



# DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**The University of Newcastle**  
(AG2018/6861)

## **UNIVERSITY OF NEWCASTLE PROFESSIONAL STAFF ENTERPRISE AGREEMENT 2018**

Educational services

DEPUTY PRESIDENT SAUNDERS

NEWCASTLE, 15 MARCH 2019

*Application for approval of the University of Newcastle Professional Staff Enterprise Agreement 2018.*

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

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

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

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

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

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

[6] The Agreement lodged contained an error at Clause 1.6 of Schedule 1. On 6 March 2019, the Applicant filed an amended version of the Agreement pursuant to s.586 of the Act. I am satisfied that the correction should be made and that it is appropriate to do so pursuant to s.586 of the Act.

[7] The National Tertiary Education Industry Union and the Community and Public Sector Union, being bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) I note that the Agreement covers the organisations.

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



DEPUTY PRESIDENT

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## Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.: AG2018/6861 – The University of Newcastle Professional Staff Enterprise Agreement 2018

7 March, 2019

Applicant: The University of Newcastle

Section 185 – Application for approval of a single enterprise agreement

### Undertaking- Section 190

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

1. I have the authority given to me by **the University of Newcastle** to provide this undertaking in relation to the application before the Fair Work Commission.
2. **Clause 43.0 Overtime**  
  
The University agrees to make an undertaking with respect to payment of accrued Time Off In Lieu of Overtime (TOIL) on termination of employment of a staff member at the relevant overtime rate.
3. This undertaking is provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



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Signature

7 March, 2019

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Date

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

# THE UNIVERSITY OF NEWCASTLE PROFESSIONAL STAFF ENTERPRISE AGREEMENT 2018



THE UNIVERSITY OF  
NEWCASTLE  
AUSTRALIA



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## **FORMAL AGREEMENT**

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## **PART A: SCOPE OF THE AGREEMENT**

### **1.0 APPLICATION**

1.1 This Agreement will be known as the University of Newcastle Professional Staff Enterprise Agreement 2018.

1.2 This Agreement is binding upon:

(i) All staff employed as Professional Staff by the University, provided that the Agreement will not apply to:

(a) Directors or equivalent; and

(b) Associate Directors or equivalent

Where the pay rate is more than HEW Level 10 + 25%, subject to the following:

staff members who hold substantive positions of Director, Associate Director or equivalent but who were covered by the University of Newcastle Professional Staff Enterprise Agreement 2014 immediately prior to the date this Agreement takes effect will be covered by this Agreement, but only while they remain in those positions or equivalent positions or if they revert to a lower level position.

and

(ii) The University of Newcastle.

1.3 This Agreement has been negotiated between and applies to:

(i) The University of Newcastle; and

(ii) Members of Professional Staff; and

(iii) The Community and Public Sector Union (CPSU); and

(iv) The National Tertiary Education Industry Union (NTEU)

(herein referred to as the "parties").

### **2.0 OPERATION OF THE AGREEMENT**

2.1 This Agreement will come into force on and from the date 7 days after the Agreement is approved by the Fair Work Commission and will remain in force up to and including 30 September 2021.

2.2 This is a single-enterprise Agreement made under Section 172 (2) of the Fair Work Act 2009.

2.3 This Agreement operates to the exclusion of, and wholly replaces, all relevant awards and agreements which may otherwise, but for this clause, apply to those staff whose employment falls within the scope of this Agreement, except for the National Employment Standards (NES). Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency. There will be no further claims in matters related to this Agreement during its nominal term except where permitted by this Agreement.

2.4 Where policies, codes, procedures, guidelines and other administrative arrangements of the University are referred to in this Agreement, the terms thereof are explicitly not incorporated into the Agreement and do not form part of the Agreement. The University will consult with the Staff Consultative Committee on policy and guideline development that affects the working conditions of staff, and apply policies in a fair and consistent manner.



- 2.5 The parties to this Agreement will commence negotiations for a replacement Agreement no later than three months before the expiry of this Agreement. This will include discussions on scheduling and resourcing.
- 2.6 If any of the parties referred to in Clause 1.3 had, prior to the date this Agreement comes into force, commenced a process under any of the clauses of the University of Newcastle Professional Staff Enterprise Agreement 2014 listed below, those processes will continue to completion provided that the procedures set out in the comparable clauses of this Agreement (listed below) will be applied from the equivalent stage to that reached under the 2014 Agreement. The relevant clauses of the University of Newcastle Professional Staff Enterprise Agreement 2014 and their equivalents in this Agreement are as follows:

University of Newcastle Professional Staff Enterprise Agreement 2014		University of Newcastle Professional Staff Enterprise Agreement 2018	
11	Probation	10	Probation
12	Performance Concerns	11	Managing Underperformance
13	Unsatisfactory Performance	11	Managing Underperformance
14	Misconduct / Serious Misconduct	12	Misconduct / Serious Misconduct
20	Organisational Change	20	Organisational Change
22	Redeployment and Redundancy	23	Redeployment and Redundancy
26	Abandonment of Employment	27	Abandonment of Employment
27	Incapacity	28	Incapacity
73	Inquiry Officer	72	Inquiry Officer
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75	Dispute Resolution Procedure	75	Dispute Resolution Procedure

### 3.0 DEFINITIONS

In this Agreement the following definitions will apply:

Term	Meaning
<b>Agreement</b>	<i>The University of Newcastle Professional Staff Enterprise Agreement 2018.</i>
<b>Consultation</b>	A process in which the University, staff and, where they choose, their Representative have the time and opportunity to exchange information about a matter or issue, provide relevant documents and details, hold discussions to explain their points of view and genuinely understand the respective views in the decision making process, but does not include the need to reach agreement.
<b>HEW Level</b>	Higher Education Worker Level as described in Schedule 1 – Rates to be paid for Higher Education Workers and Schedule 3 – The University of Newcastle Classification Descriptors.
<b>Pro Vice-Chancellor / Director</b>	The Head of the Organisational Unit.
<b>Representative</b>	At any stage, a staff member may nominate a Representative for the purposes of this Agreement, from whom they may seek advice, assistance or representation.  A Representative must be: (i) a member of the staff of the University; or (ii) an official or office holder of the relevant Union;  who is not a member of the legal profession, such as a barrister

Term	Meaning
	<p>or solicitor, in private practice.</p> <p>The University, in turn, will not be represented by a member of the legal profession, such as a barrister or solicitor, in private practice.</p> <p>In instances where staff request representation which may not conform to (i) or (ii) above, the University will give reasonable consideration to the request.</p> <p>Representation responsibilities will be regarded as duty. The University will allow staff reasonable time away from usual duties or time allocation in their workload to prepare for and attend meetings, attend appropriate training and, represent staff in relation to this Agreement subject to operational requirements.</p>
<b>Shiftworker</b>	A staff member who works according to a roster as described in Clause 53.1 – Penalty Rates of the Agreement. Seven day continuous shift workers are entitled to 5 weeks annual leave per annum accruing on a daily basis, in accordance with Clause 57 – Annual Leave, of the Agreement.
<b>Staff member</b>	A member of the Professional Staff.
<b>Supervisor</b>	A person with line management responsibility for a staff member.
<b>The Union</b>	Refers to The Community and Public Sector Union, or The National Tertiary Education Industry Union.
<b>The University</b>	The University of Newcastle.

#### 4.0 FLEXIBILITY

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

- (i) Flexible Work Arrangements – Clause 54, to allow an individual staff member to access the mechanisms provided under that clause to vary their working patterns and ordinary hours of work.
- (ii) Annual Leave – Clause 57, to allow a staff member to cash out a particular amount of paid annual leave on reasonable grounds, including financial hardship, if the following conditions are met:
  - the payment made to the staff member must not be less than the amount that would have been payable had the staff member taken the leave at the time the payment is made;
  - the agreement to cash out annual leave must not result in the staff member's remaining paid annual leave balance being less than four weeks; and
  - other than in exceptional circumstances, the maximum amount of annual leave that may be cashed out during the life of the Agreement is two weeks.

Provided that:

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

- 4.2 Any flexibility arrangement agreed to under this clause must:
- (i) be about matters that would be permitted matters if the arrangement were in an Enterprise Agreement; and
  - (ii) not include a term that would be an unlawful term if the arrangement were in an Enterprise Agreement.
- 4.3 The University must ensure that any individual flexibility arrangement agreed to between a staff member and the University will result in the staff member being better off overall than the staff member would have been if no individual flexibility arrangement was made.
- 4.4 A flexibility arrangement may be terminated by either the staff member or the University:
- (i) by giving written notice of not more than 28 days; or
  - (ii) at any time, if the University and the staff member agree in writing to the termination.
- 4.5 Any individual flexibility arrangement agreed to must:
- (i) be in writing, name the University and the staff member and be signed by the staff member and the University; and
  - (ii) be signed by the parent or guardian of the staff member if the staff member is under 18; and
  - (iii) include details of:
    - (a) the terms of the Enterprise Agreement that will be varied by the arrangement; and
    - (b) how the arrangement will vary the effect of the terms; and
    - (c) how the staff member will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
  - (iv) state the day on which the arrangement commences.
- 4.6 A copy of the individual flexibility agreement will be provided to the staff member within 14 days after it is agreed to.
- 5.0 AVAILABILITY OF THE AGREEMENT**
- 5.1 The University will provide staff with access to this Agreement via the University web pages. A hard copy will be made available from Human Resource Services on request.

## **PART B: CORE TERMS**

### **6.0 PERFORMANCE REVIEW AND DEVELOPMENT**

- 6.1 The University will promote a Performance Review and Development process that:
- (i) aligns each staff member's endeavours with operational and strategic objectives;
  - (ii) provides an ongoing opportunity for dialogue, confidential discussions and feedback between a staff member and their supervisor;
  - (iii) identifies and facilitates individual staff development to maintain and improve skills, enhance career opportunities and promote organisational performance;
  - (iv) promotes resolution of performance concerns through measures such as guidance, counselling, development and work allocation;

- (v) identifies and clarifies roles, duties, goals and objectives, and performance expectations; and
- (vi) recognises and rewards performance.

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

6.3 The supervisor, following discussion with the staff member, may delegate PRD responsibility to an alternate PRD Supervisor. The delegate PRD Supervisor will be required to undertake appropriate training.

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

- (i) planning and goal setting;
- (ii) performance feedback; and
- (iii) review of achievements and the effectiveness of development activities previously undertaken.

6.5 Performance and Development Plans will have regard to the staff member's level of appointment, workload, and operational needs, as well as the resources available and equitable access to development opportunities. The Performance and Development Plan should be developed in the context of the University of Newcastle's strategic objectives, Classification Descriptors and the staff member's position description.

6.6 If the position description is considered inaccurate or inconsistent with the staff member's current duties and responsibilities, it will be reviewed and amended. At this time the supervisor will consider action in accordance with Classification Structure and Review - Clause 8.

6.7 A mentor may be used to encourage the professional and personal development of the staff member.

6.8 PRD information may be accessed by the supervisor's manager for the purposes of career planning and development, performance management, and to ensure the effective use of PRD.

6.9 Performance Review and Development operates in association with, but separate to:

- (i) Managing Staff Workload – Clause 7;
- (ii) Classification Structure and Review – Clause 8;
- (iii) Staff Development – Clause 17;
- (iv) Secondment – Clause 24;
- (v) Managing Underperformance – Clause 11; and
- (vi) Probation – Clause 10.

## **7.0 MANAGING STAFF WORKLOAD**

7.1 The objective of this clause is to ensure that workloads are equitable, transparent, and reasonable within the ordinary hours of duty and without risks to health and safety.

7.2 Workloads will take into consideration the staff member's level of appointment and time fraction and the importance of maintaining an appropriate balance between work and family / community life.

7.3 In determining whether work or workloads are reasonable or unreasonable the following must be taken into account:

- (i) any risk to the staff member's health, safety and welfare;
- (ii) the needs of the University;
- (iii) the nature of the staff member's role, and their level of responsibility;
- (iv) the staff member's personal circumstances including any family and/or carer responsibilities; and
- (v) any other relevant matter.

- 7.4 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.
- 7.5 If the staff member's concerns remain unresolved, the issue should be raised with the appropriate Director or equivalent.
- 7.6 If the staff member believes the issue is still not resolved, the matter may be referred by the staff member to the Director, People and Workforce Strategy who will investigate the matter and make a recommendation to resolve the matter.
- 7.7 Broad, systemic workload concerns are to be raised directly with the Director, People and Workforce Strategy or through the Staff Consultative Committee.
- 7.8 In assessing workload concerns, primary indicators to be considered include:
- (i) the ongoing need to work excessive hours;
  - (ii) excessive overtime;
  - (iii) the inability for staff members to clear accrued leave or flex credits.

## **8.0 CLASSIFICATION STRUCTURE AND REVIEW**

### **Classification Structure**

- 8.1 Each position will be classified using the University of Newcastle Classification Descriptors (Schedule 3 of this Agreement) 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 Website, may be used to assist in the classifying of positions to the extent that they are consistent with the University of Newcastle Classification Descriptors. The Secondary Descriptors may be varied subject to consultation and agreement at the Staff Consultative Committee.
- 8.2 An instrument of appointment will stipulate the position's classification level on commencement of employment.
- 8.3 Classification Descriptors will be applied consistently to avoid direct or potential discrimination. Classification relates to the role and not the occupant's performance or capabilities.
- 8.4 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 against the classification descriptors.
- 8.5 The University will use a recognised external job evaluation method to formally evaluate positions:
- (i) where the requirements of the position have changed; or
  - (ii) when there have been significant changes or growth in the role; or

- (iii) when a new position is created.

## **Review**

- 8.6 Each occupied position should be reviewed annually as to any change in work value by line management in discussion with the staff member as part of Performance Review and Development (PRD) - Clause 6.
- 8.7 The position review undertaken by the line manager will result in either no further action or a request for classification review if there is a perceived increase in work value. The staff member will be advised of the outcome of the position review in a timely manner.
- 8.8 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 classification review as a separate position.
- 8.9 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 the Associate Director, Employee Relations and HR Partnering or equivalent. The referral may include a proposed date of effect. If the recommendation is not supported, the Pro Vice-Chancellor / Director will advise the staff member of the reasons.
- 8.10 The Associate Director, Employee Relations and HR Partnering or equivalent (or nominee), will examine and assess each referral against the University of Newcastle Classification Descriptors and the external job evaluation method in accordance with Clause 8.5. The Associate Director (or nominee) may seek further details from line managers and staff members. A recommendation of either no change or a reclassification to a higher level will be provided to the Deputy Vice-Chancellor or Chief Operating Officer, or equivalent, for a determination.
- 8.11 The University will deal with a submission for classification review equitably and expeditiously. The review should be concluded no later than 2 months from receipt of the submission. In the event of a delay beyond 2 months in the evaluation of a submission, the University will advise the supervisor of the circumstances causing the delay, and an estimated time for an outcome.
- 8.12 The Associate Director, Employee Relations and HR Partnering or equivalent will advise the staff member, in writing, through the supervisor, of the Deputy Vice-Chancellor or Chief Operating Officer's (or equivalent) determination.

## **Request for Review by Staff Member**

- 8.13 A staff member may make an application to the Deputy Vice-Chancellor or Chief Operating Officer, or equivalent, for a review on the grounds:
- (i) that the process was not followed; or
  - (ii) that the position is not, or will not be, appropriately classified in accordance with Clause 8.1.
- 8.14 The matter will then be referred to Inquiry Officer - Clause 72. 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.
- 8.15 The staff member seeking the review may be supported by a Representative during the inquiry process.
- 8.16 The review process and recommendation of the inquiry will be completed within 30 days wherever practicable.
- 8.17 The Deputy Vice-Chancellor or Chief Operating Officer, or equivalent, will take into account any recommendations in determining the outcome of the application for reclassification (including, where applicable, the date of effect).

## **9.0 INCREMENTAL PROGRESSION**

- 9.1 Progress through the incremental salary points within each HEW level 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.
- 9.2 Casual staff members will be eligible for incremental progression, in accordance with the salary scale of their HEW level, on an annual basis subject to the following:
- (i) eligibility for incremental progression will be calculated from the anniversary of the staff member's appointment or designated incremental progression date;
  - (ii) 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;
  - (iii) for the purposes of calculation of the 728 hours in (ii) above, each service year commencing with the established anniversary date, will be discrete and not cumulative;
  - (iv) any periods of service preceding a break in service of 12 months or more will not count for incremental purposes.
- 9.3 Any leave without pay in excess of 5 working days within 1 year for any purpose will not count for incremental purposes. Where a staff member has been granted a period of leave without pay which does not count as service, the appropriate date for subsequent increments will be deferred by the period of time equivalent to the period of leave without pay.
- 9.4 Staff members will be advised in writing of their designated incremental date on appointment or reclassification.
- 9.5 Where a staff member has a mix of fixed term contracts at various levels, the higher employment levels will count as service towards the lower level.

## **10.0 PROBATION**

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



- 10.7 Following receipt of the probation report and the response from the staff member, the Director/Pro Vice-Chancellor or equivalent will forward the report and any response to the Director, People and Workforce Strategy together with a recommendation that:
- (i) the appointment be confirmed;
  - (ii) the probationary period be extended for a nominated period; or
  - (iii) the appointment be terminated.
- The Director, People and Workforce Strategy will review the recommendation and seek further details if necessary.
- 10.8 The staff member will be advised in writing by the Director, People and Workforce Strategy of a decision, and reasons, to confirm appointment or extend the period of probation, or a recommendation that the appointment be terminated.
- 10.9 In the case of a recommendation that the appointment be terminated, the staff member may make a written request to the Director, People and Workforce Strategy that the recommendation be reviewed in accordance with Inquiry Officer – Clause 72. Such a request must be made within 5 working days of written advice of the recommendation being given to the staff member by the Director, People and Workforce Strategy.
- 10.10 The appropriate Deputy Vice-Chancellor or Chief Operating Officer, or equivalent, will consider the probation report, recommendation, any material submitted by the staff member and any report arising from a review by an Inquiry Officer under Clause 72 and will decide that:
- (i) the appointment be confirmed; or
  - (ii) the probationary period be extended for a nominated period; or
  - (iii) the appointment be terminated with 2 weeks notice or payment in lieu of notice.
- 10.11 The appropriate Deputy Vice-Chancellor or Chief Operating Officer, or equivalent, will inform the staff member of the decision in writing.
- 10.12 The University must not terminate a staff member's employment under Clause 10.7 to 10.9 unless the staff member has been informed of, and given an opportunity to:
- (i) address any deficiencies in their performance; or
  - (ii) respond to any adverse material about the staff member on which the University intends to rely.

### **Exemption from Procedure**

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

## **11.0 MANAGING UNDERPERFORMANCE**

- 11.1 The University aims to build performance capability within its workforce and support staff members to address issues concerning underperformance as they arise. Underperformance or poor performance is a failure of the staff member to perform the duties of the role or to perform them to the standard required by the University. Underperformance is not the same as misconduct and can be exhibited as:
- (i) unsatisfactory performance which is a persistent and/or serious failure of the staff member to perform work at a level which would be reasonably required having regard to:
    - (a) the nature and purpose of the position; and
    - (b) level of classification.
- 11.2 Managers and supervisors are expected to discuss performance issues with staff members as they arise and work to resolve them as expeditiously as possible. Such actions might include:

- (i) discussing the matter informally with the staff member;
  - (ii) reviewing the staff member's position description; or
  - (iii) providing informal counselling or other informal action that is appropriate.
- 11.3 If the staff member does not or is unwilling to improve their performance within a reasonable timeframe, or the manager / supervisor identifies that the staff member's performance is unsatisfactory, the manager / supervisor will meet with the staff member to:
- (i) explain what the performance concern is and why it is a problem;
  - (ii) provide opportunity for the staff member to respond to the concerns raised, including mitigating circumstances or alternate views;
  - (iii) counsel the staff member about their performance including:
    - (a) providing the staff member clear and reasonable expectations about the required standards of performance, the improvement required and activities designed to address performance concerns (where appropriate);
    - (b) providing the staff member a reasonable period of time to demonstrate performance against these expectations; and
    - (c) advising the staff member of the potential consequences of continued underperformance, which may include disciplinary action under Clause 14 – Disciplinary Action;
    - (d) providing the staff member written advice of the items discussed in points (a) to (c) above.
- 11.4 Without limitation, the University may also take other measures, including development, guidance, work allocation and a performance improvement plan, to assist the staff member to improve their performance. The performance improvement plan must specify:
- (i) the required performance standard;
  - (ii) the nature of the improvement required and time within which reasonable improvement is to be achieved; and
  - (iii) activities designed to assist in improving performance (where appropriate) which may include a requirement to undertake professional development or training.
- 11.5 A copy of the performance improvement plan will be provided to the staff member.
- 11.6 Where the processes referred to above have not produced the required performance improvement(s), the manager / supervisor will advise the staff member in writing, including details of any relevant facts and documentation. A copy of this advice will also be provided to the relevant Pro Vice-Chancellor / Director.
- 11.7 Within 10 working days of receiving the advice in Clause 11.6, the staff member may choose to:
- (i) make a written submission in relation to the advice; and/or
  - (ii) meet with the Pro-Vice-Chancellor / Director to discuss their submission and/or provide further information.
- 11.8 The Pro Vice-Chancellor / Director, after taking into account the supervisor / manager's advice, the staff member's submission and relevant evidence will advise the staff member in writing of the decision to:
- (i) take no further action; or
  - (ii) refer the matter back to the manager / supervisor for a further review period; or
  - (iii) recommend to the relevant Deputy Vice-Chancellor or Chief Operating Officer, or equivalent, that disciplinary action be taken in accordance with Disciplinary Action – Clause 14; or

- (iv) recommend to the relevant Deputy Vice-Chancellor or Chief Operating Officer, or equivalent, that they agree to some other negotiated outcome.

### Request for Review

- 11.9 Where a recommendation to the relevant Deputy Vice-Chancellor or Chief Operating Officer, or equivalent, is that the staff member should be demoted or have their employment terminated, the staff member may make a written request to the Director, People and Workforce Strategy within 5 working days of receiving the Pro Vice-Chancellor / Director's written advice for:
  - (i) an Independent Review in accordance with Clause 73 – Independent Reviewer; or
  - (ii) a Committee of Inquiry – Clause 74.
- 11.10 If the matter is referred under Clause 11.8 (iii), the relevant Deputy Vice-Chancellor or Chief Operating Officer, or equivalent, will take into account:
  - (i) the manager / supervisor's advice under Clause 11.6 and the staff member's written submission under Clause 11.7;
  - (ii) the Pro Vice-Chancellors / Director's recommendation under Clause 11.8 (iii); and, if applicable
  - (iii) the report of the Independent Reviewer – Clause 73 - Independent Reviewer; or Committee of Inquiry – Clause 74.
- 11.11 The relevant Deputy Vice-Chancellor or Chief Operating Officer, or equivalent, will make a determination in relation to Disciplinary Action - Clause 14 and advise the staff member in writing of the decision. If the determined disciplinary action is termination of employment, the Deputy Vice-Chancellor or Chief Operating Officer, or equivalent, will offer the staff member and their Representative (if any), an opportunity to meet in person and / or make written submissions as to why the staff members employment should not be terminated. The staff member may put forward any matters going to mitigation for the Deputy Vice-Chancellor or Chief Operating Officer, or equivalent, to consider.
- 11.12 Throughout this process, all issues will be dealt with in a timely manner.
- 11.13 The University will consider any reasonable request by the staff member or their Representative to extend the periods in Clauses 11.7 and 11.9.
- 11.14 The decision of the Deputy Vice-Chancellor or Chief Operating Officer, or equivalent, under this clause will be final. However, this clause does not exclude the jurisdiction of any external tribunal that would be competent to deal with the matter.

## 12.0 MISCONDUCT / SERIOUS MISCONDUCT

- 12.1 For the purpose of this clause:

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

12.1.2 **"Serious Misconduct"** means:

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

12.1.3 Serious misconduct includes:

- (i) wilful or deliberate behaviour by a staff member that is inconsistent with the continuation of the contract of employment;

- (ii) conduct that causes serious and imminent risk to:
  - (a) the health or safety of a person; or
  - (b) the reputation, viability or profitability of the University;
- (iii) the staff member, in the course of the staff member's employment, engaging in:
  - (a) theft; or
  - (b) fraud; or
  - (c) assault.
- (iv) the staff member being intoxicated at work such that, the staff member's faculties are, by reason of the staff member being under the influence of intoxicating liquor or a drug (except a drug administered by, or taken in accordance with the directions of, a person lawfully authorised to administer the drug), so impaired that the staff member is unfit to be entrusted with the staff member's duties or with any duty that the staff member may be called upon to perform;
- (v) the staff member refusing to carry out a lawful and reasonable instruction that is consistent with the staff member's contract of employment.
- (vi) serious and/or repeated bullying or harassment, including sexual harassment;

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

12.2 Wherever possible, the matter will be dealt with expeditiously, including where relevant a staff member's supervisor attempting to resolve instances of possible misconduct through guidance, counselling, appropriate staff development or work allocation and/or formal written notification of the University's expectations.

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

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

12.4 At any time after an allegation of misconduct / serious misconduct has been received by the appropriate Deputy Vice-Chancellor or Chief Operating Officer or equivalent, the Deputy Vice-Chancellor or Chief Operating Officer, or equivalent, may suspend the staff member on full pay in situations such as where the continued presence of the staff member in the workplace:

- (i) constitutes a risk to the health and safety of a person; and/or
- (ii) poses a threat to the reputation, viability or profitability of the institution; and/or
- (iii) interferes with evidence relevant to an investigation.

12.5 During a period of suspension a staff member will be provided with reasonable access to the workplace to prepare a case and collect personal property.

12.6 Subsequent to the process set out in Clause 12.3 (ii) for referral to an external body, the staff member will be provided by the University with the detail of the findings and be given an opportunity

to provide the Deputy Vice-Chancellor or Chief Operating Officer, or equivalent, with a statement in response.

- 12.7 If the allegations are admitted in full by the staff member, or if the staff member has not responded to the allegations, and the appropriate Deputy Vice-Chancellor or Chief Operating Officer, or equivalent, is of the view that the conduct amounts to misconduct or serious misconduct, the Deputy Vice-Chancellor or Chief Operating Officer, or equivalent, may decide to take disciplinary action and, if so, will advise the staff member in writing of the decision and the operative date of the disciplinary action.
- 12.8 If the allegation is denied in part or in full, the appropriate Deputy Vice-Chancellor or Chief Operating Officer, or equivalent, will refer the matter to a Committee of Inquiry under Clause 74, unless:
- (i) the Deputy Vice-Chancellor or Chief Operating Officer, or equivalent, decides to take no further action; counsels or censures the staff member for unsatisfactory behaviour and takes no other action; or agrees to some other negotiated outcome;
  - (ii) the staff member elects to have the allegations investigated by an Independent Reviewer – Clause 73.
- 12.9 Any Committee of Inquiry or Independent Reviewer report or findings of an external body in accordance with Clause 12.3 (ii) will be considered by the Deputy Vice-Chancellor or Chief Operating Officer, or equivalent, who will determine:
- (i) there is no misconduct / serious misconduct and take appropriate action; or
  - (ii) to counsel or censure the staff member; or
  - (iii) that misconduct / serious misconduct has occurred and:
    - (a) advise the staff member of the disciplinary action to be taken in accordance with Disciplinary Action - Clause 14. If the determined disciplinary action is termination of employment, the Deputy Vice-Chancellor or Chief Operating Officer, or equivalent, will offer the staff member and their Representative (if any) an opportunity to meet in person and/or make written submissions as to why the staff member's employment should not be terminated. The staff member may put forward any matters going to mitigation for the Deputy Vice-Chancellor or Chief Operating Officer, or equivalent, to consider; or
    - (b) agree to some other negotiated outcome.

## Application

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

## 13.0 RESEARCH CODE BREACH

- 13.1 For the purposes of this clause:

- (i) **“Code”** means the Australian Code for the Responsible Conduct of Research 2018, and related guide, published jointly by the Australian Research Council, the National Health and Medical Research Council and Universities Australia.
- (ii) **“Research Misconduct Investigation Guidelines”** means the University of Newcastle procedures (as amended from time to time) detailing how potential breaches of the Code will be managed and investigated, consistent with the Code.
- (iii) **“Research Code Breach”** means conduct that breaches the Australian Code for the Responsible Conduct of Research that are considered less serious, that may be minor or technical deviations that are honest or accidental errors.
- (iv) **“Serious Research Code Breach”** means a serious or deliberate research code breach that involves:

- (a) intent or deliberation, recklessness or gross and persistent negligence; and/or
- (b) serious consequences, such as false information on the public record, or adverse effects on research participants, animals or the environment.

Serious Research Code Breach includes:

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

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

(v) **“Corrective Action”** means:

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

(vi) **“Disciplinary Action”** means:

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

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

- 13.2 The University may take Corrective Action for Research Code Breaches in accordance with the process set out in the Research Misconduct Investigation Guidelines.
- 13.3 At any time after a potential Serious Research Code Breach has been received, the Senior Deputy Vice-Chancellor (Research and Innovation) or equivalent may suspend the staff member on full pay, during the period of the investigation proceedings.
- 13.4 The Senior Deputy Vice-Chancellor (Research and Innovation) or equivalent may take Disciplinary Action against a staff member for a Serious Research Code Breach provided that an investigation process has been conducted in accordance with the Research Misconduct Investigation Guidelines. During the investigation process:

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

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

- (i) advise the staff member of the Disciplinary Action to be taken. If the determined Disciplinary Action is termination, the Senior Deputy Vice-Chancellor (Research and Innovation) or equivalent will offer the staff member and their Representative (if they so choose) an opportunity to meet in person and/or make written submissions as to why the staff member's employment should not be terminated. The staff member may put forward any matters going to mitigation for the Senior Deputy Vice-Chancellor (Research and Innovation) or equivalent to consider; or
- (ii) agree to some other negotiated outcome.

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

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

### **Application**

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

13.9 In the case of a potential Breach / Serious Breach of the Code by a staff member, the University will follow the process set out in the Research Misconduct Investigation Guidelines. For the avoidance of doubt, the procedures under Clause 12 – Misconduct / Serious Misconduct, do not apply when dealing with an alleged Breach / Serious Breach of the Code.

13.10 Where there is ambiguity as to whether the procedures in this clause or Clause 12 – Misconduct / Serious Misconduct should apply, the Director, People and Workforce Strategy will consult with the Pro Vice-Chancellor, Research and Innovation and agree which processes should apply to avoid duplication. If, during the process, it becomes apparent that the alternate process is more applicable, the University may adopt the alternate process and steps taken under the first process will be recognised in the second process.

### **Implementation Matters**

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

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

## **14.0 DISCIPLINARY ACTION**

14.1 Decisions to discipline a staff member may result from:



- (i) Managing Underperformance - Clause 11; or
- (ii) Misconduct / Serious Misconduct - Clause 12.

14.2 The decision to take disciplinary action is made by the Vice-Chancellor; or appropriate Deputy Vice-Chancellor or Chief Operating Officer, or equivalent. Disciplinary action means any one or combination of the following:

- (i) counselling; and/or
- (ii) further training and development; and/or
- (iii) formal censure; and/or
- (iv) loss of increment(s); and/or
- (v) demotion; or
- (vi) termination alone.

14.3 In cases involving misconduct not amounting to serious misconduct, disciplinary action will be limited to the scope of Clause 14.2 (i) – (v).

## **15.0 STAFF REPORTS**

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

## **16.0 INDUCTION**

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

## **17.0 STAFF DEVELOPMENT**

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

17.2 Staff workforce development opportunities at the University are built on a model of learning supported through an appropriate combination of Experience on-the-job, Exposure to others and through formal Education, which will include:

- Supporting staff mobility through:
  - Secondments – internal and external to the University
  - Job swap or rotation
  - Mentoring and job shadowing
  - Stretch assignments, projects and acting at higher level

Subject to eligibility requirements and availability of resources the University may also offer staff:

- Internal and external networking opportunities;
- Access to a staff learning and development portal that provides a range of blended learning opportunities;
- Access to funding to support attendance and participation in short courses, conferences and other comparable professional development opportunities;
- Access to International Development Scholarships; and

- Study support for formal qualifications.

- 17.3 The University also acknowledges the critical importance of identifying and facilitating individual staff development to maintain and improve skills, enhance career opportunities and promote organisational performance. This may be facilitated through Performance Review and Development - Clause 6.
- 17.4 On at least an annual basis, each organisational unit will prepare a training and development plan which considers the capability needs of the unit in line with the strategic plan, as well as the individual development needs of staff as identified within the Performance Review and Development process. The training and development plan will be available to staff within the unit to provide transparency of training and development activities.
- 17.5 The University will report annually to the Staff Consultative Committee on Professional Staff development initiatives.

## **18.0 STUDY LEAVE, EXAMINATION LEAVE AND REIMBURSEMENT OF FEES**

- 18.1 The University may grant study leave and/or examination leave and/or reimbursement of study fees for study leading to a formal qualification relevant and appropriate to the staff member's current or likely future duties and responsibilities at the University and, of benefit to the University.
- 18.2 Full-time or part-time staff members who are continuing or contingent, or have a fixed term employment contract of at least 12 months, are eligible to apply for study leave and/or examination leave and/or reimbursement of fees.
- 18.3 Study leave is to be taken during working hours and is for the purpose of enabling the staff member to meet program requirements.
- 18.4 Study leave and/or examination leave, including travel time associated with attending examinations, when granted, will be in accordance with the following table:

### **Provisions for Study Leave, Examination Leave and Travel Time**

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

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

Study Leave:

- (i) is only available during the operation of the program;

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

18.6 A staff member may seek a review of a decision regarding study leave and/or examination leave and/or reimbursement of fees from the appropriate Deputy Vice Chancellor or Chief Operating Officer (or equivalent), or nominee.

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

## 19.0 JOB SECURITY

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

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

- (i) Advertising continuing HEW level 5 and below positions internally in the first instance; and
- (ii) Offering staff access to a range of programs to support career progression or to achieve more secure employment. These programs will be accessible to casual, fixed-term, contingent and continuing staff and could include:
  - Job interview skills;
  - Resume and application preparation;
  - Addressing selection criteria; and
  - Mentoring, coaching and career advice.

19.3 Options such as attrition, voluntary separation, job redesign, redeployment, training and development, use of leave by agreement, reduction of employment fraction, secondment and transfer will be considered, wherever possible, to avert or minimise potential redundancy. Redundancies will be managed in accordance with, Clause 20 – Organisational Change and Clause 23 – Redeployment and Redundancy.

## 20.0 ORGANISATIONAL CHANGE

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

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

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

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

20.4 For the purposes of this clause:

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

- (a) the termination of the employment of staff members; or
- (b) major change to the composition, operation or size of the University's workforce or to the skills required of staff members; or
- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (d) the alteration of hours of work; or
- (e) the need to retrain staff members; or
- (f) the need to relocate staff members to another workplace; or
- (g) the restructuring of jobs.
- (ii) The management of workplace change will be conducted objectively and transparently according to an appropriate timeframe.
- (iii) The University will give prompt and genuine consideration to matters raised by staff and the Union(s) in relation to the proposed changes.
- (iv) Options such as attrition, voluntary separation, job redesign, redeployment, training and development, use of leave by agreement, conversion to part-time employment, relocation support, secondment and transfer will be considered, wherever possible, to avert or minimise potential redundancy.
- (v) The University is not required to disclose any confidential or commercially sensitive information to staff members or Representatives.

20.5 As soon as practicable after making a definite decision to introduce a change that is likely to have a significant effect on one staff member only, the University will discuss the proposed change directly with the staff member. For the purposes of the discussion, the University will provide relevant information, including the nature and likely effects of the change and invite the staff member to give their views about the impact of the change, in lieu of the processes in Clauses 20.6 to 20.13 in order to work towards mutually acceptable solutions and/or alternatives. Where the workload of more than one staff member would be significantly affected by the change, this will not be considered a one staff member change.

20.6 As soon as practicable after making a definite decision to introduce a change that is likely to have a significant effect on staff, where Clause 20.5 does not apply, the University will draft a Consultation Paper to facilitate consultation with, and provision of information to, affected staff (including staff on extended periods of leave). The Consultation Paper will address:

- (i) an explanation of the University's rationale, process and quantifications that lead to the requirement for change;
- (ii) means and timeframe for change;
- (iii) identification of the positions affected and the stakeholders on whom the change will impact;
- (iv) financial, staffing and training implications; and
- (v) the measures to be taken to avert or mitigate adverse impact on staff.

20.7 The University will meet with affected staff to discuss the Consultation Paper. Where requested, HR Services staff and leaders from the unit considering the change will meet with affected staff, either individually or in a group, to further discuss any aspect of the Consultation Paper.

20.8 The Consultation Paper will be placed on the University website and staff will be given the opportunity to provide comments, recommendations, alternative solutions and submissions.

- 20.9 The University will consider the comments, recommendations, alternative solutions and submissions and provide feedback to the staff member(s).
- 20.10 The Consultative Committee(s) will have an opportunity to comment on the process of consultation that has occurred and the issues raised and make any recommendation(s). These recommendations will be considered and reflected in the Proposal referred to in Clause 20.11.
- 20.11 The University will prepare a formal Proposal which includes the details specified in Clause 20.6 above and the outcome of any consultations.
- 20.12 The University will forward the Proposal to affected staff. The Proposal will also be published on the University website.
- 20.13 The Proposal and any recommendations will be forwarded to the Vice-Chancellor for consideration and determination.

### **Post-Implementation Review**

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

## **21.0 CHANGE TO ORDINARY HOURS OF WORK OR REGULAR ROSTER**

### **Change to Ordinary Hours**

- 21.1 Prior to introducing a change the usual hours of work of one or more staff members without any change to the limits on the number or span of ordinary hours set out at Clause 51 – Hours of Work and where clauses Flexibility – Clause 4, Flexible Work Arrangements – Clause 54, Requests for Flexible Working Arrangements – Clause 56, Organisational Change – Clause 20 do not apply, the University will:
- (i) give the staff member(s) and their Representatives (if any) information about the proposed change, including details of the proposed change and the effects the University believes the proposed change is likely to have on the staff member(s).
  - (ii) invite the relevant staff member(s) to give their views about the impact of the change (including any impact in relation to their family and caring responsibilities).
  - (iii) give prompt and genuine consideration to matters raised about the change by the relevant staff member(s).
  - (iv) advise the staff member(s) of its decision as soon as practicable following its consideration of any matters raised by the staff member(s).
- 21.2 During the life of this agreement the University may, subject to consultation with the Staff Consultative Committee and agreement with staff, trial and implement alternative span of hours of work, other than as defined in Clause 51 – Hours of Work, for specific categories of staff.

### **Rostered Staff – Work Rosters**

- 21.3 Work rosters will be posted in a readily accessible place and will indicate the commencement and cessation times of the hours of work of the respective shifts for each staff member.
- 21.4 A shift or roster may be changed at any time for operational reasons following consultation with the staff member(s) affected in accordance with Clause 21.5 and, subject to the following:
- (i) changes of shift in rosters will be notified at least 72 hours before they become operative;
  - (ii) changes of rosters will be notified at least 7 days prior to becoming operative;

- (iii) 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;
- (iv) places in shifts or rosters may be interchanged by agreement between the staff members and the University, provided that the University will not incur additional shift or overtime penalties as a consequence of the interchange.

21.5 Prior to introducing a change the rosters of one or more staff members without any change to the limits on the number of ordinary hours set out at Clause 51 – Hours of Work or the shift penalties set out at Clause 53 and where clauses Flexibility – Clause 4, Flexible Work Arrangements – Clause 54, Requests for Flexible Working Arrangements – Clause 56 and Organisational Change – Clause 20 do not apply, the University will:

- (i) give the staff member(s) and their Representatives (if any) information about the proposed change, including details of the proposed change, the effects the University believes the proposed change is likely to have on the staff member(s).
- (ii) invite the relevant staff member(s) to give their views about the impact of the change (including any impact in relation to their family and caring responsibilities).
- (iii) give prompt and genuine consideration to matters raised about the change by the relevant staff member(s).
- (iv) advise the staff member(s) of its decision as soon as practicable following its consideration of any matters raised by the staff member(s).

## **22.0 JOB REDESIGN**

22.1 The University will utilise job redesign, consistent with other provisions of this Agreement, so as to:

- (i) fully utilise staff members' potential and enhance their skills, knowledge and career opportunities, subject to University needs, and consistent with the University of Newcastle Classification Descriptors - Schedule 3 of this Agreement;
- (ii) promote job security and not diminish work value, conditions or level;
- (iii) 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 need to be evaluated to ensure correct classification.

22.4 If a staff member is dissatisfied with the outcome of the job redesign process, the staff member may raise their concerns with the Director, People and Workforce Strategy, who will investigate and make a recommendation to the relevant Deputy Vice-Chancellor or Chief Operating Officer, or equivalent, for determination to resolve the matter.

## **23.0 REDEPLOYMENT AND REDUNDANCY**

### **23.1 Voluntary Separation**

23.1.1 The University will ensure:

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

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

23.1.3 The staff member will have a period of 4 weeks from the date of the notice in Clause 23.1.2 within which to elect to do one of the following:

- (i) accept a voluntary separation package, to be taken up within a period of 2 weeks, comprising:
  - (a) 26 weeks salary; plus
  - (b) 2 weeks salary for each completed year of service at the University up to a combined maximum of 52 weeks; and
  - (c) a 10% loading on the above combined total; and
  - (d) statutory entitlements; or
- (ii) seek redeployment within the University and remain as a detached staff member for a period of up to 26 weeks. The date of commencement of the 26 week period is the date of notification of becoming a detached staff member. The staff member will be provided with support as described in Clause 23.2. The staff member will not be eligible for the career development support described in Clause 23.3; or
- (iii) seek employment outside the University and remain as a detached staff member for a period of up to 8 weeks. The date of commencement of the 8 week period is the date of notification of becoming a detached staff member. The staff member will be provided with support, including an externally sourced career development program as described in Clause 23.3.

23.1.4 If the staff member has not taken one of the options outlined in Clause 23.1.3 above they will be deemed to have chosen the option in Clause 23.1.3 (ii).

## 23.2 **Redeployment within the University [Option in Clause 23.1.3 (ii)]**

23.2.1 A staff member who has elected the option in Clause 23.1.3 (ii) will have preference of appointment to suitable alternative positions within the University where vacancies exist or are expected to exist in a reasonable period of time. Preference will include employment and/or training and development for positions at their classification level and within the ambit of their skills and experience.

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

23.2.3 Wherever possible, the University will endeavour to redeploy staff into a position equal to the staff member's substantive position at the time they were declared detached. Where a staff member accepts redeployment to a lower level position prior to the conclusion of the redeployment period in Clause 23.1.3 (ii), they will receive salary maintenance for a period of 26 weeks from the date of detachment.

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

23.2.5 If a staff member elects to be redeployed in accordance with Clause 23.1.3 (ii), they may, at a later date elect to be made redundant at any time during the 26 week period mentioned in Clause 23.1.3 (ii) above. Should this occur they will receive a payment in accordance with Clause 23.4.1.

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

- (i) may take reasonable time to attend job interviews and undertake job search; and/or



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

23.2.7 Where a staff member has chosen to exercise the right of preference of employment for a particular position in reference to Clause 23.2.1, a Selection Committee will determine the suitability of any applicant for redeployment to the position on the basis of fair and objective criteria. The Committee will recommend one of the following options:

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

23.2.8 In relation to Clause 23.2.7 (iii), staff not successful in being redeployed to an available position will have access to the Inquiry Officer procedure - Clause 72.

### **23.3 Seek Employment outside the University and Career Development Support [Option in Clause 23.1.3 (iii)]**

23.3.1 A staff member who has elected the option in Clause 23.1.3 (iii) will still have preference of appointment to suitable alternative positions within the University where vacancies exist or are expected to exist in a reasonable period of time. Preference will include employment and/or training and development for positions at their classification level and within the ambit of their skills and experience.

23.3.2 The salary of a detached staff member will be maintained during the 8 week period in Clause 23.1.3 (iii).

23.3.3 Wherever possible, the University will endeavour to redeploy staff into a position within the University equal to the staff member's substantive position at the time they were declared detached. Where a staff member accepts redeployment to a lower level position prior to the conclusion of the redeployment period in Clause 23.1.3 (iii), they will receive salary maintenance for a period of 26 weeks from the date of detachment.

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

23.3.5 If a staff member elects to seek employment outside the University in accordance with Clause 23.1.3 (iii), they may, at a later date elect to be made redundant at any time during the 8 week period mentioned in Clause 23.1.3 (iii) above. Should this occur they will receive a payment in accordance with Clause 23.4.1. For the avoidance of doubt, this entitlement is not affected by employment external to the University.

23.3.6 Where a staff member has chosen to exercise the right of preference of employment for a particular position in reference to Clause 23.3.1, a Selection Committee will determine the suitability of any applicant for redeployment to the position on the basis of fair and objective criteria. The Committee will recommend one of the following options:

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

23.3.7 In relation to Clause 23.3.6 (iii), staff not successful in being redeployed to an available position will have access to the Inquiry Officer procedure - Clause 72.

23.3.8 During the detachment period, the staff member:

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

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

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

## 23.4 Redundancy

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

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

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

- (i) a further offer of redeployment and/or training and development; or
- (ii) the immediate provision of a redundancy package as outlined in Clause 23.4.1.

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

## **24.0 SECONDMENT**

### **Secondment within the University**

- 24.1 Secondment opportunities will be promoted through an open Expressions of Interest process unless operational requirements make this impracticable.
- 24.2 Secondment for a defined period may be:
- (i) offered by the University and agreed to by the staff member; or
  - (ii) requested by the staff member and agreed to by the University; or
  - (iii) directed by the Director, People and Workforce Strategy, following consultation by line management with the affected staff member.
- 24.3 The details and conditions of the secondment, including the right of return arrangements, will be offered and agreed to in writing. Where the secondment is directed under Clause 24.2 (iii), secondment will be at or above the substantive level and there will be a right of return to the substantive position and primary place of work.
- 24.4 The new supervisor will provide a period of familiarisation and training for the new staff member.

### **Secondment outside the University**

- 24.5 Secondment outside the University may be facilitated in accordance with the University's Secondment – Professional Staff Policy. Such secondments will be based on mutual agreement between the staff member, the University and the host organisation. The details and conditions of the secondment, including return arrangements, will be agreed to in writing before the secondment commences.

## **25.0 TRANSFER OR PLACEMENT**

- 25.1 Subject to the staff member's skills and experience, transfer or placement at the same substantive level or higher may be:
- (i) offered by the University and agreed to by the staff member; or
  - (ii) requested by the staff member and agreed to by the University; or
  - (iii) directed by the Director, People and Workforce Strategy, following consultation by line management with the affected staff member.
- 25.2 Specific details relating to the transfer or placement will be confirmed in writing.

25.3 The new supervisor will provide a period of familiarisation and training for the new staff member.

## 26.0 RESIGNATION AND TERMINATION

### Resignation

26.1 A staff member, other than a casual staff member, may resign from the University by giving such notice as provided in the table below, or be subject to the forfeiture of the equivalent weeks pay or part thereof.

Staff members classified at	Period of Notice
HEW 8, HEW 9 or HEW 10	At least 4 weeks
HEW 1 to HEW 7	At least 2 weeks

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

### Termination

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

- (i) Probation - Clause 10;
- (ii) Managing Underperformance - Clause 11;
- (iii) Misconduct / Serious Misconduct - Clause 12;
- (iv) Research Code Breach – Clause 13;
- (v) Disciplinary Action - Clause 14;
- (vi) Redeployment and Redundancy - Clause 23;
- (vii) Abandonment of Employment – Clause 27; and
- (viii) Incapacity - Clause 28.

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

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

- 26.5 If the staff member is over 45 years old at the time of the notice and has completed at least 2 years of continuous service with the University the staff member will receive an additional 1 week's notice or payment in lieu.
- 26.6 The notice periods and/or payment in lieu at Clauses 26.4 and 26.5 do not apply to a staff member who is terminated on the grounds of serious misconduct where termination will be without notice.
- 26.7 The employment of a casual staff member may be terminated by the University by the giving of 1 hour's notice, or the minimum period of engagement, whichever is the greater.

## **27.0 ABANDONMENT OF EMPLOYMENT**

- 27.1 Where a staff member has been absent from duty for a continuous period of 5 working days without advice to their supervisor or the approval of the University, the following will apply:
- (i) The University will make reasonable attempts to contact the staff member (including a registered letter), using their most currently available contact details, requiring the staff member to provide an explanation for the absence.
  - (ii) The staff member will be on unauthorised leave without pay for the period of the absence.
  - (iii) If there was reasonable cause for the absence, the staff member may apply for an appropriate form of leave to cover the absence.
  - (iv) If the staff member does not establish to the satisfaction of the appropriate Deputy Vice-Chancellor or Chief Operating Officer, or equivalent, that there was a reasonable cause for the absence, and the staff member seeks to resume duty, the matter may be dealt with as possible misconduct under Misconduct / Serious Misconduct – Clause 12.
  - (v) If the staff member fails to respond within 10 working days of the date of the registered letter under Clause 27.1 (i), the staff member will be deemed to have abandoned their employment. In this case, the staff member will be entitled only to payment up to the last day of attendance for duty or authorised leave.

## **28.0 INCAPACITY**

- 28.1 Where a staff member's capacity to perform their duties is in doubt due to ill health, the University will consider mechanisms such as reasonable adjustment and appropriate use of leave options to support the staff member's return to full duties within a reasonable timeframe. Consideration will be given as to whether the duties may be permanently modified. This process will be undertaken in consultation with the staff member.
- 28.2 Where issues of incapacity cannot reasonably be resolved under Clause 28.1, the University may require the staff member to undergo a medical examination by a medical practitioner chosen by the University at the expense of the University.
- 28.3 The University will provide the staff member with written notice of the medical appointment at least 1 month prior to the date of the appointment. The staff member and the University may agree to a different notice period.
- 28.4 Where, prior to the expiry of the period of notice, the staff member applies to the staff member's superannuation fund for ill-health retirement or temporary disability benefit under the rules of the superannuation fund, the requirement for a medical examination under Clause 28.2 will lapse and subject to Clause 28.5, no further action will be taken under this clause.
- 28.5 Where the superannuation fund decides that the staff member is capable of resuming work and the Vice-Chancellor elects to dispute this decision, the Vice-Chancellor may direct the staff member to attend a medical examination in accordance with Clause 28.2 and then proceed in accordance with the remainder of this clause.

- 28.6 A copy of the medical report made by the medical practitioner required under Clause 28.2 will be made available by the University to the staff member concerned on receipt, or to the staff member's doctor if medical advice is given to that effect.
- 28.7 If the medical report states that the staff member is or will be able to perform the inherent requirements of their substantive position within 6 months of the date of the report (Clause 28.6), action in relation to this clause will cease, subject to the staff member resuming their duties on or before the expiration of that period. The University will consider the medical report and any advice from the staff member's treating doctor in constructing an appropriate return to work plan. If the staff member does not resume duties within the 6 month period, the Vice-Chancellor will consider any further medical report(s) and may:
- (i) notify the staff member of the decision to terminate their employment by reason of ill health; or
  - (ii) extend the period for a further period of no more than 3 months. Should the staff member not resume duty in that period, the Vice-Chancellor may notify the staff member of the decision to terminate their employment by reason of ill-health.
- 28.8 If the medical report states that the staff member is unable to perform the inherent requirements of their substantive position and is unlikely to be able to resume those duties within 6 months of the date of the report referred to in Clause 28.6, the staff member may, within 10 working days of receipt of the medical report, request a review of the medical report.
- 28.9 The review of the medical report will be conducted by an independent medical practitioner with the relevant area of expertise chosen by the staff member from a list of medical practitioners supplied by the University sourced from the website of the appropriate Australian Royal College.
- 28.10 If the review under Clause 28.9 indicates that the staff member is able to resume duty within 6 months from the date of the initial report referred to in Clause 28.6, action will be taken in accordance with Clause 28.7.
- 28.11 If a review of the medical report is not requested by the staff member or if the review confirms a finding of incapacity to resume duty, the Vice-Chancellor may notify the staff member of the decision to terminate their employment by reason of incapacity. The notice of termination due to incapacity, or pay instead of notice, will be 6 months.
- 28.12 In making an assessment as to whether a staff member is unable to perform his or her duties and is unlikely to be able to resume them within a reasonable period, the medical practitioner or panel of medical practitioners appointed pursuant to this clause will, as far as practicable, apply the standards used by the staff member's superannuation scheme, if any, in determining qualification for the payment of a disablement pension or other similar benefit.
- 28.13 The provisions of this clause do not override New South Wales Workers Compensation legislation.

## **29.0 INTELLECTUAL PROPERTY RIGHTS**

- 29.1 Subject to legislative provisions on moral and intellectual property rights, the following principles will apply to the management of intellectual property:
- (i) The University asserts ownership of intellectual property created by originators in the course of their employment with the University unless specified otherwise.
  - (ii) A minimum of 50% of the net income received by the University as a result of exploitation of University intellectual property will be distributed to the originator.
  - (iii) The rights and responsibilities of originators and managers of intellectual property are to be properly communicated to staff.
- 29.2 Nothing in this clause prevents a staff member from entering into a commercial agreement with the University.

29.3 Disputes regarding intellectual property rights may be referred to the Inquiry Officer – Clause 72.

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

### **30.0 INTELLECTUAL FREEDOM**

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

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

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

30.4 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.

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

### **31.0 EQUITY AND EQUAL EMPLOYMENT OPPORTUNITY**

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

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

31.3 To assist in meeting these objectives, the University will invite a staff member Representative of the NTEU / CPSU to participate in the working party review of inclusiveness policies which will be informed by the consultation in Clause 31.2.

### **32.0 WORK HEALTH AND SAFETY**

32.1 The University acknowledges its obligations under the Work Health and Safety Act 2011. The University will continue to promote work health and safety and welfare and maintain and enhance the University's policy and management framework, including the assignment of responsibilities and training, to improve work health and safety and welfare.

32.2 Concerns regarding work health and safety may be resolved by reference to the relevant Faculty / Division Health and Safety Committee and where required the University's Health and Safety Committee. Should this avenue fail to resolve the concerns the matter may then be referred to the Dispute Resolution Procedure - Clause 75.

32.3 The University will provide a program, incorporating the principle of reasonable adjustment, to support injured / ill staff members to return to the workplace.

32.4 Nothing in this clause will be construed as excluding the jurisdiction of any external body competent to deal with work health and safety matters.

### **33.0 MENTAL HEALTH AND WELL-BEING**

33.1 The University recognises the importance of ensuring a work environment that does not create or exacerbate mental health problems and where staff members with mental illness are properly supported.

33.2 The University will consult with staff members on strategies related to work health, including consultation on the development of mental health initiatives.



- 33.3 To assist in meeting this objective, the University will invite a staff member Representative of the CPSU and a staff member Representative of the NTEU to participate in the UON Healthy University Steering Committee.

#### **34.0 DISCRIMINATION, HARASSMENT, BULLYING AND VICTIMISATION**

- 34.1 The University is committed to preventing and eliminating all forms of unlawful discrimination and harassment.
- 34.2 The University will comply with its obligations under the Federal and NSW legislation relating to discrimination.
- 34.3 The University will not tolerate discrimination, harassment, bullying or victimisation. Where there is an allegation relating to this type of behaviour, the University will act promptly to address the matter. This includes eliminating the potential for such behaviour and providing appropriate support.
- 34.4 In the event of alleged discrimination, harassment, bullying or victimisation, a staff member or their Representative may refer the matter to the University's Complaints Procedure or notify a dispute under the Dispute Resolution Procedure - Clause 75.
- 34.5 Nothing in this clause will be construed as excluding the jurisdiction of any external body competent to deal with alleged discrimination, harassment, bullying and victimisation.

#### **35.0 STAFF COUNSELLING AND ASSISTANCE**

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

#### **36.0 DEPENDENT CARE SUPPORT**

- 36.1 The University will reimburse a staff member for costs incurred for dependent care support based on the lesser of the actual costs incurred or the applicable rate at the Kintaiba Centre at the University of Newcastle where, at short notice and by agreement with the staff member:
- (i) the staff member is required to travel away from their normal work location for University purposes; or
  - (ii) the staff member is directed either to work additional hours or to attend a conference or training course outside the staff member's regular hours of work; and
  - (iii) expenses in addition to normal dependent care expenses will be incurred by the staff member; and
  - (iv) approval for reimbursement of expenses is obtained from the University by the staff member prior to the arrangement.

#### **37.0 COMPENSATION FOR LOSS OF PERSONAL PROPERTY**

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

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

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

### **38.0 ENVIRONMENTAL SUSTAINABILITY**

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

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

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

### **39.0 SALARY**

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

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

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

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

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

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

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

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

39.3 Salaries, allowances and casual rates will be paid in accordance with Schedule 1 - Rates to be Paid to Higher Education Workers and Schedule 2 - Allowances.

### **40.0 SALARY PACKAGING**

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

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

### **41.0 APPRENTICE AND TRAINEESHIP RATES OF PAY**

#### **Apprentices**

41.1 The rates of pay of apprentices will be the following percentage of the agreed 100% base rate at HEW Level 3:

1st Year	50%
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2nd Year	65%
3rd Year	80%
4th Year	95%

### **Adult Apprentice Rates of Pay**

41.2 The rate of pay of an adult apprentice will be the following percentage of the agreed 100% base rate at HEW Level 3:

1st Year	83%
2nd Year	88%
3rd Year	93%
4th Year	98%

### **Traineeships**

41.3 Notwithstanding the rates of pay provided in Rates to be Paid for Higher Education Workers - Schedule 1 of this Agreement, nothing will prevent the University employing a person under a Traineeship Agreement registered with the New South Wales Department of Industry, or equivalent, and making payment in accordance with the trainee provisions in the relevant Modern Award.

### **42.0 SUPERANNUATION**

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

42.2 Except as provided in Clause 42.1, contributions for new and existing employees will be made to UniSuper.

42.3 For the purposes of Clause 42.4, Salary is defined in accordance with the UniSuper Consolidated Trust Deed.

42.4 From the commencement date of this Agreement, the University will make employer superannuation contributions as follows:

- (i) for employees employed under full or part-time Continuing Employment, at the rate of 17% of Salary; or
- (ii) for employees employed under a Fixed Term Employment contract:
  - (a) exceeding one (1) year, at the rate of 17% of Salary (for clarity this includes where a fixed term contract is extended and the continuous period of employment in the same position exceeds one (1) year); or
  - (b) a contract of one (1) year or less:
    - (I) in accordance with the minimum required to be made to the employee under the Superannuation Guarantee (Administration) Act 1992 (Cth) (SG Act) until 29 September 2021; and
    - (II) at the rate of 17% of Salary from 30 September 2021.
- (iii) for employees employed under a Fixed Term or Contingent Employment contract which is funded by a conditional funding agreement including a research grant:
  - (a) until 29 September 2021, the greater of:

- (I) in accordance with the minimum contributions required to be made for the employee under the Superannuation Guarantee (Administration) Act 1992 (Cth) (SG Act); or
  - (II) as expressly provided for in the funding agreement.
- (b) from 30 September 2021, at the rate of 17% of Salary.
- (iv) for employees employed under Casual Employment, in accordance with the minimum contributions required to be made for the employee under the Superannuation Guarantee (Administration) Act 1992 (Cth) (SG Act).

#### **43.0 OVERTIME**

- 43.1 The University may require a staff member to work reasonable overtime which will be paid in accordance with this clause. Wherever possible, a staff member will be given at least 48 hours notice of any overtime to be worked. A staff member will not be required to work overtime if the staff member informs the University of circumstances which would make the requirement to work overtime unreasonable.
- 43.2 Approval to work overtime must be given by the appropriate manager prior to the commencement of overtime. Staff members who choose to work additional hours of their own volition are not entitled to be granted overtime.
- 43.3 Overtime worked outside ordinary or rostered hours of duty as required by the University:
- (i) will be paid for at the rate of 1.5 times the ordinary rate of pay for the first 2 hours and 2 times the ordinary rate of pay thereafter until completion of the overtime work;
  - (ii) between midnight Saturday and midnight Sunday will be paid for at 2 times the ordinary rate of pay;
  - (iii) on a public holiday will be paid at 2.5 times the ordinary rate of pay;
  - (iv) for work on Sundays or public holidays will have a minimum payment of 4 hours at the appropriate overtime rate with the exception of essential work for feeding animals, watering etc., then the minimum payment will be 3 hours;
- 43.4 When overtime work is necessary it will be so arranged that:
- (i) staff members have at least 10 consecutive hours off duty between the work of successive days;
  - (ii) if the staff member has not had at least 10 consecutive hours off duty between the completion of overtime and the commencement of ordinary duty, the staff member will not be required to report for duty until at least 10 hours has elapsed since the completion of overtime;
  - (iii) if, on the instructions of the University, a staff member resumes or continues work, in terms of Clause 43.4 (ii) above without having had 10 consecutive hours off duty, they will be paid at overtime rates until released from duty. The staff member will be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence;
  - (iv) the provisions of Clause 43.4 (i) – (iii) 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.
- 43.5 Where a staff member has been instructed to report for duty for pre-arranged overtime on a day which they would not have been required to work and on reporting for duty on that day finds that no overtime is available, the staff member will be paid 3 hours overtime at the overtime rate for that day.

- 43.6 Each day's overtime will stand alone and will be calculated to the nearest quarter of an hour.
- 43.7 A staff member called back for work after leaving the University's premises will be paid for a minimum of 4 hours at the appropriate overtime rate for that period. Each call-back will stand alone. This clause will not apply in cases where it is customary for a staff member to return to the University's premises to perform pre-arranged overtime or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of normal working time.
- 43.8 A staff member who has the permission of the University to work flexible work arrangements may work in excess or outside of the prescribed ordinary hours of work in a day or a week subject to the limits specified from time to time by the University. Time worked to accumulate flexible or variable working hours credits or to extinguish debits will not attract overtime payments.
- 43.9 Where a part-time staff member works more hours per week than their ordinary part-time hours of work per week, but not in excess of the ordinary hours of duty for a full time staff member in the same classification, the staff member will be paid at the ordinary rate of pay for each additional hour so worked.
- 43.10 The calculation of the payment of overtime will not exceed the maximum salary rate applicable to HEW 7 in accordance with Rates to be Paid for Higher Education Workers - Schedule 1.
- 43.11 Where overtime is worked in accordance with this clause a staff member may request to be granted time off in lieu (T.O.I.L.) of the overtime payment. T.O.I.L.:
- (i) must be agreed by the manager prior to the overtime being worked;
  - (ii) will be taken at a time mutually convenient to the University and the staff member;
  - (iii) is calculated as the equivalent of the full overtime payment in hours as specified in Clause 43.3 which would have been payable as overtime;
  - (iv) can be accrued on a quarterly basis;
  - (v) when not taken within a 3 month period, the University may, with reasonable notice, direct the staff member to take the time off in lieu or the staff member will be paid at the applicable overtime rate; and
  - (vi) can be accumulated by a staff member to a maximum of 35 hours.

#### **44.0 ALLOWANCES**

- 44.1 Allowances will be paid to eligible staff in accordance with Allowances - Schedule 2, except as provided in Relieving Allowance – Clause 45, Higher Duties Allowance – Clause 46; After Hours Availability – Clause 47 and Aboriginal and Torres Strait Islander Employment – Clause 50.
- 44.2 The following allowances will be paid at the rates shown in Schedule 2 from the date this Agreement takes effect and then adjusted by the same percentage and with the same date of effect as the adjustments to the rates of pay under this Agreement:
- (i) First Aid Allowance;
  - (ii) Electricians Allowance; and
  - (iii) High Voltage Allowance.
- 44.3 Security Licences required by staff members, other than casuals, for the execution of their duty will be paid by the University.

#### **45.0 RELIEVING ALLOWANCE**

- 45.1 A relieving allowance will be paid to a staff member for relieving in an existing position which is at a higher classification level, where the staff member performs the duties for a period of at least 5 consecutive working days.
- 45.2 The allowance will be an amount equal to the difference between the minimum salary of the higher classified position and the salary that the staff member is receiving in the position they substantively occupy, or a percentage of that amount if partial duties are performed.
- 45.3 If the minimum salary for the higher classified position is equal to or less than the salary the staff member is receiving in the position they substantively occupy, the relieving or higher duties allowance will be calculated on the basis of the nearest higher salary step for the higher classified position.
- 45.4 Periods of relieving will attract payment at the allowance rate for periods of personal leave, annual leave and long service leave, provided that periods of such leave are reasonable and within the period of relieving.

#### **46.0 HIGHER DUTIES ALLOWANCE**

- 46.1 A higher duties allowance may be paid where a staff member is required to perform duties at a higher classification or to perform tasks related to a specific task or project for a period of at least 5 consecutive days.
- 46.2 These allowances will be paid where:
- (i) a staff member performs the duties of a higher classified position;
  - (ii) those duties comprise a significant proportion of the work undertaken by the staff member; and
  - (iii) the work value of those duties is clearly greater than the substantive level, as assessed using the University of Newcastle Classification Descriptors.
- 46.3 The allowance will be determined based on the level of responsibility and the nature of the duties undertaken by reference to the Classification Descriptors.
- 46.4 The staff member will be paid the higher duties allowance rate during periods of personal leave, annual leave and long service leave, provided that periods of such leave are reasonable and within the period of higher duties.
- 46.5 Consideration should be given to equitable access to higher duties opportunities. Higher duties allowances will be approved by the appropriate delegated officer.
- 46.6 Higher duties allowances may be utilised for a maximum 2 year period, at which time a formal review of the circumstances will be undertaken.

#### **47.0 AFTER HOURS AVAILABILITY**

##### **On Call**

- 47.1 Where the University needs to ensure after hours continuity of service, staff members who are required to be contactable and available to perform extra duties will be rostered.
- 47.2 A staff member who is rostered on-call will be paid an allowance in accordance with Schedule 2 – Allowances.
- 47.2.1 The following provisions apply:
- (i) A staff member who is rostered to be on call will be advised in writing of the roster arrangements.

- (ii) Subject to University standards and effectiveness, tasks may be performed without having to return to the University.
- (iii) A staff member cannot be required to be on call during a rostered day off (RDO), Time Off In Lieu of Overtime payment (T.O.I.L), or flextime, though the staff member may agree to be rostered. Such entitlements will be re-credited based on the amount of any duty performed in cases of voluntary rostering.
- (iv) A staff member will not be rostered on call during any period of leave. Where a staff member who is on leave responds and performs additional duties as requested (whether or not involving a return to the workplace), the staff member will be paid in accordance with Overtime – Clause 43.

47.3 A staff member required to perform additional duties as a result of being on call:

- (i) who is required to return to the workplace will be paid in accordance with Overtime - Clause 43, and will be reimbursed for the reasonable cost of transport.
- (ii) who is not required to return to their workplace, will be paid at the relevant overtime or weekend / public holiday rates, subject to a minimum payment of 1 hour.

## Emergency

47.4 In an after hours emergency situation, staff may be contacted. A staff member will not be required to remain 'on call' in this circumstance and any request to perform additional duties will be subject to the staff member's availability. In such circumstances, on-call allowance will not apply, but the staff member will be paid overtime if the staff member undertakes work.

## 48.0 WORK RELATED TRAVEL

48.1 Each staff member will have a primary place of work.

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

48.3 A staff member working away from their primary place of work who is required to travel outside their ordinary hours of work is entitled to be paid at the ordinary hourly rate for the time taken in travelling, or to take time off in lieu on an equivalent basis, by agreement between the staff member and their manager.

48.4 Where a staff member is required to work away from their primary place of work for all or part of a day, the period of travel time to be counted as work time will be the difference between their usual travelling time from home to their primary place of work and return, and the total amount of time spent travelling that day.

48.5 A staff member who travels overseas on a journey in excess of 8 hours will have at least 10 consecutive hours off duty between the end of the journey and the commencement of authorised duties.

48.6 Staff directed to travel on official University business will receive travel entitlements as outlined in the University Policy and Procedures.

## 49.0 CATEGORIES OF EMPLOYMENT

49.1 Professional staff will be employed in the following categories:

- (i) **'Continuing Employment'** means all employment that is not contingent, fixed-term or casual employment, and for which there is no set date for the employment to cease.
- (ii) **'Contingent Employment'** means employment provided from identifiable funding external to the University (not being the operating grant) for the life of a specific task or project or for the



duration of the funding. Such employment has no fixed end date and the contract is not terminable by the University, other than during a probationary period, or for unsatisfactory performance, or for serious misconduct, or for serious research code breach (in which case the procedures and notice in Probation - Clause 10, Managing Underperformance - Clause 11, Misconduct / Serious Misconduct – Clause 12, Research Code Breach – Clause 13 apply), or by the occurrence of the contingency.

- (iii) **‘Fixed Term Employment’** means employment for a specified term, for which the instrument of engagement will specify the starting and finishing dates and for which during the term of employment the contract is not terminable by the University, other than during a probationary period, or for unsatisfactory performance, or for serious misconduct, or for serious research code breach (in which case the procedures and notice in Probation – Clause 10, Managing Underperformance - Clause 11, Misconduct / Serious Misconduct – Clause 12, Research Code Breach – Clause 13 apply), or where the work is no longer required to be undertaken, in which case the fixed term staff member is entitled to payment equivalent to either 6 months salary or the balance of the contract, whichever is the lesser.
- (iv) **‘Casual Employment’** means employment by the hour and paid on an hourly basis that includes a loading of 25% in lieu of benefits in this Agreement that are not provided to casual staff, including all forms of paid leave (other than long service leave under Clause 59), annual leave loading and paid public holidays
- (v) **‘Apprentice’** staff member means a 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 apprenticeship contract is not yet in force. An ‘Adult Apprentice’ means an apprentice who is over 21 years of age.

49.2 Seasonal, Part Year and Annualised Hours, arrangements are specific modes of employment applicable to the engagement of Professional staff members for a defined period(s).

### Information for Staff Appointment

49.3 At the time of appointment the University will provide the staff member with an instrument of appointment that stipulates:

- (i) the type of employment, the duties, the primary place of employment, the reporting relationships, the superannuation scheme and the University’s contribution level;
- (ii) the classification level and salary of the staff member on commencement of the employment, and the hours and/or the fraction of full-time hours to be worked;
- (iii) for contingent employment, specify the contingency;
- (iv) for a fixed-term staff member, the category of fixed-term employment, the period of the employment with a starting and finishing date;
- (v) for a casual staff member, the duties required, the number of hours required, the rate of pay; and a statement that any additional duties required during the term will be paid for;
- (vi) for a staff member on probation, the length and terms of the probation; and
- (vii) other main conditions of employment, including any right to apply for conversion.
- (viii) for Learning Development Staff, the classification level of the staff member in accordance with Definition, Qualifications and Recognition of Service for Learning Development Staff – Schedule 4.

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

### **Additional employment**

- 49.5 Nothing in this Agreement prevents a staff member from engaging in additional work with the University as a casual staff member for work unrelated to, or identifiably separate from, the staff member's normal duties.
- 49.6 Additional employment must not adversely affect the discharge of the staff member's primary duties and responsibilities.

### **Full-time and Part-time Employment**

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

### **Categories of Fixed-term Employment**

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

(i) **Specific task or project**

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

(ii) **Research**

"Research" means work activity by a person engaged on research-only functions for a contract period not exceeding five years.

(iii) **Replacement Staff member**

"Replacement Staff member" means a staff member:

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

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

(iv) **Recent professional practice required**

Where work is required to be undertaken by a person who has recent practical or commercial experience, such a person may be engaged on a fixed-term contract. For the purpose of this clause, practical or commercial practice will be considered as "recent" only when it has occurred in the previous two years.

(v) **Apprenticeship, Traineeship, Cadetship**

An apprentice, trainee or cadet employed pursuant to an apprenticeship, traineeship or cadetship scheme.

(vi) **Pre-retirement contract**

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

(vii) **Post-retirement contract**

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

(viii) **Fixed-term contract employment subsidiary to studentship**

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

- (a) such fixed-term contract employment will be for a period that does not extend beyond, or that expires at the end of, the academic year in which the person ceases to be a student, including any period that the person is not enrolled as a student but is still completing postgraduate work or is awaiting results; and
- (b) an offer of fixed-term employment under Clause 49.8 (viii) will not be made on the condition that the person offered the employment undertake the studentship.

(ix) **New organisational area**

A fixed-term contract may be offered in the case of employment in a new organisational area about which there is genuine uncertainty as to whether it will continue, for up to 3 years from the establishment of any such area. A further fixed-term contract of a maximum of 2 years may be offered subsequent to the initial contract.

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

(x) **Disestablished organisational area**

Where an organisational work area has been the subject of a decision by the University to discontinue that work, fixed-term contract employment may be offered to work in that area for a period of up to 3 years. A further fixed-term contract of a maximum of 2 years may be offered subsequent to the initial contract.

(xi) **Unanticipated increase or decrease in student numbers**

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

49.9 Notwithstanding Clause 49.8, where the University believes that there is a need to use fixed-term employment in circumstances which would not conform strictly to the categories set out in Clause 49.8, the University will first consult with the relevant Union(s). In order to facilitate the consultation, the University will provide the Union(s) with the relevant information, including information about the funding sources, the proposed position, the need for the position and the period for which it is proposed that the position would be required. If agreement cannot be reached, the parties will consult further to attempt to develop mutually agreeable strategies to meet the identified need. The Union(s) will not unreasonably withhold agreement.

## **Notice at Expiry of Contingent or Fixed Term Employment**

49.10 The University will provide:

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

49.11 The notice under Clause 49.10 will be the greater of:

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

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

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

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

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

## **Offer of Further Employment**

49.15 Other than in exceptional circumstances, at the time of giving the notice required by Clause 49.10 (ii), where that decision is to continue the position with the same or substantially similar duties, the incumbent will be offered further employment in the position provided that:

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

## **Fixed-term Staff - Right to Apply for Conversion**

49.16 Where further employment is offered under Clause 49.15 and the staff member was employed in the same or substantially similar position through a competitive and open selection process and has performed at a satisfactory level, the staff member may apply for conversion to continuing employment on the same salary and classification.

- 49.17 The University will not unreasonably refuse conversion and will advise the staff member of the outcome in writing. Generally, applications for conversion would not be approved in the following circumstances:
- (i) where the role is not ongoing in nature; or
  - (ii) where the staff member was replacing another staff member on leave or secondment from the workplace; or
  - (iii) where the staff member was employed on a pre-retirement or post retirement contract; or
  - (iv) where the position held by the staff member was one specifically designated for University of Newcastle students; or
  - (v) where the position was for a specific task or project; or
  - (vi) where the staff member was employed on a Contingent basis and the status of the funding of the position remains unchanged.
- 49.18 The University will determine an application for conversion either by offering conversion to continuing employment or by rejecting the application, and will provide a written response, including reasons, to the staff member within 8 weeks of the application.
- 49.19 A staff member must not be engaged and re-engaged nor have their hours reduced in order to avoid any obligation under this clause.

### **Severance Pay**

- 49.20 Where the staff member seeks to continue the employment, severance pay is payable on the following basis:
- (i) on termination of a fixed term contract of employment where:
    - (a) the staff member is employed on a second or subsequent fixed term contract and the same or substantially similar duties are no longer required by the University; or
    - (b) the staff member is employed on a fixed term contract and the duties performed continue to be required but another person has been appointed, or is to be appointed, to carry out the same or substantially similar duties.
  - (ii) on termination of a contingent contract of employment.
- 49.21 Subject to Clause 49.20 the following severance arrangements apply:

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

Length of continuous service	Severance Pay
At least 7 years but less than 8 years	13 weeks
At least 8 years but less than 9 years	14 weeks
At least 9 years but less than 10 years	16 weeks
At least 10 years	12 weeks

- 49.22 Where a staff member has been employed on a contingent employment contract for a period in excess of 10 years, a severance payment based on 2 weeks for every year of continuous service will apply instead of the severance payment set out in Clause 49.21, up to a maximum of 52 weeks.

### **Deferral of Severance Payment**

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

### **Breaks in Service**

- 49.24 For the purpose of this Agreement and for the purpose of determining which provisions under this Agreement apply to contingent and fixed-term staff members:
- (i) Breaks between contingent or fixed-term appointments of up to 2 times per year and of up to 6 weeks will not constitute breaks in continuous service.
  - (ii) A break between contingent or fixed-term contracts, where the second or subsequent contingent or fixed-term contract is for the same position, will not constitute a break in service if that break covers the summer period between main semesters.
  - (iii) The lengths of and breaks between contingent or fixed-term contracts will not be structured to avoid obligations with regard to severance payments and superannuation contributions.
- 49.25 Periods of approved unpaid leave will not count for service, but will not constitute breaks in service for the purposes of this clause.

### **CASUAL EMPLOYMENT**

- 49.26 A casual staff member will be paid an hourly rate calculated by dividing the weekly rate appropriate to the level and step by the number of hours worked by an equivalent full time staff member employed in the same or similar category as prescribed in Schedule 1 of this Agreement plus the casual loading.
- 49.27 The employment of a casual staff member may be terminated by the giving of one hour's notice by either the staff member or the University.
- 49.28 Generally, where the nature of the work being offered fits one or more circumstances outlined in Clause 49.8 and is for a period of more than 12 months, a casual contract would not be offered.
- 49.29 The University will review the incidence of casual employment and consult on the scope and findings with the Staff Consultative Committee on an annual basis.
- 49.30 The University will provide staff members, other than those employed on an occasional or ad hoc basis with adequate access to resources and professional development opportunities as appropriate for the duties that the staff member is performing.

- 49.31 Casual staff will be paid a minimum of 2 hours for induction / orientation at the appropriate rate of pay, except for casual staff:
- (i) employed on an occasional or ad hoc basis;
  - (ii) already provided an equivalent payment by the University for such activities within a 12 month period;
  - (iii) where the University directs a staff member to work more than the minimum hours for which payments are provided for in Clause 49.31, or to undertake mandatory training required to perform the role, the staff member will be paid for all work performed at the appropriate rate.
- 49.32 A casual staff member who is engaged to perform shift work is entitled to payment calculated at:
- (i) the base hourly rate; plus
  - (ii) the applicable shift loading; plus
  - (iii) the casual loading;
- for each rostered shift.
- 49.33 Overtime will be payable to a casual staff member in respect of work in excess of the ordinary hours of work of an equivalent full-time staff member on any one day. In respect of such excess the staff member will receive the greater of the overtime rate that would apply to overtime worked on that day by an equivalent full time staff member or the casual loading, but not both.
- 49.34 The minimum period of engagement for a casual staff member will be as follows:
- (i) 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.
  - (ii) persons with a primary occupation elsewhere (or with the University) will have a minimum period of engagement of 1 hour.
  - (iii) tradepersons (other than electricians) and gardeners will have a minimum period of engagement of 1 hour.
  - (iv) all other casual staff members will have a minimum period of engagement of 3 hours.
  - (v) in order to meet their personal circumstances, a casual staff member may request and the University may agree to an engagement for less than the minimum of 3 hours.

#### **Casual Staff – Right to Apply for Conversion**

- 49.35 Casual staff may apply for conversion to continuing or fixed-term employment on the same salary and classification where the staff member has been employed on a regular and systematic basis for either:
- (i) at least an average of 50% of the ordinary weekly hours that would have been worked by a full-time employee during the preceding 12 month period; or
  - (ii) over the immediately preceding period of at least 24 months.
- 49.36 The University may refuse conversion on reasonable grounds.
- 49.37 The University will determine an application for conversion either by offering conversion to a continuing, contingent or fixed-term appointment or by rejecting the application, and will provide a written response, with reasons, to the staff member. An offer of conversion will indicate the hours and pattern of work, which will be consistent with the staff member's casual engagement.



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

### **SEASONAL, PART-YEAR OR ANNUALISED HOURS EMPLOYMENT**

- 49.39 The terms and conditions in this clause apply to:

- (i) staff members converted from casual employment to "Seasonal", "Part-Year" or "Annualised Hours" employment in accordance with this Clause, and
- (ii) 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**

- 49.40 "Seasonal" or "part-year" staff members, are staff members appointed as such on a continuing, contingent or fixed term 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.

- 49.41 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.

(i) **Accrual of pay**

In respect of the periods or seasons of work for which they are engaged, seasonal, 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.

(ii) **Leave Entitlements**

Leave, including annual leave, long service leave and sick leave will accrue during hours worked. 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, part-year staff members are engaged. The timing of taking annual leave and long service leave will be determined by the University, in consultation with the staff member.

(iii) **Public Holidays**

Part-year and seasonal staff members will be entitled to the benefit of all public 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.

(iv) **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 off-set any such amounts against any entitlements owing to the staff member.

#### **"Annualised Hours" Staff Members**

- 49.42 A staff member engaged for the specific periods may, by agreement, have their salary annualised. The staff member can be on a continuing, contingent or fixed term 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.

49.43 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.

(i) **Pay**

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

(ii) **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 staff member.

(iii) **Public Holidays**

Annualised hours staff will be entitled to the benefit of all public holidays that fall during periods for which they are rostered to work.

(iv) **Overtime**

Annualised hours staff will be eligible for overtime in the same manner as fulltime staff member. 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.

(v) **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.

(vi) **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.

(vii) **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:

- (a) 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 off-set any such amounts against any entitlements owing to the University; and
- (b) 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.

## 50.0 ABORIGINAL AND TORRES STRAIT ISLANDER EMPLOYMENT

50.1 The University acknowledges that Aboriginal and Torres Strait Islander people are two distinct racial groups within the term "Indigenous Australians". For the purposes of this clause, "Aboriginal and Torres Strait Islander" or "Indigenous" person means any person who is of Aboriginal and/or Torres

Strait Islander descent who is recognised and accepted as such by other Aboriginal or Torres Strait Islander peoples and who identifies as an Aboriginal and/or Torres Strait Islander.

- 50.2 The University will establish and maintain a workplace environment that values Aboriginal and Torres Strait Islander peoples' cultures, aspirations and contributions. This is expressed, in the University's Reconciliation Statement, Reconciliation Action Plan (RAP), Aboriginal and Torres Strait Islander Employment Strategy (ATSIES) and NeW Futures Strategic Plan 2016-2025.
- 50.3 The University will continue to implement, fund, review, improve and comply with its Aboriginal and Torres Strait Islander Employment Strategy, in consultation with the Unions and in partnership with Aboriginal and Torres Strait Islander stakeholders, including but not limited to, the Wollotuka Institute and the Board of Aboriginal and Torres Strait Islander Education and Research (BATSIER) and the Aboriginal and Torres Strait Islander Employment Committee.
- 50.4 The University will seek to continue to improve representation of Aboriginal and Torres Strait Islander staff, guided by the objectives outlined in the Aboriginal and Torres Strait Islander Employment Strategy; 'Attraction and Recruitment', 'Environment and Retention' and 'Development and Extension', with the following objectives:
  - (i) ensure significant Aboriginal and Torres Strait Islander representation in employment throughout the University, and across classification levels and within all areas of the University with a target of 3.9% (104 FTE) staff by 2020 in line with ATSIES and RAP;
  - (ii) increase the number of identified positions for Aboriginal and Torres Strait Islander peoples across classification levels, for both academic and professional staff, and across faculties and divisions of the University;
  - (iii) increase opportunities for further study, training and career development for Aboriginal and Torres Strait Islander staff, including Aboriginal and Torres Strait Islander fellowships and scholarships, and provide adequate time release and support to enable this to occur;
  - (iv) promote self-determination by Aboriginal and Torres Strait Islander staff in respect of career choices and opportunities;
  - (v) establish employment and training opportunities within the University for Aboriginal and Torres Strait Islander students or graduates of the University, including Aboriginal and Torres Strait Islander cadetships (in line with Indigenous Cadetship Support (ICS));
  - (vi) identify and recognise workload implications that arise for Aboriginal and Torres Strait Islander staff in adhering to community and cultural protocols; and
  - (vii) encourage and facilitate networking for Aboriginal and Torres Strait Islander staff.
- 50.5 The University and its staff will respect the diverse cultural, social and religious systems practiced by Aboriginal and Torres Strait Islander peoples. The University recognises and acknowledges the uniqueness of Aboriginal and Torres Strait Islander knowledge and research methodologies; and will actively promote Aboriginal and Torres Strait Islander knowledge, language and scholarship in collaboration with Aboriginal and Torres Strait Islander stakeholders.
- 50.6 The University will provide, and encourage staff to participate in Indigenous Cultural Competency training / Indigenous Studies training with a priority for those with supervisory and/or teaching and learning responsibilities.
- 50.7 The University will ensure that staff are supported by University policies and procedures aimed at eliminating racism and discrimination in the workplace. The University's employment policies and procedures will recognise and promote knowledge of, and commitment to, Aboriginal and Torres Strait Islander peoples and cultures. Areas such as workload, staff development, promotion and reclassification will recognise Aboriginal and Torres Strait Islander values and academic achievements and community achievements including the consideration of cultural standards.

- 50.8 To facilitate the implementation of this clause, the University will maintain and fund the position of Aboriginal and Torres Strait Islander Employment Coordinator as an identified Aboriginal and Torres Strait Islander position.
- 50.9 In order to implement the terms of the Aboriginal and Torres Strait Islander Employment Clause, the parties agree to have Aboriginal and/or Torres Strait Islander NTEU and CPSU Representatives on the Aboriginal and Torres Strait Islander Employment Committee. A key role of the committee will be to be informed on the progress of Aboriginal and Torres Strait Islander employment at the University and to make recommendations to the University on how Aboriginal and Torres Strait Islander employment outcomes can be improved and progressed during the life of this Agreement. The Aboriginal and Torres Strait Islander Employment Committee will regularly review the implementation of the ATSIES.
- 50.10 Should it be apparent to the University, the NTEU or 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 that the target for 2020 will be met.

### **Selection and Recruitment**

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

### **The Wollotuka Institute**

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

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

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

### **Aboriginal and Torres Strait Islander Leave**

- 50.23 In order to fulfil unique Aboriginal and Torres Strait Islander cultural responsibilities, the University supports Aboriginal or Torres Strait Islander staff by providing access to a pool of 10 days paid Aboriginal and Torres Strait Islander leave annually (in addition to the personal leave provisions) and 10 days unpaid Aboriginal and Torres Strait Islander leave, for the purposes of:
- (i) bereavement leave;
  - (ii) participation in National Aboriginal and Islander Day celebrations; and
  - (iii) participation in and fulfilment of ceremonial obligations, attendance at community organisation business or other relevant cultural events.

### **Aboriginal and Torres Strait Islander Language Allowance**

- 50.24 In recognition of the importance of Aboriginal and Torres Strait Islander Languages, a staff member who is required to use Aboriginal and Torres Strait Islander Language in the course of their employment and is proficient in the language will be paid an allowance of:
- (i) **Level 1 - \$1500.00 per annum increased with salary increases**  
  
Level 1 is an elementary level. This level of proficiency is appropriate for all staff members in identified positions or staff who are capable of using a minimal knowledge of language for the purpose of simple communication;
  - (ii) **Level 2 – \$2800.00 per annum increased with salary increases**  
  
Level 2 represents a level of ability for the ordinary purposes of general business, conversation, reading and writing.
- 50.25 For the purpose of this clause, Languages will include the complex system of communication used in Indigenous culture in all its diversity, which includes sign language, speech taboos, Indigenous gestural systems, ceremonial language, utterances, auditory, visual and/or non-verbal communication.
- 50.26 The level of proficiency and the approval for payment of this allowance will be determined by the Executive Team of the Wollotuka Institute following appropriate expert advice in Aboriginal and Torres Strait Islander language.

## 51.0 HOURS OF WORK

51.1 Working hours are defined as follows:

Category of Staff	Ordinary Hours of Work	Span of Hours of Work
<b>CATEGORY 1</b> (i) Infrastructure, management, maintenance and operations related staff.	35 hours per week	7.00am and 6.00pm, Monday to Friday
<b>CATEGORY 2</b> (ii) Teaching and Learning or Research facilities / operations support staff. (iii) Library staff.	35 hours per week	8.00am and 10.15pm, Monday to Friday; according to roster but not exceeding 8 hours in any 1 day.
<b>CATEGORY 3</b> (iv) Professional, office, administrative, Information Technology, Help Desk and Call Centre staff.	35 hours per week	8.00am and 6.00pm, Monday to Friday
<b>CATEGORY 4</b> (v) Information Technology Systems Administrators.	35 hours per week	Monday to Friday. To be worked in either one, two or three shifts per day.
<b>CATEGORY 5</b> (vi) Supervisor, Security Contractors	38 hours per week	Monday to Friday inclusive To be worked on continuous shifts
<b>CATEGORY 6</b> (vii) Information Common Rovers. (viii) Client Services Assistant (Library and AskUON)	35 hours per week	To be worked on continuous shifts,  Monday to Sunday inclusive.
<b>CATEGORY 7</b> (ix) Learning Advisers	35 hours per week	9.00am to 6.00pm Monday to Friday

## 52.0 TEA AND MEAL BREAKS

52.1 A staff member may take 2 tea breaks of 10 minutes duration taken in a designated suitable place, subject to management convenience.

- 52.2 A staff member will not be required to work more than 5 hours without a meal break of not less than 30 minutes.
- 52.3 A staff member required to work overtime beyond 6pm may take a meal break of 30 minutes that will not count as time worked.
- 52.4 This clause will not apply to Security staff where the meal break is to be regarded as the crib break.

### 53.0 PENALTY RATES

#### Shift Penalties

- 53.1 Shift penalties for the following shifts will be additional to ordinary rates in the following manner:

Shift	Penalty
(i) Early Morning shift – Monday to Friday – commencing at or after 4am and before 6am -	10%
(ii) Day Shift – Monday to Friday – commencing at or after 6am and before 10am -	Nil
(iii) Early Afternoon shift – Monday to Friday – commencing at or after 10am and before 1pm -	10%
(iv) Afternoon shift – Monday to Friday – commencing at or after 1pm and before 4pm -	12½%
(v) Night shift – Monday to Friday – commencing at or after 4pm and before 4am -	15%
(vi) Permanent Night shift – is a shift system which does not rotate or alternate with other shifts, the intent of which, is to give the staff member ⅓ time of their working time off night shifts in each roster period	30%
(vii) Saturday	50%
(viii) Sunday	100%

#### Saturday and Sunday Penalties

- 53.2 Staff members required to work ordinary work on Saturday or Sunday shall be paid penalties, in addition to ordinary rates, in the following manner:

- |      |          |      |
|------|----------|------|
| (i)  | Saturday | 50%  |
| (ii) | Sunday   | 100% |

Provided that the penalty rates specified in Clause 53.2 (i) and (ii) above will be in substitution for and not cumulative upon any shift penalties specified in this clause.



## **Public Holiday Penalties**

- 53.3 Public Holiday penalties specified in Clause 67 – Public Holidays will be in substitution for and not cumulative upon the penalties specified in this clause.

## **Supervisor, Security contractors**

- 53.4 In lieu of penalties prescribed in Shift Penalties - Clause 53.1, a Supervisor, Security contractors:
- (i) whose roster of ordinary hours includes duty on rotating shifts (morning, afternoon and night) Monday to Friday, inclusive, will be paid a penalty, in addition to ordinary rates, of 10% in respect of such duty.

## **54.0 FLEXIBLE WORK ARRANGEMENTS**

- 54.1 The University is committed to the implementation of working arrangements to achieve the best possible match between the interests of the University and those of the individual within the daily span of hours provided in Managing Staff Workload – Clause 7 and Hours of Work - Clause 51, through:
- (i) Flextime - Clause – 54.3 - 54.9; or
  - (ii) Approved Schemes - Clause 54.10 - 54.12; or
  - (iii) Job Sharing - Clause 55.
- 54.2 Flexible working arrangements may be worked outside the limitations of the Hours of Work – Clause 51, where those arrangements are agreed between the manager and members of staff, provided the arrangement meets the following conditions:
- (i) the work is carried out at least as effectively and efficiently as under the usual span of working hours arrangement and does not adversely impact on other areas;
  - (ii) staff will be available to assist students, staff and the general public during predetermined hours; and
  - (iii) arrangements are made for appropriate supervision and recording of times worked.

## **Flextime**

- 54.3 Flextime allows flexibility in working times where staff may, subject to the requirements of the unit, vary starting, lunch break and finishing times. Flextime involves working an average of 35 hours per week within a defined 4 week period with Flextime credits and debits completely independent of annual and other forms of leave.
- 54.4 The maximum carryover from one settlement period to another is 21 hours credit or 7 hours debit.
- 54.5 The period of 4 weeks immediately following the period where a credit or debit has been created will be the settlement period. The maximum amount of absence on flextime to be taken during any one settlement period is 14 hours subject to pre-approval.
- 54.6 The maximum time that may be worked in one day under flexible working arrangements is 12 hours. The minimum meal break is 30 minutes. A meal break must be taken when a staff member has worked continuously for 5 hours.
- 54.7 Flextime is separate from overtime. Hours worked during paid overtime are not counted for flextime credit. Overtime arrangements are provided in Overtime – Clause 43. Staff members must ensure that overtime has been approved by their supervisor prior to working overtime duty.
- 54.8 Any official business conducted away from the usual workplace during the flextime timeframe will be treated as time worked.

54.9 On resignation, flex credits and debits will be worked out before the date of cessation.

### Approved Schemes

54.10 The manager and staff of an organisational unit or workgroup may propose an alternative working arrangement. The proposal must be either:

- (i) agreed to by each of the individual staff members concerned except when:
- (ii) agreed to by the majority of staff in the workgroup area where all staff in the area would be required to enter into the arrangement to ensure business continuity and the viability of the alternative arrangement.

54.11 Where a proposal is advanced by staff but is not agreed to by the manager then the staff may submit the proposal directly to the Director, People and Workforce Strategy in accordance with Clause 54.12.

54.12 Any proposal is to be considered by the Director, People and Workforce Strategy, who will advise the Faculty or Divisional Head prior to any approval.

### 55.0 JOB SHARING

55.1 Job share arrangements may be available to staff members on a defined basis.

55.2 The details of a job share arrangement will be detailed in the respective offers of employment and will include the following:

- (i) the duration of the job share arrangements;
- (ii) the normal hours and days of work of each co-worker;
- (iii) any anticipated requirement for a variation to the normal hours and days of work (for example to attend induction / training sessions or to meet peak workloads); and
- (iv) equitable and appropriate allocation of duties.

### 56.0 REQUESTS FOR FLEXIBLE WORKING ARRANGEMENTS

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

*Note:* The following table summarises the NES provisions

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

**REQUESTS FOR FLEXIBLE WORKING ARRANGEMENTS AND THE NES**

continuous service with the University immediately before making the request.

Casual staff members are entitled to make a request if:

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

**Request by Staff Member**

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

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

**Responding to the Request**

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

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

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

**57.0 ANNUAL LEAVE**

- 57.1 A staff member, other than a casual staff member, is eligible to take annual leave as it accrues in accordance with the following:

Category of Employment	Annual Leave Entitlement
All staff members, other than casual staff and seven day continuous shift workers	4 weeks per annum accruing on a daily basis (separate from Public Holidays)
Seven day continuous shift workers	5 weeks per annum accruing on a daily basis (separate from Public Holidays)

- 57.2 Approval of annual leave, not exceeding accruals, will be by agreement between the staff member and the University.

**Payment of Annual Leave**

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

**Impact of Other Leave**

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

### Direction to Take Leave

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

### Annual Leave Loading

- 57.11 A staff member will be paid annual leave loading in accordance with the following:

Category of Employment	Annual Leave Entitlement
All staff members, other than casual staff and seven day continuous shift workers	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.
Seven day continuous shift workers	The payment of the 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.
Casual staff	Does not apply

- 57.12 Shift penalty 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.
- 57.13 Annual leave loading will be paid each December and calculated at the rate of ordinary pay as at 30 November each year, and is subject to retrospective adjustments where a retrospective pay increase is awarded after this date.
- 57.14 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.
- 57.15 Annual leave loading is payable on termination as follows:
- (i) On termination for any reason, payment is to be calculated on a pro rata basis at the ordinary rate of pay as at the date of termination.

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

## **58.0 PURCHASED LEAVE SCHEME**

- 58.1 A purchased leave scheme will be available by application and agreement between the staff member and the University. Within a 12 month period, a staff member may apply to have up to 8 weeks paid absence in addition to the normal 4 weeks annual leave, 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.

**59.0 LONG SERVICE LEAVE**

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

		Staff members, other than casual staff members	Casual staff members
59.1.1	<b>A staff member will have an entitlement to long service leave as follows:</b>		
(i)	At the completion of 10 years service (whether continuous or broken);	3 months leave on ordinary pay.	2 months leave on ordinary pay.
(ii)	More than 10 years service, but less than 15 years service (whether continuous or broken); and	9 calendar days paid leave per year of service for each year of service between 10 and 15 years.	6 calendar days paid leave per year of service for each year of service between 10 and 15 years.
(iii)	After 15 years service (whether continuous or broken).	15 calendar days paid leave per year of service for each year of service over 15 years.	6 calendar days paid leave per year of service for each year of service over 15 years.
59.1.2	<b>A staff member will be paid long service leave as follows:</b>		
(i)	After 10 years service (whether continuous or broken);	Whilst on approved long service leave or on termination for any reason, including death.	Whilst on approved long service leave or on termination for any reason including death or as payment in lieu of leave.
(ii)	Where service with the University is less than 10 years, but greater than 5 years (whether continuous or broken);	On a pro rata basis on termination, where terminated by the University for any reason other than the staff member's serious and wilful misconduct, or by the staff member on account of illness, incapacity or domestic or other pressing necessity, or by reason of the death of the staff member.	In accordance with the Long Service Leave Act (NSW) 1955.
(iii)	Where service with the University is less than 5 years; or	NIL	NIL
(iv)	In lieu of leave.	Not applicable	Entitled to take payment in lieu of leave.

		Staff members, other than casual staff members	Casual staff members
<b>Long service leave will be paid as follows:</b>			
59.1.3			
(i)	Whilst on leave;	At the rate of pay that would have been paid had the staff member not been on leave, excluding any ordinary overtime or penalty rate that would be applied.	At ordinary rate of pay of the staff member at the date of taking long service leave or at the average ordinary rate of pay earned by the staff member in the preceding 5 year period, whichever is the greater.
(ii)	On termination;	At the staff member's ordinary rate of pay as at the date of termination.	At the ordinary rate of pay of the staff member at the date of termination or at the average ordinary rate of pay earned by the staff member in the preceding 5 year period, whichever is the greater.
(iii)	On death;	To the staff member's estate.	To the staff member's estate.
(iv)	As payment in lieu; or	Not applicable	At the ordinary rate of pay of the staff member at the date of the payment in lieu or at the average ordinary rate of pay earned by the staff member in the preceding 5 year period, whichever is the greater.
(v)	For a staff member with at least 10 years service, who has worked a mix of ordinary hours of work during their employment with the University and who has an accumulation less than that prescribed in Clause 59.1.1 (i).	The staff member may elect to take either a reduced period of leave at their ordinary rate of pay or the full period of leave, in which case the staff member will be paid their ordinary rate of pay as at the date of taking long service leave or the average ordinary remuneration earned by the staff member in the preceding 5 year period, whichever is the greater.	

### Impact of Leave Without Pay

59.2 For the purpose of determining a staff member's long service leave entitlement, leave without pay will affect the accrual of long service leave as follows:

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



### **Impact of Personal Leave**

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

### **Impact of Other Leave**

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

### **Leave Plans**

- 59.5 The parties to this Agreement actively support the utilisation of long service leave in accordance with this clause so as to:
- (i) promote the health and welfare of members of staff; and
  - (ii) allow effective management of leave liabilities.
- 59.6 A leave plan is to be developed and agreed upon between a staff member and their supervisor. In developing the plan, a staff member is entitled to take long service leave at the time of their choosing, except where there are compelling operational reasons not to grant the leave at the requested time. The leave plan is to achieve the following:
- (i) the maximum accrual held by a staff member at any time will generally be 3 months of long service leave.
  - (ii) flexibility for staff to accrue additional leave up to a maximum of 5 years worth of annual accrual (excluding the 3 months referred to in Clause 59.6 (i)) where the plan commits to an extended absence on long service leave, subject to the following provision:
  - (iii) staff members who are eligible to take Long Service Leave and already have a 3 month long service leave accrual, will generally utilise their further annual accrual within the year it accrues with the exception of the initial entitlement after 10 years service.
- 59.7 Staff on substantial periods of long service leave will have their positions backfilled unless suitable alternative arrangements are made to address workload.
- 59.8 Should a dispute arise in connection with a long service leave plan, the staff member may seek a review in accordance with Inquiry Officer – Clause 72.

### **Direction to Take Leave**

- 59.9 Where a staff member does not have an agreed leave plan, as per Clause 59.6, and their long service leave accrual is in excess of 6 months, the University may give the staff member written notice to take up to 3 months of long service leave, at a time convenient to the needs of the University, provided that:
- (i) the University will give the staff member at least 6 months written notice of the date from which leave must commence;
  - (ii) the staff member will not be required to take long service leave within 12 months of the notified date of retirement of the staff member;
  - (iii) the staff member has not taken long service leave of at least 6 weeks in the previous 12 months;
  - (iv) the University will not require the staff member to take a further period of long service leave for a period of 2 years after the end of that period of leave.

- 59.10 Where a staff member and supervisor develop an agreed leave plan, as per Clause 59.6, within 2 weeks of the staff member's written notice to take leave, a direction under Clause 59.9 to take long service leave will lapse.
- 59.11 Where a staff member is directed to take long service leave, the University will backfill their position by temporary replacement, unless suitable alternative arrangements are made.

#### **Leave on Half Pay**

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

#### **Prior Service**

- 59.13 Full time and part time continuous service by a staff member with any institute of higher education in Australia, as defined in Schedule 1 of the Higher Education Act (NSW) 2001, will count for determining the staff member's Long Service Leave accrual with the University, allowing for long service leave taken or paid out by the previous institute of higher education.
- 59.14 A break in service of 2 months or less between the cessation of employment with the previous institute of higher education and the commencement of employment with the University will not interrupt continuity of service, but will not count as service. A break in service of more than 2 months will break continuity of service and will not count as service.
- 59.15 This provision does not apply to staff whose salaries are paid from external funds which make no provision for long service leave, such as grants from Australian Research Council or National Health and Research Council of Australia.

#### **Long Service Leave Act**

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

### **60.0 PERSONAL LEAVE**

#### **Personal Leave Entitlement**

- 60.1 A staff member, other than a casual staff member, is entitled to take up to 25 days paid personal leave in a 12 month period in the event of the following:
- (i) sickness, which is illness, injury or incapacity;
  - (ii) caring for a family member / member of the household suffering from an illness, injury or incapacity;
  - (iii) compassionate needs;
  - (iv) bereavement;
  - (v) unforeseen emergency;
  - (vi) moving residence;
  - (vii) attending significant cultural events of relevance to the staff member;
  - (viii) attending to matters arising from domestic and family violence situations as per Clause 69;  
or
  - (ix) participating in volunteer activities in University approved community-based non-profit organisations, charitable groups, and groups identified in need of services and assistance for up to 2 days per year.

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

### **Notice and Evidence Requirements**

- 60.7 For the purpose of this clause, “family member” includes:
- (i) a spouse or partner of the staff member, including same sex partner, former partner, de facto partner or a former de facto partner;
  - (ii) a child (including an adopted child, a step child or foster child), parent (including a foster parent and/or legal guardian), grandparent, grandchild or sibling of the staff member or spouse or partner of the staff member; or
  - (iii) any other close relative of the staff member, where “close relative” means a person related by blood, marriage or affinity, with whom the staff member has a significant relationship, or any other person with whom the staff member has a close and significant relationship.
- 60.8 Staff members will, wherever practicable, give their supervisor prior notice of the need to take leave, the reasons for taking leave and the estimated length of absence. In relation to leave taken for the circumstances specified in Clause 60.1(ii) - (iii), the staff member will also advise of the nature of the relationship involved, and where appropriate, the nature of the care involved.
- 60.9 If it is not possible for a staff member to give prior notice of the absence, the staff member will notify the supervisor of the absence as soon as practicable, stating the details outlined in Clause 60.8
- 60.10 If any absence under these provisions exceeds three consecutive working days, the staff member applying for the leave will provide satisfactory evidence, such as a medical certificate or a statutory declaration as to the nature of circumstances involved and stating that the staff member is/was unable to attend duty on the days in respect of which the staff member seeks the personal leave.
- 60.11 Wherever possible, staff should provide evidence of the need for accessing personal leave.
- 60.12 Where evidence of inappropriate personal leave usage patterns by a staff member emerges, the University may either:
- (i) require documentary evidence for each future period of leave for a specified period of time, but for no longer than 12 months; or
  - (ii) where justified, refer the matter to the Managing Underperformance – Clause 11 or Misconduct / Serious Misconduct – Clause 12 procedures.

### **Regular or Extended Periods of Personal Leave**

- 60.13 Except in the case of a staff member who is sick, where the staff member anticipates the absences may be regular or for extended periods, the staff member and the supervisor should explore alternative means of balancing operational needs and family and personal responsibilities, including

home based work, part-time work or job sharing. In the case of a staff member who is sick, they may choose to explore alternative working arrangements with their supervisor.

## **61.0 COMPASSIONATE LEAVE**

### **Entitlement to Compassionate Leave**

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

### **Taking Compassionate Leave**

- 61.4 A staff member may take Compassionate Leave:
- (i) to spend time with the member of the staff member's immediate family or household who has contracted or developed the personal illness, or sustained the personal injury, referred to in Clause 61.1(i) or (ii); or
  - (ii) after the death of the member of the staff member's immediate family or household referred to in Clause 61.1 (iii).
- 61.5 A staff member may take Compassionate Leave for a particular permissible occasion as:
- (i) a single continuous 2 day period; or
  - (ii) 2 separate periods of 1 day each; or
  - (iii) any separate periods to which the staff member and the University agree.
- 61.6 If the permissible occasion is the contraction or development of a personal illness, or the sustaining of a personal injury, the staff member may take the Compassionate Leave for that occasion at any time while the illness or injury persists.
- 61.7 Staff members will, wherever practicable, give their supervisor prior notice of the intention to take leave, the estimated length of absence, the nature of the relationship involved, and where appropriate, the nature of the illness or injury.
- 61.8 The staff member applying for the leave will provide satisfactory evidence, such as a medical certificate or a statutory declaration, which includes sufficient information to enable the University to be reasonably satisfied that the leave is being taken for a permissible occasion in circumstances specified in Clause 61.1.

## **62.0 PARENTAL AND SURROGACY LEAVE**

- 62.1 Parental leave includes primary carer leave and partner leave and is granted in relation to the birth of a child or the adoption or fostering of a child of which the staff member is, or will be, the parent.

62.2 For the purposes of this clause:

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

62.3 The University will not refuse employment or dismiss a staff member, or take any other action that disadvantages a staff member, on the grounds of pregnancy, possible pregnancy, being on parental leave, or making a request for parental leave.

62.4 A staff member, other than a casual, may take other leave, including annual leave, long service leave or leave without pay in addition to parental leave.

62.5 Periods of parental leave will be regarded as service for incremental purposes. Paid parental leave will count for the purpose of annual leave accrual. Where paid parental leave is taken at a pro rata rate, annual leave will accrue proportionally. Parental leave without pay exceeding 5 working days will not count for the accrual of annual leave.

62.6 Parental leave without pay will count as service for long service leave purposes only where the staff member has completed 10 years service and provided that such parental leave without pay does not exceed 6 months. Absence on unpaid parental leave does not break continuity of service.

62.7 Supervisors and staff members are to make reasonable adjustments to work arrangements, where necessary.

62.8 A staff member may apply to the University to change the period of parental leave.

62.9 A staff member on parental leave as a primary carer is entitled to a further period of parental leave in relation to the birth, adoption or fostering of a subsequent child occurring during the initial period of parental leave. The conditions contained in this Clause apply to the subsequent period of parental leave but any remaining parental leave from the birth, adoption or fostering of the first child lapses when the new period of parental leave commences.

### **Eligibility**

62.10 A staff member, other than a current casual:

- (i) who has had employment with the University for a period of 12 months or more at the date of birth or of adoption / fostering, will be eligible for paid parental leave as defined in this clause; or
- (ii) who has had less than 12 months employment with the University at the date of birth or adoption / fostering, will be eligible for parental leave without pay for a period of 52 weeks.

62.11 A casual staff member who is employed by the University immediately prior to the taking of leave will be eligible for parental leave without pay for a period of up to 52 weeks.

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

## **PARENTAL LEAVE (PRIMARY CARER)**

### **62.14 Entitlements**

- (i) A staff member who gives birth to or adopts or fosters a child and is the primary carer, is entitled to the equivalent of 26 weeks normal pay over a period of up to 52 weeks, to be taken as a block or blocks of any combination of full pay, pro rata pay or leave without pay.
- (ii) Where a staff member has worked varied hours preceding paid parental leave, their parental leave entitlement will be based on the average hours worked in the 12 months immediately prior to commencement of the leave (excluding any period of leave immediately prior to the staff member commencing Parental Leave).
- (iii) Notwithstanding Clause 62.14 (ii), if a staff member temporarily works less than their ordinary hours of work (Full-time or Part-time as applicable) for reasons associated with the pregnancy, paid parental leave entitlements will be based on the staff member's ordinary hours of work.
- (iv) A prospective mother may commence parental leave up to 20 weeks prior to the expected date of birth.
- (v) At least 4 weeks prior to the expiry of the staff member's approved period of parental leave, the staff member may request an extension of unpaid parental leave for a further period of up to 52 weeks immediately following the end of the current parental leave period.
- (vi) Where a pregnancy terminates by miscarriage, still birth or due to a life threatening circumstance:
  - (a) between 16 and 20 weeks of pregnancy, the staff member will be entitled to 2 weeks paid leave; or
  - (b) after 20 weeks of pregnancy have elapsed, or the child dies within 4 weeks of the birth, the staff member will be entitled to 8 weeks paid leave.
- (vii) Where both the primary carer and the partner are staff members, the primary carer paid leave entitlement may be distributed between the two staff members so long as they are the primary carer for the respective periods and at least one of the staff members is eligible.

### **62.15 Risks to Pregnant or Breastfeeding staff**

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

**62.16 Return to Work**

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

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

62.17 Where the staff member is the partner of a person not employed by the University who gives birth and the staff member takes over the responsibilities of primary carer or takes over as primary carer in relation to an adopted or fostered child, the staff member will be entitled to up to 26 weeks paid Parental Leave for Partner (Primary Carer) [PLP (PC)] subject to the following:

- (i) The leave must commence in the 26 weeks following birth or placement and may be taken as a block or blocks of any combination of full pay, pro rata pay or leave without pay, provided that it must be taken within the period of 52 weeks after the birth or placement of the child and any unused balance of leave remaining will lapse at the expiry of that 52 week period;
- (ii) The entitlement to PLP (PC) will be reduced by any parental leave (paid or unpaid) that the staff member's partner receives from any employer whether taken prior to or after the birth or placement of the child;
- (iii) The entitlement to paid PLP (PC) will be reduced by any period where another person is the primary carer of the same child; and
- (iv) The period of leave available to a partner who is a primary carer will be determined on production of appropriate evidence of primary carer or partner status.

62.18 A staff member who is on PLP (PC) under Clause 62.17 will be entitled to a further period of PLP (PC) under this clause (and subject to the same conditions) if their partner gives birth to another child or the staff member becomes the primary carer of another adopted or fostered child during the staff member's period of leave. However any remaining PLP (PC) from the birth, adoption or fostering of the first child lapses when the new period of PLP (PC) commences.



## **PARENTAL LEAVE FOR PARTNER (Non-Primary Carer)**

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

## **KEEPING IN TOUCH WITH THE WORKPLACE DURING PARENTAL LEAVE**

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

## **PAID SURROGACY LEAVE**

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

## **63.0 EMERGENCY SERVICES LEAVE**

- 63.1 Staff members will be entitled to leave to engage in voluntary emergency management activities in accordance with the Community Service Leave provisions of the Fair Work Act 2009 (see Chapter 2, Part 2-2, Division 8 of the Act).
- 63.2 The University will grant up to the first 2 days of such leave on any occasion as paid leave where the staff member is a member of a recognised emergency management body. The University will extend by a total of 2 days the initial period of paid leave in the event that the emergency is declared a natural disaster by the relevant State Government Authority.
- 63.3 The staff member may apply for and will be granted accrued annual leave or long service leave for any period of voluntary emergency management activities in excess of any paid leave granted under Clause 63.2, rather than being required to take unpaid leave as provided for under the National Employment Standards.
- 63.4 A staff member taking leave to engage in voluntary emergency management activities will notify the University as soon as is practicable of the nature of the absence and its estimated duration.
- 63.5 Any period of leave to engage in voluntary emergency management activities will count as service for all purposes.

## **64.0 JURORS LEAVE**

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

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

#### **65.0 WITNESS LEAVE**

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

#### **66.0 LEAVE WITHOUT PAY**

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

#### **67.0 PUBLIC HOLIDAYS**

- 67.1 Staff members, other than casual staff members, who are not required for duty, will be allowed to observe the following days (or substitute holiday declared for the State of NSW) as holidays without loss of pay:
- (i) New Year's Day;
  - (ii) Australia Day;
  - (iii) Good Friday;
  - (iv) Easter Saturday;
  - (v) Easter Monday;
  - (vi) Anzac Day;
  - (vii) Queen's Birthday;
  - (viii) Labour Day;
  - (ix) Christmas Day;
  - (x) Boxing Day; and
  - (xi) all other declared Public Holidays for the State.
- 67.2 A staff member who is required to work on a public holiday will, for ordinary hours of duty actually worked, be paid at 2.5 times the ordinary rate of pay, for the day. Provided that the additional payment will be in substitution for any shift allowance or penalty applicable and not in addition to it for the hours worked.
- 67.3 Where a public holiday occurs on a rostered day off of a rostered staff member and the staff member does not work on that rostered day off, the staff member will be entitled to an additional day's leave (or at the option of the University, an additional day's pay at the ordinary rate) in lieu of such holiday. Such leave is to be taken at a time mutually convenient to the staff member and the University.

## **68.0 UNIVERSITY HOLIDAYS**

- 68.1 The University will identify a minimum of three working days in the period between 27 December and 31 December each year as University holidays for those members of staff not required for duty.
- 68.2 The Tuesday immediately following Easter Monday will be a University holiday.
- 68.3 Members of staff required for duty on any of the above days will be granted the equivalent number of substitute days off in the following month.
- 68.4 In the case of Security Services:
- (i) Staff members required to attend for normal duty (not including overtime) on one or more of these days will be granted time off duty equivalent to that worked. This may be taken in conjunction with annual leave if the staff member requests; or
  - (ii) Where a University holiday occurs on a rostered day off of a rostered staff member and the staff member does not work on that rostered day off, the staff member will be entitled to an additional day's leave in lieu of such holiday. Such leave is to taken at a time mutually convenient to the staff member and the University.
- 68.5 One of the days identified at Clause 68.1 is in substitution for Newcastle Show Holiday.

## **69.0 DOMESTIC AND FAMILY VIOLENCE**

### **Definition**

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

### **Principles**

- 69.2 The University recognises that staff members may experience situations of violence or abuse in their personal life that affect their attendance or performance at work. The University is committed to providing support to staff members who experience domestic and family violence.
- 69.3 The University understands its legislative responsibilities regarding adverse action and domestic and family violence. Where the attendance or performance of a staff member suffers as a result of family violence, the supervisor and staff member will discuss ways of mitigating or overcoming any such effects on work performance and work co-operatively to implement appropriate and reasonable measures.
- 69.4 A staff member and their immediate family experiencing domestic and family violence may access the Employee Assistance Program (EAP). The University encourages affected staff members to access this support as a first step. The University will meet all reasonable costs associated with the provision of this assistance.
- 69.5 Where a staff member experiences domestic and family violence, the University will provide access to:
- (i) up to 10 days paid non-cumulative leave annually (in addition to the personal leave provisions – Clause 60) for staff members (excluding casuals) for medical appointments, legal proceedings and other activities related to domestic and family violence;
  - (ii) up to 5 days unpaid non-cumulative leave annually for casual staff members for medical appointments, legal proceedings and other activities related to domestic and family violence;
  - (iii) flexible work arrangements including changes to working times or duties, consistent with the reasonable operational needs of the work unit;
  - (iv) changes of work location, telephone number or email address to avoid harassing contact.

- 69.6 Where a staff member's leave entitlement referred to in Clause 69.5 (i) is exhausted, leave without pay may be granted. Each request for leave without pay will be granted on its own merits. Leave without pay will not unreasonably be refused.
- 69.7 A staff member, who supports an immediate family member / member of the household experiencing domestic and family violence, may take carer's leave (Clause 60 - Personal Leave) to accompany them to court, to hospital or to provide care for children while the person being supported attends these appointments.
- 69.8 For the purposes of granting leave and changes to working arrangements under this clause, the University will need to be satisfied, on reasonable grounds, that domestic and family violence has occurred and may require proof presented in the form of a document issued by the Police, a Court, a medical practitioner, a lawyer or counselling professional.
- 69.9 Personal information concerning domestic and family violence will be treated with confidentiality in line with the University policy and relevant legislation.

## **70.0 DEFENCE RESERVES LEAVE**

- 70.1 Continuing and fixed term staff members who serve as Reservists in the Australian Defence Force (ADF) ["Reservist Staff Members"] are entitled to:
- (i) up to 14 calendar days leave each year on full pay to attend Defence service activities; and
  - (ii) an additional 14 calendar days on full pay to support Reservist staff members during their first year of Defence service to enable them to complete recruit and initial employment training.
- 70.2 For all other periods of ADF Reserves service, a staff member may elect to apply for leave without pay, annual leave, long service leave or a combination of the above to cover the required period of Defence Reserve service.
- 70.3 Periods of leave without pay taken by a staff member for ADF Reserves service will not be counted as service with the University but will not constitute a break in service.
- 70.4 A part time staff member is entitled to Defence Reserves Leave proportionate to the fraction of full-time hours worked.
- 70.5 Defence Reserves Leave is based on a calendar year and cannot be carried over.
- 70.6 The University will continue to make superannuation contributions on behalf of the staff member in respect of any period(s) of leave without pay taken by the Reservist Staff Member for Defence Reserves service totalling more than 10 days in any calendar year, subject to the following conditions:
- (i) the rules of the relevant superannuation fund allowing for the University to make such contributions;
  - (ii) this provision will only apply to periods of service which the staff member is specifically required by the Defence Force to undertake and where the staff member provides documentary evidence that the service is required;
  - (iii) the continuing availability of the Employer Support Payment Scheme or a similar scheme which may be accessed by the University to reimburse costs incurred by the University arising from the granting of Defence Reserves Leave;
  - (iv) the Reservist Staff Member complying with any obligations to make a personal superannuation contribution in respect of the period of leave in accordance with the requirements of the relevant superannuation fund;
  - (v) the University will make superannuation contributions on behalf of the staff member for such periods of Reserves service to the extent necessary to make up any shortfall between any superannuation contributions made by the Defence Force in respect of that service and

contributions that would have been made by the University had the Reservist Staff Member been carrying out their normal duties during that period;

- (vi) the Reservist Staff Member providing evidence of any shortfall in superannuation contributions made on behalf of the staff member by the ADF for Reserves service.

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

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

## **71.0 CONSULTATION AND UNION MATTERS**

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

71.2 The Staff Consultative Committee will:

- (i) consist of 3 nominees of the NTEU (at least 2 of whom are Professional Staff);
- (ii) consist of 3 nominees of the CPSU (at least 2 of whom are Professional Staff);
- (iii) consist of 4 nominees of the University;
- (iv) have a quorum of 1 nominee from each party; and
- (v) be empowered to co-opt further members or allow additional attendees.

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

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

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

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

## **72.0 INQUIRY OFFICER**

72.1 A staff member may make an application in writing to the appropriate Deputy-Vice Chancellor or Chief Operating Officer, or equivalent, to review a decision in relation to:

- (i) Performance Review and Development – Clause 6; or
- (ii) Managing Staff Workload – Clause 7; or
- (iii) Classification Structure and Review – Clause 8; or
- (iv) Probation – Clause 10; or
- (v) Redeployment – Clause 23.2 and 23.3; or

- (vi) Intellectual Property Rights – Clause 29; or
- (vii) Leave – Clauses 57 – 66 and 70.

72.2 The University will appoint an Inquiry Officer who:

- (i) is without conflict of interest;
- (ii) has the capacity to undertake the inquiry within the context of the relevant University policies and processes;
- (iii) will apply the principles of procedural fairness.

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

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

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

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

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

72.6 The Inquiry Officer will provide a written report to the appropriate Deputy Vice-Chancellor or Chief Operating Officer, or equivalent, within 10 working days of the completion of the proceedings. In making a report to the appropriate Deputy Vice-Chancellor or Chief Operating Officer, or equivalent, the Inquiry Officer will make:

- (i) findings in relation to the matters specified at Clause 72.3 and provide reasons; and
- (ii) comments on the process, facts or any mitigating circumstances relevant to the case and may make recommendations.

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

72.7 After considering the report(s) and the staff member's response, the appropriate Deputy Vice-Chancellor or Chief Operating Officer, or equivalent, will determine that:

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

### **73.0 INDEPENDENT REVIEWER**

- 73.1 An Independent Review may be initiated by a staff member writing to the Director, People and Workforce Strategy to request a review of:
- (i) a recommendation of demotion or termination in relation to Clause 11 - Managing Underperformance;
  - (ii) allegations of Misconduct / Serious Misconduct in relation to Clause 12.
- 73.2 The request for an Independent Review under Clause 73.1 must be made within 5 working days of receiving the written advice of the recommendation from the relevant Pro Vice-Chancellor or equivalent. The request for Independent Review must provide:
- (i) the basis for requesting the review;
  - (ii) any written submissions supporting the request for review;
  - (iii) any documentary evidence that the staff member relies on in respect of (i) and (ii).
- 73.3 Upon receiving the staff member's request for an Independent Review the Director, People and Workforce Strategy will engage an Independent Reviewer who must satisfy the following criteria:
- (i) be without conflict of interest;
  - (ii) have capacity to undertake the Review within the context of the relevant University policies and procedures;
  - (iii) be able to apply the principles of procedural fairness.
- 73.4 The University will provide the Independent Reviewer with its submissions and supporting materials within 10 working days of the request for the review.
- 73.5 For the purposes of the Independent Review, a staff member or the University may nominate a Representative, from whom they may seek advice, assistance or representation.
- 73.6 The Independent Reviewer will consider the submissions and materials provided in accordance with Clauses 73.2 and 73.4 and will:
- (i) provide an opportunity for the staff member (and their Representative, if they so choose) to discuss the submissions and/or provide further information;
  - (ii) seek additional information and advice in relation to policy, practice and procedural matters;
  - (iii) interview any person to establish the process, facts and any mitigating circumstances relevant to the recommendation.
- 73.7 The Independent Reviewer report in relation to a request for a review under Clause 73.1 (i) will include an assessment of whether:
- there is a valid reason for the demotion or termination of employment;
  - the University provided the staff member with procedural fairness; and
  - the original decision of demotion or termination is reasonable in all of the circumstances.
- 73.8 In a report in relation to a request for a review under Clause 73.1 (ii), the Independent Reviewer may comment on the process, facts or any mitigating circumstances relevant to the case and may make recommendations to the Deputy Vice-Chancellor or Chief Operating Officer, or equivalent.
- 73.9 The Independent Reviewer will provide a copy of their report to the University and the staff member within 10 working days of receiving the University's submission at Clause 73.4.



73.10 Throughout this process, all issues will be dealt with in a timely manner.

73.11 The University will consider any reasonable request by the staff member or their Representative; or the Independent Reviewer to extend the periods in Clauses 73.2 and 73.9.

## **Implementation Matters**

### **Managing Underperformance and Misconduct / Serious Misconduct**

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

## **74.0 COMMITTEE OF INQUIRY**

74.1 A Committee of Inquiry may be initiated by a staff member writing to the Director, People and Workforce Strategy to request a review of a recommendation in relation to Managing Underperformance – Clause 11.

74.2 A Committee of Inquiry will also be initiated where required in accordance with the provisions of Misconduct / Serious Misconduct - Clause 12.

74.3 The Committee of Inquiry will comprise:

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

74.4 Each appointee must satisfy the following criteria:

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

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

74.6 The Committee of Inquiry will:

- (i) provide an opportunity for the staff member to be interviewed and ensure that they have adequate opportunity to respond to any decision / review / report / allegation / recommendation;
- (ii) take into account such further materials as the Committee believes appropriate to substantiate (or otherwise) any matters in dispute;
- (iii) seek information and advice in relation to policy, practice and procedural matters;
- (iv) interview any person it thinks fit, including the staff member concerned, to establish the process, facts and any mitigating circumstances relevant to the particular review / report / allegation / recommendation;
- (v) conduct all interviews in the presence of the staff member and/or a Representative as specified in Clause 74.5;

- (vi) conduct proceedings as expeditiously as possible;
- (vii) conduct proceedings in camera unless otherwise agreed;
- (viii) ensure that the staff member, or where they choose their Representative, and the University or its representative, have the right to ask questions of interviewees, to make submissions and present and challenge evidence, provided that where the committee so determines the staff member, but not their Representative, may be excluded from the conduct of the proceedings;
- (ix) determine whether an audio recording of the proceedings (but not the Committee's deliberations) will be made. Where an audio recording is made, it will be available to the staff member and their Representative on request.

74.7 Hearings of a Committee of Inquiry will be conducted within 4 weeks of applications being made to it unless the University and the staff member agree otherwise.

74.8 The Committee of Inquiry will provide a written report to the appropriate Deputy Vice-Chancellor or Chief Operating Officer, or equivalent, and the staff member within 10 working days of the conclusion of proceedings. In its report the Committee may comment on the process, facts or any mitigating circumstances relevant to the case and may make recommendations to the Deputy Vice-Chancellor or Chief Operating Officer, or equivalent.

74.9 Having considered the Committee of Inquiry report, any determination of the appropriate Deputy Vice-Chancellor or Chief Operating Officer, or equivalent, will be final.

#### **Implementation Matters**

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

#### **75.0 DISPUTE RESOLUTION PROCEDURE**

75.1 Where a dispute arises, or is considered likely to arise, regarding the interpretation, application or operation of any provision of this Agreement or the National Employment Standards, the procedures contained in this clause will be followed.

75.2 A dispute resolution procedure may be initiated by:

- (i) a staff member;
- (ii) the relevant Union(s); or
- (iii) the University.

75.3 At any stage in the procedure under this clause, a staff member may nominate a Representative from whom they may seek advice, assistance or representation.

75.4 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.

75.5 If informal discussions are unsuccessful or impracticable the staff member must formally notify a dispute in writing to the relevant Director / PVC of the staff member's organisational unit.

75.6 Where the Union(s) initiates a dispute, the Union(s) will notify the appropriate representative of the University Human Resource Services unit.

- 75.7 Within 5 working days of the notification in Clauses 75.5 or 75.6, unless otherwise agreed, a formal dispute meeting will be held between:
- (i) the staff member and the relevant Director / PVC; or
  - (ii) a Representative of the relevant Union(s) and a representative of the University;
- to discuss the dispute and attempt to reach an agreement.
- 75.8 If the above procedure is followed and the issue continues to remain unresolved, the matter will be referred to the Associate Director, Employee Relations and HR Partnering or equivalent for further discussion and resolution. The parties will make a genuine attempt to promptly resolve the matter within 5 working days. To assist resolution, the parties may agree to nominate other staff member(s) to participate in this discussion.
- 75.9 Where the University initiates a dispute, the University will notify the staff member and/or relevant Union(s) in writing and meet to discuss the matter and any options for resolution.
- 75.10 Should the dispute not be resolved by the procedures referred to above, the matter may be referred to the Fair Work Commission. In circumstances where the Fair Work Commission is unlikely to be able to hear the matter within a reasonable timeframe the parties may then agree to refer the dispute to a person who is a member of the Industrial Relations Commission of New South Wales in accordance with S146B of the New South Wales Industrial Relations Act.
- 75.11 Should the Fair Work Commission or the Industrial Relations Commission of New South Wales proceed with the matter, it will then:
- (i) seek to facilitate a fair and reasonable conclusion to the dispute, as promptly as possible, via mediation and/or conciliation of the matter in dispute. If these options are unsuccessful, the Fair Work Commission or the Industrial Relations Commission may arbitrate the matter. The parties to the dispute may be represented by a person(s) of their choice;
  - (ii) make a recommendation to the parties to the dispute or, if the matter is arbitrated, make a determination. The parties to the dispute will consider any recommendation made. Any determination made will be binding on the parties, subject to a party to the dispute exercising a right of appeal under the Fair Work Act.
- 75.12 This dispute resolution procedure does not apply where the matter is being dealt with in accordance with the Inquiry Officer – Clause 72, Independent Reviewer – Clause 73 or Committee of Inquiry – Clause 74 process.
- 75.13 Until the procedures in this clause have been exhausted, work will continue as directed unless there is a reasonable concern about the health and safety of staff and no industrial action or any other action likely to exacerbate the dispute will be taken by any party to the dispute.

FORMAL AGREEMENT

Signed.....	<i>[Signature]</i>	<i>Stewart Little</i>
		Full Name in block letters
Position.....	<i>General Secretary PSA</i>	
	<i>Branch Secretary CPSU NSW</i>	
	Address	
Community and Public Sector Union (Bargaining Representative on behalf of staff members)		
Date.....	<i>4 December 2018</i>	

Signed




Full Name in block letters: MATTHEW MCGOWAN


Position: General Secretary

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

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

6 December 2018

Signed 	Sarah Williamson
	Full Name in block letters
Position	Health & Safety Advisor, Injury Management.
	Callaghan NSW 2308
	Address
Ms Sarah Williamson - Individual Bargaining Representative	
Date	6 <sup>th</sup> December 2018

Signed.....		Lisa Bellamy
		Full Name in block letters
Position.....	Team Leader Revenue Accounting	
	University Drive, Callaghan, NSW 2308	
	Address	
<b>Ms Lisa Bellamy - Individual Bargaining Representative</b>		
Date.....	6 <sup>th</sup> December 2018	



Signed.....*Crawford*.....*CHRISTINA CRAWFORD*.....  
Full name in block letters

Position.....*Director, People and Workforce Strategy*.....

.....*University Drive, Callaghan*.....  
Address

Signed for and on behalf of The University of Newcastle

Date.....*6th December, 2018*.....

**SCHEDULES****SCHEDULE 1 - RATES TO BE PAID FOR HIGHER EDUCATION WORKERS**

<b>Level</b>	<b>Step</b>	<b>Current</b>	<b>1.0%</b> From the start of the first pay period commencing on or after 30/06/18	<b>1.0%</b> From the start of the first pay period commencing on or after 30/09/18	<b>2%</b> From the start of the first pay period commencing on or after 30/09/19	<b>2%</b> From the start of the first pay period commencing on or after 30/09/20	<b>2%</b> From the start of the first pay period commencing on or after 30/09/21
<b>HEW 1</b>	01	46,365	46,829	47,297	48,243	49,208	50,192
	02	47,595	48,071	48,552	49,523	50,513	51,523
	03	48,823	49,311	49,804	50,800	51,816	52,852
	04	50,054	50,555	51,061	52,082	53,124	54,186
<b>HEW 2</b>	01	50,054	50,555	51,061	52,082	53,124	54,186
	02	51,370	51,884	52,403	53,451	54,520	55,610
	03	52,689	53,216	53,748	54,823	55,919	57,037
<b>HEW 3</b>	01	52,689	53,216	53,748	54,823	55,919	57,037
	02	55,079	55,630	56,186	57,310	58,456	59,625
	03	58,268	58,851	59,440	60,629	61,842	63,079
	04	60,590	61,196	61,808	63,044	64,305	65,591
<b>HEW 4</b>	01	60,590	61,196	61,808	63,044	64,305	65,591
	02	62,347	62,970	63,600	64,872	66,169	67,492
	03	64,103	64,744	65,391	66,699	68,033	69,394
	04	65,861	66,520	67,185	68,529	69,900	71,298
<b>HEW 5</b>	01	65,861	66,520	67,185	68,529	69,900	71,298
	02	67,988	68,668	69,355	70,742	72,157	73,600
	03	70,111	70,812	71,520	72,950	74,409	75,897
	04	72,236	72,958	73,688	75,162	76,665	78,198

Level	Step	Current	1.0% From the start of the first pay period commencing on or after 30/06/18	1.0% From the start of the first pay period commencing on or after 30/09/18	2% From the start of the first pay period commencing on or after 30/09/19	2% From the start of the first pay period commencing on or after 30/09/20	2% From the start of the first pay period commencing on or after 30/09/21
	05	74,364	75,108	75,859	77,376	78,924	80,502
	06	76,400	77,164	77,936	79,495	81,085	82,707
HEW 6	01	76,400	77,164	77,936	79,495	81,085	82,707
	02	79,031	79,821	80,619	82,231	83,876	85,554
	03	81,664	82,481	83,306	84,972	86,671	88,404
	04	84,302	85,145	85,996	87,716	89,470	91,259
HEW 7	01	84,302	85,145	85,996	87,716	89,470	91,259
	02	86,935	87,804	88,682	90,456	92,265	94,110
	03	89,573	90,469	91,374	93,201	95,065	96,966
	04	92,204	93,126	94,057	95,938	97,857	99,814
	05	94,839	95,787	96,745	98,680	100,654	102,667
HEW 8	01	94,839	95,787	96,745	98,680	100,654	102,667
	02	97,052	98,023	99,003	100,983	103,003	105,063
	03	100,633	101,639	102,655	104,708	106,802	108,938
	04	103,271	104,304	105,347	107,454	109,603	111,795
	05	105,376	106,430	107,494	109,644	111,837	114,074
	06	108,009	109,089	110,180	112,384	114,632	116,925
	07	110,645	111,751	112,869	115,126	117,429	119,778
HEW 9	01	110,645	111,751	112,869	115,126	117,429	119,778
	02	113,279	114,412	115,556	117,867	120,224	122,628
	03	115,916	117,075	118,246	120,611	123,023	125,483
	04	118,548	119,733	120,930	123,349	125,816	128,332

<b>Level</b>	<b>Step</b>	<b>Current</b>	<b>1.0%</b> From the start of the first pay period commencing on or after 30/06/18	<b>1.0%</b> From the start of the first pay period commencing on or after 30/09/18	<b>2%</b> From the start of the first pay period commencing on or after 30/09/19	<b>2%</b> From the start of the first pay period commencing on or after 30/09/20	<b>2%</b> From the start of the first pay period commencing on or after 30/09/21
<b>HEW 10</b>	01	118,548	119,733	120,930	123,349	125,816	128,332

**1.2 Supervisor, Security Contractors HEW 5 (5 Day, 38 hour week)**

<b>Step</b>	<b>Current</b>	<b>1.0%</b> From the start of the first pay period commencing on or after 30/06/18	<b>1.0%</b> From the start of the first pay period commencing on or after 30/09/18	<b>2%</b> From the start of the first pay period commencing on or after 30/09/19	<b>2%</b> From the start of the first pay period commencing on or after 30/09/20	<b>2%</b> From the start of the first pay period commencing on or after 30/09/21
01	71,505	72,220	72,942	74,401	75,889	77,407
02	73,815	74,553	75,299	76,805	78,341	79,908
03	76,120	76,881	77,650	79,203	80,787	82,403
04	78,428	79,212	80,004	81,604	83,236	84,901
05	80,738	81,545	82,360	84,007	85,687	87,401
06	82,950	83,780	84,618	86,310	88,036	89,797

### 1.3 Junior Apprentices

Step	Current	1.0% From the start of the first pay period commencing on or after 30/06/18	1.0% From the start of the first pay period commencing on or after 30/09/18	2% From the start of the first pay period commencing on or after 30/09/19	2% From the start of the first pay period commencing on or after 30/09/20	2% From the start of the first pay period commencing on or after 30/09/21
Year 1	26,344	26,607	26,873	27,410	27,958	28,517
Year 2	34,245	34,587	34,933	35,632	36,345	37,072
Year 3	42,151	42,573	42,999	43,859	44,736	45,631
Year 4	50,054	50,555	51,061	52,082	53,124	54,186

### 1.4 Adult Apprentices

Step	Current	1.0% From the start of the first pay period commencing on or after 30/06/18	1.0% From the start of the first pay period commencing on or after 30/09/18	2% From the start of the first pay period commencing on or after 30/09/19	2% From the start of the first pay period commencing on or after 30/09/20	2% From the start of the first pay period commencing on or after 30/09/21
Year 1	43,731	44,168	44,610	45,502	46,412	47,340
Year 2	46,365	46,829	47,297	48,243	49,208	50,192
Year 3	48,998	49,488	49,983	50,983	52,003	53,043
Year 4	51,634	52,150	52,672	53,725	54,800	55,896

## 1.5 Artist's Models

Step	Current	1.0% From the start of the first pay period commencing on or after 30/06/18	1.0% From the start of the first pay period commencing on or after 30/09/18	2% From the start of the first pay period commencing on or after 30/09/19	2% From the start of the first pay period commencing on or after 30/09/20	2% From the start of the first pay period commencing on or after 30/09/21
Draped HEW 1, Step 1	46,365	46,829	47,297	48,243	49,208	50,192
Undraped HEW 1, Step 2	47,595	48,071	48,552	49,523	50,513	51,523

## 1.6 Exam Supervisors

The following will be paid on an hourly basis for examination supervisors.

Note: (i) 50% loading applies for Examination work carried out on Saturdays.

(ii) Minimum payment is 2 ¾ hours.

HEW Level		Current	1.0% From the start of the first pay period commencing on or after 30/06/18	1.0% From the start of the first pay period commencing on or after 30/09/18	2% From the start of the first pay period commencing on or after 30/09/19	2% From the start of the first pay period commencing on or after 30/09/20	2% From the start of the first pay period commencing on or after 30/09/21
	Casual Loading	25.00%	25.00%	25.00%	25.00%	25.00%	25.00%
1.1	1 candidate	31.74	32.06	32.38	33.03	33.69	34.36
1.4	2 to 50	34.28	34.62	34.97	35.67	36.38	37.11
3.4	51 to 150	41.47	41.88	42.30	43.15	44.01	44.89
4.4	151 to 250	45.09	45.54	46.00	46.92	47.86	48.82
5.5	251 – 350	50.90	51.41	51.92	52.96	54.02	55.10
6.3	351 – 450	55.88	56.44	57.00	58.14	59.30	60.49
7.3	451 or more	61.32	61.93	62.55	63.80	65.08	66.38
1.3	Assistant Supervisor	33.41	33.74	34.08	34.76	35.46	36.17
3.3	Amanuensis	39.88	40.28	40.68	41.49	42.32	43.17
3.3	Supervisor External Exam Centre	39.88	40.28	40.68	41.49	42.32	43.17



## SCHEDULE 2 – ALLOWANCES

2.1	Allowance	Eligibility	Amount Payable
	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.	\$17.75 per week
	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 replacement are not paid by the University.	Determined by the University
	Electricians	Electricians	\$48.18 per week
	High Voltage	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.	\$45.09 per week
	On Call	<p>Paid where a staff member is required to be rostered on call between Monday to Friday, in accordance with Clause 47.2</p> <p>Paid where a staff member is required to be rostered on call between Saturday and Sunday, in accordance with Clause 47.2</p>	<p>\$29.00 per day</p> <p>\$34.80 per day</p>
	Meal Allowance payable to a staff member required to work overtime	<p>2 hours immediately after normal finishing time (unless work ceases prior to 6pm)</p> <p>In excess of 5 hours on a Saturday, Sunday or Public Holiday.</p> <p>Where duty is commenced before 6am when this is at least 1 hour prior to normal starting time.</p> <p>Security Staff In excess of 1 hour before or after normal starting or finishing time.</p>	\$27.60

- 2.2 The following allowances will be effective at the date this Agreement takes effect and then adjusted by the same percentage and with the same date of effect as the adjustments to the rates of pay under this Agreement:
- (i) First Aid Allowance;
  - (ii) Electricians Allowance; and
  - (iii) High Voltage Allowance.
- 2.3 The Meal Allowance payable to a staff member required to work overtime will be varied annually from 1 July by CPI (Food and non-alcoholic beverages group, Sydney) for the 12 month period to the end of the preceding March.

## SCHEDULE 3

### THE UNIVERSITY OF NEWCASTLE CLASSIFICATION DESCRIPTORS

#### Definition 1 – Supervision

**"Close supervision"**: clear and detailed instructions are provided. Tasks are covered by standard procedures. Deviation from procedures or unfamiliar situations is 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.

#### Definition 2 – Qualifications

**"Year 12"**: Completion of Year 12 of secondary school.

**"Trade certificate"**: Completion of an apprenticeship, normally of four years duration, or equivalent recognition.

**"Post-trade certificate"**: A course of study over and above a trade certificate and less than an advanced certificate.

**"Advanced certificate"**: A two year part time post-Year 12 or post-trade certificate course, or a four year part time course for those who have completed Year 10 only of secondary school.

**"Certificate"**: A two year full time or four year part time course, without a Year 12 prerequisite.

**"Associate Diploma"**: A two year full time or four year part time course with a Year 12 prerequisite.

**"Degree"**: A recognised degree from a tertiary institution, often completed in three or four years, and sometimes combined with a one year diploma.

**"Postgraduate degree"**: A recognised postgraduate degree, over and above a degree as defined above.

*Note: The above definitions also include equivalent recognised overseas qualifications.*

#### Definition 3 - Classification dimensions

**"Training level"**: 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.

**"Occupational equivalent"**: Occupations typically falling within each proposed classification level.

**"Task level"**: The type, complexity and responsibility of tasks typically performed by staff within each proposed classification level.

**"Organisational knowledge":** The level of knowledge and awareness of the organisation, its structure and functions that would be expected of staff members at each proposed classification level, and the purposes to which that organisational knowledge may be put.

**"Judgement, Independence and Problem Solving":** Judgement 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 action are available. This dimension looks at how much of each of these three qualities applies at each proposed classification level.

**"Typical activities":** Activities typically undertaken by staff members in different occupations at each of the proposed classification levels.

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### **Higher Education Worker Level 1**

#### ***Training level or qualifications***

Staff members at the base of this level would not be required to have formal qualifications or work experience upon engagement.

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.

#### ***Occupational equivalent***

Cleaner, labourer, trainee for level 2 duties.

#### ***Level of supervision***

Close supervision or, in the case of more experienced staff working alone, routine supervision.

#### ***Task level***

Straightforward manual duties or elements of level 2 duties under close supervision and structured on the job training.

Some knowledge of materials, eg cleaning chemicals and hand tools, may be required.

Established procedures exist.

#### ***Organisational knowledge***

May provide straightforward information to others on building or service locations.

#### ***Judgement, independence and problem solving***

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

#### ***Typical activities***

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

## Higher Education Worker Level 2

### ***Training level or qualifications***

Persons employed at Level 2 will typically perform duties at 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.

### ***Occupational equivalent***

Clerk, security patrol officer.

### ***Level of supervision***

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

### ***Task Level***

Perform a range of straightforward tasks where procedures are clearly established. May on occasion perform more complex tasks.

### ***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.

### ***Judgement, independence and problem solving***

Solve relatively simple problems with reference to established techniques and practices. Will sometimes choose between a range of straightforward alternatives. A staff member at this level will be expected to perform a combination of various routine tasks where the daily work routine will allow the latitude to rearrange some work sequences, provided the prearranged work priorities are achieved.

### ***Typical activities***

Clerical positions at this level may include duties involving the inward and outward movement of mail, keeping, copying, maintaining and retrieving records, straightforward data entry and retrieval. Security officers may be involved in a range of patrol duties, including responding to alarms, following emergency procedures and preparing incident reports.

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## Higher Education Worker Level 3

### ***Training level or qualifications***

Persons employed at Level 3 will typically perform duties at a skill level which assumes and requires knowledge or training in clerical/ administrative, trades or technical functions equivalent to:

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

Persons advancing through this level may typically perform duties, which require further on the job training or knowledge and training equivalent to progress toward completion of an advanced certificate or associate diploma.

### ***Occupational equivalent***

Tradesperson, technical assistant/technical trainee, clerical/secretarial.

***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.

***Task level***

Some complexity. Apply body of knowledge equivalent to trade certificate, including diagnostic skills and assessment of the best approach to a given task.

***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.

***Judgement, independence and problem solving***

Exercise Judgement on work methods and task sequence within specified timelines and standard practices and procedures.

***Typical activities***

In trades positions, apply the skills taught in a trade certificate, including performance of a range of construction, maintenance and repair tasks, using precision hand and power tools and equipment. In some cases this will involve familiarity with the work of other trades or require further training.

In technical assistant positions:

- assist a technical officer in operating a laboratory, including ordering supplies;
- assist in setting up routine experiments;
- monitor experiments for report to a technical officer;
- assist with the preparation of specimens;
- assist with the feeding and care of animals.

Staff would be expected to perform a greater range and complexity of tasks as they progressed through the level and obtained further training.

In clerical positions, perform a range of clerical support tasks including:

- standard use of a word processing package (including store and retrieve documents, key and lay out correspondence and reports, merge, move and copy, use of columns, tables and basic graphics) or an established spreadsheet or database application;
- provide general clerical support to staff within a faculty, including word processing, setting up meetings, answering straightforward inquiries and directing others to the appropriate personnel; process accounts for payment.

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**Higher Education Worker Level 4**

***Training level or qualifications***

Persons employed at Level 4 will typically perform duties at a skill level which assumes and requires knowledge or training equivalent to:

- completion of an associate diploma level qualification with relevant work related experience or a certificate level qualification with post-certificate relevant work experience;
- completion of a post-trades certificate or advanced certificate and extensive relevant experience and on the job training; or
- an equivalent combination of relevant experience and/or education/training.

### ***Occupational equivalent***

Technical officer or technician, clerical/secretarial above Level 3, advanced tradesperson.

### ***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.

### ***Task level***

May undertake limited creative, planning or design functions; apply skills to a varied range of different tasks.

### ***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.

### ***Judgement, independence and problem solving***

In trades positions, extensive diagnostic skills. In technical positions, apply theoretical knowledge and techniques to a range of procedures and tasks. In clerical/secretarial 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.

### ***Typical activities***

In trades positions:

- work on complex engineering or interconnected electrical circuits;
- exercise high precision trades skills using various materials and/or specialised techniques.

In technical positions:

- develop new equipment to criteria developed and specified by others;
- under routine direction, assist in the conduct of major experiments and research programs and/or in setting up complex or unusual equipment for a range of experiments and demonstrations;
- demonstrate the use of equipment and prepare reports of a technical nature as directed.

In library technician positions:

- undertake copy cataloguing;
- use a range of bibliographic databases;
- undertake acquisitions;
- respond to reference inquiries.

In clerical/secretarial positions:

- may undertake a full range of word processing functions, including mathematical formulae and symbols, manipulation of text and layout in desktop publishing software and use of a range of word processing packages if required;
- be responsible for providing a full range of secretarial services in a faculty;
- plan and set up spreadsheets or data base applications;
- provide advice to students on enrolment procedures and requirements;
- administer enrolment and course progression records.



## **Higher Education Worker Level 5**

### ***Training level or qualifications***

Persons employed at Level 5 will typically perform duties at a skill level which assumes and requires knowledge or training equivalent to:

completion of a degree without subsequent relevant work experience; or  
completion of an associate diploma and at least 2 years subsequent relevant work experience; or  
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.

### ***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.

### ***Level of supervision***

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

### ***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.

### ***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.

### ***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.

### ***Typical activities***

In technical positions:

develop new equipment to general specifications;  
under general direction, assist in the conduct of major experiments and research programs and/or in setting up complex or unusual equipment for a range of experiments and demonstrations;  
under broad direction, set up, monitor and demonstrate standard experiments and equipment use;  
prepare reports of a technical nature.

In library technician positions, perform at a higher level than Level 4, including:

assist with reader education programs and more complex bibliographic and acquisition services;

operate a discrete unit within a library which may involve significant supervision or be the senior staff member in an outposted service.

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.

In professional positions and under professional supervision:

work as part of a research team in a support role;  
provide a range of library services including bibliographic assistance, original cataloguing and reader education in library and reference services;  
provide counselling services.

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## **Higher Education Worker Level 6**

### ***Training level or qualifications***

Persons employed at Level 6 will typically perform duties at a skill level which assumes and requires knowledge or training equivalent to:

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

### ***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.

### ***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.

### ***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.

### ***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.

### ***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.

### ***Typical activities***

In technical positions:

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

In administrative positions:

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

In professional positions:

- work as part of a research team;
- provide a range of library services, including bibliographic assistance, original cataloguing and reader education in library and reference services;
- provide counselling services;
- undertake a range of computer programming tasks;
- provide documentation and assistance to computer users;
- analyse less complex user and system requirements.

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## **Higher Education Worker Level 7**

### ***Training level or qualifications***

Persons employed at Level 7 will typically perform duties at a skill level which assumes and requires knowledge or training equivalent to:

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

### ***Occupational equivalent***

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

### ***Level of supervision***

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

### ***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.

### ***Organisational level***

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

***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.

***Typical activities***

In a library, combine specialist expertise and responsibility for managing a library function; in student services, the training and supervision of other professional staff combined with policy development responsibilities which may include research and publication; in technical manager positions, the management of teaching and research facilities for a department or school; in research positions, acknowledged expertise in a specialised area or a combination of technical management and specialist research; in administrative positions, provide less senior administrative support to relatively small and less complex faculties or equivalent.

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**Higher Education Worker Level 8**

***Training level or qualifications***

Persons employed at Level 8 will typically perform duties at a skill level which assumes and requires knowledge or training equivalent to:

postgraduate qualifications or progress towards postgraduate qualifications and extensive relevant experience; or  
extensive experience and management expertise; or  
an equivalent combination of relevant experience and/or education/training

***Occupational equivalent***

Researcher of national standing; manager; senior school or faculty administrator.

***Level of supervision***

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

***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.

***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.

***Judgement, independence and problem solving***

Responsible for program development and implementation. Provide strategic support and advice to schools or faculties requiring integration of a range of university policies and external requirements, and an ability to achieve objectives operating within complex organisation structures.

***Typical activities***

Assist in the management of a large functional unit with a diverse or complex set of functions and significant resources;  
Manage a function or development and implementation of a policy requiring a high degree of knowledge and sensitivity;  
Manage a small and specialised unit where significant innovation, initiative and/or Judgement are required;  
Provide senior administrative support to schools and faculties of medium complexity, taking into account the size, budget, course structure, external activities and management practices within the faculty or equivalent unit.

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**Higher Education Worker Level 9**

***Training level or qualifications***

Persons employed at Level 9 will typically perform duties at a skill level which assumes and requires knowledge or training equivalent to:

postgraduate qualifications and extensive relevant experience; or  
extensive management experience and proven management expertise; or  
an equivalent combination of relevant experience and/or education/training.

***Occupational equivalent***

Researcher of national or international standing; manager; senior school or faculty administrator.

***Level of supervision***

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

***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.

***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.

***Judgement, independence and problem solving***

Responsible for program development and implementation. Provide strategic support and advice to schools or faculties requiring integration of a range of internal and external policies and demands, and an ability to achieve objectives operating within complex organisation structures.

***Typical activities***

Assist in the management of a large functional unit with a diverse or complex set of functions and significant resources;  
manage a function or development and implementation of a policy requiring a high degree of knowledge and sensitivity and the integration of internal and external requirements;  
manage a small and specialised unit where significant innovation, initiative and/or judgement are required;  
provide senior administrative support to the more complex schools and faculties, taking into account the size, budget, course structure, external activities and management practices within the faculty or equivalent unit.

## Higher Education Worker Level 10

### ***Training level or qualifications***

Persons employed at or above this Level will typically perform duties at a skill level which assumes and requires knowledge or training equivalent to:

proven expertise in the management of significant human and material resources;  
in addition to, in some areas postgraduate qualifications and extensive relevant experience.

### ***Occupational equivalent***

Senior program, research or administrative manager.

### ***Level of supervision***

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

### ***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.

### ***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.

### ***Judgement, independence and problem solving***

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

### ***Typical activities***

Manage a large functional unit with a diverse or complex set of functions and significant resources; manage a more complex function or unit where significant innovation, initiative and/or judgement are required; provide senior administrative support to the most complex schools and faculties in large institutions, involving complex course structures, significant staff and financial resources, outside activities and extensive devolution of administrative, policy and financial management responsibilities to this position.

## **SCHEDULE 4 –**

### **DEFINITION, QUALIFICATIONS AND RECOGNITION OF SERVICE FOR LEARNING DEVELOPMENT STAFF**

**“Learning Advisor”** means a staff member who provides learning opportunities and strategies for students of the University to assist them in their studies, and who works with Academic staff to create discipline-relevant methods to develop students’ academic skills.

Learning Development staff are at least 4 year trained with a minimum of 4 years relevant experience and will commence and progress through salary steps as follows:

HEW 7 Step 1 for 4 years’ experience

HEW 7 Step 2 for 5 years’ experience

HEW 7 Step 3 for 6 years’ experience

HEW 7 Step 4 for 7 years’ experience

HEW 7 Step 5 for 8+ years’ experience.

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

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



IN THE FAIR WORK COMMISSION

FWC Matter No.: AG2018/6861 – The University of Newcastle Professional Staff Enterprise Agreement 2018

7 March, 2019

Applicant: The University of Newcastle

Section 185 – Application for approval of a single enterprise agreement

## Undertaking- Section 190

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

1. I have the authority given to me by **the University of Newcastle** to provide this undertaking in relation to the application before the Fair Work Commission.
2. **Clause 43.0 Overtime**  
  
The University agrees to make an undertaking with respect to payment of accrued Time Off In Lieu of Overtime (TOIL) on termination of employment of a staff member at the relevant overtime rate.
3. This undertaking is provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



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Signature

7 March, 2019

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Date