**
In the case of professional staff, to undertake work as part of a structured training arrangement, including an apprenticeship, traineeship or internship.

Fixed-term employment conversion

28.8. The University will convert a staff member from fixed-term to continuing employment when:

(a) the duties of the position, or a substantially similar position, are required on an ongoing basis; and

(b) the staff member's performance has been satisfactory.

28.9. A staff member may request conversion to continuing employment when they consider the duties of their position, or a substantially similar position, are required on an ongoing basis.

28.10. The University will provide the staff member with a written outcome within **four weeks** of receiving the request which will:

(a) confirm the conversion; or

(b) explain the reasons for the decision, including why the requirements in sub-clause 28.8 have not been met.

Fixed-term notice

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

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

Fixed-term severance pay

28.13. **'Fixed-term severance pay'** is financial compensation provided to a staff member as a lump sum when their fixed-term employment with the University ends. It is intended to help them while they seek alternative employment outside the University. For clarity, fixed-term severance pay is not applicable if the staff member remains employed by the University on a casual appointment, or in any other capacity.

28.14. Fixed-term severance pay is applicable for a fixed-term staff member who leaves the University after completing two or more continuous years fixed-term employment, except in the following circumstances:

(a) where a staff member leaves the University after completing a fixed-term appointment in accordance with sub-clause 28.7 (c), (f), (g) and (h);

(b) where a staff member leaves the University in accordance with Clause 16 (Probation);

(c) where a staff member leaves the University in accordance with Clause 24 (Resignation);

(d) where a staff member leaves the University in accordance with Clause 53 (Disciplinary Action); or

(e) where a staff member leaves the University in accordance with Clause 62 (Separation from Employment on Medical Grounds).

28.15. Where applicable, fixed-term severance pay is paid in accordance with the following scale at the staff member's base rate of pay (as defined at sub-clause 3.4):

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

28.16. Notwithstanding sub-clause 28.15, if a staff member has not completed two continuous years of fixed-term service and their fixed-term appointment ends early due to the contingency circumstance stated in their contract of employment, the staff member will receive four weeks' severance pay at their base rate of pay (as defined at sub-clause 3.4).

28.17. For the purpose of calculating continuous years of fixed-term service:

(a) breaks between fixed-term appointments of less than 12 weeks will not break continuity;

(b) periods of casual employment between fixed-term appointments will not break continuity, provided the casual engagement exceeds 12 weeks;

(c) periods of casual employment do not count towards years of service; and

(d) periods of unpaid leave do not count, except unpaid sick leave of less than six months under sub-clause 42.10, and unpaid parental leave under sub-clause 47.28.

29 CASUAL APPOINTMENT

Principles

29.1. The University will limit the use of casual appointments to circumstances where the work is genuinely temporary, irregular or of an intermittent nature.

29.2. The University will inform casual staff members in writing, upon appointment, about the relevant provisions of this Agreement in relation to conversion from casual appointment to continuing.

Restrictions on the use of casual appointments

29.3. The use of casual appointments is restricted to the one of the following circumstances:

(a) in accordance with sub-clause 26.2, where the work is in addition to the staff member's continuing, fixed-term, or CRE appointment;

(b) short term engagement(s) such as to cover the absence of an employee, a sudden and unexpected, or seasonal increase in employment requirements;

(c) an engagement to perform some or all of the work of a vacant position which has been advertised on a continuing or fixed-term basis and is pending appointment or commencement of the successful candidate. Casual employment in this category will be limited to 3 months in respect of each such vacancy;

(d) work which is intermittent and unpredictable and where, as a question of contract and fact, the staff member may refuse or accept each day's work without disadvantaging their prospect of further engagement;

(e) work provided to a UTS student that is temporary, irregular or of an intermittent nature;

(f) emergency employment of a short-term nature to cover unexpected demands such as a natural disaster, health emergency or like necessity; and

(g) specialised employment of a person with unique skills or attributes which can only be obtained on a casual basis, and including the provision of industry, disciplinary, professional or clinical experience to teaching programs.

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

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

Casual employment conversion

29.6. A casual staff member may request conversion to continuing employment in accordance with this Clause if they have performed work for the University over the preceding six months with a consistent pattern of work across that period, including where that work has been performed under multiple casual appointments.

29.7. A casual staff member's engagement or hours of work must not be arranged to avoid the operation of this Clause.

29.8. Subject to sub-clause 29.9, the University must not unreasonably refuse a request for conversion.

29.9. The University is not required to convert casual employment to continuing where:

(a) the work performed has been genuinely temporary, irregular or of an intermittent nature; or

(b) the staff member does not meet the requirements of the position or classification, including in respect of qualifications, skills or performance; or

(c) the staff member is currently employed by the University in a continuing, fixed-term or CRE appointment and has undertaken the work on a casual basis in addition to that appointment; or

(d) within the next six months the existing work will be reallocated to an existing continuing staff member; or

(e) recruitment to perform the work on a continuing basis has commenced or been approved and will be undertaken through a merit-based process; or

(f) the work is being performed on a temporary basis to cover the absence of another staff member who is expected to return to their position; or

(g) the staff member is a student, or has recently been a student, and their engagement is connected to or contingent upon that status; or

(h) the conversion would breach any other provision of this Agreement.

29.10. The University will consult with the staff member and provide a written response within **three weeks** (21 days) of receiving the staff member's written request.

29.11. This consultation will involve discussion of the role on a continuing basis, including the requirements and expectations of the position. As relevant, the consultation will also address the proposed employment arrangements, including the type of employment (full-time, part-time or part-year), hours of work, classification level, duties, and the timing of any change. For academic staff, this will include the applicable academic career profile and workload pattern to ensure a clear understanding of the role and arrangements.

29.12. Where a request is approved, the University will confirm the terms of the appointment in writing.

29.13. Where a request is declined, the University will provide written reasons for the decision, having regard to clause 29.9.

Casual Academic Workforce Profile

29.14. The University will maintain a workforce profile where most teaching and teaching-related activity is undertaken by continuing academic staff. In addition, by 1 August 2029, in Schools (excluding Schools with Clinical Facilitators), the FTE of non-casual academic staff performing teaching and teaching-related work will exceed the FTE of casual academic staff performing teaching and teaching-related work.

29.15. As of 1 May 2026, 22.89% of the academic workforce comprised casual appointments. The University will continue reducing casual academic employment to 20% or below of the academic workforce by 1 August 2029.

29.16. The University will provide information to, and consult with, the JCC under Clause 11 regarding the casual academic workforce profile and progress towards the commitment in sub-clause 29.15, including discussion of relevant trends, underlying drivers and potential strategies to support progress towards this commitment.

29.17. As casual academic employment is reduced, the University will support pathways to continuing employment for casual academic staff. This will be progressed and maintained through a range of measures, including increasing continuing employment opportunities, workforce planning, and targeted recruitment of casual academic staff for these opportunities.

29.18. The University will take reasonable steps to ensure that casual academic staff are made aware of opportunities to apply for continuing academic positions, including through faculty or unit-level communications.

29.19. The University will provide casual academic staff with a reasonable opportunity to apply for continuing academic positions prior to or simultaneously with external recruitment. Additional measures to support this approach may be discussed with the JCC under Clause 11.

30 CONTRACT RESEARCH EMPLOYMENT (CRE)

Principles

30.1. CRE is a distinct category of continuing employment for academic or professional staff performing externally funded research-only work regulated by the provisions of this Clause.

30.2. A staff member appointed to a CRE position may be assigned to one or more projects, performing research-only functions to meet the University's research needs.

30.3. Each period of work will be confirmed in writing and will specify the duties, reporting relationships and duration, having regard to the expected length of the relevant project.

30.4. CRE staff will have a nominated supervisor responsible for workload management, work planning and review processes in accordance with Clause 17, and all other supervisory responsibilities.

30.5. In assigning staff to projects, the University will have regard to the staff member's skills, qualifications and experience and, where practicable, their preferences. Both the University and the staff member will actively seek research projects to support continuity of work.

Eligibility for conversion to CRE

30.6. A staff member performing externally funded research-only work on a fixed-term basis for three or more continuous years in the same or substantially similar position (where breaks of less than 12 weeks do not break continuity) will be converted to CRE, unless:

(a) there is a reasonable expectation that the work being performed will cease within the following two years, and on the balance of probabilities no other work of that type is likely to be available; or

(b) the staff member's performance has not been satisfactory.

30.7. A staff member appointed to a CRE position will be treated as a continuing staff member, except that the notice, severance and related provisions in clauses 30.8 - 30.16 apply in place of the provisions that would otherwise apply to continuing staff. For clarity, the following Clauses do not apply to CRE staff:

(a) Clause 57 (Voluntary Separation);

(b) Clause 58 (Redeployment); and

(c) Clause 59 (Retrenchment).

Severance arrangements for CRE staff

30.8. A CRE staff member will be provided with eight weeks' notice of termination, or payment in lieu of notice.

30.9. Notice of termination may only be given where, on the balance of probabilities, there will be no suitable CRE work available to which the staff member can reasonably be assigned before the end of the notice period.

30.10. Where notice of termination has been issued, the University will withdraw the notice within the first four weeks if suitable CRE work becomes available, unless otherwise agreed between the University and the staff member.

30.11. On termination, a CRE staff member will receive a severance payment of two weeks' pay for each completed year of service, with a minimum of eight weeks' pay and a maximum of 26 weeks' pay.

30.12. For the purpose of calculating completed years of service:

(a) breaks between fixed-term appointments (or between a fixed-term appointment and a CRE appointment) of less than 12 weeks will not break continuity;

(b) periods of casual employment between fixed-term appointments will not break continuity, provided the casual engagement exceeds 12 weeks;

(c) periods of casual employment do not count towards years of service; and

(d) periods of unpaid leave do not count, except unpaid sick leave of less than six months under clause 42.10, and unpaid parental leave under clause 47.28.

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

30.14. Accrued annual leave and long service leave (where applicable) will be paid on cessation of employment.

30.15. Final payments will be made in the first regular pay cycle following cessation.

30.16. To avoid termination, a CRE staff member may agree to a temporary appointment of up to 12 months in a suitable non-research role, where available. If no suitable externally funded, research-only work is available at the end of that period, clause 30.10 applies.

Other matters

30.17. Where a CRE staff member is appointed to a continuing position, this Clause will cease to apply.

30.18. The University may also advertise and appoint staff directly to CRE positions.

Part D

Salaries and Related Matters

PART D – SALARIES AND RELATED MATTERS

31 RATES OF PAY AND PAY INCREASES

Rates of pay

31.1. The annual base rates of pay for full-time UTS staff covered by this Agreement are outlined in **Schedule 1**, **Schedule 3** and **Schedule 4** and they are inclusive of annual leave loading entitlements. Part-time and part-year staff will be paid pro-rata based on the appropriate full-time base rate of pay. For clarity, the weekly base rate of pay is determined by dividing the annual rate by 52.18.

31.2. Rates of pay for casual staff are outlined in **Schedule 2** and **Schedule 5** of this Agreement. These rates include a loading of 25% that is paid in compensation for the casual nature of the appointment and in lieu of sick leave, annual leave and other for forms of paid leave provided in this Agreement that casual staff members are ineligible for.

Apprentices and trainees

31.3. The University may employ apprentices and/ or trainees, that are regulated by government and established under a Training Contract, to combine on-the-job practical training and formal training with an authorised training provider.

31.4. Apprentices employed by the University in accordance with sub-clause 31.3 will be paid a proportion of the base rate of pay prescribed in **Schedule 3**, starting at HEW Level 3.1, and are outlined in **Schedule 4** as follows:

Age	Apprentice Year	Proportion	Base Rate of Pay Reference (Schedule 4)
Aged under 21 years	1	45%	3.1a-3.5a
	2	60%	3.1c-3.5c
	3	75%	3.1e-3.5e
	4	90%	3.1f-3.5f
Aged 21 years and over	1	60%	3.1b-3.5b
	2	67%	3.1d-3.5d
	3	75%	3.1e-3.5e
	4	90%	3.1f-3.5f

31.5. Trainees employed by the University in accordance with sub-clause 31.3 will be paid a proportionate amount relevant to the level of work required in accordance with **Schedule 3**, considering periods away from work due to training.

Pay increases

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

Date	Increase %
1 May 2026 (Admin)	1.5%
1 August 2026 (Admin)	2.5%
1 May 2027	3.5%
1 May 2028	3.5%
1 May 2029	3.0%

Rounding

31.7. If an annual figure appears then it is rounded up to the nearest dollar regardless of what the decimal points are. If a figure appears with two decimal points, then the second decimal point is rounded up regardless of what the third decimal point is.

Other matters

31.8. Staff who are eligible for a supported salary who meet the impairment criteria for the Disability Support Pension will be paid the applicable percentage of the relevant rate for the work they are performing in accordance with the Supported Wage System (SWS).

32 SUPERANNUATION

32.1. The University will nominate **UniSuper** as the default superannuation fund for new staff covered by this Agreement, to the extent permitted by law and unless the staff member has a stapled fund.

Employer Contributions

32.2. The University will make employer superannuation contributions in accordance with the *Superannuation Guarantee (Administration) Act 1992* (SGAA) and any applicable fund rules.

32.3. The University will make employer superannuation contributions for continuing, fixed-term and CRE staff at the rate of 17% of the staff member's ordinary time earnings (OTE), in lieu of the minimum SGAA contribution rate.

32.4. The University will make employer superannuation contributions for casual staff at the SGAA contribution rate.

Superannuation on Allowances

32.5. Employer superannuation contributions in accordance with sub-clause 32.3 will be paid on allowances that form part of a staff member's OTE as defined by the SGAA.

32.6. For clarity, an allowance will only attract employer superannuation contributions where it is payable in respect of the performance of work, including:

(a) higher duties and additional duties allowances, in accordance with Clause 33; and

(b) the on-call allowance component that relates to payment for work actually performed while on-call, in accordance with sub-clause 82.9.

32.7. Superannuation is not payable on allowances that compensate for expenses, qualifications, working conditions, or for periods in which no work is performed.

Staff Contributions

32.8. Staff may make voluntary contributions to their nominated fund by salary sacrifice or after-tax contributions, subject to fund rules and taxation legislation.

32.9. Salary-sacrificed amounts will be treated as employer contributions for taxation purposes unless otherwise required by legislation.

Superannuation During Paid Leave

32.10. Employer superannuation contributions will continue during paid leave in accordance with sub-clause 32.3 and the SGAA.

32.11. For leave taken at half pay, employer superannuation contributions will be based on the staff member's actual earnings (i.e., the half-pay rate), unless otherwise required by legislation or fund rules.

Superannuation During Unpaid Leave

32.12. Employer superannuation contributions will not be made during periods of unpaid leave.

32.13. Notwithstanding sub-clause 32.12 and subject to UniSuper's Trust Deed, a continuing, fixed-term or CRE staff member who is a UniSuper defined benefit member may request to

continue superannuation contributions during a period of authorised unpaid leave. Any such contributions must be fully funded by the staff member.

32.14. Staff may make voluntary personal contributions directly to their superannuation fund during unpaid leave, subject to fund rules.

Other Matters

32.15. Staff will be permitted reasonable paid time off for the purpose of attending:

(a) individual financial advice services provided by UniSuper; and/or

(b) on-campus or virtual information and briefing sessions on UniSuper products and services.

32.16. Staff who are UniSuper Consultative Committee members will be allowed reasonable paid time during working hours to attend UniSuper Consultative Committee meetings and Roadshow events.

33 Higher Duties, Additional Duties and Secondments

Principles

33.1. The University will not require staff to undertake extended periods of higher duties or additional duties in place of filling a vacant position, except where operationally necessary.

Definitions

33.2. **'Additional duties'** refers to circumstances where the staff member agrees to perform a proportion of the duties of a higher-level position, or other project-related duties, in addition to their substantive duties, for a period of more than one week. Additional duties arrangements will normally not exceed six months.

33.3. **'Higher duties'** refers to a situation where the staff member agrees to perform all duties of a position classified at a higher level for a period of more than one week. Higher duties arrangements will normally not exceed three months. Where the requirement extends beyond three months, a secondment may be the appropriate mechanism.

33.4. A **'secondment'** is the temporary transfer of a staff member to another position for an extended period of time, in accordance with the University's *Staff Secondments and Exchanges Policy*.

Payment for higher duties

33.5. A staff member who is authorised to undertake higher duties in accordance with this Clause will be paid a higher duties allowance equal to the difference between the staff member's ordinary rate of pay and the minimum base rate for the higher-level position.

Payment for additional duties

33.6. A staff member who is authorised to undertake additional duties in accordance with this Clause will be paid an additional duties allowance. The University will determine the proportion of higher-level duties to be performed and the corresponding quantum of the allowance.

34 First Aid Allowance

34.1. To ensure the provision of a safe working environment and effective emergency response, First Aid Officers and Occupational First Aid Officers are required to be available and respond to incidents as they arise in the workplace. These arrangements rely on continuity of service, familiarity with workplace systems and risks, and regular presence on campus.

Due to the nature of this role, the provisions of this Clause apply to continuing, fixed-term and CRE staff who work in the nominated area at least three days per week. Casual staff are not eligible.

34.2. An allowance in accordance sub-clause 34.3 will be paid to a staff member who is appointed by the University as:

(a) a First Aid Officer (in addition to their substantive position) who possesses a current First Aid Certificate. First Aid Officers may also hold a current Mental Health First Aid (MHFA) Certificate; or

(b) an Occupational First Aid Officer (in addition to their substantive position) possessing the required qualifications.

34.3. The relevant allowance is calculated using the following formula: **'Annual Rate'** divided by 365.25 and multiplied by 14. It is payable from the beginning of the first pay period on or after the **'Date'** indicated.

Date	Increase %	Annual Rate First Aid Officer	Annual Rate Occupational First Aid
1 May 2026	1.50%	$1,130.00	$1,698.00
1 August 2026	2.50%	$1,159.00	$1,741.00
1 May 2027	3.50%	$1,200.00	$1,802.00
1 May 2028	3.50%	$1,242.00	$1,866.00
1 May 2029	3.00%	$1,280.00	$1,922.00

35 REPAYMENT OF MONIES

35.1. Notwithstanding any other provisions of this Agreement, the University may recover from a staff member during their employment or at the date of termination of employment, any outstanding debts, overpayments of salary or allowances or the monetary value of items of equipment issued and not returned by the staff member.

35.2. Prior to instigating the recovery of any monies, the staff member will be provided with written notice of the:

(a) reason for the overpayment;

(b) a calculation outlining the components of the outstanding debt;

(c) amount to be recovered; and

(d) the pay date that the deduction will be made.

35.3. The staff member will have the right to propose a reasonable repayment plan in response to the written notice referred to in sub-clause 35.2 if the amount to be repaid is greater than the staff member's normal fortnightly pay.

35.4. As far as is practicable, the outstanding debt must be repaid within the period of the income tax year.

Part E

Diversity and Inclusion

PART E – DIVERSITY AND INCLUSION

36 PROMOTING DIVERSITY AND INCLUSION

36.1. UTS recognises the benefits that diversity brings to our workplace and our culture. The University continues to integrate diversity and inclusion principles into University policies, procedures, decisions and operations.

36.2. The parties will act collaboratively to advance appropriate workplace behaviours and address instances of discrimination, harassment, assault and bullying in the workplace. The University will continue to promote awareness of the University's *Code of Conduct*, *Equity, Inclusion and Respect Policy* and *Sexual Harm Prevention and Response Policy*.

36.3. The University is committed to promoting a shared understanding of healthy and respectful relationships, particularly in relation to consent, and aims to create a campus culture of zero tolerance of sexual assault and sexual harassment.

36.4. The University will support and promote an inclusive and safe environment for all LGBTIQA+ staff.

36.5. The University will support staff with reproductive health and preventative reproductive health care by providing reasonable workplace adjustments.

36.6. The University will implement strategies designed to equalise career opportunities for underrepresented staff cohorts including women in non-traditional fields and occupations, culturally and racially marginalised (CARM) staff, and staff members with disability. The University will monitor and report on career equity issues within UTS and is committed to the development and implementation of appropriate strategies to remedy identified problems.

36.7. In determining pay relativities, the average of all components of remuneration packages (including base rates of pay, loadings and allowances) of staff in each group will be compared. The University will monitor and report on pay equity issues within UTS and is committed to the development and implementation of appropriate strategies to remedy identified problems.

36.8. The University understands the unique and valuable contribution people with disability bring to our work and our community. The University is committed to making reasonable workplace adjustments to assist staff with a disability to be able to work safely and productively. The University will monitor and report on access and equity for staff with disabilities within UTS and is committed to the development and implementation of appropriate strategies to remedy identified problems.

37 DIGNITY AND RESPECT AT WORK

Definitions

37.1. Terms used in this Clause have the following meanings:

(a) **'adverse behaviours'** collectively means unlawful discrimination, harassment, sexual harassment, sexual assault, gendered violence, vilification, victimisation, and work-related bullying;

(b) **'gendered violence'** means any behaviour, action, system, or structure that causes physical, sexual, psychological, or economic harm to a worker because of their sex, gender identity, sexual orientation, or because they do not adhere to dominant gender stereotypes;

(c) **'sexual harassment'** means any unwanted or unwelcome sexual behaviour which makes a person feel offended, humiliated, or intimidated;

(d) **'work-related bullying'** means repeated, and unreasonable behaviour directed towards a worker or a group of workers that creates a risk to health and safety, but does not include reasonable management action carried out in a reasonable manner.

Examples

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

(a) violence directed at women because they are women;

(b) violence experienced by a person because they identify as LGBTIQA+; or

(c) witnessing gendered violence directed at someone else, such as a co-worker.

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

(a) unwelcome physical contact of any kind;

(b) stalking, intimidation, and/or threats;

(c) the use of sexualised language, including suggestive comments or jokes; or

(d) the display of sexual imagery.

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

(a) aggressive and intimidating conduct;

(b) belittling or humiliating comments;

(c) spreading malicious rumours; or

(d) exclusion.

Principles

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

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

(a) Federal and State anti-discrimination legislation;

(b) the *Work Health and Safety Act 2011 (NSW)*;

(c) Sexual and Gender-Based Harassment Code of Practice (NSW); and

(d) the *National Higher Education Code to Prevent and Respond to Gender-based Violence 2025*.

37.7. Adverse behaviours will not be tolerated at UTS and may be subject to the provisions of Clause 52 (Misconduct and Serious Misconduct) and Clause 53 (Disciplinary Action).

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

Part F

Indigenous Employment and Related Matters

PART F – INDIGENOUS EMPLOYMENT AND RELATED MATTERS

38 INDIGENOUS EMPLOYMENT, CAPABILITY CONTRIBUTION AND PROFESSIONAL DEVELOPMENT

Definitions

38.1. **'Cultural load'** refers to the (often invisible) additional workload borne by Indigenous Australian staff in the workplace, which may include but is not limited to:

(a) performing Indigenous-related work that is not a core requirement of their role, and is additional to their standard duties;

(b) educating non-Indigenous colleagues about Indigenous issues, including racism, the history, cultures, and lived experiences of Indigenous Australian peoples.

38.2. **'Indigenous Englishes'** means varieties of Australian English spoken by Aboriginal people and which may vary across Australia. Indigenous Englishes may incorporate words from traditional Indigenous Australian languages, New Indigenous Australian languages, and English words or expressions not commonly used by the broader Australian population in the present day. Indigenous Englishes may also include particular accents, ways of speaking, grammar and sentence structure that differ from Standard Australian English and which are readily recognisable to other Indigenous Australian people.

38.3. **'Indigenous Australian language'** means an original Aboriginal or Torres Strait Islander traditional language spoken prior to colonisation and New Indigenous Australian languages developed since then, but excludes Indigenous Englishes.

38.4. **'Indigenous expertise'** recognises the benefit that Indigenous staff bring to the University through the application of Indigenous cultural knowledge, community relationships and lived experience, where this contributes to workplace activities.

38.5. **'Indigenous-identified position'** means a position that must be undertaken by an Indigenous Australian.

38.6. **'Indigenous unit'** refers to the Office of the Pro Vice-Chancellor (Indigenous Leadership and Engagement), Jumbunna Institute for Indigenous Education and Research, and/or Indigenous-focused research hubs or similarly Indigenous-focused centres, groups or units within the University.

38.7. **'New Indigenous Australian languages'** are languages that have formed since 1788 from language contact between speakers of English and traditional Indigenous Australian languages. New Indigenous Australian languages have historical influence from their source languages, including English, but they are not automatically understood by Standard English speakers.

Principles

38.8. Increasing the University's Indigenous expertise, including through improving employment opportunities for Indigenous Australians, supports the University's strategic commitment to a positive culture and excellence in Indigenous higher education, research, community engagement and employment.

38.9. The University's vision is to create a workplace where Indigenous Australians can access employment and be supported to succeed. In working toward this vision, the University will:

(a) acknowledge the challenges faced by Indigenous Australians and recognise cultural obligations including being mindful of the cultural load experienced by Indigenous Australian staff;

(b) respect and value Indigenous expertise and the unique contribution of Indigenous Australian staff, including their cultural, social and spiritual practices, within the University community;

(c) have regard to the advice of the Wingara Indigenous Employment Committee on matters relating to Indigenous employment;

(d) support Indigenous Australian staff to access professional development and career advancement opportunities; and

(e) respect the principle of self-determination for Indigenous Australian staff in the context of their employment at the University.

Genuine Occupation Qualification

38.10. UTS recognises that being an Indigenous Australian with Indigenous expertise is a genuine occupational qualification for Indigenous-identified positions.

Wingara Indigenous Employment Committee

38.11. The Wingara Indigenous Employment Committee advises on the development and implementation of Indigenous employment initiatives across UTS, in line with the *Wingara Indigenous Employment Strategy*.

38.12. The Wingara Indigenous Employment Committee will:

(a) provide advice on Indigenous employment matters across UTS;

(b) recommend practical initiatives to progress Indigenous employment and support the implementation of the *Wingara Indigenous Employment Strategy*; and

(c) provide advice on, or take action in relation to, any relevant matters referred to it by the Vice-Chancellor's Indigenous Strategies Committee

38.13. The *Wingara Indigenous Employment Strategy* sets the UTS Indigenous employment target. The University's Indigenous employment target is 3% of FTE continuing, fixed-term and CRE staff.

38.14. Based on voluntary self-identification recorded by the University, Indigenous Australian staff comprised 81.20 FTE as of 1 May 2026, representing 2.23% of the University's non-casual workforce.

38.15. The University will make best endeavours to achieve a total of at least 109.42 FTE non-casual Indigenous Australian staff by 1 August 2029.

38.16. The University will make available two seats for Indigenous NTEU representatives and two seats for Indigenous CPSU representatives on the Wingara Indigenous Employment Committee. Participation in Committee meetings and other functions of the Committee will be reflected in individual Workplans in accordance with Clause 17.

Indigenous Australian language allowance

38.17. Where an Indigenous Australian staff member is proficient in the use of one or more New Indigenous Australian languages or Indigenous Englishes and/ or Indigenous Australian language, and is required to use at least one of those languages in the course of their employment, the staff member will be paid an Indigenous Australian language allowance subject to sub-clause 38.19.

38.18. For the purposes of sub-clause 38.17, **'proficient'** means possessing a level of ability for the ordinary purposes of general business, conversation, reading and writing.

38.19. For clarity, the Indigenous Australian language allowance may be appropriate for Indigenous Australian staff who are required to use languages as defined in this Clause to undertake the duties of their position.

38.20. The requirement for use of an Indigenous Australian language as part of a staff member's duties must be agreed in advance and documented in their Workplan.

38.21. Eligible staff will receive an Indigenous Australian language allowance of $4,200 per annum, commencing from the first pay full period following agreement and documentation of the language requirement in accordance with sub-clause 38.20.

Recognising Indigenous Expertise

38.22. The University recognises and supports Indigenous expertise (as defined in sub-clause 38.4) by enabling Indigenous Australian staff, where appropriate and by agreement, to contribute to activities that may include, but are not limited to:

(a) participating in University committees;

(b) participating in distinct support activities, such as peer mentoring or advising; and

(c) representing the University at events such as NAIDOC Week.

38.23. Where Indigenous expertise contributes to workplace activities, it will be reflected in the staff member's Workplan in accordance with Clause 17.

Minimising cultural load

38.24. The University recognises that Indigenous Australian staff may experience additional cultural load (as defined in sub-clause 38.1), particularly in work areas with few or no other Indigenous colleagues or where the staff member does not hold an Indigenous-identified position.

38.25. Where cultural load arises, the University will:

(a) take reasonable steps to minimise it where possible;

(b) be mindful of any increased cognitive or emotional demands;

(c) ensure its impact is appropriately reflected in the staff member's workload and Workplan; and

(d) take timely action where supervisors become aware that cultural load may be affecting the staff member's wellbeing or workload.

38.26. The University recognises that Indigenous Australian staff may be exposed to greater psychosocial risk in the course of their work. The University will commit to timely and appropriate intervention whenever they are made aware of exposure to this risk.

Additional personal leave

38.27. The University provides a total of six additional days of paid personal leave per calendar year to continuing, fixed-term and CRE Indigenous Australian staff. This leave will be paid at the staff member's ordinary rate of pay (as defined at sub-clause 3.17), is not cumulative and is in addition to the personal leave entitlements available to all staff in accordance with Clause 43 (Personal Leave).

38.28. The additional personal leave provided under sub-clause 38.27 entitles Indigenous Australian staff to a total of 13 days of paid personal leave per calendar year (pro-rata for part-time). This leave may be used for any of the purposes outlined in sub-clause 43.8.

Cultural leave

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

(a) increased caring responsibilities for friends, relatives, and others in extended kinship networks;

(b) attending and/or playing a particular role at cultural and ceremonial events in the community, including funerals and memorial services of Indigenous community members and NAIDOC Week celebrations;

(c) serving on Indigenous advisory councils and boards;

(d) supporting or participating in the activities of Indigenous community organisations; and

(e) participating in other community engagement.

38.30. The University provides 12 days paid leave per calendar year (pro-rata in the case of part-time or part-year staff) to continuing, fixed-term and CRE Indigenous Australian staff to meet the obligations under sub-clause 38.29. This leave will be paid at the staff member's ordinary rate of pay (as defined at sub-clause 3.17), is not cumulative and is in addition to other forms of leave specified in this Agreement.

Cultural Safety

38.31. The University aspires to providing a culturally safe environment for Indigenous Australian staff including that:

(a) our organisation is culturally safe for workers and community;

(b) we are well connected to our local Aboriginal community;

(c) we respond to the identified needs of Aboriginal people;

(d) we are accessible to Aboriginal people and communities; and

(e) we work in a culturally safe and appropriate manner.

38.32. Cultural safety at UTS is managed in accordance with the *Cultural Diversity and Anti-Racism (CDAR) Action Plan 2025–2030*.

38.33. UTS will continue to take action to provide a racially and culturally safe space for Indigenous students, staff and guests in accordance with the *Indigenous Education and Research Strategy 2025-2030*.

Part G

Leave and Related Matters

PART G – LEAVE AND RELATED MATTERS

39 PUBLIC HOLIDAYS

39.1. The days on which public holidays will be observed are those gazetted as a public holiday or as proclaimed by the Governor of New South Wales as a public holiday to be observed throughout the whole of the State or a region of the State.

39.2. All continuing, fixed-term and CRE staff will be paid at their ordinary rate of pay (as defined at sub-clause 3.17) on public holidays.

39.3. Where a staff member is on a period of leave at half pay, and a public holiday falls within that leave, the staff member will be paid at half pay.

39.4. A staff member who is asked by the University, and the staff member agrees, to work on a public holiday will be provided with an alternative day off, to be taken at a time agreed with their supervisor. In these circumstances overtime in accordance with Clause 81 (Overtime) will not be payable for working on a public holiday.

39.5. The University may approve requests from individual staff members to work on a public holiday in exchange for an alternative day off, to be taken at a time agreed with their supervisor. In these circumstances overtime in accordance with Clause 81 (Overtime) will not be payable for working on a public holiday.

40 ANNUAL LEAVE

Principles

40.1. The parties recognise that taking annual leave each year is important to maintain staff wellbeing and to promote a healthy workplace. Staff have a right to take annual leave and supervisors will discuss their staff member's annual leave plans with them in the context of their annual workplan in accordance with Clause 17.

40.2. Supervisors are responsible for making any necessary arrangements to manage operational requirements to enable the staff member to take annual leave without the expectation to perform any work while they are on annual leave and not be expected to perform an increased workload on return to the workplace.

40.3. A staff member may take leave as it accrues, subject to their supervisor's approval of the start and completion dates of that leave. Supervisors will approve leave requests as soon as practicable after the request is submitted or will have a conversation with the staff member if there are any concerns about the requested start and completion dates of the leave. In circumstances where the supervisor holds concerns about the proposed leave dates, the supervisor will clearly demonstrate the genuine operational requirements which would mean that proposed leave dates require discussion and consideration of alternative arrangements.

Eligibility and entitlement

40.4. All continuing, fixed-term and CRE staff are entitled to paid annual leave. Annual leave will be paid at the staff member's ordinary rate of pay (as defined at sub-clause 3.17). Full-time staff are entitled to 20 working days per annum, accrued pro-rata based on service. Annual leave entitlements continue to accrue at the full rate even when a staff member takes leave at half pay. Service excludes periods of unpaid leave, unless otherwise stated in this Agreement.

40.5. A 24/7 shiftworker, as defined at sub-clause 3.26, will receive an additional week of annual leave as provided by the NES.

Maximum accumulation

40.6. A staff member may accumulate up to 30 days annual leave (pro-rata for part-time) without being required to take annual leave. Cashing out of annual leave is not permitted.

40.7. The University may direct a staff member who has accumulated more than 30 days annual leave (pro-rata for part-time) to take annual leave in order to reduce their accumulated annual leave to less than 30 days (pro-rata for part-time). In this circumstance the staff member will plan for leave, submit the leave request and commence the leave within six months of the written direction.

40.8. If a staff member wants to request a change or cancellation of leave booked in accordance with sub-clause 40.7, the staff member must speak to the supervisor before submitting such a request.

Purchased Leave

40.9. A staff member may apply to enter into an agreement with the University to purchase either two or four weeks of additional leave in a 12-month period.

40.10. Purchased leave will be funded through a proportional reduction in the staff member's base rate of pay. The staff member's base rate of pay will be reduced by the value of the purchased leave and annualised at a pro-rata rate over the 12-month period.

Leave arrangements on termination of employment

40.11. Fixed term staff must take their accrued annual leave prior to the cessation of their employment with the University.

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

41 Christmas–New Year Leave

41.1. The University provides three days Christmas–New Year leave without deduction from any leave account to all continuing, fixed-term and CRE staff. Christmas–New Year leave will be paid at the staff member's ordinary rate of pay (as defined at sub-clause 3.17). 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.

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

42 Sick Leave

Eligibility and entitlement

42.1. All continuing, fixed-term and CRE staff are entitled to paid sick leave. Sick leave accrues at the rate of 15 days (pro-rata for part-time) per calendar year of service. For new staff commencing part way through the year, the entitlement accrues each full month remaining in that year. Thereafter, 15 days sick leave will accrue from 1 January each calendar year. Sick leave will be paid at the staff member's ordinary rate of pay (as defined at sub-clause 3.17).

42.2. Where a staff member is unfit for duty due to illness, they must notify their supervisor as soon as practicable and, where possible, prior to their normal commencement time, advising of their incapacity and the anticipated duration of the absence.

42.3. A medical certificate is required for any period of sick leave exceeding three consecutive days, or under circumstances set out in sub-clauses 42.5 - 42.7, 42.11 and 42.12. For clarity, a medical certificate is not required for absences of three consecutive days or less.

42.4. A pharmacist certificate of absence will be accepted where a staff member is unfit for duty due to illness and the certificate relates to a period of sick leave exceeding three consecutive days, up to a maximum of five consecutive days. For clarity, a pharmacist certificate of absence will not be accepted under circumstances set out in sub-clauses 42.5 - 42.7, 42.11 and 42.12.

Sickness during annual and long service leave

42.5. A staff member who becomes ill during annual leave may apply to convert their annual leave to sick leave for the period of the illness. They can also use their personal leave and sick leave instead of their annual leave for caring responsibilities or family emergencies. There is no minimum number of days that can be converted, however a medical certificate must be submitted to support each claim.

42.6. A staff member who becomes ill for five consecutive working days during long service leave may apply to convert their long service leave to sick leave for the period of the illness. A medical certificate must be submitted to support the claim.

Sick leave without pay

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

42.8. In circumstances where the University has granted a staff member a period of sick leave without pay in accordance with sub-clause 42.7, the staff member will have no ordinary hours of work during that period of sick leave without pay. If a public holiday, or Christmas–New Year leave, falls within the granted period of sick leave without pay, they will not receive payment for the public holidays or Christmas–New Year Leave days.

42.9. If a staff member takes sick leave without pay immediately before or after any Christmas–New Year leave provided under Clause 41, they will not receive payment for any Christmas–New Year leave days that fall within the relevant closure period and the entire period (including any adjoining period of sick leave without pay) will be treated as a continuous period of unpaid leave.

42.10. Periods of SLWOP will be counted as service for the purpose of determining eligibility for all entitlements in this Agreement, except when the total amount of SLWOP taken during the entire period of employment is more than six months. In this circumstance, the total amount of SLWOP taken of up to six months does count as service and any SLWOP taken greater than six months does not.

Management of sick leave

42.11. The University may direct a staff member to provide a medical certificate for every instance of sick leave for a period of six months, regardless of duration, under the following circumstances:

(a) the University has identified a pattern of recurring sick leave absences for a staff member; and/or

(b) there is evidence that a staff member is not using sick leave for its proper purpose.

Special sick leave

42.12. The Executive Director, People and Culture (or their delegate) may, at their discretion, grant up to 20 days of paid special sick leave when a staff member has exhausted their sick leave balance and is unable to work. This may be for reasons including but not limited to:

(a) an extended period of leave required for a terminal or critical illness;

(b) miscarriage or pregnancy loss; or

(c) reproductive health reasons.

42.13. A medical certificate must be submitted covering the period of special sick leave.

Requirement to submit application

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

43 PERSONAL LEAVE

Definitions

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

(a) spouse, former spouse, a de facto spouse, or former de facto spouse; or

(b) child or adult child (including adopted child, stepchild, foster child, ward or ex nuptial child), parent (including stepparent), grandparent, grandchild or sibling (including step- or half-sibling) of the staff member or staff member's spouse as described in sub-clause 43.1 (a).

43.2. There may be definitions of relative which are not included in sub-clause 43.1 but due to wider kinship and family networks of many cultures, including Indigenous Australian cultures, would be considered appropriate in relation to the provisions of this Clause.

43.3. **'Household member'** means any person who lives with the staff member as part of their household. For clarity, this may include relatives, housemates or other individuals residing with the staff member on a regular and genuine basis.

Principles

43.4. Personal leave will be paid at the staff member's ordinary rate of pay (as defined at sub-clause 3.17), is not cumulative and is in addition to other forms of leave specified in this Agreement.

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

43.6. Where a staff member has exhausted their personal leave balance, they may access their accrued sick leave (as provided by Clause 42) to provide care or support to a relative or household member who is ill or injured, or for bereavement following the death of a relative or household member.

43.7. Where sick leave is taken to provide care or support to a relative or household member who is ill or injured, the staff member must provide a medical certificate confirming the illness or injury and the nature of the care or support required during the relevant period.

Entitlement

43.8. All continuing, fixed-term and CRE staff are entitled to seven days personal leave (pro rata for part-time) per calendar year which may be used in the following circumstances:

(a) to provide care or support to relatives or household members who are ill or injured;

(b) to provide care or support to elderly relatives or household members;

(c) bereavement due to the death of a relative or household member;

(d) bereavement of a child who would have been part of the staff member's immediate family or household, and is stillborn.

(e) if a staff member, relative or household member experiences miscarriage or pregnancy loss, stillbirth or infant death;

(f) medical appointments, rest and other activities reasonably related to reproductive health reasons;

(g) appointments and commitments associated with pre- and post-natal responsibilities;

(h) appointments and commitments associated with pre- and post- adoption responsibilities;

(i) immediate or crisis care responsibilities associated with foster parenting;

(j) where the carer of a staff member's child is unable to look after the child due to an unexpected emergency;

(k) to deal with an emergency arising due to fire, flood, burglary or other unforeseen event beyond the control of the staff member;

(l) 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);

(m) moving house (normally one day per 12 months);

(n) to adhere to and celebrate cultural or religious days of observance;

(o) to mitigate the impacts of Indigenous cultural load.

43.9. As provided by sub-clause 38.27, Indigenous Australian staff are entitled to six additional days of paid personal leave per calendar year, subject to supervisor approval. These additional days may be taken for any reason permitted under sub-clause 43.8.

43.10. The University recognises that non-Indigenous staff located within Indigenous units and working primarily in Indigenous-focused roles may experience increased psychosocial risk in the course of their work. To mitigate this, such staff are entitled to three additional days of paid personal leave per calendar year, subject to supervisor approval. These additional days may be taken for any reason permitted under sub-clause 43.8.

43.11. Personal leave is not cumulative and is in addition to other forms of leave specified in this Agreement.

43.12. In exceptional circumstances (such as, but not limited to, multiple deaths of relatives and/or household members in a 12-month period) additional paid personal leave may be granted by the Executive Director, People and Culture (or nominee).

44 GENDER AFFIRMATION LEAVE

Definitions

44.1. **'Gender affirmation'** means the process of a person adopting a gender that best defines the person's sense of self.

Principles

44.2. The University will support staff undertaking gender affirmation in a safe, positive and inclusive manner.

44.3. All applications for leave in accordance with this Clause will be dealt with confidentially and sensitively.

Entitlement

44.4. A continuing, fixed-term or CRE staff member who is undertaking gender affirmation is entitled to 20 days gender affirmation leave (pro rata for part-time) with pay per calendar year. To avoid doubt, gender affirmation leave is not cumulative and is provided in addition to all other leave entitlements available to the staff member in accordance with this Agreement.

44.5. Gender affirmation leave may be used for the purpose of attending medical appointments, recovering from medical procedures, legal process or other activities related to gender affirmation.

44.6. Gender affirmation leave will be paid at the staff member's ordinary rate of pay (as defined at sub-clause 3.17) and may be taken in any quantum, including short periods, half days, as a whole day, or multiple days.

44.7. If gender affirmation leave is exhausted, staff may access their available personal leave, sick leave, annual leave or long service leave for gender affirmation purposes, or apply for leave without pay.

Other related matters

44.8. In addition to the above, the University will support staff undertaking gender affirmation by:

(a) updating University records (e.g., name, title, gender) upon request. Evidence may include a statutory declaration or official identity document;

(b) providing a new staff photo ID card, where requested;

(c) communicating with the staff member's supervisor and colleagues, where requested by the staff member;

(d) providing access to flexible working arrangements in accordance with Clause 18; and

(e) considering any other reasonable request from the staff member.

45 LONG SERVICE LEAVE

Principles

45.1. This Clause operates in addition to the *Long Service Leave Act 1955* (NSW). Where there is an inconsistency, and this Agreement provides a greater benefit, the provisions of this Clause will apply.

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

Eligibility and entitlement

45.3. A full-time staff member is entitled to long service leave at the rate of 44 working days long service leave on full pay on the completion of 10 years' service. After the initial 10 years' service, long service leave accrues at the rate of 11 working days for each completed year of service and pro-rata for less than a completed year of service. For clarity, long service leave entitlements continue to accrue at the full rate even when a staff member takes leave at half pay.

45.4. Long service leave will be paid at the staff member's ordinary rate of pay (as defined in sub-clause 3.17) and may be taken on full pay or half pay. The minimum period of Long Service Leave that may be taken is one day.

45.5. With six months' notice a staff member may take long service leave at a time of their choosing, subject to approval by the relevant supervisor. Long service leave may also be approved with less than six months' notice. The relevant supervisor will not unreasonably delay or withhold approval of long service leave, and supervisors may only decline a request for long service leave where there are genuine operational reasons not to grant the leave at the requested time. Where leave cannot be granted on the dates requested, the supervisor will discuss the reasons with the staff member and the staff member will be permitted to take long service leave as soon as practicable.

45.6. For the purposes of sub-clause 45.5 above, **'genuine operational reasons'** includes an periods of known peak workload, where other staff have approved leave in place at the requested time, or where critical work must be completed by the staff member at the requested time. Budget considerations or where the requested time coincides within teaching and examination periods do not fall within the meaning of genuine operational reasons.

45.7. Casual staff are entitled to pro-rata accrual of the full-time rate of long service leave for continuous service from 9 May 1985. Pro-rata accrual will be determined based on the hours worked by the casual staff member. Breaks in service of four months or more that are not authorised by the Long Service Leave Act 1955 (NSW) 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

45.8. Periods of leave without pay (except for any periods of sick leave without pay of less than six months in accordance with sub-clause 42.10 or any periods of unpaid parental leave in accordance with sub-clause 47.28) are not counted as service for the purpose of long service leave.

Pro-rata long service leave

45.9. Staff who have completed between five and 10 years of service are entitled to payment for long service leave on a pro-rata basis in the following circumstances:

(a) upon termination of employment for any reason other than unsatisfactory performance, misconduct/ serious misconduct or abandonment of employment (e.g. death, medical retirement or redundancy);

(b) upon resignation on account of illness, incapacity or domestic or other pressing necessity, or

(c) upon retirement at or after age 60 or earlier where prescribed in the relevant superannuation scheme, specifically State Superannuation Scheme (SSS) or State Authorities Superannuation Scheme (SASS).

45.10. With the exception of sub-clause 45.9 (c), the above sub-clause will be interpreted in the same manner as the similar provision within the *NSW Long Service Leave Act 1955*, as amended.

Recognition of prior service with another institution

45.11. For the purposes of determining entitlements in accordance with sub-clause 45.3, up to 10 years previous continuous service with UTS, UTS controlled entities or other Australian higher education institutions (includes Australian Universities but does not include TAFE), on a fixed-term or continuing basis, will be recognised as qualifying service.

45.12. For the purposes of sub-clause 45.11 above, where the break between ceasing with one employer and commencing with the next is greater than two months, prior service with another institution will not be recognised.

46 Leave Without Pay

46.1. Any staff member may request leave without pay for a defined period, which may be granted at the discretion of the University.

46.2. Annual leave and long service leave balances must be exhausted for continuing, fixed-term and CRE staff before leave without pay may be granted.

46.3. The employment relationship continues during any period of leave without pay and all University policies, directives, procedures and Code of Conduct continue to apply to a staff member who is on a period of approved leave without pay.

46.4. Periods of leave without pay are not counted as service for the purpose of determining eligibility for all entitlements in this Agreement.

46.5. In circumstances where the University has granted a staff member a period of leave without pay, the staff member will have no ordinary hours of work during that period. If a public holiday, or Christmas–New Year leave, falls within the granted period of leave without pay, they will not receive payment for the public holidays or Christmas–New Year Leave days.

46.6. If a staff member takes leave without pay immediately before or after any Christmas–New Year leave provided under Clause 41, they will not receive payment for any Christmas–New Year leave days that fall within the relevant closure period and the entire period (including any adjoining period of sick leave without pay) will be treated as a continuous period of unpaid leave.

47 Parental Leave

Definitions

47.1. **'Adoption'** includes placement of a child under 16 years of age as part of an adoption process.

47.2. **'Co-parent'** includes, but is not limited to, spousal and de facto relationships.

47.3. **'Miscarriage'** means pregnancy loss at less than 20 weeks gestation.

47.4. The term **'parental leave'** includes all forms of paid and/or unpaid parental leave under this Clause.

47.5. **'Parent'**, in relation to a child, means a person who has primary or shared responsibility for the care of the child, including a birth parent, adoptive parent, or intended parent under a surrogacy arrangement, or a co-parent with established responsibility for the care of the child.

47.6. **'Parental leave period'** means 104 weeks from the date of birth or placement of a child.

47.7. **'Placement'** means the date on which a child comes into the care of the staff member under an adoption, fostering or other legally recognised care arrangement.

47.8. **'Pregnancy loss'** includes a termination of pregnancy between 13 and 22 weeks gestation.

47.9. **'Primary carer'** is the parent who has primary responsibility for the care of the child. UTS may require reasonable evidence to confirm primary carer arrangements under sub-clause 47.54. A staff member on continuous paid parental leave under sub-clause 47.18 (a) or (b) (i) will not undertake paid work during that period.

47.10. **'Stillbirth'** is defined as the birth of a baby where the baby weighed at least 400 grams or reached at least 20 weeks gestation but hasn't breathed or had a heartbeat since their delivery.

Eligibility for parental leave

47.11. Parental leave is available to continuing, fixed-term and CRE staff during the parental leave period if they:

(a) are a parent of a child, including where the child is born to the staff member or their co-parent, or is placed in their care under an adoption, foster care, or other legally recognised care arrangement; and

(b) have worked for UTS for at least 40 consecutive weeks, excluding any periods of casual employment, at the date of birth (or expected date of birth) or placement of the child.

47.12. Eligibility for paid parental leave under sub-clauses 47.17 - 47.19 is determined as at the date of birth (or expected date of birth) or placement of the child, and will not change if the staff member subsequently completes the qualifying service requirement.

47.13. Casual staff are eligible to take unpaid parental leave in accordance with sub-clause 47.31.

47.14. Casual staff are not eligible for any form of paid parental leave.

Parental leave entitlements

47.15. Each eligible staff member may take a maximum of 104 weeks of leave during the parental leave period.

47.16. If both parents are employed by UTS, they cannot access paid parental leave at the same time, except for co-parent leave under sub-clause 47.22.

Paid parental leave

47.17. An eligible staff member is entitled to up to 26 weeks of paid parental leave in connection with the birth or placement of a child, paid at their ordinary rate of pay (as defined in sub-clause 3.17).

47.18. Paid parental leave comprises:

(a) **20 weeks continuous paid parental leave**, which may be taken at full pay, half pay, or a combination; and

(b) **six weeks additional paid parental leave**, which may be taken following the continuous paid parental leave:

i. as a further continuous period at full pay, half pay, or a combination; or

ii. as structured leave to support a phased return to work, including by working part-time while accessing the six weeks of additional paid parental leave.

47.19. Where the six weeks additional paid parental leave is taken as structured leave under sub-clause 47.18 (b) (ii), it must:

(a) be taken within 26 weeks of the staff member's return to work; and

(b) be completed within 52 weeks of the birth or placement of the child.

47.20. For clarity, if paid parental leave is taken at half pay, all leave entitlements specified in this Agreement will accrue on a pro-rata basis.

Access and sequencing

47.21. Paid parental leave is available to a staff member who has primary carer responsibility for the child during the relevant period of leave.

47.22. A staff member who does not have primary carer responsibility may access up to four weeks of paid parental leave (co-parent leave), which:

(a) may be taken concurrently with the other parent's paid parental leave; and

(b) must be taken and completed within 52 weeks of the birth or placement of the child.

47.23. Where care arrangements change, a staff member who assumes primary carer responsibility of the child may access their entitlement to paid parental leave in accordance with this Clause, subject to sub-clause 47.24.

47.24. For clarity, paid parental leave entitlements:

(a) are individual to each staff member;

(b) are not transferable between parents;

(c) cannot be combined, aggregated, or shared; and

(d) any unused portion of a staff member's entitlement will lapse and cannot be transferred or deferred.

Timing and related provisions

47.25. For a pregnant staff member, leave may commence up to six weeks prior to birth.

47.26. All paid parental leave must be taken and completed within 52 weeks of the birth or placement of the child, even though unpaid parental leave may be taken within the broader 104-week parental leave period.

47.27. Paid parental leave does not extend fixed-term employment.

47.28. Periods of unpaid parental leave taken on or after 24 May 2023 (date of operation of the *UTS Staff Agreement 2021*) will count as service for relevant entitlements.

47.29. If a public holiday or Christmas–New Year leave falls within a period of approved unpaid parental leave, the staff member has no ordinary hours of work during that period and is not entitled to payment for the public holidays or Christmas–New Year Leave days.

47.30. For clarity, where unpaid parental leave is taken immediately before and after the University's Christmas closure, the entire period is treated as continuous unpaid leave.

Flexible unpaid parental leave

47.31. Staff can take unpaid parental leave flexibly at any time within 104 weeks of the birth or placement of the child, excluding during periods of continuous paid parental leave. The staff member will have no ordinary hours of work during a period of unpaid parental leave.

47.32. Nothing prevents parents from taking unpaid parental leave while the other parent is on paid parental leave.

Transfer to a safe job

47.33. UTS will transfer a staff member to a safe job where required due to pregnancy-related risk.

47.34. If no safe job is available, the staff member may access sick leave or other leave entitlements.

Premature birth and birth-related complications

47.35. Parental leave may be paused where a newborn is hospitalised.

47.36. Leave may recommence on discharge or death of the child

Stillbirth or infant death

47.37. Access to paid parental leave for an eligible staff member cannot be refused or cancelled by the University because of stillbirth or the death of a child.

47.38. In circumstances where the staff member chooses to cancel their approved parental leave and return to work, they are required to provide the University with at least four weeks written notice before they return.

47.39. The provisions of sub-clause 47.50 - 47.52 will also continue to apply for staff members who experience stillbirth or the death of their child in the first 104 weeks of life.

Miscarriage or pregnancy loss

47.40. Support will be provided to an eligible staff member who experiences a miscarriage or pregnancy loss by providing access to:

(a) Personal leave in accordance with Clause 43; and

(b) Sick leave in accordance with Clause 42.

Foster parents leave

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

47.42. Where a continuing, fixed-term or CRE staff member becomes the primary carer of a foster child in long-term or permanent care, parental leave applies as for adoption.

47.43. A continuing, fixed-term or CRE staff member who becomes the carer for a foster child in other circumstances, will be provided with:

(a) three weeks leave paid at the staff member's ordinary rate of pay (as defined at sub-clause 3.17) if the child is under five years of age; or

(b) two weeks leave paid at the staff member's ordinary rate of pay (as defined at sub-clause 3.17) if the child is five years of age or older; and

(c) leave must be taken within the first 52 weeks of the foster child entering the staff member's care, however it does not need to be taken in a continuous block and may be taken at full or half pay.

47.44. For clarity, if foster parents leave is taken at half pay, all leave entitlements specified in this Agreement will accrue on a pro-rata basis.

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

47.46. If a foster parent who takes leave in accordance with sub-clause 47.42 and subsequently adopts the child, they will not be entitled to additional leave in accordance with this Clause for the same child.

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

Surrogacy leave

47.48. Surrogacy is where a person (the surrogate) carries a baby through pregnancy on behalf of the intended parent(s). A staff member who is a surrogate is entitled to a continuous period of 12 weeks leave paid at the staff member's ordinary rate of pay (as defined at sub-clause 3.17).

47.49. Surrogacy Leave may commence up to six weeks before the expected date of birth and the 12 weeks leave must be taken in a continuous block on full pay.

Right of return to former position

47.50. A staff member has a right to return to their former position after parental leave. 'Former position' is defined as the position held by the staff member immediately prior to the commencement of leave, except where the staff member was temporarily transferred to a safe job in accordance with sub-clause 47.33. In this circumstance it is the position held immediately before temporarily transferring to a safe job.

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

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

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

Notice and evidence requirements

47.54. Staff must provide at least 10 weeks' notice of leave and a statutory declaration confirming the type of parental leave, dates and care arrangements.

48 COMMUNITY LEAVE

Principles

48.1. Paid community leave may be granted to continuing, fixed-term and CRE staff in accordance with this Clause.

48.2. The length of the period of leave granted will vary depending upon the circumstances. However, the leave is to be limited to the minimum time necessary in each circumstance and paid at the staff member's ordinary rate of pay (as defined at sub-clause 3.17).

48.3. Community leave is not cumulative and is in addition to other forms of leave specified in this Agreement.

Representative and professional sport

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

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

Blood donation

48.6. Up to three hours paid community leave per donation is available for a staff member to travel to the nearest blood donation collection centre to donate blood and return to the workplace.

Vaccination

48.7. Up to three hours paid community leave per appointment is available for a staff member to attend relevant vaccination (including flu and COVID) appointments and return to the workplace. To avoid doubt, should the staff member feel unwell following their vaccination, the provisions of Clause 42 (Sick Leave) will apply.

Defence Force Reserve service

48.8. The University will grant up to two weeks paid military leave per calendar year (pro-rata for part-time) to attend defence forces reserve training programs or courses. Further leave is available on written certification of its necessity by the staff member's commanding officer. The staff member must provide evidence of necessity to attend, together with certificate of attendance and any details of pay received. Any payment received from the military must be paid to the University.

Emergency service

48.9. Paid or unpaid leave is available to a staff member who is a member of a voluntary service organisation for the purposes of undertaking voluntary emergency management activities and related training.

48.10. The University will grant up to three days' paid emergency services community leave per calendar year (pro-rata for part-time). Additional emergency services community leave will be granted where such leave is reasonable having regard to all the circumstances and will normally be unpaid. However, additional paid emergency services community leave may be approved by the Executive Director, People and Culture (or nominee) in exceptional circumstances.

48.11. Emergency services community leave will be granted only where a staff member:

(a) is a member of, or has a member-like association with, a recognised emergency management body (as defined in the FW Act); and

(b) provides documentary evidence of their membership, training requirements or emergency call-outs of their attendance.

Jury service

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

Social justice

48.13. Up to five days paid community leave per calendar year (pro-rata for part-time) may be granted for activities that advance the UTS The Social Impact Framework. This leave aims to support high impact activities in which UTS staff volunteer their time, skills and abilities, to assist our University to build rich, reciprocal and positively impactful relationships with the communities beyond our campus.

Witness

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

Indigenous Australian Cultural Leave

48.15. Paid community leave for Indigenous Australian Cultural Leave purposes will be provided in accordance with sub-clause 38.30.

Union Activities

48.16. Paid community leave for Union activity purposes will be provided in accordance with sub-clause 10.11.

49 Special Paid Leave for Casual Staff

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

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

50 Domestic or Sexual Violence Leave

50.1. UTS recognises that a staff member may experience situations of violence or abuse in their personal life that may affect their attendance or performance at work.

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

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

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

(a) 20 days paid domestic or sexual violence leave per calendar year for continuing, fixed-term and CRE staff, paid at the staff member's ordinary rate of pay (as defined at sub-clause 3.17); or

(b) 10 days paid domestic or sexual violence leave per calendar year for casual staff. For clarity, if a casual staff member is not scheduled to work on the day they require the leave, the staff member is not eligible for paid leave. If the staff member is expected

to be on duty the day they require the leave, they will be paid the amount they would have received had they attended work and not taken the leave; and

(c) flexible working arrangements in accordance with Clause 18 (Requests for Flexible Working Arrangements).

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

(a) making arrangements for their safety (including relocation);

(b) accessing medical, psychological or victim services support;

(c) seeking legal or police assistance; or

(d) attending court hearings.

50.6. Domestic or sexual violence leave does not need to be taken all at once and can be taken as single, multiple or part days.

50.7. This leave is not cumulative and is in addition to other forms of leave specified in this Agreement.

50.8. Domestic or sexual violence leave may be approved by the Executive Director, People and Culture (or nominee), or Director Equity, Diversity and Inclusion, where the staff member is uncomfortable seeking approval from their immediate supervisor. For information on how to access this leave and support, staff should contact HR Client Services in the People Unit.

Part H

Discipline Matters

PART H – DISCIPLINE MATTERS

51 UNSATISFACTORY PERFORMANCE

Application

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

Principles

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

Process

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

51.4. Where a supervisor forms the view a staff member's performance is not meeting expectations, the supervisor will discuss their concerns with the staff member. At this initial stage the supervisor and staff member will jointly explore the possible causes for the unsatisfactory performance and possible strategies to address the identified issues. The supervisor will consider any mitigating circumstances or other matters raised by the staff member which may include reasonable accommodation or adjustment for disability, or carers responsibilities. Such discussions with academic staff will also include consideration of the suitability of their current career profile, as described in Clause 66 (Individual Workload Allocation).

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

51.6. Where the steps referred to in sub-clause 51.3 - 51.5 have not resolved the unsatisfactory performance, the supervisor will implement a performance improvement plan for the staff member who will be informed in writing:

(a) of the improvement required;

(b) of the timeframe in which a reasonable improvement is expected; and

(c) if reasonable improvement is not achieved in the required timeframe, that disciplinary action may be taken.

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

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

51.9. If performance does not improve to the required level in the timeframe provided, the provisions of Clause 53 (Disciplinary Action) will apply.

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

52 MISCONDUCT AND SERIOUS MISCONDUCT

Application

52.1. This Clause applies to continuing, fixed-term and CRE staff.

Principles

52.2. Nothing in this Clause prevents a supervisor from drawing issues of inappropriate conduct to a staff member's attention and seeking to address those issues informally through guidance, counselling or a verbal warning.

Definitions

52.3. **'GBV Code'** means the *National Higher Education Code to Prevent and Respond to Gender-Based Violence 2025*.

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

(a) failure to comply with the University's *Code of Conduct*; or

(b) failure to comply with University policies.

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

(a) theft;

(b) assault;

(c) fraud;

(d) serious harassment;

(e) serious gender-based violence;

(f) repeated or persistent misconduct; or

(g) conviction by a court for an offence that constitutes a serious impediment to the carrying out of a staff member's duties.

Process

52.6. All decisions to discipline a staff member or terminate their employment must be in accordance with this Agreement. Before any decision is made to discipline a staff member, the University must ensure that the steps set out below have been complied with.

52.7. Where an allegation of misconduct or serious misconduct involves gender-based violence, the matter will be dealt with in accordance with this Agreement. The University will apply the timelines set out in the GBV Code (as amended from time to time) to the investigation stage and any process review undertaken under this Agreement and will notify the relevant staff members accordingly.

52.8. The University may extend the timelines referred to in sub-clause 52.7 where reasonably required having regard to the circumstances of the matter (for example, to ensure procedural fairness or to complete a review of evidence). The University will advise the parties of the extension and the reasons for it.

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

(a) managed initially by the supervisor to determine whether it can be addressed through guidance, counselling or other appropriate action in the first instance; or

(b) the subject of formal allegations in accordance with sub-clause 52.11.

52.10. In considering the appropriate action at sub-clause 52.9, the University may undertake initial enquiries in relation to the alleged conduct.

52.11. Where any action at sub-clause 52.9 does not, or is unlikely to, resolve the matter or the University considers informal discussion is inappropriate due to the serious nature of the allegation(s) being made, the staff member will be:

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

(b) given 10 working days to provide a written response to the allegations.

52.12. Where the University considers that the written response to the allegations does not resolve the matter, the Executive Director, People and Culture (or nominee) may arrange for an investigation of the alleged conduct. The University will consider the outcome of any investigation and decide whether:

(a) no further action will be taken; or

(b) the provisions of Clause 53 (Disciplinary Action) will apply.

Suspension

52.13. A staff member may be suspended with pay prior to an investigation (or at any point during the process) in cases of alleged serious misconduct where the University considers that continued attendance at work would be unreasonable in order to protect the integrity of the investigation process or the health and safety of any person involved.

52.14. A staff member may be suspended without pay prior to an investigation (or at any point during the process) if the University is of the view that there is a likely imminent or serious risk to another person arising out of the allegation of serious misconduct or the alleged serious misconduct is sufficiently serious to warrant termination of employment if proven. In such circumstances, the staff member may use any annual leave or long service leave in balance for the duration of the suspension. Any lost salary and other entitlements will be reimbursed if the University considers the conduct would not justify termination of employment.

52.15. During any period of suspension, the staff member will be excluded from the University. However, the staff member will be permitted reasonable access to the University for the preparation of their case and to collect personal property.

53 Disciplinary Action

Application

53.1. This Clause applies to continuing, fixed-term and CRE staff.

Definition

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

(a) written warning;

(b) withholding of increment(s);

(c) demotion; or

(d) termination of employment.

53.3. The form of any disciplinary action taken by the University will depend on:

(a) the nature and impact of the unsatisfactory performance or misconduct/serious misconduct; and

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

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

Process

53.5. Where the University is considering disciplinary action, the staff member will be given five working days to provide a written response outlining why disciplinary action should not proceed, including any mitigating circumstances.

53.6. If, after considering the staff member's response to sub-clause 53.5, the relevant Dean or Director decides not to proceed with disciplinary action, the staff member will be informed in writing and no further action will be taken.

53.7. If, after considering the staff member's response to sub-clause 53.5, the relevant Dean or Director decides that disciplinary action is appropriate, the relevant Dean or Director will determine the form of disciplinary action in accordance with sub-clause 53.2. If the relevant Dean or Director believes that termination of the staff member's employment is warranted, a recommendation will be made to the delegated authority for decision.

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

(a) form of disciplinary action;

(b) reason for the disciplinary action; and

(c) the operative date of the disciplinary action.

Notice periods

53.9. Where the University decides to terminate a staff member's employment in accordance with this Clause, notice (or payment in lieu of notice at the staff member's ordinary rate of pay) will be as provided as follows:

Completed years of service	Period of notice
One year or less	one week
Over one year and up to the completion of three years	two weeks
Over three years and up to the completion of five years	three weeks
Over five years of completed service	four weeks

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

53.10. For the purpose of calculating completed years of service:

(a) breaks between fixed-term appointments (or between a fixed-term appointment and a continuing or CRE appointment) of less than 12 weeks will not break continuity;

(b) periods of casual employment between fixed-term appointments will not break continuity, provided the casual engagement exceeds 12 weeks;

(c) periods of casual employment do not count towards years of service; and

(d) periods of unpaid leave do not count, except unpaid sick leave of less than six months under sub-clause 42.10, and unpaid parental leave under sub-clause 47.28.

Process Review

53.11. Where disciplinary action results in withholding of increment(s), demotion or termination of employment, the staff member may request a review of the process within 10 working days of receiving such notification. The written request for a review must be in sufficient detail to enable understanding of the reasons for requesting the review and the basis for why the staff member believes the University has failed to follow proper process.

53.12. There will be no extension to the notice of termination period and nothing in this Clause will affect the ability of the University to terminate a staff member once notice has been issued in accordance with sub-clause 53.8.

53.13. On receipt of a request for a review, the University will establish a Process Review Committee (**the Committee**) within five working days. Membership of the Committee will be as follows:

(a) one external person, independent and external to the University who has the relevant industrial relations knowledge and experience (drawn from a list of Chairpersons agreed between the parties to this Agreement), and will be the Committee Chairperson; and

(b) one UTS staff members nominated by the Vice-Chancellor (or nominee); and

(c) one UTS staff member nominated by the relevant Union (the staff member requesting the review will select either the NTEU or the CPSU as the relevant Union).

53.14. The role of the Committee will be to determine whether the relevant procedures of this Agreement have been followed. The role of the Committee is not to:

(a) establish whether or not unsatisfactory performance, misconduct or serious misconduct has occurred; or

(b) to determine if the decision to terminate the staff member's employment was harsh, unjust or unreasonable.

53.15. The Committee:

(a) will review details provided by the staff member in their written request for a review;

(b) will review written submissions from the University outlining the process that led to the termination of employment notification;

(c) will allow the staff member to respond to any documentation submitted to the Committee by the University, noting that the staff member may also seek to address the Committee;

(d) will allow the University to respond to any documentation submitted to the Committee by the staff member, noting that the University may also seek to address the Committee; and

(e) may seek further material or a meeting with either party, if the Committee considers it necessary.

53.16. The Committee will provide a report to the University and the staff member.

53.17. If the Committee concludes that the University acted appropriately in terms of its process, no further action will be taken.

53.18. If the Committee concludes that the University did not follow an appropriate process, the Chief Operating Officer will consider the Committee's report and:

(a) determine what steps, if any, will be taken to remedy any perceived unfairness or failure to follow the relevant procedures of this Agreement;

(b) determine if the termination of employment will be rescinded; and

(c) inform the staff member of the University's decision in writing.

Other Matters

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

Part I

Change Management

PART I – CHANGE MANAGEMENT

54 MANAGING WORKPLACE CHANGE

Application

54.1. The provisions of this Clause apply to all staff, including casual staff.

Principles

54.2. Sound management of workplace change includes consultation with, and the involvement of, staff who will be impacted by the change. The University is committed to genuine consultation and transparent workplace change processes.

54.3. The University will use a variety of communication and consultation mechanisms so staff are kept informed of issues in the workplace and are provided with the opportunity to contribute their views about changes within the workplace. The University will also consider allowing staff to provide anonymous feedback.

54.4. If participation in consultation processes is affecting a staff member's ability to manage their workload, they should raise this with their supervisor under sub-clause 17.12 so that possible short-term adjustments, redistribution or sequencing of work can be explored in accordance with sub-clause 17.13.

54.5. A staff member may appoint a Representative as defined in sub-clause 3.20.

54.6. A Union Representative, as provided by sub-clause 9.1, will have the same rights to consultation and access to documents as a staff member under this Clause and Clause 55.

54.7. The University acknowledges the importance of job security for staff and is committed to taking reasonable steps to minimise the adverse effects of any proposed major workplace change. This includes offering placement in accordance with Clause 56 and redeployment in accordance with Clause 58. It may also include inviting expressions of interest in voluntary separation, where appropriate, to mitigate adverse effects of change and where the position can be made genuinely redundant.

54.8. The University will minimise the proposal of redundancies by exploring appropriate alternative measures when developing proposed solutions to address the problems or opportunities under consideration. These measures may include:

(a) consideration of efficiencies in the work area in order to remove vacant positions;

(b) reallocation of duties, where appropriate, to make best use of existing workforce capacity;

(c) leveraging the expertise of staff to identify innovative solutions, consistent with sub-clause 55.10.

54.9. The University recognises the impact workplace change can have on staff, particularly where there is a risk of job loss. A staff member who has been employed in the same or substantially similar position, at the same classification level, in the same department (or equivalent), cannot be subject to more than one change process involving the potential redundancy of their position in any two-year period.

54.10. Retrenchment in accordance with Clause 59 will be a last resort.

54.11. All change processes will comply the work health and safety standards required under the New South Wales *Work Health and Safety Act 2011* and the *Work Health and Safety Regulation.*

Minor Workplace Change

54.12. Minor workplace change refers to changes that do not fall under sub-clause 54.18. This includes, for example, where the University proposes to introduce a change to a staff member's regular roster or ordinary hours of work. Minor workplace change may also involve partial changes to a staff member's duties, responsibilities, or workload, such as a change to:

(a) position title;

(b) reporting line;

(c) position classification;

(d) location within the university; or

(e) duties or responsibilities, where the change is minor.

54.13. To avoid doubt, where the proposed change is likely to have a significant effect on continuing, fixed-term or CRE staff, the provisions of Clause 55 will apply.

54.14. As soon as practicable, and prior to implementing the proposed change, the University will consult with staff who are likely to be affected. For the purposes of this consultation, the University will:

(a) provide all relevant information about the proposed change, including its nature;

(b) provide information about the anticipated effects of the change on affected staff;

(c) provide information about any other matters the University reasonably believes are likely to affect the staff; and

(d) invite affected staff to provide their views on the impact of the change, including any impact on their family or caring responsibilities.

54.15. In making its decision, the University will give prompt and genuine consideration to any feedback or concerns raised by staff regarding the proposed change.

54.16. The University will inform affected staff of its decision and proceed to implement the change.

Major Workplace Change

54.17. Where the proposed change is likely to have a significant impact on continuing, fixed-term or CRE staff, the provisions of Clause 55 will apply.

54.18. Major workplace change applies to changes in operational requirements that could reasonably be expected to have a significant impact on staff such as:

(a) changes to the organisation structures where these are likely to give rise to reductions in staffing that may lead to redundancy, or significant and sustained changes to workloads;

(b) significant changes to the functions, duties and responsibilities of positions that may lead to a need for different skills, qualifications and/or experience for positions;

(c) phasing out, suspending or discontinuing an existing program of teaching and/or research where these are likely to give rise to reductions in staffing that may lead to redundancy, or significant and sustained changes to workloads;

(d) potential outsourcing of functions where these are likely to give rise to reductions in staffing that may lead to redundancy, or significant and sustained changes to workloads; or

(e) major alterations to work arrangements such as the introduction or removal of shiftwork, or the relocation of staff to another campus that involves unreasonable additional travel.

55 Major Workplace Change

Application

55.1. The provisions of this Clause apply to continuing, fixed-term and CRE staff.

Definitions

55.2. **'Change Proposal'** is a document used by the University to propose changes in the workplace.

55.3. **'Position'** means a collection of functions, duties and responsibilities undertaken, as part of the University's organisation, by a staff member or group of staff.

55.4. **'Placement'** occurs when the University directly places a staff member in a suitable position without the requirement for a staff member to participate in a selection process.

55.5. **'Redeployment opportunities'** means:

(a) the ability for staff whose position has been identified as redundant to participate in Expression of Interest processes for new or vacant roles in the staff member's current work area; and/ or

(b) the ability for staff who hold redundant positions to be considered for any suitable vacant positions across the University.

55.6. **'Redundancy'** occurs when the University decides that it no longer requires the position a staff member has been performing to be done by anyone and this is not due to the ordinary and customary turnover of labour, or the duties have so changed that for all practical purposes the original position no longer exists. This can occur when:

(a) all or a significant proportion of the substantive work performed in the position is no longer required by the University;

(b) the University changes the position with the effect of substantially changing the skills, qualifications and/or experience required for the position or the hours of work required; or

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

Initial Consultation

55.7. Before developing a Change Proposal, the University will undertake initial consultation with relevant staff. Initial consultation will not propose an outcome, rather it will:

(a) share the nature and evidence of the problem or opportunity under consideration with staff potentially affected;

(b) invite potentially affected staff to provide input on possible options, ideas, and/or solutions to address the problem or opportunity under consideration; and

(c) inform the University's consideration of whether and how the change process proceeds.

55.8. For clarity, the initial consideration of a potential change, including consultation undertaken in accordance with sub-clause 55.7, does not constitute a change process for the purposes of sub-clause 54.9.

55.9. A change process for the purposes of sub-clause 54.9 commences only when the University decides to propose a major workplace change and proceeds to develop a Change Proposal in accordance with sub-clause 55.14. Not all major workplace change involves the potential redundancy of positions. Staff may be affected by other major workplace changes during the two-year period referred to in sub-clause 54.9.

55.10. The University will provide relevant information, available at the time, to enable potentially affected staff to contribute to identifying innovative solutions regarding the matter under consideration.

55.11. Staff input received during initial consultation will be genuinely considered by the University. Opportunities for meaningful dialogue with directly affected staff will be provided, and their input will be actively considered.

55.12. Potentially affected staff will be given up to **four weeks** to respond to the invitation to provide input on possible options, ideas, or solutions to address the problem or opportunity under consideration. A different response period may be applied if mutually agreed.

55.13. The University will communicate its decision in writing regarding whether the change process will proceed. This communication will include a summary of consolidated staff input, key themes raised, and the rationale for the University's response to those themes. All reasonable effort will be made to provide this response within **four weeks** of initial consultation period closing.

Change Proposal

55.14. If the University decides to propose a major workplace change following initial consultation, the University will develop a Change Proposal for consultation with directly affected staff and Unions. All reasonable efforts will be made to provide the Change Proposal within **12 weeks** of providing the response referred to in sub-clause 55.13.

55.15. The Change Proposal will include sufficient information to enable meaningful consultation with affected staff and the Unions. This will include:

(a) the rationale for the proposed change, including the scope and nature of the change and the expected outcomes;

(b) the proposed consultation process;

(c) the proposed implementation approach and timeline;

(d) information on staff support measures;

(e) the anticipated impact on staff, including any changes to positions, work processes, workloads, and proposed placements or potential redundancies (as relevant);

(f) the impact of any proposed redundancies on workforce diversity in the context of the University's equity and Indigenous employment objectives, and any relevant considerations arising from that assessment (as relevant);

(g) details of any potential redeployment opportunities (as relevant);

(h) organisational charts (as relevant);

(i) draft or indicative position descriptions for any new or significantly amended roles (as relevant);

(j) a summary of any internal or external reports that have materially informed the proposal (as relevant); and

(k) where financial imperatives are a driver of change, a summary of the relevant financial context (as relevant).

55.16. Where a reduction in the number of same or substantially similar positions within a work area is being considered, the University will, in the first instance, seek expressions of interest for voluntary separation from staff holding those positions to minimise the adverse effects of change.

55.17. Where expressions of interest for voluntary separation do not achieve the required reduction, objective selection criteria will be applied to identify the remaining positions that are potentially redundant.

55.18. Directly affected staff and Unions will be given up to **four weeks** to provide feedback on the Change Proposal. A different response period may apply if mutually agreed.

55.19. Consultation feedback from impacted staff will inform decisions made by the University to proceed with the change as proposed, or in a revised form. The University will consider any measures put forward by an affected staff member to limit or mitigate negative consequences of the change on them (such as transition to retirement, part-time or other arrangements that will help address the problem or opportunity under consideration) and will implement such measures, where possible and appropriate.

Change Implementation Plan

55.20. The University will prepare a Change Implementation Plan to formally communicate its decision on whether the proposed change will proceed as outlined or in a revised form. Every reasonable effort will be made to issue the Change Implementation Plan within **four weeks** of the consultation period closing.

55.21. The Change Implementation plan will include:

(a) a summary of consolidated staff feedback, the key themes raised during consultation, and the University's rationale in response to those themes;

(b) changes from what was originally proposed, arising from consultation feedback;

(c) the confirmed impact on staff, including changes to positions, work processes, workloads, placements and redundancies (as relevant);

(d) confirmation of the process for implementation, including redeployment opportunities and anticipated timelines; and

(e) the timeframe and approach for reviewing the implemented change against expected outcomes. The review will occur within 12 months of the University communicating its decision regarding the change. Implementation progress will be discussed with the Joint Consultation Committee in accordance with Clause 11.

56 PLACEMENTS

56.1. When implementing a new structure, if a staff member's position is unchanged or is not significantly changed, they will remain in that position.

56.2. If a staff member's position is significantly changed or no longer exists, they will be placed in any new or vacant position, subject to the following placement criteria:

(a) the staff member holds the necessary skills, qualifications and/or experience for the position; or

(b) staff member will be able to acquire the necessary skills and experience for the position within a reasonable period of time, or with relevant training; and

(c) the position requires similar skills, qualifications and/or experience and involves a similar level of: task complexity; judgement; problem solving; and independence as the substantive position held by the staff member; and

(d) the placement of the staff member will be made at their existing terms of appointment or higher, including category of appointment and classification level.

57 VOLUNTARY SEPARATION

Application

57.1. The provisions of this Clause apply to continuing staff only, excluding CRE staff.

Voluntary Separation

57.2. Where a continuing staff member's position has been identified as redundant and the staff member has not been placed in a suitable available position, the staff member will be invited to apply for a voluntary separation benefit.

57.3. Following receipt of the invitation referred to in sub-clause 57.2, the staff member will have **four weeks** to submit their application for a voluntary separation benefit.

57.4. Following the University's approval of a voluntary separation application, the final date of employment will be determined in consultation with the staff member and based on operational requirements.

57.5. The provisions of Clause 58 (Redeployment) will apply from the date the staff member receives an invitation to apply for voluntary separation until their last day of employment.

57.6. Where a staff member has been granted voluntary separation and their last day of employment has been determined, the University will support their external job search by approving reasonable time off for the purpose of attending job interviews. The University may also provide additional support such as the option of accessing outplacement support or financial advice from UniSuper.

57.7. Where the staff member does not apply for a voluntary separation benefit within the specified timeframe, the provisions of Clause 59 (Retrenchment) will apply.

Voluntary Separation Benefit

57.8. The voluntary separation benefit will consist of the following components:

(a) a lump sum of 12 weeks at the staff member's base rate of pay;

(b) severance pay at the rate of three weeks for each completed year of eligible service for the first 10 years of service;

(c) severance pay at the rate of two weeks for each completed year of eligible service thereafter;

(d) the total of (a), (b) and (c) above will not exceed a maximum of 78 weeks' pay.

57.9. The staff member may request 12 weeks further employment in lieu of the 12-week lump sum payment referred to in sub-clause 57.8 (a) to pursue redeployment opportunities. The 12 weeks further employment will commence on the date that would otherwise have been the staff member's last day of employment, had they not requested 12 weeks further employment.

57.10. The staff member will be provided with suitable duties and the provisions of Clause 58 (Redeployment) will continue to apply during the 12-week further employment period. If the staff member is not successfully redeployed, their voluntary separation benefit will consist of the following components:

(a) severance pay at the rate of three weeks for each completed year of eligible service for the first 10 years of service;

(b) severance pay at the rate of two weeks for each completed year of eligible service thereafter;

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

57.11. For the purpose of calculating completed years of eligible service:

(a) breaks between fixed-term appointments (or between a fixed-term appointment and a continuing or CRE appointment) of less than 12 weeks will not break continuity;

(b) periods of casual employment between fixed-term appointments will not break continuity, provided the casual engagement exceeds 12 weeks;

(c) periods of casual employment do not count towards years of service; and

(d) periods of unpaid leave do not count, except unpaid sick leave of less than six months under sub-clause 42.10, and unpaid parental leave under sub-clause 47.28.

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

57.13. The voluntary separation benefit will be treated as a genuine redundancy for taxation purposes, to the extent allowed by the ATO requirements and applicable taxation law.

57.14. The voluntary separation benefit is in lieu of any notice period or other redundancy benefit.

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

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

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

57.18. A staff member who takes voluntary separation and holds a casual appointment under sub-clause 26.2 at the date of termination will cease to be employed in that casual appointment.

58 REDEPLOYMENT

Application

58.1. The provisions of this Clause apply to continuing staff only, excluding CRE staff.

Definitions

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

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

58.4. **'Redeployment period'** means the time between a voluntary separation invitation being issued to a redeployee and their last day of employment with UTS in accordance with Clause 57 (Voluntary Separation) or Clause 59 (Retrenchment).

58.5. **'Suitable position'** means that the staff member has the skills, expertise and qualifications to perform the role to the required standard or will be able to with a reasonable period of time and/ or training.

Principles

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

58.7. Redeployees will participate in redeployment processes during the redeployment period including:

(a) maintaining a proactive internal job search;

(b) expressing interest in potential redeployment opportunities advertised; and

(c) making themselves available to be assessed by selection panels for redeployment opportunities.

58.8. Redeployees will have access to a redeployment period of at least 16 weeks. The initial four weeks will run concurrently with the period during which a staff member may consider applying for a voluntary separation benefit. An additional 12 weeks is available to staff who apply for voluntary separation and elect to receive 12 weeks of further employment in lieu of the 12-week lump sum component of their voluntary separation benefit. Redeployment provisions will continue to apply until the staff member's exit date.

58.9. If a redeployee has the required skills, expertise and qualifications to perform an available position (including with some training) they must be offered that position. The redeployee may only be required to undergo a competitive process with other redeployees.

58.10. Professional staff cannot refuse an offer of redeployment to a suitable position. Academic staff must agree that the position is suitable.

58.11. Where the University is uncertain about the suitability of a redeployee for appointment, the University may offer that person a trial redeployment period (**'Trial Period'**) for a maximum of six months.

58.12. During the Trial Period, the redeployee and the supervisor will discuss the progress and suitability of the appointment. Should both the staff member and the University find that the position is not suitable at any time after an initial three months, the Trial Period will cease and the staff member will receive the voluntary separation benefits which would have been available to the staff member under sub-clause 57.8, excluding the lump sum of 12 weeks' pay.

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

58.14. At the conclusion of the six-month salary maintenance period referred to in sub-clause 57.13, the staff member's base rate of pay will be set at the top step of the classification for the lower-level position.

58.15. Where a continuing staff member seeks to be redeployed to a suitable position that is available on a fixed-term basis of up to 12 months, the staff member will be appointed to that position and will remain classed as a continuing staff member. At the end of the appointment period, if there are no vacant suitable positions available on a continuing basis, the provisions Clause 59 (Retrenchment) will apply.

58.16. Where a continuing staff member seeks to be redeployed to a suitable position that is available on a fixed-term basis for more than 12 months, or any arrangement referred to in sub-clause 58.15 that extends beyond 12 months, the staff member will be classed as a

fixed-term staff member and the terms of a fixed-term contract will apply. To avoid doubt, access to redundancy entitlements associated with the change process will cease after 12 months.

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

59 RETRENCHMENT

Application

59.1. The provisions of this Clause apply to continuing staff only, excluding CRE staff.

59.2. Where a continuing staff member does not apply for voluntary separation in accordance with sub-clause 57.3, the staff member will be advised in writing that they are an excess staff member and that their employment will be terminated. Such a termination is referred to as **'retrenchment'**.

Benefits on Retrenchment

59.3. A staff member will be given six weeks' notice (or payment in lieu of notice at the staff member's ordinary rate of pay) prior to the retrenchment taking effect.

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

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

59.6. For the purpose of calculating completed years of service:

(a) breaks between fixed-term appointments (or between a fixed-term appointment and a continuing or CRE appointment) of less than 12 weeks will not break continuity;

(b) periods of casual employment between fixed-term appointments will not break continuity, provided the casual engagement exceeds 12 weeks;

(c) periods of casual employment do not count towards years of service; and

(d) periods of unpaid leave do not count, except unpaid sick leave of less than six months under sub-clause 42.10, and unpaid parental leave under sub-clause 47.28.

59.7. The retrenchment benefit will be calculated using the staff member's base rate of pay (as defined at sub-clause 3.4) at the last day of their employment and the service fraction will be pro-rated over the staff member's entire eligible service period.

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

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

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

60 REDUNDANCY REVIEW

60.1. Within 10 working days of receipt of retrenchment notification, a staff member may request a review of the process that led to the redundancy of their position. The written

request for a review must be in sufficient detail to enable understanding of the reasons for requesting the review and the basis for why the staff member believes the University has failed to comply with the provisions identified in sub-clause 60.4.

60.2. There will be no extension to the notice of retrenchment period and nothing in this Clause will affect the ability of the University to terminate a staff member once notice of retrenchment has been issued in accordance with Clause 59 (Retrenchment).

60.3. On receipt of a request for a review, the University will establish a Review Committee (**the Committee**) within five working days. Membership of the Committee will be as follows:

(a) one external person, independent and external to the University who has the relevant industrial relations knowledge and experience (drawn from a list of Chairpersons agreed between the parties to this Agreement within three months of the commencement of this Agreement), who will be the Committee Chairperson;

(b) one UTS staff member nominated by the Vice-Chancellor (or nominee); and

(c) one UTS staff member nominated by the relevant Union (the staff member requesting the review will select either the NTEU or the CPSU as the relevant Union).

60.4. The role of the Committee will be to determine whether:

(a) the University has complied with the processes outlined in Clause 55 (Major Workplace Change), Clause 56 (Placements), Clause 57 (Voluntary Separation), Clause 58 (Redeployment), and Clause 59 (Retrenchment);

(b) where relevant and in accordance with sub-clause 55.17, the University has used fair and objective selection criteria to identify a position for redundancy.

60.5. The Committee:

(a) will review details provided by the staff member in their written request for a review;

(b) will review written submissions from the University outlining the process that led to the notification of retrenchment;

(c) will allow the staff member to respond to any documentation submitted to the Committee by the University, noting that the staff member may also seek to address the Committee;

(d) will allow the University to respond to any documentation submitted to the Committee by the staff member, noting that the University may also seek to address the Committee; and

(e) may seek further material or a meeting with either party, if the Committee considers it necessary.

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

60.7. If the Committee concludes that the University acted in accordance with the provisions identified in sub-clause 60.4, no further action will be taken.

60.8. If the Committee concludes that the University did not act in accordance with the provisions identified in sub-clause 60.4, the Vice-Chancellor (or nominee) will consider the Committee's report and:

(a) determine what steps, if any, will be taken to remedy any perceived unfairness or failure to follow the processes identified in sub-clause 60.4;

(b) determine if the redundancy will be rescinded; and

(c) inform the staff member of the University's decision in writing.

Other Matters

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

Part J

Managing Ill Health or Injury

PART J – MANAGING ILL HEALTH OR INJURY

61 INDEPENDENT MEDICAL EXAMINATION (IME)

Application

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

When an IME may be required

61.2. The University may require a staff member to attend an independent medical examination (IME) where there are reasonable concerns about the staff member's ability to safely perform the inherent requirements of their position, or where medical advice is needed to understand any health issues affecting their work. This requirement supports the University in meeting its obligations under work health and safety legislation to ensure, so far as is reasonably practicable, the health and safety of workers and others.

Process

61.3. The University will determine the independent medical examination provider. The cost of the examination will be met by the University.

61.4. The University will provide the staff member with at least four weeks' written notice that an IME is required.

Interaction with superannuation ill-health claims

61.5. If a staff member applies for ill-health retirement or disability benefits through their superannuation fund and provides evidence of the application, the University will pause the IME process while the fund assesses the claim. The University may resume the IME process if further information is required to meet its employment or safety obligations.

61.6. If the superannuation fund determines the staff member is fit to return to work and further assessment is needed, the University may direct the staff member to attend an IME with four weeks' written notice.

Medical report

61.7. The independent medical examination provider will issue a report to the University that indicates:

(a) whether the staff member can safely perform the duties of their position;

(b) if not, when they may be able to return to full duties; and

(c) any recommended workplace adjustments or return-to-work arrangements, including where a defined period of modified duties may be appropriate before returning to full duties.

61.8. Once the University has considered the report, the staff member will be advised of the next steps. Health information will be handled confidentially and in accordance with privacy laws.

61.9. The University will provide the staff member with a copy of the report.

62 SEPARATION FROM EMPLOYMENT ON MEDICAL GROUNDS

Principles

62.1. The procedures outlined in this Clause apply to all staff covered by this Agreement, excluding casuals. Nothing in this Clause precludes a staff member from initiating

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

Procedures

62.2. If a staff member does not attend an IME without a reasonable explanation, the University may make decisions based on the information available. In these circumstances, the University may determine that the staff member is unable to safely perform the inherent requirements of their role and may proceed to terminate their employment on medical grounds, provided there is reasonable medical evidence to support that conclusion.

62.3. The University may consider separation from employment on medical grounds where medical evidence indicates that the staff member:

(a) is not fit to perform the duties of their position; and

(b) is unlikely to be fit to resume those duties within a reasonable period (being 12 months).

62.4. The University may also consider separation from employment on medical grounds where medical advice recommends workplace adjustments that the University cannot reasonably maintain for more than 12 months, after assessing the staff member's circumstances, the operational requirements of the work area, and the feasibility of sustaining the recommended adjustments.

62.5. Decisions relating to termination of employment on medical grounds will be made by the Chief Operating Officer.

Payment on separation

62.6. Where the University decides to terminate a staff member's employment on medical grounds under this Clause, the staff member will receive:

(a) six months' notice or payment in lieu of notice, paid at their ordinary rate of pay; and

(b) payment of all accrued entitlements (including annual leave and long service leave, where eligible) in accordance with legislation and this Agreement.

62.7. Notwithstanding sub-clause 62.6, the staff member may submit a resignation to mitigate the termination of their employment.

Review Process

62.8. A staff member may seek a review of the findings contained in the medical report by advising the University in writing within 10 working days of the report being made available. The review request must be accompanied by a report from a suitably qualified medical practitioner stating an alternative medical view.

62.9. If a review is requested, the University will not proceed with termination of employment until the review process is completed. Every effort will be made to appoint the medical review panel no later than seven days from the staff member's request.

62.10. Where a review has been lodged in accordance with this Clause, the University will refer the original medical report to a panel comprising:

(a) one suitably qualified medical practitioner nominated by the University (not the practitioner who undertook the original IME); and

(b) one suitably qualified medical practitioner nominated by the staff member.

62.11. The medical practitioners on the panel will be specialists in the relevant discipline, experienced in providing medical fitness reports, and may be nominated by the Australian

Medical Association, the staff member's superannuation fund or UniSuper, or selected from NSW Health's panel of providers.

62.12. The panel will review the original medical report and provide a second opinion. The panel may undertake any further medical assessment it considers necessary and will provide its findings to the University and the staff member.

62.13. The University's final determination on whether the staff member's employment should be terminated will be guided by the findings of the panel.

Part K

Matters Specific to Academic Positions

PART K – MATTERS SPECIFIC TO ACADEMIC POSITIONS

63 DEVELOPMENT OF FACULTY WORKLOAD GUIDELINES

Principles

63.1. Faculty Workload Guidelines (**'the Guidelines'**) at UTS provide a structured framework that sets parameters, maximum limits and safeguards to ensure workloads remain reasonable and compliant with this Agreement. They provide the governance arrangements within which supervisors allocate work and aim to support fairness and consistency in workload distribution within the Faculty (or equivalent).

63.2. The Faculty Workload Committee (**'the Committee'**) plays a key role in the development of the Guidelines by providing input that reflects the views and experiences of continuing and fixed-term academic staff across Schools within the Faculty.

63.3. The Committee also supports the ongoing implementation of the Guidelines by providing advice and guidance to academic supervisors in its appropriate and consistent application. Through this work, the Committee helps to promote equitable workload practices and alignment with the Guideline across the Faculty.

63.4. Membership on the Committee will form part of an academic staff member's service and engagement workload allocation.

Formation of the Committee

63.5. To form the Committee, the Dean (or equivalent) will seek expressions of interest from continuing and fixed-term academic staff within the Faculty and appoint members with the aim of ensuring diversity of representation, including by gender, academic level and career profile, and discipline. The Dean (or equivalent) will also appoint a Chairperson from among the Committee members.

63.6. The Committee will include a mix of academic staff who perform the work regulated by the Guidelines and academic supervisors who are responsible for assigning that work. At least half of the Committee members will be staff performing the work regulated by the Guidelines on a day-to-day basis.

63.7. Where insufficient expressions of interest are received to meet the representation requirements outlined in sub-clauses 63.5 and 63.6, the Dean (or equivalent) will nominate additional members to ensure appropriate representation from across the Faculty.

63.8. Committee members will serve a three-year term. If a vacancy arises during the three-year term, the Dean (or equivalent) may call for expressions of interest or nominate a replacement member to serve for the remainder of the term.

Process

63.9. At the commencement of the process, the Dean (or equivalent) will meet with the Committee to provide relevant contextual information to support the development of the Guidelines. This may include information regarding Faculty-specific service roles, operational priorities, and any other considerations the Committee must take into account when formulating its draft Guidelines and recommendation.

63.10. The Committee will develop draft Guidelines in a collegial manner in accordance with this Clause and informed by the parameters provided by the Dean (or equivalent) and the input of continuing and fixed-term academic staff in the Faculty (or equivalent).

63.11. To accommodate disciplinary differences or variations in delivery modes (e.g. short forms of learning/ enterprise learning, block teaching, studio, off-shore teaching), the draft Guidelines may include specific variations within its components.

63.12. The Committee members will seek feedback from continuing and fixed-term academic staff in their School throughout this process (including through School meetings) with the aim of the Committee reaching an informed consensus on all components of the draft Guidelines, including the time taken to complete the work.

63.13. Where the Committee cannot reach consensus on the draft Guidelines within **12 weeks** of their first meeting, the Committee will meet with the Dean (or equivalent) to discuss points of difference and finalise the draft Guidelines.

63.14. The draft Guidelines will be provided to continuing and fixed-term academic staff in the Faculty (or equivalent) and they will be provided with no more than **four weeks** to provide feedback for the Committee's consideration.

Approval

63.15. The Dean (or equivalent) is responsible for approving the Faculty Workload Guideline.

63.16. After considering feedback from continuing and fixed-term academic staff within the Faculty, the Committee must provide the Dean (or equivalent) with:

(a) a summary of key themes arising from the consultation;

(b) the Committee's recommended Faculty Workload Guideline; and

(c) the rationale for that recommendation.

63.17. The Dean (or equivalent) must consider the Committee's recommendation, advise all continuing and fixed-term academic staff of the decision, and provide the final approved Faculty Workload Guideline, identifying any variations from the Committee's recommendation and the reasons for those variations.

63.18. The Dean must make all reasonable efforts to communicate the final decision within **four weeks** of receiving the Committee's recommendation. The approved Faculty Workload Guideline must then be made readily accessible to all continuing and fixed-term academic staff in the relevant Faculty (or equivalent).

Review

63.19. The approved Faculty Workload Guidelines will be reviewed at least every three years, at which time a new Committee may be formed.

63.20. Notwithstanding sub-clause 63.19, within 12 months of communicating the approved Faculty Workload Guidelines, the Dean (or equivalent), in consultation with the Committee, will conduct a survey of continuing and fixed-term academic staff. The purpose of the survey will be to identify any aspects of the Guidelines that may require clarification or adjustment to support equitable and sustainable workload allocation across the Faculty, while continuing to reflect operational needs. Where the need for changes is identified, Clause 64 will apply.

64 VARIATION OF FACULTY WORKLOAD GUIDELINES

64.1. Where variation to approved Faculty Workload Guidelines (the Guidelines) is required during their nominal term, the Dean (or equivalent) will consult with the Faculty Workload Committee.

64.2. Following consultation, the Dean (or equivalent) may approve amendments to the Guidelines, having regard to the Committee's advice and the need to ensure fairness, transparency and compliance with this Agreement.

64.3. Any amended Guidelines will be communicated to continuing and fixed-term academic staff within the Faculty.

64.4. Where proposed amendments would substantially alter the structure or operation of the Guidelines, the process outlined in Clause 63 will apply.

65 Components of a Faculty Workload Guideline

65.1. Faculty Workload Guidelines will reflect the time taken to complete the work. The components of a Faculty Workload Guideline will include (as relevant for the Faculty and consistent with the information provided at sub-clause 63.9), but are not limited to:

(a) maximums for each of the following:

i. contact hours (including face-to-face or online equivalent) per week, averaged over teaching weeks (noting that consideration will be given by individual Faculties to the method of delivery and assessment load as this may influence time commitments for contact hours and other teaching-related activities);

ii. expected preparation hours per week, averaged over teaching weeks;

iii. expected hours of interaction with students (on-line or in-person) per week, averaged over teaching weeks;

iv. expected marking hours per week, averaged over teaching weeks;

v. expected subject and/or teaching program coordination hours per week, averaged over teaching weeks;

vi. the number of subjects coordinated by a staff member per session, averaged over a year (this may include specification of the level and/or size of subjects);

vii. the number of research degree students and/or coursework research projects supervised by a staff member (in Faculties where HDR supervision is a teaching-related activity).

(b) time-based allocations for specific Faculty specific service roles;

(c) time-based allocations for specific University level service roles.

66 Individual Workload Allocation

Principles

66.1. Continuing and fixed-term academic staff will be allocated work in accordance with this Clause and the provisions of the relevant Faculty Workload Guideline. Workload allocation processes will be transparent, consultative, equitable and reasonable.

66.2. An annual workload allocation will be developed for each staff member, following consultation between the supervisor (or person responsible for workload allocations) and the staff member, in accordance with the provisions of Clause 17 (Workplanning and Review). The workplan will specify the workload pattern of the staff member in accordance with sub-clause 66.6, for the relevant academic year.

66.3. Academic workload allocation will be in accordance with the relevant Faculty Workload Guideline and will normally consist of three major components:

(a) **teaching and teaching-related activities**: educational provision and/or subject and/or teaching program/ course coordination and/or marking and assessment for undergraduate, postgraduate and higher degree, industry programs, short forms of learning/ enterprise learning, and covering all forms of suitable product including student support/success activities, and covering all forms of suitable educational pedagogical development and quality control;

(b) **research and research-related activities**: contributions to discipline-based research and/or discipline education scholarship and research; pedagogical research to organise and distil existing and new knowledge to bring about improvements in teaching and/or education development; and/or the dissemination of research through academic, industry and media channels; and/or professional activity including supervision, including HDR supervision, relevant to these activities; and

(c) **service and engagement activities**: contributions to academic administration and management; and/or coaching and guidance of other staff (including casual academic staff); and/or leadership both internal and external to the University; and/or professionally related engagement within the professions/disciplines and the community, and/or philanthropic, alumni, media and communications activities. This component may also include teaching program/ course coordination (as relevant).

66.4. In allocating the workload, the supervisor will seek to balance the interests of the staff member and the University, having regard to the following considerations:

(a) the staff member's preferences, abilities, stage of career/academic level and career profile;

(b) the staff member's research plans and level of research activity;

(c) the needs of the School and Faculty relating to teaching, research and service commitments;

(d) any special appointments or service commitments – e.g. leadership appointments (such as teaching leadership, research leadership or administrative leadership), or membership on Faculty/ University committees etc.;

(e) the staff member's personal circumstances, including equity considerations, leave plans (including the impact of extended leave such as parental leave), return to work plans and reasonable accommodations for disability or carer' responsibilities.

Academic Career Profiles and Workload Patterns

66.5. The majority of continuing and fixed-term academic staff in each Faculty will hold a teaching and research academic career profile, as described under sub-clause 66.6 (a). However, alternative career profiles – such as education-focused or research-focused – may be appropriate at different stages of an academic staff member's career, depending on individual strengths, interests, and in accordance with sub-clause 66.4. Access to these profiles is subject to approval by the Dean (or equivalent), in accordance with sub-clauses 66.9 - 66.11.

66.6. Academic career profiles have a default workload allocation pattern which may be varied by agreement between the supervisor (or person responsible for workload allocations) and the staff member, and in accordance with this Clause. The academic career profiles and default workload patterns are as follows, noting that the combined allocation across teaching, research, and service and engagement activities will total 100%, with adjustments to other components as required:

(a) **Teaching and research academic career profile:** a default of 40% teaching and teaching-related activities; 40% research and research-related activities; and 20% service and engagement activities.

(b) **Education-focused academic career profile:** a default of up to 70% teaching and teaching-related activities; minimum 20% research and research-related activities; and minimum 10% service and engagement activities.

(c) **Research-focused academic career profile:** a default of 20% teaching and teaching-related activities; 70% research and research-related activities; and 10% service and engagement activities.

66.7. Staff will have access to a schedule setting out workload allocation patterns for continuing and fixed-term academic staff in the relevant School for the academic year (or session). Staff names may be anonymised.

Fixed-term backfill

66.8. Where a staff member is employed on a fixed-term appointment in accordance with sub-clause 28.7 (c) (i.e. to backfill for a returning staff member), the fixed-term staff member will undertake duties that are substantially similar to those the returning staff member would otherwise have performed, for the duration of the appointment.

Changing academic career profiles and/ or academic workload patterns

66.9. An academic staff member may request to vary their academic career profile and/or their default workload allocation pattern for a defined period. Such requests may be discussed between the staff member and their supervisor (or person responsible for workload allocations) as part of the work planning and review processes under Clause 17.

66.10. A staff member seeking to transition from an education-focused academic career profile to a teaching and research academic career profile must hold a PhD and demonstrate that they meet, or are likely to meet, the requirements of the teaching and research profile, including by submitting a research plan aligned with the Faculty's research priorities.

66.11. The Dean (or equivalent) will determine the outcome and notify the staff member in writing within **four weeks** of receiving the request.

66.12. Where a request is declined, the University will provide written reasons for the decision, having regard to sub-clauses 66.9 and 66.10.

Development for New Level A or Level B Appointments

66.13. New staff appointed to Level A or Level B positions, in any academic career profile, may be required by the University to complete a 2-year development program such as a Graduate Certificate in Higher Education Teaching and Learning, or similar.

66.14. In determining whether a staff member must undertake a 2-year development program, the Dean (or equivalent) will consider the staff member's prior experiences, existing expertise, and areas where development would most benefit their performance in the appointed role.

66.15. For staff undertaking such a program, up to 25% of their total workload (i.e. up to 8.75 hours a week, pro-rata for part-time) will be allocated to completing all components of the development program within the two-year period. At the conclusion of this period, the default academic workload allocation pattern will apply.

Individual Workload Limitations

66.16. 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).

66.17. Academic staff will not be required to work more than 1610 hours per year (pro-rata for part-time), which allows for 140 hours of annual leave to be taken each year and for University/ public holidays. The 1610 annual hours of work (pro-rata for part-time) will be adjusted accordingly if more or less annual leave is taken or if any other approved leave is taken.

66.18. The hours of work allocated for the teaching and teaching-related component of an academic staff member's workload allocation will reflect the relevant percentage for their career profile, and accordance with their annual workplan (e.g. 1610 multiplied by 0.4 would equate to 644 annual hours for a workload allocation of 40% teaching and teaching-related activities).

66.19. An academic staff member may agree to perform work above the limitations provided by this Clause or the relevant Faculty Workload Guidelines for an agreed period (such as a total workload allocation of 110% in order to perform additional teaching and teaching-related activities during a teaching period). In this circumstance the staff member will receive an equivalent reduction in workload allocation at an agreed point in time within a two-year period (such as a total workload allocation of 90% in a subsequent teaching period).

66.20. Academic workload allocations will allow for at least **six weeks** during the calendar year where the academic staff member will not be required to undertake coursework, subject coordination, teaching or marking and assessment duties. **At least four** of the six weeks will be consecutive weeks, unless otherwise agreed.

66.21. Academic staff (excluding those with a teaching and clinical facilitation academic career profile) will not be required to:

(a) teach after 9.30pm, except when teaching offshore (e.g. Hong Kong, SILC and SSTC);

(b) teach on more than two evenings per week;

(c) teach for longer than four hours without a break of at least 30 minutes, and for no longer than seven hours in one day;

(d) commence teaching within 10 hours of the conclusion of a teaching session conducted on the previous day.

67 REVIEW OF INDIVIDUAL WORKLOAD ALLOCATION

67.1. If a continuing or fixed-term academic staff member believes their workload is inconsistent with the relevant Faculty Workload Guidelines or the provisions of Clause 66 (Individual Workload Allocation), they should first discuss the matter with their Discipline Lead or Head of School (or equivalent).

67.2. If the issue remains unresolved following those discussions — or if the staff member does not feel comfortable raising the matter with their Discipline Lead or Head of School (or equivalent) — they may seek a review of their workload allocation by the Dean (or equivalent).

67.3. If the matter is still unresolved, the staff member may request a review of their workload allocation by an independent reviewer. The scope of the review will be limited to assessing compliance with the relevant Faculty Workload Guidelines and the provisions of Clause 66 (Individual Workload Allocation).

67.4. When a request for a review by an independent reviewer arises, the independent reviewer will be:

(a) an academic with experience in allocating workloads;

(b) outside the staff member's Faculty;

(c) appointed by the Executive Director, People and Culture (or nominee), following consultation with the NTEU Branch President.

67.5. The independent reviewer will:

(a) consider any written submission made by the staff member;

(b) consider the staff member's workload allocation having regard to the relevant Faculty Workload Guidelines;

(c) make an assessment as to the reasonableness of the workload allocation; and

(d) make recommendations to the Executive Director, People and Culture (or nominee) as to a suggested resolution, if any.

67.6. Nothing in this Clause prevents an academic staff member from accessing the dispute settling process in Clause 12, following reasonable attempts to resolve the matter in accordance with this Clause.

68 Minimum Level of Appointment

68.1. Any Level A academic staff member who, upon appointment, holds a PhD qualification, or who obtains a PhD qualification during their appointment, will be paid a salary no lower than Level A, Step 3.

69 Incremental Progression Within Classifications Levels

69.1. After 12 months at an academic level, or on entry into an academic level, all continuing, fixed-term, and CRE staff who are not at the maximum pay step for that level will be eligible for progression to the next higher pay step, subject to sub-clause 69.2.

69.2. An increment may only be withheld by the University where a staff member's performance is subject to the provisions of Clause 51 (Unsatisfactory Performance) or the staff member has been served with formal allegations consistent with Clause 52 (Misconduct and Serious Misconduct).

69.3. Where an increment is withheld in accordance with sub-clause 69.2, incremental progression will be restored when the staff member's performance returns to a satisfactory standard or the formal allegations have been unsubstantiated.

70 Progression From Classification Level A to Level B

70.1. Classification Level A is the career entry level for continuing, fixed-term and CRE academic staff and there is an expectation that most staff appointed at classification Level A will progress to classification Level B.

70.2. The process outlined in this Clause has been developed to facilitate career development and progression of staff classified as academic Level A and replaces promotion from Level A to Level B.

Process

70.3. Continuing, fixed-term and CRE staff at classification Level A may apply to the Dean (or equivalent) for progression to classification Level B at any time after serving at least 12 months at classification Level A.

70.4. Applicants must supply accompanying evidence of meeting the requirements of classification Level B, as set out in the MSALs at **Schedule 6** of this Agreement. The supporting information supplied is expected to reflect the applicant's recent performance and achievements at UTS.

70.5. Applicants will be notified of the outcome in writing within **four weeks**.

70.6. Where progression to classification Level B is not approved, the staff member will be provided with written feedback outlining the reasons for the decision.

70.7. The Dean (or equivalent) may determine accelerated progression within Level A, rather than progression to Level B, where the staff member has not yet met the requirements for Level B but has made substantial progress towards meeting them.

71 ACADEMIC PROMOTION

71.1. Continuing, fixed-term and CRE academic staff at classification Level B - D are eligible to apply for academic promotion. Academics are eligible to apply for promotion twice in any four-year period.

71.2. Academic promotion will be managed in accordance with the University's *Academic Promotion Policy*.

72 PROFESSIONAL EXPERIENCE PROGRAM (PEP)

72.1. The UTS Professional Experience Program (PEP) enables continuing academic staff to undertake activities to develop their academic work.

72.2. PEP participation is neither a right nor an entitlement of academic employment. Each application for PEP is considered on its merits and is approved at the University's discretion.

72.3. Applications are considered through a competitive process that assesses the benefits to the individual and to the University, taking into consideration any operational requirements.

72.4. PEP will be managed in accordance with the University's *Professional Experience Program Policy*.

Eligibility

72.5. The following minimum service requirements apply for PEP eligibility:

(a) Eligible staff must have three years' service with UTS as of 1 January or 1 July prior to the proposed commencement date of the PEP;

(b) Full-time and part-time continuous service (at classification Level A or above) at another Australian University will be included in the eligibility calculation if continuous with UTS service. For the purposes of this Clause, **'continuous service'** means where the period between ending with one employer and starting with the next is not greater than two months (the intervening period is not counted as service);

(c) Any periods of casual employment will not count towards years of service;

(d) Periods of unpaid leave, except for any periods of sick leave without pay of less than six months in accordance with sub-clause 42.10 or any periods of unpaid parental leave in accordance with sub-clause 47.28, do not count towards years of service;

(e) The staff member is able to perform duties at the University for at least six months after the completion of PEP;

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

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

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

72.6. In addition to the eligibility and service requirements, the following performance requirements impact PEP eligibility. A staff member must have:

(a) participated in University's annual workplanning and review processes;

(b) at minimum, must have met performance expectations for the previous three years as evidenced by the workplan review documentation;

(c) met UTS's standards of academic and personal conduct; and

(d) where relevant, met previous PEP planned outcomes, reporting and other internal communication requirements.

73 CASUAL ACADEMIC STAFF

Principles

73.1. UTS staff appointed to a casual academic position will be provided with least **two hours** of work on each day they are required to work, inclusive of any incorporated time and payment for preparation or associated duties provided for in **Schedule 2** of this Agreement. Hours worked across multiple concurrent casual appointments will be aggregated.

73.2. Casual academic staff will not ordinarily perform full subject coordination duties, unless in temporary circumstances and in accordance with sub-clause 29 (b) or (c). A casual academic staff member temporarily undertaking full subject coordination duties will be paid at the relevant Other Academic Activity rate, in accordance with sub-clause 73.16.

73.3. Casual academic rates of pay applicable to staff who hold a PhD qualification will be payable from the commencement of employment only if evidence of conferral is provided prior to, or at the time of, accepting the offer of work.

73.4. If a casual academic staff member obtains their PhD, or formally advises the University of their conferral partway through a teaching session, the applicable rate will take effect from the date the University receives formal notification and appropriate evidence (e.g. a copy of the testamur). It is the responsibility of the casual academic staff member to notify the University of their conferral in a timely manner and to provide the required documentation.

Definitions

73.5. **'Casual academic staff'** are engaged to perform the duties consistent with **Schedule 2** (Academic Activity Descriptors and Rates of Pay – Casual) and in accordance with Clause 29 (Casual Appointment).

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

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

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

73.9. **'Clinical Facilitation'** means any educational delivery to facilitate student learning during clinical placement in an off campus clinical setting and/ or on campus environment.

73.10. **'Marking'** means all marking and assessment activities, other than contemporaneous marking and assessment conducted during lecturing, tutoring, and clinical facilitation.

73.11. **'Other Academic Activity'** means all other work that casual academic staff are required to be perform not described in sub-clause 73.6 - 73.10 above. Other Academic Activity includes, but is not limited to:

(a) the conduct of practical classes, demonstrations, workshops, student field excursions that require no preparation by the staff member before the activity and no consultation or any other associated tasks following the activity;

(b) attendance at departmental and/or Faculty meetings and other meetings and briefings with supervisors or other staff;

(c) policy familiarisation and/or completion of mandatory compliance training modules; or

(d) authorised career development activities in accordance with sub-clause 73.19.

Academic Activity Descriptors and Rates of Pay

73.12. A casual academic will be paid at the rate applicable to the activity performed, as set out in **Schedule 2**.

73.13. Casual academic rates of pay include a casual loading of 25%. The rate of pay is calculated by dividing the relevant pay point by 52 and then by 37.5, multiplied by the number of hours worked (including associated duties), and multiplying the result by 1.25.

73.14. Pay point **Level A, Step 1** in **Schedule 1** applies to the following activities:

(a) Tutorial – Normal

(b) Tutorial – Repeat

(c) Clinical Facilitation – Detailed Preparation

(d) Clinical Facilitation – Normal Preparation

(e) Marking – Standard

(f) Other Academic Activity – Other Activity

73.15. Pay point **Level A, Step 3** in **Schedule 1** applies to the following activities:

(a) Tutorial – Normal (PhD)

(b) Tutorial – Repeat (PhD)

(c) Clinical Facilitation – Detailed Preparation (PhD)

(d) Clinical Facilitation – Normal Preparation (PhD)

(e) Marking – Standard (PhD)

(f) Other Academic Activity – Other Activity (PhD)

73.16. Pay point **Level B, Step 2** in **Schedule 1** applies to the following activities:

(a) Lecture – Specialised

(b) Lecture – Developed

(c) Lecture – Basic

(d) Lecture – Repeat

(e) Marking – Higher Level

(f) Other Academic Activity – Subject Coordination

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

Training and Development

73.18. Where the University requires casual academic staff to familiarise themselves with University policies and complete mandatory compliance training modules, payment must be made at the 'Other Academic Activity' rate.

73.19. Casual academic staff are entitled to up to 10 paid hours per calendar year to undertake career development activities, subject to the approval of the supervisor. Such activities must be directly relevant to the staff member's casual academic duties, discipline area, or academic career development and will be paid at the 'Other Academic Activity' rate. For clarity, activities under sub-clause 73.18 do not constitute career development activities for the purposes of this entitlement.

73.20. In considering any request by a casual academic staff member for support in career development under sub-clause 73.19, the University will take into account:

(a) the staff member's period of employment with the University;

(b) whether the staff member is enrolled as a student or is primarily employed by an organisation other than UTS; and

(c) the relevance of the proposed career development activity to the staff member's duties, discipline, or academic career progression.

Part L

Matters Specific to Professional Positions

PART L – MATTERS SPECIFIC TO PROFESSIONAL POSITIONS

74 ORDINARY HOURS OF WORK

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

Day staff

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

74.3. The established pattern of hours for a day staff member is the pattern of hours worked within the span of hours referred to in sub-clause 74.2 that meets the operational needs of the work unit.

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

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

74.6. Where a supervisor proposes to permanently change the established pattern of hours, this will be considered a minor workplace change and the process set out under sub-clause 54.12 - 54.16 will apply.

Shiftwork staff

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

75 BREAKS

Unpaid meal breaks

75.1. A staff member will not be required to work more than five consecutive hours without a meal break of at least half an hour.

75.2. Staff may choose to take a longer or shorter meal break, and the timing and duration of the break is at the staff member's discretion, unless rostered.

75.3. Time taken as meal breaks will not be paid for and will not be counted as time worked.

Paid rest breaks

75.4. A staff member is entitled to two 10-minute paid rest breaks per day.

76 PROFESSIONAL WORKLOAD ALLOCATION

76.1. Workload allocated to professional staff will be sustainable, equitable, transparent and manageable.

76.2. The University will allocate workload such that it can be undertaken within an average of 140 hours in a four-week cycle (pro-rata for part-time).

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

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

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

(b) the position description, the staff member's skills and capabilities and any development needs of the staff member; and

(c) the importance of maintaining an appropriate balance between work and personal life.

76.5. It is recognised that reasonable overtime in accordance with Clause 81 may, from time to time, be required to meet operational needs of the University, and it is the responsibility of supervisors to ensure that unreasonable expectations are not placed on professional staff.

76.6. Supervisors will monitor the workload of staff members so that they are not asked to perform work for which they receive no payment or time off in accordance with the relevant provisions of this Agreement.

76.7. Supervisors are responsible for facilitating effective management of:

(a) workplanning and review processes in accordance with Clause 17;

(b) annual leave balances in accordance with Clause 40;

(c) flexitime hours in accordance with Clause 78;

(d) rostered days off in accordance with Clause 79; and

(e) time off in lieu of overtime payment in accordance with Clause 81.

77 Review of Professional Workload Allocation

77.1. A staff member who has (or a group of staff who have) concerns about their workload will in the first instance discuss the matter with their supervisor to seek support with resolving the problem. The supervisor will formally consider the concerns and provide the staff member (or group of staff) with details of their consideration in writing within a period of **two weeks**.

77.2. If the issue cannot be resolved between the staff member(s) and their supervisor, the matter may be escalated to the next level manager where the staff member(s) will set out:

(a) their workload concerns;

(b) evidence of the cause and consequences; and

(c) where possible, propose a reasonable remedy for the University's consideration.

77.3. The next level manager will respond to the staff member(s) within **two weeks** in writing, which may include solutions to address the problem (including determining if the staff member's workload needs to be altered and how) without impacting the classification of the position(s), and the timeframe this will be achieved.

77.4. If the matter is still unresolved, the staff member may request a review of their workload allocation by an independent reviewer. The scope of the review will be limited to considering the relevant position description, the staff member's workplan, and Clause 76 (Professional Workload Allocation).

77.5. When a request for a review by an independent reviewer arises, the independent reviewer will be:

(a) a professional manager with experience in allocating workloads;

(b) outside the staff member's work area; and

(c) appointed by the Executive Director, People and Culture (or nominee), following consultation with the relevant union.

77.6. The independent reviewer will:

(a) consider the material set out in sub-clause 77.4;

(b) consider any written submission made by the staff member in respect of sub-clause 77.4;

(c) make an assessment as to the reasonableness of the workload allocation; and

(d) make recommendations to the Executive Director, People and Culture (or nominee) as to a suggested resolution, if any.

77.7. Nothing in this Clause prevents a professional staff member(s) from accessing the dispute settling process in Clause 12, following reasonable attempts to resolve the matter in accordance with this Clause.

78 FLEXITIME

78.1. Flexitime is a mechanism for continuing, fixed-term and CRE staff who do not work to a roster, and wish to work additional hours during the established pattern of hours for the work area in order to take time off at a future date. Participation of a work area, such as faculty or divisional unit, in any flexitime scheme is not an automatic entitlement and is subject to agreement by the relevant Dean or Director (or delegate) and the provisions of sub-clause 18.11 (c).

78.2. Staff must use a timesheet to track their day-to-day times of starting, finishing and meal breaks. Timesheets completed by staff must be monitored and approved by supervisors.

78.3. Flexitime hours must be accrued prior to requesting and taking the time off. Time off will be taken at a mutually agreed time, and a maximum of 14 hours may be held in balance.

78.4. Staff are able to take flexitime hours off in any quantum, including short periods, half days, as a whole day, or multiple days.

78.5. Supervisors will not require a staff member to work additional hours as a mechanism for avoiding the payment of overtime. Where the University requires a staff member to work additional hours, overtime in accordance with Clause 81 will apply.

78.6. Staff must use any flexitime hours in balance prior to the cessation of their employment with the University or transfer to another Faculty/ Division (or equivalent).

79 ROSTERED DAY OFF (RDO)

79.1. Where staff work to a roster with set times of starting and finishing and meal breaks, and they wish to work additional hours as part of a rostered day off scheme, rostered days off will form part of the roster. Staff in this circumstance will not be able to work additional hours as part of a flexitime scheme as provided for under Clause 78. Participation of a work area in any rostered day off scheme is not an automatic entitlement and is subject to agreement by the relevant Dean or Director (or delegate).

79.2. Supervisors will not require a staff member to work additional hours as a mechanism for avoiding the payment of overtime. Where the University requires a staff member to work additional hours, overtime in accordance with Clause 81.

80 SHIFTWORK

Principles

80.1. The provisions outlined in this Clause apply to professional staff who are engaged as shiftworkers only.

80.2. Any areas of the University which operate shiftwork arrangements at the time of the making of this Agreement will continue to operate such arrangements after the making of this Agreement.

80.3. Should a Dean/ Director wish to introduce shiftwork to an area of the University which does not currently operate shiftwork arrangements, the provisions of Clause 55 (Major Workplace Change) will apply.

Scheduling shift rosters

80.4. Shift rosters will show the start and finish times for shifts that shiftwork staff are required to work within a fortnightly pay cycle, and their rostered days off in accordance with Clause 79.

80.5. Shift rosters will provide staff with two consecutive days off per week.

80.6. Where a rostered day off falls on a proclaimed public holiday, the staff member will be provided with an alternative day off.

80.7. Supervisors will consult with staff who perform shiftwork before finalising the shift roster. The shift roster will be communicated to staff at least four weeks prior to its commencement.

80.8. Once communicated, there will be no changes to the shift roster without consultation with the staff concerned.

Changes to shift rosters

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

80.10. If a staff member is required by the University to work on their rostered day off, overtime will be paid in accordance with Clause 81.

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

Shift penalty rates

80.12. Shiftwork staff will be paid a multiple of their base rate of pay for all ordinary hours worked during rostered shifts. For clarity, shiftwork staff are not entitled to shift penalties when they take paid leave except in relation to paid domestic or sexual violence leave in accordance with Clause 50. Shift penalty rates are as follows:

Shift	Multiple
Day shift starts at or after 7:00am and finishes at or before 7:00pm, Monday to Friday	100%
Early morning shift starts at or after 4:00am and before 7:00am, Monday to Friday	110%
Early afternoon shift starts at or after 10:00am and before 1:00pm, Monday to Friday	110%
Afternoon shift starts at or after 1:00pm and before 4:00pm, Monday to Friday	112.5%
Night shift starts at or after 4:00pm and before 4:00am, Monday to Friday	115%
Non-rotating night shift, is where a staff member works night shift for more than two thirds of the fortnightly pay cycle	130%
Saturday, including shifts that start before midnight Friday and finish on Saturday	150%
Sunday, including shifts that start before midnight Saturday and finish on Sunday	175%
Public holiday, where a staff member works a rostered shift which finishes during a public holiday	250%

Rates not cumulative

80.13. To avoid doubt, shift penalty rates at sub-clause 80.12 do not apply when work is performed in accordance with Clause 81 (Overtime) or Clause 82 (On-Call Allowance and Rate of Pay). However, the 25% casual loading does apply in addition to any applicable shift penalty rate.

81 Overtime

Principles

81.1. A staff member will be paid overtime for all authorised work performed outside of, or in excess of, their ordinary or rostered hours in accordance with Clause 74. Overtime is assessed on a daily basis.

81.2. Part-time professional staff (continuing, fixed-term and CRE appointments) may agree to perform additional hours and be paid a 25% loading on their base rate of pay for those hours, in lieu of engagement under a separate casual appointment in accordance with sub-clause 26.2. Where those additional hours constitute overtime under this Agreement, overtime rates will apply.

When overtime occurs

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

(a) more than the ordinary hours of work as described at sub-clause 74.2 or sub-clause 74.7; or

(b) outside the ordinary hours of work as described at sub-clause 74.2 or sub-clause 74.7.

81.4. Overtime for a casual professional staff member is payable when they are required by the University to work:

(a) more than seven hours in any one day, Monday to Friday (excluding public holidays); or

(b) on a Saturday, Sunday or public holiday.

81.5. Overtime does not apply where additional hours are worked in connection with Clause 78 (Flexitime) or Clause 79 (Rostered Day Off).

81.6. Overtime does not apply where work is performed in accordance with Clause 82 (On-Call Allowance and Rate of Pay).

81.7. Overtime does not apply if a staff member agrees to work on a public holiday in exchange for an alternative day off in accordance with sub-clause 39.4 - 39.5.

81.8. Overtime does not apply where additional hours are worked for the purposes of an authorised flexible working arrangement in accordance with Clause 18 (Requests for Flexible Working Arrangements).

Overtime meal allowance

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

Rates payable for overtime

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

Multiple	Situation
150%	• Up to the first two consecutive hours worked, **Monday to Saturday**.
200%	• For all additional consecutive hours worked, where more than two hours overtime is worked, **Monday to Saturday**. • A **minimum** payment of **three hours** at this rate will be paid for overtime on a **Saturday**, irrespective of the hours worked. • However, in the case of shiftwork staff, the minimum payment will not apply when overtime is worked immediately before or after a rostered shift.
200%	• All consecutive hours worked on a **Sunday**. • A **minimum** payment of **three hours** at this rate will be paid, irrespective of the hours worked. • However, in the case of shiftwork staff, the minimum payment will not apply when overtime is worked immediately before or after a rostered shift.
250%	• All consecutive hours worked on a **public holiday**. • A **minimum** payment of **four hours** at this rate will be paid, irrespective of the hours worked. • However, in the case of shiftwork staff, the minimum payment will not apply when overtime is worked immediately before or after a rostered shift.

Rates not cumulative

81.11. The overtime rates at sub-clause 81.10 and the 25% casual loading (for casual staff) are not cumulative. Where a staff member is entitled to more than one of these rates, only the highest applicable rate will be paid.

10-hour minimum break following overtime

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

Time off instead of payment for overtime

81.13. A continuing, fixed-term or CRE staff member may request time off instead of payment for overtime.

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

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

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

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

81.18. Where the time in lieu has not been taken prior to the cessation of a staff member's employment, the staff member will receive payment for the overtime at the applicable rate upon termination of their employment. Any payment for accrued time in lieu will be capped at 35 hours (pro-rata for part-time staff) in accordance with sub-clause 81.15.

82 ON-CALL ALLOWANCE AND RATE OF PAY

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

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

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

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

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

Date	Increase %	Daily Rate Monday – Friday	Daily Rate Weekends and Public Holidays
1 May 2026	1.50%	$22.46	$31.70
1 August 2026	2.50%	$23.03	$32.50
1 May 2027	3.50%	$23.84	$33.64
1 May 2028	3.50%	$24.68	$34.82
1 May 2029	3.00%	$25.43	$35.87

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

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

82.8. For clarity, the on-call allowance is not payable while the staff member is on any form of leave (except in relation to paid domestic or sexual violence leave in accordance with Clause 50).

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

Type of work	Description of work	Payment
Remote call-out	Occurs when a staff member is required to perform duties remotely without attending the workplace, outside their ordinary hours of work.	• **150%** of the staff member's base rate of pay for the time taken to set up equipment for use and actual time on duty. • A **one-hour minimum** payment will apply if a staff member is required to attend to one or more remote call-outs on a particular day.
Call-back	Occurs when a staff member is required to return to the workplace to perform duties, outside their ordinary hours of work.	• **200%** of the staff member's base rate of pay for actual travel time to and from the workplace, and time on duty. • A **three-hour minimum** payment will apply on each occasion a staff member is required to attend to a call-back on a particular day. • Staff who live outside the Sydney metropolitan area will not be expected to attend to a call-back more than once on a particular day. • The staff member will also be paid a kilometre allowance for travel between home and the workplace and reimbursed for any toll and parking fees (receipts must be provided). Alternatively, the University may provide taxi vouchers or reimburse the staff member for taxi/rideshare fares (receipts must be provided).

83 Travel Allowances and Reimbursement

83.1. Where a staff member is required to travel away from their home overnight in the course of their duties, the University will cover reasonable costs for travel and accommodation.

83.2. At the discretion of the University, the University will reimburse the staff member for reasonable meal expenses (if receipts are provided).

83.3. The University will reimburse the staff member for the costs of local business travel required by the University (e.g. public transport, taxi/rideshare or parking fees and any toll fees) on submission of receipts.

83.4. The time a staff member spends for travel in relation to official University business will be regarded as ordinary time.

83.5. A staff member required to travel for eight hours or more to work offshore will be entitled to 24 consecutive hours off duty either prior to travel or on arrival at the destination, as well as 24 consecutive hours off duty upon their return. The 24 consecutive hours off duty will include travel time.

83.6. The arrangements at sub-clause 83.5 do not apply when a staff member elects to attend conferences or undertake other activities which are not at the direction of the University, or if the staff member elects to take leave either before or after the period of travel required by the University.

84 Professional Staff Career Development

84.1. The University is committed to providing opportunities for professional staff to build their skills and competencies, and to develop their careers to benefit the individual staff member and improve University performance.

84.2. The UTS Staff Learning Portal includes information on online learning, workshops, and curated content to assist staff with their professional development needs.

84.3. The University will facilitate a supportive environment for career development by:

(a) enhancing and supporting skill development on the job;

(b) providing opportunities, such as secondments and higher duties, for staff to develop new skills and progress their careers; and

(c) promoting equitable access to training.

84.4. The University will fund approved training and development activities that are essential to the performance of the staff member's current position. The University will also support approved training and development activities that will enhance the staff member's ability to develop beyond their current position and benefit the University.

84.5. The University encourages professional development through personal learning and maintains funding to help with partial payment of UTS courses, which will be of benefit to the University and the staff member.

84.6. All continuing, fixed-term and CRE staff members will discuss individual development needs with their supervisor as part of the annual workplanning and review process, in accordance with Clause 17, to identify appropriate development opportunities for the coming year.

84.7. Funds will be allocated from Faculty/ Division operating budgets for training and development purposes and/ or from central funds for specific University learning and development initiatives.

Vice-Chancellor's Professional Staff Excellence Awards

84.8. The Vice-Chancellor's Professional Staff Excellence Awards recognise and celebrate individual professional staff, and cross-area collaborative groups, who demonstrate outstanding performance, dedication, leadership, collaboration and innovation that reflect our key values, and enable the University to achieve its strategic priorities.

84.9. The value and type of award will be determined by the Awards Committee, chaired by the Vice-Chancellor (or delegate).

85 Position Descriptions, Classification and Evaluation

Principles

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

85.2. The University will apply the Professional Classification Descriptors set out at **Schedule 7** of this Agreement as the primary reference for determining the classification of new positions, or the reclassification of an existing or modified position. Positions will be classified at the HEW level which most accurately reflects the work to be performed, as described in the position description.

Staff-initiated requests

85.3. A staff member may request a review of their position description no more than once in any 12-month period to establish the appropriate classification level of that position. The staff member and the supervisor will meet and discuss the requirements of the position and if necessary, the supervisor will update the position description as appropriate.

85.4. The People Unit will review the position description and determine the appropriate classification level. The staff member will be advised of the reclassification outcome within six weeks.

University or staff-initiated reclassification outcomes

85.5. Where the process results in the position being classified at a higher HEW level, the effective date of the reclassification will be the date on which the changes that warranted the upgrading occurred.

85.6. Where the classification outcome remains unchanged, the University will advise the staff member of the reasons for the decision in writing.

85.7. Where the process results in the position being classified at a lower HEW level, the University will provide the staff member with the reasons for the decision in writing. The supervisor will also meet with the staff member to explain the outcome. The staff member's base rate of pay will not be adjusted for a period of six months from the date of the written reasons. At the conclusion of the six-month salary-maintenance period, the staff member's base rate of pay will be set at the top step of the lower classification level.

85.8. Within two weeks of receiving the written reasons under sub-clause 85.7, the staff member may submit a written response limited to factual corrections or material omissions. The supervisor will arrange a meeting with the staff member and a representative from the People Unit to explain whether the information provided affects the classification outcome. This process does not reopen the job evaluation or alter the evaluation methodology.

86 Incremental Progression Within Classification Levels

86.1. **'Unit Increment Date'** means the date on which staff within a work unit are eligible to progress to the next pay step within the classification level. This date will be either 1 April or 1 October. The relevant Unit Increment Date for work units will be set by the University.

86.2. Continuing, fixed-term and CRE staff members who are not at the maximum pay point for their classification level will progress to the next pay step within the classification level on the relevant Unit Increment Date.

86.3. An increment may only be withheld by the University where a staff member's performance is subject to the provisions of Clause 51 (Unsatisfactory Performance) or the staff member has been served with formal allegations consistent with Clause 52 (Misconduct and Serious Misconduct).

86.4. Where an increment is withheld in accordance with sub-clause 86.3, incremental progression will be restored when the staff member's performance returns to a satisfactory standard or the formal allegations have been unsubstantiated.

87 Broadbanding

87.1. Classification levels may be broadbanded in accordance with the level descriptors in **Schedule 7** of this Agreement.

87.2. The implementation of broadbanded positions will give primary consideration to the goals, objectives and needs of the University and the work area.

87.3. The following principles will apply to broadbanding of professional staff positions:

(a) broadbanding applies to positions not to staff occupying those positions;

(b) broadbanding may be across two successive levels;

(c) duties and accountabilities applicable to each level of a broadbanded position will be identified in the position description;

(d) incremental progression within a level will be in accordance with Clause 86.

(e) there must be sufficient work at the higher level required by the University to justify progression to the higher level.

Process

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

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

Essential

(a) recent annual workplan review(s);

(b) other evidence of meeting the criteria, which may include project work, higher duties or secondments;

(c) supporting statements from supervisor and supervisor's supervisor;

Optional

(d) additional relevant training/qualifications;

(e) publications and/or evidence of presentation to conferences, seminars, workshops and other internal or external committees (where applicable);

(f) evidence of independent recognition of the staff member's specialist expertise (where applicable);

(g) other evidence of high-level expertise (where applicable).

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

(a) The staff member has spent at least 12 months at the lower classification level before applying to progress to the higher classification level;

(b) The Dean/ Director (or delegate) has determined that there is an ongoing need within the team for the role to be performed at the higher classification level; and

(c) The staff member has demonstrated to the Dean/ Director (or delegate), that they have the capability to perform the major responsibilities required at the lower classification level as well as those at the higher classification level.

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

87.8. The Dean/ Director may determine an accelerated progression of steps within the lower classification level, rather than progression to the higher classification level. This would apply where, in the view of the Dean/ Director, the applicant has not met the necessary criteria for progression but the staff member has made substantial progress towards meeting those criteria.

88 CASUAL PROFESSIONAL STAFF

88.1. The minimum period of engagement for a casual professional staff member is:

(a) one hour, where the staff member:

i. is a student (including a postgraduate student) who is expected to attend the University on that day in their capacity as a student, subject to sub-clauses 88.2 and 88.3; or

ii. holds a casual appointment in addition to a continuing, fixed-term or CRE appointment in accordance with sub-clause 26.2; or

iii. is completing mandatory on-line compliance training modules, subject to sub-clause 88.4; and

(b) three hours in all other circumstances.

88.2. For the purposes of sub-clause 88.1 (a) (i), a student will be taken to be expected to attend the University on any Monday to Friday during a teaching week of the University's main teaching sessions (Autumn, Spring and Summer), excluding public holidays.

88.3. For the purposes of sub-clause 88.2:

(a) **'teaching week'** means the period identified in the UTS Handbook under the Onshore Primary Teaching Sessions (Main Calendar) as commencing on 'Session commences' and ending on 'Formal classes end';

(b) 'Mid-session StuVac (Study Vacation)' is taken to be a teaching week; and

(c) 'Orientation', 'Final StuVac (Study Vacation)' and the 'Final assessment period' are not teaching weeks.

88.4. For the purposes of sub-clause 88.1 (a) (iii), mandatory on-line compliance training modules must be completed within the ordinary hours of work as set out in Clause 74.

88.5. Casual professional rates of pay include a casual loading of 25%. The hourly rate of pay is calculated by dividing the relevant annual pay point by 52.18 and then by 35, and multiplying the result by 1.25.

Schedules

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

Classification	Step	01-Aug-25 (Previous EA rate)	01-Aug-25 (Adjusted rate)*	1.50% 01-May-26	2.50% 01-Aug-26	3.50% 01-May-27	3.50% 01-May-28	3.00% 01-May-29
Level A Associate Lecturer	1	$94,152.00	$94,161.00	$95,574.00	$97,964.00	$101,393.00	$104,942.00	$108,091.00
	2	$98,981.00	$98,992.00	$100,477.00	$102,989.00	$106,594.00	$110,325.00	$113,635.00
	3	$106,829.00	$106,836.00	$108,439.00	$111,150.00	$115,041.00	$119,068.00	$122,641.00
	4	$114,672.00	$114,681.00	$116,402.00	$119,313.00	$123,489.00	$127,812.00	$131,647.00
Level B Lecturer	1	Eliminated from 1 November 2010						
	2	$125,240.00	$125,249.00	$127,128.00	$130,307.00	$134,868.00	$139,589.00	$143,777.00
	3	$129,760.00	$129,773.00	$131,720.00	$135,013.00	$139,739.00	$144,630.00	$148,969.00
	4	$134,294.00	$134,306.00	$136,321.00	$139,730.00	$144,621.00	$149,683.00	$154,174.00
	5	$138,815.00	$138,827.00	$140,910.00	$144,433.00	$149,489.00	$154,722.00	$159,364.00
	6	$143,313.00	$143,321.00	$145,471.00	$149,108.00	$154,327.00	$159,729.00	$164,521.00
	7	$148,229.00	$148,236.00	$150,460.00	$154,222.00	$159,620.00	$165,207.00	$170,164.00
Level C Senior Lecturer	1	Eliminated from 1 November 2010						
	2	$152,245.00	$152,258.00	$154,542.00	$158,406.00	$163,951.00	$169,690.00	$174,781.00
	3	$156,712.00	$156,724.00	$159,075.00	$163,052.00	$168,759.00	$174,666.00	$179,906.00
	4	$161,177.00	$161,187.00	$163,605.00	$167,696.00	$173,566.00	$179,641.00	$185,031.00
	5	$165,639.00	$165,651.00	$168,136.00	$172,340.00	$178,372.00	$184,616.00	$190,155.00
	6	$170,113.00	$170,123.00	$172,675.00	$176,992.00	$183,187.00	$189,599.00	$195,287.00
	7	$174,841.00	$174,847.00	$177,470.00	$181,907.00	$188,274.00	$194,864.00	$200,710.00
Level D Associate Professor	1	Eliminated from 1 November 2010						
	2	$183,507.00	$183,516.00	$186,269.00	$190,926.00	$197,609.00	$204,526.00	$210,662.00
	3	$189,465.00	$189,474.00	$192,317.00	$197,125.00	$204,025.00	$211,166.00	$217,501.00
	4	$195,418.00	$195,431.00	$198,363.00	$203,323.00	$210,440.00	$217,806.00	$224,341.00
	5	$201,165.00	$201,170.00	$204,188.00	$209,293.00	$216,619.00	$224,201.00	$230,928.00
Level E Professor	1	$228,179.00	$228,189.00	$231,612.00	$237,403.00	$245,713.00	$254,313.00	$261,943.00

* The adjusted rate reflects the application of a consistent rounding approach to historic pay rates, resulting in a minor difference from the rate published in the previous Agreement.

SCHEDULE 2: ACADEMIC ACTIVITY DESCRIPTORS & CASUAL RATES OF PAY

LECTURE

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

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

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

(a) preparation;

(b) contemporaneous assessment (which takes place during a lecture);

(c) student consultation immediately prior to or following the lecture, or reasonably contemporaneous with a lecture; and

(d) administration associated with the lecture.

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

Academic Activity Descriptor	Activity	01-Aug-25 (Previous EA rate)	01-Aug-25 (Adjusted rate)*	1.50% 01-May-26	2.50% 01-Aug-26	3.50% 01-May-27	3.50% 01-May-28	3.00% 01-May-29
Lecture	Specialised sub-clause 73.16	$401.42	$401.44	$407.47	$417.66	$432.27	$447.41	$460.83
	Developed sub-clause 73.16	$321.12	$321.16	$325.97	$334.13	$345.82	$357.93	$368.66
	Basic sub-clause 73.16	$240.84	$240.87	$244.48	$250.60	$259.37	$268.45	$276.50
	Repeat sub-clause 73.16	$160.56	$160.58	$162.99	$167.07	$172.91	$178.97	$184.33

* The adjusted rate reflects the application of a consistent rounding approach to historic pay rates, resulting in a minor difference from the rate published in the previous Agreement.

TUTORIAL

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

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

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

(a) preparation;

(b) contemporaneous assessment (which takes place during a tutorial);

(c) student consultation immediately prior to or following the tutorial, or reasonably contemporaneous with the tutorial; and

(d) administration associated with the tutorial.

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

Academic Activity Descriptor	Activity	01-Aug-25 (Previous EA rate)	01-Aug-25 (Adjusted rate)*	1.50% 01-May-26	2.50% 01-Aug-26	3.50% 01-May-27	3.50% 01-May-28	3.00% 01-May-29
Tutorial	Normal sub-clause 73.14	$171.78	$171.80	$183.80	$188.40	$194.99	$201.82	$207.87
	Repeat sub-clause 73.14	$114.52	$114.53	$122.54	$125.60	$130.00	$134.55	$138.58
	Normal (PhD) sub-clause 73.15	$205.44	$205.46	$208.54	$213.75	$221.24	$228.98	$235.85
	Repeat (PhD) sub-clause 73.15	$136.96	$136.97	$139.03	$142.50	$147.49	$152.66	$157.24

* The adjusted rate reflects the application of a consistent rounding approach to historic pay rates, resulting in a minor difference from the rate published in the previous Agreement.

CLINICAL FACILITATION

Clinical Facilitation means any educational delivery to facilitate student learning during clinical placement in an off campus clinical setting and/ or on campus environment.

Casual academic staff engaged to provide clinical facilitation will be paid for each hour of clinical facilitation and the following directly associated duties:

(a) preparation;

(b) contemporaneous assessment (which takes place during a clinical facilitation session);

(c) student consultation immediately prior to or following the clinical facilitation session, or reasonably contemporaneous with the clinical facilitation session; and

(d) administration associated with the clinical facilitation session.

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

Academic Activity Descriptor	Activity	01-Aug-25 (Previous EA rate)	01-Aug-25 (Adjusted rate)*	1.50% 01-May-26	2.50% 01-Aug-26	3.50% 01-May-27	3.50% 01-May-28	3.00% 01-May-29
Clinical Facilitation	Detailed Preparation sub-clause 73.14	$114.52	$114.53	$122.54	$125.60	$130.00	$134.55	$138.58
	Normal Preparation sub-clause 73.14	$85.88	$85.90	$91.90	$94.20	$97.50	$100.91	$103.94
	Detailed Prep (PhD) sub-clause 73.15	$136.96	$136.97	$139.03	$142.50	$147.49	$152.66	$157.24
	Normal Prep (PhD) sub-clause 73.15	$102.74	$102.73	$104.27	$106.88	$110.62	$114.49	$117.93

* The adjusted rate reflects the application of a consistent rounding approach to historic pay rates, resulting in a minor difference from the rate published in the previous Agreement.

MARKING

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

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

Academic Activity Descriptor	Activity	01-Aug-25 (Previous EA rate)	01-Aug-25 (Adjusted rate)*	1.50% 01-May-26	2.50% 01-Aug-26	3.50% 01-May-27	3.50% 01-May-28	3.00% 01-May-29
Marking	Standard sub-clause 73.14	$57.26	$57.27	$61.27	$62.80	$65.00	$67.28	$69.29
	Standard (PhD) sub-clause 73.15	$68.48	$68.49	$69.52	$71.25	$73.75	$76.33	$78.62
	Higher Level sub-clause 73.16	$80.28	$80.29	$81.50	$83.54	$86.46	$89.49	$92.17

* The adjusted rate reflects the application of a consistent rounding approach to historic pay rates, resulting in a minor difference from the rate published in the previous Agreement.

OTHER ACADEMIC ACTIVITY All other work that casual academic staff are required to be perform, and is not described elsewhere in this Schedule, will be paid by the hour.	
ACTIVITY	**DESCRIPTION**
Other academic activity	Includes all other work that is required to be performed, being work in the nature of, but not limited to: • the conduct of practical classes, demonstrations, workshops, student field excursions that require no preparation by the staff member before the activity and no consultation or any other associated tasks following the activity; • attendance at departmental and/or Faculty meetings and other meetings and briefings with supervisors or other staff; • policy familiarisation and/or completion of mandatory compliance training modules in accordance with sub-clause 73.18; or • authorised career development activities in accordance with sub-clause 73.19. This list is not intended to be exhaustive, but is provided by way of examples and guidance.
Other academic activity, and possesses PhD qualification	As for 'other academic activities' where the staff member holds a relevant PhD qualification.
Subject coordination	Full subject coordination duties in accordance with sub-clause 73.2.

Academic Activity Descriptor	Activity	01-Aug-25 (Previous EA rate)	01-Aug-25 (Adjusted rate)*	1.50% 01-May-26	2.50% 01-Aug-26	3.50% 01-May-27	3.50% 01-May-28	3.00% 01-May-29
Other Academic Activity (OAA)	OAA sub-clause 73.14	$57.26	$57.27	$61.27	$62.80	$65.00	$67.28	$69.29
	OAA (PhD) sub-clause 73.15	$68.48	$68.49	$69.52	$71.25	$73.75	$76.33	$78.62
	OAA (Subject Coordination) sub-clause 73.16	$80.28	$80.29	$81.50	$83.54	$86.46	$89.49	$92.17

* The adjusted rate reflects the application of a consistent rounding approach to historic pay rates, resulting in a minor difference from the rate published in the previous Agreement.

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

Classification	Step	01-Aug-25 (Previous EA rate)	01-Aug-25 (Adjusted rate)*	1.50% 01-May-26	2.50% 01-Aug-26	3.50% 01-May-27	3.50% 01-May-28	3.00% 01-May-29
HEW1	1.1	$59,072.00	$59,085.00	$59,972.00	$61,472.00	$63,624.00	$65,851.00	$67,827.00
	1.2	$60,410.00	$60,419.00	$61,326.00	$62,860.00	$65,061.00	$67,339.00	$69,360.00
	1.3	$61,757.00	$61,768.00	$62,695.00	$64,263.00	$66,513.00	$68,841.00	$70,907.00
HEW2	2.1	$63,767.00	$63,775.00	$64,732.00	$66,351.00	$68,674.00	$71,078.00	$73,211.00
	2.2	$65,112.00	$65,124.00	$66,101.00	$67,754.00	$70,126.00	$72,581.00	$74,759.00
	2.3	$66,790.00	$66,801.00	$67,804.00	$69,500.00	$71,933.00	$74,451.00	$76,685.00
HEW3	3.1	$67,124.00	$67,133.00	$68,140.00	$69,844.00	$72,289.00	$74,820.00	$77,065.00
	3.2	$69,475.00	$69,486.00	$70,529.00	$72,293.00	$74,824.00	$77,443.00	$79,767.00
	3.3	$71,825.00	$71,835.00	$72,913.00	$74,736.00	$77,352.00	$80,060.00	$82,462.00
	3.4	$74,176.00	$74,186.00	$75,299.00	$77,182.00	$79,884.00	$82,680.00	$85,161.00
	3.5	$76,524.00	$76,535.00	$77,684.00	$79,627.00	$82,414.00	$85,299.00	$87,858.00
HEW4	4.1	$77,194.00	$77,203.00	$78,362.00	$80,322.00	$83,134.00	$86,044.00	$88,626.00
	4.2	$78,537.00	$78,548.00	$79,727.00	$81,721.00	$84,582.00	$87,543.00	$90,170.00
	4.3	$80,551.00	$80,561.00	$81,770.00	$83,815.00	$86,749.00	$89,786.00	$92,480.00
	4.4	$82,568.00	$82,580.00	$83,819.00	$85,915.00	$88,923.00	$92,036.00	$94,798.00
HEW5	5.1	$83,906.00	$83,916.00	$85,175.00	$87,305.00	$90,361.00	$93,524.00	$96,330.00
	5.2	$85,920.00	$85,932.00	$87,221.00	$89,402.00	$92,532.00	$95,771.00	$98,645.00
	5.3	$87,935.00	$87,945.00	$89,265.00	$91,497.00	$94,700.00	$98,015.00	$100,956.00
	5.4	$90,620.00	$90,628.00	$91,988.00	$94,288.00	$97,589.00	$101,005.00	$104,036.00
	5.5	$93,305.00	$93,317.00	$94,717.00	$97,085.00	$100,483.00	$104,000.00	$107,120.00
	5.6	$95,989.00	$95,998.00	$97,438.00	$99,874.00	$103,370.00	$106,988.00	$110,198.00

Classification	Step	01-Aug-25 (Previous EA rate) per annum	01-Aug-25 (Adjusted rate)* per annum	1.50% 01-May-26 per annum	2.50% 01-Aug-26 per annum	3.50% 01-May-27 per annum	3.50% 01-May-28 per annum	3.00% 01-May-29 per annum
HEW6	6.1	$97,332.00	$97,345.00	$98,806.00	$101,277.00	$104,822.00	$108,491.00	$111,746.00
	6.2	$100,018.00	$100,030.00	$101,531.00	$104,070.00	$107,713.00	$111,483.00	$114,828.00
	6.3	$102,702.00	$102,714.00	$104,255.00	$106,862.00	$110,603.00	$114,475.00	$117,910.00
	6.4	$105,385.00	$105,395.00	$106,976.00	$109,651.00	$113,489.00	$117,462.00	$120,986.00
HEW7	7.1	$107,402.00	$107,411.00	$109,023.00	$111,749.00	$115,661.00	$119,710.00	$123,302.00
	7.2	$110,085.00	$110,096.00	$111,748.00	$114,542.00	$118,551.00	$122,701.00	$126,383.00
	7.3	$112,773.00	$112,784.00	$114,476.00	$117,338.00	$121,445.00	$125,696.00	$129,467.00
	7.4	$115,455.00	$115,467.00	$117,200.00	$120,130.00	$124,335.00	$128,687.00	$132,548.00
	7.5	$118,813.00	$118,824.00	$120,607.00	$123,623.00	$127,950.00	$132,429.00	$136,402.00
HEW8	8.1	$120,827.00	$120,838.00	$122,651.00	$125,718.00	$130,119.00	$134,674.00	$138,715.00
	8.2	$124,184.00	$124,194.00	$126,057.00	$129,209.00	$133,732.00	$138,413.00	$142,566.00
	8.3	$127,541.00	$127,551.00	$129,465.00	$132,702.00	$137,347.00	$142,155.00	$146,420.00
	8.4	$130,896.00	$130,905.00	$132,869.00	$136,191.00	$140,958.00	$145,892.00	$150,269.00
	8.5	$134,252.00	$134,260.00	$136,274.00	$139,681.00	$144,570.00	$149,630.00	$154,119.00
	8.6	$137,609.00	$137,617.00	$139,682.00	$143,175.00	$148,187.00	$153,374.00	$157,976.00
HEW9	9.1	$140,965.00	$140,977.00	$143,092.00	$146,670.00	$151,804.00	$157,118.00	$161,832.00
	9.2	$144,321.00	$144,331.00	$146,496.00	$150,159.00	$155,415.00	$160,855.00	$165,681.00
	9.3	$147,678.00	$147,688.00	$149,904.00	$153,652.00	$159,030.00	$164,597.00	$169,535.00
HEW10 ^	10.1	$151,032.00	$151,044.00	$153,310.00	$157,143.00	$162,644.00	$168,337.00	$173,388.00

* The adjusted rate reflects the application of a consistent rounding approach to historic pay rates, resulting in a minor difference from the rate published in the previous Agreement.
^ The base rate of pay indicated for HEW10 is the minimum and individual staff may be paid at a higher rate based on market relativities.

SCHEDULE 4: APPRENTICE BASE RATE OF PAY – FIXED-TERM (FULL-TIME)

Step	Age	Year	Fraction	01-May-26	01-Aug-26	01-May-27	01-May-28	01-May-29
3.1a	U21	1	45%	$30,663.00	$31,430.00	$32,531.00	$33,669.00	$34,680.00
3.2a	U21	1	45%	$31,739.00	$32,532.00	$33,671.00	$34,850.00	$35,896.00
3.3a	U21	1	45%	$32,811.00	$33,632.00	$34,809.00	$36,027.00	$37,108.00
3.4a	U21	1	45%	$33,885.00	$34,732.00	$35,948.00	$37,206.00	$38,323.00
3.5a	U21	1	45%	$34,958.00	$35,833.00	$37,087.00	$38,385.00	$39,537.00
3.1b	O21	1	60%	$40,884.00	$41,907.00	$43,374.00	$44,892.00	$46,239.00
3.2b	O21	1	60%	$42,318.00	$43,376.00	$44,895.00	$46,466.00	$47,861.00
3.3b	O21	1	60%	$43,748.00	$44,842.00	$46,412.00	$48,036.00	$49,478.00
3.4b	O21	1	60%	$45,180.00	$46,310.00	$47,931.00	$49,608.00	$51,097.00
3.5b	O21	1	60%	$46,611.00	$47,777.00	$49,449.00	$51,180.00	$52,715.00
3.1c	U21	2	60%	$40,884.00	$41,907.00	$43,374.00	$44,892.00	$46,239.00
3.2c	U21	2	60%	$42,318.00	$43,376.00	$44,895.00	$46,466.00	$47,861.00
3.3c	U21	2	60%	$43,748.00	$44,842.00	$46,412.00	$48,036.00	$49,478.00
3.4c	U21	2	60%	$45,180.00	$46,310.00	$47,931.00	$49,608.00	$51,097.00
3.5c	U21	2	60%	$46,611.00	$47,777.00	$49,449.00	$51,180.00	$52,715.00

Step	Age	Year	Fraction	01-May-26	01-Aug-26	01-May-27	01-May-28	01-May-29
3.1d	O21	2	67%	$45,654.00	$46,796.00	$48,434.00	$50,130.00	$51,634.00
3.2d	O21	2	67%	$47,255.00	$48,437.00	$50,133.00	$51,887.00	$53,444.00
3.3d	O21	2	67%	$48,852.00	$50,074.00	$51,826.00	$53,641.00	$55,250.00
3.4d	O21	2	67%	$50,451.00	$51,712.00	$53,523.00	$55,396.00	$57,058.00
3.5d	O21	2	67%	$52,049.00	$53,351.00	$55,218.00	$57,151.00	$58,865.00
3.1e		3	75%	$51,105.00	$52,383.00	$54,217.00	$56,115.00	$57,799.00
3.2e		3	75%	$52,897.00	$54,220.00	$56,118.00	$58,083.00	$59,826.00
3.3e		3	75%	$54,685.00	$56,052.00	$58,014.00	$60,045.00	$61,847.00
3.4e		3	75%	$56,475.00	$57,887.00	$59,913.00	$62,010.00	$63,871.00
3.5e		3	75%	$58,263.00	$59,721.00	$61,811.00	$63,975.00	$65,894.00
3.1f		4	90%	$61,326.00	$62,860.00	$65,061.00	$67,338.00	$69,359.00
3.2f		4	90%	$63,477.00	$65,064.00	$67,342.00	$69,699.00	$71,791.00
3.3f		4	90%	$65,622.00	$67,263.00	$69,617.00	$72,054.00	$74,216.00
3.4f		4	90%	$67,770.00	$69,464.00	$71,896.00	$74,412.00	$76,645.00
3.5f		4	90%	$69,916.00	$71,665.00	$74,173.00	$76,770.00	$79,073.00

SCHEDULE 5: PROFESSIONAL CASUAL RATES OF PAY

Classification	Step	01-Aug-25 (Previous EA rate)	01-Aug-25 (Adjusted rate)*	1.50% 01-May-26 per hour	2.50% 01-Aug-26 per hour	3.50% 01-May-27 per hour	3.50% 01-May-28 per hour	3.00% 01-May-29 per hour
HEW1	1.1	$40.43	$40.45	$41.05	$42.08	$43.55	$45.08	$46.43
	1.2	$41.34	$41.36	$41.98	$43.03	$44.54	$46.09	$47.48
	1.3	$42.27	$42.28	$42.92	$43.99	$45.53	$47.12	$48.54
HEW2	2.1	$43.65	$43.66	$44.31	$45.42	$47.01	$48.65	$50.11
	2.2	$44.56	$44.58	$45.25	$46.38	$48.00	$49.68	$51.17
	2.3	$45.72	$45.73	$46.41	$47.57	$49.24	$50.96	$52.49
HEW3	3.1	$45.94	$45.95	$46.64	$47.81	$49.48	$51.22	$52.75
	3.2	$47.55	$47.56	$48.28	$49.49	$51.22	$53.01	$54.60
	3.3	$49.16	$49.17	$49.91	$51.16	$52.95	$54.80	$56.45
	3.4	$50.77	$50.78	$51.54	$52.83	$54.68	$56.59	$58.29
	3.5	$52.37	$52.39	$53.18	$54.51	$56.41	$58.39	$60.14
HEW4	4.1	$52.84	$52.85	$53.64	$54.98	$56.91	$58.90	$60.66
	4.2	$53.75	$53.77	$54.57	$55.94	$57.90	$59.92	$61.72
	4.3	$55.13	$55.14	$55.97	$57.37	$59.38	$61.46	$63.30
	4.4	$56.52	$56.53	$57.37	$58.81	$60.87	$63.00	$64.89
HEW5	5.1	$57.43	$57.44	$58.30	$59.76	$61.85	$64.02	$65.94
	5.2	$58.81	$58.82	$59.70	$61.20	$63.34	$65.55	$67.52
	5.3	$60.19	$60.20	$61.10	$62.63	$64.82	$67.09	$69.10
	5.4	$62.03	$62.03	$62.97	$64.54	$66.80	$69.14	$71.21
	5.5	$63.87	$63.88	$64.83	$66.45	$68.78	$71.19	$73.32
	5.6	$65.70	$65.71	$66.70	$68.36	$70.76	$73.23	$75.43

* The adjusted rate reflects the application of a consistent rounding approach to historic pay rates, resulting in a minor difference from the rate published in the previous Agreement.

Classification	Step	01-Aug-25 (Previous EA rate)	01-Aug-25 (Adjusted rate)*	1.50% 01-May-26 per hour	2.50% 01-Aug-26 per hour	3.50% 01-May-27 per hour	3.50% 01-May-28 per hour	3.00% 01-May-29 per hour
HEW6	6.1	$66.62	$66.63	$67.63	$69.32	$71.75	$74.26	$76.49
	6.2	$68.46	$68.47	$69.50	$71.24	$73.73	$76.31	$78.60
	6.3	$70.29	$70.31	$71.36	$73.15	$75.71	$78.36	$80.71
	6.4	$72.13	$72.14	$73.22	$75.05	$77.68	$80.40	$82.81
HEW7	7.1	$73.51	$73.52	$74.63	$76.49	$79.17	$81.94	$84.40
	7.2	$75.35	$75.36	$76.49	$78.40	$81.15	$83.99	$86.51
	7.3	$77.19	$77.20	$78.36	$80.32	$83.13	$86.04	$88.62
	7.4	$79.02	$79.04	$80.22	$82.23	$85.11	$88.08	$90.73
	7.5	$81.32	$81.33	$82.55	$84.62	$87.58	$90.65	$93.36
HEW8	8.1	$82.70	$82.71	$83.95	$86.05	$89.06	$92.18	$94.95
	8.2	$85.00	$85.01	$86.28	$88.44	$91.54	$94.74	$97.58
	8.3	$87.30	$87.31	$88.62	$90.83	$94.01	$97.30	$100.22
	8.4	$89.60	$89.60	$90.95	$93.22	$96.48	$99.86	$102.86
	8.5	$91.89	$91.90	$93.28	$95.61	$98.96	$102.42	$105.49
	8.6	$94.19	$94.20	$95.61	$98.00	$101.43	$104.98	$108.13
HEW9	9.1	$96.49	$96.50	$97.94	$100.39	$103.91	$107.54	$110.77
	9.2	$98.78	$98.79	$100.27	$102.78	$106.38	$110.10	$113.40
	9.3	$101.08	$101.09	$102.61	$105.17	$108.85	$112.66	$116.04
HEW10 ^	10.1	$103.37	$103.39	$104.94	$107.56	$111.33	$115.22	$118.68

* The adjusted rate reflects the application of a consistent rounding approach to historic pay rates, resulting in a minor difference from the rate published in the previous Agreement.
^ The base rate of pay indicated for HEW10 is the minimum and individual staff may be paid at a higher rate based on market relativities.

SCHEDULE 6: MINIMUM STANDARDS FOR ACADEMIC LEVELS (MSALS)

INTRODUCTION

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

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

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

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

TEACHING AND RESEARCH ACADEMIC STAFF

Level A

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

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

Level B

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

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

Level C

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

A Level C academic will normally make a significant contribution to research and/or scholarship and/or teaching and administration activities of an organisational unit or an interdisciplinary area at undergraduate, honours and postgraduate level. They will normally play a major 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 their discipline. They will make original and innovative contributions to the advancement of scholarship, research and teaching in their discipline.

Level E

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

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

RESEARCH ACADEMIC STAFF (INCLUSIVE OF CREATIVE DISCIPLINES)

Level A

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

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

Level B

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

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

Level C

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

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

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

Level D

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

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

Level E

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

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

SCHEDULE 7: PROFESSIONAL CLASSIFICATION DESCRIPTORS

INTRODUCTION

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

CLASSIFICATION DIMENSIONS

Definitions

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

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

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

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

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

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

'Occupational equivalent': Occupations typically falling within each classification level.

TRAINING LEVEL OR QUALIFICATION

Definitions

Within the Australian Qualifications Framework,

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

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

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

'Certificates I and II': Courses that recognise basic vocational skills and knowledge, without a Year 12 prerequisite

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

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

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

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

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

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

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

Level Descriptor

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

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

2. Perform duties at a skill level which assumes and requires knowledge, training or experience relevant to the duties performed, or

   - completion of Year 12 without work experience; or
   - completion of Certificates I or II with related work experience; or
   - an equivalent combination or experience and training.

3. Perform duties at a skill level which assumes and requires knowledge or training in clerical/administrative, trades or technical functions equivalent to:

- completion of a Trades Certificate;
- completion of Year 12 or a Certificate II, with relevant work experience; or
- equivalent relevant experience or combination of relevant experience and/or education/training.

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

4. Perform duties at a skill level which assumes and requires knowledge or training equivalent to:
   - completion of a Diploma level qualification with relevant work related experience, or
   - completion of a Certificate IV with relevant work experience, or
   - completion of a Post-Trades Certificate and extensive relevant experience and on the job training; or
   - completion of a Certificate III with extensive relevant work experience, or
   - an equivalent combination of relevant experience and/or education/training.
5. Perform duties at a skill level which assumes and requires knowledge or training equivalent to:
   - completion of a Degree without subsequent relevant work experience; or
   - completion of an Advanced Diploma qualification and at least one year's subsequent relevant work experience, or
   - completion of a Diploma qualification and at least 2 years subsequent relevant work experience; or
   - completion of a Certificate IV and extensive relevant work experience, or
   - completion of a post-trades certificate and extensive (typically more than 2 years) relevant experience as a technician, or
   - an equivalent combination of relevant experience and/or education/training.
6. Perform duties at a skill level which assumes and requires knowledge or training equivalent to:
   - a Degree with subsequent relevant experience; or
   - extensive experience and specialist experience or broad knowledge in technical or administrative fields; or
   - an equivalent combination of relevant experience and/or education/training.
7. Perform duties at a skill level which assumes and requires knowledge or training equivalent to:
   - a Degree with at least 4 years subsequent relevant experience; or
   - extensive experience and management expertise in technical or administrative fields; or
   - an equivalent combination of relevant experience and/or education/training.
8. Perform duties at a skill level which assumes and requires knowledge or training equivalent to:
   - Postgraduate qualification and extensive relevant experience; or
   - extensive experience and management expertise; or
   - an equivalent combination or relevant experience and/or education/training.
9. Perform duties at a skill level which assumes and requires knowledge or training equivalent to:
   - Postgraduate qualification and extensive experience; or

- extensive management experience and proven management expertise; or
- an equivalent combination or relevant experience and/or education/training.

10. Perform duties at a skill level which assumes and requires knowledge or training equivalent to:
    - proven expertise in the management of significant human and material resources; in addition to, in some areas
    - postgraduate qualification and extensive relevant experience.

TASK LEVEL

Level Descriptor

1. Straightforward manual duties, or elements of Level 2 duties under close supervision and structured on the job training. Some knowledge of materials, eg. cleaning chemicals and hand tools, may be required. Established procedures exist.
2. Perform a range of straightforward tasks where procedures are clearly established. May on occasion perform more complex tasks.
3. Some complexity. Apply body of knowledge equivalent to Trade Certificate or Certificate III, including diagnostic skills and assessment of the best approach to a given task.
4. May undertake limited creative, planning or design functions; apply skills to a varied range of different tasks.
5. Apply body of broad technical knowledge and experience at a more advanced level than Level 4, including the development of areas of specialist expertise. In professional positions, apply theoretical knowledge, at a Degree level, in a straightforward way. In administrative positions, provide interpretations, advice and decisions on rules and entitlements.
6. Perform work assignments guided by policy, precedent, professional standards and managerial or technical expertise. Staff would have the latitude to develop or redefine procedure and interpret policy so long as other work areas are not affected. In technical and administrative areas, have a depth or breadth of expertise developed through extensive relevant experience and application.
7. Independently relate existing policy to work assignments or rethink the way a specific body of knowledge is applied in order to solve problems. In professional or technical positions, may be a recognised authority in a specialised area.
8. Work at this level is likely to require the development of new ways of using a specific body of knowledge which applies to work assignments, or may involve the integration or other specific bodies of knowledge.
9. Demonstrated capacity to conceptualise, develop and review major professional, management or administrative policies at the corporate level. Significant high level creative, planning and management functions. Responsibility for significant resources.
10. Complex, significant and high level creative planning, program and managerial functions with clear accountability for program performance. Comprehensive knowledge or related programs. Generate and use a high level of theoretical and applied knowledge.

JUDGEMENT, INDEPENDENCE AND PROBLEM SOLVING

Level Descriptor

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

LEVEL OF SUPERVISION

Definitions

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

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

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

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

Level Descriptor

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

ORGANISATIONAL KNOWLEDGE

Level Descriptor

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

TYPICAL ACTIVITIES

Level Descriptor

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

   Security Officers may be involved in a range of patrol duties, including responding to alarms following emergency procedures and preparing incident reports.
3. In trades positions, apply the skills taught in a Trade Certificate or Certificate III, including performance of a range of construction, maintenance and repair tasks using precision hand and power tools and equipment. In some cases this will involve familiarity with the work of other trades or require further training.

In technical assistant positions:

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

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

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

- standard use of a range of desk-top based programs eg. word processing, established spreadsheet or database applications, and management information systems (eg. financial, student or human resources systems). This may include storage and retrieval of documents, keying and laying out of correspondence and reports, merge, move and copy, use of columns, tables and basic graphics;
- providing general administrative support to other staff including setting up meetings, answering straight forward inquiries and directing others to appropriate personnel;
- processing accounts for payment.

4. In trades positions:

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

In technical positions:

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

In library technician positions:

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

In administrative positions:

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

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

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

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

   In professional positions and under professional supervision:
   - work as part of a research team in a support role;
   - provide a range of library services including bibliographic assistance, original cataloguing and reader education in library and reference services;
   - provide counselling services.
6. In technical positions:
   - manage a teaching or research laboratory or a field station;
   - provide highly specialised technical services;
   - set up complex experiments;
   - design and construct complex or unusual equipment to general specifications;
   - assist honours and postgraduate students with their laboratory requirements;
   - install, repair, provide and demonstrate computer services in laboratories.

   In administrative positions:
   - provide financial, policy and planning advice;
   - service a range of administrative and academic committees, including preparation of agendas, papers, minutes and correspondence;
   - monitor expenditure against budget in a school or small faculty.

In professional positions:

- work as part of a research team;
- provide a range of library services, including bibliographic assistance, original cataloguing and reader education in library and reference services;
- provide counselling services;
- undertake a range of computer programming tasks;
- provide documentation and assistance to computer users;
- analyse less complex user and system requirements.

7. In a library, combine specialist expertise and responsibility for managing the library function.

   In student services, the training and supervision of other professional staff combined with policy development responsibilities which may include research and publication.

   In technical manager positions, the management of teaching and research facilities for a department of school.

   In research positions, acknowledged expertise in a specialised area or a combination of technical management and specialised research.

   In administrative positions, provide less senior administrative support to relatively small and less complex faculties or equivalent.

8. Assist in the management of a large functional unit with a diverse or complex set of functions and significant resources; manage a function or development and implementations of a policy requiring a high degree of knowledge and sensitivity; management of a small and specialised unit where significant innovations, initiative and/or judgement are required; provide senior administrative support to schools and faculties of medium complexity, taking into account the size, budget, course structure, external activities and management practices within the faculty or equivalent unit.

9. Assist in the management of a large functional unit with a diverse or complex set of functions and significant resources; manage a function or development and implementation or a policy requiring a high degree of knowledge and sensitivity and the integration of internal and external requirements; manage a small and specialised unit where significant innovations, initiative and/or judgment are required; provide senior administrative support to the more complex schools and faculties, taking into account the size, budget, course structure, external activities and management practices within the faculty or equivalent unit.

10. Manage a large functional unit with a diverse or complex set of functions and significant resources; manage a more complex function or unit where significant innovations, initiative and/or judgement are required; provide senior administrative support to the most complex schools and faculties in large institutions, involving complex course structures, significant staff and financial resources, outside activities and extensive devolution of administrative, policy and financial management responsibilities to this position.

OCCUPATIONAL EQUIVALENT

Level Descriptor

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

SCHEDULE 8: WORKPLACE DELEGATES

This Schedule provides for the exercise of the rights of workplace delegates as set out in section 350C of the FW Act. Additional entitlements for a Union Representative (defined under sub-clause 3.28) are found at Clause 10 (Union Rights) of this Agreement. Where Clause 10 provides for an entitlement that is equivalent with, or more favourable than, an entitlement conferred to a workplace delegate under this Schedule then the University will be taken to have complied with this Schedule.

(a) employer means the employer of the workplace delegate;

(b) delegate's organisation means the employee organisation in accordance with the rules of which the workplace delegate was appointed or elected;

(c) eligible workers means members and persons eligible to be members of the workplace delegate's organisation who work in a particular enterprise.

Right of representation

A workplace delegate may represent the industrial interests of eligible workers who wish to be represented by the workplace delegate in matters including:

(a) consultation about major workplace change;

(b) consultation about changes to rosters or hours of work;

(c) resolution of disputes;

(d) disciplinary processes;

(e) enterprise bargaining where the workplace delegate has been appointed as a bargaining representative under section 176 of the FW Act or is assisting the delegate's organisation with enterprise bargaining; and

(f) any process or procedure within an award, enterprise agreement or workplace policy under which eligible workers are entitled to be represented and which concerns their industrial interests.

Entitlement to reasonable communication

(a) A workplace delegate may communicate with eligible workers in relation to their industrial interests. This includes discussing membership of the delegate's organisation and representation with eligible workers.

(b) A workplace delegate may communicate with eligible workers during working hours or work breaks, or before or after work.

Entitlement to reasonable access to the workplace and workplace facilities

(a) The employer must provide a workplace delegate with access to or use of the following workplace facilities:

(i) a room or area to hold discussions that is fit for purpose, private and accessible by the workplace delegate and eligible workers;

(ii) a physical or electronic noticeboard;

(iii) electronic means of communication ordinarily used in the workplace by the employer to communicate with eligible workers and by eligible workers to communicate with each other, including access to Wi-Fi;

(iv) a lockable filing cabinet or other secure document storage area; and

(v) office facilities and equipment including printers, scanners and photocopiers.

Entitlement to reasonable access to training

The employer must provide a workplace delegate with access to up to 5 days of paid time during normal working hours for initial training and at least one day each subsequent year, to attend training related to representation of the industrial interests of eligible workers

NOTE: Under section 350A of FW Act, the employer must not:

(a) unreasonably fail or refuse to deal with a workplace delegate; or

(b) knowingly or recklessly make a false or misleading representation to a workplace delegate; or

(c) unreasonably hinder, obstruct or prevent the exercise of the rights of a workplace delegate under the FW Act.

SIGNATURES

Signed for and on behalf of the

University of Technology Sydney

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

…….

Date: 26.8.2026

Signed for and on behalf of the

National Tertiary Education Union

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

……..

Date: 26/08/2026

Signed for and on behalf of the

CPSU, the Community and Public Sector Union, NSW Branch

Name: ~~Stowart Little~~ Troy Wright

Authority: ~~State Branch Secretary~~ Branch Assistant Secretary

Community and Public Sector Union
(SPSF Group), NSW Branch (CPSU NSW)
160 Clarence Street
Sydney NSW 2001

.....

Date: 28 August 2026