



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

The University of Newcastle
(AG2018/6870)

UNIVERSITY OF NEWCASTLE ACADEMIC STAFF AND TEACHERS ENTERPRISE AGREEMENT 2018

Educational services

DEPUTY PRESIDENT SAUNDERS

NEWCASTLE, 15 MARCH 2019

*Application for approval of the University of Newcastle Academic Staff and Teachers
Enterprise Agreement 2018.*

[1] An application has been made for approval of an enterprise agreement known as the *University of Newcastle Academic Staff and Teachers Enterprise Agreement 2018* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by The University of Newcastle. The Agreement is a single enterprise agreement.

[2] The Employer has provided written undertakings (the Undertakings). A copy of the Undertakings is attached in Annexure A to this decision. I am satisfied that the effect of accepting the Undertakings is not likely to:

- (a) cause financial detriment to any employee covered by the Agreement; or
- (b) result in substantial changes to the Agreement.

[3] The views of each person who the Fair Work Commission knows is a bargaining representative for the Agreement have been sought in relation to the Undertakings.

[4] Pursuant to subsection 190(3) of the Act, I accept the Undertakings.

[5] Subject to the Undertakings, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

[6] The National Tertiary Education Industry Union, being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

[7] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 22 March 2019. The nominal expiry date of the Agreement is 30 September 2021.



DEPUTY PRESIDENT

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Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.: AG2018/6870 – The University of Newcastle Academic Staff and Teachers Enterprise Agreement 2018

6 March, 2019

Applicant: The University of Newcastle

Section 185 – Application for approval of a single enterprise agreement

Undertaking- Section 190

I, **Christina Crawford, Director, People and Workforce Strategy for the University of Newcastle** give the following undertakings with respect to **the University of Newcastle Academic Staff and Teachers Enterprise Agreement 2018** ("the Agreement"):

1. I have the authority given to me by **the University of Newcastle** to provide this undertaking in relation to the application before the Fair Work Commission.
2. **Clause 67.0 Overtime - Teachers**

The University agrees to make an undertaking with respect to payment of accrued Time Off In Lieu of Overtime (TOIL) on termination at the relevant overtime rate.
3. **Minimum Engagement Period – Casual Staff**

The University agrees to make an undertaking that the minimum engagement for casual staff under the Agreement will be 2 hours.
4. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

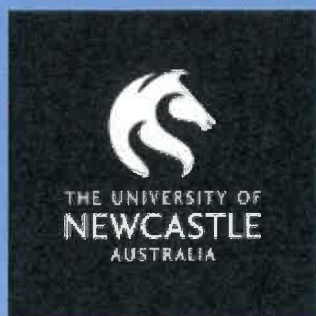


Signature

6 March, 2019

Date

THE UNIVERSITY OF NEWCASTLE ACADEMIC STAFF AND TEACHERS ENTERPRISE AGREEMENT 2018



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

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PART A: SCOPE OF THE AGREEMENT

1.0 APPLICATION

- 1.1 This Agreement will be known as the University of Newcastle Academic Staff and Teachers Enterprise Agreement 2018.
- 1.2 This Agreement is binding upon:
- (i) All staff employed as Academic Staff by the University, provided that the Agreement will not apply to the Vice-Chancellor, the Deputy Vice-Chancellors and the Pro Vice-Chancellors or the Academic Staff appointed as Heads of School after the date this Agreement takes effect while they hold that appointment; and
 - (ii) All staff members employed as Teachers by the University; and
 - (iii) The University of Newcastle.
- 1.3 This Agreement has been negotiated between and applies to:
- (i) The University of Newcastle; and
 - (ii) Members of Academic Staff; and
 - (iii) Members of Teaching Staff; and
 - (iv) The National Tertiary Education Industry Union (NTEU).
- (herein referred to as the "parties").

2.0 OPERATION OF THE AGREEMENT

- 2.1 This Agreement will come into force on and from the date 7 days after the Agreement is approved by the Fair Work Commission and will remain in force up to and including 30 September 2021.
- 2.2 This is a single-enterprise Agreement made under Section 172 (2) of the Fair Work Act 2009.
- 2.3 This Agreement operates to the exclusion of, and wholly replaces, all relevant awards and agreements which may otherwise, but for this clause, apply to those staff whose employment falls within the scope of this Agreement, except for the National Employment Standards (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. There will be no further claims in matters related to this Agreement during its nominal term except where permitted by this Agreement.
- 2.4 Where policies, codes, procedures, guidelines and other administrative arrangements of the University are referred to in this Agreement, the terms thereof are explicitly not incorporated into the Agreement and do not form part of the Agreement. The University will consult with the Staff Consultative Committee on policy and guideline development that affects the working conditions of staff, and apply policies in a fair and consistent manner.
- 2.5 The parties to this Agreement will commence negotiations for a replacement Agreement no later than three months before the expiry of this Agreement. This will include discussions on scheduling and resourcing.
- 2.6 If any of the parties referred to in Clause 1.3 had, prior to the date this Agreement comes into force, commenced a process under any of the clauses of the University of Newcastle Academic Staff Enterprise Agreement 2014 or the University of Newcastle Teachers Enterprise Agreement 2014 listed below, those processes will continue to completion provided that the procedures set out in the comparable clauses of this Agreement (listed below) will be applied from the equivalent stage to that reached under the relevant 2014 Agreement. The relevant clauses of the University of Newcastle Academic Staff Enterprise Agreement 2014 and the University of Newcastle Teachers Enterprise Agreement 2014 and their equivalents in this Agreement are as follows:

University of Newcastle Academic Staff Enterprise Agreement 2014			University of Newcastle Academic Staff and Teachers Enterprise Agreement 2018	
7	Probation		49	Probation – Academic Staff
9	Performance Concerns		7	Managing Underperformance
10	Unsatisfactory Performance		7	Managing Underperformance
11	Misconduct / Serious Misconduct		8	Misconduct / Serious Misconduct
17	Organisational Change		15	Organisational Change
18	Voluntary Separation, Redeployment and Retrenchment		52	Voluntary Separation, Redeployment and Retrenchment – Academic Staff
20	Abandonment of Employment		17	Abandonment of Employment
21	Incapacity		54	Incapacity – Academic Staff
54	Inquiry Officer		45	Inquiry Officer
55	Committee of Inquiry		47	Committee of Inquiry
56	Dispute Resolution Procedure		48	Dispute Resolution Procedure

University of Newcastle Teachers Enterprise Agreement 2014			University of Newcastle Academic Staff and Teachers Enterprise Agreement 2018	
9	Probation		61	Probation - Teachers
10	Performance Concerns		7	Managing Underperformance
11	Unsatisfactory Performance		7	Managing Underperformance
12	Misconduct / Serious Misconduct		8	Misconduct / Serious Misconduct
18	Organisational Change		15	Organisational Change
19	Redeployment and Redundancy		63	Redeployment and Redundancy - Teachers
21	Abandonment of Employment		17	Abandonment of Employment
22	Incapacity		66	Incapacity - Teachers
62	Inquiry Officer		45	Inquiry Officer
63	Committee of Inquiry		47	Committee of Inquiry
64	Dispute Resolution Procedure		48	Dispute Resolution Procedure

3.0 DEFINITIONS

In this Agreement the following definitions will apply:

Term	Meaning
Agreement	The University of Newcastle Academic Staff and Teachers Enterprise Agreement 2018.
Community Music Teacher	A staff member employed to teach into the Conservatorium Community Music Program (known as the Non-Tertiary Music Program).
Consultation	A process in which the University, staff and where they choose their Representative(s), have the time and opportunity to exchange information about a matter or issue, provide relevant documents and details, hold discussions to explain their points of view, and genuinely understand the respective views in the decision making process, but does not include the need to reach agreement.

Term	Meaning
Deputy Program Convenor	A staff member who has responsibilities to assist and deputise for the Program Convenor and to perform such duties as are required by the Director in consultation with the Convenor.
Deputy Vice-Chancellor	Head of Division.
ELICOS	English Language Intensive Course for Overseas Students.
Head of School / Director	The Head of an Organisational Unit.
Head Teacher	A staff member who is responsible for duties in addition to teaching duties that may include: coordination of teaching and/or teaching related activities; supervision; preparation and design of course structure and syllabus; allocation of teaching duties and timetabling; coordination of professional development teacher training; student allocation; counselling students on academic issues; and other associated administrative duties.
Program Convenor	A staff member whose duties include managing, supervising and administering a Program.
Pro Vice-Chancellor	Head of Faculty.
Representative	<p>At any stage, a staff member may nominate a Representative for the purposes of this Agreement, from whom they may seek advice, assistance or representation.</p> <p>A Representative must be:</p> <ul style="list-style-type: none"> (i) a member of the staff of the University; or (ii) an official or office holder of the relevant Union; <p>who is not a member of the legal profession, such as a barrister or solicitor, in private practice.</p> <p>The University, in turn, will not be represented by a member of the legal profession, such as a barrister or solicitor, in private practice.</p> <p>In instances where staff request representation which may not conform to (i) or (ii) above, the University will give reasonable consideration to the request.</p> <p>Representation responsibilities will be regarded as duty. The University will allow staff reasonable time away from usual duties, or time allocation in their workload, to prepare for and attend meetings, attend appropriate training and represent staff in relation to this Agreement, subject to operational requirements.</p>
Staff member	An academic staff member, or a person employed as a Teacher, of the University of Newcastle.
Supervisor	A person with line management responsibility for a staff member.
Teaching Block	The combination of a contact teaching period and a non-teaching period that may include professional development.

Term	Meaning
<i>The Conservatorium</i>	A school whose role is to train performers and composers for various music careers.
<i>The Union</i>	The National Tertiary Education Industry Union.
<i>The University</i>	The University of Newcastle.

4.0 FLEXIBILITY

4.1 The University and a staff member covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of the following terms of the Agreement.

- (i) Annual Leave – Academic Staff - Clause 58 and Annual Leave – Teachers – Clause 77, to allow a staff member to purchase up to 8 weeks annual leave in addition to the normal 4 weeks annual leave per year so that the staff member will work a reduced number of weeks over a 12 month period with a proportionate reduction in the total salary rate for the 12 month period.
- (ii) Annual Leave – Academic Staff - Clause 58 and Annual Leave – Teachers – Clause 77, to allow a staff member to cash out a particular amount of paid annual leave on reasonable grounds, including financial hardship, if the following conditions are met:
 - the payment made to the staff member must not be less than the amount that would have been payable had the staff member taken the leave at the time the payment is made;
 - the agreement to cash out annual leave must not result in the staff member's remaining paid annual leave balance being less than four weeks; and
 - other than in exceptional circumstances, the maximum amount of annual leave that may be cashed out during the life of the Agreement is two weeks.

Provided that:

- (a) the arrangement meets the genuine needs of the University and the staff member; and
- (b) the arrangement is genuinely agreed to by the University and the staff member.

4.2 Any flexibility arrangement agreed to under this clause must:

- (i) be about matters that would be permitted matters if the arrangement were in an Enterprise Agreement; and
- (ii) not include a term that would be an unlawful term if the arrangement were in an Enterprise Agreement.

4.3 The University must ensure that any individual flexibility arrangement agreed to between a staff member and the University will result in the staff member being better off overall than the staff member would have been if no individual flexibility arrangement was made.

4.4 A flexibility arrangement may be terminated by either the staff member or the University by:

- (i) giving written notice of not more than 28 days; or
- (ii) at any time, if the University and staff member agree in writing to the termination.

4.5 Any individual flexibility arrangement agreed to must:

- (i) be in writing, name the University and the staff member and be signed by the staff member and the University; and
- (ii) be signed by the parent or guardian of the staff member if the staff member is under 18; and
- (iii) include details of:
 - (a) the terms of the Enterprise Agreement that will be varied by the arrangement; and
 - (b) how the arrangement will vary the effect of the terms; and
 - (c) how the staff member will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- (iv) state the day on which the arrangement commences.

4.6 A copy of the individual flexibility agreement will be provided to the staff member within 14 days after it is agreed to.

5.0 AVAILABILITY OF THE AGREEMENT

5.1 The University will provide staff with access to this Agreement via the University web pages. A hard copy will be made available from Human Resource Services on request.

PART B: CORE TERMS

6.0 PERFORMANCE REVIEW AND DEVELOPMENT (PRD)

6.1 The University will promote a Performance Review and Development process that:

- (i) aligns each staff member's endeavours with operational and strategic objectives;
- (ii) provides an ongoing opportunity for dialogue, confidential discussions and feedback between a staff member and their supervisor;
- (iii) identifies and facilitates individual staff development to maintain and improve skills, enhance career opportunities, and promote organisational performance;
- (iv) promotes resolution of performance concerns through measures such as guidance, counselling, development and work allocation;
- (v) identifies and clarifies roles, duties, goals and objectives, and performance expectations; and
- (vi) recognises and rewards performance.

6.2 Accountability for Performance Review and Development (PRD) rests with the PRD Supervisor who will be required to undertake appropriate training.

6.3 A PRD Supervisor may delegate PRD supervision. The delegate PRD Supervisor will be required to undertake appropriate training.

6.4 A staff member may make a request to the appropriate Pro Vice-Chancellor / Director for the nomination of an alternative PRD Supervisor, stating the reasons for that request. Where such a request is declined the staff member will be provided with reasons for the decision in writing.

6.5 The PRD Supervisor or delegate, and the staff member have joint responsibility for the mutual development of a Performance and Development Plan, which includes:

- (i) planning and goal setting;
- (ii) performance feedback;

- (iii) review of achievements and the effectiveness of development activities previously undertaken.
- 6.6 Performance and Development Plans will have regard to the staff member's level of appointment, duties, workload, the University's strategic objectives and operational needs.
- 6.7 Performance feedback will include student feedback on teaching from at least one course per year for which the staff member has had some responsibility for teaching, as agreed with the supervisor. Student feedback should not be used as the sole measure of teaching performance unless systematic and sustained poor teaching has been evidenced over multiple teaching semesters or trimesters or blocks and there have been previous developmental interventions and strategies put in place to address any identified concerns which have not resolved the issue.
- 6.8 A mentor may be used to encourage the development and performance of the staff member.
- 6.9 PRD information may be accessed by the supervisor's manager for the purposes of career planning and development, performance management and to ensure the effective use of PRD.
- 6.10 Performance Review and Development operates in association with, but separate to:
 - (i) Managing Underperformance – Clause 7;
 - (ii) Probation – Academic Staff - Clause 49 and Probation – Teachers - Clause 61;
 - (iii) Staff Development – Academic Staff – Clause 51 and Staff Development – Teachers - Clause 62;
 - (iv) Promotion – Academic Staff - Clause 50;
 - (v) Academic Workload – Academic Staff - Clause 56; and
 - (vi) Managing Staff Workload – Teachers - Clause 60.

7.0 MANAGING UNDERPERFORMANCE

- 7.1 The University aims to build performance capability within its workforce and support staff members to address issues concerning underperformance as they arise. Underperformance or poor performance is a failure of the staff member to perform the duties of the role or to perform them to the standard required by the University. Underperformance is not the same as misconduct and can be exhibited as:
 - (i) unsatisfactory performance which is a persistent and/or serious failure of the staff member to perform work at a level which would be reasonably required having regard to:
 - (a) the nature and purpose of the position; and
 - (b) level of classification.
- 7.2 Managers and supervisors are expected to discuss performance issues with staff members as they arise and work to resolve them as expeditiously as possible. Such actions might include:
 - (i) discussing the matter informally with the staff member;
 - (ii) reviewing the staff member's position description; or
 - (iii) providing informal counselling or other informal action that is appropriate.
- 7.3 If the staff member does not or is unwilling to improve their performance within a reasonable timeframe, or the manager / supervisor identifies that the staff member's performance is unsatisfactory, the manager / supervisor will meet with the staff member to:
 - (i) explain what the performance concern is and why it is a problem;
 - (ii) provide opportunity for the staff member to respond to the concerns raised, including mitigating circumstances or alternate views;

- (iii) counsel the staff member about their performance including:
 - (a) providing the staff member clear and reasonable expectations about the required standards of performance, the improvement required and activities designed to address performance concerns (where appropriate);
 - (b) providing the staff member a reasonable period of time to demonstrate performance against these expectations; and
 - (c) advising the staff member of the potential consequences of continued underperformance, which may include disciplinary action under Clause 10 – Disciplinary Action;
 - (d) providing the staff member written advice of the items discussed in points (a) to (c) above.

7.4 Without limitation, the University may also take other measures, including development, guidance, work allocation and a performance improvement plan, to assist the staff member to improve their performance. The performance improvement plan must specify:

- (i) the required performance standard;
- (ii) the nature of the improvement required and time within which reasonable improvement is to be achieved; and
- (iii) activities designed to assist in improving performance (where appropriate) which may include a requirement to undertake professional development or training.

7.5 A copy of the performance improvement plan will be provided to the staff member.

7.6 Where the processes referred to above have not produced the required performance improvement(s), the manager / supervisor will advise the staff member in writing, including details of any relevant facts and documentation. A copy of this advice will also be provided to the relevant Pro Vice-Chancellor / Director.

7.7 Within 10 working days of receiving the advice in Clause 7.6, the staff member may choose to:

- (i) make a written submission in relation to the advice; and/or
- (ii) meet with the Pro-Vice-Chancellor / Director to discuss their submission and/or provide further information.

7.8 The Pro Vice-Chancellor / Director, after taking into account the supervisor/manager's advice, the staff member's submission and relevant evidence will advise the staff member in writing of the decision to:

- (i) take no further action; or
- (ii) refer the matter back to the manager / supervisor for a further review period; or
- (iii) recommend to the relevant Deputy Vice-Chancellor or equivalent that disciplinary action be taken in accordance with Disciplinary Action – Clause 10; or
- (iv) recommend to the relevant Deputy Vice-Chancellor or equivalent that they agree to some other negotiated outcome.

Request for Review

7.9 Where a recommendation to the relevant Deputy Vice-Chancellor or equivalent is that the staff member should be demoted or have their employment terminated, the staff member may make a written request to the Director, People and Workforce Strategy within 5 working days of receiving the Pro Vice-Chancellor / Director's written advice for:

- (i) an Independent Review in accordance with Clause 46 – Independent Reviewer; or
- (ii) a Committee of Inquiry – Clause 47.

- 7.10 If the matter is referred under Clause 7.8 (iii), the relevant Deputy Vice-Chancellor or equivalent will take into account:
- (i) the manager / supervisor's advice under Clause 7.6 and the staff member's written submission under Clause 7.7;
 - (ii) the Pro Vice-Chancellor / Director's recommendation under Clause 7.8 (iii); and, if applicable
 - (iii) the report of the Independent Reviewer - Clause 46 – Independent Reviewer; or Committee of Inquiry – Clause 47.
- 7.11 The relevant Deputy Vice-Chancellor or equivalent will make a determination in relation to Disciplinary Action - Clause 10 and advise the staff member in writing of the decision. If the determined disciplinary action is termination of employment, the Deputy Vice-Chancellor or equivalent will offer the staff member and their Representative (if any), an opportunity to meet in person and / or make written submissions as to why the staff members employment should not be terminated. The staff member may put forward any matters going to mitigation for the Deputy Vice-Chancellor or equivalent to consider.
- 7.12 Throughout this process, all issues will be dealt with in a timely manner.
- 7.13 The University will consider any reasonable request by the staff member or their Representative to extend the periods in Clauses 7.7 and 7.9.
- 7.14 The decision of the Deputy Vice-Chancellor or equivalent under this clause will be final. However, this clause does not exclude the jurisdiction of any external tribunal that would be competent to deal with the matter.

8.0 MISCONDUCT / SERIOUS MISCONDUCT

8.1 For the purpose of this clause:

8.1.1 **"Misconduct"** means conduct which is not serious misconduct but which is nonetheless conduct which is unsatisfactory.

8.1.2 **"Serious Misconduct"** means:

- (i) serious misbehaviour of a kind which constitutes a serious impediment to the carrying out of a staff member's duties or to a staff member's colleagues carrying out their duties;
- (ii) serious dereliction of the duties required of the staff member's office;
- (iii) conviction by a court of an offence which constitutes a serious impediment of the kind referred to in (i) above.

8.1.3 Serious misconduct includes:

- (i) wilful or deliberate behaviour by a staff member that is inconsistent with the continuation of the contract of employment;
- (ii) conduct that causes serious and imminent risk to the health or safety of a person;
- (iii) the staff member, in the course of the staff member's employment, engaging in:
 - (a) theft; or
 - (b) fraud; or
 - (c) assault.
- (iv) the staff member being intoxicated at work such that, the staff member's faculties are, by reason of the staff member being under the influence of intoxicating liquor or a drug (except a drug administered by, or taken in accordance with the directions of, a person lawfully authorised to administer the drug), so impaired that the staff member is unfit to

be entrusted with the staff member's duties or with any duty that the staff member may be called upon to perform;

- (v) serious and/or repeated bullying or harassment, including sexual harassment.

8.1.4 Serious misconduct may include persistent and repeated instances of proven misconduct which evidence a pattern of behaviour.

8.2 Wherever possible, a staff member's supervisor will attempt to resolve instances of possible misconduct through guidance, counselling and appropriate staff development or work allocation and/or formal written notification of the University's expectations.

8.3 Any allegation of misconduct or serious misconduct will be considered by the appropriate Deputy Vice-Chancellor or equivalent. If the Deputy Vice-Chancellor or equivalent believes such allegations warrant further investigation they will:

- (i) notify the staff member of the allegations in writing and in sufficient detail to enable the staff member to understand the precise nature of the allegations and to properly consider and respond to them; and require the staff member to submit a written response within 10 working days unless, where required, the matter has been referred to an external body; or
- (ii) where required, refer the matter to an external body with the appropriate jurisdiction to deal with the matter and in such cases, inform the staff member in writing at the time of such referral.

8.4 At any time after an allegation of misconduct / serious misconduct has been received by the appropriate Deputy Vice-Chancellor or equivalent, the Deputy Vice-Chancellor or equivalent may suspend the staff member on full pay, or may suspend the staff member without pay if the Deputy Vice-Chancellor or equivalent is of the view that the alleged conduct amounts to serious misconduct such that it would be unreasonable to require the University to continue employment during a period of notice. Provided that:

- (i) where the suspension without pay occurs at a time when the staff member is on paid leave of absence, the staff member will continue to receive salary for the period of leave of absence;
- (ii) the staff member may engage in paid employment or draw on any annual leave or long service leave credits for the duration of the suspension without pay;
- (iii) the Deputy Vice-Chancellor or equivalent may at any time direct that salary be paid on the grounds of hardship;
- (iv) any lost salary and other entitlements will be reimbursed if it is ultimately determined that dismissal is not warranted.

8.5 During any period of suspension the staff member may be excluded from the University, provided that they will be permitted reasonable access to the University for the preparation of their case and to collect personal property.

8.6 If the allegations are admitted in full by the staff member, or if the staff member has not responded to the allegations, and the appropriate Deputy Vice-Chancellor or equivalent is of the view that the conduct amounts to misconduct or serious misconduct, the Deputy Vice-Chancellor or equivalent may decide to take disciplinary action and, if so, will advise the staff member in writing of the decision and the operative date of the disciplinary action.

8.7 If the allegation is denied in part or in full, the appropriate Deputy Vice-Chancellor or equivalent will refer the matter to a Committee of Inquiry under Clause 47, unless:

- (i) the Deputy Vice-Chancellor or equivalent decides to take no further action; counsels or censures the staff member for unsatisfactory behaviour and takes no other action; or agrees to some other negotiated outcome;
- (ii) the staff member elects to have the allegations investigated by an Independent Reviewer – Clause 46.

8.8 Any Committee of Inquiry or Independent Reviewer report or findings of an external body in accordance with Clause 8.3 (ii) will be considered by the Deputy Vice-Chancellor or equivalent, who will determine:

- (i) there is no misconduct / serious misconduct and take appropriate action; or
- (ii) to counsel or censure the staff member; or
- (iii) that misconduct / serious misconduct has occurred and:
 - (a) advise the staff member of the disciplinary action to be taken in accordance with Disciplinary Action - Clause 10. If the determined disciplinary action is termination of employment, the Deputy Vice-Chancellor or equivalent will offer the staff member and their Representative (if any) an opportunity to meet in person and/or make written submissions as to why the staff member's employment should not be terminated. The staff member may put forward any matters going to mitigation for the Deputy Vice-Chancellor or equivalent to consider; or
 - (b) agree to some other negotiated outcome.

Application

8.9 This clause will apply to all staff members, excluding casuals.

9.0 RESEARCH CODE BREACH

9.1 For the purposes of this clause:

- (i) **"Code"** means the Australian Code for the Responsible Conduct of Research 2018, and related guide, published jointly by the Australian Research Council, the National Health and Medical Research Council and Universities Australia.
- (ii) **"Research Misconduct Investigation Guidelines"** means the University of Newcastle procedures (as amended from time to time) detailing how potential breaches of the Code will be managed and investigated, consistent with the Code.
- (iii) **"Research Code Breach"** means conduct that breaches the Australian Code for the Responsible Conduct of Research that are considered less serious, that may be minor or technical deviations that are honest or accidental errors.
- (iv) **"Serious Research Code Breach"** means a serious or deliberate research code breach that involves:
 - (a) intent or deliberation, recklessness or gross and persistent negligence; and/or
 - (b) serious consequences, such as false information on the public record, or adverse effects on research participants, animals or the environment.

Serious Research Code Breach includes:

- (a) fabrication, falsification, plagiarism, or deception in proposing, carrying out or reporting the results of research, and failure to declare or manage a serious conflict of interest;
- (b) avoidable failure to follow a research proposal as approved by a research ethics committee;
- (c) misuse of research funds;
- (d) wilful concealment or facilitation of a research code breach by others.

Repeated or continuing instances of Research Code Breaches may also constitute a Serious Research Code Breach, and so do where these have been the subject of previous counselling or specific direction. A Serious Research Code Breach does not include honest differences in

judgement in management of a research project, and may not include honest errors that are minor or unintentional.

(v) **“Corrective Action”** means:

- (a) steps required to correct the research record (for example, issuing a corrigendum, retracting a publication or altering the authorship ascription);
- (b) temporary suspension of a research project and/or suspension of project funds;
- (c) responsible conduct of research education; and/or
- (d) counselling and guidance.

(vi) **“Disciplinary Action”** means:

- (a) counselling; and/or
- (b) further training and development; and/or
- (c) formal censure; and/or
- (d) loss of increment(s); and/or
- (e) demotion; or
- (f) termination alone.

Termination of employment will only apply in cases of Serious Research Code Breaches.

9.2 The University may take Corrective Action for Research Code Breaches in accordance with the process set out in the Research Misconduct Investigation Guidelines.

9.3 At any time after a potential Serious Research Code Breach has been received, the Senior Deputy Vice-Chancellor (Research and Innovation) or equivalent may suspend the staff member on full pay, or may suspend the staff member without pay during the period of the investigation proceedings. If a staff member is suspended without pay the staff member may draw on any annual leave or long service leave credits or may engage in paid employment (with the permission of the University).

9.4 The Senior Deputy Vice-Chancellor (Research and Innovation) or equivalent may take Disciplinary Action against a staff member for a Serious Research Code Breach provided that an investigation process has been conducted in accordance with the Research Misconduct Investigation Guidelines. During the investigation process:

- (i) the staff member (and their Representative if they so choose) will be provided reasonable opportunity to:
 - (a) respond to the allegations;
 - (b) make submissions and present evidence;
 - (c) respond to any evidence; and
 - (d) where an internal panel investigation applies, the staff member (and their Representative if they so choose) will be advised of the process, and have the opportunity to appear before the panel.

9.5 The Senior Deputy Vice-Chancellor (Research and Innovation) or equivalent will:

- (i) advise the staff member of the Disciplinary Action to be taken. If the determined Disciplinary Action is termination, the Senior Deputy Vice-Chancellor (Research and Innovation) or equivalent will offer the staff member and their Representative (if they so choose) an opportunity to meet in person and/or make written submissions as to why the staff member's

employment should not be terminated. The staff member may put forward any matters going to mitigation for the Senior Deputy Vice-Chancellor (Research and Innovation) or equivalent to consider; or

(ii) agree to some other negotiated outcome.

9.6 This clause in no way constrains the University from carrying out further investigations relating to the consequences of conduct of a staff member or former staff member when required in the public interest.

9.7 The action of the Senior Deputy Vice-Chancellor (Research and Innovation) or equivalent under this clause will be final. However, this clause does not exclude the jurisdiction of any external tribunal that would be competent to deal with the matter.

Application

9.8 This clause will apply to all staff members, excluding casuals.

9.9 In the case of a potential Breach / Serious Breach of the Code by a staff member, the University will follow the process set out in the Research Misconduct Investigation Guidelines. For the avoidance of doubt, the procedures under Clause 8 – Misconduct / Serious Misconduct, do not apply when dealing with an alleged Breach / Serious Breach of the Code.

9.10 Where there is ambiguity as to whether the procedures in this clause or Clause 8 – Misconduct / Serious Misconduct should apply, the Director, People and Workforce Strategy will consult with the Pro Vice-Chancellor, Research and Innovation and agree which processes should apply to avoid duplication. If, during the process, it becomes apparent that the alternate process is more applicable, the University may adopt the alternate process and steps taken under the first process will be recognised in the second process.

Implementation Matters

9.11 The University will consider nominations from the relevant union(s) for suitably qualified and experienced staff members to be available for appointment by the University should an internal panel investigation panel be required.

9.12 Where a Research Code Breach matter involves a staff member represented by a union, the University will consult with the relevant union in relation to the appointment of the Chair prior to commencement of the internal panel investigation.

10.0 DISCIPLINARY ACTION

10.1 Decisions to discipline a staff member may result from:

(i) Managing Underperformance - Clause 7; or

(ii) Misconduct / Serious Misconduct - Clause 8.

10.2 The decision to take disciplinary action is made by the Vice-Chancellor or appropriate Deputy Vice-Chancellor. Disciplinary action means any one or combination of the following:

(i) counselling; and/or

(ii) further training and development; and/or

(iii) formal censure; and/or

(iv) loss of increment(s); and/or

(v) demotion; or

(vi) termination alone.

- 10.3 In cases involving misconduct not amounting to serious misconduct, disciplinary action will be limited to the scope of Clause 10.2 (i) – (v).

11.0 STAFF REPORTS

- 11.1 An adverse report against a staff member will be placed on a staff member's personal file and the staff member will be provided with an opportunity to respond. Any response will be filed with the adverse report.

12.0 INDUCTION

- 12.1 The University will have an induction program for new staff and provide access to relevant information and staff support sites including union contact details.

13.0 STUDY LEAVE, EXAMINATION LEAVE AND REIMBURSEMENT OF FEES

- 13.1 The University may grant study leave and/or examination leave and/or reimbursement of study fees for study leading to a formal qualification relevant and appropriate to the staff member's current or likely future duties and responsibilities at the University, and of benefit to the University.
- 13.2 Full-time or part-time staff members who are continuing or contingent, or have a fixed term employment contract of at least 12 months, are eligible to apply for study leave and/or examination leave and/or reimbursement of fees.
- 13.3 Study leave is to be taken during working hours and is for the purpose of enabling the staff member to meet program requirements.

Provisions for Study Leave, Examination Leave and Travel Time

- 13.4 Study leave and/or examination leave, including travel time associated with attending examinations, when granted, will be in accordance with the following:

TYPE OF LEAVE	PERIOD OF LEAVE
Study Leave	Up to a maximum of 35 hours per semester or trimester in addition to any period of approved examination leave.
Examination Leave	The actual duration of the examination.
Examination Leave for a Take Home Examination	The actual duration of the examination up to a maximum of 4 hours for each examination.
Pre-examination leave	An amount of time equal to the actual duration of the examination, to be taken during ordinary working hours prior to the examination occurring, in addition to examination leave and travel time.
Travel Time	The time required to travel from a staff member's usual place of work to attend an examination where such travel can only be undertaken during ordinary working hours.

- 13.5 Study Leave is not intended to enable a staff member to undertake a full-time equivalent program of study.

Study Leave:

- (i) is only available during the operation of the program;
- (ii) will only be granted for one program of study at a time;

- (iii) will generally be granted at the rate of half an hour for every hour face-to-face or equivalent; and
- (iv) is an expendable grant which lapses if not used in the nominated semester or trimester.

13.6 A staff member may seek a review of a decision regarding study leave and/or examination leave and/or reimbursement of fees from the appropriate Deputy Vice Chancellor, or nominee.

13.7 The University will reimburse fees for eligible staff members undertaking an approved program of study, in line with the relevant University policy on reimbursement of fees.

14.0 JOB SECURITY

14.1 The University recognises the value of attracting staff on merit and of developing and retaining high quality staff.

14.2 The University will investigate positive measures to promote job security by facilitating a match between staff numbers, skills and capabilities and the emerging needs of the University including:

- (i) Advertising continuing level A academic positions to current casual, fixed-term and contingent staff in the first instance; and
- (ii) Offering staff access to a range of programs to support career progression or to achieve more secure employment. These programs will be accessible to casual, fixed-term, contingent and continuing staff and could include:
 - Job interview skills;
 - Resume and application preparation;
 - Addressing selection criteria; and
 - Mentoring, coaching and career advice.

14.3 Options such as attrition, voluntary separation, job redesign, redeployment, training and development, use of leave by agreement, reduction of employment fraction, secondment and transfer will be considered, wherever possible, to avert or minimise potential redundancy. Redundancies will be managed in accordance with, Clause 15 – Organisational Change; Clause 52 – Voluntary Separation, Redeployment and Retrenchment – Academic Staff; and Clause 63 – Redeployment and Redundancy - Teachers.

15.0 ORGANISATIONAL CHANGE

15.1 The University recognises the benefits of seeking opinions and views from staff and understands that workplace change is best realised with consultative mechanisms which encourage co-operation and engagement of staff.

- (i) Where the University intends to implement significant workplace change, staff will usually be consulted prior to the procedures outlined in this clause.

15.2 Staff members may appoint a Representative and the University will recognise the Representative once advised by the staff member for the purposes of the change processes outlined in this clause.

15.3 The University will consult with and give the relevant union(s) the opportunity to provide comments, recommendations and submissions on any of the change processes outlined in this clause.

15.4 For the purposes of this clause:

- (i) Organisational Change is a change to production, program, structure or technology in relation to the University's enterprise that is likely to have a significant effect on staff members. An Organisational Change is likely to have a significant effect on staff members if it results in:
 - (a) the termination of the employment of staff members; or

- (b) major change to the composition, operation or size of the University's workforce or to the skills required of staff members; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration of hours of work; or
 - (e) the need to retrain staff members; or
 - (f) the need to relocate staff members to another workplace; or
 - (g) the restructuring of jobs.
 - (ii) The management of workplace change will be conducted objectively and transparently according to an appropriate timeframe.
 - (iii) The University will give prompt and genuine consideration to matters raised by staff and the Union(s) in relation to the proposed changes.
 - (iv) Options such as attrition, voluntary separation, job redesign, redeployment, training and development, use of leave by agreement, conversion to part-time employment, relocation support, secondment and transfer will be considered, wherever possible, to avert or minimise potential redundancy.
 - (v) The University is not required to disclose any confidential or commercially sensitive information to staff members or Representatives.
- 15.5 As soon as practicable after making a definite decision to introduce a change that is likely to have a significant effect on one staff member only, the University will discuss the proposed change directly with the staff member. For the purposes of the discussion, the University will provide relevant information, including the nature and likely effects of the change and invite the staff member to give their views about the impact of the change, in lieu of the processes in Clauses 15.6 to 15.13 in order to work towards mutually acceptable solutions and/or alternatives. Where the workload of more than one staff member would be significantly affected by the change, this will not be considered a one staff member change.
- 15.6 As soon as practicable after making a definite decision to introduce a change that is likely to have a significant effect on staff, where Clause 15.5 does not apply, the University will draft a Consultation Paper to facilitate consultation with, and provision of information to, affected staff (including staff on extended periods of leave). The Consultation Paper will address:
- (i) an explanation of the University's rationale, process and quantifications that lead to the requirement for change;
 - (ii) means and timeframe for change;
 - (iii) identification of the positions affected and the stakeholders on whom the change will impact;
 - (iv) financial, staffing and training implications; and
 - (v) the measures to be taken to avert or mitigate adverse impact on staff.
- 15.7 The University will meet with affected staff to discuss the Consultation Paper. Where requested, HR Services staff and leaders from the unit considering the change will meet with affected staff, either individually or in a group, to further discuss any aspect of the Consultation Paper.
- 15.8 The Consultation Paper will be placed on the University website and staff will be given the opportunity to provide comments, recommendations, alternative solutions and submissions.
- 15.9 The University will consider the comments, recommendations, alternative solutions and submissions and provide feedback to the staff member(s).

- 15.10 The Consultative Committee(s) will have an opportunity to comment on the process of consultation that has occurred and the issues raised and make any recommendation(s). These recommendations will be considered and reflected in the Proposal referred to in Clause 15.11.
- 15.11 The University will prepare a formal Proposal which includes the details specified in Clause 15.6 above and the outcome of any consultations.
- 15.12 The University will forward the Proposal to affected staff. The Proposal will also be published on the University website.
- 15.13 The Proposal and any recommendations will be forwarded to the Vice-Chancellor for consideration and determination.

Post-Implementation Review

- 15.14 The University will conduct a review appropriate to the change within 6-12 months of the Proposal Paper implementation. Staff from the area directly impacted by the change will have the opportunity to participate in the review. The review findings will be discussed at a Staff Consultative Committee meeting as well as with staff of the affected area.

16.0 CONSULTATION ON CHANGE TO ORDINARY HOURS OF WORK

- 16.1 The consultation process under this clause will apply where the University seeks to change:
- (i) the pattern of ordinary working hours of an academic staff member, including, for example, instances where the change arises from a variation to the staff member's workload allocation or a teaching timetable change; or
 - (ii) the usual hours of work of one or more Teaching staff members without any change to the limits on the number or span or ordinary hours set out at Clause 72.1; and
- where clauses Flexibility – Clause 4, Requests for Flexible Working Arrangements – Clause 31, Organisational Change – Clause 15 and Clause 72.2 do not apply:
- (a) prior to introducing the proposed change, the University will give the staff member(s) and their Representatives (if any) information about the proposed change, including details of the proposed change and the effects the University believes the proposed change is likely to have on the staff member(s);
 - (b) the University will invite the staff member(s) to give their views about the impact of the change (including any impact in relation to their family and caring responsibilities);
 - (c) the University will give prompt and genuine consideration to matters raised about the change by staff member(s);
 - (d) the University will advise the staff member(s) of its decision as soon as practicable following its consideration of any matters raised by the staff member(s).

17.0 ABANDONMENT OF EMPLOYMENT

- 17.1 Where a staff member has been absent from duty for a continuous period of 5 working days without advice to their supervisor or the approval of the University, the following will apply:
- (i) The University will make reasonable attempts to contact the staff member (including a registered letter), using their most currently available contact details, requiring the staff member to provide an explanation for the absence.
 - (ii) The staff member will be on unauthorised leave without pay for the period of the absence.
 - (iii) If there was reasonable cause for the absence, the staff member may apply for an appropriate form of leave to cover the absence.
 - (iv) If the staff member does not establish to the satisfaction of the appropriate Deputy Vice-Chancellor that there was a reasonable cause for the absence, and the staff member seeks

to resume duty, the matter may be dealt with as possible misconduct under Misconduct / Serious Misconduct – Clause 8.

- (v) If the staff member fails to respond within 10 working days of the date of the registered letter under Clause 17.1 (i), the staff member will be deemed to have abandoned their employment. In this case, the staff member will be entitled only to payment up to the last day of attendance for duty or authorised leave.

18.0 INTELLECTUAL PROPERTY RIGHTS

18.1 Subject to legislative provisions on moral and intellectual property rights, the following principles will apply to the management of intellectual property:

- (i) The University asserts ownership of intellectual property created by originators in the course of their employment with the University unless specified otherwise.
- (ii) A minimum of 50% of the net income received by the University as a result of exploitation of University intellectual property will be distributed to the originator.
- (iii) The rights and responsibilities of originators and managers of intellectual property are to be properly communicated to staff.

18.2 Nothing in this clause prevents a staff member from entering into a commercial agreement with the University.

18.3 Disputes regarding intellectual property rights may be referred to the Inquiry Officer – Clause 45.

18.4 Nothing in this clause will be construed as excluding the jurisdiction of any external body competent to deal with intellectual property rights.

19.0 INTELLECTUAL FREEDOM

19.1 The parties to the Agreement are committed to act in a manner consistent with the protection and promotion of intellectual freedom within the University.

19.2 Staff members have the right to freedom of opinion and expression. This right includes freedom to hold opinions without interference and to seek, receive and impart information and ideas through any media, but does not include the right to harass, intimidate or vilify.

19.3 Staff members providing statements / public comment on behalf of the University may only do so in accordance with the appropriate authorisation / delegation and the University Code of Conduct.

19.4 Staff members have the right to pursue critical enquiry and to discuss freely, teach, assess, develop curricula, publish and research within the limits of their professional competence and standards, and consistent with their employment obligations and role.

19.5 The University will encourage staff to participate in governance of the institution. The University is committed to operating in a transparent manner.

20.0 EQUITY AND EQUAL EMPLOYMENT OPPORTUNITY

20.1 The parties to the Agreement are committed to the principles of equal employment opportunity, equity and inclusive practice and will implement initiatives to promote diversity of the workforce.

20.2 The University will consult with staff members on strategies related to equity and equal opportunity, including on the development of inclusiveness initiatives.

20.3 To assist in meeting these objectives, the University will invite a staff member Representative of the NTEU to participate in the working party review of inclusiveness policies which will be informed by the consultation in Clause 20.2.

21.0 WORK HEALTH AND SAFETY

21.1 The University acknowledges its obligations under the Work Health and Safety Act 2011. The University will continue to promote work health and safety and welfare and maintain and enhance the

University's policy and management framework, including the assignment of responsibilities and training, to improve work health and safety and welfare.

- 21.2 Concerns regarding work health and safety may be resolved by reference to the relevant Faculty / Division Health and Safety Committee and where required the University's Health and Safety Committee. Should this avenue fail to resolve the concerns the matter may then be referred to the Dispute Resolution Procedure - Clause 48.
- 21.3 The University will provide a program, incorporating the principle of reasonable adjustment, to support injured / ill staff members to return to the workplace.
- 21.4 Nothing in this clause will be construed as excluding the jurisdiction of any external body competent to deal with work health and safety matters.

22.0 MENTAL HEALTH AND WELL-BEING

- 22.1 The University recognises the importance of ensuring a work environment that does not create or exacerbate mental health problems and where staff members with mental illness are properly supported.
- 22.2 The University will consult with staff members on strategies related to work health, including consultation on the development of mental health initiatives.
- 22.3 To assist in meeting this objective, the University will invite a staff member Representative of the NTEU to participate in the UON Healthy University Steering Committee.

23.0 DISCRIMINATION, HARASSMENT, BULLYING AND VICTIMISATION

- 23.1 The University is committed to preventing and eliminating all forms of unlawful discrimination and harassment.
- 23.2 The University will comply with its obligations under the Federal and NSW legislation relating to discrimination.
- 23.3 The University will not tolerate discrimination, harassment, bullying or victimisation. Where there is an allegation relating to this type of behaviour, the University will act promptly to address the matter. This includes eliminating the potential for such behaviour and providing appropriate support.
- 23.4 In the event of alleged discrimination, harassment, bullying or victimisation, a staff member or their Representative may refer the matter to the University's Complaints Procedure or notify a dispute under Dispute Resolution Procedure - Clause 48.
- 23.5 Nothing in this clause will be construed as excluding the jurisdiction of any external body competent to deal with alleged discrimination, harassment, bullying and victimisation.

24.0 STAFF COUNSELLING AND ASSISTANCE

- 24.1 The University will provide timely access to a counselling service for staff members and their families through an Employee Assistance Program.
- 24.2 The University will report annually to the Staff Consultative Committee on the operation of the Employee Assistance Program.

25.0 COMPENSATION FOR LOSS OF PERSONAL PROPERTY

- 25.1 The University will compensate a staff member to the extent of damage sustained to personal property where such damage is sustained:
- (i) due to the negligence of the University, another staff member, or both, in the execution of their duties; or
 - (ii) by a defect in the University's materials or equipment; or
 - (iii) where a staff member has protected or attempted to protect the University's property from loss or damage.

25.2 For the purpose of this clause, personal property means a staff member's clothes, spectacles, hearing aid or tools of trade which are ordinarily required for the performance of duties.

25.3 This clause will not apply where a staff member is entitled to compensation for such damage under the relevant Workers' Compensation legislation.

26.0 ENVIRONMENTAL SUSTAINABILITY

26.1 The University is committed to improving the environmental sustainability of the institution by incorporating sustainable practices into its strategies and plans and by promoting a culture of sustainability.

26.2 The Parties agree that the long term sustainability of conditions for University employment and staff job security is related to the restriction of carbon emissions, reduction in energy and water consumption and the development of environmentally sustainable work practices within the University.

26.3 Staff members will be consulted and have the opportunity to have input into the development and implementation of initiatives to promote environmental sustainability including through the engagement of the Staff Consultative Committee with members of the University's Environment Sustainability Committee.

27.0 SALARY

27.1 This Agreement provides for the following salary increases for all staff covered by this Agreement:

2018 1.0% from the start of the first pay period commencing on or after 30 June *

2018 1.0% from the start of the first pay period commencing on or after 30 September *

2019 2.0% from the start of the first pay period commencing on or after 30 September

2020 2.0% from the start of the first pay period commencing on or after 30 September

2021 2.0% from the start of the first pay period commencing on or after 30 September

* Back paid administratively on salaries paid to staff employed at the University on the date of the successful staff vote of this Agreement.

27.2 The salary increases are only payable to staff employed at the University on, or subsequent to the date of approval of this Agreement by Fair Work Australia.

27.3 Salaries, allowances and casual rates will be paid in accordance with Schedule 1 – Salary Rates for Academic Staff and Schedule 2 – Salary Rates and Allowances for Teachers.

27.4 Continuing, contingent and fixed-term staff will progress incrementally through their pay scale on an annual basis, subject to satisfactory performance.

28.0 SALARY PACKAGING

28.1 The University will offer salary packaging. A staff member may choose to take the salary component of their total remuneration as cash salary or select a combination of cash salary and approved benefits to suit their individual needs.

28.2 The University will consult with the Staff Consultative Committee on salary packaging opportunities as they arise.

29.0 SUPERANNUATION

29.1 Superannuation contributions for staff employed at the commencement date of this Agreement, who are members of the NSW State Superannuation Scheme or NSW State Authorities Superannuation Scheme, will continue to be made in accordance with the requirements of the relevant Scheme.

29.2 Except as provided in Clause 29.1, contributions for new and existing employees will be made to UniSuper.

- 29.3 For the purposes of Clause 29.4, Salary is defined in accordance with the UniSuper Consolidated Trust Deed.
- 29.4 From the commencement date of this Agreement, the University will make employer superannuation contributions as follows:
- (i) for employees employed under full or part-time Continuing Employment, at the rate of 17% of Salary; or
 - (ii) for employees employed under a Fixed Term Employment contract:
 - (a) exceeding one (1) year, at the rate of 17% of Salary (for clarity this includes where a fixed term contract is extended and the continuous period of employment in the same position exceeds one (1) year); or
 - (b) a contract of one (1) year or less:
 - (I) in accordance with the minimum required to be made to the employee under the Superannuation Guarantee (Administration) Act 1992 (Cth) (SG Act) until 29 September 2021; and
 - (II) at the rate of 17% of Salary from 30 September 2021.
 - (iii) for employees employed under a Fixed Term or Contingent Employment contract which is funded by a conditional funding agreement including a research grant:
 - (a) until 29 September 2021, the greater of:
 - (I) in accordance with the minimum contributions required to be made for the employee under the Superannuation Guarantee (Administration) Act 1992 (Cth) (SG Act); or
 - (II) as expressly provided for in the funding agreement.
 - (b) from 30 September 2021, at the rate of 17% of Salary.
 - (iv) for employees employed under Casual Employment, in accordance with the minimum contributions required to be made for the employee under the Superannuation Guarantee (Administration) Act 1992 (Cth) (SG Act).

30.0 ABORIGINAL AND TORRES STRAIT ISLANDER EMPLOYMENT

- 30.1 The University acknowledges that Aboriginal and Torres Strait Islander people are two distinct racial groups within the term "Indigenous Australians". For the purposes of this clause, "Aboriginal and Torres Strait Islander" or "Indigenous" person means any person who is of Aboriginal and/or Torres Strait Islander descent who is recognised and accepted as such by other Aboriginal or Torres Strait Islander peoples and who identifies as an Aboriginal and/or Torres Strait Islander.
- 30.2 The University will establish and maintain a workplace environment that values Aboriginal and Torres Strait Islander peoples' cultures, aspirations and contributions. This is expressed, in the University's Reconciliation Statement, Reconciliation Action Plan (RAP), Aboriginal and Torres Strait Islander Employment Strategy (ATSIES) and NeW Futures Strategic Plan 2016-2025.
- 30.3 The University will continue to implement, fund, review, improve and comply with its Aboriginal and Torres Strait Islander Employment Strategy, in consultation with the Unions and in partnership with Aboriginal and Torres Strait Islander stakeholders, including but not limited to, the Wollotuka Institute and the Board of Aboriginal and Torres Strait Islander Education and Research (BATSIER) and the Aboriginal and Torres Strait Islander Employment Committee.
- 30.4 The University will seek to continue to improve representation of Aboriginal and Torres Strait Islander staff, guided by the objectives outlined in the Aboriginal and Torres Strait Islander Employment Strategy: 'Attraction and Recruitment', 'Environment and Retention' and 'Development and Extension', with the following objectives:

- (i) ensure significant Aboriginal and Torres Strait Islander representation in employment throughout the University, and across classification levels and within all areas of the University with a target of 3.9% (104 FTE) staff by 2020 in line with the ATSIES and RAP;
- (ii) increase the number of identified positions for Aboriginal and Torres Strait Islander peoples across classification levels for both academic and professional staff and across faculties and divisions of the University;
- (iii) increase opportunities for further study, training and career development for Aboriginal and Torres Strait Islander staff, including Aboriginal and Torres Strait Islander fellowships and scholarships, and provide adequate time release and support to enable this to occur;
- (iv) promote self-determination by Aboriginal and Torres Strait Islander staff in respect of career choices and opportunities;
- (v) establish employment and training opportunities within the University for Aboriginal and Torres Strait Islander students or graduates of the University, including Aboriginal and Torres Strait Islander cadetships (in line with Indigenous Cadetship Support (ICS));
- (vi) identify and recognise workload implications that arise for Aboriginal and Torres Strait Islander staff in adhering to community and cultural protocols; and
- (vii) encourage and facilitate networking for Aboriginal and Torres Strait Islander staff.

- 30.5 The University and its staff will respect the diverse cultural, social and religious systems practiced by Aboriginal and Torres Strait Islander peoples. The University recognises and acknowledges the uniqueness of Aboriginal and Torres Strait Islander knowledge and research methodologies; and will actively promote Aboriginal and Torres Strait Islander knowledge, language and scholarship in collaboration with Aboriginal and Torres Strait Islander stakeholders.
- 30.6 The University will provide, and encourage staff to participate in Indigenous Cultural Competency training/Indigenous Studies training with a priority for those with supervisory and/or teaching and learning responsibilities.
- 30.7 The University will ensure that staff are supported by University policies and procedures aimed at eliminating racism and discrimination in the workplace. The University's employment policies and procedures will recognise and promote knowledge of, and commitment to, Aboriginal and Torres Strait Islander peoples and cultures. Areas such as workload, staff development, promotion and reclassification will recognise Aboriginal and Torres Strait Islander values and academic achievements and community achievements including the consideration of cultural standards.
- 30.8 To facilitate the implementation of this clause, the University will maintain and fund the position of Aboriginal and Torres Strait Islander Employment Coordinator as an identified Aboriginal and Torres Strait Islander position.
- 30.9 In order to implement the terms of the Aboriginal and Torres Strait Islander Employment Clause, the parties agree to have Aboriginal and/or Torres Strait Islander NTEU Representatives on the Aboriginal and Torres Strait Islander Employment Committee. A key role of the committee will be to be informed on the progress of Aboriginal and Torres Strait Islander employment at the University and to make recommendations to the University on how Aboriginal and Torres Strait Islander employment outcomes can be improved and progressed during the life of this Agreement. The Aboriginal and Torres Strait Islander Employment Committee will regularly review the implementation of the ATSIES.
- 30.10 Should it be apparent to the University or the NTEU at any stage that the target will not be met, or probably will not be met, the parties will confer, at a meeting of the Aboriginal and Torres Strait Islander Employment Committee to be held within one month of a request, with a view to determining what measures must be taken to ensure that the target for 2020 will be met.

Selection and Recruitment

- 30.11 Where applicants for positions identify themselves in their applications as an Aboriginal and/or Torres Strait Islander, the Selection Committee will have appropriate Aboriginal or Torres Strait Islander representation.

- 30.12 Where an applicant has identified as Aboriginal or Torres Strait Islander, all selection committee members will be required to undertake Indigenous Cultural Competency training.
- 30.13 Where possible, selection of new employees for positions within the Wollotuka Institute and identified Indigenous positions across the University will be carried out by selection or assessment panels which comprise at least 50% Aboriginal and Torres Strait Islander membership.
- 30.14 When an identified applicant is successful in gaining a position within the University, the supervisors and work area will be encouraged to undertake Indigenous Cultural Competency training.
- 30.15 All Aboriginal and Torres Strait Islander staff newly appointed to the University of Newcastle will be provided with an induction program specifically addressing Indigenous issues and in agreement with the staff member the University will offer an appropriate Aboriginal and/or Torres Strait Islander mentor.
- 30.16 Prior to the expiration of an Aboriginal and/or Torres Strait Islander cadetship, traineeship or apprenticeship, the University, in consultation with the staff member, will explore further opportunities with preference of employment.
- 30.17 Aboriginal and Torres Strait Islander staff on expiring fixed-term contracts will be given notice in accordance with this Agreement and will be supported in seeking alternative employment opportunities within the University prior to the expiry of their contract.
- 30.18 The University, in conjunction with the Aboriginal and Torres Strait Islander Employment Coordinator and the Aboriginal and Torres Strait Islander staff member, will develop a strategy to assist the staff member to seek alternative employment opportunities within the University. The University will undertake all reasonable measures to ensure ongoing employment of Aboriginal and Torres Strait Islander staff members is promoted.

The Wollotuka Institute

- 30.19 The parties agree that the Wollotuka Institute may determine that it will employ only Aboriginal and Torres Strait Islander peoples in recognition that services provided to Aboriginal and Torres Strait Islander students can be most effectively performed by an Aboriginal and Torres Strait Islander person.

Appointment of Senior Indigenous Staff – Pro Vice-Chancellor (PVC), Aboriginal and Torres Strait Islander Education and Research

- 30.20 The University has established the position of PVC, Aboriginal and Torres Strait Islander Education and Research. This position is responsible for:
- (i) provision of high quality strategic advice to Senior Management of the University on Indigenous matters within the University and in the wider community;
 - (ii) provision of strong leadership and management in effective strategic planning and in the development of programs, strategies and policies for Indigenous education, research and collaboration; and
 - (iii) providing direction and leadership that contributes to the effective delivery of outcomes for the University's strategic priorities in Indigenous education, research and collaboration through the RAP, NeW Futures Strategic Plan, Corporate Plan and other relevant vehicles.
- 30.21 The University will maintain this senior appointment for at least the life of the Agreement. In the event of a vacancy, this position will be maintained.
- 30.22 For the purposes of selection and appointment to this position, the provisions of the Selection and Assessment Panels sub-clause will apply.

Aboriginal and Torres Strait Islander Leave

- 30.23 In order to fulfil unique Aboriginal and Torres Strait Islander cultural responsibilities, the University supports Aboriginal or Torres Strait Islander staff by providing access to a pool of 10 days paid Aboriginal and Torres Strait Islander leave annually (in addition to the personal leave provisions) and 10 days of unpaid Aboriginal and Torres Strait Islander leave, for the purposes of:

- (i) bereavement leave;
- (ii) participation in National Aboriginal and Islander Day celebrations; and
- (iii) participation in and fulfilment of ceremonial obligations, attendance at community organisation business or other relevant cultural events.

Aboriginal and Torres Strait Islander Language Allowance

30.24 In recognition of the importance of Aboriginal and Torres Strait Islander Languages, a staff member who is required to use Aboriginal and Torres Strait Islander Language in the course of their employment and is proficient in the language will be paid an allowance of:

- (i) **Level 1 - \$1500.00 per annum increased with salary increases**

Level 1 is an elementary level. This level of proficiency is appropriate for all staff members in identified positions or staff who are capable of using a minimal knowledge of language for the purpose of simple communication;

- (ii) **Level 2 – \$2800.00 per annum increased with salary increases**

Level 2 represents a level of ability for the ordinary purposes of general business, conversation, reading and writing.

30.25 For the purpose of this clause, Languages will include the complex system of communication used in Indigenous culture in all its diversity, which includes sign language, speech taboos, Indigenous gestural systems, ceremonial language, utterances, auditory, visual and/or non-verbal communication.

30.26 The level of proficiency and the approval for payment of this allowance will be determined by the Executive Team of the Wollotuka Institute following appropriate expert advice in Aboriginal and Torres Strait Islander language.

31.0 REQUESTS FOR FLEXIBLE WORKING ARRANGEMENTS

31.1 The right of staff members to request flexible working arrangements in certain circumstances is prescribed in the National Employment Standards (NES) under the Fair Work Act 2009.

Note: The following table summarises the NES provisions.

REQUESTS FOR FLEXIBLE WORKING ARRANGEMENTS AND THE NES
<p>A staff member may request that the University agree to a change in working arrangements (e.g. changes in hours of work, patterns of work or location of work) where they:</p> <ul style="list-style-type: none"> - are the parent, or have responsibility for the care, of a child who is of school age or younger; or - are a carer (within the meaning of the <i>Carer Recognition Act 2010</i>); or - have a disability; or - are 55 or older; or - are experiencing violence from a member of their family; or - provide care or support to a member of their immediate family, or household, who requires care or support because they are experiencing violence from their family. <p>Staff members are entitled to make the request if they have completed at least 12 months of continuous service with the University immediately before making the request.</p> <p>Casual staff members are entitled to make a request if:</p>

- they have been employed by the University on a regular and systematic basis for a sequence of periods of employment of at least 12 months immediately before making the request; and
- there is a reasonable expectation of further employment by the University on a regular and systematic basis.

Request by Staff Member

The request by a staff member for a change in working arrangements must:

- (a) be made in writing; and
- (b) set out details of the change sought and the reasons for the change.

Responding to the Request

The University must give the staff member a written response to the request within 21 days, stating whether the University grants or refuses the request.

If the University refuses the request the written response must include details of the reasons for the refusal.

The University may refuse the request only on reasonable business grounds as specified in the NES.

32.0 LONG SERVICE LEAVE

32.1 The provisions in relation to the accrual and payment of long service leave entitlements for staff are as follows:

	Staff members, other than casual staff members	Casual staff members
32.1.1 A staff member will have an entitlement to long service leave as follows:		
(i) At the completion of 10 years service (whether continuous or broken);	3 months leave on ordinary pay.	2 months leave on ordinary pay.
(ii) More than 10 years service, but less than 15 years service (whether continuous or broken); and	9 calendar days paid leave per year of service for each year of service between 10 and 15 years.	6 calendar days paid leave per year of service for each year of service between 10 and 15 years.
(iii) After 15 years of service (whether continuous or broken).	15 calendar days paid leave per year of service for each year of service over 15 years.	6 calendar days paid leave per year of service for each year of service over 15 years.
32.1.2 A staff member will be paid long service leave as follows:		
(i) After 10 years service (whether continuous or broken);	Whilst on approved long service leave or on termination for any reason, including death.	Whilst on approved long service leave or on termination for any reason including death or as payment in lieu of leave.
(ii) Where service with the University is less than 10 years, but greater than 5	On a pro rata basis on termination, where terminated by the University for any reason	In accordance with the Long Service Leave Act (NSW) 1955.

		Staff members, other than casual staff members	Casual staff members
	years (whether continuous or broken);	other than the staff member's serious and wilful misconduct, or by the staff member on account of illness, incapacity or domestic or other pressing necessity, or by reason of the death of the staff member.	
(iii)	Where service with the University is less than 5 years; or	NIL	NIL
(iv)	In lieu of leave.	Not applicable	Entitled to take payment in lieu of leave.
32.1.3 Long service leave will be paid as follows			
(i)	Whilst on leave;	At the rate of pay that would have been paid had the staff member not been on leave, excluding any ordinary overtime or penalty rate that would be applied.	At ordinary rate of pay of the staff member at the date of taking long service leave or at the average ordinary rate of pay earned by the staff member in the preceding 5 year period, whichever is the greater.
(ii)	On termination;	At the staff member's ordinary rate of pay as at the date of termination.	At the ordinary rate of pay of the staff member at the date of termination or at the average ordinary rate of pay earned by the staff member in the preceding 5 year period, whichever is the greater.
(iii)	On death;	To the staff member's estate.	To the staff member's estate.
(iv)	As payment in lieu; or	Not applicable	At the ordinary rate of pay of the staff member at the date of the payment in lieu or at the average ordinary rate of pay earned by the staff member in the preceding 5 year period, whichever is the greater.
(v)	For a staff member with at least 10 years service, who has worked a mix of ordinary hours of work during their employment with the University and who has an accumulation less than that prescribed in Clause 32.1.1 (i).	The staff member may elect to take either a reduced period of leave at their ordinary rate of pay or the full period of leave, in which case the staff member will be paid their ordinary rate of pay as at the date of taking long service leave or the average ordinary remuneration earned by the staff member in the preceding 5 year period, whichever is the greater.	

Impact of Leave Without Pay

- 32.2 For the purpose of determining a staff member's long service leave entitlement, leave without pay will affect the accrual of long service leave as follows:
- (i) For staff members with less than 10 years service, any period of leave without pay greater than 5 days in any 12 month period will generally not count as service;
 - (ii) For staff members with 10 years or more service, any period of leave without pay of 6 months or less will count as service;
 - (iii) Where an employer other than the University pays to the University an appropriate amount to cover the staff member's accrual of long service leave during the period of leave without pay, the period of leave without pay will count as service.

Impact of Personal Leave

- 32.3 Where a staff member on approved long service leave becomes eligible for personal leave for a period of 5 working days or more, the staff member will have an equivalent period of long service leave recredited, subject to providing satisfactory evidence to support the claim for personal leave.

Impact of Other Leave

- 32.4 All paid leave will count as service for the purpose of calculating a staff member's long service leave entitlement. Long service leave accrued whilst a staff member is on any period of leave on reduced pay will accrue at a proportionate rate calculated in accordance with the fraction that the reduced pay bears to the staff member's ordinary working hours.

Leave Plans

- 32.5 The parties to this Agreement actively support the utilisation of long service leave in accordance with this clause so as to:
- (i) promote the health and welfare of members of staff; and
 - (ii) allow effective management of leave liabilities.
- 32.6 A leave plan is to be developed and agreed upon between a staff member and their supervisor. In developing the plan, a staff member is entitled to take long service leave at the time of his or her choosing, except where there are compelling operational reasons not to grant the leave at the requested time. The leave plan is to achieve the following:
- (i) the maximum accrual held by a staff member at any time will generally be 3 months of long service leave;
 - (ii) flexibility for staff to accrue additional leave up to a maximum of 5 years worth of annual accrual (excluding the 3 months referred to in Clause 32.6 (i)) where the plan commits to an extended absence on long service leave, subject to the following provisions;
 - (iii) staff members who are eligible to take long service leave and already have a 3 month long service leave accrual, will generally utilise their further annual accrual within the year it accrues with the exception of the initial entitlement after 10 years service.
- 32.7 Staff on substantial periods of long service leave will have their positions backfilled unless suitable alternative arrangements are made to address workload.
- 32.8 Should a dispute arise in connection with a long service leave plan, the staff member may seek a review in accordance with Inquiry Officer – Clause 45.

Direction to Take Leave

- 32.9 Where a staff member does not have an agreed leave plan, as per Clause 32.6, and their long service leave accrual is in excess of 6 months, the University may give the staff member written notice to take up to 3 months of long service leave, at a time convenient to the needs of the University, provided that:

- (i) the University will give the staff member at least 6 months written notice of the date from which leave must commence;
- (ii) the staff member will not be required to take long service leave within 12 months of the notified date of retirement of the staff member;
- (iii) the minimum period of leave the University can require a staff member to take will be 6 weeks; and
- (iv) the University will not require the staff member to take a further period of long service leave for a period of 2 years after the end of that period of leave.

32.10 Where a staff member and supervisor develop an agreed leave plan, as per Clause 32.6, within 2 weeks of the staff member's written notice to take leave, a direction under Clause 32.9 to take long service leave will lapse.

32.11 Where a staff member is directed to take long service leave, the University will backfill their position by temporary replacement, unless suitable alternative arrangements are made.

Leave on Half Pay

32.12 A staff member may choose to take long service leave at half pay, which will reduce the accrued long service leave entitlement by half the period of long service leave taken.

Prior Service

32.13 Full-time or part-time continuous service by a staff member with any institute of higher education in Australia, as defined in Schedule 1 of the Higher Education Act (NSW) 2001, will count for determining the staff member's long service leave accrual with the University, allowing for long service leave taken or paid out by the previous institute of higher education.

32.14 A break in service of 2 months or less between the cessation of employment with the previous institute of higher education and the commencement of employment with the University will not interrupt continuity of service, but will not count as service. A break in service of more than 2 months will break continuity of service and will not count as service.

32.15 This provision does not apply to staff whose salaries are paid from external funds which make no provision for long service leave, such as grants from Australian Research Council or National Health and Research Council of Australia.

Long Service Leave Act

32.16 The provisions of the Long Service Leave Act (NSW) 1955, as amended, will apply to those matters not covered by the provisions of this clause.

33.0 PERSONAL LEAVE

Personal Leave Entitlement

33.1 A staff member, other than a casual staff member, is entitled to take up to 25 days paid personal leave in a 12 month period in the event of the following:

- (i) sickness, which is illness, injury or incapacity;
- (ii) caring for a family member / member of the household suffering from an illness, injury or incapacity;
- (iii) compassionate needs;
- (iv) bereavement;
- (v) unforeseen emergency;
- (vi) moving residence;

- (vii) attending significant cultural events of relevance to the staff member; or
- (viii) attending to matters arising from domestic and family violence situations, as per Clause 42; or
- (ix) participating in volunteer activities in University approved community-based non-profit organisations, charitable groups, and groups identified in need of services and assistance for up to 2 days per year.

- 33.2 A staff member, other than a casual staff member, is entitled, as part of personal leave, to accrue 15 days sick leave per year of service less the number of sick leave days taken.
- 33.3 Staff members other than casual staff members, who exhaust their 25 days personal leave entitlement in a 12 month period, may access their accrued sick leave entitlement for any period of sick leave occurring within the same 12 month period.
- 33.4 In exceptional circumstances, where a staff member has exhausted their paid personal leave entitlement and is suffering substantial hardship, they may apply to the Director, People and Workforce Strategy to access their sick leave accrual to care for a family member/member of the household who is seriously ill or injured.
- 33.5 A casual staff member is entitled to not be available to attend work or to leave work for up to 2 days per occasion for personal leave related matters. A casual staff member is not entitled to any payment for the period of non-attendance owing to such an absence.
- 33.6 Personal leave may be taken for periods of 1 hour or greater.

Notice and Evidence Requirements

- 33.7 For the purpose of this clause, "family member" includes:
- (i) a spouse or partner of the staff member, including same sex partner, former partner, de facto partner or a former de facto partner;
 - (ii) a child (including an adopted child, a step child or foster child), parent (including a foster parent and/or legal guardian), grandparent, grandchild or sibling of the staff member or spouse or partner of the staff member; or
 - (iii) any other close relative of the staff member, where "close relative" means a person related by blood, marriage or affinity, with whom the staff member has a significant relationship, or any other person with whom the staff member has a close and significant relationship.
- 33.8 Staff members will, wherever practicable, give their supervisor prior notice of the need to take leave, the reasons for taking leave and the estimated length of absence. In relation to leave taken for the circumstances specified in Clause 33.1 (ii) - (iii), the staff member will also advise of the nature of the relationship involved, and where appropriate, the nature of the care involved.
- 33.9 If it is not possible for a staff member to give prior notice of the absence, the staff member will notify the supervisor of the absence as soon as practicable, stating the details outlined in Clause 33.8.
- 33.10 If any absence under these provisions exceeds three consecutive working days, the staff member applying for the leave will provide satisfactory evidence, such as a medical certificate or a statutory declaration as to the nature of circumstances involved and stating that the staff member is/was unable to attend duty on the days in respect of which the staff member seeks the personal leave.
- 33.11 Wherever possible, staff should provide evidence of the need for accessing personal leave.
- 33.12 Where evidence of inappropriate personal leave usage patterns by a staff member emerges, the University may either:
- (i) require documentary evidence for each future period of leave for a specified period of time, but for no longer than 12 months; or
 - (ii) where justified, refer the matter to the Managing Underperformance – Clause 7 or Misconduct / Serious Misconduct – Clause 8 procedures.

Regular or Extended Periods of Personal Leave

- 33.13 Except in the case of a staff member who is sick, where the staff member anticipates the absences may be regular or for extended periods, the staff member and the supervisor should explore alternative means of balancing operational needs and family and personal responsibilities, including home based work, part-time work or job sharing. In the case of a staff member who is sick, he or she may choose to explore alternative working arrangements with their supervisor.

34.0 COMPASSIONATE LEAVE

Entitlement to Compassionate Leave

- 34.1 Staff members who have exhausted all of their personal leave are entitled to 2 days of Compassionate Leave for each permissible occasion when a member of the staff member's family or a member of the staff member's household:
- (i) contracts or develops a personal illness that poses a serious threat to his or her life; or
 - (ii) sustains a personal injury that poses a serious threat to his or her life; or
 - (iii) dies.
- 34.2 If a staff member, other than a casual staff member, takes a period of Compassionate Leave, it will be at the staff member's base rate of pay for the ordinary hours of work in the period.
- 34.3 For casual staff members, compassionate leave is unpaid leave.

Taking Compassionate Leave

- 34.4 A staff member may take Compassionate Leave:
- (i) to spend time with the member of the staff member's immediate family or household who has contracted or developed the personal illness, or sustained the personal injury, referred to in Clause 34.1 (i) or (ii); or
 - (ii) after the death of the member of the staff member's immediate family or household referred to in Clause 34.1 (iii).
- 34.5 A staff member may take Compassionate Leave for a particular permissible occasion as:
- (i) a single continuous 2 day period; or
 - (ii) 2 separate periods of 1 day each; or
 - (iii) any separate periods to which the staff member and the University agree.
- 34.6 If the permissible occasion is the contraction or development of a personal illness, or the sustaining of a personal injury, the staff member may take the compassionate leave for that occasion at any time while the illness or injury persists.
- 34.7 Staff members will, wherever practicable, give their supervisor prior notice of the intention to take leave, the estimated length of absence, the nature of the relationship involved, and where appropriate, the nature of the illness or injury.
- 34.8 The staff member applying for the leave will provide satisfactory evidence, such as a medical certificate or a statutory declaration, which includes sufficient information to enable the University to be reasonably satisfied that the leave is being taken for a permissible occasion in circumstances specified in Clause 34.1.

35.0 PARENTAL AND SURROGACY LEAVE

- 35.1 Parental leave includes primary carer leave and partner leave and is granted in relation to the birth of a child or the adoption or fostering of a child of which the staff member is, or will be, the parent.
- 35.2 For the purposes of this clause:

- (i) "Expected date of birth" means the date identified by appropriate certification to be the expected birth date;
- (ii) "Partner" means the partner of the primary carer, which includes a spouse or de facto, including a same sex partner;
- (iii) "Primary carer" means a person with a child in their care where they are the person most meeting the child's physical needs.
- (iv) 'Adopting or Fostering a Child' relates to a child not older than 5 years, provided:
 - (a) the child is not the child or step child of the staff member or the staff member's partner; and
 - (b) the child has not previously lived with the staff member for a continuous period of more than 6 months as at the proposed date of placement.
- (v) "Surrogate Mother" means a woman who is pregnant for the purpose of carrying a baby to term for another parent/s, including for adoption.

- 35.3 The University will not refuse employment or dismiss a staff member, or take any other action that disadvantages a staff member, on the grounds of pregnancy, possible pregnancy, being on parental leave, or making a request for parental leave.
- 35.4 A staff member, other than a casual, may take other leave, including annual leave, long service leave or leave without pay in addition to parental leave.
- 35.5 Periods of parental leave will be regarded as service for incremental purposes. Paid parental leave will count for the purpose of annual leave accrual. Where paid parental leave is taken at a pro rata rate, annual leave will accrue proportionally. Parental leave without pay exceeding 5 working days will not count for the accrual of annual leave.
- 35.6 Parental leave without pay will count as service for long service leave purposes only where the staff member has completed 10 years service and provided that such parental leave without pay does not exceed 6 months. Absence on unpaid parental leave does not break continuity of service.
- 35.7 Supervisors and staff members are to make reasonable adjustments to work arrangements, where necessary.
- 35.8 A staff member may apply to the University to change the period of parental leave.
- 35.9 A staff member on parental leave as a primary carer is entitled to a further period of parental leave in relation to the birth, adoption or fostering of a subsequent child occurring during the initial period of parental leave. The conditions contained in this Clause apply to the subsequent period of parental leave but any remaining parental leave from the birth, adoption or fostering of the first child lapses when the new period of parental leave commences.

Eligibility

- 35.10 A staff member, other than a current casual:
- (i) who has had employment with the University for a period of 12 months or more at the date of birth or of adoption / fostering, will be eligible for paid parental leave as defined in this clause; or
 - (ii) who has had less than 12 months employment with the University at the date of birth or adoption / fostering, will be eligible for parental leave without pay for a period of 52 weeks.
- 35.11 A casual staff member who is employed by the University immediately prior to the taking of leave will be eligible for parental leave without pay for a period of up to 52 weeks.

- 35.12 A staff member employed on a fixed-term or contingent contract of employment will cease to have an entitlement to parental leave upon the expiration of the contract.
- 35.13 A staff member who is on leave without pay (other than parental leave without pay) is not eligible for parental leave for the duration of the leave without pay. Eligibility for any paid leave entitlements will be assessed and may be applicable on a pro rata basis, if the staff member's scheduled return from leave without pay is within 26 weeks after the birth or date of adoption / fostering.

PARENTAL LEAVE (PRIMARY CARER)

35.14 Entitlements

- (i) A staff member who gives birth to or adopts or fosters a child and is the primary carer, is entitled to the equivalent of 26 weeks normal pay over a period of up to 52 weeks, to be taken as a block or blocks of any combination of full pay, pro rata pay or leave without pay.
- (ii) Where a staff member has worked varied hours preceding paid parental leave, their parental leave entitlement will be based on the average hours worked in the 12 months immediately prior to commencement of the leave (excluding any period of leave immediately prior to the staff member commencing Parental Leave).
- (iii) Notwithstanding Clause 35.14 (ii), if a staff member temporarily works less than their ordinary hours of work (Full-time or Part-time as applicable) for reasons associated with the pregnancy, paid parental leave entitlements will be based on the staff member's ordinary hours of work.
- (iv) A prospective mother may commence parental leave up to 20 weeks prior to the expected date of birth.
- (v) At least 4 weeks prior to the expiry of the staff member's approved period of parental leave, the staff member may request an extension of unpaid parental leave for a further period of up to 52 weeks immediately following the end of the current parental leave period.
- (vi) Where a pregnancy terminates by miscarriage, still birth or due to a life threatening circumstance:
 - (a) between 16 and 20 weeks of pregnancy, the staff member will be entitled to 2 weeks paid leave; or
 - (b) after 20 weeks of pregnancy have elapsed, or the child dies within 4 weeks of the birth, the staff member will be entitled to 8 weeks paid leave.
- (vii) Where both the primary carer and the partner are staff members, the primary carer paid leave entitlement may be distributed between the two staff members so long as they are the primary carer for the respective periods and at least one of the staff members is eligible.

35.15 Risks to Pregnant or Breastfeeding staff

- (i) Where a staff member is pregnant or breastfeeding and, in the opinion of a registered medical practitioner a risk assessment of the workplace and work related activities is necessary, the supervisor will arrange for the assessment and, by agreement with the staff member, will temporarily adjust the staff member's working conditions, duties, or hours of work in order to avoid exposure to the risk.
- (ii) If adjustment is not feasible or cannot readily be made, the University will consult the staff member on options such as secondment to a role not exposed to the risk (on the existing rate and conditions), working from home, commencing parental leave or commencing personal leave.

35.16 Return to Work

- (i) A staff member is entitled to return to the substantive position occupied before taking leave, unless otherwise agreed. If the staff member began working part-time because of the pregnancy, the relevant position is the position held immediately before the staff member began working part-time. If the staff member was seconded to an alternate job, the relevant position will be the position held immediately prior to the secondment. If that position no longer exists, the staff member will return to an appropriate position for which they are qualified, and which is at the same level and pay as the pre parental leave position.
- (ii) At least 4 weeks prior to the approved return to work, a staff member may request to return on a part-time basis, in which case:
 - (a) part-time work arrangements for a defined period will be approved by the University where reasonable and practicable;
 - (b) the part-time work arrangements will be binding on the staff member concerned for the duration of the approved period, unless agreed otherwise; and
 - (c) the staff member may access accrued long service leave to make up the difference between the part-time hours and the hours of duty in their substantive position.
- (iii) A staff member may return to work within their period of paid leave, subject to approval of their supervisor, and use the equivalent of the remaining paid parental leave hours to increase the service fraction to the rate they were receiving prior to commencing Parental Leave where the return to work is in a part-time capacity or reduced fraction. The staff member must use all paid parental leave within 52 weeks of commencement of the leave.
- (iv) The University will grant mothers who are breastfeeding paid breaks each day as necessary and provide access to comfortable, private facilities for the purpose of breastfeeding or expressing and storing breast milk.

PARENTAL LEAVE FOR PARTNER (Primary Carer) [PLP (PC)]

- 35.17 Where the staff member is the partner of a person not employed by the University who gives birth and the staff member takes over the responsibilities of primary carer or takes over as primary carer in relation to an adopted or fostered child, the staff member will be entitled to up to 26 weeks paid Parental Leave for Partner (Primary Carer) [PLP (PC)] subject to the following:
- (i) The leave must commence in the 26 weeks following birth or placement and may be taken as a block or blocks of any combination of full pay, pro rata pay or leave without pay, provided that it must be taken within the period of 52 weeks after the birth or placement of the child and any unused balance of leave remaining will lapse at the expiry of that 52 week period;
 - (ii) The entitlement to PLP (PC) will be reduced by any parental leave (paid or unpaid) that the staff member's partner receives from any employer whether taken prior to or after the birth or placement of the child;
 - (iii) The entitlement to paid PLP (PC) will be reduced by any period where another person is the primary carer of the same child; and
 - (iv) The period of leave available to a partner who is a primary carer will be determined on production of appropriate evidence of primary carer or partner status.
- 35.18 A staff member who is on PLP (PC) under Clause 35.17 will be entitled to a further period of PLP (PC) under this clause (and subject to the same conditions) if their partner gives birth to another child or the staff member becomes the primary carer of another adopted or fostered child during the staff member's period of leave. However any remaining PLP (PC) from the birth, adoption or fostering of the first child lapses when the new period of PLP (PC) commences.

PARENTAL LEAVE FOR PARTNER (Non-Primary Carer)

- 35.19 A staff member is entitled to partner leave of 3 weeks paid leave to be taken during the period 3 weeks prior to the expected birth or placement of the child, and up to 6 months after the actual birth or placement of the child, and additional unpaid partner leave of up to 49 weeks; or
- 35.20 If a pregnancy terminates by miscarriage, still birth or due to a life threatening circumstance after 20 weeks of pregnancy has elapsed, or the child dies within 4 weeks of the birth, the partner is entitled to 2 weeks paid leave.

KEEPING IN TOUCH WITH THE WORKPLACE DURING PARENTAL LEAVE

- 35.21 Staff members on Parental Leave will be encouraged to keep in touch with their workplace and developments at the University so as to facilitate their return to work following their period of leave. This may include a staff member:
- (i) requesting to remain on email lists and/or to receive information such as copies of newsletters or minutes of meetings;
 - (ii) being invited to attend staff meetings or other workplace events occurring from time to time.

PAID SURROGACY LEAVE

- 35.22 The surrogate mother is entitled to take up to 12 weeks Paid Surrogacy Leave. Casual staff members are not eligible for Paid Surrogacy Leave.
- 35.23 Paid Surrogacy Leave may commence up to 6 weeks prior to the expected birth of the child. The entitlement to Paid Surrogacy Leave ceases 6 weeks after the birth of the child.
- 35.24 The Surrogate mother is expected to give 4 weeks' notice of the start of paid surrogate mother leave, supported by a medical certificate.

36.0 EMERGENCY SERVICES LEAVE

- 36.1 Staff members will be entitled to leave to engage in voluntary emergency management activities in accordance with the Community Service Leave provisions of the Fair Work Act 2009 (see Chapter 2, Part 2-2, Division 8 of the Act).
- 36.2 The University will grant up to the first 2 days of such leave on any occasion as paid leave where the staff member is a member of a recognised emergency management body. The University will extend by a total of 2 days the initial period of paid leave in the event that the emergency is declared a natural disaster by the relevant State Government Authority.
- 36.3 The staff member may apply for and will be granted accrued Annual Leave or Long Service Leave for any period of voluntary emergency management activities in excess of any paid leave granted under Clause 36.2, rather than being required to take unpaid leave as provided for under the National Employment Standards.
- 36.4 A staff member taking leave to engage in voluntary emergency management activities will notify the University as soon as is practicable of the nature of the absence and its estimated duration.
- 36.5 Any period of leave to engage in voluntary emergency management activities will count as service for all purposes.

37.0 JURORS LEAVE

- 37.1 A staff member required to attend for jury service during ordinary working hours will notify the University as soon as practicable of the date when required to attend for jury service. The staff member will give the University proof of attendance, duration of that attendance and of the amount of any payment received in respect of such jury service (other than the amount received in respect of travelling).

- 37.2 A staff member will be paid by the University an amount equal to the difference between the amount received in respect of attendance for jury service and the amount of wages which would have been received in respect of ordinary time usually worked, had the staff member not been on jury service.

38.0 WITNESS LEAVE

- 38.1 A staff member required as a witness on behalf of the University or as a witness in proceedings relating to a University matter will, for the purposes of this Agreement, be regarded as being on duty and will not receive witness fees for the period for which they are required as a witness.
- 38.2 In all other cases, a staff member subpoenaed, summoned, or called as a witness will notify the University of their required absence and will apply for and be granted leave (other than personal leave) for the period of absence.

39.0 LEAVE WITHOUT PAY

- 39.1 The University and a staff member may agree to the taking of leave without pay and to the terms and conditions upon which such leave is given and taken. Applications for such leave must be accompanied by a statement of the circumstances supporting the application. After a period of leave without pay, a staff member will return at the substantive level which they held before taking the leave.

40.0 PUBLIC HOLIDAYS

- 40.1 Staff members, other than casual staff members, who are not required for duty, will be allowed to observe the following days (or substitute holiday declared for the State of NSW) as holidays without loss of pay:

- (i) New Year's Day;
- (ii) Australia Day;
- (iii) Good Friday;
- (iv) Easter Saturday;
- (v) Easter Monday;
- (vi) Anzac Day;
- (vii) Queen's Birthday;
- (viii) Labour Day;
- (ix) Christmas Day;
- (x) Boxing Day; and
- (xi) all other declared Public Holidays for the State.

- 40.2 An Academic Staff member required for duty will be granted equivalent time off during the following month.
- 40.3 A staff member employed as a Teacher who is required to work on a public holiday will, for ordinary hours of duty actually worked, be paid at 2.5 times the ordinary rate of pay. Provided that the additional payment will be in substitution for any shift allowance or penalty applicable and not in addition to it for the hours worked.

41.0 UNIVERSITY HOLIDAYS

- 41.1 The University will identify a minimum of 3 working days in the period between 27 December and 31 December each year as University holidays for those members of staff not required for duty.
- 41.2 The Tuesday immediately following Easter Monday will be a University holiday.

- 41.3 Members of staff required for duty on the above days will be granted equivalent time off during the following month.
- 41.4 One of the days identified at Clause 41.1 is in substitution for Newcastle Show Holiday.

42.0 DOMESTIC AND FAMILY VIOLENCE

Definition

- 42.1 In considering whether a matter falls within domestic and family violence regard should be given to the Crimes (Domestic and Personal Violence) Act 2007 (NSW). However, in broad terms and for the purpose of this Agreement, domestic and family violence refers to acts of violence that occur within a household or between family members including current or former partners in an intimate relationship. It may include physical, sexual, emotional or financial abuse.

Principles

- 42.2 The University recognises that staff members may experience situations of violence or abuse in their personal life that affect their attendance or performance at work. The University is committed to providing support to staff members who experience domestic and family violence.
- 42.3 The University understands its legislative responsibilities regarding adverse action and domestic and family violence. Where the attendance or performance of a staff member suffers as a result of family violence, the supervisor and staff member will discuss ways of mitigating or overcoming any such effects on work performance and work co-operatively to implement appropriate and reasonable measures.
- 42.4 A staff member and their immediate family experiencing domestic and family violence may access the Employee Assistance Program (EAP). The University encourages affected staff members to access this support as a first step. The University will meet all reasonable costs associated with the provision of this assistance.
- 42.5 Where a staff member experiences domestic and family violence, the University will provide access to:
- (i) up to 10 days paid non-cumulative leave annually (in addition to the personal leave provisions – Clause 33) for staff members (excluding casuals) for medical appointments, legal proceedings and other activities related to domestic and family violence;
 - (ii) up to 5 days unpaid non-cumulative leave annually for casual staff members for medical appointments, legal proceedings and other activities related to domestic and family violence;
 - (iii) flexible work arrangements including changes to working times or duties, consistent with the reasonable operational needs of the work unit;
 - (iv) changes of work location, telephone number or email address to avoid harassing contact.
- 42.6 Where a staff member's leave entitlement referred to in Clause 42.5 (i) is exhausted, leave without pay may be granted. Each request for leave without pay will be granted on its own merits. Leave without pay will not unreasonably be refused.
- 42.7 A staff member, who supports an immediate family member / member of the household experiencing domestic and family violence, may take carer's leave (Clause 33 - Personal Leave) to accompany them to court, to hospital or to provide care for children while the person being supported attends these appointments.
- 42.8 For the purposes of granting leave and changes to working arrangements under this clause, the University will need to be satisfied, on reasonable grounds, that domestic and family violence has occurred and may require proof presented in the form of a document issued by the Police, a Court, a medical practitioner, a lawyer or counselling professional.
- 42.9 Personal information concerning domestic and family violence will be treated with confidentiality in line with the University policy and relevant legislation.
- ## **43.0 DEFENCE RESERVES LEAVE**
- 43.1 Continuing and fixed term staff members who serve as Reservists in the Australian Defence Force (ADF) ["Reservist Staff Members"] are entitled to:

- (i) up to 14 calendar days leave each year on full pay to attend Defence service activities; and
- (ii) an additional 14 calendar days on full pay to support Reservist staff members during their first year of Defence service to enable them to complete recruit and initial employment training.

43.2 For all other periods of ADF Reserves service, a staff member may elect to apply for leave without pay, annual leave, long service leave or a combination of the above to cover the required period of Defence Reserve service.

43.3 Periods of leave without pay taken by a staff member for ADF Reserves service will not be counted as service with the University but will not constitute a break in service.

43.4 A part time staff member is entitled to Defence Reserves Leave proportionate to the fraction of full-time hours worked.

43.5 Defence Reserves Leave is based on a calendar year and cannot be carried over.

43.6 The University will continue to make superannuation contributions on behalf of the staff member in respect of any period(s) of leave without pay taken by the Reservist Staff Member for Defence Reserves service totaling more than 10 days in any calendar year, subject to the following conditions:

- (i) the rules of the relevant superannuation fund allowing for the University to make such contributions;
- (ii) this provision will only apply to periods of service which the staff member is specifically required by the Defence Force to undertake and where the staff member provides documentary evidence that the service is required;
- (iii) the continuing availability of the Employer Support Payment Scheme or a similar scheme which may be accessed by the University to reimburse costs incurred by the University arising from the granting of Defence Reserves Leave;
- (iv) the Reservist Staff Member complying with any obligations to make a personal superannuation contribution in respect of the period of leave in accordance with the requirements of the relevant superannuation fund;
- (v) the University will make superannuation contributions on behalf of the staff member for such periods of Reserves service to the extent necessary to make up any shortfall between any superannuation contributions made by the Defence Force in respect of that service and contributions that would have been made by the University had the Reservist Staff Member been carrying out their normal duties during that period;
- (vi) the Reservist Staff Member providing evidence of any shortfall in superannuation contributions made on behalf of the staff member by the ADF for Reserves service.

43.7 As far as practicable, the amount and timing of Defence Reserves Leave will be arranged so as to meet the operational requirements of the University.

43.8 At the time of applying for Defence Reserves Leave, the staff member will provide evidence satisfactory to the University of the requirement to take the leave and the period of leave required.

44.0 STAFF CONSULTATIVE COMMITTEE AND UNION MATTERS

44.1 A Staff Consultative Committee will be established to meet on a regular basis, or as requested, to discuss the implementation of, and consult on matters arising from, this Agreement.

44.2 For discussion and consultation of Academic specific matters under Clause 44.1, meetings of the Staff Consultative Committee will:

- (i) consist of 3 nominees of the NTEU (2 of whom will be Academic Staff of the University) and 3 nominees of the University;
- (ii) have a quorum of 2 NTEU nominees and 2 University nominees;

- (iii) be empowered to co-opt further members or allow additional attendees.

44.3 For discussion and consultation of Teachers specific matters under Clause 44.1, meetings of the Staff Consultative Committee will:

- (i) consist of 3 nominees of the NTEU (2 of whom will be Teaching Staff of the University) and 3 nominees of the University;
- (ii) have a quorum of 2 NTEU nominees and 2 University nominees;
- (iii) be empowered to co-opt further members or allow additional attendees.

44.4 The University recognises the Unions' role in facilitating consultation and communication between staff and management. As such, NTEU nominees of the Staff Consultative Committee who are staff members of the University will be allowed reasonable time during working hours to attend and prepare for meetings in relation to this Agreement. In making such arrangements, staff members will discuss the need to leave their work area with their supervisor before doing so.

44.5 Access to appropriate facilities, including secure work space; electronic facilities and notice boards, will be provided to NTEU nominees to perform responsibilities related to this Agreement. The University may also grant time off for consultative committee members to attend appropriate training.

44.6 To facilitate communication with staff, NTEU nominees of the Staff Consultative Committee may hold meetings of staff on the premises of the University during work breaks or as otherwise agreed by the University. Adequate notice will be given to the University of the intention to hold formal meetings.

44.7 Upon the written request of a staff member, the University will deduct Unions fees from the staff member's salary. There will be no charge to the staff member or their Union for this service. This arrangement may be terminated by the staff member by 2 weeks written notice to the University.

45.0 INQUIRY OFFICER

45.1 A staff member may make an application in writing to the appropriate Deputy-Vice Chancellor to review a decision in relation to:

Academic Staff:

- (i) Performance Review and Development – Clause 6;
- (ii) Intellectual Property Rights – Clause 18;
- (iii) Redeployment – Clause 52.2; or 52.3;
- (iv) Academic Workload – Academic Staff – Clause 56;
- (v) Leave – Clauses 32 – 39, 43 and 58.

Teaching Staff:

- (vi) Performance Review and Development – Clause 6;
- (vii) Intellectual Property Rights – Clause 18;
- (viii) Redeployment – Clause 63.2; or 63.3;
- (ix) Managing Staff Workload - Teachers – Clause 60;
- (x) Leave – Clauses 32 – 39, 43 and 77;
- (xi) Probation - Teachers – Clause 61.

45.2 The University will appoint an Inquiry Officer who:

- (i) is without conflict of interest;

- (ii) has the capacity to undertake the inquiry within the context of the relevant University policies and processes;
- (iii) will apply the principles of procedural fairness.

Prior to appointment of an Inquiry Officer, the University will consult with the relevant Union about the appointment.

45.3 The Inquiry Officer will determine the procedure for conducting a review in a timely manner and will outline the procedure to the staff member. The objective of any review will be to:

- (i) determine whether the relevant procedures were complied with; and
- (ii) whether any procedural difficulty is fundamental; and
- (iii) consider any other facts that may have had a bearing on the decision.

45.4 The Inquiry Officer will examine the application in accordance with the relevant clause of this Agreement and any other relevant policies and procedures of the University.

45.5 The Inquiry Officer may interview the applicant and make any other enquiries to assist in making a decision in relation to the application, including receiving submissions from the staff member seeking the review, and their Representative or any other relevant person.

45.6 The Inquiry Officer will provide a written report to the appropriate Deputy Vice-Chancellor within 10 working days of the completion of the proceedings. In making a report to the appropriate Deputy Vice-Chancellor the Inquiry Officer will make:

- (i) findings in relation to the matters specified at Clause 45.3 and provide reasons; and
- (ii) comments on the process, facts or any mitigating circumstances relevant to the case and may make recommendations.

The staff member will be provided with a copy of the Inquiry Officer's report at the same time as the report is provided to the appropriate Deputy Vice-Chancellor, and the staff member will have a period of 5 working days in which to provide comment on the report to the appropriate Deputy Vice-Chancellor.

45.7 After considering the report(s) and the staff member's response, the appropriate Deputy Vice-Chancellor will determine that:

- (i) the decision is upheld; or
- (ii) the decision is overturned; or
- (iii) the provisions of this Agreement should be reapplied from the point at which it was found that procedural fairness did not occur; and/or
- (iv) some other outcome.

46.0 INDEPENDENT REVIEWER

46.1 An Independent Review may be initiated by a staff member writing to the Director, People and Workforce Strategy to request a review of:

- (i) a recommendation of demotion or termination in relation to Clause 7 - Managing Underperformance;
- (ii) a recommendation of termination in relation to Clause 49 – Probation – Academic Staff;
- (iii) allegations of Misconduct / Serious Misconduct in relation to Clause 8.

46.2 The request for an Independent Review under Clause 46.1 must be made within 5 working days of receiving the written advice of the recommendation from the relevant Pro Vice-Chancellor or equivalent. The request for Independent Review must provide:

- (i) the basis for requesting the review;
 - (ii) any written submissions supporting the request for review;
 - (iii) any documentary evidence that the staff member relies on in respect of (i) and (ii).
- 46.3 Upon receiving the staff member's request for an Independent Review the Director, People and Workforce Strategy will engage an Independent Reviewer who must satisfy the following criteria:
- (i) be without conflict of interest;
 - (ii) have capacity to undertake the Review within the context of the relevant University policies and procedures;
 - (iii) be able to apply the principles of procedural fairness.
- 46.4 The University will provide the Independent Reviewer with its submissions and supporting materials within 10 working days of the request for the review.
- 46.5 For the purposes of the Independent Review, a staff member or the University may nominate a Representative, from whom they may seek advice, assistance or representation.
- 46.6 The Independent Reviewer will consider the submissions and materials provided in accordance with Clause 46.2 and 46.4 and will:
- (i) provide an opportunity for the staff member (and their Representative, if they so choose) to discuss the submissions and/or provide further information;
 - (ii) seek additional information and advice in relation to policy, practice and procedural matters;
 - (iii) interview any person to establish the process, facts and any mitigating circumstances relevant to the recommendation.
- 46.7 The Independent Reviewer report in relation to a request for review under Clause 46.1 (i) or (ii) will include an assessment of whether:
- there is a valid reason for the demotion, if applicable, or termination of employment;
 - the University provided the staff member with procedural fairness; and
 - the original decision of demotion, if applicable, or termination is reasonable in all of the circumstances.
- 46.8 In a report in relation to a request for a review under Clause 46.1 (iii), the Independent Reviewer may comment on the process, facts or any mitigating circumstances relevant to the case and may make recommendations to the Deputy Vice-Chancellor or equivalent.
- 46.9 The Independent Reviewer will provide a copy of their report to the University and the staff member within 10 working days of receiving the University's submission at Clause 46.4.
- 46.10 Throughout this process, all issues will be dealt with in a timely manner.
- 46.11 The University will consider any reasonable request by the staff member or their Representative; or the Independent Reviewer to extend the periods in Clauses 46.2 and 46.9.

Implementation Matters

Managing Underperformance and Misconduct / Serious Misconduct

- 46.12 A pool of agreed Independent Reviewers will be established between the parties as soon as practicable after approval of this Agreement. Should a suitable Independent Reviewer not be available from the pool, the University will consult with the relevant union(s) on selecting an agreed alternative Independent Reviewer, provided that the staff member subject to the matter is represented by the NTEU.

Academic Probation

- 46.13 The University will consult with the NTEU on the selection of the Independent Reviewer prior to commencement of the review, provided that staff member requesting the independent review is represented by the NTEU.

47.0 COMMITTEE OF INQUIRY

- 47.1 A Committee of Inquiry may be initiated by a staff member writing to the Director, People and Workforce Strategy to request a review of a recommendation in relation to:

- (i) Probation – Academic Staff - Clause 49; or
- (ii) Managing Underperformance – Clause 7.

- 47.2 A Committee of Inquiry will also be initiated where required in accordance with the provisions of Misconduct / Serious Misconduct - Clause 8.

- 47.3 The Committee of Inquiry will comprise:

- (i) a staff member employed and chosen by the University;
- (ii) a staff member nominated by the relevant union;
- (iii) an independent Chairperson.

- 47.4 Each appointee must satisfy the following criteria:

- (i) be without conflict of interest;
- (ii) have the capacity to undertake the inquiry within the context of the relevant University policies and procedures;
- (iii) be able to apply the principles of procedural fairness.

- 47.5 The staff member and the University may be assisted before the Committee of Inquiry by a Representative, should they choose.

- 47.6 The Committee of Inquiry will:

- (i) provide an opportunity for the staff member to be interviewed and ensure that they have adequate opportunity to respond to any decision / review / report / allegation / recommendation;
- (ii) take into account such further materials as the Committee believes appropriate to substantiate (or otherwise) any matters in dispute;
- (iii) seek information and advice in relation to policy, practice and procedural matters;
- (iv) interview any person it thinks fit, including the staff member concerned, to establish the process, facts and any mitigating circumstances relevant to the particular review / report / allegation / recommendation;
- (v) conduct all interviews in the presence of the staff member and/or a Representative as specified in Clause 47.5;
- (vi) conduct proceedings as expeditiously as possible;
- (vii) conduct proceedings in camera unless otherwise agreed;
- (viii) ensure that the staff member, or where they choose their Representative, and the University or its representative, have the right to ask questions of interviewees, to make submissions and present and challenge evidence, provided that where the committee so determines the staff member, but not their Representative, may be excluded from the conduct of the proceedings;

- (ix) determine whether an audio recording of the proceedings (but not the Committee's deliberations) will be made. Where an audio recording is made, it will be available to the staff member and their Representative on request.

- 47.7 Hearings of a Committee of Inquiry will be conducted within 4 weeks of applications being made to it unless the University and the staff member agree otherwise.
- 47.8 The Committee of Inquiry will provide a written report to the appropriate Deputy Vice-Chancellor and the staff member within 10 working days of the conclusion of proceedings. In its report the Committee may comment on the process, facts or any mitigating circumstances relevant to the case and may make recommendations to the Deputy Vice-Chancellor.
- 47.9 Having considered the Committee of Inquiry report, any determination of the appropriate Deputy Vice-Chancellor will be final.

Implementation Matters

- 47.10 A pool of agreed Committee of Inquiry independent Chairs will be established between the parties as soon as practicable after approval of this Agreement. Should a suitable independent Chairperson not be available from the pool, the University will consult with the relevant union(s) on selecting an agreed alternative independent Chairperson, provided that the staff member subject to the matter is represented by the NTEU.

48.0 DISPUTE RESOLUTION PROCEDURE

- 48.1 Where a dispute arises, or is considered likely to arise, regarding the interpretation, application or operation of any provision of this Agreement or the National Employment Standards, the procedures contained in this clause will be followed.
- 48.2 A dispute resolution procedure may be initiated by:
 - (i) a staff member;
 - (ii) the relevant Union(s); or
 - (iii) the University.
- 48.3 At any stage in the procedure under this clause, a staff member may nominate a Representative from whom they may seek advice, assistance or representation.
- 48.4 Where a dispute is raised by a staff member, the staff member in the first instance must attempt to resolve the matter informally through discussion with their supervisor, unless it is not practicable to do so.
- 48.5 If informal discussions are unsuccessful or impracticable the staff member must formally notify a dispute in writing to the relevant Director / PVC of the staff member's organisational unit.
- 48.6 Where the Union(s) initiates a dispute, the Union(s) will notify the appropriate representative of the University Human Resource Services unit.
- 48.7 Within 5 working days of the notification in Clauses 48.5 or 48.6, unless otherwise agreed, a formal dispute meeting will be held between:
 - (i) the staff member and the relevant Director / PVC; or
 - (ii) a Representative of the relevant Union(s) and a representative of the University;to discuss the dispute and attempt to reach an agreement.
- 48.8 If the above procedure is followed and the issue continues to remain unresolved, the matter will be referred to the Associate Director, Employee Relations and HR Partnering or equivalent for further discussion and resolution. The parties will make a genuine attempt to promptly resolve the matter within 5 working days. To assist resolution, the parties may agree to nominate other staff member(s) to participate in this discussion.

- 48.9 Where the University initiates a dispute, the University will notify the staff member and/or relevant Union(s) in writing and meet to discuss the matter and any options for resolution.
- 48.10 Should the dispute not be resolved by the procedures referred to above, the matter may be referred to the Fair Work Commission. In circumstances where the Fair Work Commission is unlikely to be able to hear the matter within a reasonable timeframe the parties may then agree to refer the dispute to a person who is a member of the Industrial Relations Commission of New South Wales in accordance with S146B of the New South Wales Industrial Relations Act.
- 48.11 Should the Fair Work Commission or the Industrial Relations Commission of New South Wales proceed with the matter, it will then:
- (i) seek to facilitate a fair and reasonable conclusion to the dispute, as promptly as possible, via mediation and/or conciliation of the matter in dispute. If these options are unsuccessful, the Fair Work Commission or the Industrial Relations Commission may arbitrate the matter. The parties to the dispute may be represented by a person(s) of their choice;
 - (ii) make a recommendation to the parties to the dispute or, if the matter is arbitrated, make a determination. The parties to the dispute will consider any recommendation made. Any determination made will be binding on the parties, subject to a party to the dispute exercising a right of appeal under the Fair Work Act.
- 48.12 This dispute resolution procedure does not apply where the matter is being dealt with in accordance with the Inquiry Officer – Clause 45, Independent Reviewer – Clause 46 or Committee of Inquiry – Clause 47 process.
- 48.13 Until the procedures in this clause have been exhausted, work will continue as directed unless there is a reasonable concern about the health and safety of staff and no industrial action or any other action likely to exacerbate the dispute will be taken by any party to the dispute.

PART C: ACADEMIC STAFF

49.0 PROBATION – ACADEMIC STAFF

- 49.1 Staff members, other than casual staff members, may be engaged subject to a reasonable probationary period that is directly related to the nature of the work to be carried out and the nature of the employment in the following circumstances:
- (i) in their first appointment; or
 - (ii) if a staff member was previously employed in a different role to that of their first continuing appointment.
- 49.2 Staff members may be subject to a probationary period of:
- (i) up to 2 years for continuing positions. This period may be extended for a maximum of 1 year; or
 - (ii) up to 1/3 of the term of a fixed-term contract for fixed-term positions. This period may be extended for a maximum of 6 months.
- 49.3 The performance of probationary staff will be subject to ongoing assessment throughout the probationary period using the PRD process. This assessment will be directly related to their work as defined by the terms of probation, the position description, the University of Newcastle Position Classification Standards and compliance with University Policies and Codes of Conduct.
- 49.4 Probationary staff will be provided with periodic counselling to confirm progress or identify difficulties and develop strategies for resolution, including relevant staff development.

- 49.5 Prior to the end of the probationary period, the Head of School will meet with the staff member as part of a probationary review to discuss the staff member's performance and any significant concerns. The staff member will have an opportunity to respond.
- 49.6 The staff member will be provided with a copy of the probationary review report. The staff member will have 5 working days to respond and/or provide additional information in relation to the probationary review report.
- 49.7 A copy of the probationary review report and the response from the staff member, will be provided to the relevant Pro Vice-Chancellor who will make a recommendation to the Director, People and Workforce Strategy that:
- (i) the appointment be confirmed;
 - (ii) the probationary period be extended for a nominated period; or
 - (iii) the appointment be terminated.
- The Director, People and Workforce Strategy will review the recommendation and seek further details if necessary.
- 49.8 The staff member will be advised in writing by the Director, People and Workforce Strategy of a decision to confirm appointment, or of a recommendation to extend the probationary period, or to terminate the appointment, including reasons for the recommendation.
- 49.9 The staff member may make a request in writing to the Director, People and Workforce Strategy for a review, in accordance with Independent Reviewer – Clause 46; or Committee of Inquiry – Clause 47, of a recommendation that the appointment be terminated. Such a request must be made within 5 days of the written advice being provided by the Director, People and Workforce Strategy.
- 49.10 The appropriate Deputy Vice-Chancellor will consider the Pro Vice-Chancellor's recommendation, any supplementary information provided by the staff member and/or any report arising from a review from the Independent Reviewer or Committee of Inquiry and will inform the staff member of their decision that:
- (i) the appointment be confirmed; or
 - (ii) the probationary period be extended for a nominated period; or
 - (iii) the appointment be terminated with notice or payment in lieu of notice in accordance with Resignation and Termination – Academic Staff - Clause 53.
- 49.11 Prior to making a decision on termination, the appropriate Deputy Vice-Chancellor will offer the staff member and their Representative, if any, an opportunity to meet in person and/or make written submissions as to why the staff member's employment should not be terminated. The staff member may put forward any matters going to mitigation for the Deputy Vice-Chancellor to consider.

Exemption from Procedure

- 49.12 Probationary staff are not subject to the provisions of the University's procedures in respect to Managing Underperformance or Misconduct / Serious Misconduct.
- 49.13 The University must not terminate a staff member's employment under Clauses 49.7 to 49.9 unless the staff member has been informed of, and given an opportunity to:
- (i) address any deficiencies in their performance; or
 - (ii) respond to any adverse material about the staff member on which the University intends to rely.

50.0 PROMOTION – ACADEMIC STAFF

- 50.1 The University acknowledges the critical importance of career progression to the effective and efficient operation of the University and for the recognition of its staff. Promotion should be informed by the Performance Review and Development (PRD) process.
- 50.2 A staff member is entitled to apply for promotion on the basis of merit.
- 50.3 The University will establish a committee that will make a recommendation in relation to each application for determination by the Deputy Vice-Chancellor (Academic). Where the Deputy Vice-Chancellor (Academic) does not agree with the recommendations of the Committee, the Deputy Vice-Chancellor (Academic) will give written reasons for the determination to the affected applicants.
- 50.4 Where an application for promotion is unsuccessful the staff member will be provided with specific feedback in relation to the academic activities requiring further development and ways to address these development needs will be facilitated through PRD.
- 50.5 A staff member will have the right to appeal regarding the procedures which led to a determination by the Deputy Vice Chancellor (Academic) under Clause 50.3.
- 50.6 An appeal will be determined by a Promotions Appeal Committee of the Vice Chancellor comprising:
- (i) Vice-Chancellor (or nominee) as chair;
 - (ii) A member of the Academic Senate;
 - (iii) A member of the academic staff from a pool of staff nominated by staff representatives on the Staff Consultative Committee; and
 - (iv) Two members of academic staff appointed by the Vice-Chancellor.

51.0 STAFF DEVELOPMENT – ACADEMIC STAFF

- 51.1 The University will provide opportunities for staff to participate in development activities which will be within the resources available and subject to the approval of the manager. The University also acknowledges the critical importance of career progression to the effective and efficient operation of the University, and for the recognition of its staff. Decisions on participation in development opportunities will be informed by Performance Review and Development – Clause 6.

Transitional Doctoral Program

- 51.2 Over the life of the Agreement, the University will select up to 10 academic staff members each year for the Transitional Doctoral Program.
- 51.3 The program will be of 3 years duration.
- 51.4 Eligibility to apply will be restricted to continuing academic staff members who are seeking to complete the requirements of a PhD award.
- 51.5 Program participants will be provided with mentor support and 20% workload relief to achieve a balance between the demands of their appointment and progress towards successful completion of their candidature. In doing so, a balance should be provided between research expectations and a teaching load to achieve the strategic directions of the University.

Special Studies Program (SSP)

- 51.6 The University will offer eligible academic staff the opportunity to undertake a program of study consistent with their role and responsibilities at the University in accordance with the Special Studies Program Policy and Procedure. Generally, a Special Studies Program (SSP) will be for a minimum of 2 months and for a maximum of 6 months.
- 51.7 As part of the annual planning cycle, a School / Faculty should support the equitable participation of eligible staff in SSP.

51.8 Eligibility for SSP will accrue for full-time staff, at the rate of six months for three years of academic service in accordance with the Special Studies Program Policy and Procedure.

52.0 VOLUNTARY SEPARATION, REDEPLOYMENT AND RETRENCHMENT - ACADEMIC STAFF

52.1 Voluntary Separation

52.1.1 The University will ensure:

- (i) fair and objective criteria are used to identify positions that are no longer required and staff members who are excess; and
- (ii) fair process is observed.

52.1.2 Where a position is no longer required the incumbent may be declared a detached staff member. The staff member will be notified in writing and be provided with the criteria and process used to identify excess positions.

52.1.3 The staff member will have a period of 4 weeks from the date of the notice in Clause 52.1.2 within which to elect to do one of the following:

- (i) accept a voluntary separation package, to be taken up within a period of 2 weeks, comprising:
 - (a) 26 weeks salary; plus
 - (b) 2 weeks' salary for each completed year of service at the University to a maximum of 52 weeks; and
 - (c) a 20% loading on the above combined total; and
 - (d) statutory entitlements; or,
- (ii) seek redeployment within the University and remain as a detached staff member for a period of up to 52 weeks. The date of commencement of the 52 week period is the date of notification of becoming a detached staff member. The staff member will be provided with support as described in Clause 52.2. The staff member will not be eligible for the career development support described in Clause 52.3; or
- (iii) seek employment outside the University and remain as a detached staff member for a period of up to 16 weeks. The date of commencement of the 16 week period is the date of notification of becoming a detached staff member. The staff member will be provided with support, including an externally sourced career development program described in Clause 52.3.

52.1.4 If the staff member has not taken one of the options outlined in Clause 52.1.3 above they will be deemed to have chosen the option in Clause 52.1.3 (ii).

52.2 Redeployment within the University [Option in Clause 52.1.3(ii)]

52.2.1 A staff member who has elected the option in Clause 52.1.3 (ii) will have preference of appointment to suitable alternative positions within the University where vacancies exist or are expected to exist in a reasonable period of time. Preference will include employment and/or training and development for positions at their classification level and within the ambit of their skills and experience.

52.2.2 The salary of a detached staff member will be maintained during the period of redeployment.

52.2.3 Wherever possible, the University will endeavour to redeploy staff into a position equal to the staff member's substantive position at the time they were declared detached. Where a staff member accepts redeployment to a lower level position prior to the conclusion of the redeployment period in Clause 52.1.3 (ii), they will receive salary maintenance for a period of 52 weeks from the date of detachment.

- 52.2.4 The University will allocate suitable work to the detached staff member during the displacement period. Wherever possible, a detached staff member will continue to work at the same work value level during the period of displacement / redeployment.
- 52.2.5 Staff members who elect to be redeployed in accordance with Clause 52.1.3 (ii) may at a later date elect to separate at any time during the 52 week period mentioned in Clause 52.1.3 (ii) above. Such staff members will receive a separation payment comprising:
- (i) 26 weeks salary; plus
 - (ii) 2 weeks' salary for each completed year of service at the University to a maximum of 52 weeks; and
 - (iii) statutory entitlements.
- 52.2.6 During the redeployment period, the staff member will be provided with training and development where additional skills are required, subject to approval by the Director, People and Workforce Strategy, and:
- (i) may take reasonable time to attend job interviews and undertake job search; and/or
 - (ii) may have reasonable time to attend and be provided with financial and personal counselling; and/or
 - (iii) be provided with assistance, wherever practical, by Human Resource Services.
- 52.2.7 Where a staff member has chosen to exercise the right of preference of employment in Clause 52.2.1 and applies for a position, a Selection Committee will determine the suitability of the applicant for redeployment to the position on the basis of the selection criteria. The Committee will recommend one of the following options:
- (i) that the position be offered to the staff member (or the preferred applicant where more than 1 detached staff member applies). The Committee may decide the applicant should be given 3 months appropriate training to adapt skills to the position;
 - (ii) redeployment for a trial period of 3 months, with training where the applicant lacks relevant and related experience in a similar work field. The line manager will review the redeployment at the end of 3 months and either confirm the appointment (with further training if deemed necessary) or, if either the manager or the staff member considers the trial is unsuccessful, discuss further options for redeployment with the staff member; and/or
 - (iii) that any or all of the applicants are not suitable for redeployment to the available position.
- 52.2.8 In relation to Clause 52.2.7 (iii), staff not successful in being redeployed to an available position will have access to the Inquiry Officer procedure - Clause 45.

**52.3 Seek Employment Outside the University and Career Development Support
[Option in Clause 52.1.3 (iii)]**

- 52.3.1 A staff member who has elected the option in Clause 52.1.3 (iii) will still have preference of appointment to suitable alternative positions within the University where vacancies exist or are expected to exist in a reasonable period of time. Preference will include employment and/or training and development for positions at their classification level and within the ambit of their skills and experience.
- 52.3.2 The salary of a detached staff member will be maintained during the period of detachment.
- 52.3.3 Wherever possible, the University will endeavour to redeploy staff into a position equal to the staff member's substantive position at the time they were declared detached. Where a staff member accepts redeployment to a lower level position prior to the conclusion of the redeployment period in Clause 52.1.3 (iii), they will receive salary maintenance for a period of 52 weeks from the date of detachment.

52.3.4 The University will allocate suitable temporary work to the detached staff member. Wherever possible, the staff member will continue to work at the same work value / classification level during the period of detachment.

52.3.5 If a staff member elects to seek employment outside the University in accordance with Clause 52.1.3 (iii), they may, at a later date elect to be made redundant at any time during the 16 week period mentioned in Clause 52.1.3 (iii) above. Such staff members will receive a separation payment comprising:

- (i) 26 weeks salary; plus
- (ii) 2 weeks' salary for each completed year of service at the University to a maximum of 52 weeks; and
- (iii) statutory entitlements.

For the avoidance of doubt, this entitlement is not affected by employment external to the University.

52.3.6 Where a staff member has chosen to exercise the right of preference of employment for a particular position in reference to Clause 52.3.1, a Selection Committee will determine the suitability of any applicant for redeployment to the position on the basis of fair and objective criteria. The Committee will recommend one of the following options:

- (i) that the position be offered to the staff member (or the preferred applicant, where more than one detached staff member applies). The Committee may decide the applicant should be given 3 months appropriate training to acquire skills for the position;
- (ii) redeployment for a trial period of 3 months, with training where the applicant lacks relevant and related experience in a similar work field. The manager will review the redeployment at the end of 3 months and either confirm the appointment (with further training if deemed necessary) or, if either the manager or the staff member considers the trial is unsuccessful, discuss further options for redeployment with the staff member; and/or
- (iii) that any or all of the applicants are not suitable for redeployment to the available position.

52.3.7 In relation to Clause 52.3.6 (iii), staff not successful in being redeployed to an available position will have access to the Inquiry Officer procedure - Clause 45.

52.3.8 During the detachment period, the staff member:

- (i) may, subject to approval by the Director, People and Workforce Strategy, take reasonable time to attend job interviews and undertake job search; and
- (ii) will be offered an externally sourced career development program to support the detached staff member to obtain employment either with the University or another employer. The career development program will include:
 - (a) career planning;
 - (b) job search plan / skills, including resume development and interview skills;
 - (c) job search assistance;
 - (d) personal counselling;
 - (e) financial planning.

52.3.9 The career development program will be developed within the following guidelines:

- (i) all elements of the program will realistically contribute to improved likelihood of the individual achieving their career objective;

- (ii) all costs associated with the program will be incurred within 52 weeks of the staff member becoming detached (i.e. any development activities will only be supported for 52 weeks but this may include costs after the staff member has left the University's employment);
- (iii) the total cost of the career development program supported by the University will be the equivalent of up to 36 weeks' base salary of the staff member;
- (iv) where the staff member is successfully redeployed into another position, the career development program will cease;
- (v) the career development program and the associated costs will be approved by the Director, People and Workforce Strategy prior to implementation.

52.4 Retrenchment

52.4.1 If separation or successful redeployment has not occurred within the redeployment period, the staff member will receive notice, or payment in lieu of notice, together with a severance payment as follows:

(i) Notice

Continuous Period of Service	Period of Notice
Not more than 1 year	At least 1 week
More than 1 year but not more than 3 years	At least 2 weeks
More than 3 years but not more than 5 years	At least 3 weeks
More than 5 years	At least 4 weeks

(ii) Severance

Continuous Period of Service	Severance
Up to the completion of 2 years	4 weeks pay
At least 2 years but less than 3 years	6 weeks pay
At least 3 years but less than 4 years	7 weeks pay
At least 4 years but less than 5 years	8 weeks pay
At least 5 years but less than 6 years	10 weeks pay
At least 6 years but less than 7 years	11 weeks pay
At least 7 years but less than 8 years	13 weeks pay
At least 8 years but less than 9 years	14 weeks pay
At least 9 years but less than 10 years	16 weeks pay
At least 10 years	12 weeks

provided that:

- (a) the period of notice will be increased by 1 week if the staff member is over 45 years old and has completed at least 2 years of continuous service with the University; and

- (b) a greater period of notice, or payment instead of notice, will be given if specified in the staff member's contract of employment.

52.4.2 Where reasonable offers of redeployment, and training and development are refused by a detached staff member, the Director, People and Workforce Strategy will review each case with a view to recommending:

- (i) a further offer of redeployment and/or training and development; or
(ii) the immediate provision of a separation package as outlined in Clause 52.4.1.

52.5 Payments made under this clause will be calculated at the staff member's substantive salary level at the date of separation.

53.0 RESIGNATION AND TERMINATION – ACADEMIC STAFF

Resignation

53.1 A staff member, other than a casual staff member, may resign from the University by giving such notice as may be specified in the staff member's contract of employment or, where not specified:

- (i) for staff members classified at Level A or Level B - the appropriate period of written notice as provided in the table below; or

Staff member's period of continuous service with the University	Period of Notice
Not more than 1 year	At least 1 week
More than 1 year but not more than 3 years	At least 2 weeks
More than 3 years but not more than 5 years	At least 3 weeks
More than 5 years	At least 4 weeks

- (ii) for staff members classified at Level C, Level D or Level E – the appropriate period of written notice is at least 4 weeks; or
(iii) such notice as is sufficient for the staff member to complete their existing teaching commitments;

whichever is the greater.

53.2 The University will not unreasonably refuse a request by a staff member to reduce the period of notice.

53.3 A casual staff member engaged for 12 weeks or more who intends to resign from their employment with the University is required to give 2 weeks notice of resignation unless a lesser period is agreed with the University.

Termination

53.4 Termination of employment by the University will occur as provided in this Agreement. The following clauses set out the procedures that may lead to termination of employment:

- (i) Probation – Academic Staff - Clause 49;
(ii) Managing Underperformance - Clause 7;
(iii) Misconduct / Serious Misconduct - Clause 8;
(iv) Research Code Breach – Clause 9;

- (v) Disciplinary Action - Clause 10;
- (vi) Voluntary Separation, Redeployment and Retrenchment – Academic Staff - Clause 52;
- (vii) Abandonment of Employment – Clause 17; and
- (viii) Incapacity – Academic Staff - Clause 54.

53.5 Where the University terminates the employment of a staff member (other than a casual or where the staff member's employment is terminated on the grounds of serious misconduct), the staff member will be given notice and/or payment in lieu of notice as provided in the table below, except where greater notice and/or payment in lieu has been specified in the staff member's contract of employment or other clauses in this Agreement. The University will provide written advice of the notice period and/or payment in lieu.

Staff member's period of continuous service with the University	Period of Notice
Not more than 1 year	At least 1 week
More than 1 year but not more than 3 years	At least 2 weeks
More than 3 years but not more than 5 years	At least 3 weeks
More than 5 years	At least 4 weeks

- 53.6 If the staff member is over 45 years old at the time of the notice and has completed at least 2 years of continuous service with the University, the staff member will receive an additional 1 week's notice or payment in lieu.
- 53.7 The notice periods at Clauses 53.5 and 53.6 do not apply to a staff member who is terminated on the grounds of serious misconduct, where termination will be without notice and/or payment in lieu.
- 53.8 The employment of a casual staff member may be terminated by the University by the giving of 1 hour's notice or the minimum period of engagement (whichever is the greater), or payment in lieu of notice.
- 53.9 A casual staff member employed engaged for 12 weeks or more, will be given 2 weeks notice, or payment in lieu of such notice, should the University wish to terminate the employment.

54.0 INCAPACITY – ACADEMIC STAFF

- 54.1 Where a staff member's capacity to perform their duties is in doubt due to ill health, the University will consider mechanisms such as reasonable adjustment and appropriate use of leave options to support the staff member's return to full duties within a reasonable timeframe. Consideration will be given as to whether the duties may be permanently modified. This process will be undertaken in consultation with the staff member.
- 54.2 Where issues of incapacity cannot reasonably be resolved under Clause 54.1, the University may require the staff member to undergo a medical examination by a medical practitioner chosen by the University at the expense of the University.
- 54.3 The University will provide the staff member with written notice of the medical appointment at least 1 month prior to the date of the appointment. The staff member and the University may agree to a different notice period.
- 54.4 Where, prior to the expiry of the period of notice, the staff member applies to the staff member's superannuation fund for ill-health retirement or temporary disability benefit under the rules of the superannuation fund, the requirement for a medical examination under Clause 54.2 will lapse and, subject to Clause 54.5, no further action will, be taken under this clause.
- 54.5 Where the superannuation fund decides that the staff member is capable of resuming work and the Vice-Chancellor elects to dispute this decision, the Vice-Chancellor may direct the staff member to

attend a medical examination in accordance with Clause 54.2 and then proceed in accordance with the remainder of this clause.

- 54.6 A copy of the medical report made by the medical practitioner required under Clause 54.2 will be made available by the University to the staff member concerned on receipt, or to the staff member's doctor if medical advice is given to that effect.
- 54.7 If the medical report states that the staff member is or will be able to perform the inherent requirements of their substantive position within 6 months of the date of the report (Clause 54.6), action in relation to this clause will cease, subject to the staff member resuming their duties on or before the expiration of that period. The University will consider the medical report and any advice from the staff member's treating doctor in constructing an appropriate return to work plan. If the staff member does not resume duties within the 6 month period, the Vice-Chancellor will consider any further medical report(s) and may:
- (i) notify the staff member of the decision to terminate their employment by reason of ill health; or
 - (ii) extend the period for a further period of no more than 3 months. Should the staff member not resume duty in that period, the Vice-Chancellor may notify the staff member of the decision to terminate their employment by reason of ill-health.
- 54.8 If the medical report states that the staff member is unable to perform the inherent requirements of their substantive position and is unlikely to be able to resume those duties within 6 months of the date of the report referred to in Clause 54.6, the staff member may, within 10 working days of receipt of the medical report, request a review of the medical report.
- 54.9 The review of the medical report will be conducted by an independent medical practitioner with the relevant area of expertise, chosen by the staff member from a list of medical practitioners supplied by the University sourced from the website of the appropriate Australian Royal College.
- 54.10 If the review under Clause 54.9 indicates that the staff member is able to resume duty within 6 months from the date of the initial report referred to in Clause 54.6, action will be taken in accordance with Clause 54.7.
- 54.11 If a review of the medical report is not requested by the staff member or if the review confirms the findings concerning incapacity to resume duty, the Vice-Chancellor may notify the staff member, of the decision to terminate their employment by reason of incapacity. The notice of termination due to incapacity, or pay instead of notice, will be 6 months.
- 54.12 In making an assessment as to whether a staff member is unable to perform his or her duties and is unlikely to be able to resume them within a reasonable period, the medical practitioner or panel of medical practitioners appointed pursuant to this clause will, as far as practicable, apply the standards used by the staff member's superannuation scheme, if any, in determining qualification for the payment of a disablement pension or other similar benefit.
- 54.13 The provisions of this clause do not override New South Wales Workers Compensation legislation.
- 54.14 If any action in accordance with Clause 54.7 would result in the staff member being unable to access permanent disability benefits through their superannuation scheme under circumstances where the superannuation scheme had determined that the staff member would be fit to return to employment within 12 months, the period of employment from the commencement of action under this clause to action taken under Clause 54.7 will be extended to 12 months.

55.0 CATEGORIES OF EMPLOYMENT – ACADEMIC STAFF

- 55.1 Academic staff will be employed in the following categories:
- (i) **'Continuing employment'** means all employment that is not contingent, fixed-term, or casual employment, and for which there is no set date for the employment to cease.
 - (ii) **'Contingent employment'** means employment provided from identifiable funding external to the University (not being the operating grant) for the life of a specific task or project or for the duration of the funding. Such employment has no fixed end date and the contract is not terminable by the University, other than during a probationary period, or for unsatisfactory

performance, or for serious misconduct, or for serious research code breach (in which case the procedures and notice in Probation – Academic Staff - Clause 49, Managing Underperformance - Clause 7, Misconduct / Serious Misconduct – Clause 8, Research Code Breach – Clause 9 apply), or by the occurrence of the contingency.

- (iii) **‘Fixed-term employment’** means employment for a specified term, for which the instrument of engagement will specify the starting and finishing dates and for which during the term of employment the contract is not terminable by the University, other than during a probationary period, or for unsatisfactory performance, or for serious misconduct, or for serious research code breach (in which case the procedures and notice in Probation – Academic Staff - Clause 49, Managing Underperformance - Clause 7, Misconduct / Serious Misconduct – Clause 8, Research Code Breach – Clause 9 apply); or where the work is no longer required to be undertaken, in which case the fixed term staff member is entitled to payment equivalent to either 6 months salary or the balance of the contract, whichever is the lesser.
- (iv) **‘Casual employment’** means employment by the hour and paid on an hourly basis that includes a loading of 25% in lieu of benefits in this Agreement that are not provided to casual staff, including all forms of paid leave (other than long service leave under Clause 32), annual leave loading and paid public holidays. Casual employment may be on an hourly or sessional basis.

Information for Staff Appointment

- 55.2 At the time of appointment the University will provide the staff member with an instrument of appointment that stipulates:
- (i) the type of employment, the duties, the primary place of employment, the reporting relationships, the superannuation scheme and the University’s contribution level;
 - (ii) the classification level and salary of the staff member on commencement of the employment, and the hours or the fraction of full-time hours to be worked;
 - (iii) for contingent employment, specify the contingency;
 - (iv) for a fixed-term staff member, the category of fixed-term employment, the period of the employment with a starting and finishing date;
 - (v) for a casual staff member, the duties required, the number of hours required, the rate of pay for each class of duty required and a statement that any additional duties required during the term will be paid for;
 - (vi) for a staff member on probation, the length and terms of the probation; and
 - (vii) other main conditions of employment, including any right to apply for conversion.
- 55.3 All staff members will be entitled to a written statement of service stating the period of employment and the duties performed.

Additional Employment

- 55.4 Nothing in this Agreement prevents a staff member from engaging in additional work with the University as a casual staff member for work identifiably separate from the staff member’s normal duties.
- 55.5 Additional employment must not adversely affect the discharge of the staff member’s primary duties and responsibilities.

Full-time and Part-time Employment

- 55.6 Continuing, fixed-term and contingent employment may be on a full-time or a part-time basis. Part-time entitlements are paid on a pro rata basis calculated according to the fraction of full-time hours worked.

Categories of Fixed-term Employment

55.7 The use of “fixed-term employment” will be limited to the employment of a staff member engaged on work activity that comes within the description of one or more of the following circumstances:

(i) **Specific task or project**

“Specific task or project” will mean a definable work activity which has a starting time and which is expected to be completed within an anticipated timeframe. Without limiting the generality of that circumstance, it will also include a period of employment provided for from identifiable funding external to the University, not being funding that is part of an operating grant from government or funding comprised of payments of fees made by or on behalf of students.

(ii) **Research**

“Research” means work activity by a person engaged on research-only functions that may include occasional contributions to teaching within the field of the staff member’s expertise for a period not exceeding five years.

(iii) **Replacement Staff member**

“Replacement Staff member” means a staff member:

- (a) undertaking work activity replacing a continuing staff member for a definable period for which the latter is either on authorised leave of absence or is temporarily seconded away from his/her usual work area; or
- (b) performing the duties of:
 - (I) a vacant position which the University has made a definite decision to fill and has commenced recruitment action; or
 - (II) a position, the normal occupant of which is performing higher duties pending the outcome of recruitment action initiated by the University and in progress for that vacant higher duties position

until a continuing staff member is engaged for the vacant position or vacant higher duties position as applicable.

(iv) **Recent professional practice required**

Where a curriculum in professional or vocational education requires that work be undertaken by a person who has recent practical or commercial experience, such a person may be engaged on a fixed-term contract. For the purpose of this clause, practical or commercial practice will be considered as “recent” only when it has occurred in the previous two years.

(v) **Pre-retirement contract**

A fixed term contract may be offered to a staff member for a period of up to 5 years immediately preceding retirement.

(vi) **Post-retirement contract**

A fixed term contract may be offered to a staff member who is retiring, or has retired, for a period of up to 5 years.

(vii) **Early Career Researcher (ECR)**

The University will establish and advertise up to 10 Early Career Researcher (ECR) positions during the life of the Agreement. These positions, which may include Research Associates, Research Fellows, Post-Doctoral Fellows and Research Assistants, are designed to attract talented early career academics from the University’s own cohort of postgraduate students and sessional / casual academic staff members.

ECR’s will be Level A or B and will be teaching and research or research only appointments for 2 years duration.

Eligibility to apply for ECR positions would be restricted to applicants who have:

- a) Been awarded a PHD (or Professional Doctorate) over the last five years; or
- b) Been active candidates in their final year and have made satisfactory progress towards completion of their PHD (or Professional Doctorate) during the preceding 2 years and performed casual teaching work for the University over the last 5 years.

Appointment to an ECR will be on merit and through a competitive selection process.

A further fixed-term contract of a maximum of 2 years may be offered subsequent to the initial contract.

(viii) Fixed-term contract employment subsidiary to studentship

Employment under a fixed-term contract may be offered to a student where the work is within the academic unit and related to a degree or award that the student is undertaking, provided that:

- (a) such fixed-term contract employment will be for a period that does not extend beyond, or that expires at the end of, the academic year in which the person ceases to be a student, including any period that the person is not enrolled as a student but is still completing postgraduate work or is awaiting results; and
- (b) an offer of fixed-term employment under Clause 55.7 (viii) will not be made on the condition that the person offered the employment undertake the studentship.

(ix) New organisational area

A fixed-term contract may be offered in the case of employment in a new organisational area about which there is genuine uncertainty as to whether it will continue, for up to three years from the establishment of any such area. A further fixed-term contract of a maximum of 2 years may be offered subsequent to the initial contract.

This includes an academic function organised either in a new geographic location distant from existing campuses, where that function is offered or organised distinctly from existing schools or centres and not created from the merger or division of or movement of work from an existing unit(s).

(x) Disestablished organisational area

Where an organisational work area has been the subject of a decision by the University to discontinue that work, fixed-term contract employment may be offered to work in that area for a period of up to 3 years.

(xi) Unanticipated increase or decrease in student numbers

Where an unanticipated increase or decrease in student numbers that impacts the required work of a school / unit, fixed-term employment may be offered for a minimum period of 6 months up to a maximum period of 3 years.

- 55.8 Notwithstanding Clause 55.7, where the University believes that there is a need to use fixed-term employment in circumstances which would not conform strictly to the categories set out in Clause 55.7, the University will first consult with the relevant Union(s). In order to facilitate the consultation, the University will provide the Union(s) with the relevant information, including information about the funding sources, the proposed position, the need for the position and the period for which it is proposed that the position would be required. If agreement cannot be reached, the parties will consult further to attempt to develop mutually agreeable strategies to meet the identified need. The Union(s) will not unreasonably withhold agreement.

Notice at Expiry of Contingent and Fixed Term Employment

- 55.9 The University will provide:

- (i) to a contingent staff member a written notice invoking the contingency and the University's intention to discontinue the position.
- (ii) to a fixed-term staff member a written notice of the expiry of the contract and the University's intention to:
 - (a) continue the position with the same or substantially similar duties on a fixed-term basis;
 - (b) continue the position with the same or substantially similar duties on a continuing basis; or
 - (c) discontinue the position.

55.10 The notice under Clause 55.9 will be the greater of:

- (i) any entitlement to notice prescribed in the staff member's contract of employment; or
- (ii) 6 weeks notice.

55.11 In addition to this notice, a staff member over the age of 45 years at the time of the giving of notice and with not less than 2 years continuous service will be entitled to an additional week's notice.

55.12 The University may make payment in lieu of the whole or part of the notice period.

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

- (i) advises those circumstances to the staff member in writing at the latest time at which the notice would otherwise be required to be given; and
- (ii) gives notice to the staff member at the earliest practicable date thereafter.

Offer of Further Employment

55.14 Other than in exceptional circumstances, at the time of giving the notice required by Clause 55.9 (ii), where that decision is to continue the position with the same or substantially similar duties, the incumbent will be offered further employment in the position provided that:

- (i) the incumbent was employed in that position or a substantially similar position through a competitive and open selection process;
- (ii) the incumbent has performed satisfactorily in that position;
- (iii) where the staff member refuses any reasonable offer of further employment there will be no entitlement to severance pay.

Right to Apply For Conversion to Continuing Employment

55.15 Where, further employment is offered under Clause 55.14 and the staff member was employed in the same or substantially similar position through a competitive and open selection process and has performed at a satisfactory level, the staff member may apply for conversion to continuing employment on the same salary and classification.

55.16 Staff who have been employed on a contingent or fixed-term contract for 12 months or more may apply for conversion to continuing employment on the same salary and classification where the staff member was employed in the relevant position through a competitive and open selection process and has performed at a satisfactory level.

55.17 The University may refuse conversion on reasonable grounds.

55.18 The University will determine an application for conversion either by offering conversion to continuing employment or by rejecting the application, and will provide a written response, including reasons, to the staff member within 8 weeks of the application.

55.19 A staff member must not be engaged and re-engaged nor have their hours reduced in order to avoid any obligation under this clause.

Severance Pay

55.20 Where the staff member seeks to continue the employment, severance pay is payable on the following basis:

- (i) On termination of a fixed-term contract of employment where:
 - (a) the staff member is employed on a second or subsequent fixed term contract and the same or substantially similar duties are no longer required by the University; or
 - (b) the staff member is employed on a fixed term contract and the duties performed continue to be required but another person has been appointed, or is to be appointed, to carry out the same or substantially similar duties.
- (ii) On termination of a contingent contract of employment.

55.21 Subject to Clause 55.20, the following severance arrangements apply.

Length of continuous service	Severance Pay
Less than 1 year	Nil
At least 1 year but less than 2 years	4 weeks
At least 2 years but less than 3 years	6 weeks
At least 3 years but less than 4 years	7 weeks
At least 4 years but less than 5 years	8 weeks
At least 5 years but less than 6 years	10 weeks
At least 6 years but less than 7 years	11 weeks
At least 7 years but less than 8 years	13 weeks
At least 8 years but less than 9 years	14 weeks
At least 9 years but less than 10 years	16 weeks
At least 10 years	12 weeks

55.22 Where a staff member has been employed on a contingent employment contract for a period in excess of 10 years, a severance payment based on 2 weeks for every year of continuous service will apply instead of the severance payment set out in Clause 55.21, up to a maximum of 52 weeks.

Deferral of Severance Payment

55.23 Where the University advises a staff member in writing that further employment may be offered within 6 weeks of the expiry of a period of contingent or fixed-term employment, the University may defer payment of severance benefits for a maximum period of 6 weeks from the expiry of the period of fixed term employment. Where an offer of employment, which is substantially similar, is made within this period, no severance payment will be made.

Breaks in Service

55.24 For the purpose of this Agreement and for the purpose of determining which provisions under this Agreement apply to contingent and fixed-term staff members:

- (i) Breaks between contingent or fixed-term appointments of up to 2 times per year and of up to 6 weeks will not constitute a break in continuous service.
- (ii) A break between contingent or fixed-term contracts, where the second or subsequent contingent or fixed-term contract is for the same position, will not constitute a break in service if that break covers the summer period between main semesters.
- (iii) The lengths of and breaks between contingent or fixed-term contracts will not be structured to avoid obligations with regard to severance payments or superannuation contributions.

55.25 Periods of approved unpaid leave will not count for service, but will not constitute breaks in service for the purposes of this clause.

EDUCATION FOCUSED ACADEMICS

55.26 Education Focused Academic (EFA) means an Academic Staff Member who is principally focused on teaching delivery and teaching-related duties but has a minimum workload allocation of 20% research.

55.27 During the life of this Agreement the University will advertise a minimum of 10 Education Focused Academic positions. These positions will be established with the objective of replacing casual teaching work and Education Focused Academics will predominantly perform teaching work that was previously undertaken by casual staff. Where a staff member's position is made redundant, Education Focused Academics will not perform their teaching work in the 12 months immediately following the redundancy (year 1) and will not perform more than 50% of their teaching work in the 12 months thereafter (year 2).

55.28 Appointments to Education Focused Academic positions will be subject to a competitive, merit-based selection process with the positions being advertised in the first instance to existing casual and fixed term staff of the University. Applicants must hold a PhD.

55.29 Education Focused Academics will be:

- (i) appointed at a minimum of Level A, Step 6;
- (ii) subject to a probationary period in accordance with Clause 49;
- (iii) eligible for incremental progression;
- (iv) eligible for promotion in accordance with Clause 50; and
- (v) have a workload allocation of a minimum of 20% for scholarship and research.

55.30 Education Focused Academics will receive regular feedback, training, career planning and mentoring through the normal University processes including Performance Review and Development.

55.31 During the life of the Agreement, the parties will explore through the Staff Consultative Committee the possibility of expanding the role, function and numbers of education focused positions. The parties will also review where these positions are utilised within the University and their mode of employment.

INDUSTRY AND CLINICAL EDUCATORS

55.32 The University will introduce Industry and Clinical Educator (ICE) positions. These positions will be established with the objective of providing greater flexibility and security for these staff to balance their external industry or clinical employment and the delivery of contemporary industry or clinical education in University undergraduate programs.

55.33 Industry and Clinical Educators are an Academic Staff Member who is principally focused on the delivery of industry or clinical education and related teaching. Industry and Clinical Educators are distinct positions and do not replace regular academic staff positions.

55.34 Industry and Clinical Educators:

- (i) will be appointed at Level A or Level B with a minimum of Level A Step 2;

- (ii) will be appointed as either casual or fixed term staff members:
 - (a) fixed term ICE appointments may be for periods of 1 to 5 years and normally be a fractional appointment to allow continued external industry or clinical employment;
- (iii) are excluded from the research and service components of work allocation under Academic Workload – Academic Staff - Clause 56, but may have an individual allocation for research and/or service where agreed with the Head of School;
- (iv) are not required to hold a PhD;
- (v) must be able to demonstrate and maintain suitable qualifications and currency within their industry or clinical discipline during their period of employment;
- (vi) are not eligible for promotion in accordance with Clause 50.

55.35 Industry and Clinical Educators, other than casuals, will progress incrementally within the pay scale for their appointed level on an annual basis, subject to satisfactory performance.

55.36 Industry and Clinical Educators will receive regular feedback, development and mentoring through the normal University processes including Performance Review and Development.

CASUAL EMPLOYMENT

55.37 Casual staff members will be paid according to the duties undertaken. Casual rates are described in Schedule 1 (Part B) - Minimum Casual Rates for Academic Staff. These rates include the casual loading.

55.38 Generally, where the nature of the work being offered fits one or more circumstances outlined in Clause 55.7, and is for a period of more than 12 months, a casual contract would not be offered.

55.39 The University will review the incidence of casual employment and consult on the findings with the Staff Consultative Committee.

55.40 The University will maintain the UON Academy and will seek regular input and feedback from the Staff Consultative Committee on its operation. The UON Academy aims to provide a systematic approach to the recruitment, induction, professional development, performance management, and recognition of casual academic staff. It aims to ensure consistent employment practices, provide dedicated HR support, and be a conduit for effective communication with and between casual academic staff. The University will provide casual academic staff with access to professional development and training activities and opportunities.

55.41 The rates provided for in Schedule 1 (Part B) are derived from three base rates calculated using the following formulae:

- (i) **Lecturing and higher marking rate**

The base rate applicable to lecturing or for purposes of the higher marking rate is determined by reference to the second step of the full-time Level B scale.

- (ii) **Rate applicable to performance of other duties involving full-time subject coordination or possession of a relevant doctoral qualification**

The base rate applicable where the duties include full subject coordination or where the academic possesses a relevant doctoral qualification is determined by reference to the sixth step of the full-time Level A scale.

- (iii) **Rate applicable to all other duties**

The base rate applicable to all other duties including tutoring rates not covered above is determined by reference to the second step of the full-time Level A scale.

- 55.42 The University will pay casual staff members within 22 days from the submission of a completed valid claim for payment to the appropriate representative as identified by the University to the staff member.
- 55.43 Wherever possible the university will notify casual academic staff members of their anticipated teaching load on an annual basis in the year preceding the anticipated work. Where this is not possible, the University will provide as much notice as is practicable to casual academic staff members, preferably a minimum of two months prior to the commencement of a new teaching term.

Access to Professional Development and Provision of Resources

- 55.44 The University will provide casual staff members, other than those employed on an occasional or ad hoc basis, with adequate and appropriate access to professional development opportunities.
- 55.45 Casual academic staff will be paid a minimum of 2 hours for induction / orientation at the 'other required academic activity' rate, except for casual academic staff:
- (i) employed on an occasional or ad hoc basis;
 - (ii) already provided an equivalent payment by the University for such activities within a 12 month period;
 - (iii) where the University directs a staff member to work more than the minimum hours for which payments are provided for in Clause 55.45, or to undertake mandatory training required to perform the role, the staff member will be paid for all work performed at the appropriate rate.
- 55.46 Casual staff members are to be provided with the following to effectively perform the requirements of the staff member's position:
- (i) access to secure storage as appropriate for personal and University effects;
 - (ii) adequate and appropriate work space including photocopying facilities, telephone, location for receiving mail and secretarial facilities;
 - (iii) access to the University's IT network as appropriate for the duties that the staff member is performing, including use of a computer terminal within the University's premises;
 - (iv) access to library cards, out-of-hours access, email accounts, network and intranet access, and inclusion in the University's telephone book and web directory.

56.0 ACADEMIC WORKLOAD – ACADEMIC STAFF

Aim

- 56.1 The University will use the following principles and processes for the development, implementation, maintenance and review of Faculty and/or School based Academic Work Allocation Models (AWAMs) to ensure the equitable, transparent, and reasonable distribution of academic work to individual continuing and fixed-term staff, while ensuring the sustainable operation of Faculties and Schools in line with the University's Strategic Plan and performance expectations of academic staff.

Components of Academic Work Allocation

- 56.2 The components of academic work as outlined in The University of Newcastle Position Classification Standards (PCS) – Schedule 3, the Academic Work Components - Schedule 4, and the Performance Expectations Framework for Academic Staff will together inform the development and maintenance of AWAMs and the allocation of work to individual academic staff.
- 56.3 AWAMs and individual work allocations will take account of the three main domains of academic work, including the administrative components of each:
- (i) Research and innovation;
 - (ii) Teaching and learning;
 - (iii) Service and engagement.

Hours of Work

- 56.4 The daily hours of work for academic staff are not prescribed. AWAMs and allocations of work to individual academic staff are based on a maximum of 1695 annual working hours, comprising 37.5 paid hours per week for 45.2 weeks, which excludes annual leave and public and University holidays.
- 56.5 Although an individual staff member may elect to work additional hours in one or more of the three domains of academic work, such elective work must be above the allocated work and cannot be substituted for allocated work.
- 56.6 Additional paid work, whether under the University's Paid Outside Work Policy or additional casual work, will not be considered part of AWAMs. Such additional work must be approved in advance in accordance with the relevant provisions of this Agreement or University policy, and may only be undertaken if it does not adversely affect a staff member's carrying out of all allocated work.
- 56.7 The following considerations normally apply to the allocation and scheduling of teaching:
- (i) Teaching is undertaken in 2 semesters with appropriate year beginning and year end breaks; or
 - (ii) Teaching is undertaken in 2 trimesters within the 3 trimesters per year model; or
 - (iii) Teaching is undertaken in a combination of semester, trimester or block teaching that is averaged during a year or in some cases may be averaged over three years and includes an annual minimum period of 12 weeks, excluding annual leave, free of teaching and teaching-related activities.
- 56.8 The management of academic work will operate within the following parameters:
- (i) Staff members will not be allocated teaching in face-to-face, online or blended modes for more than 8 hours in any day without appropriate meal breaks.
 - (ii) Staff members will not be required to undertake scheduled teaching on public holidays, weekends, or before 8:00am or after 9:00pm unless agreed.
- 56.9 Staff members will have a minimum break of 12 hours after completion of teaching on one day and before commencement of teaching on the next.
- 56.10 Unless a staff member was appointed to a position where the duties specifically indicated that teaching locations would include teaching overseas or at locations more than 100 km from a staff member's home campus, any requests to do so requires the voluntary agreement of the staff member.

Principles of Academic Work Allocation Models (AWAMs)

- 56.11 Each Faculty or School will maintain an AWAM. Changes to AWAMs, including the creation of new AWAMs, may be approved following consultation with staff of the Faculty or School and consideration of feedback from staff about the effects of the changes or creation of a new AWAM. Prior to approval, all new or substantially changed AWAMs, including a report on de-identified feedback themes received from staff will be discussed at the Staff Consultative Committee and require approval of the relevant Faculty Pro Vice-Chancellor (PVC) and the Deputy Vice-Chancellor (Academic) (DVC (A)).
- 56.12 AWAMs and individual academic staff work allocations will be published within each Faculty and School. The University will maintain an IT platform for the recording of work allocation that will be used to inform work allocation discussions and planning and will be used to support reporting of trends on a School, Faculty and University-wide basis. Each Faculty and School will be responsible for publishing and maintaining its AWAM and associated work allocations using the University IT platform.
- 56.13 The operation of AWAMs will aim to minimise administrative burden by using corporate data where possible.

- 56.14 The University will consult with the NTEU through the Staff Consultative Committee about the maintenance of AWAMs (see Clause 56.29).
- 56.15 Faculty or School AWAMs may use various metrics as the basis for the equitable allocation of academic work, including but not limited to models based on hours, points, percentages, Equivalent Full-time Student Load (EFTSL), or combinations thereof. The relationship between the metric used and the indicative annual number of hours referred to in Clause 56.4 will be documented as part of the AWAM.
- 56.16 Where a new AWAM is created, clear transitional arrangements will be included as part of the implementation of the model.
- 56.17 AWAMs and individual work allocations will take account of modes of teaching delivery, the number of students taught, and set a maximum and minimum teaching requirement in line with the following:
- (i) generally, a balanced work allocation for a 'teaching and research' academic will be 40% 'research and innovation', 40% 'teaching and learning', and 20% 'service and engagement'
 - (iii) where Clause 56.17 (i) does not apply, work allocation will include a minimum of 20% for 'research and innovation' (inclusive of staff undertaking within time PhD study) and a minimum of 10% for 'service and engagement', applicable to continuing 'teaching and research' and fixed-term staff on appointments greater than one year.
 - (iii) work allocation for research-only staff may exclude the 'teaching and learning' domain.
- 56.18 AWAMs and individual work allocations will include reasonable provision for any inter-campus travel from the home campus, teaching-related fieldwork, interstate and overseas travel which might be required to fulfil a staff member's work commitments.
- 56.19 The University acknowledges that should changes to sector policy and funding impact on its ability to meet its commitments in this clause, it will consult with staff and through the Staff Consultative Committee about appropriate changes.

Processes for the Allocation of Individual Academic Work

- 56.20 Work will be allocated and scheduled through consultation between the staff member and their Head of School or nominee. Any change to an agreed individual work allocation will be subject to further consultation between the staff member and Head of School / nominee.
- 56.21 Work allocation will be considered on an annual basis and take account of fluctuations and changes in the distribution of work over the most recent three-year cycle.
- 56.22 Work allocation will take into account: the level and type of academic appointment; alignment with agreed performance expectations; time fraction; leave plans; approved Special Studies Programs; carer responsibilities; disabilities; and the general health and safety of staff such that individual staff members are not required to work excessive hours. The allocation of work to individual staff will take into account their agreed PRD plans and ensure they can reasonably achieve the agreed performance expectations.
- 56.23 Research student supervision including within time end-on Honours dissertations, MPhil, PhD, or Professional Doctorate will be accorded an equal work allocation.
- 56.24 AWAMs and individual work allocations will take into account:
- (i) All modes of teaching delivery (face-to-face, online, blended, and condensed)
 - (ii) Actual student numbers for which an academic is responsible
 - (iii) Number of staff (e.g. tutors, demonstrators) for which an academic is responsible
 - (iv) Duties associated with course coordination and program convening
 - (v) New course and new program development of a substantial nature
 - (vi) Discretionary work for strategic matters subject to PVC or Head of School (HOS) approval.

Reporting of Work Allocation

- 56.25 Each Faculty or School will be responsible for publishing and maintaining its AWAM and associated individual staff work allocations, using the approved University IT platform for the recording and reporting of work allocation data, supported by Human Resource Services and IT Services. AWAMs and individual academic staff work allocations will aim to be published by the 31st January of the year in which they apply.
- 56.26 The Faculty or School will provide staff with timely access to work allocation reports and opportunities to maintain or update work allocation records.
- 56.27 The University will report de-identified academic work allocation trends on a School, Faculty and University wide basis annually to the Staff Consultative Committee. Reports will include: work allocations across the three dimensions of academic work - teaching and learning, research and innovation, service and engagement, as or readily translatable, into hours of work.

Review of Work Allocation

- 56.28 A staff member may request a review of work allocation by discussing details with their Head of School in the first instance. If any issues are unresolved after such discussions, the staff member may raise their concerns with the relevant Pro Vice-Chancellor or nominee. Should the matter remain unresolved, a staff member may seek to have their work allocation reviewed through the Inquiry Officer – Clause 45 procedure of this Agreement.

Role of the Staff Consultative Committee

- 56.29 The Staff Consultative Committee will:
- (i) Monitor the operation of AWAMs.
 - (ii) Monitor and review annually average work allocations and their distribution within each Faculty and across the University for the three main domains of academic work – ‘research and innovation’, ‘teaching and learning’, and ‘service and engagement’, and the associated administrative duties within each domain.
 - (iii) Monitor and review student / staff ratios annually.
 - (iv) Consider proposed new AWAMs, and any revisions of a substantial nature, and provide recommendations to the relevant PVC and DVC (A).
 - (v) Review the reasonableness of models and values given to work allocation factors and provide recommendations for change where appropriate to the DVC (A).

Maintenance of AWAMs

- 56.30 In addition to the principles of AWAMs set out above at Clauses 56.11 to 56.19, the following additional provisions apply:
- (i) Transitional arrangements: Where new or substantially revised AWAMs are introduced, the work allocation of staff in the previous three years should be taken into account as far as relevant in developing the staff member’s work allocation under the new or revised AWAM.
 - (ii) Review: New AWAMs will be implemented on a pilot basis in the first year of its operation and will be reviewed at the end of the year. The findings and any recommendations for change will be forwarded to the Staff Consultative Committee for consideration and comment before being provided to the relevant PVC with any Staff Consultative Committee comments.

Alignment with Other Processes

- 56.31 Academic work allocation is linked to, and should be consistent with: the Performance Review and Development (PRD) process; the *Performance Expectations Framework for Academic Staff*; probation; training and development; promotion; and the Special Studies Program (SSP).

57.0 THE UNIVERSITY OF NEWCASTLE POSITION CLASSIFICATION STANDARDS – ACADEMIC STAFF

57.1 The University of Newcastle Position Classification Standards describe the broad category of responsibilities attached to academic staff at different levels, and are provided at Schedule 3.

58.0 ANNUAL LEAVE – ACADEMIC STAFF

58.1 This clause applies to a staff member other than a casual staff member.

58.2 A staff member

- (i) accrues annual leave on a daily basis at the rate of 20 days per year of full-time service (or pro rata for part-time or part-year service); and
- (ii) is eligible to take annual leave as it accrues.

Taking and Recording of Annual Leave

58.3 Except as provided for in Clauses 58.4, 58.5 and 58.6, a staff member is required to take, within the period of the 20 working days following the commencement of the University's annual closedown in each calendar year, all annual leave that has accrued in that calendar year (the 'Accrued Annual Leave').

58.4 Accrued Annual Leave may be taken at other times with the approval of the staff member's Head of School, providing that the full amount of the Accrued Annual Leave is to be taken each year, except as provided for in Clause 58.6.

58.5 Where Accrued Annual Leave is taken under Clause 58.4:

- (i) it will normally be taken in the staff member's non-teaching periods; and
- (ii) the staff member must record the dates on which it is taken and provide that record to the Head of School.

58.6 A staff member who cannot use the full Accrued Annual Leave from a particular calendar year under Clauses 58.3 or 58.4:

- (i) may apply in writing no later than 31 January in the following year for a credit for the unused portion of the Accrued Annual Leave;
- (ii) must provide a list of dates on which part of the Accrued Annual Leave has already been taken;
- (iii) must provide reasons acceptable to the University for not being able to take the unused part of the Accrued Annual Leave; and
- (iv) must provide dates as part of an Annual Leave Plan on which the unused part of the Accrued Annual Leave will be taken in the following calendar year and the unused part must be taken in addition to the staff member taking the 20 working days which accrues in that following year.

58.7 Where a credit is granted under Clause 58.6, the University will, no later than 28 February in the following year, adjust the record of the staff member's annual leave balance accordingly.

58.8 On an annual basis the University will issue a reminder on the process for taking and recording of annual leave including the process in Clause 58.6.

58.9 The Staff Consultative Committee will review and discuss the processes for taking and recording of Annual Leave for academic staff members as described in this Clause with an aim of ensuring clarity and effectiveness for both staff and the University.

Annual Leave Plans

58.10 An annual leave plan should be developed and, as far as practicable, agreed as part of the workload allocation discussion between the Head of School and a staff member. The leave plan will provide

for the staff member to take all of the annual leave which the staff member will accrue in the calendar year to which the plan relates and, where the staff member wishes to carry over all or part of untaken leave from a previous year to the following year, will include specific arrangements for that period of leave to be taken at a nominated time during the year covered by the plan. The annual leave plan may be varied by further agreement as necessary to cater for changed circumstances.

Direction to Take Annual Leave

- 58.11 Where a staff member has a total of 40 days or more annual leave accrual, the University may direct a staff member to take annual leave accumulated from previous years.
- 58.12 Where the University directs a staff member to take annual leave under Clause 58.11, it will:
- (i) discuss the timing of the taking of the leave with the staff member;
 - (ii) provide a minimum of 3 months' written notice to take the leave at a particular time;
 - (iii) require the staff member to take up to 10 days annual leave in one block, unless otherwise agreed; and
 - (iv) ensure that no work duties will be required in the period of the directed leave.

Impact of Other Leave

- 58.13 Any period of leave without pay greater than 5 working days within a 12 month period, calculated from a staff member's anniversary of employment with the University, will not count as service for the purpose of calculating annual leave.
- 58.14 Annual leave accrued whilst a staff member is on any period of leave on reduced pay will accrue at a proportionate rate calculated in accordance with the fraction that the reduced pay bears to the staff member's ordinary working hours.
- 58.15 Where a staff member on a period of approved annual leave becomes eligible for personal leave because of illness, injury or incapacity for a period of 5 working days or more and produces a satisfactory medical certificate, an equivalent period of annual leave will be re-credited. This provision does not apply to a staff member on annual leave immediately prior to retirement or resignation.

Annual Leave at Cessation

- 58.16 Staff members are required to take accrued annual leave prior to the date of resignation. Where it is not practical to take accrued annual leave prior to resignation and with the approval of the Pro-Vice Chancellor, all outstanding accrued annual leave will be paid on termination at the ordinary rate of pay at the date of termination.
- 58.17 In the event of death, payment of accrued annual leave owed to the staff member at the date of death will be paid to the staff member's estate.

Annual Leave Loading

- 58.18 A staff member, other than a casual, will be paid an annual leave loading at 17.5% of the staff member's ordinary pay multiplied by 4 weeks, provided that the loading payable will not exceed the loading payable on the salary of Level C Step 1.
- 58.19 Annual leave loading will be paid each December and calculated at the ordinary rate of pay as at 31 December each year, and is subject to retrospective adjustments where a retrospective pay increase is awarded after this date.
- 58.20 Where a staff member commences employment after 1 January in any year, annual leave loading will be paid on a pro rata basis calculated on the completed months of service.
- 58.21 Annual leave loading is payable on termination as follows:
- (i) On termination for any reason, payment is to be calculated on a pro rata basis at the ordinary rate of pay as at the date of termination;

- (ii) In the event of the death of a staff member, payment is to be calculated on a pro rata basis at the ordinary rate of pay as at the date of death. Payment will be made to the staff member's estate.

PART D: TEACHERS

59.0 STAFF SUPERVISION - TEACHERS

- 59.1 Each staff member will have a nominated supervisor. This supervisor will be responsible for providing assistance and direction.
- 59.2 All supervisors will be required to undertake appropriate supervisor training.
- 59.3 The University will consult on supervisor training requirements with the Staff Consultative Committee.

60.0 MANAGING STAFF WORKLOAD - TEACHERS

- 60.1 The objective of this clause is to ensure that workloads are equitable, transparent, and reasonable within the ordinary hours of duty and without risks to health and safety.
- 60.2 The allocation of work will be determined, in consultation with the staff member, by the staff member's supervisor. Workloads will take into consideration the staff member's level of appointment and time fraction and the importance of maintaining an appropriate balance between work and family / community life.
- 60.3 In determining whether work or workloads are reasonable or unreasonable the following must be taken into account:
 - (i) any risk to the staff member's health, safety and welfare;
 - (ii) the needs of the University;
 - (iii) the nature of the staff member's role, and their level of responsibility;
 - (iv) the staff member's personal circumstances including any family and/or carer responsibilities; and
 - (v) any other relevant matter.
- 60.4 A staff member's concerns about workload should be raised with the supervisor in the first instance. The supervisor and staff member will meet to discuss and attempt to resolve the staff member's concerns about workload.
- 60.5 If the staff member's concerns remain unresolved, the issue should be raised with the appropriate Director or equivalent.
- 60.6 If the staff member believes the issue is still not resolved, the matter may be referred by the staff member to the Director, People and Workforce Strategy who will investigate the matter and make a recommendation to resolve the matter.
- 60.7 Broad, systemic workload concerns are to be raised directly with the Director, People and Workforce Strategy or through the Staff Consultative Committee.
- 60.8 In assessing workload concerns, primary indicators to be considered include:
 - (i) the ongoing need to work excessive hours;
 - (ii) excessive overtime;

- (iii) the inability for staff members to clear accrued leave or TOIL.

61.0 PROBATION - TEACHERS

- 61.1 Staff members, other than casual staff members, may be engaged subject to a reasonable probationary period that is directly related to the nature of the work to be carried out and the nature of the employment. Probation does not apply where the staff member already has a continuing appointment or has previously been employed in the same or substantially similar role.
- 61.2 Staff members may be subject to a probationary period of up to 6 months. Probation may be extended for a further period of up to 6 months.
- 61.3 The relevant supervisor is responsible for ongoing and regular assessment of the staff member throughout the probationary period. The assessment of probationary staff will be directly related to their work as defined by the position description, the Classification Descriptors and compliance with University Policies and Code of Conduct.
- 61.4 Probationary staff will be provided with periodic counselling to confirm progress or identify difficulties. Where concerns about performance are identified during probation, the staff member will be notified at the earliest opportunity. The staff member and supervisor will develop strategies for resolution, including relevant staff development.
- 61.5 At least one 1 month prior to the end of the probation period, the relevant Director or equivalent will conduct a formal probation review. The Director will meet with the staff member as part of the review to discuss the staff member's performance and conduct, and identify any significant concerns. The Director will prepare a written probation report and provide a recommendation.
- 61.6 The staff member will be provided with a copy of the probation report. The staff member will have 5 working days from receipt of the report to respond and/or provide additional information in relation to the probation report.
- 61.7 Following receipt of the probation report and the response from the staff member, the Director will forward the report and any response to the Director, People and Workforce Strategy together with a recommendation that:
 - (i) the appointment be confirmed;
 - (ii) the probationary period be extended for a nominated period; or
 - (iii) the appointment be terminated.

The Director, People and Workforce Strategy will review the recommendation and seek further details if necessary.
- 61.8 The staff member will be advised in writing by the Director, People and Workforce Strategy of a decision, and reasons, to confirm appointment or extend the period of probation, or a recommendation that the appointment be terminated.
- 61.9 In the case of a recommendation that the appointment be terminated, the staff member may make a written request to the Director, People and Workforce Strategy that the recommendation be reviewed in accordance with Inquiry Officer - Clause 45. Such a request must be made within 5 working days of written advice of the recommendation being given to the staff member by the Director, People and Workforce Strategy.
- 61.10 The appropriate Deputy Vice-Chancellor will consider the probation report, recommendation, any material submitted by the staff member and any report arising from a review by an Inquiry Officer under Clause 45 and will decide that:
 - (i) the appointment be confirmed; or
 - (ii) the probationary period be extended for a nominated period; or

- (iii) the appointment be terminated with 2 weeks notice or payment in lieu of notice.

61.11 The appropriate Deputy Vice-Chancellor will inform the staff member of the decision in writing.

61.12 The University must not terminate a staff member's employment under Clause 61.7 to 61.9 unless the staff member has been informed of, and given an opportunity to:

- (i) address any deficiencies in their performance; or
- (ii) respond to any adverse material about the staff member on which the University intends to rely.

Exemption from Procedure

61.13 Probationary staff are not subject to the provisions of the University's procedures in respect to Managing Underperformance or Misconduct / Serious Misconduct.

62.0 STAFF DEVELOPMENT - TEACHERS

62.1 The University will provide opportunities for staff to participate equitably in development activities which will be within the resources available and subject to the approval of the Director.

62.2 The University also acknowledges the critical importance of identifying and facilitating individual staff development to maintain and improve skills, enhance career opportunities and promote organisational performance. This may be facilitated through Performance Review and Development – Clause 6. Non-teaching periods will generally be available for participation in development activities.

62.3 On at least an annual basis, each organisational unit will prepare a training and development plan which considers the capability needs of the unit in line with the strategic plan, as well as the individual development needs of staff as identified within the Performance Review and Development process. The training and development plan will be available to staff within the unit to provide transparency of training and development activities.

63.0 REDEPLOYMENT AND REDUNDANCY – TEACHERS

63.1 Voluntary Separation

63.1.1 The University will ensure:

- (i) fair and objective criteria are used to identify positions that are no longer required and staff members who are excess; and
- (ii) fair process is observed.

63.1.2 Where a position is no longer required the incumbent may become a detached staff member. The detached staff member will be notified in writing as soon as possible.

63.1.3 The staff member will have a period of 4 weeks from the date of the notice in Clause 63.1.2 within which to elect to do one of the following:

- (i) accept a voluntary separation package to be taken up within a period of 2 weeks comprising:
 - (a) 26 weeks salary; plus
 - (b) 2 weeks' salary for each completed year of service at the University up to a combined maximum of 52 weeks; and
 - (c) a 10% loading on the above combined total; and
 - (d) statutory entitlements; or

- (ii) seek redeployment within the University and remain as a detached staff member for a period of up to 26 weeks. The date of commencement of the 26 week period is the date of notification of becoming a detached staff member. The staff member will be provided with support as described in Clause 63.2. The staff member will not be eligible for the career development support described in Clause 63.3; or
- (iii) seek employment outside the University and remain as a detached staff member for a period of up to 8 weeks. The date of commencement of the 8 week period is the date of notification of becoming a detached staff member. The staff member will be provided with support, including an externally sourced career development program described in Clause 63.3.

63.1.4 If the staff member has not taken one of the options outlined in Clause 63.1.3 above they will be deemed to have chosen the option in Clause 63.1.3 (ii).

63.2 Redeployment within the University [Option in Clause 63.1.3 (ii)]

63.2.1 A staff member who has elected the option in Clause 63.1.3 (ii) will have preference of appointment to suitable alternative positions within the University where vacancies exist or are expected to exist in a reasonable period of time. Preference will include employment and/or training and development for positions at their classification level and within the ambit of their skills and experience.

63.2.2 The salary of detached staff will be maintained during the period of redeployment.

63.2.3 Wherever possible, the University will endeavour to redeploy staff into a position equal to the staff member's substantive position at the time they were declared detached. Where a staff member accepts redeployment to a lower level position prior to the conclusion of the redeployment period in Clause 63.1.3 (ii), they will receive salary maintenance for a period of 26 weeks from the date of detachment.

63.2.4 The University will allocate suitable temporary work to the detached staff member. Wherever possible, the staff member will continue to work at the same work value / classification level during the period of detachment.

63.2.5 If a staff member elects to be redeployed in accordance with Clause 63.1.3 (ii), they may, at a later date elect to be made redundant at any time during the 26 week period mentioned in Clause 63.1.3 (ii) above. Should this occur they will receive a payment in accordance with Clause 63.4.1.

63.2.6 During the redeployment period of 26 weeks, the staff member will be provided with training and development where additional skills are required, subject to approval by the Director, People and Workforce Strategy, and:

- (i) may take reasonable time to attend job interviews and undertake job search; and/or
- (ii) may have reasonable time to attend and be provided with financial and personal counselling; and/or
- (iii) be provided with assistance, wherever practical, by Human Resource Services.

63.2.7 Where a staff member has chosen to exercise the right of preference of employment for a particular position in reference to Clause 63.2.1, a Selection Committee will determine the suitability of the applicant for redeployment to the position on the basis of the selection criteria. The Committee will recommend one of the following options:

- (i) that the position be offered to the staff member (or the preferred applicant where more than 1 detached staff member applies). The Committee may decide the applicant should be given 3 months appropriate training to acquire skills for the position;
- (ii) redeployment for a trial period of 3 months, with training where the applicant lacks relevant and related experience in a similar work field. The Director will review the

redeployment at the end of 3 months and either confirm the appointment (with further training if deemed necessary) or, if either the Director or the staff member considers the trial is unsuccessful, discuss further options for redeployment with the staff member; and/or

- (iii) that any or all of the applicants for redeployment are not suitable for redeployment to the available position.

63.2.8 In relation to Clause 63.2.7 (iii), staff not successful in being redeployed to an available position will have access to the Inquiry Officer procedure - Clause 45.

**63.3 Seek Employment Outside the University and Career Development Support
[Option in Clause 63.1.3 (iii)]**

63.3.1 A staff member who has elected the option in Clause 63.1.3 (iii) will still have preference of appointment to suitable alternative positions within the University where vacancies exist or are expected to exist in a reasonable period of time. Preference will include employment and/or training and development for positions at their classification level and within the ambit of their skills and experience.

63.3.2 The salary of a detached staff member will be maintained during the period of redeployment.

63.3.3 Wherever possible, the University will endeavour to redeploy staff into a position equal to the staff member's substantive position at the time they were declared detached. Where a staff member accepts redeployment to a lower level position prior to the conclusion of the redeployment period in Clause 63.1.3 (iii), they will receive salary maintenance for a period of 26 weeks from the date of detachment.

63.3.4 The University will allocate suitable temporary work to the detached staff member. Wherever possible, the staff member will continue to work at the same work value/classification level during the period of detachment / redeployment.

63.3.5 If a staff member elects to be redeployed in accordance with Clause 63.1.3 (iii), they may, at a later date elect to be made redundant at any time during the 8 week period mentioned in Clause 63.1.3 (iii) above. Should this occur they will receive a payment in accordance with Clause 63.4.1. For the avoidance of doubt, this entitlement is not affected by employment external to the University.

63.3.6 Where a staff member has chosen to exercise the right of preference of employment for a particular position in reference to Clause 63.3.1, a Selection Committee will determine the suitability of any applicant for redeployment to the position on the basis of the selection criteria. The Committee will recommend one of the following options:

- (i) that the position be offered to the staff member (or the preferred applicant, where more than one detached staff member applies). The Committee may decide the applicant should be given 3 months appropriate training to acquire skills for the position;
- (ii) redeployment for a trial period of 3 months, with training where the applicant lacks relevant and related experience in a similar work field. The Director will review the redeployment at the end of 3 months and either confirm the appointment (with further training if deemed necessary) or, if either the Director or the staff member considers the trial is unsuccessful, discuss further options for redeployment with the staff member; and/or
- (iii) that any or all of the applicants are not suitable for redeployment to the available position.

63.3.7 In relation to Clause 63.3.6 (iii), staff not successful in being redeployed to an available position will have access to the Inquiry Officer procedure - Clause 45.

63.3.8 During the redeployment period, the staff member:

- (i) may, subject to approval by the Director, People and Workforce Strategy, take reasonable time to attend job interviews and undertake job search; and
- (ii) will be offered an externally sourced career development program to support the detached staff member to obtain employment either with the University or another employer. The career development program will include:
 - (a) career planning;
 - (b) job search plan / skills, including resume development and interview skills;
 - (c) job search assistance;
 - (d) personal counselling;
 - (e) financial planning.

63.3.9 The career development program will be developed within the following guidelines:

- (i) all elements of the program will realistically contribute to improved likelihood of the individual achieving their career objective;
- (ii) all costs associated with the program will be incurred within 6 months of the staff member becoming detached (i.e. any development activities will only be supported for 6 months but this may include costs after the staff member has left the University's employment);
- (iii) the total cost of the career development program supported by the University will be the equivalent of up to 18 weeks' base salary of the staff member;
- (iv) where the staff member is successfully redeployed into another position, the career development program will cease;
- (v) the career development program and the associated costs will be approved by the Director, People and Workforce Strategy prior to implementation.

63.4 Redundancy

63.4.1 If separation or successful redeployment has not occurred within the redeployment period the staff member will become redundant and be provided with a redundancy package which comprises:

- (i) 26 weeks salary; plus
- (ii) 2 weeks salary for each year of service completed at the University, up to a combined maximum of 52 weeks; and
- (iii) statutory entitlements.

63.4.2 Where reasonable offers of redeployment at the same level, and training and development are refused by a detached staff member, the Director, People and Workforce Strategy will review each case with a view to recommending:

- (i) a further offer of redeployment and/or training and development; or
- (ii) the immediate provision of a redundancy package as outlined in Clause 63.4.1.

63.5 Payments made under this clause will be calculated at the staff member's substantive salary level at the date of separation.

64.0 SECONDMENT - TEACHERS**Secondment within the University**

- 64.1 Secondment opportunities will be promoted through an open Expressions of Interest process unless operational requirements make this impracticable.
- 64.2 Secondment for a defined period may be:
- (i) offered by the University and agreed to by the staff member; or
 - (ii) requested by the staff member and agreed to by the University; or
 - (iii) directed by the Director, People and Workforce Strategy, following consultation by line management with the affected staff member.
- 64.3 The details and conditions of the secondment, including return arrangements, will be offered and agreed to in writing. Where the secondment is directed under Clause 64.2 (iii), secondment will be at or above the substantive level and there will be a right of return to the substantive position and primary place of work.
- 64.4 The new supervisor will provide a period of familiarisation and training for the new staff member.
- 64.5 The University will establish a working party during the life of the Agreement to review offshore secondment practices and approved arrangements at other institutions with a view to developing an offshore guideline / policy to formalise such arrangements for Teachers.

65.0 RESIGNATION AND TERMINATION - TEACHERS**Resignation**

- 65.1 A staff member, other than a casual staff member, may resign from the University by giving such notice as may be specified in the staff member's contract of employment, or where not specified:
- (i) for staff members classified as Teacher Step 1 to 10, the appropriate period of written notice as provided in the table below; or

Staff member's period of continuous service with the University	Period of Notice
Not more than 1 year	At least 1 week
More than 1 year but not more than 3 years	At least 2 weeks
More than 3 years but not more than 5 years	At least 3 weeks
More than 5 years	At least 4 weeks

- (ii) for staff members classified as Head Teacher Step 1 to 3 or above – the appropriate period of written notice is at least 4 weeks; or
 - (iii) such notice as is sufficient for the staff member to complete their existing teaching commitments;
- whichever is the greater.
- 65.2 The University will not unreasonably refuse a request by a staff member to reduce the period of notice.
- 65.3 Community Music Teachers or casual staff members engaged for 12 weeks or more will give 2 weeks notice of resignation unless a lesser period is mutually agreed with the Director.

Termination

65.4 Termination of employment will occur as provided in this Agreement. The following clauses set out the procedures that may lead to termination of employment:

- (i) Probation – Teachers - Clause 61;
- (ii) Managing Underperformance - Clause 7;
- (iii) Misconduct / Serious Misconduct - Clause 8;
- (iv) Research Code Breach – Clause 9;
- (v) Disciplinary Action - Clause 10;
- (vi) Redeployment and Redundancy – Teachers - Clause 63;
- (vii) Abandonment of Employment – Clause 17; and
- (viii) Incapacity – Teachers - Clause 66.

65.5 Where the University terminates the employment of a staff member, (other than a casual or where the staff member's employment is terminated on the grounds of serious misconduct) the staff member will be given notice or payment in lieu of notice as provided in the table below, except where greater notice has been specified in the staff member's contract of employment or other clauses in this Agreement. The University will provide written advice of the notice period.

Staff member's period of continuous service with the University	Period of Notice
Not more than 1 year	At least 1 week
More than 1 year but not more than 3 years	At least 2 weeks
More than 3 years but not more than 5 years	At least 3 weeks
More than 5 years	At least 4 weeks

- 65.6 If the staff member is over 45 years old at the time of the notice and has completed at least 2 years of continuous service with the University the staff member will receive an additional 1 week's notice or payment in lieu.
- 65.7 The notice periods at Clauses 65.5 and 65.6 do not apply to a staff member who is terminated on the grounds of serious misconduct where termination will be without notice.
- 65.8 The employment of a casual staff member may be terminated by the University by the giving of 1 hour's notice, or the minimum period of engagement, whichever is the greater.
- 65.9 Community Music Teachers or casual staff members engaged for 12 weeks or more must be given 2 weeks notice, or payment in lieu of such notice, should the University wish to terminate their employment.

66.0 INCAPACITY - TEACHERS

66.1 Where a staff member's capacity to perform their duties is in doubt due to ill health, the University will consider mechanisms such as reasonable adjustment and appropriate use of leave options to support the staff member's return to full duties within a reasonable timeframe. Consideration will be given as to whether the duties may be permanently modified. This process will be undertaken in consultation with the staff member.

- 66.2 Where issues of incapacity cannot reasonably be resolved under Clause 66.1, the University may require the staff member to undergo a medical examination by a medical practitioner chosen by the University at the expense of the University.
- 66.3 The University will provide the staff member with written notice of the medical appointment at least 1 month prior to the date of the appointment. The staff member and the University may agree to a different notice period.
- 66.4 Where, prior to the expiry of the period of notice, the staff member applies to the staff member's superannuation fund for ill-health retirement or temporary disability benefit under the rules of the superannuation fund, the requirement for a medical examination under Clause 66.2 will lapse and subject to Clause 66.5, no further action will be taken under this clause.
- 66.5 Where the superannuation fund decides that the staff member is capable of resuming work and the Vice-Chancellor elects to dispute this decision, the Vice-Chancellor may direct the staff member to attend a medical examination in accordance with Clause 66.2 and then proceed in accordance with the remainder of this clause.
- 66.6 A copy of the medical report made by the medical practitioner required under Clause 66.2 will be made available by the University to the staff member concerned on receipt, or to the staff member's doctor if medical advice is given to that effect.
- 66.7 If the medical report states that the staff member is or will be able to perform the inherent requirements of their substantive position within 6 months of the date of the report (Clause 66.6), action in relation to this clause will cease, subject to the staff member resuming their duties on or before the expiration of that period. The University will consider the medical report and any advice from the staff member's treating doctor in constructing an appropriate return to work plan. If the staff member does not resume duties within the 6 month period, the Vice-Chancellor will consider any further medical report(s) and may:
- (i) notify the staff member of the decision to terminate their employment by reason of ill health; or
 - (ii) extend the period for a further period of no more than 3 months. Should the staff member not resume duty in that period, the Vice-Chancellor may notify the staff member of the decision to terminate their employment by reason of ill-health.
- 66.8 If the medical report states that the staff member is unable to perform the inherent requirements of their substantive position and is unlikely to be able to resume those duties within 6 months of the date of the report referred to in Clause 66.6, the staff member may, within 10 working days of receipt of the medical report, request a review of the medical report.
- 66.9 The review of the medical report will be conducted by an independent medical practitioner with the relevant area of expertise, chosen by the staff member from a list of medical practitioners supplied by the University sourced from the website of the appropriate Australian Royal College.
- 66.10 If the review under Clause 66.9 indicates that the staff member is able to resume duty within 6 months from the date of the initial report referred to in Clause 66.6, action will be taken in accordance with Clause 66.7.
- 66.11 If a review of the medical report is not requested by the staff member or if the review confirms a finding of incapacity to resume duty, the Vice-Chancellor may notify the staff member of the decision to terminate their employment by reason of incapacity. The notice of termination due to incapacity, or pay instead of notice, will be 6 months.
- 66.12 In making an assessment as to whether a staff member is unable to perform his or her duties and is unlikely to be able to resume them within a reasonable period, the medical practitioner or panel of medical practitioners appointed pursuant to this clause will, as far as practicable, apply the standards used by the staff member's superannuation scheme, if any, in determining qualification for the payment of a disablement pension or other similar benefit.
- 66.13 The provisions of this clause do not override New South Wales Workers Compensation legislation.

67.0 OVERTIME - TEACHERS

- 67.1 The University may require a staff member to work reasonable overtime which will be paid in accordance with this clause. Wherever possible, a staff member will be given at least 48 hours notice of any overtime to be worked. A staff member will not be required to work overtime if the staff member informs the University of circumstances which would make the requirement to work overtime unreasonable.
- 67.2 Approval to work overtime must be given by the appropriate Director prior to the commencement of overtime. Staff who choose to work additional hours of their own volition are not entitled to be granted overtime.
- 67.3 Overtime worked outside ordinary or rostered hours of duty as required by the University:
- (i) will be paid for at the rate of 1.5 times the ordinary rate of pay for the first 2 hours and 2 times the ordinary rate of pay thereafter until completion of the overtime work;
 - (ii) between midnight Saturday and midnight Sunday will be paid for at 2 times the ordinary rate of pay;
 - (iii) on a public holiday will be paid at 2.5 times the ordinary rate of pay;
 - (iv) for work on Sundays or public holidays will have a minimum payment of 4 hours at the appropriate overtime rate.
- 67.4 When overtime work is necessary it will be so arranged that:
- (i) staff members have at least 10 consecutive hours off duty between the work of successive days;
 - (ii) if the staff member has not had at least 10 consecutive hours off duty between the completion of overtime and the commencement of ordinary duty, the staff member will not be required to report for duty until at least 10 hours has elapsed since the completion of overtime;
 - (iii) if, on the instructions of the University, a staff member resumes or continues work, in terms of Clause 67.4 (ii) above, without having had 10 consecutive hours off duty, they will be paid at overtime rates until released from duty. The staff member will be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- 67.5 Where a staff member has been instructed to report for duty for pre-arranged overtime on a day which they would not have been required to work and on reporting for duty on that day finds that no overtime is available, the staff member will be paid 3 hours overtime at the overtime rate for that day.
- 67.6 Each day's overtime will stand alone and will be calculated to the nearest quarter of an hour.
- 67.7 Staff members called back for work after leaving the University's premises will be paid for a minimum of 4 hours at the appropriate overtime rate for that period. Each call will stand alone. This clause will not apply in cases where it is customary for a staff member to return to the University's premises to perform pre-arranged overtime or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of normal working time.
- 67.8 Where a part-time staff member works more hours per week than their ordinary part-time hours of work per week, but not in excess of the ordinary hours of duty for a full-time staff member in the same classification, the staff member will be paid at the ordinary rate of pay for each additional hour so worked.
- 67.9 Where a Head Teacher is required to perform overtime, the calculation of the payment of overtime will not exceed the maximum salary rate for Teachers under the relevant salary scale in Schedule 2.

67.10 Where overtime is worked in accordance with this clause a staff member may request to be granted Time Off In Lieu of Overtime Payment (T.O.I.L.) T.O.I.L.:

- (i) must be agreed by the Director prior to the overtime being worked;
- (ii) will be taken at a time mutually convenient to the University and the staff member;
- (iii) is calculated as the equivalent of the full overtime payment in hours as specified in Clause 67.3 which would have been payable as overtime;
- (iv) can be accrued on a quarterly basis;
- (v) when not taken within a 3 month period, the University may, with reasonable notice, direct the staff member to take the time off in lieu or the staff member will be paid at the applicable overtime rate; and
- (vi) can be accumulated by a staff member to a maximum of 35 hours.

68.0 RELIEVING ALLOWANCE - TEACHERS

- 68.1 A relieving allowance will be paid to a staff member for relieving in an existing position which is at a higher classification level, where the staff member performs the duties for a period of at least 5 consecutive working days.
- 68.2 The allowance will be an amount equal to the difference between the minimum salary of the higher classified position and the salary that the staff member is receiving in the position they substantively occupy, or a percentage of that amount if partial duties are performed.
- 68.3 The staff member will be paid the relieving allowance rate during periods of personal leave, annual leave and long service leave provided that periods of such leave are reasonable and within the period of relieving.

69.0 HIGHER DUTIES ALLOWANCE - TEACHERS

- 69.1 A higher duties allowance may be paid where a staff member is required to perform duties at a higher classification for a fixed period of time or perform tasks related to a specific task or project.
- 69.2 This allowance will be paid where:
- (i) the work value is clearly greater than the substantive level of the staff member; and
 - (ii) those duties comprise a significant proportion of the work undertaken by the staff member for a period of at least 5 consecutive working days.
- 69.3 The allowance is to be determined by reference to the relevant descriptors and relevant pay points as well as the substantive salary level of the staff member.
- 69.4 The staff member will be paid the higher duties allowance rate during periods of personal leave, annual leave and long service leave provided that periods of such leave are reasonable and within the period of higher duties.
- 69.5 Higher duties arrangements will be approved by the appropriate delegated officer.

70.0 WORK RELATED TRAVEL - TEACHERS

- 70.1 Each staff member will have a primary place of work.
- 70.2 Where a staff member is directed to undertake work away from their primary place of work, including duties performed either within or outside Australia, all duties will be treated as time worked for the purposes of this Agreement including travelling time.

- 70.3 A staff member working away from their primary place of work who is required to travel outside their ordinary hours of work is entitled to be paid at the ordinary hourly rate for the time taken in travelling, or to take time off in lieu on an equivalent basis, by agreement between the staff member and their supervisor.
- 70.4 Where a staff member is required to work away from their primary place of work for all or part of a day, the period of travel time to be counted as work time will be the difference between their usual travelling time from home to their primary place of work and return, and the total amount of time spent travelling that day.
- 70.5 A staff member who travels overseas on a journey in excess of 8 hours will have at least 10 consecutive hours off duty between the end of the journey and the commencement of authorised duties.
- 70.6 Staff directed to travel on official University business will receive travel entitlements as outlined in the University Policy and Procedures.

71.0 CATEGORIES OF EMPLOYMENT - TEACHERS

- 71.1 Teaching staff will be employed in the following categories:

- (i) **'Continuing Employment'** means all employment that is not contingent, fixed-term, or casual employment, and for which there is no set date for the employment to cease.
- (ii) **'Contingent Employment'** means employment provided from identifiable funding external to the University for the life of a specific task or project or for the duration of the funding. Such employment has no fixed end date and the contract is not terminable by the University, other than during a probationary period, or for unsatisfactory performance, or for serious misconduct, or for serious research code breach (in which case the procedures and notice in Probation - Teachers - Clause 61, Managing Underperformance - Clause 7, Misconduct / Serious Misconduct - Clause 8, Research Code Breach - Clause 9 apply), or by the occurrence of the contingency.
- (iii) **'Fixed-Term Employment'** means employment for a specified term, for which the instrument of engagement will specify the starting and finishing dates and for which during the term of employment the contract is not terminable by the University, other than during a probationary period, or for unsatisfactory performance, or for serious misconduct, or for serious research code breach (in which case the procedures and notice in Probation - Teachers - Clause 61, Managing Underperformance - Clause 7, Misconduct / Serious Misconduct - Clause 8, Research Code Breach - Clause 9 apply); or where the work is no longer required to be undertaken, in which case the fixed term staff member is entitled to payment equivalent to either 6 months salary or the balance of the contract, whichever is the lesser.

The minimum duration of a fixed term contract for a staff member will usually be 12 months. A staff member may be employed on a fixed term basis for less than 12 months where exceptional circumstances justify this. Generally, fixed term employment will be in 6 month units where possible.

- (iv) **'Casual Employment'** means employment by the hour and paid on an hourly basis that includes a loading of 25% in lieu of benefits in this Agreement that are not provided to casual staff, including all forms of paid leave (other than long service leave under Clause 32), annual leave loading and paid public holidays. Casual employment may be on an hourly or sessional basis.

Information for Staff Appointment

- 71.2 At the time of appointment the University will provide the staff member with an instrument of appointment that stipulates:
- (i) the type of employment, the duties, the primary place of employment, the reporting relationships, the superannuation scheme and the University's contribution level;

- (ii) the classification level and salary of the staff member on commencement of the employment, and the hours or the fraction of full-time hours to be worked;
- (iii) for contingent employment, specify the contingency;
- (iv) for a fixed-term staff member, the period of the employment with a starting and a finishing date;
- (v) for a casual staff member, the duties required, the number of hours required, the rate of pay; and a statement that any additional duties required during the term will be paid for;
- (vi) for a staff member on probation, the length and terms of the probation; and
- (vii) other main conditions of employment, including any right to apply for conversion.

71.3 All staff members will be entitled to a written statement of service stating the period of employment and the duties performed.

71.4 Staff members will be provided with access to office space; photocopying facilities; a telephone; a location for receiving mail; and appropriate computer facilities including email and internet access.

Additional Employment

71.5 Nothing in this Agreement prevents a staff member from engaging in additional work with the University as a casual staff member for work unrelated to, or identifiably separate from, the staff member's normal duties.

71.6 Additional employment must not adversely affect the discharge of the staff member's primary duties and responsibilities.

Full-time and Part-time Employment

71.7 Continuing, fixed-term and contingent employment may be on a full-time or a part-time basis. Part-time entitlements are paid on a pro rata basis calculated according to the fraction of full-time hours worked.

71.8 Where a part-time staff member agrees to vary their contract weekly hours of work in the same or substantially similar position, their existing contract hours will be varied accordingly.

71.9 The staffing ratios for continuing, contingent, fixed-term and casual employment will be reviewed each March and August using the HECS Census dates as an indicator. The Deputy Vice-Chancellor (Academic) will report by 30 September each year, to the Staff Consultative Committee, taking into account the need for flexibility generated by peaks and troughs imposed by student intakes, staffing arrangements, operational performance and future needs. The report will include recommendations on the proportion of continuing to contingent to fixed-term to casual employment.

Notice at Expiry of Contingent and Fixed Term Employment

71.10 The University will provide:

- (i) to a contingent staff member a written notice invoking the contingency and the University's intention to discontinue the position.
- (ii) to a fixed-term staff member a written notice of the expiry of the contract and the University's intention to:
 - (a) continue the position with the same or substantially similar duties on a fixed-term basis;
 - (b) continue the position with the same or substantially similar duties on a continuing basis; or

- (c) discontinue the position.

71.11 The notice under Clause 71.10 will be the greater of:

- (i) any entitlement to notice prescribed in the staff member's contract of employment; or
- (ii) 4 weeks notice.

71.12 In addition to this notice, a staff member over the age of 45 years at the time of the giving of notice and with not less than 2 years continuous service will be entitled to an additional week's notice.

71.13 Where the position is discontinued, the University may make payment in lieu of notice for the whole or part of the notice period.

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

- (i) advises those circumstances to the staff member in writing at the latest time at which the notice would otherwise be required to be given; and
- (ii) gives notice to the staff member at the earliest practicable date thereafter.

Offer of Further Employment

71.15 Other than in exceptional circumstances, at the time of giving the notice required by Clause 71.10 (ii), where that decision is to continue the position with the same or substantially similar duties, the incumbent will be offered further employment in the position provided that:

- (i) the incumbent was employed in that position or a substantially similar position through a competitive and open selection process;
- (ii) the incumbent has performed satisfactorily in that position;
- (iii) where the staff member refuses any reasonable offer of further employment there will be no entitlement to severance pay.

Right to Apply For Conversion to Continuing Employment

71.16 Where further employment is offered under Clause 71.15 and the staff member was employed in the same or substantially similar position through a competitive and open selection process and has performed at a satisfactory level, the staff member may apply for conversion to continuing employment on the same salary and classification.

71.17 Staff who have been employed on a contingent or fixed-term contract for 12 months or more may apply for conversion to continuing employment on the same salary and classification where the staff member was employed in the relevant position through a competitive and open selection process and has performed at a satisfactory level.

71.18 The University may refuse conversion on reasonable grounds.

71.19 The University will determine an application for conversion either by offering conversion to continuing appointment or by rejecting the application, and will provide a written response, including reasons, to the staff member within 8 weeks of the application.

71.20 A staff member must not be engaged and re-engaged nor have their hours reduced in order to avoid any obligation under this clause.

Severance Pay

71.21 Where the staff member seeks to continue the employment, severance pay is payable on the following basis:

- (i) On termination of a contingent contract of employment; or
- (ii) On termination of a fixed term contract of employment where:
 - (a) the staff member is employed on a second or subsequent fixed term contract and the same or substantially similar duties are no longer required by the University; or
 - (b) the staff member is employed on a fixed term contract and the duties performed continue to be required but another person has been appointed, or is to be appointed, to carry out the same or substantially similar duties.

71.22 Severance payments will be calculated on the average number of weekly hours worked for the duration of the contingent, or fixed-term employment.

71.23 The following severance arrangements apply to staff members employed on a fixed-term basis and staff members employed on a contingent basis for 10 years or less.

Length of continuous service	Severance Pay
Less than 1 year	Nil
At least 1 year but less than 2 years	4 weeks
At least 2 years but less than 3 years	6 weeks
At least 3 years but less than 4 years	7 weeks
At least 4 years but less than 5 years	8 weeks
At least 5 years but less than 6 years	10 weeks
At least 6 years but less than 7 years	11 weeks
At least 7 years but less than 8 years	13 weeks
At least 8 years but less than 9 years	14 weeks
At least 9 years but less than 10 years	16 weeks
At least 10 years	12 weeks

71.24 Where a staff member is employed on a contingent employment contract for a period in excess of 10 years, a severance payment based on 2 weeks for every year of continuous service will apply instead of the severance payment set out in Clause 71.23, up to a maximum of 52 weeks.

Deferral of Severance Payment

71.25 Where the University advises a staff member in writing that further employment may be offered within 6 weeks of the expiry of a period of contingent or fixed-term employment, the University may defer payment of severance benefits for a maximum period of 6 weeks from the expiry of the period of fixed-term or contingent employment. Where an offer of employment which is substantially similar is made within this period, no severance payment will be made.

Breaks in Service

- 71.26 For the purpose of this Agreement and for the purpose of determining which provisions under this Agreement apply to contingent and fixed-term staff members:
- (i) Breaks between contingent or fixed-term appointments of up to 2 months will not constitute a break in continuous service.
 - (ii) A break between contingent or fixed-term contracts, where the second or subsequent contingent or fixed-term contract is for the same position, will not constitute a break in service if that break covers the summer period between main semesters.
 - (iii) The lengths of and breaks between contingent or fixed-term contracts will not be structured to avoid obligations with regard to severance payments and superannuation contributions.
- 71.27 Periods of approved unpaid leave will not count for service, but will not constitute breaks in service for the purposes of this clause.

CASUAL EMPLOYMENT

- 71.28 Casual staff members will be paid according to the duties undertaken. Casual rates are described in Schedule 2 – Salary Rates and Allowances for Teachers. These rates include the casual loading.
- 71.29 The University will pay casual staff members within 22 days from submitting a completed valid claim for payment to the appropriate representative as identified by the University to the staff member.

Access to Professional Development

- 71.30 The University will provide casual staff members, other than those employed on an occasional or ad hoc basis, with adequate and appropriate access to professional development opportunities.
- 71.31 Casual Teachers will be paid a minimum of 2 hours for induction / orientation at the appropriate 'casual non-teaching' rate for ELICOS and Newstep Teachers or 'other duties' rate for Community Music Teachers, except for Casual Teachers:
- (i) employed on an occasional or ad hoc basis;
 - (ii) already provided an equivalent payment by the University for such activities within a 12 month period;
 - (iii) where the University directs a staff member to work more than the minimum hours for which payments are provided for in Clause 71.31, or to undertake mandatory training required to perform the role, the staff member will be paid for all work performed at the appropriate rate.

Review of casual employment

- 71.32 The review nominated in Clause 71.9 will include a review of casual staff. The report of the Deputy Vice-Chancellor (Academic) will include recommendations on the utilisation of casual and/or sessional employment.

Casual Staff – Right to Apply for Conversion

- 71.33 Casual staff may apply for conversion to continuing, contingent or fixed-term employment where the staff member has been employed on a regular and systematic basis for either:
- (i) at least an average of 50% of the ordinary weekly hours that would have been worked by a full-time employee during the preceding 12 month period; or
 - (ii) over the immediately preceding period of at least 24 months.
- 71.34 The University may refuse conversion on reasonable grounds.

- 71.35 The University will determine an application for conversion either by offering conversion to a continuing, contingent or fixed-term appointment or by rejecting the application, and will provide a written response, with reasons, to the staff member. An offer of conversion will indicate the hours and pattern of work, which will be consistent with the staff member's casual engagement.
- 71.36 A staff member must not be engaged and re-engaged nor have their hours reduced in order to avoid any obligation under this clause.

72.0 HOURS OF WORK - TEACHERS

- 72.1 Ordinary hours of work for teachers will be 35 hours per week. These hours will be worked within the following span of hours:
- (i) Newstep - 8.00 a.m. to 9.00 p.m. Monday to Friday; and
 - (ii) ELICOS - 9:00 a.m. to 6:00 p.m. Monday to Friday.
- 72.2 The span of hours may be varied by agreement between individual employees and their Director, or after consultation with the Staff Consultative Committee, by agreement with the majority of staff members and their Director.

73.0 DUTIES AND CONTACT HOURS - TEACHERS

- 73.1 Each position should have a position description developed within the context of the work unit, to clearly describe the position's purpose, key functions and relationships, duties, responsibilities, activities and skills required.

ELICOS Duties

- 73.2 Contact hours includes teaching or supervision of students in scheduled: classes; lectures; individual or group tutorials and/or consultations; self access groups; examinations; excursions; study tours; or other teaching activities, including flexibly delivered programs.
- 73.3 Other duties may be considered as contact hours on agreement of the Director and the staff member including but not limited to: preparation of course and learning materials; communication with students and marking of assessment tasks arising from flexibly delivered programs; coordination of courses; Computer Assisted Language Learning; International English Language Testing System; exchange programs; student activities and publications; consultation with academic staff; and meetings.
- 73.4 Duties associated with teaching includes time spent consulting with students on an unscheduled basis, marking, course preparation and administration, attending meetings, curriculum development, developing assessment programs and professional development.

ELICOS Contact Hours

- 73.5 Full-time staff will be required to work up to 820 contact hours per year normally at 20 contact hours per week, with a maximum of 22 contact hours in any week.
- 73.6 The contact hours will be spread over 9, 5-week teaching blocks per annum.
- 73.7 The span of contact hours will not be greater than 7 hours in any one day unless there is mutual agreement between the Director and the staff member.
- 73.8 A Head Teacher will teach a maximum of 10 contact hours each week of each teaching block.
- 73.9 Staff members will not be required to teach more than 5 contact hours per day.

Newstep Duties

- 73.10 Contact hours includes teaching or supervision of students in scheduled: classes; lectures; individual or group tutorials and/or consultations; self access groups; examinations; excursions; study tours; or other teaching activities, including flexibly delivered programs.
- 73.11 Other duties may be considered as contact hours on agreement of the Director and the staff member including but not limited to: preparation of course and learning materials; communication with students and marking of assessment tasks arising from flexibly delivered programs; coordination of courses; consultation with academic staff; and meetings.
- 73.12 Duties associated with teaching includes time spent consulting with students on an unscheduled basis, marking, course preparation and administration, attending meetings, curriculum development, developing assessment programs and professional development.

Newstep Contact Hours

- 73.13 Full-time staff will be required to work up to 700 contact hours per year, normally at 20 contact hours per week, with a maximum of 24 contact hours in any week.
- 73.14 The contact hours will be spread over 3 teaching blocks per annum totalling 46 weeks and will include 5 weeks for examination supervision and 3 weeks professional / curriculum development.
- 73.15 Staff will be required to participate in ancillary teaching duties as required, for a period of up to one week preceding each teaching block. Such duties will include necessary curriculum development, faculty liaison and course integration.
- 73.16 The span of contact hours will not be greater than 8 hours in any day unless there is mutual agreement between the Director and the staff member.
- 73.17 A Head Teacher will teach a maximum of 10 contact hours each week of each teaching block.
- 73.18 Staff members will not be required to teach more than 6 contact hours per day.

Community Music Teachers Duties

- 73.19 Descriptors for Community Music Teachers are set out in Schedule 5 to this Agreement.
- 73.20 Tuition includes single or class instrumental or vocal tuition, or classroom tuition in early childhood music or musicianship, music craft, song writing, or the tuition of an ensemble group and includes duties associated with the delivery of such tuition.
- 73.21 Duties associated with tuition includes time spent consulting with students or parents, lesson preparation, marking or student performance assessment undertaken within the scheduled tuition time, basic administration such as roll maintenance, online pay claims and liaising with administration staff and the Coordinator of Conservatorium and Community Programs and communicating through the University email system.
- 73.22 Other duties includes attendance at approved staff meetings, curriculum development, preparation of additional ensemble material, preparation of Activity Proposals, assessments, supervision of student excursions, tours and concerts approved by the University, or any other duties required to be performed in addition to Clause 73.20 and 73.21. 'Other duties' will reflect workload associated with larger student cohorts in classes and ensembles and/or workload associated with being a coordinator.

74.0 MEAL BREAKS - TEACHERS

- 74.1 An unpaid meal break of not less than thirty minutes and not more than one hour will be allowed for each meal, provided that where staff members are called upon to work any portion of their meal hours such time will count as part of their ordinary working hours. A staff member will not be required to work more than 5 hours without a meal break.

75.0 CLASS SIZES - TEACHERS

- 75.1 Other than for lectures, no ELICOS staff member will be required to teach a class size in excess of 18 students or the maximum allowable by ELICOS National Standards.
- 75.2 Other than for lectures or exceptional circumstances, no Newstep staff member will be required to teach a class size in excess of 25 students.

76.0 QUALIFICATIONS AND RECOGNITION OF SERVICE - TEACHERS

Community Music Teacher Qualifications

- 76.1 A Community Music Teacher will have a degree or diploma from a recognised tertiary institution and/or have equivalent qualifications and/or professional experience.

ELICOS and NEWSTEP Teacher Qualifications

- 76.2 **“3 year trained teacher”** means a teacher with a 3 year teaching qualification or equivalent.

- 76.3 **“4 year trained teacher” means:**

- (i) a teacher with a 4 year degree that includes at least one year of full-time study of education;
or
- (ii) a 3 year degree plus a one year full-time education degree or diploma or such qualification deemed to be equivalent.

- 76.4 **“5 year trained teacher”** means a 4 year trained teacher who has, in addition, a one year full-time qualification in a relevant discipline.

- 76.5 Staff will commence and progress through salary steps as follows:

(i) **ELICOS**

- (a) A 3 year trained teacher without prior service will commence on Step 1 of the scale;
- (b) A 4 year trained teacher without prior service will commence on Step 2 of the scale;
and
- (c) A 5 year trained teacher without prior service will commence on Step 3 of the scale.

(ii) **Newstep**

- (a) A 4 year trained teacher without prior service will commence on Step 1 of the scale.
- (b) A 5 year trained teacher without prior service will commence on Step 2 of the scale.
- (iii) Fixed term, contingent and continuing staff will progress incrementally through their pay scale on an annual basis, subject to satisfactory performance.

Recognition of Prior Service

- 76.6 The University will recognise teaching service, either continuing, fixed term, contingent or casual, at a recognised institution in a field directly related to teaching, on the basis of 1 increment for each year of service, in any of the following recognised institutions:

- (i) ELICOS Institutions and institutions which teach English as a foreign or second language;
- (ii) universities, colleges and tertiary education institutions;
- (iii) primary or secondary schools; or

- (iv) International Foundation Studies institutions.

77.0 ANNUAL LEAVE - TEACHERS

- 77.1 A staff member, other than a casual, accrues annual leave on a daily basis at the rate of 20 working days per annum (full-time rate).
- 77.2 Approval of annual leave, not exceeding accruals, will be by agreement between the staff member and the University.

Payment of Annual Leave

- 77.3 Whilst on annual leave, at the ordinary rate of pay that would have been paid had the staff member not been on leave, excluding any ordinary overtime or penalty rate that would have applied.
- 77.4 On termination accrued annual leave will be paid at the ordinary rate of pay at the date of termination.
- 77.5 In the event of death, payment of accrued annual leave owed to the staff member at the date of death will be paid to the staff member's estate.

Impact of Other Leave

- 77.6 Any period of leave without pay greater than 5 working days within a 12 month period, to be calculated from a staff member's anniversary of employment with the University, will not count as service for the purpose of calculating annual leave.
- 77.7 Annual leave accrued whilst a staff member is on any period of leave on reduced pay will accrue at a proportionate rate calculated in accordance with the fraction that the reduced pay bears to the staff member's ordinary working hours.
- 77.8 Where a staff member on a period of approved annual leave becomes eligible for personal leave because of illness, injury or incapacity, for a period of 1 week or more and produces a satisfactory medical certificate, they will have an equivalent period of annual leave re-credited. This provision does not apply to a staff member on annual leave immediately prior to retirement or resignation.

Direction to Take Leave

- 77.9 The University may direct a staff member to take, at such time as is convenient to the working of the University, annual leave for which the staff member is eligible, but as far as practicable the wishes of the staff member concerned will be taken into consideration when fixing the time for the taking of annual leave.
- 77.10 If a staff member reaches an annual leave accrual of 40 days and a leave plan cannot be agreed upon, the University will direct the staff member to take 10 days annual leave within 1 month of notification by the University.

Annual Leave Loading

- 77.11 Staff members, other than casuals, will be paid an annual leave loading at 17.5% of the ordinary pay multiplied by 4 weeks.
- 77.12 Annual leave loading will be paid each December at the ordinary rate of pay on the date of payment and is subject to retrospective adjustments where a retrospective pay increase is awarded after this date.
- 77.13 Where a staff member commences after 1 December in any year annual leave loading will be paid on a pro rata basis calculated on the completed months of service.
- 77.14 Annual leave loading is payable on termination as follows:

- (i) On termination for any reason, payment is to be calculated on a pro rata basis at the ordinary rate of pay, as at the date of termination.
- (ii) In the event of the death of a staff member, payment is to be calculated on a pro rata basis and at the ordinary rate of pay, as at the date of death. Payment will be made to the staff member's estate.

FORMAL AGREEMENT

Signed



Full Name in block letters: MATTHEW MCGOWAN

Position: General Secretary

Address: Level 1, 120 Clarendon Street, South Melbourne VIC 3205

National Tertiary Education Industry Union (Bargaining Representative on behalf of staff members)

6 December 2018

Signed Christina Crawford CHRISTINA CRAWFORD
Full name in block letters

Position Director, People and Workforce Strategy
University Drive, Callaghan
Address

Signed for and on behalf of The University of Newcastle

Date 6th of December 2018

SCHEDULES**SCHEDULE 1 – SALARY RATES FOR ACADEMIC STAFF****PART A - MINIMUM SALARIES FOR FULL-TIME AND PART-TIME ACADEMIC STAFF**

	Step	Current	1.0% From the start of the first pay period commencing on or after 30/06/18	1.0% From the start of the first pay period commencing on or after 30/09/18	2.0% From the start of the first pay period commencing on or after 30/09/19	2.0% From the start of the first pay period commencing on or after 30/09/20	2.0% From the start of the first pay period commencing on or after 30/09/21
Level A [Associate Lecturer]	1	66,748	67,415	68,089	69,451	70,840	72,257
	2	70,558	71,264	71,977	73,417	74,885	76,383
	3	74,373	75,117	75,868	77,385	78,933	80,512
	4	78,188	78,970	79,760	81,355	82,982	84,642
	5	81,285	82,098	82,919	84,577	86,269	87,994
	6*	84,385	85,229	86,081	87,803	89,559	91,350
	7	87,481	88,356	89,240	91,025	92,846	94,703
	8	90,582	91,488	92,403	94,251	96,136	98,059
Level B [Lecturer]	1	95,351	96,305	97,268	99,213	101,197	103,221
	2	98,929	99,918	100,917	102,935	104,994	107,094
	3	102,501	103,526	104,561	106,652	108,785	110,961
	4	106,080	107,141	108,212	110,376	112,584	114,836
	5	109,653	110,750	111,858	114,095	116,377	118,705
	6	113,231	114,363	115,507	117,817	120,173	122,576
Level C [Senior Lecturer]	1	116,805	117,973	119,153	121,536	123,967	126,446
	2	120,384	121,588	122,804	125,260	127,765	130,320
	3	123,955	125,195	126,447	128,976	131,556	134,187
	4	127,534	128,809	130,097	132,699	135,353	138,060
	5	131,105	132,416	133,740	136,415	139,143	141,926
	6	134,686	136,033	137,393	140,141	142,944	145,803
Level D [Associate Professor]	1	140,644	142,050	143,471	146,340	149,267	152,252
	2	145,407	146,861	148,330	151,297	154,323	157,409
	3	150,176	151,678	153,195	156,259	159,384	162,572
	4	154,943	156,492	158,057	161,218	164,442	167,731
Level E [Professor]		181,170	182,982	184,812	188,508	192,278	196,124

* PhD / Course Coordination point

Clinical Loadings

The University may pay the following loadings to eligible staff:

- (i) A full-clinical loading may be paid to full-time medically qualified academic staff at the level of Lecturer and above in positions where the major proportion of individual responsibilities is for patient care and clinical teaching.
- (ii) A para-clinical loading may be paid to full-time medically qualified academic staff at the level of Lecturer and above in positions where there is a substantial contribution to patient care and clinical teaching.
- (iii) A pre-clinical loading may be paid to all other full-time medically qualified academic staff at the level of Lecturer and above.
- (iv) A dental qualified loading may be paid to academic staff at the level of Lecturer and above employed in a medical school or dental school in the teaching of medical or dental students.

All clinical loadings determined in accordance with the above will be superannuable.

All clinical loadings determined in accordance with the above will be paid to staff members entitled to such loadings during periods of Special Studies Program leave, long service leave and annual leave when leave is taken on service, and will be taken into account in the calculation of statutory entitlements for accrued annual leave on cessation of employment.

Loadings	Current	1.0%	1.0%	2.0%	2.0%	2.0%
		From the start of the first pay period commencing on or after 30/06/18	From the start of the first pay period commencing on or after 30/09/18	From the start of the first pay period commencing on or after 30/09/19	From the start of the first pay period commencing on or after 30/09/20	From the start of the first pay period commencing on or after 30/09/21
Professional Loading	24,554	24,800	25,048	25,549	26,060	26,581
Full Clinical Loading	31,361	31,675	31,992	32,632	33,285	33,951
Para Clinical Loading	20,932	21,141	21,352	21,779	22,215	22,659
Pre Clinical Loading	15,701	15,858	16,017	16,337	16,664	16,997
Dental Qualified Loading	15,701	15,858	16,017	16,337	16,664	16,997

PART B – MINIMUM CASUAL RATES FOR ACADEMIC STAFF**Lecturing**

The term “**lecture**” means an activity whose primary purpose is the presentation and structuring of information, ideas, and/or skills to a class to facilitate student learning. Generally the activity will be described as a Lecture in a course or program outline or in an official timetable issued by the University.

A casual academic required to deliver a lecture (or equivalent delivery through other than face-to-face teaching mode) of a specified duration and relatedly provide directly associated non contact duties in the nature of preparation, contemporaneous marking arising from the lecture and reasonable student consultation will be paid for at a rate for each hour of lecture delivered, according to the following table:

“**Contemporaneous marking**” means marking of course assessment(s) that is wholly undertaken and completed during a scheduled teaching period (e.g. lecture, tutorial or practical session, studio, laboratory, or other teaching session). Marking that is part of formal assessment undertaken and/or completed outside of the lecture, tutorial or practical session, studio, laboratory, or other scheduled teaching session, will be paid according to Schedule 1, Part B – Marking.

	Current	1.0% From the start of the first pay period commencing on or after 30/06/18	1.0% From the start of the first pay period commencing on or after 30/09/18	2.0% From the start of the first pay period commencing on or after 30/09/19	2.0% From the start of the first pay period commencing on or after 30/09/20	2.0% From the start of the first pay period commencing on or after 30/09/21
Casual Loading	25.00%	25.00%	25.00%	25.00%	25.00%	25.00%
Basic Lecture (1 hour of delivery and 2 hours associated working time)	190.23	192.13	194.05	197.93	201.89	205.93
Developed lecture (1 hour of delivery and 3 hours associated working time)	253.63	256.17	258.73	263.90	269.18	274.56
Specialised Lecture (1 hour of delivery and 4 hours associated working time)	317.05	320.22	323.42	329.89	336.49	343.22
Repeat Lecture (1 hour of delivery and 1 hour associated working time)	126.83	128.10	129.38	131.97	134.61	137.30

Tutoring

The term “**tutorial**” means an activity whose primary purpose is the clarification, exploration and reinforcement of subject content presented or accessed (generally through a lecture or equivalent) and includes any educational delivery described as a tutorial in a course outline, or in an official timetable issued by the University.

A casual academic required to deliver or present a tutorial (or equivalent delivery through other than face-to-face teaching mode) of a specified duration and relatedly provide directly associated non contact duties in the nature of preparation, contemporaneous marking and student consultation arising from the tutorial, will be paid at a rate for each hour of tutorial delivered or presented, according to the following table.

	Current	1.0% From the start of the first pay period commencing on or after 30/06/18	1.0% From the start of the first pay period commencing on or after 30/09/18	2.0% From the start of the first pay period commencing on or after 30/09/19	2.0% From the start of the first pay period commencing on or after 30/09/20	2.0% From the start of the first pay period commencing on or after 30/09/21
Casual Loading	25.00%	25.00%	25.00%	25.00%	25.00%	25.00%
Tutorial (1 hour of delivery and 2 hours associated working time)	135.68	137.04	138.41	141.18	144.00	146.88
Tutorial where the duties include full course coordination or where a tutor has doctoral qualification.	162.29	163.91	165.55	168.86	172.24	175.68
Repeat Tutorial (1 hour of delivery and 1 hour associated working time)	90.44	91.34	92.25	94.10	95.98	97.90
Repeat Tutorial where the duties include full course coordination or where a tutor has doctoral qualification.	108.21	109.29	110.38	112.59	114.84	117.14

The hourly rate in a repeat tutorial applies to a second or subsequent delivery of substantially the same tutorial in the same course matter within a period of 7 days, and any marking and student consultation contemporaneous with it.

Musical Accompanist

The term “**musical accompanying with special educational service**” means the provision of musical accompaniment to one or more students or staff in the program of teaching by another staff member in circumstances where the accompanist deploys educational expertise in repertoire development or expression for student concert or examination purposes, but does not include concert accompanying, vocal coaching or musical directing.

For musical accompanying, the casual academic will be paid for each hour of accompanying as well as for one hour of preparation time for each hour of accompanying delivered.

	Current	1.0% From the start of the first pay period commencing on or after 30/06/18	1.0% From the start of the first pay period commencing on or after 30/09/18	2.0% From the start of the first pay period commencing on or after 30/09/19	2.0% From the start of the first pay period commencing on or after 30/09/20	2.0% From the start of the first pay period commencing on or after 30/09/21
Casual Loading	25.00%	25.00%	25.00%	25.00%	25.00%	25.00%
Musical Accompanying, with special educational service, and associated working time assumed. (1 hour of delivery and 1 hour preparation time)	90.44	91.34	92.25	94.10	95.98	97.90
Musical Accompanying with special educational service, and associated working time assumed (1 hour of delivery and 1 hour preparation time), Including full course coordination or, where an accompanist has doctoral qualifications.	108.21	109.29	110.38	112.59	114.84	117.14

Clinical Nurse (Educator)

The term “**undergraduate clinical nurse education**” means the conduct of undergraduate nurse education in a clinical setting.

A Clinical Nurse (Educator) required to provide undergraduate clinical nurse education will be paid for each hour of clinical education delivered, together with directly associated non contact duties in the nature of preparation, contemporaneous marking, and student consultation according to the following table:

	Current	1.0% From the start of the first pay period commencing on or after 30/06/18	1.0% From the start of the first pay period commencing on or after 30/09/18	2.0% From the start of the first pay period commencing on or after 30/09/19	2.0% From the start of the first pay period commencing on or after 30/09/20	2.0% From the start of the first pay period commencing on or after 30/09/21
Casual Loading	25.00%	25.00%	25.00%	25.00%	25.00%	25.00%
Little Preparation Required (1 hour of delivery and 0.5 hours associated working time)	67.87	68.55	69.24	70.62	72.03	73.47
Normal Preparation Time (1 hour of delivery and 1 hour associated working time)	90.44	91.34	92.25	94.10	95.98	97.90
Little Preparation and Course Coordination (1 hour of delivery and 0.5 hours associated working time) including full course coordination or where the clinical nurse educator has a relevant doctoral qualification.	81.14	81.95	82.77	84.43	86.12	87.84
Normal Preparation Time and Course Coordination (1 hour of delivery and 1 hour associated working time) including full course coordination or where the clinical nurse educator has a relevant doctoral qualification.	108.21	109.29	110.38	112.59	114.84	117.14

Marking

All marking other than “contemporaneous marking” (as defined in Schedule 1, Part B), associated with the above classification categories and rates of pay will be paid according to the following table, for each hour worked.

	Current	1.0% From the start of the first pay period commencing on or after 30/06/18	1.0% From the start of the first pay period commencing on or after 30/09/18	2.0% From the start of the first pay period commencing on or after 30/09/19	2.0% From the start of the first pay period commencing on or after 30/09/20	2.0% From the start of the first pay period commencing on or after 30/09/21
Casual Loading	25.00%	25.00%	25.00%	25.00%	25.00%	25.00%
Standard Marking (for each hour worked)	45.23	45.68	46.14	47.06	48.00	48.96
Standard Marking Where the duties include full course coordination, or where a Marker has doctoral qualification (for each hour worked)	54.09	54.63	55.18	56.28	57.41	58.56
Marking , as a supervising examiner, or marking requiring a significant exercise of academic judgment appropriate to a staff member at Level B status (for each hour worked).	63.43	64.06	64.70	65.99	67.31	68.66

Other Required Academic Activity

“Other required academic activity” will include work that a person acting on behalf of the University requires the staff member to perform, and that is performed in accordance with any such requirement, being work of the following nature:

(a) Workshops

The term “**Workshop**” means a structured activity that requires minimal preparation and involves a mix of presentation of information, ideas, skills and guided activities which relate to information / ideas / skills previously presented in a lecture or tutorial, and includes any educational delivery described as a Workshop in a course or unit outline or in an official timetable issued by the University.

(b) **Demonstration / Practical Classes**

The term “**Demonstration / Practical Classes**” means a session requires minimal preparation with the primary purpose of demonstrating skills and supervising a group of students in practising those skills which have generally been presented in a lecture and/or tutorial and includes any educational delivery described as a Demonstration/Practical Class in a course outline or in an official timetable issued by the University

(c) **Student Field Excursions**

(d) **Clinical sessions** other than clinical nurse education;

(e) **Performance and visual art studio sessions;**

(f) **Musical coaching, repititeurship, and musical accompanying** other than with special educational service;

(g) **Activities associated with the coordination of programs;**

(h) **Development of teaching and course materials** such as the preparation of course guides and reading lists and basic activities associated with course coordination;

(i) **Consultation** with students;

(j) **Supervision;**

(k) **Attendance at school and/or faculty meetings as required;**

(l) **Compulsory attendance** at lectures, tutorials, musical accompaniment or clinical nurse education presentation;

(m) **Other** required academic activities.

The above list is not intended to be exhaustive, but is provided by way of examples and guidance.

	Current	1.0% From the start of the first pay period commencing on or after 30/06/18	1.0% From the start of the first pay period commencing on or after 30/09/18	2.0% From the start of the first pay period commencing on or after 30/09/19	2.0% From the start of the first pay period commencing on or after 30/09/20	2.0% From the start of the first pay period commencing on or after 30/09/21
Casual Loading	25.00%	25.00%	25.00%	25.00%	25.00%	25.00%
Other Required Academic Activity (for each hour of activity)	45.23	45.68	46.14	47.06	48.00	48.96
Other Required Academic Activity where the duties include full course coordination, or where the staff member has doctoral qualification (for each hour of activity)	54.09	54.63	55.18	56.28	57.41	58.56

Indigenous Student Support Tutors

	Current	1.0% From the start of the first pay period commencing on or after 30/06/18	1.0% From the start of the first pay period commencing on or after 30/09/18	2.0% From the start of the first pay period commencing on or after 30/09/19	2.0% From the start of the first pay period commencing on or after 30/09/20	2.0% From the start of the first pay period commencing on or after 30/09/21
Casual Loading	25.00%	25.00%	25.00%	25.00%	25.00%	25.00%
Individual Student Tuition Rate (for each hour of activity)	45.23	45.68	46.14	47.06	48.00	48.96
Group Student Tuition Rate (for each hour of activity)	50.23	50.73	51.24	52.26	53.31	54.38

SCHEDULE 2 - SALARY RATES AND ALLOWANCES FOR TEACHERS**PART A – MINIMUM SALARIES FOR FULL-TIME AND PART-TIME TEACHERS****2.1 ELICOS SALARIES PAYABLE**

Classification	Step	Current	1.0% From the start of the first pay period commencing on or after 30/06/18	1.0% From the start of the first pay period commencing on or after 30/09/18	2.0% From the start of the first pay period commencing on or after 30/09/19	2.0% From the start of the first pay period commencing on or after 30/09/20	2.0% From the start of the first pay period commencing on or after 30/09/21
Head Teacher	01	101,134	102,145	103,166	105,229	107,334	109,481
	02	103,031	104,061	105,102	107,204	109,348	111,535
	03	104,959	106,009	107,069	109,210	111,394	113,622
Teacher	01	62,046	62,666	63,293	64,559	65,850	67,167
	02	65,416	66,070	66,731	68,066	69,427	70,816
	03	68,784	69,472	70,167	71,570	73,001	74,461
	04	72,159	72,881	73,610	75,082	76,584	78,116
	05	75,534	76,289	77,052	78,593	80,165	81,768
	06	78,901	79,690	80,487	82,097	83,739	85,414
	07	82,271	83,094	83,925	85,604	87,316	89,062
	08	85,641	86,497	87,362	89,109	90,891	92,709
	09	89,011	89,901	90,800	92,616	94,468	96,357
	10	92,386	93,310	94,243	96,128	98,051	100,012

2.2 NEWSTEP SALARIES PAYABLE

Classification	Step	Current	1.0% From the start of the first pay period commencing on or after 30/06/18	1.0% From the start of the first pay period commencing on or after 30/09/18	2.0% From the start of the first pay period commencing on or after 30/09/19	2.0% From the start of the first pay period commencing on or after 30/09/20	2.0% From the start of the first pay period commencing on or after 30/09/21
Head Teacher	01	101,134	102,145	103,166	105,229	107,334	109,481
	02	103,031	104,061	105,102	107,204	109,348	111,535
	03	104,959	106,009	107,069	109,210	111,394	113,622
Teacher	01	66,746	67,413	68,087	69,449	70,838	72,255
	02	69,566	70,262	70,965	72,384	73,832	75,309
	03	73,324	74,057	74,798	76,294	77,820	79,376
	04	77,086	77,857	78,636	80,209	81,813	83,449
	05	79,908	80,707	81,514	83,144	84,807	86,503

Classification	Step	Current	1.0% From the start of the first pay period commencing on or after 30/06/18	1.0% From the start of the first pay period commencing on or after 30/09/18	2.0% From the start of the first pay period commencing on or after 30/09/19	2.0% From the start of the first pay period commencing on or after 30/09/20	2.0% From the start of the first pay period commencing on or after 30/09/21
	06	83,671	84,508	85,353	87,060	88,801	90,577
	07	87,428	88,302	89,185	90,969	92,788	94,644
	08	90,251	91,154	92,066	93,907	95,785	97,701
	09	94,008	94,948	95,897	97,815	99,771	101,766

PART B – MINIMUM CASUAL RATES FOR TEACHERS**2.3 ELICOS CASUAL RATES**

	Current	1.0% From the start of the first pay period commencing on or after 30/06/18	1.0% From the start of the first pay period commencing on or after 30/09/18	2.0% From the start of the first pay period commencing on or after 30/09/19	2.0% From the start of the first pay period commencing on or after 30/09/20	2.0% From the start of the first pay period commencing on or after 30/09/21
Casual Loading	25.00%	25.00%	25.00%	25.00%	25.00%	25.00%
Casual Contact Teaching Rate (1 contact hour and 1 hour duties associated with teaching)	90.57	91.48	92.39	94.24	96.12	98.04
Casual Non-Teaching Rate (per hour worked)	45.28	45.73	46.19	47.11	48.05	49.01

2.4 NEWSTEP CASUAL RATES

	Current	1.0% From the start of the first pay period commencing on or after 30/06/18	1.0% From the start of the first pay period commencing on or after 30/09/18	2.0% From the start of the first pay period commencing on or after 30/09/19	2.0% From the start of the first pay period commencing on or after 30/09/20	2.0% From the start of the first pay period commencing on or after 30/09/21
Casual Loading	25.00%	25.00%	25.00%	25.00%	25.00%	25.00%
Casual Contact Teaching Rate (1 contact hour and 2 hours duties associated with teaching)	119.01	120.20	121.40	123.83	126.31	128.84
Casual Non-Teaching Rate (per hour worked)	59.51	60.11	60.71	61.92	63.16	64.42

- 2.4.1 Any duties that a casual Newstep staff member is required to perform in addition to or separate from teaching for which the Contact Teaching Rate is paid, will be paid at the Casual Non-Teaching Rate. These duties may include: setting and/or marking of subject or course-wide examinations, essays or assessment tasks; activities associated with the coordination of subjects; attendance at meetings; curriculum development; developing assessment programs; and preparation of substantial subject guides or reading lists.
- 2.4.2 Where a casual staff member is required to teach students in the course of an excursion or study tour, these hours will be paid at the appropriate contact hour or tuition rate. All other hours worked will be paid at the appropriate non-teaching rate for ELICOS, and Newstep, or for Community Music Teachers the other duties rate. Where a staff member is required to work outside the span of hours identified in Hours of Work - Teachers – Clause 72, overtime rates will be paid.

2.5 COMMUNITY MUSIC TEACHERS CASUAL RATES

	Current	1.0% From the start of the first pay period commencing on or after 30/06/18	1.0% From the start of the first pay period commencing on or after 30/09/18	2.0% From the start of the first pay period commencing on or after 30/09/19	2.0% From the start of the first pay period commencing on or after 30/09/20	2.0% From the start of the first pay period commencing on or after 30/09/21
Casual Loading	25.00%	25.00%	25.00%	25.00%	25.00%	25.00%
Tuition * (1 tuition hour and up to 1 hour of duties associated with tuition)	76.54	77.31	78.08	79.64	81.23	82.85
Other Duties ** (per hour worked)	38.29	38.67	39.06	39.84	40.64	41.45
Musical Accompaniment *** (1 accompaniment hour and 1 hour duties associated with accompaniment)	76.54	77.31	78.08	79.64	81.23	82.85
Musical Accompaniment and Other Duties **** (per hour worked)	38.29	38.67	39.06	39.84	40.64	41.45

*****Tuition** includes single or class instrumental or vocal tuition, or classroom tuition in early childhood music or musicianship, music craft, song writing, or the tuition of an ensemble group and includes duties associated with the delivery of such tuition.

*****Duties associated with tuition** includes time spent consulting with students or parents, lesson preparation, marking or student performance assessment undertaken within the scheduled tuition time, basic administration such as roll maintenance, online pay claims and liaising with administration staff and the Coordinator of Conservatorium and Community Programs and communicating through the University email system.

******Other duties** includes attendance at approved staff meetings, curriculum development, preparation of additional ensemble material, preparation of Activity Proposals, assessments, supervision of student excursions, tours and concerts approved by the University, or any other duties required to be performed in addition to Clause 73.20 and 73.21. 'Other duties' will reflect workload associated with larger student cohorts in classes and ensembles and/or workload associated with being a coordinator.

*** **Musical Accompaniment** where the accompanist is required to accompany students in public concerts and studio recitals authorised by the University, the rate of pay will recognise preparation, rehearsal and performance. For Performance of major works requiring considerable preparation and/or performance time, payment for additional hours are to be decided by the Director.

**** **Musical Accompaniment and Associated Duties** (involves playing for rehearsals of choirs or other ensembles, where directed by the University).

PART C - ALLOWANCES AND ROLES FOR TEACHERS**2.6 Program Convenor Allowance**

Program Convenor Rate = Head Teacher Rate + Loading	Current	1.0% From the start of the first pay period commencing on or after 30/06/18	1.0% From the start of the first pay period commencing on or after 30/09/18	2.0% From the start of the first pay period commencing on or after 30/09/19	2.0% From the start of the first pay period commencing on or after 30/09/20	2.0% From the start of the first pay period commencing on or after 30/09/21
Loading - \$ per year	7,880	7959	8039	8200	8364	8531

2.7 The Deputy Program Convenor role is paid at the Head Teacher rate**2.8 First Aid Allowance**

When a staff member is appointed by the University to be responsible for first-aid facilities, injury records and providing first-aid to other staff members and/or students, that staff member will be paid an allowance at the rate of \$17.75 per week as varied from time to time, during the period of appointment provided that the staff member possesses a current first-aid certificate of the St. John Ambulance Association or an equivalent first-aid qualification.

**SCHEDULE 3 - THE UNIVERSITY OF NEWCASTLE POSITION CLASSIFICATION STANDARDS -
ACADEMIC STAFF**

These classification standards describe the broad categories of responsibilities attached to academic staff at different levels. The standards are not exhaustive of all tasks in academic employment which is, by its nature, multi-skilled and involves an overlap of duties between levels. The standards provide an adequate basis to differentiate between the various levels of employment and define the broad relationships between classifications. The diversity of functions such as teaching, research, community service, participation in professional activities and participation in the academic planning and governance of the University may require flexibility and future review.

Level A

General Standard

A Level A academic is expected to make contributions to the teaching effort of the University, particularly at undergraduate and graduate diploma level and to carry out activities to develop their scholarly, research and/or professional expertise relevant to the profession or discipline.

Specific Duties

Specific duties required of a Level A academic may include:

- the conduct of tutorials, practical classes, demonstrations, workshops, student field excursions, clinical sessions and/or studio sessions;
- the preparation and delivery of lectures and seminars provided that skills and demonstrate this capacity;
- the conduct of research;
- involvement of professional activity;
- consultation with students marking and assessment primarily connected with courses in which the academic teaches;
- production of teaching materials for students for whom the academic has responsibility;
- development of course material with appropriate guidance from the course or program coordinator;
- limited administrative functions primarily connected with courses in which the academic teaches;
- acting as course coordinators provided that skills and experience demonstrate this capacity;
- attendance at departmental and/or faculty meetings and/or membership of a limited number of Committees.

A Level A academic will not be required to teach primarily in courses which are offered only at Masters level or above.

A Level A academic will work with support and direction from academic staff members classified at Level B and above and with an increasing degree of autonomy as the academic gains in skill and experience.

The most complex levels of course coordination should not be carried out by a Level A academic.

Skill Base

A Level A academic will normally have completed 4 years of tertiary study in the relevant discipline and/or have equivalent qualifications and/or professional experience. In many cases a position at this level will require an honours degree or higher qualification, an extended professional degree, or a 3 year degree with a postgraduate diploma. In determining experience relative to qualifications, regard is had to teaching experience, experience in research, experience outside tertiary education, creative achievement, professional contributions and/or contributions to technical achievement.

Level B

General Standard

A Level B academic is expected to make contributions to the teaching effort of the University and to carry out activities to maintain and develop their scholarly, research and/or professional activities relevant to the profession or discipline.

Specific Duties

Specific duties required of a Level B academic may include:

- the conduct of tutorials, practical classes, demonstrations, workshops, student field excursions, clinical sessions and studio sessions.
- initiation and development of course material.
- acting as course coordinators;
- the preparation and delivery of lectures and seminars;
- supervision of the program of study of honours students or of postgraduate students engaged in program work;
- supervision of major honours or postgraduate research projects;
- the conduct of research;
- involvement in professional activity;
- development of program material with appropriate advice from and support of more senior staff members;
- marking and assessment;
- consultation with students;
- a range of administrative functions the majority of which are connected with the courses in which the academic teaches;
- attendance at departmental and/or faculty meetings and/or membership of a number of committees.

Skill Base

A Level B academic will have qualifications and/or experience recognised by the University as appropriate for the relevant discipline area. In many cases a position at this level will require a doctoral or masters qualification or equivalent accreditation and standing. In determining experience relative to qualifications, regard is had to teaching experience, experience in research, experience outside tertiary education, creative achievement, professional contributions and/or to technical achievement.

Level C

General Standard

A level C academic is expected to make significant contributions to the teaching effort of a department, school, faculty or other organisational unit or an interdisciplinary area. An academic at this level is also expected to play a major role in scholarship, research and/or professional activities.

Specific Duties

Specific duties required of a Level C academic may include:

- the conduct of tutorials, practical classes, demonstrations, workshops, student field excursions, clinical sessions and studio sessions;
- initiation and development of program material;
- program coordination;
- the preparation and delivery of lectures and seminars;
- supervision of major honours or postgraduate research projects;
- supervision of the program of study of honours students and of postgraduate students engaged in program work;
- the conduct of research;
- significant role in research projects including, where appropriate, leadership of a research team;
- involvement in professional activity;
- consultation with students;
- broad administrative functions;
- marking and assessment;
- attendance at departmental and/or faculty meetings and a major role in planning or committee work.

Skill Base

A Level C academic will normally have advanced qualifications and/or recognised significant experience in the relevant discipline area. A position at this level will normally require a doctoral qualification or equivalent accreditation and standing. In determining experience relative to qualifications, regard will be had to teaching experience, experience in research, experience outside tertiary education, creative achievement, professional contributions and/or to technical achievement. In addition a position at this level will normally require a record of demonstrable scholarly and professional achievement in the relevant discipline area.

Level D

General Standard

A Level D academic is expected to make a significant contribution to all activities of the organisational unit or interdisciplinary area and play a significant role within their profession or discipline. Academics at this level may be appointed in recognition of distinction in their disciplinary area.

Specific Duties

Specific duties required of a Level D academic may include:

- the conduct of tutorials, practical classes, demonstrations, workshops, student field excursions, clinical sessions and studio sessions;
- the development of and responsibility for curriculum/programs of study;
- program coordination;
- the preparation and delivery of lectures and seminars;
- supervision of major honours or postgraduate research projects;
- supervision of the program of study of honours students and of postgraduate students engaged in program work;
- the conduct or research including, where appropriate, leadership of a large research team;
- significant contribution to the profession and/or discipline;
- high level administrative functions;
- consultation with students;
- marking and assessment;
- attendance at departmental and faculty meetings.

Skill Base

A Level D academic will normally have the same skill base as a Level C academic. In addition there is a requirement for academic excellence which may be evidenced by an outstanding contribution to teaching and/or research and/or the profession.

Level E

General Standard

A Level E academic is expected to exercise a special responsibility in providing leadership and in fostering excellence in research, teaching, professional activities and policy development in the academic discipline within the department or other comparable organisational unit, within the University and within the community, both scholarly and general.

Specific Duties

Specific duties required of a Level E academic may include:

- provision of a continuing high level of personal commitment to, and achievement in, a particular scholarly area;
- the conduct of research;
- fostering the research of other groups and individuals within the department or other comparable organisational unit and within the discipline and within related disciplines;
- development of research policy;
- supervision of the program of study of honours students or of postgraduate students engaged in program work;
- supervision of major honours or postgraduate research projects;
- making a distinguished personal contribution to teaching at all levels;
- the conduct of tutorials, practical classes, demonstrations, workshops, student field excursions, clinical sessions and studio sessions;
- the preparation and delivery of lectures and seminars;
- consultation with students;
- marking and assessment;
- playing an active role in the maintenance of academic standards and in the development of educational policy and of curriculum areas within the discipline;
- developing policy and being involved in administrative matters within the department or other comparable organisational unit and within the University; participating in and providing leadership in community affairs, particularly those related to the discipline, in professional, commercial and industrial sectors where appropriate.

Skill Base

A Level E academic will have the same skill base as a Level D academic but will be recognised as a leading authority in the relevant discipline area.

SCHEDULE 4 – ACADEMIC WORK COMPONENTS - ACADEMIC STAFF

The following components of academic work are indicative of activities that can inform the development of Academic Work Allocation Models (AWAMs). The list of work components is not intended to be exhaustive or prescriptive, and aligns with *The University of Newcastle Position Classification Standards* and the *Performance Expectations Framework for Academic Staff*, which outline the duties and performance requirements of staff by academic level.

RESEARCH AND INNOVATION

Research and innovation related activities include but are not limited to:

- Developing and submitting funding proposals for research projects
- Obtaining competitive external grants (Category 1-4)
- Consultancies and projects with industry
- Developing links with industry, government and NGOs to facilitate knowledge exchange and translation
- Conduct of research projects (funded and unfunded) and engaging in the discovery or application of new knowledge
- Generation of peer reviewed, quality research outputs (traditional and non-traditional) suitable for inclusion in Excellence in Research for Australia (ERA) and Higher Education Research Data Collection (HERDC)
- Supervising Research Higher Degree (RHD) students to successful and timely completion
- Undertaking PhD study
- Promoting research outcomes through conference presentations, invited addresses, performance, media interviews, articles and reports
- Research-related leadership
- Editing journals or books, curating exhibitions and directing performances
- Refereeing, examining or reviewing grant proposals, journal articles and theses
- Staff development for research and scholarly activity
- Organising research workshop and seminars
- Approved travel associated with research work
- Invitations to present keynote addresses at international conferences
- Research that has had a measureable impact on policy and practice within the wider community
- Membership of journal editorial boards

TEACHING AND LEARNING

Teaching and learning (face-to-face, online, blended, and condensed) and related activities include but are not limited to:

- Preparation of teaching materials and teaching-related administration duties
- Course coordination responsibilities, including supervision of teaching staff
- Development of new curriculum material, teaching materials and learning resources
- Delivery of lectures, tutorials, seminars, workshops, etc.
- Marking student assignments and examinations
- Checking for plagiarism and moderation activities
- Quality assurance
- Student supervision other than RHD student supervision (e.g. work-integrated learning; fieldwork/placement supervision; end-on honours projects)
- Involvement in discipline/program reviews and accreditation activities
- Program convening responsibilities
- Development of flexible modes of delivery
- Proficient use of technology-enabled learning approaches
- Student consultation (face-to-face and online) and student support activities
- Scholarly reading and professional development activities to maintain currency of teaching and the application of research-integrated and work-integrated learning approaches
- Contribution to the benchmarking of learning outcomes through internal and external calibration and moderation processes
- Preparation of teaching related grants and scholarship
- Offshore teaching
- Evaluation of teaching, curricula and student outcomes
- Travel associated with teaching (e.g. inter-campus travel from the home campus)

SERVICE AND ENGAGEMENT

Service and engagement related activities include but are not limited to:

- Leadership of an academic unit or discipline
- Leadership in a specific field of governance
- Service in the conduct of research within and/or external to the University including giving feedback on and assessing grant applications and examining theses
- Undertaking courses to obtain or maintain appropriate professional currency and qualifications
- Service to the discipline/industry/profession – for example by reviewing academic publications, convening academic conferences
- Service in community engagement – by way of involvement in the education or governance of community organisations or corporations relevant to the discipline or practitioner societies
- Service to the teaching function, such as participating in teaching seminars, undertaking peer reviews of teaching, being on School teaching and learning committees etc.
- Service to supporting the student experience, such as first year advising, student advising, coordinating Work Integrated Learning (WIL), coordinating student mentoring programs
- Service in administration – via involvement in University committees and governance structures at all levels (School/Faculty/University)
- Participation in student recruitment activities
- Service in supervision of other staff
- Involvement in mentoring of other staff
- Attendance at University, Faculty and School events
- Participation in service and engagement activities relevant to discipline/profession expertise (e.g. media commentary)
- Contribution to the professional/discipline communities through participation in external professional associations

SCHEDULE 5 – COMMUNITY MUSIC TEACHER DESCRIPTORS - TEACHERS

These classification descriptors describe the broad categories of responsibilities attached to teaching staff in different categories.

- Single Study Conservatorium Teacher
- Musicianship, Theory, Composition, Music Craft, Song Writing, Music Technology, Conservatorium Teacher
- Ensemble Conservatorium Teacher
- Early Childhood Music conservatorium Teacher

DESCRIPTOR – SINGLE STUDY CONSERVATORIUM TEACHER

GENERAL STANDARD

The position of Single Study Conservatorium Teacher will normally involve preparation, teaching, administration and reporting. Staff members are required to work as part of a team of teachers reporting to the Coordinator of Conservatorium and Community Programs.

SPECIFIC DUTIES

1. Preparation

Undertake preparation including the promotion of Conservatorium study; design of study programs in association with other teachers; maintain and improve teaching knowledge, pedagogy and repertoire; maintain performance skills; organise studio recitals and record backing tapes.

2. Teaching

Undertake teaching tasks including demonstration, tuition and support for students; provide accompaniment where required and prepare students for examinations, eisteddfods, auditions and performances; complete and monitor lesson workbooks and progress diaries.

3. Administration

Undertake administrative tasks including schedule of available hours; liaise with potential students, parents, administrative staff, other teachers, technical staff and the Coordinator of Conservatorium and community Programs; maintenance of student rolls and submission of online pay claims as well as communicate through the University email system.

SKILL BASE

- Appropriate tertiary qualifications
- Appropriate professional experience
- Advanced teaching skills
- Relevant Musicianship, Music Craft and/or Song Writing skills
- Ability to liaise with students, parents, staff, outside organisations and supervisor
- Administrative skills

DESCRIPTOR – MUSICIANSHIP, THEORY, COMPOSITION, MUSIC CRAFT, SONG WRITING, MUSIC TECHNOLOGY CONSERVATORIUM TEACHER

GENERAL STANDARD

Musicianship, Theory, Composition, Music Craft, Song Writing, Music Technology teaching will involve preparation, teaching, marking, and administration and reporting. Staff members are required to work as part of a team of teachers reporting to the Coordinator of Conservatorium and Community Programs.

SPECIFIC DUTIES

1. Preparation

Undertake preparation to teach including: the formulation and preparation of work sheets; research and preparation of recorded examples; the formulation and production of assessments and the monitoring and design of teaching with other staff to facilitate and accommodate individual student's progress.

2. Teaching

Undertake teaching tasks including: demonstration; set appropriate standards; supervision; provide encouragement and set tasks and homework for students; prepare students for examinations; complete and monitor lesson workbooks and resource sheets

3. Marking

Undertake marking as required by the teaching modes.

4. Administration

Undertake administrative tasks including: schedule of available hours; liaise with potential students, parents, professional staff, technical staff, teaching staff and the Coordinator of Conservatorium and Community Programs; maintenance of student rolls and submission of online pay claims as well as communicate through the University email system; where appropriate assist with the provision of material and guidance in enrolment and examination procedures including AMEB and Trinity College of Music and assist with the formulation of curriculum and syllabus development.

SKILL BASE

- Appropriate tertiary qualifications
- Appropriate professional experience
- Advanced teaching skills
- Relevant Musicianship, Music Craft and/or Song Writing skills
- Ability to liaise with students, parents, staff, outside organisations and supervisor
- Administrative skills

DESCRIPTOR – ENSEMBLE CONSERVATORIUM TEACHER

GENERAL STANDARD

Ensemble presentation will involve preparation, teaching, assessment, administration and reporting. Staff members would work with other teachers reporting to the Coordinator of Conservatorium and Community programs.

SPECIFIC DUTIES

1. Preparation

Undertake preparation to teach including: the formulation and preparation of scores and parts; research and preparation of recorded examples; formulation, scheduling and facilitation of rehearsals and performance including appropriate documentation; monitor programs to facilitate student's progress within the ensemble program,

2. Teaching

Undertake teaching tasks including planned, balanced rehearsals, set appropriate standards; supervision; provide encouragement, specific learning objectives and an interesting and disciplined rehearsal environment; prepare students for concerts and performances.

3. Assessment

Undertake assessment of the ensemble as a group as required.

4. Administration

Undertake administrative tasks including schedule of available hours; liaise with potential students, parents, professional staff, technical staff, teaching staff and the Coordinator of Conservatorium and Community Programs; maintenance of student rolls and submission of online pay claims as well as communicate through the University email system ; organise the ensembles diary of activities and concerts; liaise with the Conservatorium Events manager, Band Association and affiliated organisations; facilitate the purchase of new material; assist with maintenance of the music library; monitor enrolments; provide advice for new membership and attend staff meetings as required.

SKILL BASE

- Appropriate tertiary qualifications.
- Appropriate professional experience
- Advanced teaching skills.
- Relevant Musicianship, Music Craft and Song Writing skills.
- Ability to liaise with students, parents, staff, outside organisations and supervisor.
- Administrative skills.

DESCRIPTOR – EARLY CHILDHOOD MUSIC CONSERVATORIUM TEACHER

GENERAL STANDARD

The position of Early Childhood Music Teacher will involve preparation, teaching, assessment, and administration. Staff members are required to work as part of a team reporting to the Coordinator of Conservatorium and Community Programs.

SPECIFIC DUTIES

1. Preparation

Undertake preparation to teach including: the setting of goals for various age groups; formulation and preparation of repertoire for individual groups; research, prepare and write material to suit various groups; write weekly lesson plans; provide teaching aids; prepare audio recorded examples; maintain pedagogy, design of teaching with other staff to facilitate the Early Childhood Music (ECM) program.

2. Teaching

Undertake teaching tasks including classes for 2 to 3 year olds, with adults present; provide smooth separation of 4 year olds from carers; develop competency of 5 to 8 year olds; address special needs of individual children; maintain ongoing program evaluation; participate in open days; provide demonstration lessons and develop appropriate standards; supervision; provide encouragement, set specific learning objectives in an interesting and fun environment; prepare students for concerts and performances.

3. Administration

Undertake administrative tasks including schedule of available hours; liaise with potential students, parents, administrative staff, technical staff, teaching staff and the Coordinator of Conservatorium and Community Programs, maintenance of student rolls and submission of online pay claims as well as communicate through the University email system; organise the weekly lesson plans; facilitate the purchase of new material; supervision and maintenance of ECM equipment; photocopy worksheets, assist with staging and organise transportation of instruments, monitor enrolments and attend staff meetings as required.

SKILL BASE

- Appropriate tertiary qualifications.
- Appropriate professional experience
- Advanced teaching skills.
- Relevant Musicianship, Music Craft and Song Writing skills.
- Ability to liaise with students, parents, staff, and outside organisations and supervisor.
- Administrative skills.

IN THE FAIR WORK COMMISSION

FWC Matter No.: AG2018/6870 – The University of Newcastle Academic Staff and Teachers Enterprise Agreement 2018

6 March, 2019

Applicant: The University of Newcastle

Section 185 – Application for approval of a single enterprise agreement

Undertaking- Section 190

I, **Christina Crawford, Director, People and Workforce Strategy** for the **University of Newcastle** give the following undertakings with respect to **the University of Newcastle Academic Staff and Teachers Enterprise Agreement 2018** ("the Agreement"):

1. I have the authority given to me by **the University of Newcastle** to provide this undertaking in relation to the application before the Fair Work Commission.

2. **Clause 67.0 Overtime - Teachers**

The University agrees to make an undertaking with respect to payment of accrued Time Off In Lieu of Overtime (TOIL) on termination at the relevant overtime rate.

3. **Minimum Engagement Period – Casual Staff**

The University agrees to make an undertaking that the minimum engagement for casual staff under the Agreement will be 2 hours.

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



Signature

6 March, 2019

Date

