



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

The University of Newcastle
(AG2014/9875)

THE UNIVERSITY OF NEWCASTLE ACADEMIC STAFF ENTERPRISE AGREEMENT 2014

Educational services

COMMISSIONER MCKENNA

SYDNEY, 5 DECEMBER 2014

The University of Newcastle Academic Staff Enterprise Agreement 2014.

[1] An application has been made for approval of an enterprise agreement known as *The University of Newcastle Academic Staff Enterprise Agreement 2014* (“the Agreement”). The application has been made by The University of Newcastle (“the applicant”) pursuant to s.185 of the *Fair Work Act 2009* (“the Act”). The Agreement is a single-enterprise agreement.

[2] I am satisfied that each of the requirements of ss.186, 187 and 188 of the Act relevant to this application for approval has been met. The applicant has provided written undertakings addressing miscellaneous matters. The views of the individual employee bargaining representative were sought in relation to the undertakings, and he indicated his concurrence. A copy of the undertakings is attached to this decision and marked “Annexure A”. I note that, under s.191 of the Act, the undertakings are taken to be terms of the Agreement.

[3] The National Tertiary Education Industry Union concurs with the undertakings and has given notice under s.183 of the Act that it wishes to be covered by the Agreement. In accordance with s.201(2) of the Act, I note that the Agreement covers the organisation.

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from seven days after the issuing of this decision. The nominal expiry date is 30 June 2017.



COMMISSIONER

Annexure A

**SHARON CHAMPNESS
DIRECTOR, PEOPLE AND WORKFORCE STRATEGY**

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4 December 2014

Mr Myles Vincent
Associate to Commissioner McKenna
Fair Work Commission
80 William St
EAST SYDNEY NSW 2010

Dear Mr Vincent

**MATTER No AG 2014/9875 - APPLICATION FOR APPROVAL OF THE UNIVERSITY OF
NEWCASTLE ACADEMIC STAFF ENTERPRISE AGREEMENT 2014
UNDERTAKING UNDER s190 OF THE FAIR WORK ACT 2009**

The University of Newcastle ["the University"] gives the following undertakings which shall apply while the above Agreement is in operation:

Clause 7.10(iii): Probation

The University provides the following undertaking:

Where employment is not confirmed at the end of a probationary period in accordance with Clause 7.10, and where Clause 7.10(iii) provides for payment which is lower than the NES requires, the staff member will be given notice or payment in lieu in accordance with the NES in satisfaction of the staff member's entitlement under both the NES and Clause 7.10(iii).

Clause 17: Managing Change

The University provides the following undertaking:

For the purpose of consultation about the change process in accordance with Clause 17 – Organisational Change, a staff member may be represented in accordance with Clause 52 of this Agreement.

Clause 56: Dispute Resolution

The University provides the following undertaking:

In relation to Clause 56.3, a staff member may be represented in accordance with Clause 52 of this Agreement.

Yours sincerely

A handwritten signature in black ink, appearing to read 'S. Champness', written in a cursive style.

Sharon Champness
Director
People and Workforce Strategy
Human Resource Services

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 this agreement.

THE UNIVERSITY OF NEWCASTLE

ACADEMIC STAFF ENTERPRISE AGREEMENT

2014

This Agreement takes effect from 12 December 2014

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PART A: SCOPE OF THE AGREEMENT**1.0 APPLICATION**

1.1 This Agreement will be known as the University of Newcastle Academic Staff Enterprise Agreement 2014.

1.2 This Agreement is binding upon:

- (i) All staff employed as Academic Staff by the University, provided that the Agreement will not apply to the Vice-Chancellor, the Deputy Vice-Chancellors and the Pro Vice-Chancellors or the Academic Staff appointed as Heads of School after the date this Agreement takes effect while they hold that appointment; and
- (ii) The University of Newcastle;

1.3 This Agreement has been negotiated between and applies to:

- (i) The University of Newcastle; and
- (ii) Members of Academic Staff; and
- (iii) 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 June 2017.

[Note: This Agreement was approved by the Fair Work Commission on 5 December 2014 and accordingly takes effect from 12 December 2014].

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. 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 Academic Staff Consultative Committee on policy and guideline development that affects the working conditions of staff, and apply policies in a fair and consistent manner.

2.5 The parties to this Agreement will commence negotiations for a replacement Agreement no later than three months before the expiry of this Agreement. This will include discussions on scheduling and resourcing.

2.6 If any of the parties referred to in Clause 1.3 had, prior to the date this Agreement comes into force, commenced a process under any of the clauses of the University of Newcastle Academic Staff Enterprise Agreement 2010 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 2010 Agreement. The relevant clauses of the University of Newcastle Academic Staff Enterprise Agreement 2010 and their equivalents in this Agreement are as follows:

<i>University of Newcastle Academic Staff Enterprise Agreement 2010</i>		<i>University of Newcastle Academic Staff Enterprise Agreement 2014</i>	
7	Probation	7	Probation
9	Performance Concerns	9	Performance Concerns
10	Unsatisfactory Performance	10	Unsatisfactory Performance
11	Misconduct/Serious Misconduct	11	Misconduct/Serious Misconduct
16	Organisational Change	17	Organisational Change
17	Voluntary Separation, Redeployment and Retrenchment	18	Voluntary Separation, Redeployment and Retrenchment
18	Abandonment of Employment	20	Abandonment of Employment
20	Incapacity	21	Incapacity
48	Inquiry Officer	54	Inquiry Officer
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3.0 DEFINITIONS

In this Agreement the following definitions will apply:

- 3.1 “**Agreement**” means The University of Newcastle Academic Staff Enterprise Agreement 2014.
- 3.2 “**AOU**” means Academic Organisational Unit.
- 3.3 “**Consultation**” means a process in which the University, staff and where they choose their representative(s), have the time and opportunity to exchange information about a matter or issue, provide relevant documents and details, hold discussions to explain their points of view, and genuinely understand the respective views in the decision making process, but does not include the need to reach agreement.
- 3.4 “**Deputy Vice-Chancellor**” means Head of Division.
- 3.5 “**Pro Vice-Chancellor**” means Head of Faculty.
- 3.6 “**Head of School / Director**” means the Head of an Organisational Unit.
- 3.7 “**Staff member**” means an academic staff member of the University of Newcastle.
- 3.8 “**Supervisor**” means a person with line management responsibility for a staff member.
- 3.9 “**The Union**” means The National Tertiary Education Industry Union.
- 3.10 “**The University**” means The University of Newcastle.

4.0 FLEXIBILITY

- 4.1 The University and a staff member covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of the following terms of the Agreement.
- (i) Annual Leave – Clause 39 to allow a staff member to purchase up to 8 weeks annual leave in addition to the normal 4 weeks annual leave per year so that the staff member will work a reduced number of weeks over a 12 month period with a proportionate reduction in the total salary rate for the 12 month period.

Provided that:

- (a) the arrangement meets the genuine needs of the University and staff member; and
- (b) the arrangement is genuinely agreed to by the University and the staff member.
- 4.2 Any flexibility arrangement agreed to under this clause must:
- (i) be about matters that would be permitted matters if the arrangement were in an Enterprise Agreement; and
- (ii) not include a term that would be an unlawful term if the arrangement were in an Enterprise Agreement.
- 4.3 The University must ensure that any individual flexibility arrangement agreed to between a staff member and the University will result in the staff member being better off overall than the staff member would have been if no individual flexibility arrangement was made.
- 4.4 A flexibility arrangement may be terminated by either the staff member or the University by:
- (i) giving written notice of not more than 28 days; or
- (ii) at any time, if the University and staff member agree in writing to the termination.
- 4.5 Any individual flexibility arrangement agreed to must:
- (i) be in writing, name the University and the staff member and be signed by the staff member and the University; and
- (ii) be signed by the parent or guardian of the staff member if the staff member is under 18;
- (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: PERFORMANCE AND CONDUCT**6.0 PERFORMANCE REVIEW AND DEVELOPMENT (PRD)**

- 6.1 The University will promote a Performance Review and Development process that:
- (i) aligns each staff member's endeavours with operational and strategic objectives;
 - (ii) provides an ongoing opportunity for dialogue, confidential discussions and feedback between a staff member and their supervisor;
 - (iii) identifies and facilitates individual staff development to maintain and improve skills, enhance career opportunities, and promote organisational performance;
 - (iv) promotes resolution of performance concerns;
 - (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 supervisor who will be required to undertake appropriate training.
- 6.3 A PRD Supervisor may delegate a PRD Mentor to carry out PRD. The PRD Mentor will report to the PRD Supervisor.
- 6.4 A staff member may make a request to the appropriate Pro Vice-Chancellor for the nomination of an alternative PRD Supervisor or PRD Mentor, stating the reasons for that request. Where such a request is declined the staff member will be provided with reasons for the decision in writing.
- 6.5 The PRD supervisor or PRD Mentor, where delegated, and the staff member have joint responsibility for the mutual development of a Performance and Development Plan, which includes:
- (i) planning and goal setting;
 - (ii) performance feedback;
 - (iii) review of achievements and the effectiveness of development activities previously undertaken.
- 6.6 Performance and Development Plans will have regard to the staff member's level of appointment, the University of Newcastle Position Classification Standards, the University's strategic objectives and workload.
- 6.7 Performance feedback will include student feedback on teaching from at least one course per year for which the staff member has had some responsibility for teaching, as agreed with the academic supervisor. Student feedback should not be used as the sole measure of teaching performance unless systematic and sustained poor teaching has been evidenced over multiple teaching semesters or trimesters and there have been previous developmental interventions and strategies put in place to address any identified concerns which have not resolved the issue.
- 6.8 A mentor may be used to encourage the development and performance of the staff member. This is a developmental role distinct from the PRD Mentor role.
- 6.9 PRD information may be accessed by the supervisor's manager for the purposes of career planning and development, performance management and to ensure the effective use of PRD.
- 6.10 Performance Review and Development operates in association with, but separate to:
- (i) Promotion - Clause 8;
 - (ii) Performance Concerns – Clause 9;
 - (ii) Unsatisfactory Performance – Clause 10;

- (iii) Staff Development - Clause 15;
- (iv) Academic Workload - Clause 35; and
- (v) Probation – Clause 7.

7.0 PROBATION

7.1 Staff members, other than casual staff members, may be engaged subject to a reasonable probationary period that is directly related to the nature of the work to be carried out and the nature of the employment in the following circumstances:

- (i) in their first appointment; or
- (ii) if a staff member was previously employed in a different role to that of their first continuing appointment.

7.2 Staff members may be subject to a probationary period of:

- (i) up to 3 years for continuing positions. This period may be extended for a maximum of 2 periods of 1 year; or
- (ii) up to 1/3 of the term of a fixed term contract for fixed term positions. This period may be extended for a maximum of 6 months.

7.3 The performance of probationary staff will be subject to ongoing assessment throughout the probationary period using the PRD process. This assessment will be directly related to their work as defined by the terms of probation, the position description, the University of Newcastle Position Classification Standards and compliance with University Policies and Codes of Conduct.

7.4 Probationary staff will be provided with periodic counselling to confirm progress or identify difficulties and develop strategies for resolution, including relevant staff development.

7.5 Prior to the end of the probationary period, the Head of School and Pro Vice-Chancellor will meet with the staff member as part of a probationary review to discuss the staff member's performance and any significant concerns. The staff member will have an opportunity to respond.

7.6 The staff member will be provided with a copy of the probationary review report. The staff member will have 5 working days to respond and/or provide additional information in relation to the probationary review report.

7.7 Following receipt of the probationary review report and the response from the staff member, the Pro Vice-Chancellor will make a recommendation to the Director, People and Workforce Strategy that:

- (i) the appointment be confirmed;
- (ii) the probationary period be extended for a nominated period; or
- (iii) the appointment be terminated.

The Director, People and Workforce Strategy will review the recommendation and seek further details if necessary.

7.8 The staff member will be advised in writing by the Director, People and Workforce Strategy of a decision to confirm appointment, or of a recommendation to extend the probationary period, or to terminate the appointment, including reasons for the recommendation.

7.9 The staff member may make a request in writing to the Director, People and Workforce Strategy for a review, in accordance with Committee of Inquiry – Clause 55, of a recommendation that the probation period be extended or the appointment terminated. Such a request must be made within 5 days of the written advice being provided by the Director, People and Workforce Strategy.

Note: The following sub-clause is subject to an undertaking required by the Fair Work Commission to be given by the University. See sub-paragraph 1 in the letter dated 4 December 2014 attached to this Agreement.

7.10 The appropriate Deputy Vice-Chancellor will consider the Pro Vice-Chancellor's recommendation, any supplementary information provided by the staff member and/or any report arising from a review from the Committee of Inquiry 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.

7.11 The appropriate Deputy Vice-Chancellor will inform the staff member of the decision in writing. This decision will be final.

8.0 PROMOTION

8.1 The University acknowledges the critical importance of career progression to the effective and efficient operation of the University and for the recognition of its staff. Promotion should be informed by the Performance Review and Development process.

8.2 A staff member is entitled to apply for promotion on the basis of merit.

8.3 The University will establish a committee that will make a recommendation in relation to each application for determination by the Deputy Vice-Chancellor (Academic). Where the Deputy Vice-Chancellor (Academic) does not agree with the recommendations of the Committee, the Deputy Vice-Chancellor (Academic) will give written reasons for the determination to the affected applicants.

8.4 Where an application for promotion is unsuccessful the staff member will be provided with feedback in relation to the academic activities requiring further development and ways to address these development needs.

8.5 A staff member will have the right to appeal regarding the procedures which led to a determination by the Deputy Vice Chancellor (Academic) under Clause 8.3.

8.6 An appeal will be determined by a Promotions Appeal Committee of the Vice Chancellor comprising:

- (i) Vice Chancellor (or nominee) as chair
- (ii) A member of the Academic Senate
- (iii) A member of the academic staff from a pool of staff nominated by staff representatives on the Academic Staff Consultative Committee and;
- (iv) Two members of academic staff appointed by the Vice-Chancellor.

9.0 PERFORMANCE CONCERNS

9.1 On identification of concerns about a staff member's performance, the supervisor and staff member will meet to:

- (i) specify and discuss those concerns, taking into account relevant factors;
- (ii) attempt to resolve the matters of concern through measures such as guidance, counselling, development and work allocation; and
- (iii) discuss and set the timeframe within which concerns are to be addressed.

10.0 UNSATISFACTORY PERFORMANCE

10.1 For the purposes of this clause:

“Unsatisfactory Performance” means a persistent and/or serious failure of the staff member to perform work which would be reasonably required having regard to:

- (i) the nature and purpose of the position; and
- (ii) the level of classification.

10.2 Where action has been taken under Performance Concerns – Clause 9, and the supervisor is of the opinion that the performance of the staff member is unsatisfactory, the supervisor will meet with the staff member and discuss:

- (i) the details of the unsatisfactory performance;
- (ii) any mitigating circumstances or alternative views;
- (iii) the improvement required;
- (iv) activities designed to assist in improving performance (where appropriate);
- (v) the time within which reasonable improvement is to be achieved and maintained; and
- (vi) the potential consequences of continued unsatisfactory performance, which may include disciplinary action under Disciplinary Action – Clause 12.

10.3 A written record of the discussion and the measures to address the unsatisfactory performance will be made and a copy supplied to the staff member.

10.4 Where the processes referred to above have not produced the required performance improvement(s), the supervisor will make a report in writing addressing the issues identified in Clause 10.2. The report will also include evidence and a record of the measures taken to remedy the unsatisfactory performance.

10.5 A copy of the report is to be provided to the staff member and the relevant Pro Vice-Chancellor/Director. Within 10 working days of receiving the report, unless there are exceptional circumstances to extend such time, the staff member may choose to:

- (i) respond in writing to the report ; and/or
- (ii) meet with the Pro Vice-Chancellor/Director to discuss the response and/or provide any further information.

Where the staff member is of the view that there are exceptional circumstances a staff member may submit a request to the Director People Workforce and Strategy for an extension of time. The request must be made within the 10 day period and explain the reasons why the extension is required.

10.6 The Pro Vice-Chancellor/Director, after taking into account the supervisor’s report and any response provided by the staff member, will advise the staff member in writing of the decision to:

- (i) take no further action; or
- (ii) refer the matter back to the supervisor for a further review period; or
- (iii) recommend to the relevant Deputy Vice-Chancellor that disciplinary action be taken in accordance with Disciplinary Action – Clause 12.

10.7 Where the Pro-Vice Chancellor/ Director refers the matter under Clause 10.6 (iii), the staff member may request that the relevant Deputy Vice-Chancellor refer the matter to a Committee of Inquiry under Clause 55. Such a request must be made within 5 working days of receiving the Pro-Vice Chancellor/Director’s written advice.

10.8 If the matter is referred to the Deputy Vice-Chancellor under Clause 10.6 (iii), the appropriate Deputy Vice-Chancellor will take into account:

- (i) the supervisor’s report and supporting materials;

- (ii) the staff member's response to the supervisor's report;
- (iii) the Pro Vice-Chancellors'/Directors' recommendation under Clause 10.6 (iii); and, if applicable
- (iv) any findings and recommendations of the Committee of Inquiry under Clause 55.

The appropriate Deputy Vice-Chancellor will make a determination in relation to Disciplinary Action - Clause 12 and advise the staff member in writing of the decision.

10.9 Throughout this process, performance issues will be dealt with in a timely manner.

11.0 MISCONDUCT/SERIOUS MISCONDUCT

11.1 For the purpose of this clause:

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

11.1.2 **"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.

11.1.3 Serious misconduct includes:

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

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

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

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

- (i) notify the staff member of the allegations in writing and in sufficient detail to enable the staff member to understand the precise nature of the allegations and to properly consider and respond to them; and require the staff member to submit a written response within 10 working days unless, where required, the matter has been referred to an external body; or
 - (ii) where required, refer the matter to an external body with the appropriate jurisdiction to deal with the matter and in such cases, inform the staff member in writing at the time of such referral.
- 11.4 At any time after an allegation of misconduct/serious misconduct has been received by the appropriate Deputy Vice-Chancellor, the Deputy Vice-Chancellor may suspend the staff member on full pay, or may suspend the staff member without pay if the Deputy Vice-Chancellor is of the view that the alleged conduct amounts to serious misconduct such that it would be unreasonable to require the University to continue employment during a period of notice. Provided that:
- (i) where the suspension without pay occurs at a time when the staff member is on paid leave of absence, the staff member will continue to receive salary for the period of leave of absence;
 - (ii) the staff member may engage in paid employment or draw on any annual leave or long service leave credits for the duration of the suspension without pay;
 - (iii) the Deputy Vice-Chancellor may at any time direct that salary be paid on the ground of hardship;
 - (iv) any lost salary and other entitlements will be reimbursed if it is ultimately determined that dismissal is not warranted.
- 11.5 During any period of suspension the staff member may be excluded from the University, provided that they will be permitted reasonable access to the University for the preparation of their case and to collect personal property.
- 11.6 If the allegations are admitted in full by the staff member, or if the staff member has not responded to the allegations, and the appropriate Deputy Vice-Chancellor is of the view that the conduct amounts to misconduct or serious misconduct, the Deputy Vice-Chancellor 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.
- 11.7 If the allegation is denied in part or in full, the appropriate Deputy Vice-Chancellor will refer the matter to a Committee of Inquiry under Clause 55, unless they decide to take no further action, or may counsel or censure the staff member for unsatisfactory behaviour and take no other action.
- 11.8 Any Committee of Inquiry report or findings of an external body in accordance with Clause 11.3 (ii) will be considered by the Deputy Vice-Chancellor, 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 advise the staff member of the disciplinary action to be taken in accordance with Disciplinary Action - Clause 12.
- 12.0 DISCIPLINARY ACTION**
- 12.1 Decisions to discipline a staff member may result from:
- (i) Unsatisfactory Performance - Clause 10; or
 - (ii) Misconduct / Serious Misconduct - Clause 11.
- 12.2 The decision to take disciplinary action is made by the Vice-Chancellor or appropriate Deputy Vice-Chancellor. Disciplinary action means any one or combination of the following:
- (i) counselling; and/or

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

12.3 In cases involving misconduct not amounting to serious misconduct, disciplinary action will be limited to the scope of Clause 12.2 (i) – (v).

13.0 STAFF REPORTS

13.1 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.

PART C: PROFESSIONAL DEVELOPMENT

14.0 INDUCTION

14.1 The University will have an induction program for new staff and provide access to relevant information and staff support sites.

15.0 STAFF DEVELOPMENT

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

Transitional Doctoral Program

15.2 Over the life of the Agreement, the University will select up to 10 academic staff members each year for the Transitional Doctoral Program.

15.3 The program will be of 3 years duration.

15.4 Eligibility to apply will be restricted to continuing academic staff members who are seeking to complete the requirements of a PhD award.

15.5 Program participants will be provided with mentor support and 20 % workload relief to achieve a balance between the demands of their appointment and progress towards successful completion of their candidature. In doing so, a balance should be provided between research expectations and a teaching load to achieve the strategic directions of the University.

Special Studies Program (SSP)

15.6 The University will offer eligible academic staff the opportunity to undertake a program of study consistent with their role and responsibilities at the University in accordance with the Special Studies Program Policy and Procedure. Generally a Special Studies Program will be for a minimum of 2 months and for a maximum of 6 months.

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

16.0 STUDY LEAVE, EXAMINATION LEAVE AND REIMBURSEMENT OF FEES

16.1 The University may grant study leave and/or examination leave and/or reimbursement of fees for a program of study relevant to the staff member's employment and of benefit to the University.

- 16.2 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.
- 16.3 Study leave is to be taken during working hours and is for the purpose of enabling the staff member to meet program requirements.

Provisions for Study Leave, Examination Leave and Travel Time

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

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

- 16.5 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.
- 16.6 A staff member may seek a review of a decision regarding study leave and/or examination leave and/or reimbursement of fees from the appropriate Deputy Vice Chancellor, or nominee.
- 16.7 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.

PART D: MANAGING CHANGE

Note: The following clause is subject to an undertaking required by the Fair Work Commission to be given by the University. See sub-paragraph 2 in the letter dated 4 December 2014 attached to this Agreement.

17.0 ORGANISATIONAL CHANGE

- 17.1 Where workplace change is being considered, the University will consult with and provide relevant information to affected staff, including staff on extended periods of leave, in order to work towards mutually acceptable solutions and/or alternatives. Where the workplace change is significant or where staff have concerns regarding the change, consultation will include the Union(s).
- 17.2 Should mutually acceptable solutions or alternatives not be achieved and where the University is considering workplace change that is likely to have a significant effect on staff, such as:
- (i) the termination of the employment of staff members; or
 - (ii) major change to the composition, operation or size of the University's workforce or to the skills required of staff members; or
 - (iii) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (iv) the alteration of hours of work; or
 - (v) the need to retrain staff members; or
 - (vi) the need to relocate staff members to another workplace; or
 - (vii) the restructuring of jobs.
- the following will apply:
- (a) The management of workplace change will be conducted objectively and transparently according to an appropriate timeframe.
 - (b) The University will give prompt and genuine consideration to matters raised by staff and the Unions in relation to the proposed changes.
 - (c) 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.
- 17.3 Where change is being considered by the University and that change is likely to have a significant effect on one staff member only, the University will discuss the proposed change directly with the staff member and Union representative(s). 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 and Union representative(s) to give their views about the impact of the change, in lieu of the processes in Clauses 17.4 to 17.11 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.
- 17.4 The University will draft a Consultation Paper to facilitate consultation with, and provision of information to, affected staff and the Unions. 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.
- 17.5 The University will meet with affected staff and the Union(s) to discuss the Consultation Paper.
- 17.6 The Consultation Paper will be placed on the University website and staff and the Union(s) will be given the opportunity to provide comments, recommendations and submissions.

- 17.7 The University will consider the comments, recommendations and submissions and provide feedback to the staff member(s) and the Union(s).
- 17.8 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 17.9.
- 17.9 The University will prepare a formal Proposal which includes the details specified in Clause 17.4 above and the outcome of any consultations.
- 17.10 The University will forward the Proposal to affected staff and the Union(s). The Proposal will also be published on the University website.
- 17.11 The Proposal and any recommendations will be forwarded to the Vice-Chancellor for consideration and determination.

18.0 VOLUNTARY SEPARATION, REDEPLOYMENT AND RETRENCHMENT

18.1 Voluntary Separation

18.1.1 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.

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

18.1.3 The staff member will have a period of 4 weeks from the date of the notice in Clause 18.1.2 within which to elect to do one of the following:

- (i) accept a voluntary separation package, to be taken up within a period of 2 weeks, comprising:
 - (a) 26 weeks salary; plus
 - (b) 2 weeks' salary for each completed year of service at the University to a maximum of 52 weeks; and
 - (c) a 20% loading on the above combined total; and
 - (d) statutory entitlements; or,
- (ii) seek redeployment within the University and remain as a detached staff member for a period of up to 52 weeks. The date of commencement of the 52 week period is the date of notification of becoming a detached staff member. The staff member will be provided with support as described in Clause 18. 2. The staff member will not be eligible for the career transition support described in Clause 18.3; or
- (iii) seek employment outside the University and remain as a detached staff member for a period of up to 16 weeks. The date of commencement of the 16 week period is the date of notification of becoming a detached staff member. The staff member will be provided with support, including career transition support described in Clause 18.3.

18.1.4 If the staff member has not taken one of the options outlined in Clause 18.1.3 above they will be deemed to have chosen the option in Clause 18.1.3 (ii).

18.2 Redeployment within the University [Option in Clause 18.1.3.ii]

18.2.1 A staff member who has elected the option in Clause 18.1.3 (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.

- 18.2.2 The salary of a detached staff member will be maintained during the period of redeployment.
- 18.2.3 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 18.1.3 (ii), they will receive salary maintenance for a period of 52 weeks from the date of detachment.
- 18.2.4 The University will allocate suitable work to the detached staff member during the displacement period. Wherever possible, a detached staff member will continue to work at the same work value level during the period of displacement/redeployment.
- 18.2.5 Staff members who elect to be redeployed in accordance with Clause 18.1.3 (ii) may at a later date elect to separate at any time during the 52 week period mentioned in Clause 18.1.3 (ii) above. Such staff members will receive a separation payment comprising:
- (i) 26 weeks salary; plus
 - (ii) 2 weeks' salary for each completed year of service at the University to a maximum of 52 weeks; and
 - (iii) statutory entitlements.
- 18.2.6 During the redeployment period, the staff member will be provided with training and development where additional skills are required, subject to approval by the Director, People and Workforce Strategy, and:
- (i) may take reasonable time to attend job interviews and undertake job search; and/or
 - (ii) may have reasonable time to attend and be provided with financial and personal counselling; and/or
 - (iii) be provided with assistance, wherever practical, by Human Resource Services.
- 18.2.7 Where a staff member has chosen to exercise the right of preference of employment in Clause 18.2.1 and applies for a position, a Selection Committee will determine the suitability of the applicant for redeployment to the position on the basis of the selection criteria. The Committee will recommend one of the following options:
- (i) that the position be offered to the staff member (or the preferred applicant where more than 1 detached staff member applies). The Committee may decide the applicant should be given 3 months appropriate training to adapt skills to the position;
 - (ii) redeployment for a trial period of 3 months, with training where the applicant lacks relevant and related experience in a similar work field. The line manager will review the redeployment at the end of 3 months and either confirm the appointment (with further training if deemed necessary) or, if either the manager or the staff member considers the trial is unsuccessful, discuss further options for redeployment with the staff member; and/or
 - (iii) that any or all of the applicants are not suitable for redeployment to the available position.
- 18.2.8 In relation to Clause 18.2.7 (iii), staff not successful in being redeployed to an available position will have access to the Inquiry Officer procedure - Clause 54.

18.3 Seek Employment Outside the University and Career Transition Assistance [Option in Clause 18 1.3 (iii)]

- 18.3.1 A staff member who has elected the option in Clause 18.1.3 (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.

- 18.3.2 The salary of a detached staff member will be maintained during the period of detachment.
- 18.3.3 Wherever possible, the University will endeavour to redeploy staff into a position equal to the staff member's substantive position at the time they were declared detached. Where a staff member accepts redeployment to a lower level position prior to the conclusion of the redeployment period in Clause 18.1.3 (iii), they will receive salary maintenance for a period of 52 weeks from the date of detachment.
- 18.3.4 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.
- 18.3.5 If a staff member elects to seek employment outside the University in accordance with Clause 18.1.3 (iii), they may, at a later date elect to be made redundant at any time during the 16 week period mentioned in Clause 18.1.3 (iii) above. Such staff members will receive a separation payment comprising:
- (i) 26 weeks salary; plus
 - (ii) 2 weeks' salary for each completed year of service at the University to a maximum of 52 weeks; and
 - (iii) statutory entitlements.

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

- 18.3.6 Where a staff member has chosen to exercise the right of preference of employment for a particular position in reference to Clause 18.3.1, 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.
- 18.3.7 In relation to Clause 18.3.6 (iii), staff not successful in being redeployed to an available position will have access to the Inquiry Officer procedure - Clause 54.
- 18.3.8 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 a comprehensive suite of career transition assistance to support the detached staff member to obtain employment either with the University or another employer. This includes the opportunity for the detached staff member to work with a specialist career transition provider to develop an individual career transition plan which may include the following items:
 - (a) financial planning;

- (b) retraining;
- (c) relocation support;
- (d) resume preparation;
- (e) job search assistance;
- (f) small business planning; and
- (g) personal counselling.

18.3.9 The career transition plan will be developed within the following guidelines:

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

18.4 Retrenchment

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

(i) **Notice**

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

(ii) **Severance**

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

Continuous Period of Service	Severance
At least 6 years but less than 7 years	11 weeks pay
At least 7 years but less than 8 years	13 weeks pay
At least 8 years but less than 9 years	14 weeks pay
At least 9 years but less than 10 years	16 weeks pay
At least 10 years	12 weeks

provided that:

- (a) the period of notice will be increased by 1 week if the staff member is over 45 years old and has completed at least 2 years of continuous service with the University; and
- (b) a greater period of notice, or payment instead of notice, will be given if specified in the staff member's contract of employment.

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

- (i) a further offer of redeployment and/or training and development; or
- (ii) the immediate provision of a separation package as outlined in Clause 18.4.1.

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

PART E: SEPARATION FROM EMPLOYMENT

19.0 RESIGNATION AND TERMINATION

Resignation

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

- (i) the appropriate period of written notice as provided in the table below; or

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

- (ii) such notice as is sufficient for the staff member to complete their existing teaching commitments.

whichever is the greater.

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

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

Termination

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

- (i) Probation - Clause 7;
- (ii) Unsatisfactory Performance - Clause 10;
- (iii) Misconduct / Serious Misconduct - Clause 11;
- (iv) Disciplinary Action - Clause 12;
- (vi) Voluntary Separation, Redeployment and Retrenchment - Clause 18;
- (vi) Abandonment of Employment – Clause 20; and
- (vii) Incapacity - Clause 21.

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

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

- 19.6 If the staff member is over 45 years old at the time of the notice and has completed at least 2 years of continuous service with the University, the staff member will receive an additional 1 week's notice or payment in lieu.
- 19.7 The notice periods at Clauses 19.5 and 19.6 do not apply to a staff member who is terminated on the grounds of serious misconduct, where termination will be without notice and/or payment in lieu.
- 19.8 The employment of a casual staff member may be terminated by the University by the giving of 1 hour's notice or the minimum period of engagement (whichever is the greater), or payment in lieu of notice.
- 19.9 A casual staff member employed engaged for 12 weeks or more, will be given 2 weeks notice, or payment in lieu of such notice, should the University wish to terminate the employment.

20.0 ABANDONMENT OF EMPLOYMENT

- 20.1 Where a staff member has been absent from duty for a continuous period of 5 working days without advice to their supervisor or the approval of the University, the following will apply:
- (i) The University will make reasonable attempts to contact the staff member (including a registered letter), using their most currently available contact details, requiring the staff member to provide an explanation for the absence.
 - (ii) The staff member will be on unauthorised leave without pay for the period of the absence.

- (iii) If there was reasonable cause for the absence, the staff member may apply for an appropriate form of leave to cover the absence.
- (iv) If the staff member does not establish to the satisfaction of the appropriate Deputy Vice-Chancellor that there was a reasonable cause for the absence, and the staff member seeks to resume duty, the matter may be dealt with as possible misconduct under Misconduct/Serious Misconduct – Clause 11.
- (v) If the staff member fails to respond within 10 working days of the date of the registered letter under Clause 20.1 (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.

21.0 INCAPACITY

- 21.1 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.
- 21.2 Where issues of incapacity cannot reasonably be resolved under Clause 21.1, 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.
- 21.3 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.
- 21.4 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 21.2 will lapse and, subject to Clause 21.5, no further action will be taken under this clause.
- 21.5 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 21.2 and then proceed in accordance with the remainder of this clause.
- 21.6 A copy of the medical report made by the medical practitioner required under Clause 21.2 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.
- 21.7 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 21.6), 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.
- 21.8 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 21.6, the staff member may, within 10 working days of receipt of the medical report, request a review of the medical report.

- 21.9 The review of the medical report will be conducted by an independent medical practitioner with the relevant area of expertise, agreed upon by both the University and the staff member or their representative. If the parties are unable to agree on a suitable medical practitioner, then the University will request the President of the New South Wales branch of the Australian Medical Association to nominate a suitable medical practitioner to carry out the review.
- 21.10 If the review under Clause 21.9 indicates that the staff member is able to resume duty within 6 months from the date of the initial report referred to in Clause 21.6, action will be taken in accordance with Clause 21.7.
- 21.11 If a review of the medical report is not requested by the staff member or if the review confirms the findings concerning incapacity to resume duty, the Vice-Chancellor may notify the staff member, of the decision to terminate their employment by reason of incapacity. The notice of termination due to incapacity, or pay instead of notice, will be 6 months.
- 21.12 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.
- 21.13 The provisions of this clause do not override New South Wales Workers Compensation legislation.
- 21.14 If any action in accordance with Clause 21.7 would result in the staff member being unable to access permanent disability benefits through their superannuation scheme under circumstances where the superannuation scheme had determined that the staff member would be fit to return to employment within 12 months, the period of employment from the commencement of action under this clause to action taken under Clause 21.7 will be extended to 12 months.

PART F: WORKING ENVIRONMENT

22.0 INTELLECTUAL PROPERTY RIGHTS

- 22.1 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.
- 22.2 Nothing in this clause prevents a staff member from entering into a commercial agreement with the University.
- 22.3 Disputes regarding intellectual property rights may be referred to the Inquiry Officer – Clause 54.
- 22.4 Nothing in this clause will be construed as excluding the jurisdiction of any external body competent to deal with intellectual property rights.

23.0 INTELLECTUAL FREEDOM

- 23.1 The parties to the Agreement are committed to act in a manner consistent with the protection and promotion of intellectual freedom within the University.
- 23.2 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.

- 23.3 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.
- 23.4 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.
- 23.5 The University will encourage staff to participate in governance of the institution. The University is committed to operating in a transparent manner.
- 24.0 EQUITY AND EQUAL EMPLOYMENT OPPORTUNITY**
- 24.1 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.
- 25.0 WORK HEALTH AND SAFETY**
- 25.1 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.
- 25.2 Concerns regarding work health and safety may be resolved by reference to 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 56.
- 25.3 The University will provide a program, incorporating the principle of reasonable adjustment, to support injured/ill staff members to return to the workplace.
- 25.4 Nothing in this clause will be construed as excluding the jurisdiction of any external body competent to deal with work health and safety matters.
- 26.0 MENTAL HEALTH AND WELL-BEING**
- 26.1 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.
- 26.2 The University will consult with staff members on strategies related to work health, including consultation on the development of mental health initiatives.
- 26.3 To assist in meeting this objective, the University will invite a staff member representative the NTEU to participate in the Psychological Health Working Party as part of the UON Healthy University initiative.
- 27.0 DISCRIMINATION, HARASSMENT, BULLYING AND VICTIMISATION**
- 27.1 The University is committed to preventing and eliminating all forms of unlawful discrimination and harassment.
- 27.2 The University will comply with its obligations under the Federal and NSW legislation relating to discrimination.
- 27.3 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.
- 27.4 In the event of alleged discrimination, harassment, bullying or victimisation, a staff member or their representative may refer the matter to the University's Complaints Procedure or notify a dispute under Dispute Resolution Procedure - Clause 56.
- 27.5 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.

28.0 STAFF COUNSELLING AND ASSISTANCE

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

29.0 COMPENSATION FOR LOSS OF PERSONAL PROPERTY

- 29.1 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.
- 29.2 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.
- 29.3 This clause will not apply where a staff member is entitled to compensation for such damage under the relevant Workers' Compensation legislation.

30.0 ENVIRONMENTAL SUSTAINABILITY

- 30.1 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.
- 30.2 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.
- 30.3 Staff members will be consulted and have the opportunity to have input into the development of initiatives to promote environmental sustainability including through the engagement of the Academic Staff Consultative Committee with members of the University's Environment Sustainability Committee.

PART G: REMUNERATION ARRANGEMENTS**31.0 SALARY**

- 31.1 This Agreement provides for the following salary increases for all staff covered by this Agreement:
- | | |
|------|---|
| 2014 | 1.5% from the start of the first pay period commencing on or after 31 March |
| 2014 | 1.5% from the start of the first pay period commencing on or after 30 September |
| 2015 | 3% from the start of the first pay period commencing on or after 31 March |
| 2016 | 3% from the start of the first pay period commencing on or after 31 March |
| 2017 | 3% from the start of the first pay period commencing on or after 31 March |
- 31.2 Salaries, allowances and casual rates will be paid in accordance with Schedule 1 - Rates and Allowances.
- 31.3 Continuing, contingent and fixed-term staff will progress incrementally through their pay scale on an annual basis, subject to satisfactory performance.

32.0 SALARY PACKAGING

- 32.1 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.
- 32.2 The University will consult with the Academic Staff Consultative Committee on salary packaging opportunities as they arise.

33.0 SUPERANNUATION

- 33.1 The University will maintain the current employer contributions and arrangements for superannuation that are in effect as at the date of lodgment of this Agreement with the Fair Work Commission subject to those arrangements being consistent with the UniSuper Trust Deed and its application.
- 33.2 Contributions for existing staff who are members of UniSuper will continue to be made to UniSuper. Contributions for existing staff who are members of NSW State Superannuation Scheme or NSW State Authorities Superannuation Scheme will continue to be made to NSW State Superannuation Scheme or NSW State Authorities Superannuation Scheme. Contributions for new staff, other than those staff transferring membership in NSW State Superannuation Scheme or NSW State Authorities Superannuation Scheme, will be consistent with the UniSuper Trust Deed and its application.
- 33.3 Should any amendment to the UniSuper Trust Deed make it possible for employer contributions to be varied, the University may allow such flexibility at the staff member's request. Any reduction in the employer superannuation contribution will be paid as salary.

PART H: EMPLOYMENT ARRANGEMENTS

34.0 CATEGORIES OF EMPLOYMENT

- 34.1 Academic staff will be employed in the following categories:
- (i) **'Continuing employment'** means all employment that is not contingent, fixed-term, or casual employment, and for which there is no set date for the employment to cease.
 - (ii) **'Contingent employment'** means employment provided from identifiable funding external to the University (not being the operating grant) for the life of a specific task or project or for the duration of the funding. Such employment has no fixed end date and the contract is not terminable by the University, other than during a probationary period, or for unsatisfactory performance, or for serious misconduct (in which case the procedures and notice in Probation - Clause 7, Unsatisfactory Performance - Clause 10, Misconduct/Serious Misconduct – Clause 11 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 (in which case the procedures and notice in Probation - Clause 7, Unsatisfactory Performance - Clause 10, Misconduct/Serious Misconduct – Clause 11 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. Casual employment may be on an hourly or sessional basis.

Information for Staff Appointment

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

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

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

Additional Employment

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

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

Full-time and Part-time Employment

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

Categories of Fixed-term Employment

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

(i) **Specific task or project**

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

(ii) **Research**

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

(iii) **Replacement Staff member**

"Replacement Staff member" means a staff member:

- (a) undertaking work activity replacing a continuing staff member for a definable period for which the latter is either on authorised leave of absence or is temporarily seconded away from his/her usual work area; or
- (b) performing the duties of:

- (I) a vacant position which the University has made a definite decision to fill and has commenced recruitment action; or
- (II) a position, the normal occupant of which is performing higher duties pending the outcome of recruitment action initiated by the University and in progress for that vacant higher duties position

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

(iv) **Recent professional practice required**

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

(v) **Pre-retirement contract**

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

(vi) **Post-retirement contract**

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

(vii) **Early Career Fellows**

The University may establish and advertise up to 10 Early Career Fellow (ECF) positions during the life of the Agreement. These positions are designed to attract talented early career academics from the University's own cohort of postgraduate students and casual academic staff members.

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

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

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

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

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

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

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

- (a) such fixed-term contract employment will be for a period that does not extend beyond, or that expires at the end of, the academic year in which the person ceases to be a student, including any period that the person is not enrolled as a student but is still completing postgraduate work or is awaiting results; and
- (b) an offer of fixed-term employment under Clause 34.7(viii) will not be made on the condition that the person offered the employment undertake the studentship.

(ix) **New organisational area**

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

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

(x) **Disestablished organisational area**

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

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

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

34.8 Notwithstanding Clause 34.7, where the University believes that there is a need to use fixed-term employment in circumstances which would not conform strictly to the categories set out in Clause 34.7, the University will first consult with the relevant Union(s). In order to facilitate the consultation, the University will provide the Union(s) with the relevant information, including information about the funding sources, the proposed position, the need for the position and the period for which it is proposed that the position would be required. If agreement cannot be reached, the parties will consult further to attempt to develop mutually agreeable strategies to meet the identified need. The Union(s) will not unreasonably withhold agreement.

Notice at Expiry of Contingent and Fixed Term Employment

34.9 The University will provide:

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

34.10 The notice under Clause 34.9 will be the greater of:

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

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

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

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

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

Offer of Further Employment

- 34.14 Other than in exceptional circumstances, at the time of giving the notice required by Clause 34.9(ii), where that decision is to continue the position with the same or substantially similar duties, the incumbent will be offered further employment in the position provided that:
- (i) the incumbent was employed in that position or a substantially similar position through a competitive and open selection process;
 - (ii) the incumbent has performed satisfactorily in that position;
 - (iii) where the staff member refuses any reasonable offer of further employment there will be no entitlement to severance pay.

Right to Apply For Conversion to Continuing Employment

- 34.15 Where, further employment is offered under Clause 34.14 and the staff member was employed in the same or substantially similar position through a competitive and open selection process and has performed at a satisfactory level, the staff member may apply for conversion to continuing employment on the same salary and classification.
- 34.16 Staff who have been employed on a contingent or fixed-term contract for 12 months or more may apply for conversion to continuing employment on the same salary and classification where the staff member was employed in the relevant position through a competitive and open selection process and has performed at a satisfactory level.
- 34.17 The University may refuse conversion on reasonable grounds.
- 34.18 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.
- 34.19 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

- 34.20 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.
- 34.21 Subject to 34.20, the following severance arrangements apply.

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

At least 2 years but less than 3 years	6 weeks
At least 3 years but less than 4 years	7 weeks
At least 4 years but less than 5 years	8 weeks
At least 5 years but less than 6 years	10 weeks
At least 6 years but less than 7 years	11 weeks
At least 7 years but less than 8 years	13 weeks
At least 8 years but less than 9 years	14 weeks
At least 9 years but less than 10 years	16 weeks
At least 10 years	12 weeks

- 34.22 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 34.21, up to a maximum of 52 weeks.

Deferral of Severance Payment

- 34.23 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

- 34.24 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, breaks between contingent or fixed-term appointments of up to 2 times per year and of up to 6 weeks will not constitute a break in continuous service. 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. The lengths of and breaks between contingent or fixed-term contracts will not be structured to avoid obligations with regard to severance payments.
- 34.25 Periods of approved unpaid leave will not count for service, but will not constitute breaks in service for the purposes of this clause.

SCHOLARLY TEACHING FELLOWS

- 34.26 The University will trial the introduction of Scholarly Teaching Fellows (STF) positions. These positions will be established with the objective of replacing casual teaching work and Scholarly Teaching Fellows will predominantly perform teaching work that was previously undertaken by casual staff. Where a staff member's position is made redundant, STFs will not perform their teaching work in the 12 months immediately following the redundancy (year 1) and will not perform more than 50% of their teaching work in the 12 months thereafter (year 2).
- 34.27 Scholarly Teaching Fellow means an Academic Staff Member who is principally focused on teaching delivery and teaching-related duties but has a minimum time of 20% research.
- 34.28 During the life of this Agreement the University will advertise a minimum of 10 FTE Scholarly Teaching Fellow positions.
- 34.29 Appointments to Scholarly Teaching Fellow positions will be subject to a competitive, merit-based selection process with the positions being advertised in the first instance to existing casual and fixed term staff of the University. Applicants must hold a PhD.
- 34.30 Scholarly Teaching Fellows will be:
- (i) appointed at a minimum of Level A, Step 6;
 - (ii) subject to a probationary period in accordance with Clause 7;
 - (iii) eligible for incremental progression;
 - (iv) eligible for promotion in accordance with Clause 8; and

- (v) have a workload allocation of a minimum of 20% for scholarship and research.
- 34.31 STFs will receive regular feedback, training, career planning and mentoring through the normal University processes including Performance Review and Development.
- 34.32 The University will report annually to the Academic Staff Consultative Committee on the number of STFs and the breakdown of numbers by Faculties and Schools, the number of STF positions established in the previous 12 months and the Faculties or schools in which they were established. This report will identify how the STF roles have replaced casual work.
- 34.33 Subject to a satisfactory evaluation of the trial, the University reserves the right to introduce an additional 10 STFs.
- 34.34 Notwithstanding the commitment of the University to trial the introduction of Scholarly Teaching Fellow appointments, the University will not be obliged to make further appointments after the nominal expiry date of this Agreement.

CASUAL EMPLOYMENT

- 34.35 Casual staff members will be paid according to the duties undertaken. Casual rates are described in Schedule 2 - Minimum Salaries for Casual Staff. These rates include the casual loading.
- 34.36 Generally, where the nature of the work being offered fits one or more circumstances outlined in Clause 34.7, and is for a period of more than 12 months, a casual contract would not be offered.
- 34.37 The University will review the incidence of casual employment and consult on the findings with the Academic Staff Consultative Committee (ASCC).
- 34.38 The University will establish the UON Academy during the first 12 months of this Agreement and will seek regular input and feedback from the Academic Staff Consultative Committee (ASCC) on its development and operation. The UON Academy aims to provide a systematic approach to the recruitment, induction, professional development, performance management, and recognition of casual academic staff. It will aim to ensure consistent employment practices, provide dedicated HR support, and be a conduit for effective communication with and between casual academic staff.
- 34.39 The rates provided for in Schedule 2 are derived from three base rates calculated using the following formulae:
- (i) **Lecturing and higher marking rate**
- The base rate applicable to lecturing or for purposes of the higher marking rate is determined by reference to the second step of the full-time Level B scale.
- (ii) **Rate applicable to performance of other duties involving full-time subject coordination or possession of a relevant doctoral qualification**
- The base rate applicable where the duties include full subject coordination or where the academic possesses a relevant doctoral qualification is determined by reference to the sixth step of the full-time Level A scale.
- (iii) **Rate applicable to all other duties**
- The base rate applicable to all other duties including tutoring rates not covered above is determined by reference to the second step of the full-time Level A scale.
- 34.40 The University will pay casual staff members within 22 days from the submission of a completed valid claim for payment to the appropriate representative as identified by the University to the staff member.
- 34.41 Wherever possible the university will notify casual academic staff members of their anticipated teaching load on an annual basis in the year preceding the anticipated work. Where this is not possible, the University will provide as much notice as is practicable to casual academic staff members, preferably a minimum of two months prior to the commencement of a new teaching term.

Access to Professional Development and Provision of Resources

- 34.42 The University will provide casual staff members, other than those employed on an occasional or ad hoc basis, with adequate and appropriate access to professional development opportunities.
- 34.43 Casual staff members are to be provided with the following to effectively perform the requirements of the staff member's position:
- (i) access to secure storage as appropriate for personal and University effects;
 - (ii) adequate and appropriate work space including photocopying facilities, telephone, location for receiving mail and secretarial facilities;
 - (iii) access to the University's IT network as appropriate for the duties that the staff member is performing, including use of a computer terminal within the University's premises;
 - (iv) access to library cards, out-of-hours access, email accounts, network and intranet access, and inclusion in the University's telephone book and web directory.

35.0 ACADEMIC WORKLOAD

Aim

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

Components of Academic Work Allocation

- 35.2 The components of academic work as outlined in The University of Newcastle Position Classification Standards (PCS), the Components of Academic Work - Schedule 4, and the Performance Expectations Framework for Academic Staff will together inform the development of AWAMs and the allocation of work to individual academic staff. The allocation of work to individual staff will take into account their agreed PRD plans and ensure they can reasonably achieve the agreed performance expectations.
- 35.3 AWAMs and individual work allocations will take account of the three main domains of academic work, including the administrative components of each:
- (i) Research and innovation
 - (ii) Teaching and learning
 - (iii) Service and engagement.

Hours of Work

- 35.4 The daily hours of work for academic staff are not prescribed. AWAMs and allocations of work to individual academic staff are based on a maximum of 1695 annual working hours, comprising 37.5 paid hours per week for 45.2 weeks, which excludes annual leave and public and University holidays.
- 35.5 Although an individual staff member may elect to work additional hours in one or more of the three domains of academic work, such elective work must be above the allocated work and cannot be substituted for allocated work.
- 35.6 Additional paid work, whether under the University's Paid Outside Work Policy or additional casual work, will not be considered part of AWAMs. Such additional work must be approved in advance in accordance with the relevant provisions of this Agreement or University policy, and may only be undertaken if it does not adversely affect a staff member's carrying out of all allocated work.
- 35.7 The following considerations normally apply to the allocation and scheduling of teaching:
- (i) Teaching is undertaken in 2 semesters with appropriate year beginning and year end breaks;
or

- (ii) Teaching is undertaken in 2 trimesters within the 3 trimesters per year model; or
- (iii) Teaching is undertaken in a combination of semester, trimester or block teaching that is averaged during a year or in some cases may be averaged over three years and includes an annual minimum period of 12 weeks, excluding annual leave, free of teaching and teaching-related activities.

35.8 The management of academic work will operate within the following parameters:

- (i) Staff members will not be allocated teaching in face-to-face, online or blended modes for more than 8 hours in any day without appropriate meal breaks.
- (ii) Staff members will not be required to undertake scheduled teaching on public holidays, weekends, or before 8:00am or after 9:00pm unless agreed.

35.9 Staff members will have a break of 12 hours after completion of teaching on one day and before commencement of teaching on the next.

35.10 Unless a staff member was appointed to a position where the duties specifically indicated that teaching locations would include teaching overseas or at locations more than 100 km from a staff member's home campus, any requests to do so requires the voluntary agreement of the staff member.

Consultation on Change to Ordinary Hours of Work

35.11 The following consultation process will apply where the University seeks to change the pattern of ordinary working hours of an academic staff member, including, for example, instances where the change arises from a variation to the staff member's workload allocation or a teaching timetable change and where clauses Flexibility – Clause 4, Requests for Flexible Working Arrangements – Clause 38 and Organisational Change – Clause 17 do not apply:

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

Principles of Academic Work Allocation Models (AWAMs)

35.12 Each Faculty or School will create and maintain an AWAM, following consultation with staff of the Faculty or School. Prior to approval, all AWAMs will be discussed at the Academic Staff Consultative Committee (ASCC) and require approval of the relevant Faculty Pro Vice-Chancellor (PVC) and the Deputy Vice-Chancellor (Academic) [DVC (A)].

35.13 AWAMs and individual academic staff work allocations will be published within each Faculty and School. The University will create and manage an IT platform for the recording of work allocation that will be used to inform work allocation discussions and planning and will be used to support reporting of trends on a School, Faculty and University-wide basis. Each Faculty and School will be responsible for publishing and maintaining its AWAM and associated work allocations using the University IT platform.

35.14 The University will consult with the NTEU through the Academic Staff Consultative Committee about the development and implementation of the AWAMs (see Clause 35.30 and 35.31).

35.15 Faculty or School AWAMs may use various metrics as the basis for the equitable allocation of academic work, including but not limited to models based on hours, points, percentages, Equivalent

Full-time Student Load (EFTSL), or combinations thereof. The relationship between the metric used and the indicative annual number of hours referred to in Clause 34.4 will be documented as part of the AWAM.

- 35.16 Where a new AWAM is created, clear transitional arrangements will be included as part of the implementation of the model.
- 35.17 AWAMs and individual work allocations will take account of modes of teaching delivery, the number of students taught, and set a maximum and minimum teaching requirement in line with the following:
- (i) generally, a balanced work allocation for a 'teaching and research' academic will be 40% 'research and innovation', 40% 'teaching and learning', and 20% 'service and engagement'
 - (ii) where Clause 34.17 (i) does not apply, work allocation will include a minimum of 20% for 'research and innovation' (inclusive of staff undertaking within time PhD study) and a minimum of 10% for 'service and engagement', applicable to ongoing 'teaching and research' and fixed-term staff on appointments greater than one year.
 - (iii) work allocation for research-only staff may exclude the 'teaching and learning' domain.
- 35.18 AWAMs and individual work allocations will include reasonable provision for any inter-campus travel from the home campus, teaching-related fieldwork, interstate and overseas travel which might be required to fulfil a staff member's work commitments.
- 35.19 The operation of AWAMs will aim to minimise administrative burden by using corporate data where possible.
- 35.20 The University acknowledges that should changes to sector policy and funding impact on its ability to meet its commitments in this clause, it will consult through the ASCC about appropriate changes.

Processes for the Allocation of Individual Academic Work

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

Reporting of Work Allocation

- 35.26 Each Faculty or School will be responsible for publishing and maintaining its AWAM and associated individual staff work allocations, using the approved University IT platform for the recording and

reporting of work allocation data, supported by Human Resource Services. AWAMs and individual academic staff work allocations will aim to be published by the 31st January of the year in which they apply.

35.27 The Faculty or School will provide staff with timely access to work allocation reports and opportunities to maintain or update work allocation records.

35.28 The University will report de-identified academic work allocation trends on a School, Faculty and University wide basis annually to the ASCC.

Review of Work Allocation

35.29 A staff member may request a review of work allocation by discussing details with their Head of School in the first instance. If any issues are unresolved after such discussions, the staff member may raise their concerns with the relevant Pro Vice-Chancellor or nominee. Should the matter remain unresolved, a staff member may seek to have their work allocation reviewed through the Inquiry Officer – Clause 54 procedure of this Agreement.

Role of the Academic Staff Consultative Committee

35.30 The ASCC will:

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

Implementation of AWAMs

35.31 The development, consultation, implementation, and review of Faculty or School AWAMs will pass through the following stages:

- (i) Creation: Each Faculty or School will develop an AWAM that meets the aims set out at Clause 35.1.
- (ii) Staff Consultation: Staff feedback will be sought on the development and review of a proposed AWAM.
- (iii) ASCC Process: Each proposed AWAM will be considered by the ASCC during the creation and consultation phases.
- (iv) Approval: Following the consultation process, AWAMs will be submitted to the relevant PVC and the DVC (A) for approval.
- (v) Transitional arrangements: Where new or substantially revised AWAMs are introduced, the work allocation of staff in the previous three years should be taken into account as far as relevant in developing the staff member’s work allocation under the new or revised AWAM.
- (vi) Review: Each AWAM will be implemented on a pilot basis in the first year of its operation and will be reviewed at the end of the year. The findings and any recommendations for change will be forwarded to the ASCC for consideration and comment before being provided to the relevant PVC with any ASCC comments.

Indicative Timescale

35.32 To ensure that the process outlined above is facilitated in a timely manner, the following indicative timescale and actions will apply:

Creation/Consultation/Publication of AWAM for 2015	by October 2014
Consultation with ASCC	by November 2014
Commencement of AWAM pilot period	by January 2015
Review of AWAM pilot	by September 2015
Adjustment (if required) and consultation with ASCC	by October 2015
Implementation of approved AWAM	from November 2015
Secondary review / adjustment (if required)	by September 2016

Alignment with Other Processes

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

36.0 ABORIGINAL AND TORRES STRAIT ISLANDER EMPLOYMENT

- 36.1 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.
- 36.2 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 Directions Strategic Plan 2013-2015.
- 36.3 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 Training (BATSJET) and an Indigenous employment committee.
- 36.4 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% (120 FTE) staff by 2015 in line with the ATSIES and RAP;
 - (ii) increase the number of identified positions for Aboriginal and Torres Strait Islander peoples across classification levels 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 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) recognise the uniqueness of Aboriginal and Torres Strait Islander knowledge and research methodologies;
 - (vii) identify and recognise workload implications that arise for Aboriginal and Torres Strait Islander staff in adhering to community and cultural protocols; and
 - (viii) encourage and facilitate networking for Aboriginal and Torres Strait Islander staff.
- 36.5 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, acknowledges and will actively promote Aboriginal and Torres Strait Islander knowledge, language and scholarship in collaboration with Aboriginal and Torres Strait Islander stakeholders.
- 36.6 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.
- 36.7 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.
- 36.8 To facilitate the implementation of this clause, the University will maintain and continue to staff the position of Indigenous Employment Coordinator as an identified Aboriginal and Torres Strait Islander position.
- 36.9 In order to implement the terms of the Indigenous Employment Clause, the parties agree to have an Aboriginal and/or Torres Strait Islander NTEU representative on an Indigenous employment committee. A key role of the committee will be to be informed on the progress of Indigenous employment at the University and to make recommendations to BATSJET and the University on how Indigenous employment outcomes can be improved and progressed during the life of this Agreement.
- 36.10 Should it be apparent to the University or the NTEU at any stage that the target will not be met, or probably will not be met, the parties will confer, at a meeting of the Indigenous 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 2015 will be met.

Selection and Recruitment

- 36.11 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.
- 36.12 Where a candidate has identified as Aboriginal or Torres Strait Islander, all Selection Committee members will be encouraged to undertake Cultural Competency training.
- 36.13 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.
- 36.14 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.
- 36.15 The University will offer an appropriate Aboriginal and/or Torres Strait Islander mentor to all new Indigenous staff appointees of the University of Newcastle.
- 36.16 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.

- 36.17 Indigenous staff on fixed-term contracts will be supported in seeking alternative employment opportunities within the University prior to the expiry of their contract.
- 36.18 The University, in conjunction with the Indigenous Employment Coordinator and the Indigenous 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 Indigenous staff members is promoted.

The Wollotuka Institute

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

Appointment of Senior Indigenous Staff – Dean, Aboriginal and Torres Strait Islander Education and Research

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

Indigenous Australian Leave

- 36.22 In order to fulfil unique Indigenous cultural responsibilities, the University supports Aboriginal or Torres Strait Islander staff by providing access to a pool of 5 days paid Indigenous Australian Leave annually (in addition to the personal leave provisions) and 5 days of unpaid Indigenous Australian 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.

Indigenous Australian Language Allowance

- 36.23 In recognition of the importance of Indigenous Languages, a staff member who is required to use Indigenous Language in the course of their employment and is proficient in the language will be paid an allowance of:
- (i) **Level 1 - \$1400.00 per annum**
Level 1 is an elementary level. This level of proficiency is appropriate for staff members who are capable of using a minimal knowledge of language for the purpose of simple communication;

(ii) **Level 2 – \$2800.00 per annum**

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

36.24 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.

36.25 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.

37.0 THE UNIVERSITY OF NEWCASTLE POSITION CLASSIFICATION STANDARDS

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

PART I: FLEXIBLE WORKING ARRANGEMENTS**38.0 REQUESTS FOR FLEXIBLE WORKING ARRANGEMENTS**

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

Note: The following table summarises the NES provisions.

REQUESTS FOR FLEXIBLE WORKING ARRANGEMENTS AND THE NES
<p>A staff member may request that the University agree to a change in working arrangements (e.g. changes in hours of work, patterns of work or location of work) where they:</p> <ul style="list-style-type: none"> - are the parent, or have responsibility for the care, of a child who is of school age or younger; or - are a carer (within the meaning of the <i>Carer Recognition Act 2010</i>); or - have a disability; or - are 55 or older; or - are experiencing violence from a member of their family; or - provide care or support to a member of their immediate family, or household, who requires care or support because they are experiencing violence from their family.
<p>Staff members are entitled to make the request if they have completed at least 12 months of continuous service with the University immediately before making the request.</p> <p>Casual staff members are entitled to make a request if:</p> <ul style="list-style-type: none"> - 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.
<p>Request by Staff Member</p> <p>The request by a staff member for a change in working arrangements must:</p> <ul style="list-style-type: none"> (a) be made in writing; and (b) set out details of the change sought and the reasons for the change.
<p>Responding to the Request</p> <p>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.</p> <p>If the University refuses the request the written response must include details of the reasons for the refusal.</p> <p>The University may refuse the request only on reasonable business grounds as specified in the NES.</p>

PART J: LEAVE AND HOLIDAYS**39.0 ANNUAL LEAVE**

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

39.2 A staff member

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

Taking and Recording of Annual Leave

39.3 Except as provided for in Clauses 39.4, 39.5 and 39.6, a staff member is required to take, within the period of the 20 working days following the commencement of the University's annual closedown in each calendar year, all annual leave that has accrued in that calendar year (the 'Accrued Annual Leave').

39.4 Accrued Annual Leave may be taken at other times with the approval of the staff member's Head of School, providing that the full amount of the Accrued Annual Leave is to be taken each year, except as provided for in Clause 39.6

39.5 Where Accrued Annual Leave is taken under Clause 39.4:

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

39.6 A staff member who cannot use the full Accrued Annual Leave from a particular calendar year under Clauses 39.3 or 39.4:

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

39.7 Where a credit is granted under Clause 39.6, the University will, no later than 28 February in the following year, adjust the record of the staff member's annual leave balance accordingly.

39.8 On an annual basis the University will issue a reminder on the process for taking and recording of annual leave including the process in Clause 39.6.

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

Annual Leave Plans

39.10 An annual leave plan should be developed and, as far as practicable, agreed as part of the workload allocation discussion between the Head of School and a staff member. The leave plan will provide for the staff member to take all of the annual leave which the staff member will accrue in the calendar year to which the plan relates and, where the staff member wishes to carry over all or part of untaken leave from a previous year to the following year, will include specific arrangements for that period of

leave to be taken at a nominated time during the year covered by the plan. The annual leave plan may be varied by further agreement as necessary to cater for changed circumstances.

Direction to Take Annual Leave

- 39.11 Where a staff member has a total of 40 days or more annual leave accrual, the University may direct a staff member to take annual leave accumulated from previous years.
- 39.12 Where the University directs a staff member to take annual leave under Clause 39.11, it will:
- (i) discuss the timing of the taking of the leave with the staff member;
 - (ii) provide a minimum of 3 months' written notice to take the leave at a particular time;
 - (iii) require the staff member to take up to 10 days annual leave in one block, unless otherwise agreed; and
 - (iv) ensure that no work duties will be required in the period of the directed leave.

Impact of Other Leave

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

Annual Leave at Cessation

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

Annual Leave Loading

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

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

40.0 LONG SERVICE LEAVE

40.1 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
<p>40.1.1 A staff member will have an entitlement to long service leave as follows:</p> <p>(i) At the completion of 10 years service (whether continuous or broken);</p> <p>(ii) More than 10 years service, but less than 15 years service (whether continuous or broken); and</p> <p>(iii) After 15 years of service (whether continuous or broken).</p>	<p>3 months leave on ordinary pay.</p> <p>9 calendar days paid leave per year of service for each year of service between 10 and 15 years.</p> <p>15 calendar days paid leave per year of service for each year of service over 15 years</p>	<p>2 months leave on ordinary pay.</p> <p>6 calendar days paid leave per year of service for each year of service between 10 and 15 years.</p> <p>6 calendar days paid leave per year of service for each year of service over 15 years.</p>
<p>40.1.2 A staff member will be paid long service leave as follows:</p> <p>(i) After 10 years service (whether continuous or broken);</p> <p>(ii) Where service with the University is less than 10 years, but greater than 5 years (whether continuous or broken);</p> <p>(iii) Where service with the University is less than 5 years; or</p> <p>(iv) In lieu of leave.</p>	<p>Whilst on approved long service leave or on termination for any reason, including death.</p> <p>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.</p> <p>NIL</p> <p>Not applicable</p>	<p>Whilst on approved long service leave or on termination for any reason including death or as payment in lieu of leave.</p> <p>In accordance with the Long Service Leave Act (NSW) 1955.</p> <p>NIL</p> <p>Entitled to take payment in lieu of leave.</p>

	Staff members, other than casual staff members	Casual staff members
40.1.3 Long service leave will be paid as follows		
(i) Whilst on leave;	At the rate of pay that would have been paid had the staff member not been on leave, excluding any ordinary overtime or penalty rate that would be applied.	At ordinary rate of pay of the staff member at the date of taking long service leave or at the average ordinary rate of pay earned by the staff member in the preceding 5 year period, whichever is the greater.
(ii) On termination;	At the staff member's ordinary rate of pay as at the date of termination.	At the ordinary rate of pay of the staff member at the date of termination or at the average ordinary rate of pay earned by the staff member in the preceding 5 year period, whichever is the greater.
(iii) On death;	To the staff member's estate.	To the staff member's estate.
(iv) As payment in lieu; or	Not applicable	At the ordinary rate of pay of the staff member at the date of the payment in lieu or at the average ordinary rate of pay earned by the staff member in the preceding 5 year period, whichever is the greater.
(v) For a staff member with at least 10 years service, who has worked a mix of ordinary hours of work during their employment with the University and who has an accumulation less than that prescribed in 40.1.1 (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

- 40.2 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

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

Impact of Other Leave

- 40.4 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

- 40.5 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.

- 40.6 A leave plan is to be developed and agreed upon between a staff member and their supervisor. In developing the plan, a staff member is entitled to take long service leave at the time of his or her choosing, except where there are compelling operational reasons not to grant the leave at the requested time. The leave plan is to achieve the following:

- (i) the maximum accrual held by a staff member at any time will generally be 3 months of long service leave;
- (ii) flexibility for staff to accrue additional leave up to a maximum of 5 years worth of annual accrual (excluding the 3 months referred to in Clause 40.6 (i)) where the plan commits to an extended absence on long service leave, subject to the following provisions;
- (iii) staff members who are eligible to take long service leave and already have a 3 month long service leave accrual, will generally utilise their further annual accrual within the year it accrues with the exception of the initial entitlement after 10 years service;

- 40.7 Staff on substantial periods of long service leave will have their positions backfilled unless suitable alternative arrangements are made to address workload.

- 40.8 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 54.

Direction to Take Leave

- 40.9 Where a staff member does not have an agreed leave plan, as per Clause 40.6, and their long service leave accrual is in excess of 6 months, the University may give the staff member written notice to take up to 3 months of long service leave, at a time convenient to the needs of the University, provided that:

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

- (iv) the University will not require the staff member to take a further period of long service leave for a period of 2 years after the end of that period of leave.

40.10 Where a staff member and supervisor develop an agreed leave plan, as per Clause 40.6, within 2 weeks of the staff member's written notice to take leave, a direction under Clause 40.9 to take long service leave will lapse.

40.11 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

40.12 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.

Leave on Double Pay

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

Prior Service

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

40.15 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.

40.16 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

40.17 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.

41.0 PERSONAL LEAVE

Personal Leave Entitlement

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

- (i) sickness, which is illness, injury or incapacity;
- (ii) caring for a family member/member of the household suffering from an illness, injury or incapacity;
- (iii) compassionate needs;
- (iv) bereavement;
- (v) unforeseen emergency;
- (vi) moving residence;
- (vii) attending significant cultural events of relevance to the staff member; or
- (viii) attending to matters arising from domestic violence situations, as per Clause 50

- 41.2 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.
- 41.3 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.
- 41.4 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.
- 41.5 Personal leave may be taken for periods of 1 hour or greater.

Notice and Evidence Requirements

- 41.6 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.
- 41.7 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 41.1(ii) - (iii), the staff member will also advise of the nature of the relationship involved, and where appropriate, the nature of the care involved.
- 41.8 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 41.7.
- 41.9 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.
- 41.10 Wherever possible, staff should provide evidence of the need for accessing personal leave.
- 41.11 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 Unsatisfactory Performance – Clause 10 or Misconduct/Serious Misconduct – Clause 11 procedures.

Regular or Extended Periods of Personal Leave

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

42.0 COMPASSIONATE LEAVE

Entitlement to Compassionate Leave

42.1 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.

42.2 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.

42.3 For casual staff members, compassionate leave is unpaid leave.

Taking Compassionate Leave

42.4 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 42.1(i) or (ii); or
- (ii) after the death of the member of the staff member's immediate family or household referred to in Clause 42.1(iii).

42.5 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.

42.6 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.

42.7 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.

42.8 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 42.1.

43.0 PARENTAL LEAVE

43.1 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.

43.2 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 who has the primary responsibility for the care of a new born or newly adopted or fostered child and who physically cares for the child on a daily basis.
- (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.

- 43.3 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.
- 43.4 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.
- 43.5 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.
- 43.6 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.
- 43.7 Supervisors and staff members are to make reasonable adjustments to work arrangements, where necessary.
- 43.8 A staff member may apply to the University to change the period of parental leave.
- 43.9 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.
- 43.10 The parties agree to review the impact of any changes to the Federal Government's Paid Parental Leave (PPL) Scheme.

Eligibility

- 43.11 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.
- 43.12 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.
- 43.13 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.
- 43.14 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)**43.15 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's commencing Parental Leave).
- (iii) Notwithstanding Clause 43.15 (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, after 20 weeks of pregnancy have elapsed, or the child dies within 4 weeks of the birth, the staff member will be entitled to 6 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.

43.16 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.

43.17 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)]

43.18 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.

43.19 A staff member who is on PLP (PC) under Clause 43.18 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)

43.20 A staff member is entitled to partner leave of 2 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 50 weeks.

43.21 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

43.22 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; and
- (ii) being invited to attend staff meetings or other workplace events occurring from time to time.

44.0 EMERGENCY SERVICES LEAVE

- 44.1 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).
- 44.2 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.
- 44.3 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 42.2, rather than being required to take unpaid leave as provided for under the National Employment Standards.
- 44.4 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.
- 44.5 Any period of leave to engage in voluntary emergency management activities will count as service for all purposes.

45.0 JURORS LEAVE

- 45.1 A staff member required to attend for jury service during ordinary working hours will notify the University as soon as practicable of the date when required to attend for jury service. The staff member will give the University proof of attendance, duration of that attendance and of the amount of any payment received in respect of such jury service (other than the amount received in respect of travelling).
- 45.2 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.

46.0 WITNESS LEAVE

- 46.1 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.
- 46.2 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.

47.0 LEAVE WITHOUT PAY

- 47.1 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.

48.0 PUBLIC HOLIDAYS

- 48.1 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.

48.2 Members of staff required for duty will be granted equivalent time off during the following month.

49.0 UNIVERSITY HOLIDAYS

49.1 The University will identify a minimum of 3 working days in the period between 27 December and 31 December each year as University holidays for those members of staff not required for duty.

49.2 The Tuesday immediately following Easter Monday will be a University holiday.

49.3 Members of staff required for duty on the above days will be granted equivalent time off during the following month.

49.4 One of the days identified at Clause 49.1 is in substitution for Newcastle Show Holiday.

50.0 DOMESTIC VIOLENCE – SUPPORT FOR STAFF MEMBERS

Definition

50.1 In considering whether a matter falls within domestic 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 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

50.2 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 violence.

50.3 The University understands its legislative responsibilities regarding adverse action and domestic violence. Where the attendance or performance of a staff member suffers as a result of domestic violence, the supervisor and staff member will discuss ways of mitigating or overcoming and such effects on work performance and work co-operatively to implement appropriate and reasonable measures.

50.4 A staff member and their immediate family experiencing domestic 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.

50.5 Where a staff member is subject to domestic violence, the University will provide access to:

- (i) Personal leave as described in this Agreement for medical appointments, legal proceedings and other activities related to domestic violence;
- (ii) flexible work arrangements including changes to working times or duties, consistent with the reasonable operational needs of the work unit;
- (iii) changes of work location, telephone number or email address to avoid harassing contact.

- 50.6 Where a staff member's leave entitlement referred to in Clause 50.5 (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.
- 50.7 A staff member who supports an immediate family member/member of the household experiencing domestic violence may take carer's leave (Clause 41- Personal Leave) to accompany them to court, to hospital or to provide care for children while the person being supported attends these appointments.
- 50.8 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 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.
- 50.9 Personal information concerning domestic violence will be treated with confidentiality in line with the University policy and relevant legislation.

51.0 DEFENCE RESERVES LEAVE

- 51.1 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.
- 51.2 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.
- 51.3 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.
- 51.4 A part time staff member is entitled to Defence Reserves Leave proportionate to the fraction of full-time hours worked.
- 51.5 Defence Reserves Leave is based on a calendar year and cannot be carried over.
- 51.6 The University will continue to make superannuation contributions on behalf of the staff member in respect of any period(s) of leave without pay taken by the Reservist Staff Member for Defence Reserves service totaling more than 10 days in any calendar year, subject to the following conditions:
- (i) the rules of the relevant superannuation fund allowing for the University to make such contributions;
 - (ii) this provision will only apply to periods of service which the staff member is specifically required by the Defence Force to undertake and where the staff member provides documentary evidence that the service is required;
 - (iii) the continuing availability of the Employer Support Payment Scheme or a similar scheme which may be accessed by the University to reimburse costs incurred by the University arising from the granting of Defence Reserves Leave;
 - (iv) the Reservist Staff Member complying with any obligations to make a personal superannuation contribution in respect of the period of leave in accordance with the requirements of the relevant superannuation fund;
 - (v) the University will make superannuation contributions on behalf of the staff member for such periods of Reserves service to the extent necessary to make up any shortfall between any superannuation contributions made by the Defence Force in respect of that service and contributions that would have been made by the University had the Reservist Staff Member been carrying out their normal duties during that period;

- (vi) the Reservist Staff Member providing evidence of any shortfall in superannuation contributions made on behalf of the staff member by the ADF for Reserves service.
- 51.7 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.
- 51.8 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.

PART K: CONSULTATION

52.0 REPRESENTATION

- 52.1 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.
- 52.2 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 or solicitor, in private practice.
- The University, in turn, will not be represented by a member of the legal profession, such as a barrister or solicitor, in private practice.
- 52.3 In instances where staff request representation which may not conform to Clause 52.2, the University will give reasonable consideration to the request.
- 52.4 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.

53.0 ACADEMIC STAFF CONSULTATIVE COMMITTEE

- 53.1 An Academic Staff Consultative Committee (ASCC) will be established to meet on a regular basis, or as requested, to discuss the implementation of, and consult on matters arising from, this Agreement. The University recognises the Union's role in facilitating consultation and communication between staff and management.
- 53.2 The ASCC will:
- (i) consist of 3 nominees of the NTEU (2 of whom will be Academic Staff of the University) and 3 nominees of the University;
 - (ii) have a quorum of 2 NTEU nominees and 2 University nominees;
 - (iii) be empowered to co-opt further members or allow additional attendees.
- 53.3 NTEU nominees of the ASCC who are staff members of the University will be allowed reasonable time off during working hours to attend and prepare for meetings in relation to this Agreement. In making such arrangements, staff members will discuss the need to leave their work area with their supervisor before doing so.
- 53.4 Access to appropriate facilities, including electronic facilities and notice boards, will be provided to NTEU nominees of the ASCC to perform responsibilities related to this Agreement. The University may also grant time off for consultative committee members to attend appropriate training.
- 53.5 To facilitate communication with staff, NTEU nominees of the ASCC 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.

PART L: REVIEW PROCESSES AND DISPUTE RESOLUTION**54.0 INQUIRY OFFICER**

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

- (i) Performance Review and Development – Clause 6; or,
- (ii) Redeployment – Clause 18.2; or 18.3
- (iii) Intellectual Property Rights – Clause 22; or
- (iv) Academic Workload – Clause 35; or
- (v) Leave – Clauses 39 – 47 and 51.

54.2 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.

54.3 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.

54.4 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.

54.5 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.

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

- (i) findings in relation to the matters specified at Clause 54.3 and provide reasons; and
- (ii) comments on the process, facts or any mitigating circumstances relevant to the case and may make recommendations.

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

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

- (i) the decision is upheld; or
- (ii) the decision is overturned; or

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

55.0 COMMITTEE OF INQUIRY

55.1 A Committee of Inquiry may be initiated by a staff member writing to the appropriate Deputy Vice-Chancellor to request a review of a recommendation in relation to:

- (i) Probation – Clause 7; or
- (ii) Unsatisfactory Performance – Clause 10.

55.2 A Committee of Inquiry will also be initiated where required in accordance with the provisions of Misconduct/Serious Misconduct - Clause 11.

55.3 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.

55.4 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.

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

55.6 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 55.5;
- (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.

55.7 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.

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

55.9 Having considered the Committee of Inquiry report, any determination of the appropriate Deputy Vice-Chancellor will be final.

56.0 DISPUTE RESOLUTION PROCEDURE

Note: The following clause is subject to an undertaking required by the Fair Work Commission to be given by the University. See sub-paragraph 3 in the letter dated 4 December 2014 attached to this Agreement.

56.1 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.

56.2 At any stage in the procedure under this clause a staff member may be represented in accordance with Clause 52 of this Agreement, provided that representation by a lawyer in proceedings under Clause 56.6 and 56.7 will be subject to the applicable rules of the Tribunal to which the dispute has been referred.

56.3 A dispute arising under this clause will in the first instance be discussed by the staff member(s) and their supervisor in an effort to resolve the matter promptly. The staff member(s) may seek the assistance of the relevant Union or other support person (being a staff member) in which case the supervisor may also have a support person.

56.4 Where the steps in Clause 56.3 are unsuccessful, or where the Union raises a dispute, a representative of the relevant Union(s) and a representative of the University will discuss the dispute and attempt to reach an agreement. Where the parties agree, the dispute resolution may proceed directly to the Disputes Committee in Clause 56.5.

56.5 Where the dispute is not resolved under Clause 56.4, at the request of either party a Disputes Committee will be convened within five (5) working days, unless agreed otherwise. The Disputes Committee will consist of two (2) nominees of the University and two (2) nominees of the Union.

56.6 If there is no resolution of the dispute the matter may be referred to the Fair Work Commission, or 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. In dealing with the dispute the relevant body may exercise the procedural powers in relation to hearings, witnesses, evidence and submissions which are necessary to make such dealing effective.

56.7 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.

- 56.8 This dispute resolution procedure does not apply where the matter is being dealt with in accordance with the Inquiry Officer – Clause 54 or Committee of Inquiry – Clause 55 process.
- 56.9 Until the procedures in this clause have been exhausted, work will continue 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		GRAHAME McCULLOCH
		Full Name in block letters
Position	GENERAL SECRETARY	
	1ST FLOOR, 120 CLARENDON ST, SOUTH MELBOURNE 3205	
	Address	
National Tertiary Education Industry Union (Bargaining Representative on behalf of staff members)		
Date	5 NOVEMBER 2014	

Signed.....	<i>M. Netherton</i>	<i>MICHAEL DAVID NETHERTON</i>
			Full Name in block letters
Position.....	<i>Research Academic, CIVIL Engineering</i>		
	<i>School of Engineering, The University of Newcastle, NSW</i>		
	Address		<i>2308</i>
Dr. Michael Netherton - Individual Bargaining Representative (Bargaining Representative on behalf of staff members)			
Date.....	<i>12th November 2014</i>		

Signed..... 	SHARON ELIZABETH CHAMPNESS Full name in block letters
Position.....	Director, People & Workforce Strategy
.....	UNIVERSITY OF NEWCASTLE, UNIVERSITY DRIVE, CALLAGHAN, Address NSW, 2308.
Signed for and on behalf of The University of Newcastle	
Date.....	12/11/2014

SCHEDULES**SCHEDULE 1 – Minimum Salaries for Full-time and Part-time Staff**

	Step	Current	1.5% From the start of the first pay period commencing on or after 31/03/14	1.5% From the start of the first pay period commencing on or after 30/09/14	3% From the start of the first pay period commencing on or after 31/03/15	3% From the start of the first pay period commencing on or after 31/03/16	3% From the start of the first pay period commencing on or after 31/03/17
Level A [Associate Lecturer]	1	59,292	60,181	61,084	62,917	64,804	66,748
	2	62,676	63,616	64,570	66,507	68,503	70,558
	3	66,065	67,056	68,062	70,104	72,207	74,373
	4	69,454	70,496	71,553	73,700	75,911	78,188
	5	72,205	73,288	74,387	76,619	78,918	81,285
	6*	74,959	76,083	77,225	79,541	81,928	84,385
	7	77,709	78,875	80,058	82,459	84,933	87,481
	8	80,463	81,670	82,895	85,382	87,943	90,582
Level B [Lecturer]	1	84,700	85,971	87,260	89,878	92,574	95,351
	2	87,878	89,196	90,534	93,250	96,048	98,929
	3	91,051	92,417	93,803	96,617	99,516	102,501
	4	94,230	95,643	97,078	99,990	102,990	106,080
	5	97,404	98,865	100,348	103,358	106,459	109,653
	6	100,582	102,091	103,622	106,731	109,933	113,231
Level C [Senior Lecturer]	1	103,757	105,313	106,893	110,100	113,403	116,805
	2	106,936	108,540	110,168	113,473	116,877	120,384
	3	110,108	111,760	113,436	116,839	120,344	123,955
	4	113,288	114,987	116,712	120,213	123,820	127,534
	5	116,460	118,207	119,980	123,579	127,287	131,105
	6	119,641	121,436	123,257	126,955	130,764	134,686
Level D [Associate Professor]	1	124,933	126,807	128,709	132,570	136,547	140,644
	2	129,164	131,101	133,068	137,060	141,172	145,407
	3	133,400	135,401	137,432	141,555	145,802	150,176
	4	137,635	139,700	141,795	146,049	150,430	154,943
Level E [Professor]		160,932	163,346	165,796	170,770	175,893	181,170

* PhD / Course Coordination point

Clinical Loadings

The University may pay the following loadings to eligible staff:

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

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

All clinical loadings determined in accordance with the above will be paid to staff members entitled to such loadings during periods of Special Studies Program leave, long service leave and annual leave when leave is taken on service, but will not be taken into account in the calculation of statutory entitlements on cessation of employment.

Loadings	Current	1.5%	1.5%	3%	3%	3%
		From the start of the first pay period commencing on or after 31/03/14	From the start of the first pay period commencing on or after 30/09/14	From the start of the first pay period commencing on or after 31/03/15	From the start of the first pay period commencing on or after 31/03/16	From the start of the first pay period commencing on or after 31/03/17
Professional Loading	21,811	22,138	22,470	23,144	23,839	24,554
Full Clinical Loading	27,858	28,276	28,700	29,561	30,448	31,361
Para Clinical Loading	18,594	18,873	19,156	19,731	20,323	20,932
Pre Clinical Loading	13,947	14,156	14,369	14,800	15,244	15,701
Dental Qualified Loading	13,947	14,156	14,369	14,800	15,244	15,701

SCHEDULE 2 – Minimum Salaries for Casual Staff**Lecturing**

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

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

“**Contemporaneous marking**” means marking of course assessment(s) that is wholly undertaken and completed during a scheduled teaching period (e.g. lecture, tutorial or practical session, studio, laboratory, or other teaching session). Marking that is part of formal assessment undertaken and/or completed outside of the lecture, tutorial or practical session, studio, laboratory, or other scheduled teaching session, will be paid according to Schedule 2 – Marking.

	Current	1.5% From the start of the first pay period commencing on or after 31/03/14	1.5% From the start of the first pay period commencing on or after 30/09/14	3% From the start of the first pay period commencing on or after 31/03/15	3% From the start of the first pay period commencing on or after 31/03/16	3% From the start of the first pay period commencing on or after 31/03/17
Casual Loading	25.00%	25.00%	25.00%	25.00%	25.00%	25.00%
Basic Lecture (1 hour of delivery and 2 hours associated working time)	168.98	171.51	174.09	179.31	184.69	190.23
Developed lecture (1 hour of delivery and 3 hours associated working time)	225.30	228.68	232.11	239.07	246.25	253.63
Specialised Lecture (1 hour of delivery and 4 hours associated working time)	281.63	285.85	290.14	298.85	307.81	317.05
Repeat Lecture (1 hour of delivery and 1 hour associated working time)	112.66	114.35	116.07	119.55	123.13	126.83

Tutoring

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

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

	Current	1.5% From the start of the first pay period commencing on or after 31/03/14	1.5% From the start of the first pay period commencing on or after 30/09/14	3% From the start of the first pay period commencing on or after 31/03/15	3% From the start of the first pay period commencing on or after 31/03/16	3% From the start of the first pay period commencing on or after 31/03/17
Casual Loading	25.00%	25.00%	25.00%	25.00%	25.00%	25.00%
Tutorial (1 hour of delivery and 2 hours associated working time)	120.52	122.33	124.16	127.89	131.72	135.68
Tutorial where the duties include full course coordination or where a tutor has doctoral qualification.	144.16	146.32	148.52	152.97	157.56	162.29
Repeat Tutorial (1 hour of delivery and 1 hour associated working time)	80.34	81.55	82.77	85.25	87.81	90.44
Repeat Tutorial where the duties include full course coordination or where a tutor has doctoral qualification.	96.12	97.56	99.03	102.00	105.06	108.21

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

Musical Accompanist

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

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

	Current	1.5% From the start of the first pay period commencing on or after 31/03/14	1.5% From the start of the first pay period commencing on or after 30/09/14	3% From the start of the first pay period commencing on or after 31/03/15	3% From the start of the first pay period commencing on or after 31/03/16	3% From the start of the first pay period commencing on or after 31/03/17
Casual Loading	25.00%	25.00%	25.00%	25.00%	25.00%	25.00%
Musical Accompanying , with special educational service, and associated working time assumed. (1 hour of delivery and 1 hour preparation time)	80.34	81.55	82.77	85.25	87.81	90.44
Musical Accompanying with special educational service, and associated working time assumed (1 hour of delivery and 1 hour preparation time), Including full course coordination or, where an accompanist has doctoral qualifications.	96.12	97.56	99.03	102.00	105.06	108.21

Clinical Nurse (Educator)

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

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

	Current	1.5% From the start of the first pay period commencing on or after 31/03/14	1.5% From the start of the first pay period commencing on or after 30/09/14	3% From the start of the first pay period commencing on or after 31/03/15	3% From the start of the first pay period commencing on or after 31/03/16	3% From the start of the first pay period commencing on or after 31/03/17
Casual Loading	25.00%	25.00%	25.00%	25.00%	25.00%	25.00%
Little Preparation Required (1 hour of delivery and 0.5 hours associated working time)	60.29	61.19	62.11	63.98	65.89	67.87
Normal Preparation Time (1 hour of delivery and 1 hour associated working time)	80.34	81.55	82.77	85.25	87.81	90.44
Little Preparation and Course Coordination (1 hour of delivery and 0.5 hours associated working time) including full course coordination or where the clinical nurse educator has a relevant doctoral qualification.	72.08	73.16	74.26	76.49	78.78	81.14
Normal Preparation Time and Course Coordination (1 hour of delivery and 1 hour associated working time) including full course coordination or where the clinical nurse educator has a relevant doctoral qualification.	96.12	97.56	99.03	102.00	105.06	108.21

Marking

All marking other than “contemporaneous marking” (as defined in Schedule 2), associated with the above classification categories and rates of pay will be paid according to the following table, for each hour worked.

	Current	1.5% From the start of the first pay period commencing on or after 31/03/14	1.5% From the start of the first pay period commencing on or after 30/09/14	3% From the start of the first pay period commencing on or after 31/03/15	3% From the start of the first pay period commencing on or after 31/03/16	3% From the start of the first pay period commencing on or after 31/03/17
Casual Loading	25.00%	25.00%	25.00%	25.00%	25.00%	25.00%
Standard Marking (for each hour worked)	40.18	40.78	41.39	42.64	43.92	45.23
Standard Marking Where the duties include full course coordination, or where a Marker has doctoral qualification (for each hour worked)	48.05	48.77	49.50	50.99	52.52	54.09
Marking , as a supervising examiner, or marking requiring a significant exercise of academic judgment appropriate to a staff member at Level B status (for each hour worked).	56.34	57.19	58.04	59.78	61.58	63.43

Other Required Academic Activity

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

(a) Workshops

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

(b) Demonstration/Practical Classes

The term “**Demonstration/Practical Classes**” means a session requires minimal preparation with the primary purpose of demonstrating skills and supervising a group of students in practising those skills which have generally been presented in a lecture and/or

tutorial and includes any educational delivery described as a Demonstration/Practical Class in a course outline or in an official timetable issued by the University

- (c) Student Field Excursions
- (d) **Clinical sessions** other than clinical nurse education;
- (e) Performance and visual art studio sessions;
- (f) Musical coaching, repititeurship, and musical accompanying other than with special educational service;
- (g) Activities associated with the coordination of programs;
- (h) **Development of teaching and course materials** such as the preparation of course guides and reading lists and basic activities associated with course coordination;
- (i) **Consultation** with students;
- (j) Supervision;
- (k) Attendance at school and/or faculty meetings as required;
- (l) **Compulsory attendance** at lectures, tutorials, musical accompaniment or clinical nurse education presentation;
- (m) **Other** required academic activities.

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

	Current	1.5% From the start of the first pay period commencing on or after 31/03/14	1.5% From the start of the first pay period commencing on or after 30/09/14	3% From the start of the first pay period commencing on or after 31/03/15	3% From the start of the first pay period commencing on or after 31/03/16	3% From the start of the first pay period commencing on or after 31/03/17
Casual Loading	25.00%	25.00%	25.00%	25.00%	25.00%	25.00%
Other Required Academic Activity (for each hour of activity)	40.18	40.78	41.39	42.64	43.92	45.23
Other Required Academic Activity where the duties include full course coordination, or where the staff member has doctoral qualification (for each hour of activity)	48.05	48.77	49.50	50.99	52.52	54.09

SCHEDULE 3 - UNIVERSITY OF NEWCASTLE POSITION CLASSIFICATION STANDARDS

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

Level A

General Standard

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

Specific Duties

Specific duties required of a Level A academic may include:

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

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

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

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

Skill Base

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

Level B**General Standard**

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

Specific Duties

Specific duties required of a Level B academic may include:

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

Skill Base

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

Level C

General Standard

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

Specific Duties

Specific duties required of a Level C academic may include:

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

Skill Base

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

Level D**General Standard**

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

Specific Duties

Specific duties required of a Level D academic may include:

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

Skill Base

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

Level E

General Standard

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

Specific Duties

Specific duties required of a Level E academic may include:

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

Skill Base

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

SCHEDULE 4 – ACADEMIC WORK COMPONENTS

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

RESEARCH AND INNOVATION

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

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

TEACHING AND LEARNING

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

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

SERVICE AND ENGAGEMENT

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

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

ATTACHMENT

SHARON CHAMPNESS DIRECTOR, PEOPLE AND WORKFORCE STRATEGY

Contact person: Sharon Champness
Telephone: +61 2 4921 5284
Facsimile: +61 2 4921 6948
Email: Sharon.Champness@newcastle.edu.au



4 December 2014

Mr Myles Vincent
Associate to Commissioner McKenna
Fair Work Commission
80 William St
EAST SYDNEY NSW 2010

Dear Mr Vincent

MATTER No AG 2014/9875 - APPLICATION FOR APPROVAL OF THE UNIVERSITY OF NEWCASTLE ACADEMIC STAFF ENTERPRISE AGREEMENT 2014 UNDERTAKING UNDER s190 OF THE FAIR WORK ACT 2009

The University of Newcastle ["the University"] gives the following undertakings which shall apply while the above Agreement is in operation:

Clause 7.10(iii): Probation

The University provides the following undertaking:

Where employment is not confirmed at the end of a probationary period in accordance with Clause 7.10, and where Clause 7.10(iii) provides for payment which is lower than the NES requires, the staff member will be given notice or payment in lieu in accordance with the NES in satisfaction of the staff member's entitlement under both the NES and Clause 7.10(iii).

Clause 17: Managing Change

The University provides the following undertaking:

For the purpose of consultation about the change process in accordance with Clause 17 – Organisational Change, a staff member may be represented in accordance with Clause 52 of this Agreement.

Clause 56: Dispute Resolution

The University provides the following undertaking:

In relation to Clause 56.3, a staff member may be represented in accordance with Clause 52 of this Agreement.

Yours sincerely

A handwritten signature in black ink, appearing to read 'S. Champness', with a large, stylized flourish at the end.

Sharon Champness
Director
People and Workforce Strategy
Human Resource Services