



DECISION

Fair Work Act 2009

s.185 - Application for approval of a single-enterprise agreement

The University of Newcastle
(AG2026/2129)

THE UNIVERSITY OF NEWCASTLE PROFESSIONAL STAFF ENTERPRISE AGREEMENT 2026

Educational services

COMMISSIONER CRAWFORD

NEWCASTLE, 26 AUGUST 2026

Application for approval of The University of Newcastle Professional Staff Enterprise Agreement 2026

[1] An application has been made for approval of an enterprise agreement known as *The University of Newcastle Professional Staff Enterprise Agreement 2026* (**Agreement**). The Application was made by the University of Newcastle pursuant to s.185 of the *Fair Work Act 2009* (**FW Act**). The Agreement is a single enterprise agreement.

[2] I am satisfied that each requirement of ss186, 187 and 188 of the FW Act as are relevant to this application for approval have been met.

[3] Noting clause 3.1 of the Agreement, I am satisfied that the more beneficial entitlements of the NES in the FW Act will prevail where there is an inconsistency between the Agreement and the NES.

[4] The National Tertiary Education Industry Union (**NTEU**) and the CPSU, the Community and Public Sector Union (**CPSU**) lodged Form F18 statutory declarations giving notice under s.183 of the FW Act that they want the Agreement to cover them. In accordance with s.201(2) of the FW Act, I note the Agreement covers the NTEU and the CPSU.

[5] The Agreement is approved and will operate from seven days after approval in accordance with s.54 of the FW Act. The nominal expiry date of the Agreement is 1 September 2029.



COMMISSIONER

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THE UNIVERSITY OF NEWCASTLE

PROFESSIONAL STAFF

ENTERPRISE AGREEMENT

2026



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PART 1 - APPLICATION AND OPERATION

1. Application

1.1 This **Agreement** applies to and is binding on:

- (a) **Professional staff**, except for Directors or equivalent and Associate Directors or equivalent where the pay rate is more than **HEW Level 10 + 25%**;
- (b) the **University**;
- (c) the **CPSU**; and
- (d) the **NTEU**

(herein referred to as "the parties").

2. Duration of the Agreement

2.1 This **Agreement** will come into operation 7 days after it is approved by the Fair Work Commission.

2.2 The nominal expiry date of the **Agreement** is 1 September 2029.

3. Operation of the Agreement

3.1 If this **Agreement** provides a benefit or entitlement that is less beneficial for the staff concerned than the National Employment Standards (**NES**), then the **NES** will prevail to the extent of the inconsistency.

3.2 Unless specifically indicated, nothing in this **Agreement** will be taken as incorporating as a term of this **Agreement** any policy, procedure, guideline, or other administrative arrangements.

3.3 If, prior to this **Agreement** coming into operation, any of the parties had commenced a process under the **2023 Agreement**, then the parties will either continue to apply that process in accordance with the relevant terms of the **2023 Agreement** until it is concluded or may instead agree in writing to apply the relevant terms of this **Agreement**, in accordance with [SCHEDULE 1 – TRANSITIONAL ARRANGEMENTS](#).

3.4 Three (3) months prior to the nominal expiry date of this **Agreement**, the **University** will initiate discussions with staff **Representatives** on arrangements for the negotiation of a replacement agreement. Bargaining for a replacement agreement will commence no later than the nominal expiry date of this **Agreement**.

4. Availability of the Agreement

4.1 The **Agreement** will be made available to staff members including electronically and in hard copy, where requested by a staff member.

5. Definitions

5.1 Terms used in this **Agreement** appearing in bold text are defined below.

5.2 Terms identified with an “*” are terms of general reference and have the meaning defined below, whether or not appearing in bold text in this **Agreement**.

2023 Agreement means *The University of Newcastle Professional Staff Enterprise Agreement 2023*.

abandonment of employment is 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**.

Act means the *Fair Work Act 2009* (Cth).

Agreement means *The University of Newcastle Professional Staff Enterprise Agreement 2026*.

Apprentice means a **Professional Staff** member who is party to an apprenticeship contract with the **University** and includes a staff member who is employed as an apprentice but in respect of whom an apprentice contract is not yet in force. 'Adult apprentice' means an apprentice who is over 21 years of age.

campus means **University** campuses and locations, including Callaghan, Newcastle City, Central Coast, Sydney, and regional offices.

Casual Employment has the meaning given in section 15A of the **Act** as amended from time to time. A casual staff member will be paid a 25% casual loading, which is paid as compensation for a casual staff member having no entitlement to the following benefits under this **Agreement** or under the **NES**:

- (a) paid annual leave;
- (b) paid personal / carer's leave;
- (c) other forms of paid leave provided under this **Agreement** (other than long service leave) or the **NES**;
- (d) payment for absence on a **Public Holiday** or **University Holiday**;
- (e) payment in lieu of notice of termination; and
- (f) redundancy (or severance) pay.

categories of merit for the purpose of conversion applications under clause 14.2(b) (Conversion from Fixed -Term Employment), means an assessment of a staff member's:

- (a) skills and knowledge;
- (b) competencies;
- (c) qualifications;
- (d) leadership capabilities; and
- (e) previous experience.

child for the purpose of clause 39 (Parental and surrogacy leave) and [SCHEDULE 9 – PARENTAL LEAVE PROCEDURE](#) means:

- (a) in relation to birth-related leave, a child (or children from a multiple birth) of the staff member or the staff member's spouse or **partner**; or
- (b) in relation to adoption or fostering related leave, a child (or children) who will be placed with a staff member, and:
 - (i) who is, or will be, not older than 5 years as at the **day of placement**, or the expected **day of placement**;
 - (ii) has not, or will not have, lived continuously with the staff member for a continuous period of 6 months or more as at the **day of placement**, or the expected **day of placement**; and
 - (iii) is not a child or stepchild of the staff member or the staff member's partner.

Contingent Employment means employment that is substantially funded by **Contingent 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, or ill-health and incapacity (in which case the procedures and notice in [SCHEDULE 2 – MANAGING PROBATION PROCEDURE](#), [SCHEDULE 11 – MANAGING UNDERPERFORMANCE PROCEDURE](#), [SCHEDULE 12 – MANAGING MISCONDUCT / SERIOUS MISCONDUCT PROCEDURE](#), [SCHEDULE 13 – RESEARCH CODE BREACH PROCEDURE](#), [SCHEDULE 15 – MANAGING ILL-HEALTH AND INCAPACITY PROCEDURE](#) apply), or by the occurrence of the contingency.

Contingent Funding means funding external to the **University** but not funding that is part of an operating grant from government.

Continuing Employment means all employment that is not **Contingent Employment**, **Fixed Term Employment**, or **Casual Employment**, and for which there is no set date for the employment to cease.

continuous service for the purposes of clause 38 (Long service leave) has the meaning given to it in the applicable long service leave legislation (e.g. 4(11)(a) and (a1)) of the **LSL Act** as varied or replaced from time to time) and incorporates breaks in service recognised in accordance with clauses 38.10(a) and 38.10(b) and any periods of prior service recognised in accordance with clauses 38.5 and 38.6.

CPSU means the Community and Public Sector Union.

day of placement for the purpose of clause 39 (Parental and surrogacy leave) and [SCHEDULE 9 – PARENTAL LEAVE PROCEDURE](#) means the date of which the staff member first takes custody or becomes the guardian or permanent carer of the child for adoption or fostering.

day worker means a **Professional Staff** member whose ordinary hours of work are worked between 7:00am to 7:00pm, Monday to Friday.

delegate means a person to whom or to which a delegation has been made in accordance with the *University of Newcastle Delegation of Authority Policy*.

domestic and family violence and abuse refers to acts of violence and abuse 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 and any other definition as provided for by the *Crimes (Domestic and Family Violence) Act 2007* (NSW) or as amended.

exceptional circumstances for the purpose of clause 34.9 (Annual leave) means circumstances that result in either:

- (a) declaration of a national emergency by the Australian Government; or
- (b) declared emergencies or disasters in New South Wales impacting either the whole state or Local Government Areas within which our **campuses** are located.

expected date of birth for the purpose of clause 39 (Parental and surrogacy leave) and [SCHEDULE 9 – PARENTAL LEAVE PROCEDURE](#) is the date identified by an appropriately qualified medical practitioner which relates to a full-term delivery date. The **University** recognises that this date might change as the pregnancy progresses.

family member for the purpose of clause 36 (Personal / carer's leave) includes:

- (a) a spouse or partner of the staff member, including same sex partner, former partner, de facto partner, or former de facto partner;
- (b) a child (including an adopted child, a stepchild 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
- (c) any other close relative of the staff member, where "close relative" means a person related by blood, marriage, affinity, or according to Aboriginal and Torres Strait Islander kinship rules with whom the staff member has a significant relationship, or any other person with whom the staff member has a close and significant relationship.

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, or ill-health and incapacity (in which case the procedures and notice in [SCHEDULE 2 – MANAGING PROBATION PROCEDURE](#), [SCHEDULE 11 – MANAGING UNDERPERFORMANCE PROCEDURE](#), [SCHEDULE 12 – MANAGING MISCONDUCT / SERIOUS MISCONDUCT PROCEDURE](#), [SCHEDULE 13 – RESEARCH CODE BREACH PROCEDURE](#),

[SCHEDULE 15 – MANAGING ILL-HEALTH AND INCAPACITY PROCEDURE](#) apply), or where the work is no longer required to be undertaken.

HEW Level means Higher Education Worker Level as described in [SCHEDULE 3 – RATES TO BE PAID TO HIGHER EDUCATION WORKERS](#) and [SCHEDULE 5 – THE UNIVERSITY OF NEWCASTLE CLASSIFICATION DESCRIPTORS](#).

independent medical practitioner for the purpose of [SCHEDULE 15 – MANAGING ILL-HEALTH AND INCAPACITY PROCEDURE](#), is a 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.

Learning Advisor means a learning development staff member who has a minimum 4-year qualification and 4 years minimum teaching experience.

LSL Act means the *Long Service Leave Act* (1955) NSW as varied from time to time.

major workplace change means changes in production, program, organisation, structure, or technology that are likely to have significant effects on staff members. Significant effects includes, but are not limited to:

- (a) terminating the employment of staff members as a result of redundancy;
- (b) major changes in the composition of the **University's** workforce;
- (c) major reduction in the size of the **University's** workforce;
- (d) major changes to the operation of the **University's** workforce;
- (e) major changes to the skills required of staff members;
- (f) elimination or diminution of job opportunities, promotion opportunities, or job tenure;
- (g) major change to hours of work required to be performed by staff members that goes beyond clause 54 (Consultation on change to ordinary hours of work);
- (h) the need to retrain staff members;
- (i) transferring staff members to another **campus**;
- (j) restructuring jobs in situations involving more than one staff member within the same organisational unit; or
- (k) proposals to outsource.

misconduct means conduct which is not **serious misconduct**, but which is nonetheless conduct which is unsatisfactory.

NES means the National Employment Standards contained in the **Act**.

non-work related ill health means ill health or incapacity, other than **work related incapacity**.

NTEU means the National Tertiary Education Industry Union.

ordinary pay means ordinary pay as defined in section 3(1) of the **LSL Act**.

partner for the purpose of clause 39 (Parental and surrogacy leave) means the spouse or de facto of the **primary carer**, including a same sex partner.

personal property for the purpose of clause 47.6 (Damage to personal property) means a staff member's clothes, spectacles, hearing aid, or tools of trade which are ordinarily required for the performance of duties.

primary carer for the purpose of clause 39 (Parental and surrogacy leave) means the person who takes primary responsibility for the care of a newborn or newly adopted **child**. The primary carer is the person who meets the **child's** physical needs more than anyone else. Only one person can be a **child's** primary carer on a particular day.

probation means an extension of the appointment process and offers a period of mutual testing, during which time decisions on continuation of employment can be made.

Professional Staff means employees of the **University** who are paid a salary in accordance with [SCHEDULE 3 – RATES TO BE PAID TO HIGHER EDUCATION WORKERS](#) of this **Agreement** and who are not a member of the **University's** Academic Staff or a Teacher.

Public Holiday means public holidays declared for the State of New South Wales including any substitute public holidays under the *Public Holidays Act 2010* (NSW).

Representative means a person chosen to act as a representative of a staff member or of the **University**. The person must not be a practising legal practitioner, such as a barrister or solicitor.

Research Code means the *Australian Code for the Responsible Conduct of Research, 2018* (as amended or replaced from time to time).

serious misconduct means:

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

Serious misconduct includes:

- (a) wilful or deliberate behaviour by a staff member that is inconsistent with the continuation of the contract of employment;
- (b) conduct that causes serious and imminent risk to:
 - (i) the health or safety of a person; or
 - (ii) the reputation, viability, or profitability of the **University**;
- (c) the staff member, in the course of the staff member's employment, engaging in:
 - (iii) theft; or
 - (iv) fraud; or
 - (v) assault; or
 - (vi) sexual harassment.
- (d) 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;
- (e) the staff member refusing to carry out a lawful and reasonable instruction that is consistent with the staff member's contract of employment; or
- (f) serious and/or repeated bullying or harassment.

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

seven-day continuous shift worker means a **Professional Staff** member who is regularly rostered to work ordinary hours on Sundays and **Public Holidays** and where shifts are continuously rostered 24 hours a day 7 days a week.

shift worker means a **Professional Staff** member who works according to a roster and may be entitled to be paid shift allowances for ordinary hours as described in clause 29 (Shift allowances).

* **staff** means the employees of the **University** covered by this **Agreement**.

* **staff member** means an employee of the **University** covered by this **Agreement**.

substantive salary level at the date of separation for the purpose of [SCHEDULE 14 – REDEPLOYMENT AND REDUNDANCY PROCEDURE](#) means the salary level (excluding any applicable loadings or allowances) for the staff member's substantive position, including any temporary or fixed term variation(s) to the staff member's substantive position, (e.g. variation to the time fraction pursuant to or resulting from a flexible work arrangement). For clarity, this does not include any variations to the staff member's terms and conditions of employment pursuant to a secondment arrangement. The **University** will not unreasonably refuse a staff member's request to rescind a flexible work arrangement such that the staff member will revert to the substantive salary level (including fraction) as if the flexible work arrangement were not in place prior to the date of termination.

superannuable salary for the purpose of clause 20 (Superannuation) is the salary or rate prescribed in [SCHEDULE 3 – RATES TO BE PAID TO HIGHER EDUCATION WORKERS](#) plus any allowances and/or loadings the **University** deems to be superannuable allowances and/or loadings.

supervisor means a person with line management responsibility of a staff member.

surrogate for the purpose of clause 39 (Parental and surrogacy leave) is a woman who is pregnant for the purpose of carrying a baby to term for another parent/s, including for adoption.

Union means the **NTEU** or **CPSU**.

Unions means the **NTEU** and **CPSU**.

University means the University of Newcastle.

University Holidays means the days that are identified by the **University** as University Holidays during the **University** end of year/new year closedown periods, the Tuesday immediately following Easter Monday and any further days designated by the **University** to be University Holidays.

workplace delegate has the meaning given by section 350C (1) of the **Act**.

work related incapacity means illness or injury in respect of which the staff member is receiving workers compensation under the *Workers Compensation Act 1987* (NSW).

PART 2 - WORKING AT THE UNIVERSITY

6. Terms of engagement

- 6.1 Upon engagement, the **University** will provide a staff member with an instrument of appointment which stipulates the type of employment and informs the staff member of the terms of engagement at the time of the appointment in relation (but not limited) to:
- (a) their category of employment (as per clause 8 (Categories of employment)), duties, primary place of employment and reporting relationships;
 - (b) their classification level, salary, and superannuation arrangements;
 - (c) for non-Casual Employment, their hours, or the fraction of full-time hours to be worked;
 - (d) for **Contingent Employment**, the contingency;
 - (e) for **Fixed Term Employment**, the category of **fixed term employment** and the period of the fixed term with a starting and finishing date;
 - (f) for **Casual Employment**, the duties anticipated to be required, the rate of pay and a statement that any additional duties during the term will be paid for;
 - (g) for a staff member on **probation**, the length, and terms of the **probation**; and
 - (h) other main conditions of employment, including rights to conversion under the **Agreement**, if any.
- 6.2 Staff will be provided, upon request, with a written statement of service stating their period of employment and duties performed; or other information listed in clause 6.1 above which may include details of the **Contingent Funding** providing for **Contingent Employment**.

7. Probation

- 7.1 Staff members, except for those engaged in **Casual Employment**, may be required to undertake a **probation** period of up to 6 months in their first appointment that is not in **Casual Employment**, including after any conversion from **Casual Employment** to non-Casual Employment. **Probation** may not be required in the first appointment in **Continuing Employment** if the staff member has completed a period of employment of at least 6 months in a substantially similar role.
- 7.2 **Probation** may be extended for a period of up to a further 6 months.
- 7.3 The procedure for managing **probation** will be in accordance with [SCHEDULE 2 – MANAGING PROBATION PROCEDURE](#). Staff on **probation** are not subject to the procedures in this **Agreement**, in relation to managing underperformance or **misconduct** / **serious misconduct** or **Research Code** breach.

8. Categories of employment

- 8.1 Staff are employed in the following categories:
- (a) **Continuing Employment**;
 - (b) **Contingent Employment**;
 - (c) **Fixed Term Employment**;
 - (d) **Casual Employment**.

9. Additional employment

- 9.1 Nothing in this **Agreement** prevents a staff member from being employed under an additional employment contract for work with the **University** which is unrelated and identifiably different from the staff member's initial employment provided that:

- (a) the additional employment must only occur with the agreement of the staff member;
- (b) the additional employment does not adversely affect the staff member's discharge of their initial employment; and
- (c) the **University** must take into account the health and safety of the staff member in approving the additional employment.

9.2 Any hours worked by a staff member under an additional employment contract do not account towards ordinary hours or overtime in the staff member's other appointment(s).

10. Full-time and part-time employment

10.1 Staff (other than those in **Casual Employment**) may be employed by the **University** on a full-time or a part-time basis.

10.2 Part-time staff are employed for less than the normal weekly ordinary hours for a full-time staff member, for which all entitlements are provided on a pro rata basis calculated according to the fraction of full-time hours worked.

11. Fixed Term Employment

11.1 The use of **Fixed Term Employment** will be limited to the employment of a staff member engaged in a work activity that comes within the description of one or more of the following circumstances:

- (a) **Specific task or project** means 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.
- (b) **Research** means work activity by a person engaged on research-only functions for a contract period not exceeding 5 years.
- (c) **Replacement staff member** means a staff member:
 - (i) undertaking work activity replacing a full-time or part-time staff member for a definable period for which the replaced staff member is:
 - I. on an authorised leave of absence; or
 - II. temporarily:
 - a. seconded away from the staff member's usual work area; or
 - b. not performing some or all duties of their substantive position; or
 - c. working a reduced time-fraction.
 - (ii) 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 full-time or part-time staff member is engaged for the vacant position or vacant higher duties position as applicable.
- (d) **Pre-retirement contract** where a full-time or part-time staff member declares that it is their intention to retire, a fixed term contract expiring on or around the relevant retirement date may be adopted as the appropriate type of employment for a period of up to 5 years.

- (e) **Fixed Term contract employment subsidiary to studentship** where a person is enrolled as a student, for work activity not within the description of another circumstance in a) to d) above that is work within the student's academic unit or an associated research unit of that academic unit and is work generally related to a degree course that the student is undertaking within the academic unit, provided that:
 - (i) 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
 - (ii) an offer of fixed term employment under this category will not be made on the condition that the person offered the employment undertake the studentship.
- (f) **Apprenticeship, traineeship, cadetship** where a person is employed pursuant to an apprenticeship, traineeship, or cadetship arrangement. The formula and rates of pay for apprentices and trainees will be in accordance with [SCHEDULE 3 – RATES TO BE PAID TO HIGHER EDUCATION WORKERS](#).

11.2 Where a staff member is to be engaged on work activities that come within the description of multiple circumstances in clause 11.1, the fixed term appointment will generally be categorised according to the primary category for the work activity.

12. Casual Employment

Payment

- 12.1 Staff in **Casual Employment** will be paid according to the duties undertaken.
- 12.2 For each ordinary hour worked, a staff member in **Casual Employment** will be paid the hourly rate applicable to the classification and step level at which they are employed; and a loading of 25% of the hourly rate (other than for overtime hours worked). Hourly rates are calculated by dividing the annual rates in [SCHEDULE 3 – RATES TO BE PAID TO HIGHER EDUCATION WORKERS](#) by 52.1786 (365.25 average days per year divided by 7) then dividing that weekly rate by 35 hours.
- 12.3 Staff in **Casual Employment** will be paid a minimum of 2 hours for induction / orientation / training at the appropriate rate of pay, except for staff already provided an equivalent payment by the **University** for such activities within a 12-month period.
- 12.4 Where in relation to induction / orientation, the **University** directs a staff member to work more than the minimum hours for which payments are provided for in clause 12.3, or to undertake mandatory training required to perform the role, the staff member will be paid for all work performed at the appropriate rate.

Minimum engagement

- 12.5 The minimum period of engagement for a staff member in **Casual Employment** will be 3 hours with the exception of:
 - (a) persons who are students (including post graduate students) who are expected to attend the **University** on that day in their capacity as students will have a minimum period of engagement of 1 hour;
 - (b) persons with additional employment within the **University** who are expected to attend the **University** on that day will have a minimum period of engagement of 1 hour;
 - (c) in order to meet their personal circumstances, a staff member in **Casual Employment** may request and the **University** may agree to an engagement for less than the minimum of 3 hours.

13. Seasonal or Part-Year / Annualised Hours Employment

Application

13.1 The terms and conditions in this clause apply to:

- (a) staff members converted from **Casual Employment** to "Seasonal", "Part-Year" or "Annualised Hours" Employment in accordance with this clause; and
- (b) staff members who are contracted to work less than 52 weeks in any given calendar year and have been approved to work an annualised hours arrangement.

"Seasonal" or "Part-Year" staff members

13.2 "Seasonal" or "Part-Year" staff members are staff members appointed as such on a **Continuing, Contingent, or Fixed Term Employment** basis to work one or more periods or seasons in each year (which may be a calendar year), as identified by the **University** or as subsequently varied by agreement with the seasonal or part-year staff member.

13.3 During the periods of the calendar year that the staff member is not required to perform work, the staff member's employment contract will continue. However, with the exception of periods of approved paid leave, the staff member will be deemed to be stood down without pay for such periods. Such periods will not count as service for any purpose, but will not break the continuity of service:

(a) **Accrual of pay**

In respect of the periods or season of work for which they are engaged, seasonal or part-year staff members will be paid on the same basis as comparable, full-time, or part-time continuing staff members, as the case may be.

(b) **Leave entitlements**

Annual leave, personal / carer's leave, and long service leave will accrue during hours worked and in accordance with clauses 34 (Annual leave), 36 (Personal / carer's leave) and 38 (Long service leave). Leave, other than annual leave and long service leave, will only be available to the staff member during the periods or seasons of work for which the seasonal or part-year staff members are engaged to work. The timing of taking annual leave and long service leave will be determined by the **University**, in consultation with the staff member.

(c) **Public Holidays and University Holidays**

Part-year or seasonal staff members will be entitled to the benefit of all **Public Holidays** and **University Holidays** that fall on days on which the staff member would normally work during the part or parts of the year or season or seasons that the staff member is engaged to work.

(d) **Termination of employment**

In the event that the employment of a part-year or seasonal staff member ceases, for whatever reason, and the staff member has received a payment (howsoever described) in respect of work or hours which are not then worked by the staff member, that payment will be repaid by the staff member to the **University** as at the date of termination. The **University** may offset any such amounts against any entitlements owing to the staff member.

"Annualised hours" staff members

13.4 A staff member engaged for the specific periods may, by agreement, have their salary annualised. The staff member can be employed on a **Continuing, Contingent or Fixed Term Employment** basis for a specific number of ordinary hours within any 1 year (which may be a calendar year) as offered by the **University** or as subsequently varied by agreement with the annualised hours staff member.

13.5 Subject to the terms of engagement, the time and manner in which the annual ordinary hours are rostered over the period of the year is at the discretion of the **University** and can be rostered over a period of less than 52 weeks.

(a) Pay

For the purposes of payment, the total number of nominated annual hours will be averaged to a fortnightly salary.

(b) Leave entitlements

All leave entitlements will be on a pro rata basis. The timing of taking annual leave and long service leave will be agreed through consultation between the **University** and the staff member.

(c) Public Holidays and University Holidays

Annualised hours staff will be entitled to the benefit of all **Public Holidays** and **University Holidays** that fall during periods for which they are rostered to work.

(d) Overtime

Annualised hours staff will be eligible for overtime in the same manner as full-time staff. In respect of such overtime hours, those overtime hours are in addition to the annualised ordinary hours for which the staff member is engaged. There is no accrual of leave entitlements (howsoever described) in respect of overtime hours.

(e) Additional hours

Where, in any year, an annualised hours staff member works in excess of the number of ordinary hours in the year for which the staff member is engaged, the payment for the additional ordinary hours will be made in the first available pay period following receipt of a valid claim. Any additional ordinary hours worked will be taken into account in the calculation of leave entitlements.

(f) Alteration of annual hours

In the event that the number of annualised ordinary hours for which the staff member is engaged are altered by agreement, then the **University** and the annualised hours staff member will ensure that from the date such change takes effect, appropriate reconciliation arrangements in respect of pay, hours and leave have been made.

(g) Termination of employment

In the event that the employment of an annualised staff member ceases, for whatever reason, a reconciliation of the ordinary hours worked, and the payments paid to the staff member will be performed and:

- (i)** if the staff member has received a payment in respect of work or hours which are not then worked by the staff member, that payment will be repaid by the staff member to the **University** as at the date of termination. The **University** may offset any such amounts against any entitlements owing to the **University**; and
- (ii)** if a staff member has performed work for which the staff member has not yet received pay by the **University**, the **University** will pay to the staff member such amount as at the date of termination.

14. Right to apply for conversion

Conversion from Fixed Term Employment

14.1 A staff member employed in a position on **Fixed Term Employment** may apply for conversion to **Continuing Employment** under this **Agreement** on the same salary and classification.

14.2 To be eligible to apply for conversion under this **Agreement** the staff member must have been:

- (a) appointed to the fixed term position through a competitive and open selection process, has performed at a satisfactory level in the fixed term position, and is offered further **Fixed Term Employment** under clause 66.5; or
- (b) employed in the position for more than 12 months and is offered further **Fixed Term Employment**. To be suitable for consideration, applications for conversion under this pathway must provide evidence of the staff member having matched performance and conduct expectations during their employment and, demonstrated capacity of the staff member to meet the essential criteria of the position they are applying to be converted to. Applications will be assessed by the **delegate** based on the **categories of merit**.

Conversion from Casual Employment

- 14.3 Staff in **Casual Employment** may apply for conversion under this **Agreement** to **Continuing Employment**, **Fixed Term Employment** or Seasonal, Part-Year or Annualised Hours Employment on the same salary and classification where the staff member has been employed on a regular and systematic basis at a minimum engagement of 0.4 Full Time Equivalent (FTE) in one position during the preceding 12-month period.
- 14.4 A staff member in **Casual Employment** may elect to give written notice to the **University** to convert from **casual employment** to permanent full-time or part-time employment under the employee choice pathway provided for in the **NES**. Written notifications will be determined by the **University** in accordance with the legislation.

University delegate determination

- 14.5 The **University** may refuse eligible applications for conversion under this **Agreement** on reasonable grounds. Generally, conversion would not be approved in the following circumstances:
 - (a) where the work is not ongoing in nature; or
 - (b) where the staff member was replacing another staff member on leave or secondment from the workplace; or
 - (c) where the staff member was employed in a pre-retirement contract; or
 - (d) where the position held by the staff member was one specifically designed for **University** students; or
 - (e) where the position was for a specific task or project; or
 - (f) where the staff member's employment is substantially funded by **Contingent Funding** and the status of the funding of the position remains unchanged.
- 14.6 The **delegate** will determine an application for conversion under this **Agreement** either by offering conversion or by rejecting the application, and will provide a written response, including reasons, to the staff member within 4 weeks of the application.
- 14.7 A staff member must not be engaged and re-engaged, nor have their hours reduced, in order to avoid any obligation to offer conversion under this **Agreement**.

15. Calculating service for categories of employment

- 15.1 Under this **Agreement**, unless specifically provided otherwise (such as with respect to the specific rules for long service leave clause 38 (Long service leave)) or where required under the **NES**, the following rules apply in calculating service, accrual of leave and continuous service for certain categories of employment:
 - (a) any period when a staff member is or was in **Casual Employment** will not count towards service and therefore will not contribute towards continuous service;
 - (b) breaks between **Contingent Employment** appointments or **Fixed Term Employment** appointments of up to 2 occasions per year, and of up to 6 weeks on each occasion, will not constitute a break in continuous service but will not count towards service;

- (c) a break between **Contingent Employment** or **Fixed Term Employment** contracts, where the second or subsequent **Contingent Employment** or **Fixed Term Employment** contract is for the same position, and if that break is between consecutive definable teaching periods as set out in the **University's** academic calendar, will not constitute a break in continuous service but will not count towards service;
- (d) absence on any form of paid leave will count as service for all purposes;
- (e) any period when a staff member is on approved unpaid leave will not constitute a break in continuous service but will not count towards service, unless otherwise provided by this **Agreement**; and
- (f) service for the purposes of leave accruals for Seasonal or Part-Year / Annualised hours staff means periods or seasons of work during which work is performed. Personal / carer's leave will accrue proportionately per annum based on paid service.

15.2 The lengths of and breaks between **Contingent Employment** and **Fixed Term Employment** appointments will not be structured to avoid obligations with regard to severance payments.

PART 3 - SALARY AND CLASSIFICATIONS

16. Salary

16.1 Salaries and casual rates as at the commencement of this **Agreement** are prescribed in [SCHEDULE 3 – RATES TO BE PAID TO HIGHER EDUCATION WORKERS](#).

16.2 This **Agreement** provides for the following increases to salaries and casual rates:

- (a) 3.5% effective the first full pay period practicable after the date on which this **Agreement** operates from and backdated to the start of the first pay period beginning on or after 1 March 2026;
- (b) 3.5% effective from the start of the first pay period commencing on or after 1 March 2027;
- (c) 3.5% effective from the start of the first pay period commencing on or after 1 March 2028;
- (d) 3.5% effective from the start of the first pay period commencing on or after 1 March 2029;
- (e) 1.2% effective from the start of the first pay period commencing on or after 1 September 2029.

16.3 To be eligible for the backpay provided by clause 16.2 (a), the staff member must be employed by the **University** on the date this **Agreement** commences to operate.

17. Higher duties / relieving and other allowances

17.1 Staff relieving an existing position or performing the duties of a higher-level position will be paid an allowance in accordance with [SCHEDULE 4 – ALLOWANCES](#).

17.2 Other monetary allowances will be paid to eligible staff subject to the terms in [SCHEDULE 4 – ALLOWANCES](#).

18. Incremental progression

18.1 Progress through the incremental salary points within each **HEW Level** for staff in **Continuing Employment**, **Contingent Employment** and **Fixed Term Employment** will ordinarily occur on an annual basis subject to satisfactory performance in accordance with the relevant classification level. Staff will be advised in writing of the reasons where incremental progression is denied.

18.2 On appointment or reclassification, staff will be advised in writing of their designated incremental date.

18.3 Where a staff member has been granted a period of unpaid leave in excess of 5 working days, the appropriate date for subsequent increments will be deferred by the period of time equivalent to the period of unpaid leave.

18.4 Where a staff member has a mix of **Fixed Term Employment** contracts at various levels, the higher employment levels will count as service towards the lower level.

18.5 Staff in Seasonal, Part-Year or Annualised Hours Employment progress incrementally through their pay scale according to their periods worked. During the periods of the calendar year that the staff member is not required to perform work, the staff member's employment contract will continue. However, with the exception of periods of approved paid leave, the staff member will be deemed to be stood down without pay for such periods. Such periods will not count as service for any purpose but will not break the continuity of service.

18.6 Staff in **Casual Employment** will be eligible for incremental progression, in accordance with the salary scale of their **HEW Level**, on an annual basis subject to the following:

- (a) eligibility for incremental progression will be calculated from the anniversary of the staff member's appointment or designated incremental progression date;

- (b) the staff member has been employed for 728 hours or more in the year preceding the anniversary date at their designated classification level or higher;
- (c) for the purposes of calculation of the 728 hours in (b) above, each service year commencing with the established anniversary date, will be discrete and not cumulative;
- (d) any periods of service preceding a break in service of 12 months or more will not count for incremental purposes.

19. Salary packaging

- 19.1 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.

20. Superannuation

- 20.1 The **University** will make superannuation contributions for staff (other than staff in **Casual Employment**) at the rate of 17% of salary in respect of a staff member's **superannuable salary**.
- 20.2 The **University** will make superannuation contributions for staff in **Casual Employment** in accordance with the minimum contributions required to be made for the staff member under the *Superannuation Guarantee (Administration) Act 1992* (Cth).
- 20.3 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.
- 20.4 To the extent permissible by legislation (including in respect of super stapling) the **University** will adopt UniSuper as the default superannuation fund for new staff. A UniSuper information pack and access to the UniSuper digital choice form will be provided to the staff member with their instrument of employment and when providing a standard choice form.
- 20.5 UniSuper is the default fund for this **Agreement** to the extent permitted by law.
- 20.6 Where it is practicable to do so, the **University** will facilitate requests from UniSuper to run information events and briefing sessions on UniSuper products and services, this includes both on-line and in person events. Staff members will be able to access these events without loss of pay subject to operational requirements of their work units.
- 20.7 Staff who are UniSuper Board Members or UniSuper Consultative Committee Members will be allowed to take reasonable paid time to prepare for and attend meetings, the work will count as part of their **University** work.

21. Classification structure and review

- 21.1 **Professional Staff** will be appointed to a position with a stipulated classification level.
- 21.2 Each position will be classified using the Classification Descriptors in [SCHEDULE 5 – THE UNIVERSITY OF NEWCASTLE CLASSIFICATION DESCRIPTORS](#) at a level which most accurately reflects the value of the work required to be performed and the duties and responsibilities of the position. University of Newcastle Secondary Descriptors, as published on the **University's** online platform, may be used to assist in the classifying of positions to the extent that they are consistent with the University of Newcastle Classification Descriptors.
- 21.3 Classification Descriptors will be applied consistently to avoid direct or potential discrimination.
- 21.4 The **University** will use a recognised external job evaluation method to evaluate positions:
 - (a) where the requirements of the position have changed; or
 - (b) when there have been significant changes or growth in the role; or

(c) where a new position is created.

21.5 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. The position description will be used as the basis for determining the appropriate classification level of a position. Where it is identified that a staff member does not have a position description, a position description will be developed in a reasonable timeframe.

21.6 Classification review is a process for determining the appropriate level of a position (not the occupant's performance or capabilities) and will be in accordance with [SCHEDULE 6 – CLASSIFICATION REVIEW PROCEDURE](#).

22. Job redesign

22.1 The **University** will use job redesign, by which it may change the duties and responsibilities of a position, consistent with other provisions of this **Agreement**, so as to:

(a) fully utilise staff members' potential and enhance their skills, knowledge, and career opportunities, subject to **University** needs and consistent with the Classification Descriptors in [SCHEDULE 5 – THE UNIVERSITY OF NEWCASTLE CLASSIFICATION DESCRIPTORS](#);

(b) promote job security and not diminish work value, conditions, or level; and

(c) provide the flexibility necessary for the **University** to achieve its strategic objectives.

22.2 The **University** will provide training and development programs for staff in support of job redesign where necessary.

22.3 Where a position is redesigned, the position may be re-evaluated to ensure it is correctly classified.

22.4 If a staff member is dissatisfied with the outcome of the redesign of their job, the staff member may raise their concerns with the **delegate** in accordance with [SCHEDULE 17 – REVIEW OF DECISIONS](#).

PART 4 - HOURS OF WORK AND WORKLOAD

23. Ordinary hours of work and span of ordinary hours

- 23.1 The ordinary hours of work to be worked by a staff member will be determined by the **University** in accordance with clause 23.
- 23.2 The ordinary hours of work for a full-time staff member employed under this **Agreement** is 35 hours per week.
- 23.3 The span of ordinary hours of work for staff under this **Agreement** is as follows:
- (a) **Day worker**: from 7:00am to 7:00pm, Monday to Friday; and
 - (b) **Shift worker**: the hours worked according to a shift roster that may extend beyond 7:00am to 7:00pm, Monday to Friday.
- 23.4 The ordinary hours for a **day worker** under this **Agreement** (except in respect of staff subject to an agreed individual flexibility arrangement or the flextime scheme per [SCHEDULE 7 – INDIVIDUAL FLEXIBILITY ARRANGEMENTS AND FLEXTIME SCHEME](#)) shall not:
- (a) exceed 8 hours on any one day, excluding any meal break; and
 - (b) include hours between 7:00am – 8:00am or 6:00pm – 7:00pm, Monday to Friday, unless agreed by the staff member. The staff member must not unreasonably refuse a request by the **University** to work within these expanded hours, and any refusal must detail the reasons that would make the request to work during the expanded hours unreasonable.
- 23.5 As far as practicable, the personal circumstances of the staff member including family and caring commitments will be taken into consideration in determining ordinary hours of work.
- 23.6 Staff will be consulted on changes to ordinary hours of work in accordance with clause 54 (Consultation on change to ordinary hours of work).

24. Flexible work arrangements

- 24.1 The **University** is committed to implementing working arrangements that achieve the best possible match between the interests of the **University** and individual staff. Flexible work arrangements provide staff flexibility to achieve a better balance between individual work and life responsibilities, while giving priority to the needs of students, other staff, and stakeholders and, operational needs of the work unit to support teamwork and collaboration.
- 24.2 Applications for flexible work arrangements that impact conditions of employment include a change to:
- (a) hours of work (e.g., change in the number of hours worked each day or week from full-time to part-time; change in start and finish time outside the span of ordinary hours);
 - (b) patterns of work (e.g., change in the days worked each week as part of a job sharing arrangement by 2 or more staff members);
 - (c) the location of work (e.g., an alternative **campus** or a period of time working from home).
- 24.3 Flexible work arrangements that change a staff member's hours or patterns of work may be approved by the relevant **delegate** provided:
- (a) the work is carried out at least as effectively and efficiently as if worked within ordinary hours and does not adversely impact on other areas;
 - (b) staff will be available to assist students, staff, and other stakeholders during predetermined hours;
 - (c) arrangements are made for appropriate supervision and recording of times worked;

- (d) staff working less than full-time hours as part of the flexible work arrangement will be paid salary and accrue leave on a pro-rata basis according to the fraction of full-time hours worked; and
 - (e) time worked in excess or outside of the prescribed ordinary hours of work in a day or a week under that flexible work arrangement will not be paid at overtime rates, unless the **University** requires (by a direction of a staff member's manager or **supervisor**) the staff member to work overtime, in accordance with clause 26 (Overtime).
- 24.4** Flexible working arrangements allowing for a temporary change to a staff member's work location (including a partial change involving working from **campus** and working from another location), may be approved by the relevant **delegate** provided:
- (a) the staff member can satisfactorily complete the requirements of their role under the proposed working arrangements;
 - (b) the staff member must attend **campus** for all functions and duties that can only be performed on **campus**;
 - (c) the staff member must attend **campus** for events and activities that require their attendance on **campus**; and
 - (d) the arrangement does not unreasonably impact upon the operations of the work unit or other staff.
- 24.5** The **University** will give the staff member a written response to an application for a flexible work arrangement within 21 days of the application.
- 24.6** The **University** may only refuse an application for flexible work arrangements on reasonable business grounds. If the application is refused, the **University** must provide detailed reasons in writing to the staff member.
- 24.7** Where a request for a flexible work arrangement is approved, the details of the arrangement will be recorded.
- 24.8** An individual flexibility arrangement (IFA) may be made to vary ordinary hours of work in accordance with [SCHEDULE 7 – INDIVIDUAL FLEXIBILITY ARRANGEMENTS AND FLEXTIME SCHEME](#).
- 24.9** Arrangements and conditions of the **University's** flextime scheme that allows staff to vary start, finish and break times within the span of ordinary hours for **day workers** are in accordance with [SCHEDULE 7 – INDIVIDUAL FLEXIBILITY ARRANGEMENTS AND FLEXTIME SCHEME](#).
- 25. Breaks**
- 25.1** A staff member will not be required to work more than 5 consecutive hours without an unpaid meal break of at least half an hour.
- 25.2** Staff members are entitled to a morning and afternoon tea break of not more than 10 minutes on any day. Timing of any breaks will be mutually agreed to ensure that such breaks shall not interrupt or disrupt the service or operational needs of the work unit.
- 26. Overtime**
- 26.1** The **University** may require a staff member to work reasonable overtime which will be paid in accordance with this clause. Overtime is work that is performed at the direction of the appropriate **supervisor** or **delegate**:
- (a) for a **day worker**, work outside of the span of ordinary hours of work; or work in excess of the maximum daily or weekly hours; and
 - (b) for a **shift worker**, work outside of or in excess of their rostered hours.
- 26.2** Approval to work overtime should be given in writing unless it is impracticable to do so. Staff members who choose to work additional hours of their own volition are not entitled to overtime (i.e. payment or time in lieu).

- 26.3** Wherever possible, a staff member will be given at least 48 hours' notice of any overtime to be worked.
- 26.4** A staff member will not be required to work overtime if the staff member informs the **University** of circumstances that would make the requirement to work overtime unreasonable.

Payment of Overtime

- 26.5** A staff member whose salary is at or below the maximum salary for **HEW Level 7** is entitled to overtime pay calculated at their applicable salary rate in accordance with [SCHEDULE 3 – RATES TO BE PAID TO HIGHER EDUCATION WORKERS](#). The calculation of overtime pay for a staff member whose salary exceeds the maximum salary for **HEW Level 7** will be capped at the salary rate applicable to the maximum salary for **HEW Level 7**.
- 26.6** A staff member will be paid for overtime work as required by the **University** as follows:
- (a) Monday to Saturday payment 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;
 - (b) between midnight Saturday and midnight Sunday payment at a rate of 2 times the ordinary rate of pay;
 - (c) on a **Public Holiday** will be paid at 2.5 times the ordinary rate of pay.
- 26.7** Each day's overtime will stand alone and will be calculated to the nearest quarter of an hour.
- 26.8** Where a part-time staff member works more hours than their usual part-time hours of work, but not in excess of the maximum daily or weekly ordinary hours of duty for a full-time staff member and within the span of hours, the staff member will be paid at the ordinary rate of pay for each additional hour so worked.
- 26.9** Staff in **Casual Employment** are entitled to payment at overtime rates for work in excess of 35 hours per week; or exceeding 8 hours on any one day, excluding any meal break (other than **shift workers**); or outside the span of ordinary hours. For clarity, any hours worked by a casual staff member under an additional employment contract does not count towards ordinary hours in the staff member's other appointment(s).
- 26.10** The casual loading will not be paid for overtime hours worked by staff in **Casual Employment**.

Overtime – minimum payments and breaks

- 26.11** No minimum payment shall be made for any overtime worked that is continuous with the completion or commencement of ordinary hours of duty or where it is customary for a staff member to perform pre-arranged overtime outside of ordinary hours of duty.
- 26.12** Where clause 26.11 does not apply:
- (a) a minimum payment of 4 hours at the appropriate overtime rate for staff members called back for work on the same day after leaving the **University's** premises at the completion of their ordinary hours of duty. Each call back will stand alone;
 - (b) a minimum payment of 3 hours shall be paid at the appropriate overtime rate for staff members required to work pre-arranged overtime on a day which the staff member is not ordinarily required or rostered to work;
 - (c) a minimum payment of 4 hours shall be paid at the appropriate overtime rate for overtime worked on a Sunday or **Public Holiday**, with the exception of essential work for feeding and watering animals etc., the minimum payment will be 3 hours.
- 26.13** Staff members working overtime will be entitled to be paid an overtime meal allowance subject to the terms of [SCHEDULE 4 – ALLOWANCES](#). A staff member, including those employed as **shift workers**, required to work more than 5 consecutive hours of overtime on any day, shall be entitled to a paid meal break of 20 minutes for each 5 hours of overtime worked.

- 26.14** When overtime work is required by the **University** it will be so arranged that:
- (a) staff members have at least 10 consecutive hours off duty between the work of successive days;
 - (b) 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;
 - (c) if, on the instructions of the **University**, a staff member resumes or continues work, in terms of clause 26.14 (b) 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;
 - (d) the provisions of clause 26.14 (a) to (c) will apply in the case of **shift workers** as if 8 hours were substituted for 10 hours when overtime is worked for the purpose of changing shift rosters, or where a **shift worker** does not report for duty and a **day worker** or a **shift worker** is required to replace such **shift worker**.

Time off instead of paid overtime

- 26.15** Where a staff member has requested, and the **University** has agreed to time off instead of overtime payment, the time off will be taken:
- (a) within the period of 6 months from when the overtime was worked;
 - (b) at a time or times agreed by the staff member and the **University**, and
 - (c) calculated at the appropriate overtime rate.
- 26.16** Payment will be made at the overtime rate applicable to the overtime worked:
- (a) at any time, if the staff member requests to be paid for overtime covered by an agreement under clause 26.15 but not taken as time off;
 - (b) if time off for overtime that has been worked is not taken within the period of 6 months, or
 - (c) the staff member's employment terminates before the time off can be taken.

27. On-call arrangements

- 27.1** A staff member who is rostered to remain on-call outside their ordinary hours of work will be paid an allowance in accordance with [SCHEDULE 4 – ALLOWANCES](#).
- 27.2** Staff rostered to be on-call will be advised in writing of the roster arrangements.
- 27.3** Staff will not be required to be on-call and will not be paid an on-call allowance:
- (a) on a rostered day off;
 - (b) when taking time off instead of paid overtime or flextime;
 - (c) or any periods of leave.
- 27.4** A staff member required to perform work while on-call:
- (a) who is required to return to the workplace will receive a minimum of 4 hours pay (including travelling time) at the appropriate overtime rate. Payment for duty exceeding 4 hours is made at relevant overtime rates where actual duty has either exceeded 4 hours or has accumulated to exceed 4 hours. This provision does not extend to call back for duty prior to normal starting times and merging into normal working hours.
 - (b) who is not required to return to their workplace, will be paid a minimum payment of 1 hour at the relevant overtime rate. Payment for duty exceeding 1 hour where actual duty has either exceeded 1 hour or accumulated to exceed 1 hour is made at relevant overtime rates.

28. Right to disconnect

28.1 The **University** must not directly or indirectly prevent staff from exercising their right to disconnect under the **Act**.

28.2 Staff, otherwise, not on call:

- (a) are not expected to respond to written **University** communication or monitor, read, or respond to contact, or attempted contact outside ordinary hours of work, including periods of authorised leave; and
- (b) may be contacted in an afterhours emergency situation. Work performed by staff in response to the emergency outside of their normal working hours, will be paid overtime in accordance with clause 26 (Overtime).

29. Shift allowances

29.1 Staff members engaged as a **shift worker** will be paid the following shift allowances for all ordinary hours worked by the staff member during the following periods:

- (a) Early Morning shift – Monday to Friday – commences between 4:00am and 5:59am will attract a 10% allowance.
- (b) Day shift – Monday to Friday – commences between 6:00am and 12:59pm will attract no allowance.
- (c) Afternoon shift – Monday to Friday – commences between 1:00pm and 5:59pm will attract a 15% allowance.
- (d) Rotating Night shift – Monday to Friday – commences between 6:00pm and 3:59am and will attract a 15% allowance.
- (e) Non-rotating night shift – Monday to Friday – is a shift system which does not rotate or alternate with other shifts. The shifts commence between 6:00pm and 3:59am will attract a 30% allowance.
- (f) Saturday shift – will attract a 50% allowance.
- (g) Sunday shift – will attract a 100% allowance.

29.2 A staff member in **Casual Employment** who is engaged to perform shift work is entitled to payment calculated at:

- (a) the base hourly rate; plus
- (b) the applicable shift allowance; plus
- (c) the casual loading:

for each rostered shift. For example, a casual staff member working on an Afternoon shift will be entitled to be paid their base hourly rate plus 40% (15% Afternoon shift allowance and 25% casual loading).

Rates not cumulative

29.3 The payment rates within clause 26 (Overtime) and clause 29 (Shift allowances) are not cumulative. Where a staff member is entitled to both a shift allowance and an overtime payment, the staff member will be entitled to only the highest allowance / payment rate.

30. Work related travel

30.1 Where a staff member is required to travel for **University** business during the staff member's span of ordinary hours, the travel time is regarded as time worked.

30.2 Travel time outside the span of hours will be paid at the ordinary hourly rate or may be taken as time in lieu on an equivalent basis by agreement. Time off in lieu of travel time does not apply to staff in **Casual Employment**.

- 30.3** Where a staff member is required to commence or finish work at a different **campus** or location to their primary place of work, the travel time to be counted as time worked 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.
- 30.4** 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.
- 30.5** Staff directed to travel on official **University** business will receive travel entitlements including reimbursement for reasonable and necessary expenses incurred during approved work-related travel.

31. Managing staff workload

- 31.1** Staff workloads will be managed to ensure that they are equitable, transparent, and reasonable within the ordinary hours of duty and without risks to health and safety. No staff member will be expected to undertake unreasonable workloads.
- 31.2** Managers and **supervisors** have a responsibility to monitor and review staff workloads.
- 31.3** In determining whether work or workloads are reasonable or unreasonable the following must be taken into account:
- (a) whether the work required can reasonably be performed within the staff member's ordinary hours;
 - (b) any risk to the staff member's health, safety, and well-being;
 - (c) the needs of the **University**;
 - (d) the nature of the staff member's role, and their level of appointment, responsibility, and time fraction;
 - (e) the staff member's personal circumstances including any family and / or carer responsibilities;
 - (f) the importance of maintaining an appropriate balance between work and family / community life;
 - (g) unfilled vacancies; and
 - (h) any other relevant matter.
- 31.4** 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.
- 31.5** In assessing workload concerns, primary indicators to be considered include (but are not limited to):
- (a) impact of staff leave, secondments and vacancies;
 - (b) the ongoing need to work excessive hours;
 - (c) excessive overtime;
 - (d) the inability for staff members to clear accrued leave or flextime credits;
 - (e) the impact of workload increases resulting from vacant positions remaining unfilled and increases resulting from work remaining from positions that have been made redundant.
- 31.6** If the staff member's concerns remain unresolved, the issue should be raised with the Director (or equivalent) of the relevant work unit.
- 31.7** If the staff member believes the issue is still not resolved, the matter may be referred by the staff member to the **delegate** who will investigate the matter and make a recommendation to resolve the matter.

- 31.8** Broad, systemic workload concerns are to be raised directly with the **delegate** or through the Staff Consultative Committee.

PART 5 - LEAVE AND RELATED CONDITIONS

32. Leave entitlements

- 32.1 Leave entitlements are provided on a pro-rata basis to part-time staff according to their fraction of full-time hours worked.
- 32.2 Leave entitlements are not provided to staff in **Casual Employment** unless specified in this **Agreement**.

33. Public Holidays and University Holidays

- 33.1 Staff (other than those in **Casual Employment**) are entitled to be absent from work on **Public Holidays** and **University Holidays** and will be paid at their ordinary rate of pay for the hours they would usually work on those days.
- 33.2 Nothing in this **Agreement** prevents the **University** from requesting a staff member to work on a **Public Holiday**, however, the staff member may refuse the request if it is not reasonable; or the refusal is reasonable.
- 33.3 Where the **University** requests and a staff member (including those in **Casual Employment**) works on a **Public Holiday** the staff member will be paid at 2.5 times the ordinary rate of pay for hours worked. This payment will be in substitution for any shift allowance or penalty applicable for that day and not in addition to it.
- 33.4 The **University** will designate a minimum of 3 and up to 6 **University Holidays** in conjunction with the **University's** end of year / new year closedown periods. The Tuesday immediately following Easter Monday will also be a **University Holiday**.
- 33.5 The **University** will provide staff with at least 3 months' written notice of the **University's** end of year / new year closedown periods.
- 33.6 Staff will be required to take a minimum of 3 and up to 6 working days of their accrued annual leave during the **University's** end of year / new year closedown periods. The number of directed annual leave days to be taken by staff during a **University** closedown period will be equivalent to the number of designated **University Holidays** during that closedown period.
- 33.7 Where a staff member does not have sufficient accrued annual leave to cover the directed leave during the **University's** end of year / new year closedown period, they may apply to take annual leave in advance, long service leave, or unpaid leave.
- 33.8 Staff are entitled to be absent from work on a **University Holiday** unless they are required to attend to critical **University** matters. Where the **University** requires a staff member to work on a **University Holiday**, the staff member will be provided with reasonable notice.
- 33.9 A staff member who works on a **University Holiday** at the request of the **University** will be paid for the hours worked, and the staff member (other than those in **Casual Employment**) will be granted the equivalent time off, to be taken, if possible, in the following month. If the time cannot be taken in the 1-month period, it will be taken at mutually agreed times within the following 2 months.
- 33.10 Where a staff member in **Casual Employment** is required to work on a **University Holiday**, they will be paid at double their ordinary rate for hours worked.
- 33.11 Notwithstanding the above, **shift workers** who regularly work on weekends, will be entitled to be absent during the end of year / new year closedown (unless required to attend to critical operational matters) and will not be required to take any more additional days of annual leave than **day workers**.
- 33.12 The **University** and a staff member may agree to:
- (a) substitute another day for a day that would otherwise be a **Public Holiday**; and / or
 - (b) substitute another part-day for a part-day that would otherwise be a part-day **Public Holiday**.

- 33.13** The substitute **Public Holiday** arrangements provided in clause 33.12 above do not apply for **Public Holidays** falling within the **University's** end of year / new year closedown periods.

34. Annual leave

- 34.1** Staff are entitled to 20 working days of paid annual leave for each year of service.
- 34.2** **Seven-day continuous shift workers** are entitled to an additional 5 working days of paid annual leave for each year of service.
- 34.3** Annual leave accrues progressively during a year of service according to the staff member's ordinary hours of work, and any unused leave will accumulate from year to year. If a staff member's employment ends during what would otherwise have been a year of service, the staff member accrues paid annual leave up to when the employment ends.
- 34.4** Annual leave may be taken at times agreed between the **University** and the staff member, with the exception that the **University** may direct staff to take annual leave pursuant to clauses 33.6, 34.8 and / or 34.9.
- 34.5** The **University** will not unreasonably refuse a staff member's request for annual leave.
- 34.6** To facilitate the taking of annual leave, staff members are expected to develop, and as far as practicable agree, an annual leave plan with their **supervisor**. The annual leave plan will set out when the staff member intends to take annual leave in each calendar year.
- 34.7** While a staff member is on annual leave, the staff member will be paid at the ordinary rate of pay that they would have been paid if they were not on annual leave, excluding any overtime or penalty rate that would have applied.
- 34.8** Where a staff member has accrued 40 days or more annual leave and a leave plan cannot be agreed, the staff member may be directed to take 10 days annual leave. However, the direction must not be inconsistent with an existing agreed leave arrangement, require any period of annual leave of less than 1 week or require leave to be taken beginning less than 8 weeks or more than 12 months after the direction is given.
- 34.9** In addition to clauses 33.6 and / or 34.8, in **exceptional circumstances**, the **University** may direct a **Professional Staff** member to take 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.
- 34.10** Staff will be encouraged to take accrued annual leave prior to the date of ending employment including staff in **Fixed Term Employment** and **Contingent Employment**. Where it is not practical to take accrued annual leave, all outstanding accrued annual leave will be paid at the ordinary rate of pay at the date of ending employment.
- 34.11** Where a **Public Holiday** falls during a period in which a staff member is on annual leave, the **Public Holiday** will not count as annual leave.
- 34.12** Where a staff member on a period of approved annual leave becomes eligible for personal leave because of illness, injury, or incapacity, they may have an entitlement under the **Act** to have the annual leave re-credited.

Cashing out of annual leave

- 34.13** The **University** and a staff member may agree in writing to the cashing out of a particular amount of paid annual leave accrued by the staff member.
- 34.14** The agreement must:
- (a) state the amount of leave to be cashed out and the payment to be made to the staff member; and
 - (b) the date on which the payment is to be made.
- 34.15** The agreement must be signed by the **University** and staff member and, if the staff member is under 18 years of age, by the staff member's parent or guardian.

- 34.16** The payment 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.
- 34.17** The agreement must not result in the staff member's remaining accrued entitlement to paid annual leave being less than 4 weeks.
- 34.18** The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.
- 34.19** The **University** must keep a copy of any agreement under clause 34.13 as an employee record.

Annual leave loading

- 34.20** Eligible staff will be paid annual leave loading in accordance with [SCHEDULE 8 – ANNUAL LEAVE LOADING](#).
- 34.21** An individual flexibility arrangement (IFA) may be made to receive annual leave loading as part of regular salary in accordance with [SCHEDULE 7 – INDIVIDUAL FLEXIBILITY ARRANGEMENTS AND FLEXTIME SCHEME](#).

35. Purchased leave scheme

- 35.1** Within a 12-month period, a staff member may apply, and the **University** may agree, for the staff member to purchase up to 40 days paid annual leave in addition to the normal 20 days with a commensurate reduction in the total salary rate for the 12-month period. Approval will be subject to reasonable operational requirements and may be subject to conditions of the timing for the taking of the leave being prescribed or agreed upon in advance.

36. Personal / carer's leave

- 36.1** Staff are entitled to 15 days of paid personal / carer's leave per year of service.
- 36.2** Personal / carer's leave accrues progressively during a year of service, and any unused personal / carer's leave will accumulate from year to year.
- 36.3** By agreement with the **University** a staff member may take personal / carer's leave in advance of their accrued entitlement. The maximum amount of paid personal / carer's leave that can be taken in advance is 15 days (or the equivalent pro-rata entitlement for part-time staff). If employment terminates prior to regaining a positive personal / carer's leave balance, the **University** will not recoup the amount of paid personal / carer's leave in excess of the leave accrued.
- 36.4** In exceptional circumstances, the **University** may agree to provide a staff member with additional personal / carer's leave.
- 36.5** Personal / carer's leave may be taken for periods of 1 hour or greater.
- 36.6** A staff member in **Casual Employment** is entitled to not be available to attend work or to leave work for up to 2 days per occasion for carer's reasons. A staff member in **Casual Employment** is not entitled to any payment for the period of non-attendance owing to such an absence.
- 36.7** A staff member can take personal / carer's leave if the leave is taken:
 - (a)** because the staff member is not fit for work because of a personal illness, or personal injury, affecting the staff member; or
 - (b)** to provide care or support to a **family member** or household member who requires care or support because of:
 - (i)** a personal illness, or
 - (ii)** personal injury; or
 - (iii)** an unexpected emergency.

- 36.8** Staff members will, wherever practicable, give their **supervisor** prior notice of the need to take personal / carer's leave, the reasons for taking the leave and the estimated length of absence. In relation to leave taken for caring purposes, the staff member will also advise of the nature of the relationship involved, and where appropriate, the nature of the care required to be provided.
- 36.9** 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, providing details of the reasons for taking the personal / carer's leave and the estimated length of absence.
- 36.10** Wherever possible, staff should provide evidence of the need for accessing personal / carer's leave. If any absence under these provisions exceeds 3 consecutive working days, the staff member applying for the personal / carer's 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 / carer's leave.
- 36.11** Where evidence of inappropriate personal / carer's leave usage patterns by a staff member emerges, the **University** may require documentary evidence for each future period of leave for a specified period of time but for no longer than 12 months; or deal with those matters in accordance with [SCHEDULE 11 – MANAGING UNDERPERFORMANCE PROCEDURE](#) or [SCHEDULE 12 – MANAGING MISCONDUCT / SERIOUS MISCONDUCT PROCEDURE](#).
- 36.12** Where absence on personal / carer's leave is expected to be regular or for extended periods, the staff member should explore and discuss potential alternative options that may assist in balancing sickness and / or caring and work responsibilities with their **supervisor**.
- 36.13** Where a **Public Holiday** falls on a day that a staff member is on personal / carer's leave, the **Public Holiday** will not count as personal / carer's leave.

37. Life leave

- 37.1** Staff are entitled to take up to 10 days paid life leave per calendar year for life events (as defined in clause 37.2 below), or a pro rata amount where a staff member commences or ceases employment part way through a calendar year.
- 37.2** Life leave may be taken for the following life events:
- (a) observing and participating in events of significance to the staff member;
 - (b) caring for a family member or member of the household suffering from an illness, injury, incapacity, or disability;
 - (c) undertaking responsibilities as a grandparent;
 - (d) attending medical or legal appointments for the staff member or the staff member's family or household members;
 - (e) attending a school event for the staff member's family or member of the household;
 - (f) compassionate needs or bereavement purposes that may extend beyond the staff member's family or household;
 - (g) due to menstruation or menopause;
 - (h) an unforeseen emergency;
 - (i) moving residence;
 - (j) attending graduation ceremonies for the staff member or a member of the staff member's family or household;
 - (k) attending significant cultural or religious events of relevance to the staff member, including observance of days of religious or cultural significance;
 - (l) participating in volunteer activities in **University** approved community based non-profit organisations, charitable groups and groups identified in need of services and assistance;

- (m) difficulties with pregnancy, including activities associated with IVF;
- (n) attending to matters arising from **domestic and family violence and abuse** situations;
- (o) attending medical and legal appointments or other matters related to the staff member affirming their gender;
- (p) for the staff member's personal well-being, other than reasons provided by personal / carer's leave, unless approved by the **delegate** under clause 37.6 below; and
- (q) other events as approved by the relevant **delegate**.

37.3 Life leave may be taken for periods of 1 hour or greater.

37.4 Staff members will notify their **supervisor** of the life event that the leave is being taken for and the estimated length of absence. Where practicable, the notice should be provided before taking life leave.

37.5 If any application for life leave exceeds 3 consecutive working days, the **University** may request that the staff member provide satisfactory evidence as to the nature of the 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 leave.

37.6 Without limiting clause 37.2 (q) above, the relevant **delegate** may approve the taking of life leave for absences from work because the staff member is not fit for work because of a personal illness, or personal injury, affecting the staff member, subject to:

- (a) the staff member having exhausted all of their accrued entitlements to paid personal / carer's leave at the time of taking the life leave; and
- (b) the staff member's compliance with the same notice and evidentiary requirements for taking personal / carer's leave.

37.7 Life leave does not accrue and does not carry over between calendar years. Untaken life leave is not paid out on cessation of employment.

38. Long service leave

Leave entitlement

38.1 On completion of 10 years' **continuous service**, a staff member (other than those in **Casual Employment**) is entitled to 13 weeks paid long service leave. Thereafter, the staff member will continue to accrue long service leave as follows:

- (a) for **continuous service** of between 10 and 15 years' duration: long service leave will accrue at the rate of 1.3 weeks for each completed year of **continuous service**;
- (b) for **continuous service** of more than 15 years' duration: long service leave will accrue 2.1667 weeks for each completed year of **continuous service** above 15 years.

38.2 A staff member is entitled to a proportionate amount of long service on the basis of 13 weeks leave for 10 years' service for staff members (other than those in **Casual Employment**) or 8.667 weeks leave for 10 years' service for staff members in **Casual Employment**, if the employment of a staff member with greater than 5 years but less than 10 years **continuous service** is terminated:

- (a) by the **University** for any reason other than serious and wilful misconduct;
- (b) by the staff member due to illness or incapacity or domestic or other pressing necessity; or
- (c) as a result of the death of the staff member.

38.3 A staff member in **Casual Employment** will be eligible for long service leave as provided for in the **LSL Act** and as follows:

- (a) 2 months (8.667 weeks) leave after 10 years **continuous service**;
- (b) a further 6.062 calendar days (0.866 weeks) leave per each subsequent year of **continuous service** in excess of 10 years.

Calculation of ordinary pay

- 38.4** Leave will be payable at the staff member's **ordinary pay**, calculated in accordance with the **LSL Act**.

Recognition of prior service at other higher education institutions

- 38.5** 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 2001* (NSW), 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.
- 38.6** 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. 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 Medical Research Council of Australia.

Impact of other leave and breaks between contracts

- 38.7** Where a staff member on approved long service leave becomes eligible for personal / carer's 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 / carer's leave.
- 38.8** All paid leave approved under this **Agreement** 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 a 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.
- 38.9** Unpaid leave:
- (a) greater than 5 working days in a 12 month period – does not count as service for staff with less than 10 years' service (but will not break a staff member's **continuous service**), unless another employer pays the **University** an appropriate amount to cover the long service leave accrual during the unpaid leave; and
 - (b) for staff members with 10 years or more service, any period of unpaid leave of 6 months or less will count as service and will not break a staff member's **continuous service**.
- 38.10** Subject to clause 38.11 below, a staff member's service for the purpose of this clause 38 (Long service leave) shall be deemed to be **continuous service** notwithstanding that service has been broken by:
- (a) a break between **Contingent Employment** or **Fixed Term Employment** contracts, where the second or subsequent **Contingent Employment** or **Fixed Term Employment** contract is for the same position and the break is between consecutive definable teaching periods as set out in the **University's** academic calendar; or
 - (b) a break of up to 3 months between employment contracts, where the staff member's employment is funded by **Contingent Funding**.
- 38.11** While a break between employment contracts under clauses 38.10(a) or 38.10(b) will not break a staff member's **continuous service**, the period between the employment contracts shall not count as service for the purposes of this clause.

Public Holidays

- 38.12** Where a **Public Holiday** falls during a period on which a staff member is on long service leave the **Public Holiday** will not count as a day of long service leave.

Taking long service leave

- 38.13** Where a staff member becomes entitled to long service leave, the staff member may apply to take long service leave during dates of their choosing. Applications for taking long service leave will be approved by the **University**, except where there are compelling operational reasons not to grant the leave at the requested time. If the **University** does not grant the leave at the requested time, alternative dates will be discussed and agreed between the staff members and the **University**.
- 38.14** Long service leave may be taken at half pay (subject to approval by the **University**) which will reduce the accrued long service leave entitlement by half the period of long service leave. The **University** shall not unreasonably refuse a request for long service leave at half pay.
- 38.15** Staff on substantial periods of long service leave will have their positions backfilled unless suitable arrangements are made to address workload.

Direction to take long service leave

- 38.16** The **University** may direct a staff member who has accrued long service leave in excess of 6 months to take up to 3 months long service leave, provided that:
- (a) the **University** gives the staff member at least 6 months written notice of the date on which leave is to commence;
 - (b) 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;
 - (c) the staff member has not taken long service leave of at least 6 weeks in the previous 12 months; and
 - (d) 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.
- 38.17** In directing a staff member to take long service leave, the **University** will:
- (a) discuss the timing of the leave with the staff member;
 - (b) give consideration to the staff member's views regarding the timing and duration of the leave; and
 - (c) allow the staff member an opportunity to submit an application to take such leave at a mutually agreeable time.
- 38.18** The provisions of the **LSL Act** will apply to matters not covered by this clause. If a staff member is employed in a State or Territory outside NSW, any reference in this clause to the **LSL Act** should be read as a reference to the applicable LSL legislation in that State or Territory.

39. Parental and surrogacy leave

Supporting working parents

- 39.1** Parental leave is leave that can be taken in relation to:
- (a) the birth of a **child** of the staff member, the staff member's spouse, or **partner**; or the adoption or fostering of a **child**; and
 - (b) where the staff member has or will have a responsibility for the care of the **child**.
- 39.2** Our staff have rights and responsibilities relating to pregnancy, parental leave and return to work under Commonwealth and State legislation including the **Act**, *Sex Discrimination Act 1984*, state anti-discrimination laws, and federal and state work health and safety legislation. Legislated parental leave and related entitlements include:

- partner leave
- adoption leave
- special maternity leave
- a safe job and no safe job leave
- keeping in touch days
- consultations during periods of unpaid parental leave; and
- a right to return to old job.

39.3 A staff member currently on parental leave is not required to return to work in order to access a further period of parental leave in relation to the birth or placement by adoption or fostering of a subsequent **child**. Any remaining parental leave from the birth or placement of the first **child** lapses when the new period of parental leave commences.

39.4 If a staff member in **Casual Employment** is converted to **Continuing Employment, Fixed Term Employment** or Seasonal, Part-Year or Annualised Hours Employment in accordance with the process outlined in clause 14.3, then the casual service of the staff member with the **University** will be recognised for the purpose of determining the eligibility of the staff member to parental leave entitlements.

39.5 **Public Holidays** falling during a period of parental leave count as part of parental leave, and no additional payment or adjustment to the period of parental leave will be made.

39.6 Responsibilities for staff working while pregnant, commencing and extending parental leave and, returning to work will be in accordance with [SCHEDULE 9 – PARENTAL LEAVE PROCEDURE](#).

Paid parental leave – Primary carer

39.7 Continuing, **Fixed Term** or **Contingent** staff members employed by the **University** for a period of 12 months or more at the date of birth or **day of placement** by adoption / fostering of the **child** are entitled to 26 weeks paid leave.

Paid Partner leave – non-primary carer

39.8 Continuing, **Fixed Term** or **Contingent** staff members employed by the **University** for a period of 12 months or more at the date of birth or **day of placement** by adoption / fostering of the **child** are entitled to 3 weeks paid leave.

Non-primary carer transition to primary carer

39.9 **Continuing, Fixed Term** or **Contingent** staff members employed by the **University** for a period of 12 months or more at the date of birth or **day of placement** by adoption / fostering of the **child** and takes over the primary responsibility for the care of the **child** within the 26 weeks following birth or **day of placement** are entitled to take the balance of the entitlement up to 26 weeks reduced in accordance with clause 39.17 below and by any period of non-primary carer partner leave taken by the staff member.

Note: Rules applying to taking paid parental leave entitlements are set out in clause 39.17 to clause 39.20.

Superannuation on unpaid parental leave following paid primary carer parental leave

39.10 Staff members eligible for paid primary carer parental leave under this **Agreement**, who take paid primary carer parental leave and an additional period of unpaid parental leave in accordance with clause 39.7 (paid primary carer parental leave), clause 39.9 (non-primary carer transition to primary carer) and clause 39.11 (unpaid parental leave) of this **Agreement**, will be eligible for superannuation payments equivalent to up to 6 month's unpaid parental leave, subject to the rules of the staff member's superannuation fund and the following:

- (a) the superannuation payments will be calculated based on the employer superannuation

contribution of 17% for the period of the unpaid parental leave, up to a maximum of 6 months;

- (b) the superannuation payments will be calculated based on the staff member's ordinary hours of work immediately prior to the period of paid primary carer leave and based on the staff member's **superannuable salary** upon becoming eligible for the payment;
- (c) where a non-primary carer transitions to become the primary carer and takes paid parental leave under clause 39.9 (non-primary carer transition to primary carer) the superannuation payments on any unpaid parental leave taken will be limited to a period equivalent to the paid primary carer parental leave taken by the staff member, to a maximum of 6 months. For example, a staff member entitled to 10 weeks paid primary carer parental leave shall only be entitled to superannuation payments under this clause 39.10 based on up to 10 weeks of unpaid parental leave taken; and
- (d) the superannuation payments will be made directly into the staff member's nominated superannuation account following the staff member becoming eligible under this provision.

Unpaid parental leave

- 39.11** Eligibility and entitlement to unpaid parental leave is provided to staff including those in **Casual Employment** in accordance with the **NES**. Further, a staff member with less than 12 months employment with the **University** at the date of birth or placement (including a casual who is employed by the **University** immediately prior to the taking of the leave) will be eligible for unpaid parental leave for a period of up to 52 weeks.

Cessation of pregnancy and parental bereavement leave

- 39.12** Where the pregnancy of a staff member terminates other than by the birth of a living **child**, the staff member may take leave as follows:
- (a) within the first 16 weeks of pregnancy, the staff member will be entitled to 5 days paid leave;
 - (b) between 16 and 20 weeks of pregnancy, the staff member will be entitled to 2 weeks paid leave;
 - (c) after 20 weeks of pregnancy has elapsed, or their **child** dies after the staff member has commenced paid parental leave, the staff member will be entitled to paid leave not exceeding the amount of parental leave available under clause 39.7.
- 39.13** Where a staff member's partner (including same sex partner) or other parent of the **child**:
- (a) is at least 20 weeks' pregnant and the pregnancy terminates other than by the birth of a living **child**; or
 - (b) is on parental leave and the **child** dies within 4 weeks of the **child's** date of birth / placement
- the staff member will be entitled to 2 weeks paid leave.
- 39.14** Unless an earlier date is agreed between the staff member and the **University**, and subject to any unpaid parental leave under the **NES**, the staff member will return to duty at the completion of leave provided by clause 39.7.
- 39.15** In addition to the paid leave provided for in clause 39.12 and clause 39.13 a staff member may apply for leave such as personal / carer's leave, compassionate leave, annual leave, or long service leave as prescribed in this **Agreement**.
- 39.16** Documentation will be required to support any period of leave pursuant to clause 39.12 to clause 39.15.

Rules for taking parental leave

- 39.17** Only one parent can receive paid primary carer parental leave entitlements in respect to the birth or placement of their **child** at any given time. Where a non-primary carer transitions to

become the **primary carer**, the non-primary carer's entitlement will be reduced by any period within the period of 52 weeks after the birth or placement of the **child** that:

- (a) their **partner** or another person is, or will be the **primary carer** of the same **child**; or
- (b) their **partner** has received, or will receive, any parental leave entitlements (paid or unpaid) from any employer; or
- (c) the staff member has received, or will receive, paid partner leave entitlements in relation to their **child**.

39.18 The period of leave available to a **partner** who is **primary carer** will be determined in production of appropriate evidence of **primary carer** status.

39.19 Where both the **primary carer** and **partner** are staff members, the **primary carer** paid leave entitlement may be distributed between the 2 staff members so long as they are the **primary carer** for the respective periods and at least one of the staff members is eligible. This will not increase the total paid parental leave entitlement.

39.20 A staff member employed in **Fixed Term Employment** or **Contingent Employment** will cease to have an entitlement to parental leave upon the expiration of the contract or end of employment.

Calculation of pay for the purposes of parental leave

39.21 Paid parental leave will be granted at the staff member's salary at the commencement of the parental leave period. Any temporary reduction in fraction associated with the pregnancy will be disregarded.

39.22 A staff member may elect to take the entitlement to 26 weeks paid primary carer parental leave as full pay or pro rata pay over a period of up to 52 weeks.

39.23 A staff member who is on unpaid leave (other than unpaid parental leave) is not eligible for paid parental leave for the duration of the unpaid leave. 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 unpaid leave is within 26 weeks after the birth or date of placement.

Using other leave in conjunction with parental leave

39.24 A staff member may take other accrued leave, including annual leave or long service leave in addition to parental leave. This leave may be accessed concurrently with unpaid parental leave. Where a staff member takes unpaid parental leave concurrently, this will not increase the total unpaid parental leave entitlement.

Effect of parental leave on continuity of employment and progression

39.25 Periods of paid parental leave will be regarded as service for incremental purposes.

39.26 Paid parental leave provided by this **Agreement** 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. Unpaid parental leave exceeding 5 working days will not count for the accrual of annual leave.

Paid surrogacy leave

39.27 A staff member who is a **surrogate** is entitled to take up to 12 weeks paid surrogacy leave. Staff members in **Casual Employment** are not eligible for paid surrogacy leave.

39.28 Paid surrogacy leave may commence up to 6 weeks prior to the **expected date of birth** of the **child**. The entitlement to paid surrogacy leave ceases 12 weeks after the birth of the **child**.

39.29 The **surrogate** is expected to give 4 weeks' notice of the start of paid surrogate leave, supported by a medical certificate.

40. Other paid leave

40.1 Other paid leave listed in this clause is available to eligible staff as follows:

- (a) **Aboriginal and Torres Strait Islander staff leave** of up to 10 days paid leave and a further 10 days unpaid leave each calendar year for Aboriginal and Torres Strait Islander staff for the purposes of bereavement, participation in National Aboriginal and Islander Day of Observance Committee (NAIDOC) activities and events during NAIDOC week, fulfilling or participating in ceremonial obligations and attendance at community organisation events or other relevant cultural events.
- (b) **Compassionate leave** of up to 2 days paid leave per occasion per the **NES**.
- (c) **Domestic and family violence and abuse leave** of up to 10 days paid leave each calendar year where the staff member (including staff in **Casual Employment**) is experiencing **domestic and family violence and abuse**, for medical appointments, legal proceedings and other activities related to **domestic and family violence and abuse**. A further 10 days paid leave is available for staff (other than staff in **Casual Employment**) where the initial 10 days has been exhausted in a calendar year. Unpaid leave will not unreasonably be refused.
- (d) **Gender affirmation leave** of up to 10 days paid leave each calendar year for attending medical and legal appointments, or other matters related to the staff member's gender affirmation. The leave may also be used for staff recovering from medical procedures and for continuing treatment and support.
- (e) **Jury duty leave** where a staff member is required to attend for jury duty or is installed as a member of a jury with leave to be paid at their ordinary rate of pay less any monies paid to the staff member directly for the jury duty.
- (f) **Witness leave** where a staff member is required as a witness in proceedings related to a **University** matter, they will be considered to be on duty. Where a staff member is subpoenaed, summonsed, or called as a witness for other proceedings, they are required to apply for and will be granted annual leave, long service leave, or unpaid leave.
- (g) **Emergency services leave** of up to 2 days paid leave per occasion for the purposes of undertaking voluntary emergency management activities where the staff member is a member of a recognised emergency management body. Up to 2 additional days paid leave is available per occasion for the purposes of responding to declared disasters and emergencies. The staff member may also apply for and will be granted unpaid leave, annual leave, or long service leave for any period of voluntary emergency management activity. Any period of leave to engage in voluntary emergency management activities will count as service for all purposes; and
- (h) **Defence leave** of up to 14 days paid leave per calendar year to undertake Australian Defence Force (ADF) Reserve service training and / or operational duty. Up to 14 days additional paid leave may be taken in a staff member's first year of ADF Reserve service for attendance at recruitment and initial engagement activities. The staff member may elect to apply for unpaid leave, annual leave, long service leave, or a combination of these types of leave to cover periods of Defence Reserves service. Periods of unpaid leave will not count as service but will not constitute a break in service.

40.2 The **University** may require staff to provide supporting information and / or evidence for applications of the above leave categories.

40.3 Other paid leave outlined in clause 40.1 above does not accrue from year to year and is not paid out on termination of employment.

41. Unpaid leave

41.1 The **University** may grant unpaid leave in certain circumstances on application by the staff member.

41.2 Unpaid leave will not count as service unless specifically provided for in this **Agreement**.

- 41.3** Unpaid leave greater than 5 working days in a 12-month period of service will not count as service for the purposes of:
- (a) annual leave accruals;
 - (b) incremental salary progression; or
 - (c) long service leave accrual for staff with less than 10 years' service unless another employer pays the **University** an appropriate amount to cover the long service leave accrual during the period of unpaid leave.
- 41.4** Unpaid leave greater than 6 months will count as service for the purposes of long service leave accrual purposes where the staff member has greater than 10 years' service.
- 41.5** The **University** will make superannuation contributions for any periods of unpaid leave required by the Defence Force to be taken by a staff member who is a Defence Reservist for Defence Service for periods of 10 days or more in any calendar year, subject to the rules of staff member's nominated superannuation fund.

PART 6 - OUR COMMITMENTS

42. Our shared commitment to our values

- 42.1 The **University** is committed to inspiring our staff to achieve an outstanding student experience and support our vision to be a world-leading university for our regions. Achieving our goals and demonstrating our commitments is a collaborative effort between our staff, our leaders, and our **Unions**.
- 42.2 The **University** will always seek to meet its commitments and recognise that successful management of its commitments will require balance and prioritisation.

43. Our commitment to Aboriginal and Torres Strait Islander staff

- 43.1 The **University** acknowledges that Aboriginal and Torres Strait Islander people are 2 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.
- 43.2 The **University** will continue to strengthen and enhance a workplace environment that values Aboriginal and Torres Strait Islander peoples' cultures, aspirations, and contributions.
- 43.3 The **University** will continue to implement, fund, review, improve and comply with its Aboriginal and Torres Strait Islander employment strategy and action plan, 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), the Aboriginal and Torres Strait Islander Employment Committee and the Pro Vice-Chancellor, Indigenous Strategy and Leadership.
- 43.4 The **University** has established and will maintain the position of Pro Vice-Chancellor, Indigenous Strategy and Leadership. This position is responsible for:
- (a) provision of high-quality strategic advice to senior management of the **University** on Indigenous matters within the **University** and in the wider community;
 - (b) 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
 - (c) providing direction and leadership that contributes to the effective delivery of outcomes for the **University's** strategic priorities in Indigenous education, research, and collaboration.
- 43.5 The **University** will seek to continue to improve representation of Aboriginal and Torres Strait Islander staff, guided by the following objectives:
- (a) ensure significant Aboriginal and Torres Strait Islander representation in employment throughout the **University**, and across classification levels and within all areas of the **University** in line with institutional targets, with a current target of 3.9% of staff (For example, based on the University's 2025 annual report, a target of 3.9% of staff represents 118 staff);
 - (b) increase the number of identified positions for Aboriginal and Torres Strait Islander peoples across classification levels for both academic and **Professional Staff** and across colleges and divisions of the **University**;
 - (c) increase opportunities for further study, mentoring, 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;
 - (d) promote self-determination by Aboriginal and Torres Strait Islander staff in respect of career choices and opportunities;

- (e) 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));
 - (f) identify and recognise workload implications that arise for Aboriginal and Torres Strait Islander staff in adhering to community and cultural protocols; and
 - (g) encourage and facilitate networking for Aboriginal and Torres Strait Islander staff.
- 43.6** 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.
- 43.7** The **University** will provide and encourage staff to participate in Indigenous Cultural Capability training / Indigenous Studies training with a priority for those with supervisory and / or teaching and learning responsibilities.
- 43.8** The **University** will ensure that staff are supported in eliminating racism and discrimination in the workplace and will recognise and promote knowledge of, and commitment to, Aboriginal and Torres Strait Islander peoples and cultures in its employment framework. 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.
- 43.9** In order to implement the terms of this clause, the **University** will maintain and fund the position of Aboriginal and Torres Strait Islander Employment Partner (or equivalent) as an identified Aboriginal and Torres Strait Islander position and, the parties agree to have an Aboriginal and / or Torres Strait Islander **NTEU** and **CPSU Representative** on the Aboriginal and Torres Strait Islander Employment Committee.
- 43.10** The Aboriginal and Torres Strait Islander Employment Committee will 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**.
- 43.11** Should it be apparent to the **University**, the **NTEU** or the **CPSU** 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 the targets will be met.
- 43.12** Where possible, selection of new staff 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.
- 43.13** All Aboriginal and Torres Strait Islander staff newly appointed to the **University** 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.
- 43.14** 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.
- 43.15** Aboriginal and Torres Strait Islander staff on expiring **Fixed Term Employment** 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.
- 43.16** The **University**, in conjunction with the Aboriginal and Torres Strait Islander Employment Partner 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.

- 43.17** All newly appointed staff to the **University** will be required to complete cultural capability training as part of the staff induction process.
- 43.18** 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.

44. Our commitment to excellence

Intellectual freedom

- 44.1** The parties are committed to act in a manner consistent with the protection and promotion of academic freedom within the **University**.
- 44.2** Staff 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.
- 44.3** Staff providing statements / public comment on behalf of the **University** may only do so in accordance with the appropriate authorisation / delegation and the **University's** Code of Conduct.
- 44.4** 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.
- 44.5** The **University** will encourage staff to participate in governance of the institution and acknowledges the rights of staff to express disagreement with **University** decisions and with the processes used to make those decisions. The **University** is committed to operating in a transparent manner.
- 44.6** The parties will uphold the principle and practice of academic freedom in accordance with the highest ethical, professional, and legal standards.

Intellectual property

- 44.7** The parties will adopt the following principles to the management of intellectual property, subject to legislative provisions on moral and intellectual property rights:
- (a) The **University** asserts ownership of intellectual property created by originators in the course of their employment with the **University** unless specified otherwise.
 - (b) A minimum of 50% of the net financial return received by the **University** as a result of exploitation of **University** intellectual property will be distributed to the originator.
 - (c) The rights and responsibilities of originators and managers of intellectual property are to be properly communicated to staff.
- 44.8** A staff member may enter into a commercial agreement with the **University** relating to intellectual property.

45. Our commitment to equity

Equity, diversity, and inclusion

- 45.1** The **University** is committed to the promotion of the principles of equal employment opportunity and promoting equity, diversity, and inclusion in its employment practices and policies.
- 45.2** The **University** will consult staff on strategies related to equal employment opportunity, including the development of equity, diversity, and inclusion initiatives, through the **University's** Equity, Diversity and Inclusion Committee and the Staff Consultative Committee.

Dignity and respect at work

- 45.3** The **University** is committed to creating and maintaining a working environment of dignity, respect and inclusion which is free from all forms of unlawful discrimination and harassment (including sexual harassment).
- 45.4** The **University** will comply with its obligations under Federal and State anti-discrimination legislation and State work health and safety legislation. The parties will work together to prevent and eliminate unlawful discrimination, harassment (including sexual harassment), vilification, victimisation and bullying in employment at the **University** and will not tolerate such behaviours in its workplaces.
- 45.5** The **University** will act promptly to address allegations of discrimination, harassment (including sexual harassment), bullying or victimisation.

Domestic and family violence and abuse

- 45.6** The **University** is committed to providing support to staff members who experience **domestic and family violence and abuse**. This includes paid leave, access to counselling, flexible work, and other arrangements (e.g., adjustment to performance expectations for an agreed time).

Dependent care support

- 45.7** The **University** recognises that staff members who are required to travel away from their normal work location or be directed to work additional hours (including attending training or conferences) outside the staff member's normal hours of work may incur additional dependent care expenses. The **University** will reimburse a staff member for the additional costs incurred for dependent care support, being the lesser of the actual costs incurred or the applicable rate for **University**-provided childcare.

46. Our commitment to engagement

Representation

- 46.1** A staff member or the **University** may nominate a **Representative** in the following processes of this **Agreement**:
- (a) consultation on major workplace change - [SCHEDULE 10 – MANAGING MAJOR WORKPLACE CHANGE](#)
 - (b) consultation on change to ordinary hours of work - clause 54
 - (c) consultation on change to regular rosters for rostered staff - clause 55
 - (d) dispute resolution procedures - [SCHEDULE 16 – DISPUTE RESOLUTION PROCEDURES](#)
 - (e) managing underperformance procedure - [SCHEDULE 11 – MANAGING UNDERPERFORMANCE PROCEDURE](#)
 - (f) managing misconduct / serious misconduct procedure - [SCHEDULE 12 – MANAGING MISCONDUCT / SERIOUS MISCONDUCT PROCEDURE](#)
 - (g) Research Code breach procedure – [SCHEDULE 13 – RESEARCH CODE BREACH PROCEDURE](#); or
 - (h) review of decisions - [SCHEDULE 17 – REVIEW OF DECISIONS](#).
- 46.2** The **University** will allow a **Representative** who is a staff member reasonable time away from usual duties or time allocation in their workload to represent the interests of another staff member in relation to the processes in clause 46.1 above, subject to operational requirements and written approval of the **delegate**.
- 46.3** Where reference is made to the right of a staff member to choose to be represented or accompanied in any discussion or other matter under this **Agreement**, this will not include an engaged practising barrister or solicitor unless otherwise specified.

Union representatives

- 46.4** The **University** recognises a staff member's right to be a member of, and to be represented by, a **Union**, and the contribution that the **Unions** make to employment relations within the **University**.
- 46.5** Training and support will be provided to staff members who are nominated **Union** delegates including adequate time release from ordinary duties subject to operational requirements and adequate notice being given to the **University**. Where a **workplace delegate** has exhausted the entitlement to paid training set out at clause 46.18 of this **Agreement**, the **workplace delegate** may request additional time release under this clause 46.5. Requests for time release will be determined by the **delegate**.
- 46.6** Access to appropriate facilities, including, secure workspace, electronic facilities and notice boards, will be provided to the **Unions** to perform responsibilities related to this **Agreement**.
- 46.7** The **University** recognises the **Unions'** role in facilitating consultation and communication between staff and management. To facilitate communication with staff, **Union** nominees 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.
- 46.8** New staff will be provided with access to relevant information and staff support, including **Union** contact details, as part of the **University's** onboarding program.
- 46.9** Upon the written request of a staff member, the **University** will deduct **Union** fees from the staff member's salary. There will be no charge to the staff member or the **Union** for this service. This arrangement may be terminated by the staff member by 2 weeks' written notice to the **University**.

Workplace delegate rights

- 46.10** In the following clauses, "delegate's organisation" means the employee organisation in accordance with the rules of which the **workplace delegate** was appointed or elected; and "eligible workers" means members and persons eligible to be members of the **workplace delegate's** organisation who work in the **University**.
- 46.11** Before exercising entitlements under the following clauses, a **workplace delegate** must give the **University** written notice of their appointment or election as a **workplace delegate**. If requested, the **workplace delegate** must provide the **University** with evidence that would satisfy a reasonable person of their appointment or election.
- 46.12** A staff member who ceases to be a **workplace delegate** must give written notice to the **University** within 14 days.

Workplace delegate - Right of representation

- 46.13** In addition to the processes listed in clause 46.1, a **workplace delegate** may represent the industrial interests of eligible workers who wish to be represented by the **workplace delegate** in matters including:
- (a) enterprise bargaining where the **workplace delegate** has been appointed as a bargaining representative under section 176 of the **Act** or is assisting the delegate's organisation with enterprise bargaining; and
 - (b) any process or procedure within an award, enterprise agreement, or workplace policy under which eligible workers are entitled to be represented and which concerns their industrial interests.

Workplace delegate - Entitlement to reasonable communication

- 46.14** A **workplace delegate** may communicate with eligible workers in relation to their industrial interests. This includes discussing membership of the delegate's organisation and representation with eligible workers.
- 46.15** A **workplace delegate** may communicate with eligible workers during working hours or work breaks, or before or after work.

Workplace delegate - Entitlement to reasonable access to the workplace and workplace facilities

- 46.16** The **University** must provide a **workplace delegate** with access to or use of the following workplace facilities:
- (a) a room or area to hold discussions that is fit for purpose, private and accessible by the **workplace delegate** and eligible workers;
 - (b) a physical or electronic noticeboard;
 - (c) electronic means of communication ordinarily used in the workplace by the **University** to communicate with eligible workers and by eligible workers to communicate with each other, including access to Wi-Fi;
 - (d) a lockable filing cabinet or other secure document storage area; and
 - (e) office facilities and equipment including printers, scanners, and photocopiers.
- 46.17** The **University** is not required to provide access to or use of a workplace facility if:
- (a) the workplace does not have the facility;
 - (b) due to operational requirements, it is impractical to provide access to or use of the facility at the time or in the manner it is sought; or
 - (c) the **University** does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps.

Workplace delegate - Entitlement to reasonable access to training

- 46.18** The **University** must provide a **workplace delegate** with access to up to five days of paid time during normal working hours for initial training and at least one day each subsequent year, to attend training related to representation of the industrial interests of eligible workers, subject to the following conditions:
- (a) In each year commencing 1 July, the **University** is not required to provide access to paid time for training to more than one **workplace delegate** per 50 eligible workers.
 - (b) The number of eligible workers will be determined on the day a **workplace delegate** requests paid time to attend training, as the number of eligible workers who are:
 - (i) full-time or part-time staff members; or
 - (ii) regular casual staff members.
 - (c) Payment for a day of paid time during normal working hours is payment of the amount the **workplace delegate** would have been paid for the hours the **workplace delegate** would have been rostered or required to work on that day if the **workplace delegate** had not been absent from work to attend the training.
 - (d) The **workplace delegate** must give the **University** not less than five weeks' notice (unless the **University** and **workplace delegate** agree to a shorter period of notice) of the dates, subject matter, the daily start and finish times of the training, and the name of the training provider.
 - (e) If requested by the **University**, the **workplace delegate** must provide the **University** with an outline of the training content.
 - (f) The **University** must advise the **workplace delegate** not less than two weeks from the day on which the training is scheduled to commence, whether the **workplace**

delegate's access to paid time during normal working hours to attend the training has been approved. Such approval must not be unreasonably withheld.

- (g) The **workplace delegate** must, within seven days after the day on which the training ends, provide the **University** with evidence that would satisfy a reasonable person of their attendance at the training.

Workplace delegate - Exercise of workplace delegate entitlements

46.19 A **workplace delegate's** entitlements are subject to the conditions that the **workplace delegate** must, when exercising those entitlements:

- (a) comply with the reasonable policies and procedures of the **University**, including the Code of Conduct and requirements in relation to work health and safety and acceptable use of IT resources;
- (b) not hinder, obstruct, or prevent eligible workers exercising their rights to freedom of association.

46.20 When exercising any entitlements under clauses 46.10 – 46.23, a **workplace delegate** must, other than in the reasonable exercise of those entitlements:

- (a) comply with their duties and obligations as a staff member; and
- (b) not hinder, obstruct, or prevent the normal performance of work.

46.21 The **University** is not required to provide a **workplace delegate** with access to electronic means of communication in a way that provides individual contact details for eligible workers.

46.22 The **workplace delegate** clauses above do not require an eligible staff member to be represented by a **workplace delegate** without the worker's agreement.

46.23 The **University** must not:

- (a) unreasonably fail or refuse to deal with a **workplace delegate**; or
- (b) knowingly or recklessly make a false or misleading representation to a **workplace delegate**; or
- (c) unreasonably hinder, obstruct, or prevent the exercise of the rights of a **workplace delegate** under the **Act** of the above clauses.

Staff Consultative Committee

46.24 The implementation and application of this **Agreement** will be considered by a Staff Consultative Committee which will generally meet on a 2 monthly basis, or as requested, and include consultation on matters arising from this **Agreement**.

46.25 Specific matters or reports to be considered by the Staff Consultative Committee will include (but will not be limited to):

- (a) in relation to any broad, systemic workload concerns - clause 31.8 (Managing staff workload);
- (b) in relation to salary packaging opportunities as they arise - clause 19.1 (Salary packaging)
- (c) in relation to the operation of the **University's** Work Health and Safety framework including the Employee Assistance Program - clause 47.5 (Staff counselling and assistance);
- (d) in relation to environmental sustainability initiatives - clause 47.7 (Environmental sustainability);
- (e) in relation to post-implementation review for **major workplace change** – Schedule 10, clause 3.14 (Post-implementation review);
- (f) in relation to categories of employment – clause 8 (Categories of employment);

- (g) consultation on policy and guideline development that affects the working conditions of staff, including to seek to ensure that policies are applied in a fair and consistent manner; and
- (h) consultation and agreement on any variation to the secondary descriptors - clause 21.2 (Classification structure and review).

46.26 Membership of the Staff Consultative Committee will:

- (a) consist of 3 **Representatives** of the **NTEU** (2 of whom will be **Professional Staff** of the **University**), 3 **Representatives** of the **CPSU** (2 of whom will be **Professional Staff** of the **University**) and 4 **Representatives** of the **University**;
- (b) have a quorum of 1 representative from each party; and
- (c) be empowered to co-opt further members or allow additional attendees.

46.27 Staff Consultative Committee members 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 be absent from work with their **supervisor** before doing so.

47. Our commitment to safety, well-being, and sustainability

Work health and safety

47.1 The **University** recognises its obligations under the *Work Health and Safety Act 2011* (NSW) and related legislation to provide a safe and healthy workplace and is committed to taking all reasonable measures to achieve this including promoting and providing training in work health and safety.

47.2 Concerns regarding work health and safety may be resolved by reference to the relevant Health and Safety Committee and, where required, the **University's** Health and Safety Committee. Should these avenues fail to resolve the concerns, the matter may then be referred to the dispute resolution procedures [SCHEDULE 16 – DISPUTE RESOLUTION PROCEDURES](#).

47.3 The **University** will provide a program incorporating the principle of reasonable adjustment to support injured and ill staff members return to the workplace.

Mental health and well-being

47.4 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. Staff will be consulted on strategies related to supporting mental health and well-being.

Staff counselling and assistance

47.5 The **University** will provide staff members and their families with timely access to a counselling service through an Employee Assistance Program.

Damage to personal property

47.6 The **University** will compensate a staff member for damage to their **personal property** if the damage is caused by:

- (a) the negligence of the **University**, another staff member, or both, in the performance of their duties; or
- (b) a defect in the **University's** materials or equipment; or
- (c) a staff member protecting or attempting to protect the **University's** property from loss or damage.

Environmental sustainability

- 47.7** The parties recognise 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**.
- 47.8** The **University** is committed to improving the environmental sustainability of the **University** by incorporating sustainable practices into its strategies and plans and by promoting a culture of sustainability.
- 47.9** Staff will be consulted and have the opportunity to have input into the development and implementation of initiatives to promote environmental sustainability, primarily through the Staff Consultative Committee.

PART 7 - SUPPORTING PERFORMANCE AND CAREER DEVELOPMENT

48. Our commitment to supporting performance and career development

- 48.1** The **University** recognises the value of attracting, developing, and retaining high quality staff and are committed to supporting staff to meet performance and behaviour expectations as determined by the **University**.
- 48.2** The **University** supports staff to achieve and maintain an effective level of performance at work. We support a high-performance culture through an annual staff performance and development program.
- 48.3** The parties recognise our joint responsibility to discuss performance issues as they arise and work to resolve them as expeditiously as possible.
- 48.4** The **University** encourages staff to participate in career development activities, including development opportunities aimed at furthering their career and promotion prospects. We recognise the importance of identifying and facilitating staff development opportunities to maintain and improve skills, enhance career opportunities, and promote organisational performance.
- 48.5** The **University** encourages staff to undertake professional development and skills recognition activities to enable them to build performance capability and achieve **University** objectives. The **University** supports professional development needs subject to available funding where these are agreed between the **University** and the staff member.
- 48.6** The **University** supports its work units through team development opportunities that reflect the capability needs of the work unit in line with the **University's** strategic objectives, as well as the training and development needs of team members. Team development opportunities will be made available to staff members.

49. Supporting professional and career development

- 49.1** The **University** will provide professional and career development opportunities and activities for staff. This may include access to:
- (a) short courses, conferences, and other professional development opportunities;
 - (b) secondments, internal and external to the **University**;
 - (c) job swaps or rotations;
 - (d) mentoring, coaching, and job shadowing;
 - (e) internal and external networking opportunities;
 - (f) stretch assignments, projects and acting at a higher level;
 - (g) international development scholarships;
 - (h) a staff learning and development portal; and
 - (i) job application and interview skills support.
- 49.2** The **University** provides staff in **Casual Employment** opportunity to access adequate resources, career development, and professional development.

50. Supporting staff as students

- 50.1** The **University** provides support for staff members undertaking a course of study leading to a qualification relevant and appropriate to the staff member's current or likely future duties and responsibilities at the **University**. Staff members (other than staff in **Casual Employment**) with an appointment of 12 months or more may apply for study support including:

- (a) study leave during working hours up to a maximum of 35 hours per semester or trimester (generally on the basis of 30 minutes for every face-to-face hour or equivalent);
- (b) exam leave for the duration of the exam or up to 4 hours per exam for take home exams;
- (c) pre-exam leave up to the time for the actual duration of the exam;
- (d) travel time to attend an exam in ordinary working hours; and
- (e) reimbursement of fees to a maximum of 50%.

51. Supporting secondments, placements, and transfers

- 51.1** Secondments, placements, and transfers may be offered by the **University** and agreed by the staff member; or requested by a staff member and agreed by the **University**.
- 51.2** Secondment for a defined period within the **University** will normally be promoted through an open expression of interest process unless operational requirements make this impracticable.
- 51.3** The **University** may direct a secondment, placement, or transfer of a staff member at or above the same substantive level. Such a direction will have regard to the staff member's skills and experience and be made following consultation with the relevant manager and the staff member. Where the **University** directs a staff member to undertake a secondment, the staff member has a right of return.
- 51.4** Specific details and conditions relating to the transfer, placement or secondment will be confirmed in writing. This will include any right of return arrangement for secondments.
- 51.5** Staff members seconded, transferred, or placed will be provided with a period of familiarisation and training.

52. Supporting a high-performance culture

- 52.1** We promote a performance planning and review process that:
 - (a) aligns each staff member's endeavours with their level of appointment, the operational needs of their work unit and the **University's** strategic objectives;
 - (b) provides ongoing opportunity for dialogue, confidential discussions and feedback between a staff member and their **supervisor**;
 - (c) identifies and facilitates individual staff development to maintain and improve skills, enhance career opportunities, and promote organisational performance;
 - (d) promotes resolution of performance concerns through measures such as guidance, counselling, development, work allocation, and workload;
 - (e) identifies and clarifies roles, duties, goals and objectives and performance expectations consistent with the staff member's position description; and
 - (f) recognises and rewards performance.
- 52.2** As part of the annual performance and development program, staff must:
 - (a) engage in performance planning and goal setting to jointly develop an annual performance and development plan with their manager; and
 - (b) review and provide feedback on performance, achievements, and the effectiveness of development activities.

PART 8 - CONSULTATION ON WORKPLACE CHANGE

53. Consultation on major workplace change

- 53.1** The **University** recognises that job security is important for staff and is committed to exploring strategies and considering options such as attrition, voluntary separation, job redesign, redeployment, training and development, use of leave by agreement, reduced employment fractions, relocation support, secondment, and transfer to avert or minimise redundancies resulting from implementing **major workplace change**.
- 53.2** Where the **University** conducts a review of production, program, organisation, structure, or technology in relation to its enterprise that is likely to lead to **major workplace change**, the **University** will, where practicable, seek views and opinions from affected staff as part of the review. The review will occur prior to a definite decision to proceed with a **major workplace change** in accordance with [SCHEDULE 10 – MANAGING MAJOR WORKPLACE CHANGE](#) unless such a review is not practical or appropriate.
- 53.3** **Major workplace change** will be managed in a fair, objective, and transparent manner and be undertaken in an appropriate timeframe in accordance with [SCHEDULE 10 – MANAGING MAJOR WORKPLACE CHANGE](#).
- 53.4** A staff member affected by **major workplace change** may appoint a **Representative** and the **University** will consult the **Representative** of the staff member including providing the opportunity for the **Representative** to provide comments, recommendations and submissions on any of the **major workplace change** procedures in accordance with [SCHEDULE 10 – MANAGING MAJOR WORKPLACE CHANGE](#).
- 53.5** The **University** will give timely and genuine consideration to matters raised by affected staff and their **Representatives** relating to managing and implementing **major workplace change**.
- 53.6** The **University** is not required to disclose any confidential or commercially sensitive information to staff members or their **Representatives** as part of consulting on **major workplace change**.

54. Consultation on change to ordinary hours of work

- 54.1** Where a change is proposed to ordinary hours of work, and where [SCHEDULE 7 – INDIVIDUAL FLEXIBILITY ARRANGEMENTS AND FLEXTIME SCHEME](#), clause 24 (Flexible work arrangements), and clause 53 (Consultation on **major workplace change**) do not apply, the **University** will:
- (a) provide information about the change (for example, what the change will be and when);
 - (b) invite the affected staff member(s) to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and
 - (c) consider these views about the impact of the change.

55. Consultation on change to regular rosters for rostered staff

- 55.1** A regular roster or a shift in a regular roster may be changed at any time for operational reasons following consultation with the staff member(s) affected in accordance with clause 55.2 and, subject to the following:
- (a) changes of shift in regular rosters will be notified at least 72 hours before they become operative;
 - (b) changes of regular rosters will be notified at least 7 days before they become operative;
 - (c) where another staff member is absent from duty on account of illness or in an emergency, changes may be made at short notice. A replacement staff member working on a day that would have been their day off will be paid at overtime rates; and

- (d) places in shifts or rosters may be swapped by agreement between the staff members involved and the **University**, provided that the **University** will not incur additional shift or overtime penalties as a consequence of the swap.

55.2 Where a change is proposed to the regular roster of one or more staff, without any change to the limits on the number of ordinary hours set out at clause 23.2 or the shift allowances set out at clause 29, and where [SCHEDULE 7 – INDIVIDUAL FLEXIBILITY ARRANGEMENTS AND FLEXTIME SCHEME](#), clause 24 (Flexible work arrangements) and clause 53 (Consultation on major workplace change) do not apply, the **University** will:

- (a) provide information about the change (for example, what the change will be and when);
- (b) invite the affected staff member(s) to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and
- (c) consider these views about the impact of the change.

PART 9 - ENDING EMPLOYMENT AT THE UNIVERSITY

56. Resignation

- 56.1 A staff member, other than a staff member in **Casual Employment**, may resign from the **University** by giving 4 weeks' notice.
- 56.2 The **University** will not unreasonably refuse a request by a staff member to reduce the period of notice.
- 56.3 If a staff member does not serve their full notice period, the **University** may deduct from the staff member's final pay an amount equivalent to the shortfall in notice.

57. Termination

- 57.1 The **University** may terminate the employment of a staff member in accordance with:
- (a) Clause 7 (Probation)
 - (b) Clause 58 (Abandonment of employment)
 - (c) Clause 59 (Managing underperformance)
 - (d) Clause 60 (Managing misconduct / serious misconduct)
 - (e) Clause 61 (Research Code breach)
 - (f) Clause 63 (Redeployment and redundancy); and
 - (g) Clause 64 (Ill-health and incapacity).
- 57.2 Where the **University** terminates the employment of a staff member (other than a staff member in **Casual Employment** or where the staff member's employment is terminated on the grounds of **serious misconduct**), the staff member will be given 4 weeks' notice and / or payment in lieu of notice, 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.
- 57.3 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 weeks' notice or payment in lieu.
- 57.4 The notice periods above do not apply to:
- (a) a staff member who is terminated by the **University** on the grounds of **serious misconduct**, where termination will be without notice or payment in lieu; or
 - (b) a staff member who is employed in **Casual Employment**, where termination may be by giving one hour's notice or the minimum period of engagement (whichever is greater), or payment in lieu; or
 - (c) if the staff member is terminated by the **University** because they are not able to perform the inherent requirements of their position due to ill-health or incapacity, in which case the notice of termination, or payment in lieu, will be 6 months.

58. Abandonment of employment

- 58.1 In circumstances where it appears that there has been **abandonment of employment**:
- (a) the **University** will make reasonable attempts (including a registered letter) to contact the staff member to require them to provide an explanation for the absence;
 - (b) the staff member will be on unauthorised unpaid leave during the absence;
 - (c) if there was a reasonable cause for the absence, the staff member may retrospectively apply for an appropriate form of leave to cover the absence;

- (d) if the staff member does not establish to the satisfaction of the **University** that there was a reasonable cause for the absence, and the staff member seeks to return to work, the matter may be dealt with as possible **misconduct**; and
- (e) if the staff member fails to respond within 10 working days of the registered letter in accordance with clause 58.1(a), the staff member will be deemed to have abandoned their employment. In that case, the staff member will be entitled only to payment up to the last day of attendance for work or any later period of authorised leave.

59. Managing underperformance

- 59.1 The **University** will take appropriate steps to identify and address concerns about performance as they arise.
- 59.2 Where a staff member does not or is unwilling to improve their performance, or the **supervisor** / manager identifies that the staff member's performance is unsatisfactory, [SCHEDULE 11 – MANAGING UNDERPERFORMANCE PROCEDURE](#) will apply. Action taken in accordance with this procedure may include disciplinary action up to and including termination of employment.

60. Managing misconduct / serious misconduct

- 60.1 The **University** will take appropriate steps to identify and address conduct issues as they arise.
- 60.2 **Misconduct / serious misconduct** will be managed in accordance with [SCHEDULE 12 – MANAGING MISCONDUCT / SERIOUS MISCONDUCT PROCEDURE](#). Action taken in accordance with this procedure may include disciplinary action up to and including termination of employment.
- 60.3 Where there is ambiguity as to whether the managing misconduct / serious misconduct procedure, the managing underperformance procedure, or the Research Code breach procedure (or 2 or more) should apply, the **delegate** will determine which process should apply to avoid duplication. If, during the process, it becomes apparent that the alternative process is more applicable, the **University** may adopt the alternative process and steps taken under the first process will be recognised in the second process.

61. Research Code breach

- 61.1 **Research Code** breaches will be managed in accordance with [SCHEDULE 13 – RESEARCH CODE BREACH PROCEDURE](#). Action taken in accordance with this procedure may include disciplinary action up to and including termination of employment.

62. Suspension of employment

- 62.1 A staff member may be suspended on full pay in circumstances where the staff member is alleged to have engaged in **misconduct / serious misconduct**, or **Research Code** breach. This includes in circumstances where the staff member's continued presence in the workplace:
 - (a) constitutes a risk to the health and safety of a person; and / or
 - (b) poses a threat to the reputation, viability, or profitability of the **University**; and / or
 - (c) interferes with evidence relevant to an investigation.
- 62.2 The suspension will be notified in writing to the staff member. Where necessary, the staff member will be permitted reasonable access to the **University's** systems and facilities to prepare for the case and to collect personal property.

63. Redeployment and redundancy

- 63.1 Redeployment and redundancy will be managed in accordance with [SCHEDULE 14 – REDEPLOYMENT AND REDUNDANCY PROCEDURE](#).

64. Ill-health and incapacity

- 64.1 The **University** will take appropriate steps to identify and address ill-health and incapacity issues as they arise.
- 64.2 Ill-health and incapacity will be managed in accordance with [SCHEDULE 15 – MANAGING ILL-HEALTH AND INCAPACITY PROCEDURE](#). Action taken in accordance with this procedure may include action up to and including termination of employment.

65. Cessation of Contingent Employment

Notice at cessation of Contingent Employment

- 65.1 When the **Contingent Funding** that supports a staff member's **Contingent Employment** ceases:
- (a) the **University** may transfer the staff member to another equivalent position; or
 - (b) if a transfer opportunity does not exist, the **University** will provide to the staff member the minimum notice period for termination in accordance with clauses 65.2 – 65.4 below.
- 65.2 That notice will be the greater of:
- (a) any entitlement to notice prescribed in the staff member's contract of employment; or
 - (b) 4 weeks' notice.
- 65.3 In addition to that notice, a staff member over the age of 45 years at the time of the giving of the notice and with not less than 2 years' continuous service will be entitled to an additional week's notice.
- 65.4 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**:
- (a) advises those circumstances to the staff member in writing at the latest time at which the notice would otherwise be required to be given; and
 - (b) gives notice to the staff member at the earliest practicable date thereafter.
- 65.5 The **University** may make payment in lieu of the whole or part of the notice period.

Severance pay at cessation of Contingent Employment

- 65.6 Where a staff member who is in **Contingent Employment** is given notice under clause 65.1(b) and who seeks to continue the employment, severance pay is payable on cessation of **Contingent Employment** in accordance with table 1 below.

Table 1: Severance pay at cessation of Contingent Employment

Length of continuous service	Severance pay
Less than 1 year	Nil
At least 1 but less than 2 years	4 weeks
At least 2 but less than 3 years	6 weeks

At least 3 but less than 4 years	7 weeks
At least 4 but less than 5 years	8 weeks
At least 5 but less than 6 years	10 weeks
At least 6 but less than 7 years	11 weeks
At least 7 but less than 8 years	13 weeks
At least 8 but less than 9 years	14 weeks
At least 9 but less than 10 years	16 weeks
At least 10 years	12 weeks

- 65.7** 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 65.6 above, up to a maximum of 52 weeks.

Deferral of severance payment on cessation of Contingent Employment

- 65.8** Where the **University** advises a staff member in writing that further employment may be offered within 6 weeks of cessation of **Contingent Employment**, the **University** may defer payment of severance pay for a maximum of 6 weeks from cessation of the **Contingent Employment**, and where an offer of employment, which is substantially similar to the earlier employment, is made within that period, no severance pay is payable.

66. Expiry of Fixed Term Employment

Notice at expiry of Fixed Term Employment

- 66.1** A staff member in **Fixed Term Employment** will be provided with a written notice of the expiry of the fixed term 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.

- 66.2** That notice will be the greater of:

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

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

- 66.4** The **University** may make payment in lieu of the whole or part of the notice period.

Offer of further employment

- 66.5** Other than in exceptional circumstances, at the time of giving the notice required above, 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:

- (a) the incumbent was employed in that position or a substantially similar position through a competitive and open selection process;

- (b) the incumbent has performed satisfactorily in that position; and
- (c) where the staff member refuses any reasonable offer of further employment, there will be no entitlement to severance pay.

Severance pay at expiry of Fixed Term Employment

66.6 Where the staff member seeks to continue the employment, but further employment is not offered to the staff member, severance pay is payable on cessation of employment at the expiry of the fixed term 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.

66.7 Severance pay will be in accordance with table 2 below.

Table 2: Severance pay at expiry of Fixed Term Employment

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

Deferral of severance payment on expiry of Fixed Term Employment

66.8 Where the **University** advises a staff member in writing that further employment may be offered within 6 weeks of the expiry of the period of **Fixed Term Employment**, the **University** may defer payment of severance pay for a maximum of 6 weeks from the expiry of the **Fixed Term Employment**, and where an offer of employment, which is substantially similar to the earlier employment, is made within that period, no severance pay is payable.

67. Termination because work no longer required during Fixed Term Employment

- 67.1** A staff member's **Fixed Term Employment** may be terminated during the fixed term where the work is no longer required to be undertaken, in which case the staff member is entitled to payment equivalent to the lesser of 6 months' salary at the date of termination or the balance of the contract. To avoid doubt, no severance pay is payable.

PART 10 - OTHER MATTERS

68. Dispute resolution

68.1 If a dispute relates to:

- (a) a matter arising under the **Agreement**; or
- (b) the **NES**;

the procedures contained in [SCHEDULE 16 – DISPUTE RESOLUTION PROCEDURES](#) will be followed to settle the dispute.

69. University positions referred to under this Agreement

69.1 Where this **Agreement** refers to a person holding a specified position in the **University** as having a power or duty under this **Agreement**, that reference is taken to include a reference to any **delegate** or to any changed description / designation of that position.

70. Review of decisions under this Agreement

70.1 The review processes applying to relevant decisions made under this **Agreement** are set out and will be in accordance with [SCHEDULE 17 – REVIEW OF DECISIONS](#).

SCHEDULE 1 - TRANSITIONAL ARRANGEMENTS

1. Transitional arrangements for processes commenced under the **2023 Agreement** and the relevant terms of this **Agreement** are set out in table S1 below.

Table S1: Transitional arrangements

University of Newcastle Professional Staff Enterprise Agreement 2023	University of Newcastle Professional Staff Enterprise Agreement 2026
Managing probation procedure – Schedule 2	<u>SCHEDULE 2 – MANAGING PROBATION PROCEDURE</u>
Managing underperformance procedure - Schedule 10	<u>SCHEDULE 11 – MANAGING UNDERPERFORMANCE PROCEDURE</u>
Managing misconduct / serious misconduct procedure – Schedule 11	<u>SCHEDULE 12 – MANAGING MISCONDUCT / SERIOUS MISCONDUCT PROCEDURE</u>
Managing Research Code breach procedure – Schedule 12	<u>SCHEDULE 13 – RESEARCH CODE BREACH PROCEDURE</u>
Consultation on major workplace change – Clause 9.1	<u>SCHEDULE 10 – MANAGING MAJOR WORKPLACE CHANGE</u>
Managing redeployment and redundancy procedure – Schedule 13	<u>SCHEDULE 14 – REDEPLOYMENT AND REDUNDANCY PROCEDURE</u>
Abandonment of employment – Clause 10.3	Clause 58 (Abandonment of employment)
Managing incapacity procedure – Schedule 14	<u>SCHEDULE 15 – MANAGING ILL-HEALTH AND INCAPACITY PROCEDURE</u>
Review of decisions – Schedule 15	<u>SCHEDULE 17 – REVIEW OF DECISIONS</u>
Dispute resolution – clause 11.2	<u>SCHEDULE 16 – DISPUTE RESOLUTION PROCEDURES</u>

SCHEDULE 2 - MANAGING PROBATION PROCEDURE

1. Scope

- 1.1 This Schedule applies to staff in **Continuing Employment**, **Fixed Term Employment**, and **Contingent Employment**. This Schedule does not apply to staff in **Casual Employment**.
- 1.2 Subject to clause 1.3 below, and where practicable, the **University** will not terminate a staff member's employment under this procedure unless the staff member has been informed of, and given opportunity to:
- (a) address any deficiencies in their performance which have been identified under Step 2 of this procedure; and
 - (b) respond to any adverse material about the staff member on which the **University** intends to rely.
- 1.3 Notwithstanding any other provision of this **Agreement**, the **University** may terminate a staff member at any time (with or without notice) during their **probation** period, where the staff member has engaged in **serious misconduct**, provided reasonable endeavours are taken by the **University** to give the staff member the opportunity to respond to the allegations.

2. Procedure

- 2.1 The **University** will follow this procedure for managing **probation**.
- 2.2 A decision made, or step taken, in relation to a staff member's **probation** is not invalid only because it is inconsistent with the procedure in this Schedule, provided that the inconsistency with the procedure does not result in any material disadvantage to the staff member.

Step 1 – Commencement of employment

- 2.3 At the commencement of employment, the staff member's **supervisor** will clarify the objectives and performance indicators and establish a development plan for the **probation** period consistent with the requirements of the role and classification level as described in [SCHEDULE 5 – THE UNIVERSITY OF NEWCASTLE CLASSIFICATION DESCRIPTORS](#).

Step 2 – During probation period

- 2.4 The staff member's **supervisor** will at regular intervals or as necessary during the **probation** period and subject to participation by the staff member:
- (a) facilitate and encourage regular dialogue with the staff member regarding their performance and behaviour during probation;
 - (b) monitor the staff member's progress, provide constructive feedback and counselling (in both scheduled and informal meetings) and either confirm satisfactory progress or identify concerns to assist the staff member to achieve their probationary objectives;
 - (c) discuss any concerns about the staff member's progress, performance or conduct as they arise, and to attempt to resolve the concerns promptly;
 - (d) develop strategies to resolve any identified difficulties which, if appropriate, will include reasonable training and professional development to support the staff member undertake the role. This may include assigning a mentor to provide advice and guidance to assist the staff member to achieve their probation goals; and
 - (e) document progress against objectives and maintain records of meetings, agreements and outcomes and provide copies to the staff member.

Step 3 – Final Review

- 2.5 The staff member's **supervisor** will meet with the staff member for a final review prior to the end of the probationary period subject to participation by the staff member. The purpose of

the meeting is to discuss and report progress, performance, and any significant concerns. The staff member will have 5 working days to respond and / or provide additional information in relation to the final review report.

Step 4 – Decision

- 2.6** The **delegate** will consider the final review report, any response from the staff member, seek any clarification (if required) and advise the staff member in writing of the decision that:
- (a) the appointment be confirmed;
 - (b) the probationary period be extended; or
 - (c) the appointment be terminated.

Step 5 – Review of decision

- 2.7** Where the decision in Step 4 is termination the staff member may request a review in accordance with [SCHEDULE 17 – REVIEW OF DECISIONS](#) of decisions within 5 working days of notification of the decision.

Step 6 – Final decision

- 2.8** The relevant **delegate** will consider the reports arising from Step 3 and Step 5 and any response from the staff member and will advise the staff member in writing of the decision that:
- (a) the appointment be confirmed;
 - (b) the probationary period be extended; or
 - (c) the appointment be terminated with notice or payment in lieu of notice.
- 2.9** Prior to confirming a decision to terminate, the **delegate** 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.

SCHEDULE 3 - RATES TO BE PAID TO HIGHER EDUCATION WORKERS

1. Annual rates for ordinary hours worked by **Professional Staff** are set out in table S3.1 below.

Table S3.1: Rates to be paid to Higher Education Workers

Classification	Annual Salary (Full-time staff) Current \$	3.5% From the start of the first pay period commencing on or after 1/03/2026 \$	3.5% From the start of the first pay period commencing on or after 1/03/2027 \$	3.5% From the start of the first pay period commencing on or after 1/03/2028 \$	3.5% From the start of the first pay period commencing on or after 1/03/2029 \$	1.2% From the start of the first pay period commencing on or after 1/09/2029 \$
HEW 1						
HEW Level 1.1	57,002	58,997	61,062	63,199	65,411	66,196
HEW Level 1.2	58,514	60,562	62,682	64,876	67,147	67,953
HEW Level 1.3	60,024	62,125	64,299	66,549	68,878	69,705
HEW Level 1.4	61,538	63,692	65,921	68,228	70,616	71,463
HEW 2						
HEW Level 2.1	61,538	63,692	65,921	68,228	70,616	71,463
HEW Level 2.2	63,156	65,366	67,654	70,022	72,473	73,343
HEW Level 2.3	64,776	67,043	69,390	71,819	74,333	75,225
HEW 3						
HEW Level 3.1	64,776	67,043	69,390	71,819	74,333	75,225
HEW Level 3.2	67,714	70,084	72,537	75,076	77,704	78,636
HEW Level 3.3	71,637	74,144	76,739	79,425	82,205	83,191
HEW Level 3.4	74,491	77,098	79,796	82,589	85,480	86,506

HEW 4						
HEW Level 4.1	74,491	77,098	79,796	82,589	85,480	86,506
HEW Level 4.2	76,650	79,333	82,110	84,984	87,958	89,013
HEW Level 4.3	78,810	81,568	84,423	87,378	90,436	91,521
HEW Level 4.4	80,972	83,806	86,739	89,775	92,917	94,032
HEW 5						
HEW Level 5.1	80,972	83,806	86,739	89,775	92,917	94,032
HEW Level 5.2	83,586	86,512	89,540	92,674	95,918	97,069
HEW Level 5.3	86,195	89,212	92,334	95,566	98,911	100,098
HEW Level 5.4	88,808	91,916	95,133	98,463	101,909	103,132
HEW Level 5.5	91,424	94,624	97,936	101,364	104,912	106,171
HEW Level 5.6	93,929	97,217	100,620	104,142	107,787	109,080
HEW 6						
HEW Level 6.1	93,929	97,217	100,620	104,142	107,787	109,080
HEW Level 6.2	97,162	100,563	104,083	107,726	111,496	112,834
HEW Level 6.3	100,398	103,912	107,549	111,313	115,209	116,592
HEW Level 6.4	103,641	107,268	111,022	114,908	118,930	120,357
HEW 7						
HEW Level 7.1	103,641	107,268	111,022	114,908	118,930	120,357
HEW Level 7.2	106,880	110,621	114,493	118,500	122,648	124,120

HEW Level 7.3	110,122	113,976	117,965	122,094	126,367	127,883
HEW Level 7.4	113,357	117,324	121,430	125,680	130,079	131,640
HEW Level 7.5	116,596	120,677	124,901	129,273	133,798	135,404
HEW 8						
HEW Level 8.1	116,596	120,677	124,901	129,273	133,798	135,404
HEW Level 8.2	119,318	123,494	127,816	132,290	136,920	138,563
HEW Level 8.3	123,718	128,048	132,530	137,169	141,970	143,674
HEW Level 8.4	126,963	131,407	136,006	140,766	145,693	147,441
HEW Level 8.5	129,552	134,086	138,779	143,636	148,663	150,447
HEW Level 8.6	132,789	137,437	142,247	147,226	152,379	154,208
HEW Level 8.7	136,030	140,791	145,719	150,819	156,098	157,971
HEW 9						
HEW Level 9.1	136,030	140,791	145,719	150,819	156,098	157,971
HEW Level 9.2	139,265	144,139	149,184	154,405	159,809	161,727
HEW Level 9.3	142,508	147,496	152,658	158,001	163,531	165,493
HEW Level 9.4	145,745	150,846	156,126	161,590	167,246	169,253
HEW 10						
HEW Level 10.1	145,745	150,846	156,126	161,590	167,246	169,253

- 1.1** The minimum salary point for **Learning Advisor** on commencement (4 years of training and 4 years' relevant experience with a recognised institution) is **HEW Level 7.1**. For each year of additional relevant experience with a recognised institution a **Learning Advisor** will be entitled to commence on a higher salary point on the basis of 1 step for each year of service up to a maximum of **HEW Level 7.5**.

2. Junior Apprentices

2.1 Annual rates for ordinary hours worked by Junior Apprentices are set out in table S3.2 below.

Table S3.2: Rates to be paid to Junior Apprentices

Year	Annual Salary (Full-time staff) Current \$	3.5% From the start of the first pay period commencing on or after 1/03/2026 \$	3.5% From the start of the first pay period commencing on or after 1/03/2027 \$	3.5% From the start of the first pay period commencing on or after 1/03/2028 \$	3.5% From the start of the first pay period commencing on or after 1/03/2029 \$	1.2% From the start of the first pay period commencing on or after 1/09/2029 \$
Year 1	32,387	33,521	34,694	35,908	37,165	37,611
Year 2	42,102	43,576	45,101	46,680	48,314	48,894
Year 3	51,823	53,637	55,514	57,457	59,468	60,182
Year 4	61,538	63,692	65,921	68,228	70,616	71,463

2.2 The rates of pay for apprentices is based on a percentage of **HEW Level 3.1** salary rates. The percentage is increased for each year of the apprenticeship.

3. Adult Apprentices

3.1 Annual rates for ordinary hours worked by Adult Apprentices are set out in table S3.3 below.

Table S3.3: Rates to be paid to Junior Apprentices

Year	Annual Salary (Full-time staff) Current \$	3.5% From the start of the first pay period commencing on or after 1/03/2026 \$	3.5% From the start of the first pay period commencing on or after 1/03/2027 \$	3.5% From the start of the first pay period commencing on or after 1/03/2028 \$	3.5% From the start of the first pay period commencing on or after 1/03/2029 \$	1.2% From the start of the first pay period commencing on or after 1/09/2029 \$
Year 1	53,763	55,645	57,593	59,609	61,695	62,435
Year 2	57,002	58,997	61,062	63,199	65,411	66,196
Year 3	60,240	62,348	64,530	66,789	69,127	69,957
Year 4	63,481	65,703	68,003	70,383	72,846	73,720

3.2 The rates of pay for apprentices is based on a percentage of **HEW Level 3.1** salary rates. The percentage is increased for each year of the apprenticeship.

4. Artist's Models

4.1 Annual rates for ordinary hours worked by Artist's Models are set out in table S3.4 below.

Table S3.4: Rates to be paid to Artist's Models

Classification	Annual Salary (Full-time staff) Current \$	3.5% From the start of the first pay period commencing on or after 1/03/2026 \$	3.5% From the start of the first pay period commencing on or after 1/03/2027 \$	3.5% From the start of the first pay period commencing on or after 1/03/2028 \$	3.5% From the start of the first pay period commencing on or after 1/03/2029 \$	1.2% From the start of the first pay period commencing on or after 1/09/2029 \$
Draped HEW Level 1.1	57,002	58,997	61,062	63,199	65,411	66,196
Undraped HEW Level 1.2	58,514	60,562	62,682	64,876	67,147	67,953

5. Exam Supervisors

5.1 Rates for ordinary hours worked by Exam Supervisors are set out in table S3.5 below.

Table S3.5: Rates to be paid to Exam Supervisors

Classification	Casual hourly rate (including 25% casual loading) Current \$	3.5% From the start of the first pay period commencing on or after 1/03/2026 \$	3.5% From the start of the first pay period commencing on or after 1/03/2027 \$	3.5% From the start of the first pay period commencing on or after 1/03/2028 \$	3.5% From the start of the first pay period commencing on or after 1/03/2029 \$	1.2% From the start of the first pay period commencing on or after 1/09/2029 \$
HEW Level 1.1 1 candidate	39.02	40.39	41.80	43.26	44.77	45.31
HEW Level 1.4 2 to 50 candidates	42.15	43.63	45.16	46.74	48.38	48.96
HEW Level 3.4 51 to 150 candidates	50.98	52.76	54.61	56.52	58.50	59.20

HEW Level 4.4 151 to 250 candidates	55.44	57.38	59.39	61.47	63.62	64.38
HEW Level 5.5 251 to 350 candidates	62.58	64.77	67.04	69.39	71.82	72.68
HEW Level 6.3 351 to 450 candidates	68.69	71.09	73.58	76.16	78.83	79.78
HEW Level 7.3 451 or more candidates	75.39	78.03	80.76	83.59	86.52	87.56
HEW Level 1.3 Assistant Supervisor	41.08	42.52	44.01	45.55	47.14	47.71
HEW Level 3.3 Amanuensis	49.03	50.75	52.53	54.37	56.27	56.95
HEW Level 3.3 Supervisor External Exam Centre	49.03	50.75	52.53	54.37	56.27	56.95

6. Traineeships

- 6.1** Minimum wage rates and conditions for staff undertaking traineeships is set out in *Schedule E to the Miscellaneous Award 2020*. For clarity, no other terms and conditions of the *Miscellaneous Award 2020* (other than Schedule E) apply to staff covered by this **Agreement**.

SCHEDULE 4 - ALLOWANCES

- The following allowances are payable to eligible staff members in addition to their ordinary rate of pay as set out in table S4 below.

Table S4: Allowances

Allowance	Application	Amount Payable
Aboriginal and Torres Strait Islander Language – Level 1	Elementary level. 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.	\$1,844 per annum increased with salary increases in clause 16 of this Agreement
Aboriginal and Torres Strait Islander Language – Level 2	Represents a level of ability for ordinary purposes of general business conversation, reading, and writing.	\$3,442 per annum increased with salary increases in clause 16 of this Agreement
Higher Duties / Relieving	Paid to a staff member for: - performing a significant proportion of duties at a higher classification; or - to perform tasks related to a specific task or project; or - relieving in an existing position at a higher classification level for at least 5 consecutive workings days.	An allowance equal to the difference between the ordinary rate that the staff member is receiving in the position they substantively occupy and the ordinary rate of the higher classified position or a percentage of that amount if partial duties are performed (i.e. equate with the proportion of duties of the higher position performed). Periods of higher duties / relieving will attract payment at the allowance rate for periods of personal / carer's leave, annual leave, and long service leave, provided that such periods of leave are reasonable and within the period of higher duties / relieving.
First Aid	Staff who have a current St John Ambulance or equivalent first aid qualification and appointed by the University to be responsible for first aid facilities, injury records, and the provision of first aid.	\$21.83 per week increased with salary increases in clause 16 of this Agreement
Clothing and Safety Equipment	Where staff are required to wear uniform / protective clothing provided by the University and where the costs of maintenance, cleaning and	Determined by the University

Allowance	Application	Amount Payable
	replacement are not paid by the University .	
Electricians High Voltage	Electricians Paid to qualified Electricians who have passed a test of their knowledge of the Electrical Safety Rules and who are required by the University to work or supervise or direct work in accordance with those rules.	\$59.24 per week increased with salary increases in clause 16 of this Agreement \$55.44 per week increased with salary increases in clause 16 of this Agreement
On Call	Paid where a staff member is required to be rostered on call between Monday to Friday, in accordance with clause 27.1. Paid where a staff member is required to be rostered on call between Saturday and Sunday, in accordance with clause 27.1.	\$29.00 per day \$34.80 per day
Meal Allowance (overtime)	Weekdays: when the staff member has worked approved overtime beyond the ordinary hours of work (clause 23) for more than 2 hours. Saturday and Sunday: when the staff member has worked approved overtime for more than 5 hours. Where overtime is commenced before 6.00am when this is at least 1 hour prior to normal starting time. Will not be paid if the staff member can reasonably return home for a meal and then resume duty or a meal is provided by the University .	\$40.78 increased with salary increases in clause 16 of this Agreement

SCHEDULE 5 - THE UNIVERSITY OF NEWCASTLE CLASSIFICATION DESCRIPTORS

1. Definitions

1.1 Definition 1: Supervision

Close supervision: clear and detailed instructions are provided. Tasks are covered by standard procedures. Deviation from procedures or unfamiliar situations are referred to higher levels. Work is regularly checked.

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

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

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

1.2 Definition 2: Qualifications (Within the Australian Qualifications Framework)

- (a) **Year 12:** Completion of a senior secondary certificate of education, usually in Year 12 of secondary school.
- (b) **Trade certificate:** Completion of an apprenticeship, normally of 4 years' duration, or equivalent recognition, e.g. Certificate III.
- (c) **Post-trade certificate:** A course of study over and above a trade certificate and less than a Certificate IV.
- (d) **Certificates I and II:** Courses that recognise basic vocational skills and knowledge, without a Year 12 prerequisite.
- (e) **Certificate III:** A course that provides a range of well-developed skills and is comparable to a trade certificate.
- (f) **Certificate IV:** A course that provides greater breadth and depth of skill and knowledge and is comparable to a 2 year part-time post-Year 12 or post-trade certificate course.
- (g) **Diploma:** A course at a higher education or vocational educational and training institution, typically equivalent to 2 years full-time post-Year 12 study.
- (h) **Advanced diploma:** A course at a higher education or vocational educational and training institution, typically equivalent to 3 years full-time post-Year 12 study.
- (i) **Degree:** A recognised degree from a higher education institution, often completed in 3 or 4 years, and sometimes combined with a one-year diploma.
- (j) **Postgraduate degree:** A recognised postgraduate degree, over and above a degree as defined above.

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

1.3 Definition 3 – Classification dimensions

- (a) **Training level or qualifications:** The type and duration of training which the duties of the classification level typically require for effective performance. Training is the process of acquiring skills and knowledge through formal education, on the job instruction or exposure to procedures.
- (b) **Occupational equivalent:** Examples of occupations typically falling within each classification level.
- (c) **Level of supervision:** This dimension covers both the way in which staff are supervised or managed and the role of staff in supervising or managing others.
- (d) **Task level:** The type, complexity and responsibility of tasks typically performed by staff within each classification level.
- (e) **Organisational knowledge:** The level of knowledge and awareness of the organisation, its structure and functions that would be expected of staff at each proposed classification level, and the purposes to which that organisational knowledge may be put.
- (f) **Judgment, independence, and problem solving:** Judgment is the ability to make sound decisions, recognising the consequences of decisions taken or actions performed. Independence is the extent to which a staff member is able (or allowed) to work effectively without supervision or direction. Problem solving is the process of defining or selecting the appropriate course of action where alternative courses of actions are available. This dimension looks at how much of each of these 3 qualities applies at each classification level.
- (g) **Typical activities:** Examples of activities typically undertaken by staff in different occupations at each of the classification levels.

2. Classifications

2.1 HEW LEVEL 1

- (a) **Training level or qualifications**
 - (i) Staff members at the base of this level would not be required to have formal qualifications or work experience upon engagement.
 - (ii) Staff members engaged at the base of this level will be provided with structured on the job training in addition to up to 38 hours of induction to the higher education industry which will provide information on the higher education institution, conditions of employment, training to be made available and consequent career path opportunities, physical layout of the institution / work areas, introduction to fellow workers and supervisors, work and documentation procedures, occupational health and safety, equal employment opportunity practices and extended basic literacy and numeracy skills training where required / necessary to enable career path progression.
- (b) **Occupational equivalent**
Cleaner, labourer, trainee for level 2 duties.
- (c) **Level of supervision**
Close supervision or, in the case of more experienced staff working alone, routine supervision.
- (d) **Task Level**
Straightforward manual duties or elements of level 2 duties under close supervision and structured on the job training. Some knowledge of materials, e.g. cleaning chemicals and hand tools, may be required. Established procedures exist.
- (e) **Organisational knowledge**
May provide straightforward information to others on building or service locations.

(f) Judgement, independence, and problem solving

Resolve problems where alternatives for the staff member are limited and the required action is clear or can be readily referred to higher levels.

(g) Typical activities

Perform a range of industrial cleaning tasks, move furniture, assist trades personnel with manual duties.

2.2 HEW LEVEL 2

(a) Training level or qualifications

Level 2 duties typically require a skill level which assumes and requires knowledge, training or experience relevant to the duties to be performed, or completion of year 12 without work experience or an equivalent combination of experience and training.

(b) Occupational equivalent

Administrative assistant, security patrol officer.

(c) Level of supervision

Routine supervision of straightforward tasks; close supervision of more complex tasks (see below).

(d) Task Level

Straightforward manual duties or elements of level 2 duties under close supervision and structured on the job training. Some knowledge of materials, e.g. cleaning chemicals and hand tools, may be required. Established procedures exist.

(e) Organisational knowledge

Following training, may provide general information / advice and assistance to members of the public, students and other staff which is based on a broad knowledge of the staff member's work area / responsibility, including knowledge of the functions carried out and the location and availability of particular personnel and services.

(f) Judgement, independence, and problem solving

(i) Solve relatively simple problems with reference to established techniques and practices. Will sometimes choose between a range of straightforward alternatives.

(ii) A staff member at this level will be expected to perform a combination of various routine tasks where the daily work routine will allow the latitude to rearrange some work sequences, provided the prearranged work priorities are achieved.

(g) Typical activities

(i) Administrative positions at this level may include duties involving the inward and outward movement of mail, keeping, copying, maintaining, and retrieving records, straightforward data entry, and retrieval.

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

2.3 HEW LEVEL 3

(a) Training level or qualifications

(i) Level 3 duties typically require a skill level which assumes and requires knowledge or training in clerical / administrative, trades or technical functions equivalent to:

- completion of a trades certificate or Certificate III; or
- completion of Year 12 or Certificate II, with relevant work experience; or
- equivalent relevant experience or combination of relevant experience and education / training.

- (ii) Persons advancing through this level may typically perform duties, which require further on the job training or knowledge and training equivalent to progress toward completion of a Certificate IV or Diploma.
- (b) **Occupational equivalent**
Tradesperson, technical assistant / technical trainee, administrative / secretarial.
- (c) **Level of supervision**
In technical positions, routine supervision, moving to general direction with experience. In other positions, general direction. This is the first level where supervision of other staff may be required.
- (d) **Task Level**
Some complexity. Apply body of knowledge equivalent to trade certificate or Certificate III, including diagnostic skills and assessment of the best approach to a given task.
- (e) **Organisational knowledge**
Perform tasks / assignments, which require knowledge of the work area processes and an understanding of how they interact with other related areas and processes.
- (f) **Judgement, independence, and problem solving**
Exercise judgement on work methods and task sequence within specified timelines and standard practices and procedures.
- (g) **Typical activities**
 - (i) In trades positions, apply the skills taught in a trade certificate or Certificate III, including performance of a range of construction, maintenance, and repair tasks, using precision hand and power tools and equipment. In some cases, this will involve familiarity with the work of other trades or require further training.
 - (ii) In technical assistant positions:
 - assist a technical officer in operating a laboratory, including ordering supplies;
 - assist in setting up routine experiments;
 - monitor experiments for report to a technical officer;
 - assist with the preparation of specimens;
 - assist with the feeding and care of animals;
 - operate and maintain basic research facility equipment.
 - (iii) In administrative positions, perform a range of administrative support tasks including:
 - standard use of range of desktop-based programs e.g. word processing, established spreadsheet or database applications, and management information systems (e.g. financial, student or human resource systems). This may include store and retrieve documents, key and lay out correspondence and reports, merge, move and copy, use of columns, tables, and basic graphics.
 - provide general administrative support to other staff, including setting up meetings, answering straightforward inquiries, and directing others to the appropriate personnel; and
 - process accounts for payment.
 - (iv) Staff would be expected to perform a greater range and complexity of tasks as they progressed through the level and obtained further training.

2.4 HEW LEVEL 4

- (a) **Training level or qualifications**
Level 4 duties typically require a skill level which assumes and requires knowledge or training equivalent to:
 - (i) completion of a diploma level qualification with relevant work related experience;

- (ii) completion of a post-trades certificate or advanced certificate and extensive relevant
- (iii) experience and on the job training; or
- (iv) an equivalent combination of relevant experience and / or education / training.
- (b) **Occupational equivalent**
Technical officer or technician, clerical / secretarial above Level 3, advanced tradesperson.
- (c) **Level of supervision**
In technical positions, routine supervision to general direction depending upon experience and the complexity of the tasks. In other positions, general direction. May supervise or co-ordinate others to achieve objectives, including liaison with staff at higher levels. May undertake stand-alone work.
- (d) **Task Level**
May undertake limited creative, planning, or design functions; apply skills to a varied range of different tasks.
- (e) **Organisational knowledge**
Perform tasks / assignments, which require proficiency in the work area's rules, regulations, processes, and techniques, and how they interact with other related functions.
- (f) **Judgement, independence, and problem solving**
 - (i) In trades positions, extensive diagnostic skills.
 - (ii) In technical positions, apply theoretical knowledge and techniques to a range of procedures and tasks.
 - (iii) In administrative positions, provide factual advice, which requires proficiency in the work area's rules and regulations, procedures requiring expertise in a specialist area or broad knowledge of a range of personnel and functions.
- (g) **Typical activities**
 - (i) In trades positions:
 - work on complex engineering or interconnected electrical circuits;
 - exercise high precision trades skills using various materials and / or specialised techniques.
 - (ii) In technical assistant positions:
 - develop new equipment to criteria developed and specified by others;
 - under routine direction, assist in the conduct of major experiments and research programs and / or in setting up complex or unusual equipment for a range of experiments and demonstrations; and / or
 - demonstrate the use of equipment and prepare reports of a technical nature as directed;
 - maintain research facilities consumables and track their usage;
 - collect and maintain facility data and records.
 - (iii) In Library Officer positions:
 - undertake copy cataloguing and data processing;
 - use a range of bibliographic databases and electronic resource packages;
 - undertake acquisitions and collection management work; and / or
 - provide an enquiry service, guidance, and advice utilising University systems, applications, and online resources.
 - (iv) In administrative positions:
 - may use a full range of desktop-based programs, including word processing packages, mathematical formulae and symbols, manipulation of text and

layout in desktop publishing and / or web software, and management information systems;

- be responsible for providing a full range of secretarial services, e.g. in a College;
- plan and set up spreadsheets or data base applications;
- provide advice to students on enrolment procedures and requirements; and / or
- administer enrolment and course progression records.

2.5 HEW LEVEL 5

(a) Training level or qualifications

Level 5 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- completion of a degree without subsequent relevant work experience; or
- completion of an advanced diploma qualification and at least one year's subsequent relevant work experience; or
- completion of a diploma and at least 2 years subsequent relevant work experience; or
- completion of a Certificate IV and extensive relevant work experience;
- completion of a post-trades certificate or advanced certificate and extensive relevant experience as a technician; or
- an equivalent combination of relevant experience and / or education / training.

(b) Occupational equivalent

Graduate (i.e., degree) or professional, without subsequent work experience on entry (including inexperienced computer systems officer); administrator with responsibility for advice and determinations; experienced technical officer.

(c) Level of supervision

In professional positions, routine supervision to general direction, depending on tasks involved and experience. In other positions, general direction and may supervise other staff.

(d) Task Level

Apply body of broad technical knowledge and experience at a more advanced level than Level 4, including the development of areas of specialist expertise. In professional positions, apply theoretical knowledge, at degree level, in a straightforward way. In administrative positions, provide interpretation, advice and decisions on rules and entitlements.

(e) Organisational knowledge

Perform tasks / assignments, which require proficiency in the work area's rules, regulations, processes, and techniques, and how they interact with other related functions, in order to assist in their adaptation to achieve objectives, and advise, assist, and influence others.

(f) Judgement, independence, and problem solving

In professional positions, solve problems through the standard application of theoretical principles and techniques at degree level. In technical positions, apply standard technical training and experience to solve problems. In administrative positions, may apply expertise in a particular set of rules or regulations to make decisions, or be responsible for co-coordinating a team to provide an administrative service.

(a) Typical activities

(i) In technical positions:

- develop new equipment to general specifications;

- under general direction, assist in the conduct of major experiments and research programs and / or in setting up complex or unusual equipment for a range of experiments and demonstrations;
 - under broad direction, set up, monitor and demonstrate standard experiments and equipment use;
 - prepare reports of a technical nature.
- (ii) In support librarian positions:
- perform at a higher level than Level 4, including:
 - delivery of information and digital skills programs and promotion of collections and services;
 - contribute to the creation of digital learning objects;
 - complex bibliographic verification;
 - data and system issues analysis and resolution.
- (iii) In administrative positions:
- responsible for the explanation and administration of an administrative function, e.g., HECS advice, records, determinations and payments, a centralised enrolment function, the organisation and administration of exams at a small campus.
- (iv) In professional positions and under professional supervision:
- work as part of a research team in a support role;
 - provide technical inductions and skills training to research facility users
 - provide counselling services.

2.6 HEW LEVEL 6

(a) Training level or qualifications

Level 6 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- (i) a degree with subsequent relevant experience; or
- (ii) extensive experience and specialist expertise or broad knowledge in technical or administrative fields; or
- (iii) an equivalent combination of relevant experience and / or education / training.

(b) Occupational equivalent

Graduate or professional with subsequent relevant work experience (including a computer systems officer with some experience); line manager; experienced technical specialist and / or technical supervisor.

(c) Level of supervision

In professional positions, general direction; in other positions, broad direction. May have extensive supervisory and line management responsibility for technical, clerical, administrative and other non-professional staff.

(d) Task Level

Perform work assignments guided by policy, precedent, professional standards and managerial or technical expertise. Staff members would have the latitude to develop or redefine procedure and interpret policy so long as other work areas are not affected. In technical and administrative areas, have a depth or breadth of expertise developed through extensive relevant experience and application.

(e) Organisational knowledge

Perform tasks / assignments, which require proficiency in the work area's existing rules, regulations, processes, and techniques and how they interact with other related functions, and to adapt those procedures and techniques as required to achieve objectives without impacting on other areas.

(f) Judgement, independence, and problem solving

Discretion to innovate within own function and take responsibility for outcomes; design, develop and test complex equipment, systems, and procedures; undertake planning involving resources use and develop proposals for resource allocation; exercise high level diagnostic skills on sophisticated equipment or systems; analyse and report on data and experiments.

(b) Typical activities

(i) In technical positions:

- manage a teaching or research laboratory or a field station;
- provide highly specialised technical services;
- set up complex experiments;
- design and construct complex or unusual equipment to general specifications;
- assist honours and postgraduate students with their laboratory requirements; and / or
- install, repair, provide and demonstrate computer services in laboratories.

(ii) In administrative positions:

- provide financial, policy and planning advice;
- service a range of administrative and academic committees, including preparation of agendas, papers, minutes, and correspondence; and / or
- monitor expenditure against budget in a school or small college.

(iii) In professional positions and under professional supervision:

- work as part of a research team;
- provide a range of library services, including bibliographic assistance, collection development and management, original cataloguing / metadata creation, information and digital skills training, research, and bibliometric services;
- provide counselling services;
- undertake a range of computer programming tasks;
- provide documentation and assistance to computer users; and / or
- analyse less complex user and system requirements.

2.7 HEW LEVEL 7

(a) Training level or qualifications

Level 7 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- (i)** a degree with at least 4 years subsequent relevant experience; or
- (ii)** extensive experience and management expertise in technical or administrative fields; or
- (iii)** an equivalent combination of relevant experience and / or education / training.

(b) Occupational equivalent

Senior librarian, technical manager, senior research assistant, professional or scientific officer, senior administrator in a small less complex college.

(c) Level of supervision

Broad direction. May manage other administrative, technical, and / or professional staff.

(d) Task Level

Independently relate existing policy to work assignments or rethink the way a specific body of knowledge is applied in order to solve problems. In professional or technical positions, may be a recognised authority in a specialised area.

(e) Organisational knowledge

Detailed knowledge of academic and administrative policies and the interrelationships between a range of policies and activities.

(f) Judgement, independence, and problem solving

Independently relate existing policy to work assignments, rethink the way a specific body of knowledge is applied in order to solve problems, adapt procedures to fit policy prescriptions or use theoretical principles in modifying and adapting techniques. This may involve stand-alone work or the supervision of others in order to achieve objectives. It may also involve the interpretation of policy, which has an impact beyond the immediate work area.

(c) Typical activities

- (i)** In a library, provide specialist advice and services in the delivery and management of key library functions;
- (ii)** In student services, the training and supervision of other professional staff combined with policy development responsibilities which may include research and publication;
- (iii)** In technical manager positions, the management of teaching and research facilities for a department or school;
- (iv)** In research positions, acknowledged expertise in a specialised area or a combination of technical management and specialist research;
- (v)** In administrative positions, provide less senior administrative support to relatively small and less complex colleges or equivalent.

2.8 HEW LEVEL 8

(a) Training level or qualifications

Level 8 duties typically require a skill level which assumes and requires knowledge or equivalent to:

- (i)** postgraduate qualifications or progress towards postgraduate qualifications and extensive relevant experience; or
- (ii)** extensive experience and management expertise; or
- (iii)** an equivalent combination of relevant experience and / or education / training.

(b) Occupational equivalent

Researcher of national standing; manager (including administrative, research, professional or scientific); senior school or college administrator.

(c) Level of supervision

Broad direction, working with a degree of autonomy. May have management responsibility for a functional area and / or manage other administrative, technical, and / or professional staff.

(d) Task Level

Work at this level is likely to require the development of new ways of using a specific body of knowledge, which applies to work assignments, or may involve the integration of other specific bodies of knowledge.

(e) Organisational knowledge

The staff member would be expected to make policy recommendations to others and to implement programs involving major change, which may impact on other areas of the Institution's operations.

(f) Judgement, independence, and problem solving

Responsible for program development and implementation. Provide strategic support and advice (e.g. to schools or colleges) requiring integration of a range of university

policies and external requirements, and an ability to achieve objectives operating within complex organisation structures.

(d) Typical activities

- (i) Assist in the management of a large functional unit with a diverse or complex set of functions and significant resources;
- (ii) Manage a function or development and implementation of a policy requiring a high degree of knowledge and sensitivity;
- (iii) Manage a small and specialised unit where significant innovation, initiative and/or judgement are required;
- (iv) Provide senior administrative support to schools and colleges of medium complexity, taking into account the size, budget, course structure, external activities and management practices within the college or equivalent unit;
- (v) Apply high level scientific and technical expertise to the design and implementation of improvements to a research facility, equipment, and procedures.

2.9 HEW LEVEL 9

(a) Training level or qualifications

Level 9 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- (i) postgraduate qualifications and extensive relevant experience; or
- (ii) extensive management experience and proven management expertise; or
- (iii) an equivalent combination of relevant experience and / or education / training.

(b) Occupational equivalent

Researcher of national or international standing; senior manager (including administrative, research, professional or scientific); senior school or college administrator.

(c) Level of supervision

Broad direction working with a considerable degree of autonomy. Will have management responsibility for a major functional area and / or manage other administrative, technical, and / or professional staff.

(d) Task Level

Demonstrated capacity to conceptualise, develop, and review major professional, management or administrative policies at the corporate level. Significant high-level creative, planning and management functions. Responsibility for significant resources.

(e) Organisational knowledge

Conceptualise, develop, and review major policies, objectives and strategies involving high level liaison with internal and external client areas. Responsible for programs involving major change, which may impact on other areas of the institution's operations.

(f) Judgement, independence, and problem solving

Responsible for significant program development and implementation. Provide strategic support and advice (e.g. to schools or colleges or at the corporate level) requiring integration of a range of internal and external policies and demands, and an ability to achieve broad objectives while operating within complex organisation structures.

(g) Typical activities

- (i) Assist in the management of a large functional unit / research facility with a diverse or complex set of functions and significant resources;

- (ii) Manage a function or development and implementation of a policy requiring a high degree of knowledge and sensitivity and the integration of internal and external requirements;
- (iii) Manage a small and specialised unit where significant innovation, initiative and / or judgement are required;
- (iv) Provide senior administrative support to the more complex schools and colleges, taking into account the size, budget, course structure, external activities and management practices within the college or equivalent unit.

2.10 HEW LEVEL 10

(a) Training level or qualifications

Duties at or above this Level will typically require a skill level which assumes and requires knowledge or training equivalent to:

- (i) proven expertise in the management of significant human and material resources; and
- (ii) in some areas postgraduate qualifications and extensive relevant experience.

(b) Occupational equivalent

Senior program, research, or administrative manager.

(c) Level of supervision

Broad direction, operating with a high overall degree of autonomy. Will have substantial management responsibility for diverse activities and / or staff (including administrative, technical, and / or professional staff).

(d) Task Level

Complex, significant, and high-level creative planning, program, and managerial functions with clear accountability for program performance. Comprehensive knowledge of related programs. Generate and use a high level of theoretical and applied knowledge.

(e) Organisational knowledge

Bring a multi-perspective understanding to the development, carriage, marketing, and implementation of new policies; devise new ways of adapting the organisation's strategies to new, including externally generated, demands.

(f) Judgement, independence, and problem solving

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

(g) Typical activities

- (i) Manage a large functional unit with a diverse or complex set of functions and significant resources;
- (ii) Manage a more complex function or unit / research facility where significant innovation, initiative and / or judgement are required;
- (iii) Provide compliance and policy advice to assist the decision-making process, through quality business intelligence, benchmarking, and quality assurance;
- (iv) Provide senior administrative support to the most complex schools and colleges in large institutions, involving complex course structures, significant staff, and financial resources, outside activities and extensive devolution of administrative, policy and financial management responsibilities to this position.

SCHEDULE 6 - CLASSIFICATION REVIEW PROCEDURE

1. General principles

1.1 Classification Review:

- (a) is a process for assessing the requirements of a position not the level of performance of an individual;
- (b) is used to ensure positions meet needs and business requirements;
- (c) recognises ongoing, significant, and substantial changes to a position;
- (d) is conducted on an annual basis and / or on the occurrence of significant change in a position's duties and responsibilities;
- (e) is linked to the performance and review process;
- (f) is applied to assure equity and consistency between similar positions;
- (g) is related to the needs of the position and does not relate to performance, length of service, market forces, or retention;
- (h) operates within the organisational structure of the **University**; and
- (i) takes into account that work value relates to the nature of the work, skill and responsibility required.

1.2 In a group of like positions in an organisational area, change to any position may be considered in the context of the group, but this will not prevent a position from being considered for reclassification review as a separate position.

1.3 The **University** will conclude classification reviews no later than 2 months from receipt at Step 2 of the procedure below. In the event of a delay, beyond 2 months, the **delegate** will advise the relevant manager of the circumstances causing the delay, and an estimated time for an outcome.

2. Procedure

2.1 The **University** will follow this procedure for classification review.

2.2 New positions and vacant positions will be assessed to ensure appropriate classification relative to work value of **HEW Levels** 1 to 10. Occupied positions will be reviewed in accordance with the procedure below.

Step 1 – Annual review of position

2.3 Each position should be reviewed yearly, or when there are significant changes to the duties of the position, to identify any changes in duties and responsibility required of the position. This should be done by the manager in discussion with the staff member as part of the performance planning and review process.

2.4 The manager will determine whether:

- (a) no further action is to be taken; or
- (b) request a classification review if there is a perceived increase in work value which will be initiated under Step 2 of this procedure.

2.5 The manager will inform the staff member of the above determination in a timely manner.

2.6 Where the manager determines that no action is to be taken and the staff member is of the view that there is a perceived increase in work value, the staff member may request that their position description be assessed by Human Resource (HR) Services under Step 3.

Step 2 – Recommendation and referral

- 2.7 Where changes in work value are identified at Step 1 a recommendation for classification review supported by a revised position description may be made by the relevant Pro Vice-Chancellor / Director and then referred to HR Services.
- 2.8 The referral may include a proposed date of effect.
- 2.9 If the recommendation is not supported, the PVC / Director will advise the staff member of the reasons.

Step 3 – Assessment and determination

- 2.10 HR Services will examine and assess each referral against the Classification Descriptors in [SCHEDULE 5 – THE UNIVERSITY OF NEWCASTLE CLASSIFICATION DESCRIPTORS](#) and / or the external job evaluation method in accordance with clause 21.4.
- 2.11 HR Services may seek further details from the **supervisor** or staff members.
- 2.12 A recommendation of either no change or a reclassification to a higher level will be provided to the **delegate** for a determination.
- 2.13 HR Services will advise the staff member in writing through the manager of the **delegate's** determination.

Step 4 – Review of decision

- 2.14 A staff member may make an application to the **delegate** for a review of the determination made in Step 2 or Step 3 on the grounds that:
- (a) the process was not followed; or
 - (b) the position is not, or will not be, appropriately classified at a level which most accurately reflects the value of the work required to be performed and the duties and responsibilities of the position.
- 2.15 The review will be completed by an Inquiry Officer, in accordance with [SCHEDULE 17 – REVIEW OF DECISIONS](#).

SCHEDULE 7 - INDIVIDUAL FLEXIBILITY ARRANGEMENTS AND FLEXTIME SCHEME

1. Individual flexibility arrangements

1.1 The **University** and a staff member covered by this **Agreement** may agree to make an individual flexibility arrangement (IFA) to vary the effect of terms of this **Agreement** if:

- (a) the IFA deals with 1 or more of the following matters:
 - (i) an arrangement about when work is performed including variations to ordinary hours of work provided that the IFA does not provide for more than 35 ordinary hours per week (or 140 hours within a work cycle not exceeding 28 days) and specifies that overtime and penalty rates will not apply to work performed during the varied ordinary hours;
 - (ii) an arrangement that allows a staff member in **Continuing Employment** to receive their annual leave loading as part of their regular salary; and
- (b) the IFA meets the genuine needs of the **University** and staff member in relation to the matter or matters it deals with; and
- (c) the IFA is genuinely agreed to by the **University** and staff member, without coercion or duress.

1.2 An IFA may only be made after the individual staff member has commenced employment with the **University**.

1.3 Where the **University** wishes to initiate the making of an IFA, the **University** must:

- (a) give the staff member a written proposal; and
- (b) if the **University** is aware that the staff member has or should reasonably be aware that the staff member may have, limited understanding of written English, take reasonable steps to ensure that the staff member understands the proposal.

1.4 If the **University** proposes to enter into an IFA with a staff member, the **University** must meet with the staff member to discuss the proposal prior to entering the IFA if the staff member requests such a meeting.

1.5 The **University** must ensure that the terms of the IFA:

- (a) are about permitted matters under section 172 of the **Act**; and
- (b) are not unlawful terms under section 194 of the **Act**; and
- (c) result in the staff member being better off overall than the staff member would have been if no IFA were agreed to.

1.6 The **University** must ensure that the IFA:

- (a) is in writing; and
- (b) includes the name of the **University** and the staff member; and
- (c) is signed by the **University** and staff member and, if the staff member is under 18 years of age, is signed by a parent or guardian of the staff member; and
- (d) includes details of:
 - (i) the terms of the **Agreement** that will be varied by the IFA; and
 - (ii) how the IFA will vary the effect of the terms; and
 - (iii) how the staff member will be better off overall in relation to the terms and conditions of their employment as a result of the IFA; and
- (e) states the day on which the IFA commences; and
- (f) describes how the IFA can be terminated.

- 1.7 The **University** must give the staff member a copy of the IFA within 14 days after it is agreed to.
- 1.8 The **University** or staff member may terminate the IFA:
 - (a) at any time, by agreement in writing between the **University** and the staff member; or
 - (b) by the **University** or the staff member giving 28 days written notice to the other party.
- 1.9 An IFA terminated in accordance with clause 1.8 (b) ceases to have effect at the end of the period of notice required under that clause.
- 1.10 The **University** or staff member may use the dispute settlement procedure in this **Agreement** to deal with disputes that may arise concerning the matters dealt with in the IFA.

2. Flextime scheme

- 2.1 The **University** will maintain a flextime scheme which allows flexibility for staff approved to work under the scheme to vary start, finish and break times within a defined 4-week period aligned with the **University** pay cycle.
- 2.2 **Day workers** (other than those in **Casual Employment**) may apply to their **supervisor** for participation in the flextime scheme. While flextime arrangements are not automatic and are subject to agreement by a staff member's **supervisor**, such agreement will not be withheld unless the **supervisor** can demonstrate that flextime does not meet the reasonable requirements of the work area.
- 2.3 Flextime may be accrued only by working additional time within the span of ordinary hours for **day workers** (i.e. 7:00am to 7:00pm, Monday to Friday) over the defined 4-week period. No flextime can be accrued on a Saturday or Sunday, during periods of leave, or on **University Holidays** or **Public Holidays**.
- 2.4 The pattern of hours worked to accrue flextime and take flextime, will be agreed between each staff member and their **supervisor** provided that where a staff member has accrued flextime and has not taken flextime off at any time within the relevant 4-week period, they must be permitted to take the accrued flexible hours within that same 4-week period.
- 2.5 All hours worked and absences within the 4-week period must be recorded by staff and submitted to their **supervisor** for review. Staff may accumulate up to a maximum of 21 flextime hours that must be taken in the same 4-week period. The maximum flextime accrual will be pro-rated for part-time staff in accordance with their employment fraction.
- 2.6 Staff and **supervisors** will periodically assess whether staff members are in excess of the accumulation at clause 2.5 above. If a staff member is in excess, arrangements will be agreed so that flextime will be granted as soon as reasonably possible and requests to take flextime will not be unreasonably refused. If agreement cannot be reached, the **supervisor** may direct the taking of accrued flextime hours.
- 2.7 With the approval of their **supervisor**, staff are able to take accrued flextime in any quantum, including short periods, half days, as a whole day, or multiple days. **Supervisor** approval for taking flextime will not be unreasonably withheld.
- 2.8 Where organisational needs or workload prevent the taking of accrued flextime off in the same 4-week period in which the flextime was accrued, the flextime hours will be paid to the staff member at their ordinary rate of pay at the end of that pay period.
- 2.9 Staff must clear all accrued flextime hours prior to ending employment. If accrued flextime hours cannot be cleared, the hours will be paid in lieu of their ordinary rate of pay.

SCHEDULE 8 - ANNUAL LEAVE LOADING

1. Entitlement

- 1.1 All staff members, other than those in **Casual Employment** and seven-day continuous shift work, will be paid annual leave loading of 17.5% of the ordinary weekly pay multiplied by 4 weeks, provided that the loading payable will not exceed the loading payable on the salary of **HEW Level 10** for **Professional Staff**.
- 1.2 **Seven-day continuous shift workers** will receive the payment of shift penalty allowances or any other allowance paid on a regular basis that would have been paid had the staff member not been on annual leave or 17.5% of the ordinary weekly pay multiplied by 5 weeks, whichever is the greater.
- 1.3 Shift allowances will not be paid for any **Public Holiday** or day in lieu of a **Public Holiday** or rostered day off that occurs during or in conjunction with a period of annual leave.

2. Conditions

- 2.1 Annual leave loading will be paid each December and calculated at the rate of ordinary pay as at 30 November each year.
- 2.2 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.
- 2.3 Annual leave loading payable on termination for any reason, is to be calculated on a pro rata basis at the ordinary rate of pay as at the date of termination.

SCHEDULE 9 - PARENTAL LEAVE PROCEDURE

1. Scope

- 1.1 This procedure applies to staff accessing parental leave entitlements under this **Agreement**.

2. Procedure

- 2.1 The **University** and staff will follow this procedure for accessing and managing parental leave.

Step 1 – Notification

- 2.2 A staff member should give written notice, as soon as possible, but at least 10 weeks before:

- (a) the date of birth or expected date of birth; or
- (b) the **day of placement** or expected **day of placement** of the **child**.

- 2.3 If a staff member has not given notice before the **child** is born, notice can be given as soon as practicable (which may be after the leave has commenced).

Step 2 - Continuing to work while pregnant

- 2.4 The **University** may require a pregnant staff member to provide a medical certificate stating that the staff member is fit to work their normal duties where the staff member wants to keep working within the 6-week period immediately prior to the **expected date of birth** of the **child**.

- 2.5 The **University** may require the staff member to start parental leave if the staff member does not provide the requested certificate within 7 days of the request; or provides a medical certificate stating that the staff member is unfit to work.

Step 3 - Commencement of parental leave

- 2.6 A staff member who is pregnant may commence parental leave at any time within 20 weeks prior to the **expected date of birth** of the **child**. In all other cases, primary carer parental leave commences on the day of birth or **day of placement** of the **child**.

- 2.7 Paid partner (non-primary carer) leave may be taken during the period 3 weeks prior to the **expected date of birth** or placement of the **child**, and up to 6 months after the actual birth or **day of placement**. This leave may be taken concurrently with parental leave taken by the **child's** other parent.

Step 4 - Extending parental leave

- 2.8 A staff member who is on parental leave under clause 39 may request an extension of unpaid parental leave up to the maximum available under the **NES**.

- 2.9 The staff member's request to extend parental leave must be in writing to the **University** at least 4 weeks before the end of the current parental leave period.

Step 5 - Return to Work

- 2.10 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.

- 2.11 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.

SCHEDULE 10 - MANAGING MAJOR WORKPLACE CHANGE

1. **Major workplace change** will be managed in accordance with the following procedures.
2. **Procedure for managing major workplace change that affects only 1 staff member**
 - 2.1 As soon as practicable after making a definite decision to introduce **major workplace change** that is likely to have a significant impact on 1 staff member, the **University** will consult with the staff member and, where nominated, their **Representative**. For the purposes of the consultation, the **University** will provide relevant information in writing, including the nature and likely effects of the change.
 - 2.2 Where the change is likely to have a significant effect on more than 1 staff member, this procedure will not be used, and the **University** will follow the procedure outlined for managing **major workplace change** that affects 2 or more staff members below.
 - 2.3 Following consultation with the affected staff member and consideration of any matters raised, the **University** will formally notify the affected staff member of its decision regarding the **major workplace change** and its implementation.
3. **Procedure for managing major workplace change that affects 2 or more staff**
 - 3.1 The **University** will follow this procedure for managing **major workplace change** that affects 2 or more staff.

Step 1 – Provision of information after making decision to introduce major workplace change
 - 3.2 As soon as practicable after making a definite decision to introduce **major workplace change** that is likely to have a significant impact on more than 1 staff member, the **University** will consult with the affected staff and, where nominated, their **Representatives**.
 - 3.3 The **University** will provide the following information, in writing, to affected staff and, where nominated, their **Representatives** to facilitate the consultation process. This will include:
 - (a) an explanation of the **University's** reasons for the change;
 - (b) any data, evidence, reports, or reviews that the **University** relies upon to support its reasons for the change;
 - (c) the process for consultation and implementation of the proposed change and associated timeframes;
 - (d) positions affected by the proposed change and stakeholders that may be impacted;
 - (e) the financial, and training implications of the proposed change;
 - (f) any impact on staff and their workload in the affected work unit, including:
 - (i) any increase to workloads; and
 - (ii) the **University's** proposals to mitigate the impact of any increase to workload, including the redistribution of any remaining work from any position to be disestablished;
 - (g) measures proposed to be taken to avert or mitigate adverse impacts on staff members affected other than those already addressed by subclause (f) above; and
 - (h) how a final decision will be made and who will be involved in the decision.

Step 2 – Feedback period for affected staff

- 3.4** The **University** will meet with any affected staff who wish to meet to discuss the proposed change.
- 3.5** Affected staff and, where nominated, their **Representatives** will be given an opportunity to provide comments, recommendations, submissions, and / or alternative proposals about the proposed change. The time allowed for this process will normally be 2 weeks, and further time may be allowed by agreement.
- 3.6** The **University** will genuinely consider the comments, recommendation(s), submissions, and / or alternative proposals from affected staff on the proposed change.

Step 3 – Role of Staff Consultative Committee

- 3.7** The Staff Consultative Committee will have an opportunity to comment on the process of consultation that has occurred, the comments, recommendations and submissions raised by affected staff and make any recommendation(s) for the **University** to consider.
- 3.8** The time allowed for this process will normally be 2 weeks, and further time may be allowed by agreement.

Step 4 – Final change proposal

- 3.9** The **University** will document the final change proposal which includes the details specified in Step 1, the changes to be implemented, the outcome of the consultation process and the process for implementing the change.
- 3.10** The final change proposal will be provided to affected staff and published on the **University's** staff portal.

Step 5 – Approval to implement change

- 3.11** The final proposal will be endorsed by the relevant **delegate**, and the **major workplace change** will proceed to implementation.

Step 6 - Post implementation review

- 3.12** The **University** will conduct a review of the implementation of **major workplace change** within 6 – 12 months following the endorsement of the final change proposal. The review will be appropriate having regard to the nature of the **major workplace change** and be conducted by a person independent of the **major workplace change**.
- 3.13** The review should:
- (a) consider whether affected staff were made aware of the proposed change;
 - (b) consider whether affected staff were provided with necessary information to facilitate genuine consultation on the proposed change;
 - (c) consider whether the **University** genuinely considered the outcomes of the consultation process;
 - (d) consider whether the final change proposal achieved its objectives;
 - (e) invite feedback on the process to support improvements in future major workplace change consultation; and
 - (f) consider a review of workloads and any impact on equity, diversity, and inclusion groups.
- 3.14** Staff members affected by the **major workplace change** will have an opportunity to provide input into the review. The review findings will be discussed at a Staff Consultative Committee meeting as well as directly with staff members affected by the **major workplace change**.

SCHEDULE 11 - MANAGING UNDERPERFORMANCE PROCEDURE

1. Scope

- 1.1 This Schedule applies to all staff, except those engaged in **Casual Employment** and those on **probation**.
- 1.2 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**.
- 1.3 Underperformance is not the same as **misconduct**.
- 1.4 Underperformance may be exhibited as unsatisfactory performance which is a persistent and / or serious failure of the staff member to perform the work of the position or appointment at a level which would be reasonably required having regard to the nature and purpose of the position and its level of classification and duties.
- 1.5 Managers and **supervisors** will raise and discuss performance issues with staff as they arise and work to resolve them as expeditiously as possible.
- 1.6 Staff and the **University** are entitled to be represented by a **Representative** during any managing underperformance procedure.
- 1.7 Throughout this process, all issues will be dealt with in a timely manner.
- 1.8 The **University** will consider any reasonable requests by a staff member or their **Representative** (if any) to extend the periods in this procedure.
- 1.9 The decisions and actions taken by the **delegate** under this procedure will be final and not subject to further review, appeal or challenge unless specifically provided under this procedure. This exemption does not exclude the jurisdiction of any external tribunal that would be competent to deal with the matter.

2. Procedure

- 2.1 The **University** will follow this procedure for managing underperformance.
- 2.2 A decision made, or step taken under this Schedule is not invalid only because it is inconsistent with the procedure in this Schedule, provided that the inconsistency with the procedure does not result in any material disadvantage to the staff member.

Step 1 – Informal counselling

- 2.3 Where the staff member's **supervisor** identifies that the staff member is underperforming, they will arrange to have a meeting with the staff member to discuss their underperformance, explaining what the performance issue is and why it is a problem.
- 2.4 The staff member will be given an opportunity to respond and to indicate whether there are any mitigating circumstances that might be impacting on their performance. This may include a review of the staff member's position description. It may be appropriate to make temporary adjustments to the staff member's working arrangements to assist them to improve their performance to the required standard.
- 2.5 The **supervisor** and staff member will discuss measures that may be taken to improve the staff member's performance, including any training or development opportunities that may assist the staff member. The **supervisor** will, unless it is obviously not required in the circumstances, set down a date in the future to meet again to review the staff member's progress against the measures identified. The date will allow the staff member reasonable time in which to meet the requirements.
- 2.6 The **supervisor** will provide assistance and feedback during the informal counselling period.
- 2.7 The **supervisor** will make a file note of the discussion and provide a copy to the staff member.

Step 2 – Performance improvement plan / milestones

- 2.8 The **supervisor** will arrange to have a further meeting with the staff member at the end of the informal counselling period to discuss their performance.
- 2.9 If the staff member's performance has improved to the required standard, the process will cease.
- 2.10 If it has not, the **supervisor** will advise the staff member that their performance has not improved to the required standard and that more formal measures are required to assist the staff member to improve their performance and the **supervisor** will advise the staff member of the potential consequence of continued underperformance, which may include disciplinary action under this procedure.
- 2.11 The **supervisor** and the staff member will set down a Performance Improvement Plan (PIP), which outlines:
- (a) clear and reasonable expectations about the required standards of performance, the improvements required, and the activities designed to address performance concerns (where reasonable);
 - (b) how the expectations will be measured;
 - (c) the dates on which the staff member and the supervisor will meet to discuss the expectations; and
 - (d) any training or development opportunities that may assist the staff member.
- 2.12 The **supervisor** will provide a copy of the PIP to the staff member.
- 2.13 If the staff member refuses to participate in the PIP process, the **University** may issue a lawful direction to the staff member to participate in the process.

Step 3 – Review of performance improvement plan / milestones

- 2.14 The **supervisor** and the staff member will meet at regular intervals to discuss and record the staff member's performance against the expectations of the PIP.
- 2.15 If, during or by the end of the period identified in the PIP, the staff member has met the expectations of the PIP, the process will cease.
- 2.16 If the staff member has not met the expectations of the PIP, the procedure will progress to Step 4.
- 2.17 A copy of the PIP will be placed on the staff member's personal file.

Step 4 – Disciplinary action including termination

- 2.18 The **supervisor** will inform the **delegate** of the staff member's progress against the expectations under the PIP and that the staff member's performance has not improved to the required standard.
- 2.19 The **supervisor** and the **delegate** will inform the staff member that they have failed to meet the expectations under the PIP and that, as a consequence, their performance has not improved to the required standard. The **supervisor** and **delegate** will inform the staff member that the **University** is considering disciplinary action, which may include termination of employment.
- 2.20 The staff member will be given 10 working days to submit a written response to the **supervisor** and the **delegate** in relation to their performance, including to 'show cause' as to why their employment should not be terminated or other disciplinary action should not be taken. The staff member will be given an opportunity to meet with the **delegate** following the provision of their submission and prior to the **delegate** making a determination.
- 2.21 If, after considering any response from the staff member (or if no response is received within the required timeframe), the **delegate** remains of the view that disciplinary action is

appropriate, the **delegate** may take disciplinary action, up to and including termination of employment.

2.22 The **delegate** will decide what, if any, disciplinary action will be taken against the staff member. Disciplinary action is limited to one, or a combination, of the following:

- (a) extending the review period;
- (b) counselling; and / or
- (c) further training and development; and / or
- (d) formal censure; and / or
- (e) loss of increment(s); and / or
- (f) demotion; or
- (g) termination of employment; or
- (h) other outcomes genuinely agreed between the staff member and **delegate**.

2.23 The **delegate** will notify the staff member in writing of any disciplinary action to be taken.

Step 5 – Review of decision

2.24 Following the completion of Step 4, where this process results in demotion or termination, the affected staff member may seek a review of that decision in accordance with [SCHEDULE 17 – REVIEW OF DECISIONS](#).

2.25 The staff member may seek a review by either an Inquiry Officer or Review Panel, but not both.

2.26 The date of effect of the disciplinary action including termination taken at Step 4 will be deferred during the review.

Step 6 – Final decision

2.27 Where a staff member applied for a review under Step 5, the **delegate** will consider any report resulting from the process in [SCHEDULE 17 – REVIEW OF DECISIONS](#) prior to making a determination that:

- (a) the decision is upheld; or
- (b) the decision is overturned; and
 - (i) impose a different disciplinary sanction;
 - (ii) impose no sanction.

2.28 If the determined disciplinary action is termination of employment, the **delegate** 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 **delegate** to consider before implementing the decision.

SCHEDULE 12 - MANAGING MISCONDUCT / SERIOUS MISCONDUCT PROCEDURE

1. Application and general provisions

- 1.1 This Schedule sets out the procedures for managing **misconduct / serious misconduct** under this **Agreement**. The Schedule applies to all staff, except those engaged in **Casual Employment** and those on **probation**.
- 1.2 Where a staff member's behaviour falls short of the expected standards of conduct as determined by the **University**, the **University** may take action in accordance with the procedure set out in this Schedule. The **University** will seek to deal with matters as expeditiously as possible.
- 1.3 Staff and the **University** are entitled to be represented by a **Representative** during any managing **misconduct / serious misconduct** procedure, where appropriate.
- 1.4 Nothing in these procedures prevent the **University** from appointing an external investigator at any point in the process to conduct an assessment of a complaint and / or a fact-finding investigation. The **delegate** may use any report arising out of the fact-finding investigation to assist in reaching a decision under these procedures.
- 1.5 Where an external statutory tribunal or court has made findings of fact in relation to alleged conduct, the decision-maker may use any of those findings to assist in reaching a decision under these procedures. In doing so, the decision-maker is not required to re-put those findings to the staff member for a response, or to make any other enquiries.
- 1.6 The decisions and action taken by the **delegate** under these procedures will be final and not subject to further review, appeal or challenge unless specifically provided under these procedures.

2. Procedure for managing misconduct / serious misconduct

- 2.1 The **University** will follow this procedure for managing **misconduct / serious misconduct**.
- 2.2 A decision made, or step taken, under this Schedule is not invalid only because it is inconsistent with the procedures in this Schedule, provided that the inconsistency with the procedure does not result in any material disadvantage to the staff member.

Step 1 – Awareness of conduct issue(s)

- 2.3 Where the staff member's **supervisor** receives a complaint or is otherwise made aware of an issue relating to the staff member's conduct, they will consider the complaint and where they have concerns, they will normally arrange to have a meeting with the staff member to discuss their conduct.

Step 2 – Informal counselling

- 2.4 Where appropriate, the **supervisor** will provide informal counselling or coaching and appropriate staff development or work allocation.
- 2.5 The **supervisor** will provide guidance to the staff member about acceptable standards of behaviour and reiterate the **University's** expectations in relation to the staff member's conduct.
- 2.6 The **supervisor** will make a file note of the discussion and provide a copy of the file note to the staff member. A copy of the file note and any response from the staff member may also be placed on the staff member's personnel file.
- 2.7 This step may not be followed if the alleged conduct by the staff member is considered to be serious, or if it is otherwise inappropriate to engage in informal counselling. In such circumstances, the matter may proceed to Step 4.

Step 3 – Further counselling if conduct is repeated and / or unresolved

- 2.8 Where the matter remains unresolved or the matter is considered to be of sufficient severity to justify not having the meeting in Step 2, the **supervisor** will arrange to have a further meeting with the staff member to discuss their conduct.
- 2.9 The **supervisor** will inform the staff member of the **University's** expectations in relation to acceptable standards of behaviour and offer the staff member an opportunity to provide a response, including information regarding any mitigating circumstances that would otherwise impact on the staff member's ability to meet the required standard of behaviour. The **supervisor** will also inform the staff member that they may be subject to further action if the conduct continues, which may include disciplinary action under this procedure.
- 2.10 The **supervisor** will make a file note of the discussion and provide a copy of the file note to the staff member. A copy of the file note and any response from the staff member may also be placed on the staff member's personnel file.
- 2.11 This step may not be followed if the alleged conduct by the staff member is considered to be serious, or if it is otherwise inappropriate to engage in further counselling.

Step 4 – Allegations and response

- 2.12 Where the **University** considers that the matter has not been appropriately resolved at Steps 1, 2 and 3, or where due to the severity of the matter those steps are not appropriate, the **delegate** will decide whether further steps are to be taken under this procedure. For the purpose of making that decision, the **University** may initiate a preliminary investigation.
- 2.13 If the **delegate** is satisfied that **misconduct / serious misconduct** may have occurred and decides to proceed with further action, the staff member will be advised in writing of the alleged **misconduct / serious misconduct** and provided with sufficient details of the allegations to enable them to respond. The staff member will be given 10 working days to submit a written response to the allegations. A copy of the investigation report (if any) will also be provided to the staff member. Sensitive information may be withheld or redacted from the report by the **University** where it is reasonable to do so.
- 2.14 If at any stage the **University** finds that the allegations should be amended or new allegations added, the staff member will be advised in writing and will be given a further reasonable opportunity to provide a response, provided that they are not materially disadvantaged, prior to any further steps being taken by the **University**.

Step 5 – Decision and disciplinary action including termination

- 2.15 The **delegate** will consider the allegations and the staff member's response (if received within the required timeframe) and may also seek additional information prior to making a decision, if considered necessary.
- 2.16 After considering any response from the staff member and any additional information obtained, the **delegate** will decide whether the allegations are substantiated or not substantiated, and if substantiated, whether the staff member's conduct amounts to **misconduct** or **serious misconduct**. The **delegate** will also decide what, if any, disciplinary action will be taken against the staff member. Disciplinary action is limited to one, or a combination, of the following:
- (a) counselling; and / or
 - (b) further training and development; and / or
 - (c) formal censure; and / or
 - (d) loss of an increment or increments; and / or
 - (e) demotion; or
 - (f) termination of employment which may only occur in instances of **serious misconduct**.

- 2.17 The **delegate** will notify the staff member in writing of their decision and the operative date of any disciplinary action to be taken.

Step 6 – Review of decision

- 2.18 Following the completion of Step 5, where this process results in the loss of more than 1 increment, demotion or termination, the affected staff member may seek a review of that decision within 5 business days of the **delegate** notifying the staff member of their decision by application in writing to the **delegate** in accordance with [SCHEDULE 17 – REVIEW OF DECISIONS](#). The staff member may seek a review by either an Inquiry Officer or Review Panel, but not both.
- 2.19 The date of effect of the disciplinary action including termination taken at Step 5 will be deferred during the review.

Step 7 – Final decision

- 2.20 Where a staff member applied for a review at Step 6, the **delegate** will consider any report or recommendation resulting from the review under [SCHEDULE 17 – REVIEW OF DECISIONS](#) prior to making a final decision.
- 2.21 If the **delegate** decides that disciplinary action will be taken against the staff member, the disciplinary action will be limited to one, or a combination, of the disciplinary actions listed in Step 5 clause 2.16, (a) to (f) of this Schedule.
- 2.22 The **delegate** will advise the staff member in writing of the decision including the reason(s) and the operative date of the disciplinary action, if any.
- 2.23 If the determined disciplinary action is termination of employment, the **delegate** 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 **delegate** to consider before implementing the decision.

SCHEDULE 13 - RESEARCH CODE BREACH PROCEDURE

1. Application and general provisions

- 1.1 This procedure will apply to all staff members, excluding staff in **Casual Employment**.
- 1.2 For the purposes of this procedure, breach means a failure to meet the principles and responsibilities of the **Research Code**.
- 1.3 In the case of a potential breach of the **Research Code** the **University** will follow the process set out in the *Research Breach Investigation Procedure*. For the avoidance of doubt, the procedures under [SCHEDULE 12 – MANAGING MISCONDUCT / SERIOUS MISCONDUCT PROCEDURE](#) do not apply when dealing with an alleged breach of the **Research Code**.
- 1.4 Where there is ambiguity as to whether the procedures in this Schedule or [SCHEDULE 12 – MANAGING MISCONDUCT / SERIOUS MISCONDUCT PROCEDURE](#) should apply, the Chief People and Culture Officer will consult with the **delegate** and agree which processes should apply to avoid duplication. If during the process, it becomes apparent that the alternate process is more applicable, that process may instead be adopted and steps taken under the first process will be recognised in the second process.
- 1.5 This procedure 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.
- 1.6 The **University** will consider nominations from the relevant **Union** for suitably qualified and experienced staff members to be available for appointment by the **University** should an internal investigation panel be required.
- 1.7 Where a **Research Code** breach matter involves a staff member represented by a **Union**, the **University** will consult with the **Union** in relation to the appointment of the Chair prior to commencement of the internal panel investigation.

2. Procedure for managing a Research Code Breach

- 2.1 Any potential breaches of the **Research Code** should be dealt with in accordance with the **Research Code**, any associated guidelines issued by the Australian Research Council, the National Health and Medical Research Council and Universities Australia, and the **University's Research Breach Investigation Procedure**.
- 2.2 The **delegate** may take corrective actions under this procedure where a breach of the **Research Code** has been determined in accordance with the process set out in the **University's Research Breach Investigation Procedure**. Corrective actions may include:
 - (a) steps required to correct the research record;
 - (b) temporary suspension of a research project and / or suspension of project funding;
 - (c) responsible conduct of research education; and / or
 - (d) counselling and guidance.
- 2.3 The **delegate** may take disciplinary actions under this procedure against a staff member provided that an investigation process has been conducted in accordance with the *Research Breach Investigation Procedure*. During the investigation process 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.

- 2.4** The **delegate** will decide what, if any, disciplinary action will be taken against the staff member under this procedure. Disciplinary action is limited to one, or a combination, of the following:
- (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 of employment (this option only applies in cases of serious **Research Code** breaches).
- 2.5** The **delegate** will advise the staff member of the disciplinary action to be taken. If the determined disciplinary action is termination, the **delegate** 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 **delegate** to consider. The **delegate** and the staff member may agree to some other negotiated outcome.
- 2.6** The action of the **delegate** under this procedure will be final. However, this does not exclude the jurisdiction of any external tribunal that would be competent to deal with the matter.

SCHEDULE 14 - REDEPLOYMENT AND REDUNDANCY PROCEDURE

1. Scope

- 1.1 This Schedule applies to staff in **Continuing Employment**. This Schedule does not apply to staff in **Fixed Term Employment, Contingent Employment, Casual Employment**, or terminations due to disciplinary action.

2. General principles

- 2.1 The **University** will apply fair process and use fair and objective criteria to identify positions that are no longer required and staff members who are excess.

3. Procedure

- 3.1 The **University** will follow this procedure for managing redeployment and redundancy.
- 3.2 A decision made, or step taken, under this Schedule is not invalid only because it is inconsistent with the procedure in this Schedule, provided that the inconsistency with the procedure does not result in any material disadvantage to the staff member.

Step 1 – Notification of Redundancy

- 3.3 The **University** will provide a staff member whose position is to be made redundant written notice of the date the position will be made redundant.

Step 2 – Decision Period

- 3.4 The staff member will have a period of 4 weeks from the date of the notice in Step 1 to elect to do one of the following:
- (a) seek redeployment within the **University** for a period of up to 26 weeks; or
 - (b) seek employment outside the **University** for a period of up to 8 weeks, or
 - (c) accept a voluntary separation package comprising the redundancy payment in accordance with Step 4 plus 10% loading (except on the statutory entitlements) in lieu of any redeployment.
- 3.5 If the staff member does not elect between those options, the staff member will be deemed to have elected redeployment within the **University**.

Step 3 – Redeployment Period

- 3.6 The date of commencement of the redeployment period is the date of notice in Step 1.
- 3.7 During the redeployment period the **University** will allocate suitable temporary work to the staff member and the staff member's salary as prescribed in [SCHEDULE 3 – RATES TO BE PAID TO HIGHER EDUCATION WORKERS](#) will be maintained.
- 3.8 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 notified of redundancy.
- 3.9 Where the staff member is redeployed to a lower classified position, the staff member will receive salary maintenance for a period of 26 weeks from the date of notice in Step 1. The salary maintenance will not include payment of allowances provided by this **Agreement** that were particular to the previous position and not relevant to the new position.
- 3.10 During the redeployment period, the staff member will have preference of employment 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.

- 3.11** Where the staff member has chosen to exercise the right of preference of employment for a particular position, a selection committee will determine the suitability of any applicant for redeployment to the position based on fair and objective criteria. The committee will recommend one of the following options:
- (a) that the position be offered to the staff member (or the preferred applicant, where more than one staff member on redeployment applies). The Committee may decide the applicant should be given 3 months appropriate training to acquire the skills for the role; or
 - (b) 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 the 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; or
 - (c) that the staff member is not suitable for redeployment to the position. Staff not successful in being redeployed to an available position will have access to a review in accordance with [SCHEDULE 17 – REVIEW OF DECISIONS](#).
- 3.12** Where the staff member elects to cease employment with the **University** at any time during the Redeployment Period, they will be entitled to a redundancy payment in accordance with Step 4.
- 3.13** Where reasonable offers of redeployment at the same **HEW Level**, and training and development are refused by a staff member on redeployment, the **delegate** will review each case with a view to recommending:
- (a) a further offer of redeployment and / or training and development; or
 - (b) the immediate provision of a redundancy payment in accordance with Step 4.

Support during Redeployment Period

- 3.14** Subject to **delegate** approval, the staff member will be able to take reasonable time to undertake job search; attend job interviews and, financial and personal counselling; and will be provided with training and development; or a career development program for staff members that elect the option to seek employment outside the **University** in Step 2, which will include career planning, job search plan / skills, support with resumé development and interview skills, job search assistance, personal counselling and financial planning.
- 3.15** The career development program will be developed within the following guidelines:
- (a) all elements of the program will realistically contribute to improved likelihood of the individual achieving their career objective;
 - (b) all costs associated with the program will be incurred within 6 months of the staff member's redundancy date (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);
 - (c) 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;
 - (d) where the staff member is successfully redeployed into another position, the career development program will cease;
 - (e) the career development program and the associated costs will be approved by the **delegate** prior to implementation.

Step 4 – Termination

- 3.16** The following termination payments will apply to staff made redundant:

- (a) 26 weeks salary (incorporating notice of termination under the **NES**); plus
- (b) 2 weeks salary for each year of service completed at the **University**, up to a combined maximum of 52 weeks; and
- (c) statutory leave entitlements.

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

SCHEDULE 15 - MANAGING ILL-HEALTH AND INCAPACITY PROCEDURE

1. Scope

- 1.1 The Schedule applies to staff members in **Continuing Employment**, **Fixed Term Employment**, and **Contingent Employment** who have a temporary, episodic, or permanent disability / medical condition or needs that may impact on the accessibility of the work environment or their ability to perform the work associated with their role. This Schedule does not apply to staff members in **Casual Employment**.
- 1.2 The Schedule will not displace or override any provisions under workers' compensation schemes or awards, whether State or Federal.
- 1.3 In making an assessment as to whether the staff member is unable to perform their duties and is unlikely to resume them within a reasonable period, the medical practitioner or panel of medical practitioners appointed pursuant to this Schedule 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.

2. Procedure

- 2.1 The **University** will follow this procedure for managing ill-health and incapacity.
- 2.2 A decision made, or step taken, under this Schedule is not invalid only because it is inconsistent with the procedures in this Schedule, provided that the inconsistency with the procedure does not result in any material disadvantage to the staff member.
- 2.3 In this procedure, a reference to "**non-work related ill-health**" includes a non-work related incapacity.

Step 1 – Ill-health identified

- 2.4 Ill-health issues will be identified as either **non-work related ill-health** or **work related incapacity**.
- 2.5 Where **non-work related ill-health** issues are identified in consultation with the staff member, the **University** will:
- (a) consider mechanisms such as reasonable adjustment and use of leave to support the staff member's return to full duties within a reasonable timeframe; and
 - (b) consider whether the duties may be permanently modified.
- 2.6 Unresolved **non-work related ill-health** issues will be managed from Step 2 of this procedure.
- 2.7 Where a staff member experiences **work related incapacity** and:
- (a) the staff member remains unable to perform the inherent requirements of the role 6 months after first becoming unfit for employment; and
 - (b) the medical evidence indicates that the staff member is unlikely to resume duties within the next 6 months,

the **University** may notify the staff member of the decision to terminate the staff member's employment in accordance with Step 5.

Step 2 – Medical examination (Non-work related ill health)

- 2.8 Where **non-work related ill-health** issues cannot be resolved under Step 1, the **University** may require the staff member to undergo a medical examination.
- 2.9 The **University** will nominate the medical practitioner to conduct the medical examination at its expense and will provide that staff member with written notice of not less than 1 month that

a medical examination is required and the time and date of the medical examination. The staff member and the **University** may agree to a different period of notice. Where the staff member does not attend any required medical examination under this Step 2, the **University** may issue the staff member a further written direction to attend a medical examination on a shorter notice period.

- 2.10** No further actions will be taken under this Schedule where prior to the expiry of notice period to attend a medical examination at Step 2, the staff member applies to their superannuation fund for ill-health retirement or temporary disability benefit under the rules of the superannuation fund and the application is successful.

Step 3 – Medical report (Non-work related ill health)

- 2.11** A copy of the medical report made by the medical practitioner under Step 2 will be provided to the **University** and the staff member (or where the medical advice is such to the staff member's doctor).

Able to perform inherent requirements within 6 months of report

- 2.12** The **University** considers the report and any advice from the staff member's treating doctor in constructing an appropriate return to work plan.
- 2.13** If the staff member does not resume duties within the 6-month period, the **delegate** may:
- (a) notify the staff member of the decision to terminate their employment in accordance with Step 5; or
 - (b) extend the period for up to 3 months. If the staff member does not resume duties in that period, the **delegate** may notify the staff member of the decision to terminate their employment in accordance with Step 5.

Unable to perform inherent requirements and unlikely to resume duties within 6 months of the date of the medical report

- 2.14** Staff member may request a review of the report within 10 days of receipt in accordance with Step 4: or
- 2.15** If review not requested, the **delegate** may notify the staff member of the decision to terminate their employment in accordance with Step 5.

Step 4 – Review of medical report (Non-work related ill health)

- 2.16** Where a review is requested, the review will be conducted by an **independent medical practitioner** with the relevant area of expertise, chosen by the staff member from a list provided by the **University**.

Able to resume duty within 6 months of the Step 3 report

- 2.17** The **University** will consider the report and review any advice from the staff member's treating doctor in proceeding with a return-to-work plan.
- 2.18** If the staff member does not resume duties within the 6-month period, the **delegate** may:
- (a) notify the staff member of the decision to terminate their employment in accordance with Step 5; or
 - (b) extend the period for up to 3 months. If the staff member does not resume duties in that period, the **delegate** will notify the staff member of the decision to terminate their employment in accordance with Step 5.

Unable to resume duties within 6 months of the Step 3 report

- 2.19** The **delegate** may notify the staff member of the decision to terminate their employment in accordance with Step 5.

Step 5 – Termination

- 2.20** In making a decision to terminate a staff member's employment by reason of **non-work related ill-health**, the **delegate** will consider:
- (a) the report arising from Step 3;
 - (b) any medical advice, if provided by the staff member's treating doctor(s);
 - (c) the review, if requested, at Step 4; and
 - (d) incidences of staff member not resuming duties within periods specified at Step 3 and Step 4.
- 2.21** In making a decision to terminate a staff member's employment by reason of **work related incapacity**, the **delegate** will consider:
- (a) the available medical evidence; and
 - (b) any incidences of the staff member resuming duties since first becoming unfit for employment.

3. Superannuation – Applications

- 3.1** Where, prior to the expiry of the period of notice at Step 2 of this Schedule, 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 Step 2 will be paused and subject to the other exceptions in clauses 3.2 and 3.3 below, no further action will be taken under this.
- 3.2** Where, at any time, a staff member applies to their superannuation fund for ill-health retirement or temporary disability benefit, the staff member will provide the **University** with status updates as requested by the **University**. If a staff member fails to provide a status update within 10 business days of the **University's** request, the **University** may continue to take steps under this procedure.
- 3.3** Where the superannuation fund decides that the staff member is capable of resuming duty, the **delegate** may direct the staff member to attend a medical examination at Step 2 and then proceed in accordance with the remainder of this Schedule. If an application for ill-health retirement is successful then this procedure will cease to apply, and the staff member's employment will cease.

SCHEDULE 16 - DISPUTE RESOLUTION PROCEDURES

1. Scope

- 1.1 These dispute resolution procedures do not apply where the matter is being dealt with in accordance with the review processes at [SCHEDULE 17 – REVIEW OF DECISIONS](#). However, these dispute resolution procedures may apply where a dispute arises over the process or procedure required by [SCHEDULE 17 – REVIEW OF DECISIONS](#).
- 1.2 Until the procedures in this Schedule have been exhausted, work will continue to be performed as normal or as directed by the **University** 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. However, nothing in this clause or procedures outlined below prevents the termination of a staff member's employment during or at the end of a **probation** period or on grounds of unsatisfactory performance, **serious misconduct**, redundancy or ill health or the cessation of a **Fixed Term Employment** contract, in accordance with the relevant process or procedure under the **Agreement**.

2. Procedures

- 2.1 A dispute may be initiated by:
- (a) a staff member or staff members covered by this **Agreement** who are, or will be, affected by the dispute;
 - (b) the **Union**; or
 - (c) the **University**.
- 2.2 A staff member who is a party to the dispute may advise the **University** that they have appointed a **Representative** for the purposes of the procedures in this Schedule.
- 2.3 Each step in the dispute resolution procedures must be followed before proceeding to the next step.

Step 1 – Informal discussions

- 2.4 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.

Step 2 – Notification of dispute

- 2.5 Where the dispute is not resolved, or is impractical to settle locally, the staff member must formally notify a dispute in writing to the Chief People and Culture Officer or **delegate**.
- 2.6 Where the **Union** initiates a dispute, the **Union** will directly notify the Chief People and Culture Officer or **delegate**.
- 2.7 Where the **University** initiates a dispute, the **University** will notify the staff member and / or **Union** in writing.

Step 3 – First dispute meeting

- 2.8 Within 5 working days of the notification in Step 2, unless a different timeline is agreed, a dispute meeting to discuss the dispute and attempt to reach an agreement, will be held between:
- (a) the staff member and where nominated, their **Representative**;
 - (b) the **Union** if initiated directly at Step 2; and
 - (c) a representative of the **University**.

Step 4 – Second dispute meeting

- 2.9** Where a dispute is not resolved following the procedures above, the matter will be referred to the Chief People and Culture Officer.
- 2.10** The staff member (and where nominated, their **Representative**), and / or the **Union**, and representatives of the **University**, will meet within 5 working days of the referral notification and will make a genuine attempt to promptly resolve the matter.
- 2.11** To assist resolution, the parties may agree to nominate other staff members to participate in this discussion.
- 2.12** If the dispute is resolved at, or as a result of the second dispute meeting, the staff member and / or **Union** will be notified in writing as soon as practicable of the details of the resolution by the Chief People and Culture Officer or **delegate** and the matter will be considered finalised.

Step 5 – Referral to FWC

- 2.13** Should the dispute not be resolved by the procedures referred to above, either party may, within 10 days of the dispute meeting in Step 4, refer the dispute to the Fair Work Commission (FWC).
- 2.14** Should the dispute be referred to the FWC:
- (a)** The FWC will seek to facilitate a fair and reasonable conclusion to the dispute, as promptly as possible, via mediation and / or conciliation of the dispute, which may include making a recommendation to the parties to the dispute.
 - (b)** If mediation and / or conciliation is unsuccessful, and the dispute remains unresolved, the FWC may arbitrate the dispute and make a determination.
- 2.15** Any determination made will be binding on the parties, subject to a party to the dispute exercising a right of appeal under the **Act**.

SCHEDULE 17 - REVIEW OF DECISIONS

1. Principles

- 1.1 This Schedule sets out the procedures for the following review processes provided by this **Agreement**:
- (a) inquiry officer
 - (b) review panel
 - (c) other reviews.
- 1.2 For the purposes of these review processes, a staff member or the **University** may nominate a **Representative** from whom they may seek advice, assistance, or representation.
- 1.3 A decision made that is the subject of a review process, the review of any decision, or any step taken or decision made within the review process, is not invalid only because it is inconsistent with the procedures in this Schedule, provided that the inconsistency with the procedure does not result in any material disadvantage to the staff member.

2. Inquiry officer

Availability

- 2.1 Within 5 working days of the date that the relevant decision was made, a staff member may apply in writing to the appropriate **delegate** for an inquiry officer review in relation to:
- (a) Clause 44.7 (Intellectual property) - disputes about intellectual property rights
 - (b) [SCHEDULE 14 – REDEPLOYMENT AND REDUNDANCY PROCEDURE](#) (Step 3) - a selection committee's decision on preference of employment in redeployment
 - (c) PART 5 of the **Agreement** - a decision regarding a type of leave and related conditions
 - (d) [SCHEDULE 2 – MANAGING PROBATION PROCEDURE](#) (Step 5) - a decision to terminate the staff member's employment on probation
 - (e) [SCHEDULE 6 – CLASSIFICATION REVIEW PROCEDURE](#) (Step 4) - a decision not to upgrade a staff member's position under classification structure and review
 - (f) [SCHEDULE 11 – MANAGING UNDERPERFORMANCE PROCEDURE](#) (Step 5) - a decision to demote or terminate the staff member's employment taken under the managing underperformance procedure
 - (g) [SCHEDULE 12 – MANAGING MISCONDUCT / SERIOUS MISCONDUCT PROCEDURE](#) (Step 6) - a decision to deduct more than 1 increment, demote or terminate the staff member's employment taken under the managing misconduct / serious misconduct procedure.

Appointment

- 2.2 For the purposes of clauses 2.1 (a) to (e) inclusive the inquiry officer will be appointed by the **University**.
- 2.3 For the purposes of clauses 2.1 (f) and (g) only, a pool of agreed inquiry officers will be established between the **University**, **NTEU**, and **CPSU** as soon as practicable after the approval of the **Agreement**. Should a suitable inquiry officer not be available from the pool, including there being no current members in the pool, the **University** will consult with the relevant **Union** on selecting an alternative inquiry officer, provided the staff member subject to the matter is represented by the **NTEU** or **CPSU**, prior to appointing an Inquiry Officer.
- 2.4 Where an application for an inquiry officer review is received, the **University** will appoint an inquiry officer who:
- (a) is without conflict of interest;

- (b) has the capacity to undertake the inquiry within the context of the relevant **University** policies and processes;
- (c) will be able to apply the principles of procedural fairness.

2.5 That appointment will be notified to the staff member.

Process

- 2.6** The inquiry officer will determine the procedure to be adopted in conducting the review and outline that procedure to the staff member. The objective of any review will be to:
- (a) conduct the review in a timely manner;
 - (b) determine whether the relevant procedures were complied with; and
 - (c) determine whether any procedural error is fundamental; and
 - (d) consider any other facts that may have had a bearing on the decision.
- 2.7** 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**.
- 2.8** The inquiry officer may interview the applicant for any matter. However, for applications under clauses 2.1 (f) and (g) only, the inquiry officer will interview the applicant and their **Representative**, if requested.
- 2.9** With respect to a review of a decision not to upgrade a staff member's position under classification structure and review in [SCHEDULE 6 – CLASSIFICATION REVIEW PROCEDURE](#) at Step 4, the inquiry officer may be assisted by a staff member nominated by the staff member requesting the review and a staff member nominated by the **University**. This review process and recommendation of the inquiry officer will be completed within 30 days, wherever practicable.
- 2.10** The inquiry officer may 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.
- 2.11** For applications under clause 2.1 (f) and (g) the inquiry officer will provide an opportunity for the staff member (and their **Representative** if they so choose) to make and discuss submissions, including oral submissions, and provide relevant information.
- 2.12** Within 10 business days of completing the review, the inquiry officer will provide a written report to the appropriate **delegate**, and the staff member, which:
- (a) makes findings and provides reasons in relation to:
 - (i) whether the relevant clause of this **Agreement** and any other relevant policies and procedures of the **University** were complied with; and
 - (ii) whether any procedural error is fundamental; and
 - (iii) for applications under clauses 2.1 (f) and (g) only:
 - I) whether there is a valid reason for the action (if appropriate);
 - II) whether the original decision is reasonable in the circumstances (if appropriate); and
 - III) any facts that may have had a bearing on the decision; and
 - (b) comments on the process, facts, or any mitigating circumstances relevant to the case, and may make recommendations.
- 2.13** Within 5 business days of receiving the inquiry officer's report, the staff member may provide any comments on the report to the **delegate**.

Outcome

- 2.14** For a review of decisions in relation to clause 2.1 (a) to (e) inclusive above, the **delegate** will consider the inquiry officer's report and the staff member's response (if any is provided within time), and determine that:
- (a) the decision is upheld;
 - (b) the decision is overturned;
 - (c) the provisions of this **Agreement** should be reapplied from the point at which it was found that procedural fairness did not occur; and / or
 - (d) some other outcome.
- 2.15** The **delegate's** determination in relation to a review of a decision taken under managing underperformance or **misconduct / serious misconduct** will be in accordance with the relevant procedure in [SCHEDULE 11 – MANAGING UNDERPERFORMANCE PROCEDURE](#) or [SCHEDULE 12 – MANAGING MISCONDUCT / SERIOUS MISCONDUCT PROCEDURE](#).

3. Review Panel

Overarching principles

- 3.1** When conducting any review under this clause 3 (Review Panel) the Review Panel will:
- (a) apply principles of natural justice;
 - (b) give genuine consideration to any issues, concerns or questions raised by those people participating in the review, including any complainant and the respondent;
 - (c) be free from bias and conflicts of interest;
 - (d) base findings of fact and recommendations on any relevant evidence; and
 - (e) operate in accordance with the **University's** policies and procedures dealing with psychosocial safety and must not expose any participant in the Review Panel process to psychosocial harm.
- 3.2** Notwithstanding any other clause of this **Agreement**, the psychosocial safety of participants in the review process will be prioritised.

Availability and circumstances where a Review Panel may operate

- 3.3** A staff member may apply in writing to the appropriate **delegate** within 5 working days of the date that the relevant decision was made for a Review Panel to be established pursuant to:
- (a) [SCHEDULE 11 – MANAGING UNDERPERFORMANCE PROCEDURE](#) (Step 5); or
 - (b) [SCHEDULE 12 – MANAGING MISCONDUCT / SERIOUS MISCONDUCT PROCEDURE](#) (Step 6).

Appointment

- 3.4** A Review Panel will comprise of 3 members, including:
- (a) a nominee of the **University**;
 - (b) a nominee of the staff member's **Union**, who must be a staff member of the **University**. Where the staff member applying for review is not a member of a **Union** or otherwise does not elect to have a **Union** member sit on the panel, the staff member may themselves nominate any staff member; and
 - (c) an independent chairperson who will be appointed by the **University** from an agreed pool of chairs. A pool of agreed independent chairpersons will be established between the **NTEU**, **CPSU** and the **University** as soon as practicable after the approval of the **Agreement**. Should a suitable chairperson not be available from the pool, including there being no current members in the pool, the **University** will consult with the relevant **Union(s)** on selecting an alternative independent chairperson, provided the staff

member subject to the matter is represented by the **NTEU** or **CPSU**, prior to appointing an independent chairperson.

Process

- 3.5 The Review Panel will review the decision of the relevant **delegate** (including any report or investigation document relied upon by the **delegate** in making the decision) made under the relevant Schedule above.
- 3.6 The staff member, and their **Representative** where they have nominated one, will be provided a copy of all information provided to the Review Panel. However, if the chairperson has a reasonable concern that the provision of the information to the staff member will give rise to a risk of psychosocial harm, the chairperson may provide the staff member with a redacted version of the information and any **Representative** of the staff member with an unredacted version of the information on the condition that the **Representative** undertakes not to disclose the redacted information to the staff member.
- 3.7 The staff member will be permitted to make written submissions to the Review Panel, and the **University** may elect to make written submissions in reply. Where practicable the Review Panel will be conducted on the basis of written submissions only.
- 3.8 Where the Review Panel identifies a concern with the investigation report relied upon by the **delegate** and further information is required from a witness, the chairperson may seek further information from the witness in accordance with the overarching principles at clause 3.1 above. It is a matter for the chairperson to decide whether to seek such information by writing to the witness and asking questions or asking the witness to participate in a meeting with the chairperson where the questions may be asked orally.
- 3.9 The chairperson will give genuine consideration to any questions suggested by the staff member (or their **Representative**) or the **University** to be asked of the witness, but the chairperson has the authority to determine the precise questions to be asked of a witness.
- 3.10 The chairperson will provide the further information obtained from the witness to the Review Panel, the staff member and their **Representative**, and the **University's** representative. However, if the chairperson has a reasonable concern that the provision of the information to the staff member will give rise to a risk of psychosocial harm, the chairperson may provide the staff member with a redacted version of the information and any **Representative** of the staff member with an unredacted version of the information on the condition that the **Representative** undertakes not to disclose the redacted information to the staff member.
- 3.11 The staff member, or where nominated their **Representative**, may make a final submission taking into account any further information that has been provided.
- 3.12 The Review Panel will consider any investigation report, any submission received from the staff member and the **University**, and any further information received from a witness, and make findings of fact and / or recommendations to the relevant **delegate** for final determination in accordance with the relevant schedule of this **Agreement** (i.e., [SCHEDULE 11 – MANAGING UNDERPERFORMANCE PROCEDURE](#) (Step 6) or [SCHEDULE 12 – MANAGING MISCONDUCT / SERIOUS MISCONDUCT PROCEDURE](#) (Step 7)).
- 3.13 Where the Review Panel recommends a different outcome than the original **delegate**, the recommendation of the Review Panel will be considered by an alternative **delegate** of the **University**. The alternative **delegate** will be at the same level of seniority or higher than the original **delegate**.
- 3.14 Neither the Review Panel nor the chairperson can compel or otherwise direct any person to provide information or otherwise participate in the Review Panel process. Where a person refuses to participate in the Review Panel process, the Review Panel will proceed on the basis of the material available to it.

Timeframe

- 3.15** The Review Panel will make its recommendation to the relevant **delegate** (or alternative **delegate**) within 4 weeks of the staff member applying in writing for the appointment of a Review Panel unless the **University** and the staff member agree otherwise.

Other review processes

(a) Managing staff workload

- 3.16** A staff member may refer concerns about workload to the **delegate** for investigation and recommended resolution in relation to clause 31.7.

(b) Study leave and / or examination leave

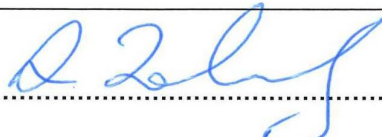
- 3.17** A staff member may seek a review of a decision regarding study leave and / or examination leave and / or reimbursement from the **delegate** in relation to clause 50.1.

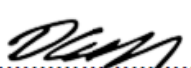
(c) Job Redesign

- 3.18** A staff member dissatisfied with the outcome of the job redesign process may raise their concerns with the **delegate** who will initiate an investigation prior to making a determination in relation to clause 22.4.

[End of Document]

FORMAL AGREEMENT

Signed.....		<u>Alexander ZELINSKY</u>
		Full name in block letters
Position.....	<u>Vice Chancellor & President</u>	
	<u>University Drive, Callaghan 2308</u>	
	Address	
Signed for and on behalf of The University of Newcastle		
Date.....	<u>4 August 2026</u>	

Signed.....		<u>Damien Cahill</u>
		Full name in block letters
Position.....	<u>General Secretary</u>	
	<u>Level 1/120 Clarendon Street, Southbank, VIC, 3006</u>	
	Address	
National Tertiary Education Industry Union (Bargaining Representative on behalf of staff members)		
	<u>05/08/2026</u>	
Date.....		

Signed.....		<u>Troy WRIGHT</u>
		Full name in block letters
Position.....	<u>BRANCH ASSISTANT SECRETARY</u>	
	<u>160 CLARENCE STREET SYDNEY</u>	
	Address	
Community and Public Sector Union (Bargaining Representative on behalf of staff members)		
Date.....	<u>06 August 2026</u>	