

## UNIVERSITY OF NEWCASTLE PROFESSIONAL STAFF ENTERPRISE AGREEMENT 2014

### EXPLANATORY NOTES

- The former “**General** Staff Enterprise Agreement” has been renamed the **Professional** Staff Enterprise Agreement to better reflect the skills, knowledge and work performed by this group of the University’s workforce. This change in name has been reflected in the relevant clauses throughout the Agreement.
- In addition to a change in the name of the Agreement, there has been a change in the scope of the Agreement, which will now also cover Learning and Development staff members who previously fell under the University of Newcastle Teachers Enterprise Agreement 2010, but will now fall within the scope of this Agreement following an Organisational Change review.
- References to the title of Director Human Resource Services have been updated to Director People and Workforce Strategy, in line with its expanded role.

If approved this Agreement will replace the University of Newcastle General Staff Agreement 2010. As did the 2010 Agreement, this Agreement will provide comprehensive terms and conditions of employment for Professional Staff. It is consistent with and will operate together with the National Employment Standards under the Fair Work Act 2009 [“the Act”]

These notes explain the effect of the Agreement and draw attention to the differences between the 2010 Agreement and the new Agreement.

**Any staff who have any questions about the new Agreement, or who have difficulty understanding these notes for any reason are encouraged to contact Employee Relations (Paul Munro, 492-15278; Greg Kerr, 492-15399; Alison Bodiam, 492-54932).**

Clause	Title	Comment
1	Application	This is substantially similar to clause 1 in the 2010 General Staff Agreement. The clause outlines specific senior positions which will not be covered by this Agreement (cl. 1.2(i)). The wording of this clause has been changed to make it clearer and remove possible ambiguity but there is no change to its effect.
2	Operation of the Agreement	Apart from the addition of transitional provisions (see below), this is in substance, the same as clause 2 in the 2010 General Staff Agreement.  This clause states that the Agreement:

		<p>will over-ride and replace all other Awards and agreements that would otherwise apply The Agreement replaces the Higher Education Industry General Staff Award 2010 [to see the Award, Ctrl + click on the following link-  <a href="https://www.fwc.gov.au/documents/documents/modern_awards/award/ma000007/default.htm">https://www.fwc.gov.au/documents/documents/modern_awards/award/ma000007/default.htm</a>];  and</p> <ul style="list-style-type: none"> <li>• will remain in force up to and including its Nominal Expiry Date of 30 June 2017 (cl. 2.1) [Note: under the Fair Work Act 2009, an Enterprise Agreement continues to apply after its Nominal Expiry Date until it is either replaced by a new Agreement or is terminated in accordance with the Fair Work Act];</li> </ul> <p>Clause 2.6 provides for transition arrangements under which processes had commenced under the 2010 General Staff Agreement. Such processes will continue in accordance with the relevant provisions of the new Agreement. The clause lists these processes.</p>
3	Definitions	<p>This clause is the same as clause 3 in the 2010 General Staff Agreement except that reference to the Liquor, Hospitality and Miscellaneous Union has been removed from the definition of 'Union'.</p>
4	Flexibility	<p>The Act requires that every Agreement include a clause that allows for the employer and an individual employee to enter into an agreement called a Flexibility Arrangement about the matters identified in the flexibility clause as long as the employee will be better off under the flexibility arrangement than they would have been under the Agreement.</p> <p>Under this Agreement, a flexibility agreement can be made in respect to Flexible Work Arrangements (clause 54) and is subject to the agreement meeting the genuine needs of the University and the relevant staff member per clause 4.1(i).</p> <p>With the exception of the above, the clause is substantially the same as clause 4 in the 2010 General Staff Agreement.</p>
5	Availability of Agreement	<p>This is identical to clause 5 of the 2010 General Staff Agreement.</p>

6	Performance of Duties	This clause is identical to clause 6 of the 2010 General Staff Agreement.
7	Performance Review and Development	<p>This clause is in substantially the same terms as clause 7 of the 2010 Agreement, but with the following substantive changes:</p> <ul style="list-style-type: none"> <li>• changes to update the name to the Performance Review &amp; Development process (cl. 7.1(i));</li> <li>• expands the scope of the Performance Review &amp; Development process to include skills improvement among staff as well as career opportunities (cl. 7.1(iii));</li> <li>• provides for the University's performance expectations to be taken into account in the PRD process (cl. 7.1.(v));</li> <li>• allows for a Performance Review Development (“<b>PRD</b>”) Supervisor to delegate a PRD Mentor to carry out the PRD (cl. 7.4);</li> <li>• Performance and Development plans will need to consider the University's strategic objectives, in addition to other matters (cl. 7.6);</li> <li>• clause 7.8 makes clear that the role of a mentor used to encourage the professional development of staff members is distinct from the PRD Mentor role referred to in clause 7.4;</li> <li>• PRD information may be accessed by the supervisor's manager for the purposes of career planning and performance management among other specified matters (cl. 7.9);</li> <li>• the Performance Review &amp; Development Framework operates alongside, but is separate to the processes referred to in the subclause, including the unsatisfactory performance clause and the probation clause (cl. 7.10(v)).</li> </ul>
8	Managing Staff Workload	This clause is identical to clause 8 of the 2010 General Staff Agreement apart from updating the title of Director Human Resources Services to Director People and Workforce Strategy.

9	Classification Structure and Review	<p>This clause is substantially the same as clause 9 of the 2010 General Staff Agreement with the following substantive changes:</p> <ul style="list-style-type: none"> <li>• a new provision has been inserted requiring that a staff member’s instrument of appointment will stipulate the position’s classification level on commencement of employment (cl. 9.2);</li> <li>• the purpose of the Position Description is specified as being the basis for determining the appropriate classification level (cl. 9.4);</li> <li>• the University will introduce a recognised external job evaluation method, in consultation with the Professional Staff Consultative Committee, which will be used to evaluate positions , as described in the clause (cl. 9.5);</li> <li>• reference to the Chief Operating Officer has been included (cl. 9.14 to cl. 9.18);</li> <li>• a new provision has been inserted (cl. 9.16), making it clear that a staff member may have a representative as part of the Inquiry Officer process for review of a classification review decision.</li> </ul>
10	Incremental Progression	This clause is identical to clause 10 in the 2010 General Staff Agreement
11	Probation	This is substantially the same as clause 11 of the 2010 General Staff Agreement, other than updating the title of Director Human Resource Services to Director People and Workforce Strategy and including the Chief Operating Officer as a decision maker with respect to probation decisions.
12	Performance Concerns	This clause is identical to clause 12 of the 2010 General Staff Agreement.
13	Unsatisfactory Performance	<p>This clause is substantially the same as clause 11 of the 2010 General Staff Agreement apart from the following substantive differences:</p> <ul style="list-style-type: none"> <li>• the 10 working day period allowed for staff members to respond to a report recommending disciplinary action may be extended on request by the staff member if</li> </ul>

		<p>there are exceptional circumstances (cl. 13.5);</p> <ul style="list-style-type: none"> <li>• a Pro Vice-Chancellor / Director will inform the staff member in writing of a decision as to the action to be taken on a report from the staff member's supervisor (cl. 13.6);</li> <li>• adding the Chief Operating Officer into the decision making framework (cl. 13.8);</li> </ul>
14	Misconduct/Serious Misconduct	<p>This clause is substantially the same as clause 14 in the 2010 General Staff Agreement apart from the following substantive changes:</p> <ul style="list-style-type: none"> <li>• the definition of serious misconduct has been expanded to include persistent and repeated instances of proven misconduct which evidence a pattern of behaviour (cl. 14.1.4);</li> <li>• the definition of serious misconduct has also been amended by removing the qualification "serious" before "theft in the course of the staff members employment" in cl. 14.1.3(iii)(a);</li> <li>• removal of the limitation which prevented matters already dealt with under the Unsatisfactory Performance clause being dealt with as Misconduct (cl. 14.1.4);</li> <li>• including the Chief Operating Officer into the decision making framework (cl. 14.2 to 14.9).</li> </ul>
15	Disciplinary Action	<p>This clause is substantially the same as clause 15 of the 2010 General Staff Agreement apart from the inclusion of the Chief Operating Officer as a decision maker in matters involving disciplinary action.</p>
16	Staff Reports	<p>This clause is identical to clause 16 of the 2010 General Staff Agreement.</p>
17	Induction	<p>This clause is identical to clause 18 of the 2010 General Staff Agreement.</p>
18	Staff Development	<p>This clause has been expanded from clause 17 in the 2010 General Staff Agreement. The substantive differences include:</p>

		<ul style="list-style-type: none"> <li>• each organisational unit will be required to prepare a training and development plan which takes into account the University's Strategic Plan as well as development needs identified in the Performance Review and Development process (cl. 18.3); and</li> <li>• the trialling during the life of the Agreement of a Voluntary Rotation Scheme for professional staff positions to be filled on a temporary basis for 6 to 12 months. Specific requirements of the Voluntary Rotational Scheme are set out, including reporting to the Professional Staff Consultative Committee about the operation and results of the scheme (cl. 18.4 to 18.9).</li> </ul>
19	Study Leave, Examination Leave and Reimbursement of Fees	This clause is substantially the same as clause 19 of the 2010 General Staff Agreement apart from the inclusion of the Chief Operating Officer within the decision making framework.
20	Organisational Change	<p>This clause is in substantially the same terms as clause 20 in the 2010 General Staff Agreement apart from the following substantive difference:</p> <ul style="list-style-type: none"> <li>• specific consultation procedures are provided in instances whereby change will affect only one staff member (cl. 20.3). In this situation, the University will provide the staff member and the Unions with information about the likely effects of the change and have discussions about the proposed change, rather than following the full consultation process that would apply in a more extensive change.</li> </ul>
21	Job Redesign	This clause is substantially similar to clause 21 in the 2010 General Staff Agreement apart from the inclusion of the Chief Operating Officer in the decision making framework.
22	Redeployment and Redundancy	<p>This clause has been significantly redrafted and includes the following substantive differences from clause 22 in the 2010 General Staff Agreement:</p> <ul style="list-style-type: none"> <li>• a new option has been added, whereby a detached staff member can elect to seek employment outside the University with outplacement support up to the equivalent of 18 weeks' salary with a reduced redeployment period of 8 weeks (cl. 22.1.3(iii) &amp; cl 22.3) instead of either voluntary separation or redeployment within the University.</li> <li>• staff members who elect the new option will become detached staff for a period of up to</li> </ul>

		<p>8 weeks from the date of notification. The staff member will be given assistance by the University in finding new employment outside the University including:</p> <ul style="list-style-type: none"> <li>○ access to a comprehensive suite of career transition assistance;</li> <li>○ development of a career transition plan. The cost of the plan, subject to approval, will be paid by the University equivalent to 18 weeks of the staff member's base salary;</li> <li>○ maintenance of preference of appointment for suitable positions within the University where vacancies exist;</li> <li>○ salary maintenance for the 8 week detachment period;</li> <li>○ allocation of suitable temporary work</li> </ul> <p>Other options and VSP / redundancy benefits and the processes to be applied are unchanged from the 2010 General Staff Agreement.</p>
23	Secondment	<p>This is substantially similar to clause 23 in the 2010 General Staff Agreement apart from the addition of a subclause dealing with Secondments outside the University (cl. 23.5). Secondments outside the University, including return arrangements, will be subject to the University's Secondment – Professional Staff Policy and will be agreed to in writing. [ to go to the Policy, Ctrl + click : <a href="http://www.newcastle.edu.au/about-uon/governance-and-leadership/policy-library/document?RecordNumber=D12/105580P">http://www.newcastle.edu.au/about-uon/governance-and-leadership/policy-library/document?RecordNumber=D12/105580P</a>]</p>
24	Transfer or Placement	<p>This clause is identical with clause 24 in the 2010 General Staff Agreement.</p>
25	Resignation and Termination	<p>This clause has been reformatted and redrafted to provide greater clarity around notice periods for termination of employment by the University (cl. 25.2 to 25.6):</p> <ul style="list-style-type: none"> <li>• the periods of notice to be given by and to casual staff have been moved into this clause rather than appearing in the Categories of Employment clause;</li> <li>• the clauses setting out the period of notice to be given by the University when</li> </ul>

		terminating a staff member (clauses 25.3 & 4) makes clear that the University may give notice or make payment in lieu of notice (other than where a staff member has been terminated on grounds of serious misconduct, who will not be entitled to notice or payment in lieu).
26	Abandonment of Employment	This is in identical terms to clause 26 in the 2010 General Staff Agreement apart from the addition of the Chief Operating Officer in the decision making framework (cl. 26.1(iv)).
27	Incapacity	This clause is identical to clause 27 of the 2010 General Staff Agreement.
28	Intellectual Property Rights	This clause is identical to clause 28 of the 2010 General Staff Agreement.
29	Intellectual Freedom	This clause is in substantially similar terms to clause 29 of the 2010 General Staff Agreement but has been modified as follows: <ul style="list-style-type: none"> <li>the right of freedom of opinion and expression does not extend to allowing the right to harass, intimidate or vilify (cl. 29.2);</li> <li>a new clause has been included which specifically confers on staff members the right to pursue critical enquiry, teach, assess and develop curricula, publish and research, within the limits of their professional competence and consistent with their role and employment obligations (cl.29.4).</li> </ul>
30	Equity and Equal Employment Opportunity	This clause is identical to clause 30 of the 2010 General Staff Agreement.
31	Work Health and Safety	This clause has been renamed “Work, Health and Safety” in line with the <i>Work Health and Safety Act 2011</i> . The body of the clause has been amended to reflect this change in the legislation, but apart from this change, this clause is substantially the same as clause 32 of the 2010 General Staff Agreement.
32	Mental Health and Wellbeing	This is a new clause reflecting the University’s commitment to having a workplace which does not create or exacerbate mental illness. The substantive aspects of this subclause include:

		<ul style="list-style-type: none"> <li>• the University recognising the importance of a work environment which doesn't create or exacerbate mental illness;</li> <li>• the University consulting staff members regarding strategies relating to workplace health;</li> <li>• including representatives of the CPSU and NTEU in a psychological health working party as part of the University's Healthy University Initiative.</li> </ul>
33	Discrimination, Harassment, Bullying and Victimisation	The clause is identical to clause 31 of the 2010 General Staff Agreement.
34	Staff Counselling and Assistance	This clause is identical to clause 33 of the 2010 General Staff Agreement.
35	Dependent Care Support	This clause is identical to clause 34 of the 2010 General Staff Agreement
36	Compensation for Loss of Personal Property	This clause is identical to clause 35 of the 2010 General Staff Agreement
37	Environmental Sustainability	<p>This is a new clause highlighting the importance of incorporating sustainable environmental practices into the strategies and plans of the University with respect to sustainability and conditions of employment. The substantive aspects of this clause include:</p> <ul style="list-style-type: none"> <li>• stating the University's commitment to environmental sustainability (cl 37.1);</li> <li>• the parties to the Agreement agreeing the long term sustainability of conditions at the University is related to job security (cl. 37.2);</li> <li>• staff members being consulted and having the opportunity to have input into initiatives promoting environmental sustainability (cl. 37.3).</li> </ul>
38	Salary	The Agreement provides for the following salary increases. The increases will apply from the start of the first full pay period beginning on or after the stated date:

		Date	Increase	Cumulative Increase in Salary
		31 March 2014	1.5%	1.5%
		30 September 2014	1.5%	3%
		31 March 2015	3%	6%
		31 March 2016	3%	9%
		31 March 2017	3%	12%
		See Schedules 1 and 2 of the Agreement for actual rates of pay.		
39	Salary Packaging	This clause is identical to clause 37 in the 2010 General Staff Agreement		
40	Apprentice and Traineeship Rates of Pay	This clause is identical to clause 38 of the 2010 General Staff Agreement.		
41	Superannuation	This clause is identical to clause 39 in the 2010 General Staff Agreement.		
42	Overtime	This clause is identical to clause 40 of the 2010 General Staff Agreement. The requirement to work reasonable additional hours reflects the provisions of the National Employment Standards.		
43	Allowances	<p>This clause is substantially the same as clause 41 of the 2010 General Staff Agreement apart from the following:</p> <ul style="list-style-type: none"> <li>• the allowance rates set out in Schedule 2 have been adjusted to reflect current rates (which had increased through the life of the previous 2010 Agreement); and</li> <li>• a new allowance has been inserted to provide that Security Licences which are required by staff members in the execution of their duties will be paid for by the University.</li> </ul>		

44	Relieving Allowance	This clause is identical to clause 42 of the 2010 General Staff Agreement.
45	Higher Duties Allowance	This clause is identical to clause 43 of the 2010 General Staff Agreement.
46	After Hours Availability	This clause is identical to clause 44 of the 2010 General Staff Agreement.
47	Work Related Travel	<p>This clause is substantially similar to clause 45 of the 2010 General Staff Agreement apart from the following:</p> <ul style="list-style-type: none"> <li>• a new clause has been inserted, providing that each staff member will have a primary place of work (cl. 47.1);</li> <li>• a new clause has been inserted, providing that staff directed to travel on official University business will receive travel entitlements in accordance with the University Travel Policy and Procedure [ the Policy and Procedure may be accessed from the University website by Ctrl + click on the following link <a href="http://www.newcastle.edu.au/about-uon/governance-and-leadership/policy-library/document/000782">http://www.newcastle.edu.au/about-uon/governance-and-leadership/policy-library/document/000782</a> or by cutting and pasting the link in your browser ] (cl. 47.6).</li> </ul>
48	Categories of Employment	<p>This clause has been redrafted with some significant changes from clause 46 of the 2010 General Staff Agreement. The substantive differences include:</p> <ul style="list-style-type: none"> <li>• reformatting of the clause and adding headings to provide greater clarity;</li> <li>• updating the definition of 'Apprentice' to reflect current training arrangements, under which apprenticeships are established via training contacts rather than indentures. The definition of 'Adult Apprentice' remains the same (cl. 48.1(v));</li> <li>• the insertion of a new definition of seasonal, part year or annualised modes of employment (cl. 48.2);</li> <li>• a new category of fixed-term employment has been added to cover the situation where there has been an unanticipated increase or decrease in student numbers (cl. 48.8(x));</li> <li>• a new clause (cl. 48.9) has been added allowing the University to use fixed term</li> </ul>

		<p>employment outside the specified categories subject to first consulting with the relevant union(s) and providing relevant information about the circumstances. Where this occurs, the University and the Unions will attempt to develop a mutually agreeable outcome;</p> <ul style="list-style-type: none"> <li>• the University providing a written response to the request, including reasons, within 8 weeks of a staff member applying for conversion (cl. 48.18);</li> <li>• cl. 48.23 has been amended to clarify that no severance payment will be made to fixed term or contingent staff who are offered further employment which is substantially similar to their former employment within the 6 week period specified in the clause;</li> <li>• the review of the incidence of casual employment and consultation on the review findings through the Professional Staff Consultative Committee will occur annually in future (cl. 48.29);</li> <li>• a new clause has been inserted providing that the University will give casual staff, other than those employed on an occasional or ad hoc basis, access to resources and professional development opportunities appropriate for the duties the staff members are performing (cl. 48.30);</li> <li>• a new clause (cl. 48.36) has been inserted which clarifies the process for consideration by the University of requests by casual staff members for conversion to either fixed term, contingent or continuing employment, and includes a requirement that an offer of conversion is to be consistent with the staff member's casual engagement also indicating the hours and pattern of work offered.</li> </ul>
49	Aboriginal and Torres Strait Islander Employment	<p>This clause remains in substantially similar terms to clause 47 of the 2010 General Staff Agreement apart from the following changes:</p> <ul style="list-style-type: none"> <li>• the University's Reconciliation Statement, <a href="#">Reconciliation Action Plan (RAP)</a> , <a href="#">Aboriginal and Torres Strait Islander Employment Strategy (ATSIES)</a> and the <a href="#">New Directions Strategic Plan 2013-2015</a> are identified as critical source documents in respect to the application and interpretation of the Universities objective to maintain a workplace</li> </ul>

		<p>environment which values Aboriginal and Torres Strait Islander peoples' culture, aspirations and contributions (cl. 49.2 and 3);</p> <ul style="list-style-type: none"> <li>• specific attraction and recruitment objectives of 3.9% of staff (120 FTE) by 2015 have been established. This is across Academic, Professional staff and Teachers as well as Faculties and divisions (cl. 49.4(i)). A mechanism is established for consultation in the event that it appear that this target may not be achieved (cl 49.10);</li> <li>• an indigenous Employment Committee is established with a specific frame of reference to achieve the objectives of this clause. Its membership will include an Aboriginal and / or Torres Strait Islander representatives from the NTEU and CPSU (cl.49.3 and 4);</li> <li>• selection Committee members and relevant supervisors will be encouraged to undertake Indigenous Cultural Competency training where a candidate, or successful applicant, has identified themselves as being either Aboriginal or Torres Strait Islander (cl. 49.12 to 49.15);</li> <li>• the University will offer an appropriate Aboriginal and /or Torres Strait Islander mentor to all new Indigenous staff appointees of the University (cl. 49.15);</li> <li>• strategies will be developed by the University, in conjunction with the Indigenous Employment Coordinator and relevant staff member to assist the indigenous staff member to seek alternative employment opportunities within the University following the end of a fixed-term employment contract (cl. 49.18);</li> <li>• the Wollotuka Institute may determine that it will employ only Aboriginal and Torres Strait Islander people in order to allow it effectively carry out its services (cl.49.19);</li> <li>• a position of Dean of Aboriginal and Torres Strait Islander Education and Research has been established and will be responsible for high level strategic advice regarding indigenous matters within the University and wider community, leadership and management for indigenous education as well as the achievement of the University's indigenous strategic priorities (cl.49.20);</li> </ul>
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		<ul style="list-style-type: none"> <li>• Indigenous Australian leave has been extended to provide for up to 5 days unpaid Indigenous Australian leave in addition to the existing entitlement to 5 days' paid leave per year (cl. 49.22);</li> <li>• the definition of Language is expanded to include the full range of means of communication used in Indigenous culture, and is not limited to words alone (cl. 49.24);</li> <li>• Directors will seek expert advice in assessing the endorsement and payment of Language allowances.</li> </ul>
50	Hours of Work	<p>This clause is in substantially the same terms as clause 48 in the 2010 General Staff Agreement apart from the following changes:</p> <ul style="list-style-type: none"> <li>• the addition of a new category - 'Category 8' (Learning Advisers) whose ordinary hours of work per week will be 35 hours per week, within the span of 9:00am to 6:00pm Monday to Friday (cl. 50.1(x));</li> <li>• a new sub clause has been included, to meet new requirements under the Fair Work Act, which provides for a consultation process that will apply where the University seeks to change the ordinary hours of a staff member or staff members. This requires the University to consult with the relevant staff member(s) about the proposed change and ask the relevant staff member(s) to give their views. The University is required to give prompt consideration to matters raised by the staff member(s) about the changes (cl. 50.9).</li> </ul>
51	Tea and Meal Breaks	This clause is identical to clause 49 in the 2010 General Staff Agreement.
	[Absence from Duty]	This clause, formerly clause 50 of the 2010 General Staff Agreement, has been removed from the 2014 Agreement.
52	Rostered Staff- Work Rosters	This clause is identical to clause 51 in the 2010 General Staff Agreement except for the addition of a new clause 52.3, to meet new requirements under the Fair Work Act, which provides for a consultation process that will apply where the University seeks to change a staff member's roster. The new clause is in substantially the same terms as clause 50.9 in Hours of

		Work.
53	Shift Penalties	<p>This clause is substantially similar to clause 52 of the 2010 General Staff Agreement apart from the following:</p> <ul style="list-style-type: none"> <li>• the insertion of a new provision for Security Services staff members allowing for shifts up to a maximum of 12 hours for Security Services staff members engaged as a continuous shift worker in addition to expanding the payment of penalty rates in specific circumstances (cl. 53.3); and</li> <li>• clarification of the application of shift penalties for Security staff rostered on weekends and/or rotating shifts Monday to Friday, reflecting current practice (cl. 53.4).</li> </ul>
54	Flexible Work Arrangements	This clause is identical to clause 53 in the 2010 General Staff Agreement.
55	Job Sharing	This clause is identical to clause 54 in the 2010 General Staff Agreement.
56	Requests for Flexible Working Arrangements	This clause has been amended to reflect changes to the National Employment Standards under the Fair Work Act 2009. A table summarising the relevant statutory provisions is included.
57	Annual Leave	This clause is identical to clause 56 in the 2010 General Staff Agreement.
58	Purchased Leave Scheme	This clause is identical to clause 57 in the 2010 General Staff Agreement.
59	Long Service Leave	<p>This clause is in substantially similar terms to clause 58 of the 2010 General Staff Agreement but with the following substantive changes:</p> <ul style="list-style-type: none"> <li>• the wording in columns 2 and 3 of 59.1.1(ii) and (iii) has been amended to clarify that the rates of accrual of Long Service Leave are not cumulative (e.g. a staff member for each year of service after the completion of 15 years' service will accrue 15 days LSL, rather than 15 + 9= 24 days);</li> <li>• removal of a clause providing for targets for reduction of excessive LSL accruals;</li> </ul>

		<ul style="list-style-type: none"> <li>removal of a provision in the 2010 Agreement relating to breaks in service of more than 2 months with the University, which was ambiguous and inconsistent with clause 59.1.1, which provides that all service with the University, whether continuous or broken, counts for LSL.</li> </ul>
60	Personal Leave	Substantially similar to clause 59 in the 2010 General Staff Agreement apart from changes to headings to reflect the provisions that follow them. There is also a significant extension (see cl. 60.1(vii)) to the circumstances where Personal Leave may be used to include attending to matters arising out of domestic violence situations (as defined in clause 69.1).
61	Compassionate Leave	This clause is identical to clause 60 in the 2010 General Staff Agreement.
62	Parental Leave	<p>There are a number of significant changes to this clause from clause 61 in the 2010 General Staff Agreement. These include:</p> <ul style="list-style-type: none"> <li>the addition of the express provision which allows a staff member to take Parental Leave, as outlined within the clause, for a subsequent child occurring during the initial period of parental leave and clarifies the inter-relation between the two periods of leave (cl. 62.9);</li> <li>agreement to review the impact of any new changes of the Federal Governments Paid Parental Leave Scheme (cl. 62.10);</li> <li>a new provision has been included so that the entitlement to paid parental leave for a primary carer staff member who has worked varied hours prior to taking leave will be calculated based on average hours worked in the 12 months preceding the Parental Leave (cl. 62.15);</li> <li>staff members returning to work within their period of paid leave on a part-time basis can use any remaining unused paid parental leave to increase their service fraction (cl. 62.17(iii) ), thus “topping up” their pay to the rate they were on prior to commencing Parental Leave, subject to all paid Parental Leave being used within 52 weeks of the staff member commencing Parental Leave;</li> </ul>

		<ul style="list-style-type: none"> <li>the entitlements to Parental Leave for partners who become the Primary Carer and the way in which they will be applied have been clarified (cl. 62.18);</li> <li>keeping in touch provisions have been added to reflect the requirements within the <i>Fair Work Act</i> (cl. 62.22).</li> </ul>
63	Emergency Services Leave	This clause is identical to clause 62 in the 2010 General Staff Agreement.
64	Jurors Leave	This clause is identical to clause 63 in the 2010 General Staff Agreement.
65	Witness Leave	This clause is identical to clause 64 in the 2010 General Staff Agreement.
66	Leave Without Pay	This clause is identical to clause 65 in the 2010 General Staff Agreement.
67	Public Holidays	This clause is identical to clause 66 in the 2010 General Staff Agreement, other than a minor change to wording to more closely reflect the terminology of the Public Holidays Act 2010 (NSW).
68	University Holidays	<p>This clause is substantially similar to clause 67 of the 2010 General Staff Agreement apart from the following, which only applies to Security Services staff:</p> <ul style="list-style-type: none"> <li>should a University holiday occur on a staff member's rostered day off, the staff member(s) will be entitled to a day in lieu taken at a mutually convenient time. (cl. 68.4).</li> </ul>
69	Domestic Violence – Support for Staff Members	<p>This new clause provides staff members with practical support should they be subject to domestic violence, as defined within the clause. The key provisions of this clause include:</p> <ul style="list-style-type: none"> <li>a definition of 'domestic violence' based on relevant NSW legislation (cl. 69.1);</li> <li>capacity to introduce appropriate and reasonable measures, through discussions between the staff member and their supervisor, to mitigate any impact on the staff member's attendance or performance where these are affected by domestic violence (cl. 69.3);</li> <li>access to the University's Employee Assistance Program for a staff member and their</li> </ul>

		<p>immediate family members experiencing Domestic Violence. The University will meet reasonable costs in providing this support (cl. 69.4);</p> <ul style="list-style-type: none"> <li>• access to personal leave, flexible work arrangements and changes to work location, phone number, email address(cl. 69.5), with access to Leave Without Pay where paid leave has been exhausted (cl. 69.6);</li> <li>• access to Personal (Carers) leave for staff members supporting immediate family members experiencing domestic violence (cl. 69.7);</li> <li>• evidentiary requirements which staff members will need to provide in order to gain the support outlined in this clause (cl. 69.8).</li> </ul>
70	Defence Reserves Leave	<p>This new clause outlines the specific entitlements for continuing and fixed term staff who are Reservists in the Australian Defence Force and generally reflects existing University policy and practice. The main provisions are as follows:</p> <ul style="list-style-type: none"> <li>• entitlement of up to 14 full days paid leave each calendar year which does not accumulate from year to year to attend Defence services activities (pro-rata for part-time staff) (cls. 70.1(i), 70.4 &amp; 70.5);</li> <li>• an additional 14 days' paid leave in a staff member's first year of Defence Service to enable staff members to complete recruit and initial training (cl 70.1(ii) );</li> <li>• staff members may use Annual or Long Service Leave or Leave Without Pay for other periods of Defence Service (cl. 70.2 &amp; 70.3);</li> <li>• provision for the University to maintain employer superannuation contributions for staff members during Defence Service subject to the conditions set out in the clause (cl.70.6);</li> <li>• a requirement that a staff member provide evidence of the requirement to undertake Defence Service and its duration when applying for such leave (cl. 70.8).</li> </ul>

71	Representation	This clause is substantially the same as clause 68 in the 2010 General Staff Agreement, status of time spent on representation duties has been clarified by a new provision to the effect that time may be allocated in a staff member's workload in respect of representational activities (cl. 71.4);
72	Consultation	This clause remains substantially the same as clause 69 in the 2010 General Staff Agreement apart from the removal of reference to nominees from the Liquor, Hospitality and Miscellaneous Union (now the United Voice union) as members of the Professional Staff Consultative Committee, as that union is no longer party to the Agreement.
	[Review of HEW Classification & Pay Structures]	This clause, formerly clause 70 of the 2010 General Staff Agreement, has been removed from the 2014 Agreement as the review it provided for has been carried out.
73	Inquiry Officer	This clause is substantially the same as clause 71 in the 2010 General Staff Agreement apart from the inclusion of the Chief Operating Officer in the decision making framework and relevant processes.
74	Committee of Inquiry	This clause is substantially the same as clause 72 in the 2010 General Staff Agreement apart from the inclusion of the Chief Operating Officer in the decision making framework and relevant processes.
75	Dispute Resolution Procedure	This clause is substantially the same as clause 73 in the 2010 General Staff Agreement apart from minor editorial changes and the inclusion of a new provision (cl. 75.2) that clarifies the entitlement of staff member to representation (in accordance with clause 71) in the dispute resolution process and an amendment to cl. 75.4 allowing for a dispute to proceed directly to a Disputes Committee where both parties agree.
Schedule 1	Rates to be paid for Higher Education Workers	The schedule has been updated to show the rates of salary applicable during the life of the Agreement.  Note that in the table at item 1.1 of the Schedule, the number of steps at HEW 3 has been reduced to 4 by the amalgamation of the former steps 2 and 3 and former steps 4 and 5,

		<p>following the review of HEW Classification Structures. A note to the Schedule explains how this will be applied; by affected staff being moved to the salary step which is closest to but greater than the staff member's salary level under the 2010 Agreement.</p> <p>The title of the table at item 1.3 of the Schedule ("Security Supervisor") reflects the changed position title and classification for these positions arising from the review of Infrastructure and Facilities Services.</p> <p>The tables at item 1.2 (Security Officer HEW 3, 7 Day, 38 hour week) and 1.4 (Parking Officer, HEW 3, 5 day, 38 hour week) reflects the reduction of HEW 3's 6 salary steps to 4 following the review of Hew Classification structures as noted above.</p>
Schedule 2	Allowances	<p>The rates for allowances (other than Meal Allowance and Clothing &amp; Safety Equipment) set out in the Schedule take account of the increases that had occurred through the life of the 2010 Agreement and are inclusive of the first 1.5% increase under this Agreement.</p> <p>The rate for Meal Allowance has been adjusted to reflect CPI increases over the period from June 2010 to June 2014. Under the 2014 Agreement, Meal Allowance will be increased annually in line with CPI (Food &amp; non-alcoholic beverages).</p>
Schedule 3	The University of Newcastle Position Classification Descriptors	This Schedule is identical to Schedule 3 in the 2010 General Staff Agreement.
Schedule 4	Definition, Qualifications And Recognition Of Service For Learning Development Staff	This new schedule is included to reflect Learning Development Staff, previously covered by the 2010 Teachers Agreement, now falling within the scope of the 2014 Professional Staff Agreement following an Organisational Change process.