



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

The University of Newcastle
(AG2023/2801)

THE UNIVERSITY OF NEWCASTLE ACADEMIC STAFF AND TEACHERS ENTERPRISE AGREEMENT 2023

Educational services

DEPUTY PRESIDENT SAUNDERS

NEWCASTLE, 13 SEPTEMBER 2023

*Application for approval of the University of Newcastle Academic Staff and Teachers
Enterprise Agreement 2023*

[1] An application has been made for approval of an enterprise agreement known as the *University of Newcastle Academic Staff and Teachers Enterprise Agreement 2023 (Agreement)*. The application was made pursuant to section 185 of the *Fair Work Act 2009 (Act)*. The Agreement is a single enterprise agreement.

[2] The *Fair Work Legislation Amendment (Secure Jobs, Better Pay) Act 2022 (Cth)* (Amending Act) made a number of changes to enterprise agreement approval processes in Part 2-4 of the Act, that commenced operation on 6 June 2023.

[3] Under transitional arrangements, amendments made by Part 14 of Schedule 1 to the Amending Act in relation to *genuine agreement* requirements for agreement approval applications apply where the *notification time* for the agreement was on or after 6 June 2023. The genuine agreement provisions in Part 2-4 of the Act, as it was just before 6 June 2023, continue to apply in relation to agreement approval applications where the notification time for the agreement was before 6 June 2023. The notification time for the Agreement was before 6 June 2023.

[4] Under transitional arrangements, amendments made by Part 16 of Schedule 1 to the Amending Act in relation to the *better off overall test* requirements for agreement approval applications apply where the agreement was *made* on or after 6 June 2023. The *better off overall test* provisions in Part 2-4 of the Act, as it was just before 6 June 2023, continue to apply in relation to agreement approval applications where the agreement was made before 6 June 2023. The Agreement was *made* on 3 August 2023.

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

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

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

[7] Pursuant to subsection 190(3) of the Act, I accept the Undertakings. The Undertakings are taken to be a term of the Agreement.

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

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

[10] The Agreement is approved and, in accordance with section 54 of the Act, will operate from 20 September 2023. The nominal expiry date of the Agreement is 30 April 2025.



DEPUTY PRESIDENT

Printed by authority of the Commonwealth Government Printer

<AE521475 PR766152>

Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.:

AG2023/2801

Applicant:

The University of Newcastle

Section 185 – Application for approval of a single enterprise agreement

Undertaking- Section 190

I, Martin Sainsbury, Chief People and Culture Officer for The University of Newcastle give the following undertakings with respect to the University of Newcastle Academic Staff and Teachers Enterprise Agreement 2023 ("the Agreement"):

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

ELICOS Teachers Casual Non-Teaching Rate

2. The ELICOS Teachers Casual Non-Teaching Rate at clause 4.1.1, Part C, Schedule 17 (Teachers) (**Casual Non-Teaching Rate**) of the Agreement shall be paid as follows:
 - (a) the ELICOS Teacher shall be paid the "casual hourly rate" for employee classification level 12 at clause 16.1(c) of the *Educational Services (Post-Secondary Education) Award 2020 (Award)*; and
 - (b) an increase in wage rates as a result of the **Award** Annual Wage Review will be applied to the "casual hourly rate" at (a) above and paid to Casual ELICOS Teachers in lieu of the **Casual Non-Teaching Rate** in the Agreement.
3. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



Signature

30 August 2023

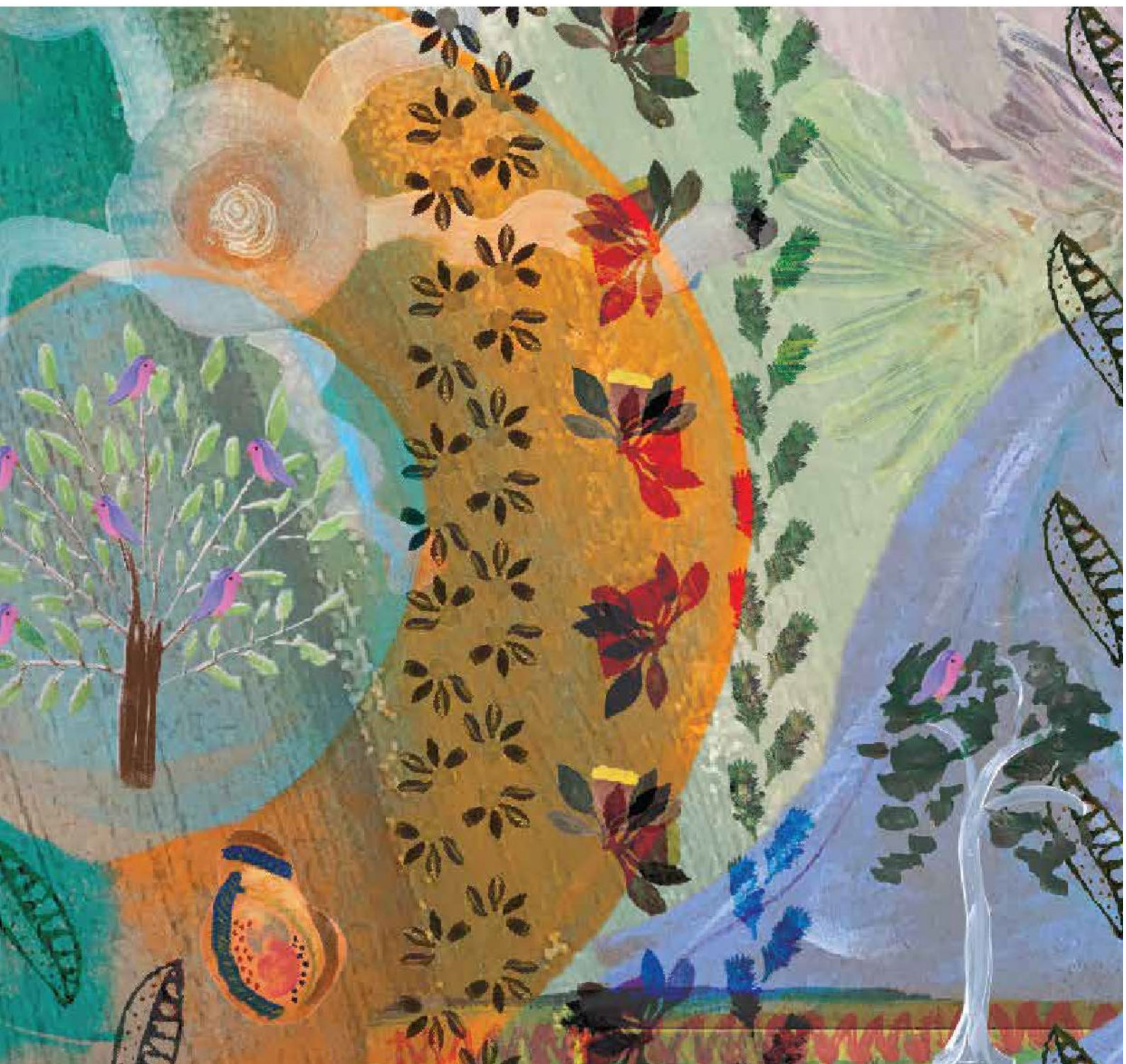
Date

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

UNIVERSITY OF NEWCASTLE ACADEMIC STAFF AND TEACHERS ENTERPRISE AGREEMENT 2023



THE UNIVERSITY OF
NEWCASTLE
AUSTRALIA



CONTENTS

PART 1	APPLICATION AND OPERATION	1
1.1.	Application.....	1
1.2.	Duration of the Agreement	1
1.3.	Operation of the Agreement.....	1
1.4.	Availability of the Agreement.....	1
PART 2	DEFINITIONS.....	2
2.1.	Meaning of terms in this Agreement	2
PART 3	WORKING AT THE UNIVERSITY	7
3.1	Terms of employment	7
3.2	Probation	7
3.3	Categories of employment	8
3.4	Additional employment.....	8
3.5	Full-time and part-time employment.....	8
3.6	Fixed Term Employment	8
3.7	Casual Employment	9
3.8	Right to apply for conversion to Continuing Employment	11
3.9	Calculating service for categories of employment	12
PART 4	SALARY AND CLASSIFICATIONS	13
4.1	Salary	13
4.2	Clinical loadings and other allowances	13
4.3	Incremental progression.....	13
4.4	Salary packaging.....	13
4.5	Superannuation	13
4.6	Position Classification Standards.....	14
PART 5	HOURS OF WORK AND ACADEMIC WORKLOAD	15
5.1	Hours of work	15
5.2	Academic workload	15
5.3	Components of Academic work allocation	15
5.4	Principles of Academic Work Allocation Models (AWAMs)	16
5.5	Processes for the allocation of individual Academic work	18
5.6	Reporting of work allocation.....	18
5.7	Review of work allocation.....	19
5.8	Role of the Staff Consultative Committee	19
5.9	Maintenance of AWAMs.....	19
5.10	Alignment with other processes	19
PART 6	LEAVE AND RELATED CONDITIONS	20
6.1	Leave entitlements	20
6.2	Public Holidays and University Holidays.....	20
6.3	Annual leave.....	20

6.4	Purchased leave scheme	21
6.5	Personal / carer's leave	21
6.6	Life leave	22
6.7	Long service leave	23
6.8	Parental and surrogacy leave	24
6.9	Other paid leave	27
6.10	Unpaid leave	28
PART 7	OUR COMMITMENTS	29
7.1	Our shared commitment to our values	29
7.2	Our commitment to Aboriginal and Torres Strait Islander staff	29
7.3	Our commitment to excellence	31
7.4	Our commitment to equity	31
7.5	Our commitment to engagement	32
7.6	Our commitment to safety, well-being, and sustainability	33
PART 8	SUPPORTING PERFORMANCE AND CAREER DEVELOPMENT	35
8.1	Our commitment to supporting performance and career development	35
8.2	Supporting professional and career development	35
8.3	Supporting staff as students	36
8.4	Supporting secondments, placements and transfers	36
8.5	Supporting a high-performance culture	36
PART 9	CONSULTATION ON WORKPLACE CHANGES	37
9.1	Consultation on major workplace change	37
9.2	Consultation on change to ordinary hours of work	39
PART 10	ENDING EMPLOYMENT AT THE UNIVERSITY	40
10.1	Resignation	40
10.2	Termination	40
10.3	Abandonment of employment	41
10.4	Managing underperformance	41
10.5	Managing misconduct / serious misconduct	41
10.6	Research Code breach	41
10.7	Suspension of employment	41
10.8	Redeployment and redundancy	42
10.9	Incapacity	42
10.10	Cessation of Contingent Employment	42
10.11	Expiry of Fixed Term Employment	43
10.12	Termination because work no longer required during Fixed Term Employment	45
PART 11	OTHER MATTERS	46
11.1	Individual flexibility arrangement	46
11.2	Dispute resolution	46
11.3	University positions referred to under this Agreement	48

11.4	Review of decisions under this Agreement	48
FORMAL AGREEMENT		49
SCHEDULE 1	TRANSITIONAL ARRANGEMENTS	
SCHEDULE 2	MANAGING PROBATION PROCEDURE	
SCHEDULE 3	SALARY RATES FOR FULL-TIME AND PART-TIME ACADEMIC STAFF	
SCHEDULE 4	CLINICAL LOADINGS AND OTHER ALLOWANCES.....	
SCHEDULE 5	MINIMUM CASUAL RATES FOR ACADEMIC STAFF.....	
SCHEDULE 6	THE UNIVERSITY OF NEWCASTLE ACADEMIC STAFF POSITION CLASSIFICATION STANDARDS	
SCHEDULE 7	ACADEMIC WORK COMPONENTS	
SCHEDULE 8	UNIVERSITY CLOSEDOWN DATES	
SCHEDULE 9	ANNUAL LEAVE LOADING	
SCHEDULE 10	PARENTAL LEAVE PROCEDURE	
SCHEDULE 11	MANAGING UNDERPERFORMANCE PROCEDURE.....	
SCHEDULE 12	MANAGING MISCONDUCT / SERIOUS MISCONDUCT PROCEDURE	
SCHEDULE 13	RESEARCH CODE BREACH PROCEDURE.....	
SCHEDULE 14	REDEPLOYMENT AND REDUNDANCY PROCEDURE	
SCHEDULE 15	MANAGING INCAPACITY PROCEDURE.....	
SCHEDULE 16	REVIEW OF DECISIONS	
SCHEDULE 17	TEACHERS	

PART 1 APPLICATION AND OPERATION

1.1. Application

1.1.1. This **Agreement** applies to and is binding on:

- a) **Academic Staff**, except for the Vice-Chancellor, the Deputy Vice-Chancellors or equivalent, the Pro Vice-Chancellors or equivalent, and any Academic Staff appointed as Heads of School or equivalent while they hold that appointment;
 - b) **Teachers**; (see [Schedule 17 – Teachers](#));
 - c) the **University**; and
 - d) **the NTEU**
- (herein referred to as, "the parties").

1.2. Duration of the Agreement

- 1.2.1. This **Agreement** will come into operation 7 days after it is approved by the Fair Work Commission.
- 1.2.2. The nominal expiry date of the **Agreement** is 30 April 2025.

1.3. Operation of the Agreement

- 1.3.1. If this **Agreement** provides a benefit or entitlement that is less beneficial for the staff concerned than the National Employment Standards (**NES**), then the **NES** will prevail to the extent of the inconsistency.
- 1.3.2. Unless specifically indicated, nothing in this **Agreement** will be taken as incorporating as a term of this **Agreement** any policy, procedure, guideline, or other administrative arrangements.
- 1.3.3. If, prior to this **Agreement** coming into operation, any of the parties had commenced a process under the **2018 Agreement**, then the parties will either continue to apply that process in accordance with the relevant terms of the **2018 Agreement** until it is concluded, or may instead agree in writing to apply the relevant terms of this **Agreement**, in accordance with the transitional arrangements - [Schedule 1 – Transitional arrangements](#). [Schedule 1 – Transitional arrangements](#) also provides for transitional arrangements in relation to the recognition of accrued personal leave under the **2018 Agreement**.
- 1.3.4. Three (3) months prior to the nominal expiry date of this **Agreement** the **University** will initiate discussions with staff **Representatives** on arrangements for the negotiation of a replacement agreement. Bargaining for a replacement agreement will commence no later than the nominal expiry date of this **Agreement**.

1.4. Availability of the Agreement

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

PART 2 DEFINITIONS

2.1. Meaning of terms in this Agreement

2.1.1 Terms used in the **Agreement** appearing in bold text are defined in the table below.

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

Term	Meaning
2018 Agreement	<i>The University of Newcastle Academic Staff and Teachers Enterprise Agreement 2018</i>
abandonment of employment	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 .
* Academic Staff	The staff employed in the classifications listed in Schedule 6 – The University of Newcastle Academic Staff Position Classification Standards of this Agreement .
Act	<i>Fair Work Act 2009</i> (Cth)
Agreement	<i>The University of Newcastle Academic Staff and Teachers Enterprise Agreement 2023</i>
campus	University campuses and locations, including Callaghan, Newcastle City, Central Coast, Sydney, Port Macquarie, and regional offices.
Casual Employment	Casual Employment has the meaning given in section 15A of the Act as amended from time to time. A casual staff member will be paid a 25% casual loading, which is paid as compensation for a casual staff member having no entitlement to the following benefits under this Agreement or under the NES : a) paid annual leave; b) paid personal leave; c) other forms of paid leave provided under this Agreement (other than Long Service Leave) or the NES; d) payment for absence on a Public Holiday or University Holiday; e) payment in lieu of notice of termination; and f) redundancy (or severance) pay.
child	For the purpose of Parental leave – clause 6.8 and Schedule 10 - Parental leave procedure - means: a) in relation to birth-related leave, a child (or children from a multiple birth) of the staff member or the staff member's spouse or partner; or b) in relation to adoption or fostering related leave, a child (or children) who will be placed with a staff member, and: • who is, or will be, not older than 5 years as at the day of placement, or the expected day of placement; • has not, or will not have, lived continuously with the staff member for a continuous period of 6 months or more as at the day of placement, or the expected day of placement; and • is not a child or stepchild of the staff member or the staff member's partner.
Contingent Employment	Employment that is substantially funded by Contingent Funding . Such employment has no fixed end date, and the contract is not terminable by the University other than during a probationary period, or for unsatisfactory performance, or for serious misconduct , or for serious Research Code breach; or incapacity (in which case the

	procedures and notice in Schedule 2 – Managing probation procedure , Schedule 11 – Managing underperformance procedure , Schedule 12 – Managing misconduct / serious misconduct procedure , Schedule 13 – Research Code breach procedure , Schedule 15 – Managing incapacity procedure apply), or by the occurrence of the contingency.
Contingent Funding	Funding external to the University , but not funding that is part of an operating grant from government.
Continuing Employment	All employment that is not Contingent Employment , Fixed Term Employment , or Casual Employment , and for which there is no set date for the employment to cease.
day of placement	For the purpose of Parental leave – clause 6.8 and Schedule 10 – Parental leave procedure - means the date of which the staff member first takes custody or becomes the guardian or permanent carer of the child for adoption or fostering.
delegate	A person to whom or to which a delegation has been made in accordance with the <i>University of Newcastle Delegation of Authority Policy</i> .
Deputy Program Convenor	A Teacher who has responsibilities to assist and deputise for the Program Convenor and to perform such duties as are required by the director of the work unit in consultation with the Program Convenor .
domestic and family violence and abuse	Refers to acts of violence and abuse that occur within a household or between family members including current or former partners in an intimate relationship. It may include physical, sexual, emotional or financial abuse and any other definition as provided for by the <i>Crimes (Domestic and Family Violence) Act 2007</i> (NSW) or as amended.
ELICOS	Means English Language Intensive Courses for Overseas Students
exceptional circumstances	For the purpose of Annual leave for Teachers – Schedule 17 - Teachers , Part A, clause 2.3 m) – means circumstances that result in either: • declaration of a national emergency by the Australian Government; or • declared emergencies or disasters in New South Wales impacting either the whole state or Local Government Areas within which our campuses are located.
expected date of birth	For the purpose of Parental leave – clause 6.8 and Schedule 10 – Parental leave procedure is the date identified by an appropriately qualified medical practitioner which relates to a full-term delivery date. The University recognises that this date might change as the pregnancy progresses.
family member	For the purpose of Personal/carer's leave – clause 6.5 includes: - a spouse or partner of the staff member, including same sex partner, former partner, de facto partner or former de facto partner; - 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 - any other close relative of the staff member, where "close relative" means a person related by blood, marriage, affinity, or according to Aboriginal and Torres Strait Islander kinship rules with whom the staff member has a significant relationship, or any other person with whom the staff member has a close and significant relationship.
Fixed Term Employment	Employment for a specified term, for which the instrument of engagement will specify the starting and finishing dates and for which during the term of employment the contract is not terminable by the University, other than during a probationary period, or for

	unsatisfactory performance, or for serious misconduct , or for serious Research Code breach, or incapacity (in which case the procedures and notice in Schedule 2 – Managing probation procedure , Schedule 11 – Managing underperformance procedure , Schedule 12 – Managing misconduct / serious misconduct procedure , Schedule 13 – Research Code breach procedure , Schedule 15 – Managing incapacity procedure apply), or where the work is no longer required to be undertaken,
Head Teacher	A Teacher who is responsible for duties in addition to teaching duties that may include: coordination of teaching and/or teaching related activities; supervision; preparation and design of course structure and syllabus; allocation of teaching duties and timetabling; coordination of professional development teacher training; student allocation; counselling students on academic issues; and other associated administrative duties.
independent medical practitioner	For the purpose of Incapacity – Schedule 15 – Managing incapacity procedure , is a medical practitioner with the relevant area of expertise chosen by the staff member from a list of medical practitioners supplied by the University sourced from the website of the appropriate Australian Royal College.
major workplace change	Changes in organisation, program, structure or technology that are likely to have significant effects on staff members. Significant effects includes, but are not limited to: a) terminating the employment of staff members as a result of redundancy; b) major changes in the composition of the University's workforce; c) major reduction in the size of the University's workforce; d) major changes to the operation of the University's workforce; e) major changes to the skills required of staff members. f) elimination or diminution of job opportunities, promotion opportunities or job tenure; g) major change to hours of work required to be performed by staff members; h) the need to retrain staff members; i) transferring staff members to another campus; j) restructuring jobs in situations involving more than one staff member within the same organisational unit; or k) proposals to outsource.
misconduct	Conduct which is not serious misconduct but which is nonetheless conduct which is unsatisfactory.
NES	National Employment Standards contained in the Act .
NTEU	The National Tertiary Education Industry Union
partner	For the purpose of Parental leave – clause 6.8 means the spouse or de facto of the primary carer , including a same sex partner.
personal property	For the purpose of clause 7.6.6 – means a staff member's clothes, spectacles, hearing aid or tools of trade which are ordinarily required for the performance of duties.
primary carer	For the purpose of Parental leave – clause 6.8 means the person who takes primary responsibility for the care of a newborn or newly adopted child . The primary carer is the person who meets the child's physical needs more than anyone else. Only one person can be a child's primary carer on a particular day.
probation	An extension of the appointment process and offers a period of mutual testing, during which time decisions on continuation of employment can be made.

Program Convenor	A Teacher whose duties include managing, supervising and administering a program.
Public Holiday	Means public holidays declared for the State of New South Wales including any substitute public holidays under the <i>Public Holidays Act 2010</i> (NSW).
Representative	A person chosen to act as a representative of a staff member or of the University. The person must not be a practising legal practitioner, such as a barrister or solicitor. With respect to staff members, the Representative should be a staff member of the University, or an official or office holder of the NTEU.
Research Code	<i>Australian Code for the Responsible Conduct of Research, 2018</i> (as amended or replaced from time to time).
serious misconduct	Means: a) serious misbehaviour of a kind which constitutes a serious impediment to the carrying out of a staff member's duties or to a staff member's colleagues carrying out their duties; b) serious dereliction of the duties required of the staff member's office; c) conviction by a court of an offence which constitutes a serious impediment of the kind referred to in (a) above. Serious misconduct includes: a) wilful or deliberate behaviour by a staff member that is inconsistent with the continuation of the contract of employment; b) conduct that causes serious and imminent risk to: i. the health or safety of a person; or ii. the reputation, viability, or profitability of the University; c) the staff member, in the course of the staff member's employment, engaging in: iii. theft; or iv. fraud; or v. assault; or vi. sexual harassment. d) the staff member being intoxicated at work such that, the staff member's faculties are, by reason of the staff member being under the influence of intoxicating liquor or a drug (except a drug administered by, or taken in accordance with the directions of, a person lawfully authorised to administer the drug), so impaired that the staff member is unfit to be entrusted with the staff member's duties or with any duty that the staff member may be called upon to perform; e) the staff member refusing to carry out a lawful and reasonable instruction that is consistent with the staff member's contract of employment; or f) serious and/or repeated bullying or harassment. Serious misconduct may include persistent and repeated instances of proven misconduct which evidence a pattern of behaviour.
* staff	The employees of the University covered by this Agreement .
* staff member	An employee of the University covered by this Agreement
substantive salary level at date of separation	For the purpose of Schedule 14 – Redeployment and redundancy procedure - means the salary level (excluding any applicable loadings or allowances) for the staff member's substantive position, including any temporary or fixed term variation(s) to the staff member's substantive position, (e.g. variation to the time fraction pursuant to or resulting from a flexible work arrangement). For clarity, this does not

	include any variations to the staff member's terms and conditions of employment pursuant to a secondment arrangement. The University will not unreasonably refuse a staff member's request to rescind a flexible work arrangement such that the staff member will revert to the substantive salary level (including fraction) as if the flexible work arrangement were not in place prior to the date of termination.
superannuable salary	For the purpose of Superannuation – clause 4.5 – is the salary or rate prescribed in Schedule 3 – Salary rates for Full-time and Part-time Academic Staff , Schedule 17 – Teachers and Schedule 5 – Minimum Casual Rates for Academic Staff plus any allowances and/or loadings the University deems to be superannuable allowances and/or loadings.
* supervisor	A person with line management responsibility of a staff member.
surrogate	For the purpose of Parental and Surrogacy leave – clause. 6.8 - is a woman who is pregnant for the purpose of carrying a baby to term for another parent/s, including for adoption.
Teacher	Means a staff member engaged as a: a) ELICOS Teacher – providing education and training to persons over the age of 16 years who have exited the school education system; and includes ELICOS; or b) Community Music Teacher – delivering a range of non-tertiary music education, training and performance opportunities for the general public including early childhood music classes. The University's Conservatorium of Music also delivers tertiary education courses taught by Academic Staff that are separate to the non-tertiary music program activities delivered by Community Music Teachers.
Union	The NTEU
University	The University of Newcastle
University Holidays	Means the days under Schedule 8 – University closedown dates that are identified as University Holidays, the Tuesday immediately following Easter Monday and, and any further days declared by the University to be University Holidays.

PART 3 WORKING AT THE UNIVERSITY

3.1 Terms of employment

- 3.1.1 New staff members will be provided with an instrument of employment that sets out key terms that will apply to the staff member on commencement of their employment, including (but not limited to):
- a) their category of employment (as per clause 3.3), duties, primary place of employment and reporting relationships;
 - b) their classification level, salary and superannuation arrangements;
 - c) for non-Casual Employment, their hours or the fraction of full-time hours to be worked;
 - d) for **Contingent Employment**, the contingency;
 - e) for **Fixed Term Employment**, the category of fixed term employment and the period of the fixed term with a starting and finishing date;
 - f) for **Casual Employment**, the duties anticipated to be required, the number of hours anticipated to be required, the rate of pay for each class of duty and a statement that any additional duties during the term will be paid for;
 - g) for a staff member on **probation**, the length, and terms of the **probation**; and
 - h) other main conditions of employment including, any rights to conversion, under the **Agreement**, if any.
- 3.1.2 Staff will be provided, upon request, with a written statement of service stating their period of employment and duties performed; or other information listed in clause 3.1.1 above which may include details of the **Contingent Funding** providing for **Contingent Employment**.

3.2 Probation

- 3.2.1 Staff members, except for those engaged in **Casual Employment**, may be required to undertake a **probation** period:
- a) in their first appointment that is not in **Casual Employment**, including after any conversion from **Casual Employment** to non-Casual Employment; and
 - b) in their first appointment in **Continuing Employment**, if the staff member was previously employed in a different role to that of their first appointment in **Continuing Employment**.
- 3.2.2 Academic Staff may be subject to a probationary period as follows:
- a) for **Continuing Employment** – up to 2 years, which may be extended for a further year; or
 - b) for **Fixed Term Employment** – up to one third of the fixed term, which may be extended for a further six months.
- 3.2.3 **Teachers** may be subject to a probationary period of 6 months, which may be extended for a further period of 6 months.
- 3.2.4 The procedure for managing probation will be in accordance with [Schedule 2 – Managing probation procedure](#). Staff on **probation** are not subject to the procedures in this **Agreement**, in relation to managing underperformance or **misconduct** / **serious misconduct** or **Research Code** breach.

3.3 Categories of employment

3.3.1 Staff are employed in the following categories:

- a) **Continuing Employment;**
- b) **Contingent Employment;**
- c) **Fixed Term Employment;** or
- d) **Casual Employment.**

3.4 Additional employment

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

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

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

3.5 Full-time and part-time employment

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

3.5.2 Part-time entitlements are provided on a pro rata basis calculated according to the fraction of full-time hours worked.

3.6 Fixed Term Employment

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

- a) Specific task or project - being a definable work activity which has a starting time, and which is expected to be completed within an anticipated timeframe. Without limiting the generality of that circumstance, it will also include a period of employment provided for from identifiable funding external to the **University**, not being funding that is part of an operating grant from government or funding comprised of payments of fees made by or on behalf of students.
- b) Research - being work activity by a person engaged on research-only functions for a contract period not exceeding five years.
- c) Replacement staff member – offered where a staff member is:
 - i. undertaking work activity replacing a full-time or part-time staff member for a definable period for which the replaced staff member is either on an authorised leave of absence or is temporarily seconded away from the staff member's usual work area; or
 - ii. performing the duties of:
 - I. a vacant position which the **University** has made a definite decision to fill and has commenced recruitment action; or

- II. a position, the normal occupant of which is performing higher duties pending the outcome of recruitment action initiated by the **University** and in progress for that vacant higher duties position;

until a full-time or part-time staff member is engaged for the vacant position or vacant higher duties position as applicable.

- d) Recent professional practice - where a curriculum in professional or vocational education requires that work be undertaken by a person to be engaged who has recent practical or commercial experience, the person may be engaged on a fixed term contract not exceeding 2 years.
- e) Pre-retirement contract - being a fixed term contract offered to a staff member for a period of up to 5 years immediately preceding retirement.
- f) Fixed Term contract employment subsidiary to studentship - where the work is within the academic units or associated research units and is work generally related to a degree course that the student is undertaking, provided that:
 - i. such fixed term contract employment will be for a period that does not extend beyond, or that expires at the end of, the academic year in which the person ceases to be a student, including any period that the person is not enrolled as a student but is still completing postgraduate work or is awaiting results; and
 - ii. an offer of fixed term employment under this category will not be made on the condition that the person offered the employment undertake the studentship.

3.6.2 Where a staff member is to be engaged on work activities that come within the descriptions of multiple circumstances in clause 3.6.1, the fixed term appointment will generally be categorised according to the primary category for the work activity.

3.7 Casual Employment

Payment

3.7.1 Staff in **Casual Employment** will be paid according to the duties undertaken.

3.7.2 Casual rates of pay for Academic Staff are described in [Schedule 5 – Minimum Casual Rates for Academic Staff](#). Casual rates for **Teachers** are described in [Schedule 17– Teachers](#), Part C. These rates include the casual loading.

3.7.3 The casual rates for Academic Staff provided for in [Schedule 5 – Minimum Casual Rates for Academic Staff](#) are derived from 3 base rates calculated using the following formulae:

- a) 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.
- b) 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.
- c) 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.

3.7.4 Casual Academic Staff required to deliver or present a lecture, tutorial, musical accompanying, or clinical education are paid a rate that includes duties associated with those activities and/or preparation times pursuant to the rates in [Schedule 5 – Minimum Casual Rates for Academic Staff](#). This includes a higher payment where the duties include full course coordination or where the staff member has a doctoral qualification in respect of tutorials, musical accompanying and clinical education. Additional required course coordination duties will be paid at the 'Other Required Academic Activities' rate specified in [Schedule 5 – Minimum Casual Rates for Academic Staff](#). These payment arrangements will apply for a defined period

when a casually employed Academic Staff member relieves another staff member as the course coordinator.

- 3.7.5 For Casual Academic work other than that which is paid by rates with associated working time included:
- a) a casual staff member will be engaged and paid for a specific number of hours, which is to be clearly communicated to the casual staff member before the work commences;
 - b) the casual staff member must cease work once they complete the specific number of hours for which they have been engaged, because they have no entitlement to payment for any additional hours unless further hours are allocated; and
 - c) the **University** may inform the casual staff member of their expectations of the work. If the casual staff member believes that they will not be able to complete work within the expected time, the casual staff member should inform their **supervisor** as soon as practicable.
- 3.7.6 Staff in **Casual Employment** must be engaged and paid for at least 2 hours of work on each occasion they are required to attend work, inclusive of any incorporated time and payment for preparation or associated working time.
- 3.7.7 Staff in **Casual Employment** will be paid a minimum of 2 hours for induction / orientation / training, for all hours of work performed, at the appropriate rate of pay, except for staff already provided payment for the activities by the **University** within a 12-month period.
- 3.7.8 Where in relation to induction / orientation the **University** directs a staff member to work more than the minimum hours for which payments are provided for in clause 3.7.7 or to undertake mandatory training required to perform the role, the staff member will be paid for all hours of work performed at the appropriate rate.

Incidence of Casual Employment

- 3.7.9 Where the nature of the work being offered fits one or more circumstances outlined in clause 3.6 (**Fixed Term Employment**) and is for a period of more than 12 months, **Casual Employment** should not be offered.

Access to facilities

- 3.7.10 Staff in **Casual Employment** are to be provided with the following to effectively perform the requirements of the staff member's position:
- a) access to secure storage for personal and **University** effects;
 - b) adequate and appropriate workspace including access to photocopying facilities, telephone, location for receiving mail and administrative facilities;
 - c) access to the **University's** IT network and facilities as appropriate for the duties that the staff member is performing, including use of a computer terminal within the **University's** premises;
 - d) 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.

Academic decasualisation program

- 3.7.11 During the nominal term of the **Agreement**, the **University** will create a minimum of 14 full-time equivalent (FTE) **Continuing Employment** positions to replace the work currently undertaken by staff in **Casual Employment**, **Fixed Term Employment** and/or **Contingent Employment**.
- 3.7.12 These positions will be advertised internally within the **University**. Internal applications may be made by staff in **Casual Employment**, **Fixed Term Employment** or **Contingent Employment**. If an internal applicant has the necessary skills, qualifications and experience to undertake the role, they will be appointed to the position. If two or more internal applicants are suitable for the role, the **University** will select the best candidate.

- 3.7.13 In the event that there are no internal applicants who have the necessary skills, qualifications and experience to undertake the role, the **University** will advertise the role externally. Provided the **University** has not unreasonably delayed in seeking internal and external applicants for the role, the **University** will not be in breach of its obligation to create a new FTE role during the nominal term of the **Agreement** if there are no suitable internal or external applicants for the role.
- 3.7.14 The **University** may allocate work to these 14 FTE **Continuing Employment** positions in an initial ratio of 70/20/10 between teaching and learning, research and innovation, and leadership and engagement respectively. Alterations to the initial allocation ratio may be modified through the annual performance review process.

3.8 Right to apply for conversion to Continuing Employment

Conversion from **Contingent Employment** to **Continuing Employment**

- 3.8.1 Where an Academic Staff member or a **Teacher** was employed in a **Contingent Employment** position through a competitive and open selection process, and the staff member has performed at a satisfactory level in the position, the staff member may apply for conversion to **Continuing Employment** on the same salary and classification.
- 3.8.2 In addition to clause 3.8.1, where an Academic Staff member or **Teacher** has been employed in a **Contingent Employment** position for 12 months or more, they may apply for conversion to **Continuing Employment** on the same salary and classification. The application will be considered through a merit-based process to assess the staff member's suitability for appointment to determine whether or not they meet the requirements of the role they are applying to be converted to.
- 3.8.3 The **University** may only refuse conversion on reasonable grounds. Generally, conversion would not be approved in the following circumstances:
- a) where the work is not ongoing in nature; or
 - b) where the staff member was replacing another staff member on leave or secondment from the workplace; or
 - c) where the staff member was employed in a pre-retirement or post-retirement contract; or
 - d) where the position held by the staff member was one specifically designed for **University** students; or
 - e) where the position was for a specific task or project; or
 - f) where the staff member was employed in **Contingent Employment** and the status of the funding of the position remains unchanged.
- 3.8.4 The **delegate** 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 4 weeks of the application.
- 3.8.5 A staff member must not be engaged and re-engaged, nor have their hours reduced, in order to avoid any obligation to offer conversion.

Conversion from **Fixed Term Employment** to **Continuing Employment**

- 3.8.6 Where an Academic Staff member or **Teacher** was employed in a **Fixed Term Employment** position through a competitive and open selection process, and the staff member has performed at a satisfactory level in the position, if further employment is offered under clause 10.11.5, the staff member may apply for conversion to **Continuing Employment** on the same salary and classification.
- 3.8.7 In addition to clause 3.8.6, where an Academic Staff member or **Teacher** has been employed in a position on **Fixed Term Employment** for more than 12 months and further **Fixed Term Employment** if offered, they may apply for conversion to **Continuing Employment** on the same salary and classification. The application will be considered through a merit-based

process to assess the staff member's suitability for appointment to determine whether or not they meet the requirements of the role they are applying to be converted to.

3.8.8 The **University** may refuse conversion on reasonable grounds. Generally, conversion would not be approved in the following circumstances:

- a) where the work is not ongoing in nature; or
- b) where the staff member was replacing another staff member on leave or secondment from the workplace; or
- c) where the staff member was employed in a pre-retirement or post-retirement contract; or
- d) where the position held by the staff member was one specifically designed for **University** students; or
- e) where the position was for a specific task or project; or
- f) where the staff member was employed in **Contingent Employment** and the status of the funding of the position remains unchanged.

3.8.9 The **delegate** will determine an application for conversion and provide a written response, including reasons, to the staff member within 4 weeks of the application.

3.8.10 A staff member must not be engaged and re-engaged, nor have their hours reduced, in order to avoid any obligation to offer conversion.

3.9 Calculating service for categories of employment

3.9.1 Under this **Agreement**, unless specifically provided otherwise (such as with respect to the specific rules for long service leave – clause – 6.7) or where required under the **NES**, the following rules apply in calculating service, accrual of leave and continuous service for certain categories of employment:

- a) any period when a staff member is or was in **Casual Employment** will not count towards service and therefore will not contribute towards continuous service unless otherwise provided by this **Agreement**;
- b) breaks between **Contingent Employment** appointments or **Fixed Term Employment** appointments of up to 2 occasions per year, and of up to 6 weeks on each occasion, will not constitute a break in continuous service but will not count towards service;
- c) a break between **Contingent Employment** or **Fixed Term** Employment contracts, where the second or subsequent **Contingent Employment** or **Fixed Term Employment** contract is for the same position, and if that break covers the summer period between main semesters, will not constitute a break in continuous service but will not count towards service; and
- d) any period when a staff member is on approved unpaid leave will not constitute a break in continuous service but will not count towards service.

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

PART 4 SALARY AND CLASSIFICATIONS

4.1 Salary

4.1.1 Salaries and casual rates as at the commencement of this **Agreement** for Academic Staff are prescribed in [Schedule 3 – Salary Rates for Full-time and Part-time Academic Staff](#) and [Schedule 5 – Minimum Casual Rates for Academic Staff](#) and, [Schedule 17 - Teachers](#) for **Teachers**.

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

- a) 5% increase to be paid from the commencement of this **Agreement**, based on rates under the **2018 Agreement** as at the time of this **Agreement** commenced to operate, as prescribed in [Schedule 3](#) and [Schedule 5](#) for Academic Staff and, [Schedule 17](#) for **Teachers**.

Note: For the avoidance of doubt, rates in the “Current” column in [Schedule 3](#), [Schedule 5](#) and [Schedule 17](#) are inclusive of this 5% increase.

- b) 4% increase to be paid from the start of the first pay period commencing on or after 1 March 2024.
- c) 4% increase to be paid from the start of the first pay period commencing on or after 1 March 2025.

4.1.3 Within 28 days of this **Agreement** commencing to operate, the 5% increase referenced in clause 4.1.2 a) is to be backdated to the first pay period on or after 1 April 2023 and this backpayment amount is to be paid to each eligible staff member as a lump sum. This backpayment will be applied to the base salaries and hourly rates (including casual loading) that applied to the eligible staff member in respect of their employment between the first pay period on or after 1 April 2023 and the date of commencement of operation of this **Agreement**. The calculation of the backpay will exclude any penalties, loadings (other than casual loading) and/or allowances paid to the staff member in this period. To be eligible for backpay provided by this clause the staff member must be employed by the **University** on the date this **Agreement** commences to operate.

4.2 Clinical loadings and other allowances

4.2.1 Payment of clinical loadings to eligible Academic Staff will be determined in accordance with [Schedule 4 – Clinical loadings and other allowances](#).

4.2.2 Other monetary allowances will be paid to eligible staff subject to the terms in [Schedule 4](#) and [Schedule 17 – Teachers](#).

4.3 Incremental progression

4.3.1 Staff in **Continuing Employment**, **Contingent Employment** and **Fixed Term Employment** will ordinarily receive incremental progression on an annual basis subject to satisfactory performance in accordance with the relevant classification level.

4.3.2 Staff will be advised in writing of the reasons where incremental progression is denied.

4.4 Salary packaging

4.4.1 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.

4.5 Superannuation

4.5.1 The **University** will make superannuation contributions for staff (other than staff in **Casual Employment**) at the rate of 17% of salary in respect of a staff member's **superannuable salary**.

- 4.5.2 The **University** will make superannuation contributions for staff in **Casual Employment** in accordance with the minimum contributions required to be made for the staff member under the *Superannuation Guarantee (Administration) Act 1992 (Cth)*.
- 4.5.3 Superannuation contributions for staff employed at the commencement date of this **Agreement**, who are members of the NSW State Superannuation Scheme or NSW State Authorities Superannuation Scheme, will continue to be made in accordance with the requirements of the relevant Scheme.
- 4.5.4 To the extent permissible by legislation (including in respect of super stapling) the **University** will adopt UniSuper as the default superannuation fund for new staff. A UniSuper information pack and access to the UniSuper digital choice form will be provided to the staff member with their instrument of employment and when providing a standard choice form.
- 4.5.5 UniSuper is the default fund for this **Agreement** to the extent permitted by law.
- 4.5.6 Where it is practicable to do so, the **University** will facilitate requests from UniSuper to run information events and briefing sessions on UniSuper products and services, this includes both on-line and in person events. Staff members will be able to access these events without loss of pay subject to operational requirements of their work units.
- 4.5.7 Staff who are UniSuper Board Members or UniSuper Consultative Committee Members will be allowed to take reasonable paid time off work to prepare for and attend meetings, which will count as part of their **University** work.
- 4.6 Position Classification Standards**
- 4.6.1 The Position Classification Standards in [Schedule 6 – The University of Newcastle Academic Staff Position Classification Standards](#) describe the broad category of responsibilities of Academic Staff at different levels.

PART 5 HOURS OF WORK AND ACADEMIC WORKLOAD

5.1 Hours of work

- 5.1.1 The daily hours of work for Academic Staff are not prescribed. Academic Work Allocation Models (AWAMs) and allocations of work to individual Academic Staff are based on a maximum of 1672.5 annual working hours, comprising 37.5 paid hours per week for 44.6 weeks, which excludes annual leave, **Public Holidays** and **University Holidays**.
- 5.1.2 Although an individual staff member may elect to work additional hours in one or more of the 3 domains of academic work, such elective work must be above the allocated work and cannot be substituted for allocated work.
- 5.1.3 Additional paid work will not be considered part of AWAMs. Such additional work must be approved in advance and may only be undertaken if it does not adversely affect a staff member's carrying out of all allocated work.
- 5.1.4 The following considerations normally apply to the allocation and scheduling of teaching:
- teaching is undertaken in 2 semesters with appropriate year beginning and year end breaks; or
 - teaching is undertaken in 2 trimesters within the 3 trimesters per year model; or
 - 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 3 years and includes an annual minimum period of 12 weeks, excluding annual leave, free of teaching and teaching-related activities.
- 5.1.5 The management of academic work will operate within the following parameters:
- 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.
 - staff members will not be required to undertake scheduled teaching on **Public Holidays**, weekends, or before 8:00am or after 9:00pm unless agreed.
 - staff members will have a minimum break of 12 hours after completion of teaching on one day and before commencement of teaching on the next.
 - 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.

5.2 Academic workload

Aim

- 5.2.1 The **University** will use the following principles and processes for the development, implementation, maintenance and review of College 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 Colleges and Schools in line with the **University's** Strategic Plan and performance expectations of Academic Staff.

5.3 Components of Academic work allocation

- 5.3.1 The components of academic work as outlined in [Schedule 6 - The University of Newcastle Academic Staff Position Classification Standards](#), [Schedule 7 - Academic Work Components](#), and the performance expectations for Academic Staff will together inform the development and maintenance of AWAMs and the allocation of work to individual Academic Staff.
- 5.3.2 AWAMs and individual work allocations will take account of the 3 main domains of academic work, including the administrative components of each:

- a) Research and innovation;
- b) Teaching and learning; and
- c) Leadership and engagement.

5.4 Principles of Academic Work Allocation Models (AWAMs)

- 5.4.1 Each College or School in the **University** will maintain an AWAM which allocates work to Academic Staff in accordance with the principles set out in the balance of the clauses of Part 5 of this **Agreement**. Changes to AWAMs, including the creation of new AWAMs, may be approved following consultation with staff of the College or School and consideration of feedback from staff about the effects of the changes or creation of a new AWAM. Prior to approval, all new or substantially changed AWAMs, including a report on de-identified feedback themes received from staff will be discussed at the Staff Consultative Committee and require approval of the relevant College Pro Vice-Chancellor (PVC) and the Deputy Vice-Chancellor (Academic) (DVC (A)).
- 5.4.2 AWAMs and individual Academic Staff work allocations will be published within each College and School. The **University** will maintain an IT platform for the recording of work allocation that will be used to inform work allocation discussions and planning and will be used to support reporting of trends on a School, College and **University**-wide basis. Each College and School will be responsible for publishing and maintaining its AWAM and associated work allocations using the **University** IT platform.
- 5.4.3 The operation of AWAMs will aim to minimise administrative burden by using corporate data where possible.
- 5.4.4 The **University** will consult with the **NTEU** through the Staff Consultative Committee about the maintenance of AWAMs (see clause 5.8).
- 5.4.5 College 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 5.1.1 will be documented as part of the AWAM.
- 5.4.6 Where a new AWAM is created, clear transitional arrangements will be included as part of the implementation of the model.
- 5.4.7 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:
- a) generally, a balanced work allocation for a 'teaching and research' academic will be 40% 'research and innovation', 40% 'teaching and learning', and 20% 'leadership and engagement';
 - b) where clause 5.4.7(a) 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 'leadership and engagement', applicable to continuing 'teaching and research' and fixed term staff on appointments greater than one year;
 - c) work allocation for research-only staff may exclude the 'teaching and learning' domain.
- 5.4.8 If a workload model implemented by the **University** assigns a percentage to the teaching and learning, research and innovation, and leadership and engagement domains required of an Academic:
- a) The percentage may be applied to the annual working hours for a full-time Academic Staff member (1,672.5) (adjusted pro-rata for part-time staff) and the result must reasonably reflect the number of hours it would take an Academic Staff member with the skills, experience and expertise of the Academic Staff member to undertake the teaching and learning, research and innovation, and leadership and engagement required.
 - b) For example, for a full-time Academic Staff member with a 40/40/20 allocation for

teaching and learning, research and innovation, and leadership and engagement respectively:

- i. 669 (40% of 1,672.5 = 669) is approximately the number of hours it should reasonably take the Academic Staff member to undertake the research and innovation component of their role;
 - ii. 669 (40% of 1,672.5 = 669) is approximately the number of hours it should reasonably take the Academic Staff member to undertake the teaching and learning component of their role. If a course allocated to the Academic is assigned a percentage of 20%, then 334.5 (20% of 1,672.5 = 334.5) is approximately the number of hours it should reasonably take the Academic Staff member to deliver the course in the manner determined by the **University**; and
 - iii. 334.5 (20% of 1,672.5 = 334.5) is approximately the number of hours it should reasonably take the Academic Staff member to undertake the leadership and engagement component of their role.
- c) It is acknowledged that delivery of a course may include preparing for and presenting lectures, preparing for and delivering tutorials, workshops, laboratories or the like, marking assignments and exams, travelling to a different location from where the Academic Staff Member is ordinarily based to deliver a lecture, tutorial, workshop, laboratory or the like, and undertaking any course co-ordination responsibilities.
- d) When the **University** notifies an Academic Staff member that they have been assigned a course, or part of a course, to teach, the **University** must inform the Academic Staff member, in writing, of the percentage allocated to that course, together with:
- i. an explanation as to the factors which have been taken into account to determine the percentage;
 - ii. a statement that the **University** expects that the Academic Staff member will reasonably be able to deliver the course (or part allocated to them) in X hours, where X = the percentage allocated to the course multiplied by 1,672.5);
 - iii. a statement that the Academic Staff member may discuss the matter with their Head of School, in the first instance, if they have any concerns about the percentage allocated to the course; and
 - iv. a statement that the Academic Staff member may take up the matter with their College Pro Vice-Chancellor (PVC) or equivalent if they the issue is not resolved by their Head of School.
- e) The written information provided to each Academic Staff member in accordance with paragraph d) above, for each course assigned to them, must be made available for other Academic Staff member to access and read. The **University** will redact the name of the Academic Staff member who taught the course before making the information accessible.
- f) It is acknowledged that the **University** has the right, subject to the relevant **University** processes, to determine the manner in which a course will be taught to students (for example, the **University** may determine that a particular course will be taught by a weekly two-hour lecture and 2 x one-hour tutorials each week). As a result, if the percentage allocated by the **University** to a particular course is too low having regard to the time it would take an Academic Staff member with the skills, experience and expertise of the Academic Staff member to whom the course has been allocated to deliver the course, then the **University** may decide that the course is to be delivered in a different way. Alternatively, in these circumstances the **University** may decide to increase the percentage allocated to the course so that it reflects the time it would take an Academic Staff member with the skills, experience and expertise of the Academic Staff member to whom the course has been allocated to deliver the course, engage casual or other staff to assist in the delivery of the course, or take some other step to address the problem.
- g) If an Academic Staff member has concerns about the duties they are required to

undertake to fulfill the teaching and learning, research and innovation, and leadership and engagement components of their role, they may take the steps explained in paragraph d) iii and iv to address the concerns. The **University** may exercise its discretion, subject to clause 5.4.7, to alter the percentage split between teaching and learning, research and innovation, and leadership and engagement for the Academic Staff member to better reflect the duties required to be performed by the Academic Staff member. For example, an Academic Staff member with a high research workload may have their teaching percentage decreased and their research percentage increased to better reflect the requirements of their position. Alternatively, an Academic Staff member with a high teaching workload may have their research and innovation percentage decreased and their teaching and learning percentage increased to better reflect the requirements of their position.

- h) For the avoidance of doubt, the requirements set out in paragraphs a) to f) above do not impact the election which an Academic Staff member may make in accordance with clause 5.1.2 to work additional hours in one or more of the three domains of academic work.

5.4.9 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.

5.4.10 The **University** acknowledges that should changes to sector policy and funding impact on its ability to meet its commitments in this clause, it will consult with staff and through the Staff Consultative Committee about appropriate changes.

5.5 Processes for the allocation of individual Academic work

5.5.1 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.

5.5.2 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 3-year cycle.

5.5.3 Work allocation will take into account: the level and type of academic appointment; alignment with agreed performance expectations; time fraction; leave plans; approved Special Studies Programs; carer responsibilities; disabilities; and the general health and safety of staff such that individual staff members are not required to work excessive hours. The allocation of work to individual staff will take into account their agreed performance plans and ensure they can reasonably achieve the agreed performance expectations.

5.5.4 Research student supervision including within time end-on Honours dissertations, MPhil, PhD, or Professional Doctorate will be accorded an equal work allocation.

5.5.5 AWAMs and individual work allocations will take into account:

- a) All modes of teaching delivery (face-to-face, online, blended, and condensed)
- b) Actual student numbers for which an Academic is responsible
- c) Number of staff (e.g. tutors, demonstrators) for which an Academic is responsible
- d) Duties associated with course coordination and program convening
- e) New course and new program development of a substantial nature
- f) Discretionary work for strategic matters subject to Pro Vice-Chancellor (PVC) or Head of School (HOS) approval.

5.6 Reporting of work allocation

5.6.1 Each College or School will be responsible for publishing and maintaining its AWAM and associated individual staff work allocations, using the approved **University** IT platform for the recording and reporting of work allocation data, supported by Human Resource Services and

IT Services. AWAMs and individual Academic staff work allocations will aim to be published by the 31st January of the year in which they apply.

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

5.6.3 The **University** will report de-identified academic work allocation trends on a School, College and **University** wide basis annually to the Staff Consultative Committee. Reports will include: work allocations across the 3 dimensions of academic work - teaching and learning, research and innovation, leadership and engagement, as or readily translatable, into hours of work.

5.7 Review of work allocation

5.7.1 A staff member may request a review of work allocation by discussing details with their Head of School (HoS) 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 (PVC) or nominee. Should the matter remain unresolved, a staff member may seek to have their work allocation reviewed through the inquiry officer procedure in [Schedule 16 – Review of decisions](#) of this **Agreement**.

5.8 Role of the Staff Consultative Committee

5.8.1 The Staff Consultative Committee will:

- a) Monitor the operation of AWAMs.
- b) Monitor and review annually average work allocations and their distribution within each College and across the **University** for the three main domains of academic work — 'research and innovation', 'teaching and learning', and 'leadership and engagement', and the associated administrative duties within each domain.
- c) Monitor and review student / staff ratios annually.
- d) Consider proposed new AWAMs, and any revisions of a substantial nature, and provide recommendations to the relevant Pro Vice-Chancellor (PVC) and Deputy Vice-Chancellor (Academic) (DVC (A)).
- e) Review the reasonableness of models and values given to work allocation factors and provide recommendations for change where appropriate to the Deputy Vice-Chancellor (Academic) (DVC (A)).

5.9 Maintenance of AWAMs

5.9.1 In addition to the principles of AWAMs set out above at clauses 5.4.1 to 5.4.10, the following additional provisions apply:

- a) 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.
- b) Review: New AWAMs will be implemented on a pilot basis in the first year of its operation and will be reviewed at the end of the year. The findings and any recommendations for change will be forwarded to the Staff Consultative Committee for consideration and comment before being provided to the relevant Pro Vice-Chancellor (PVC) with any Staff Consultative Committee comments.

5.10 Alignment with other processes

5.10.1 Academic work allocation is linked to and should be consistent with: the annual performance review and development program, the minimum levels of research performance, **probation**, training and development, promotion, and the Special Studies Program (SSP).

PART 6 LEAVE AND RELATED CONDITIONS

6.1 Leave entitlements

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

6.2 Public Holidays and University Holidays

- 6.2.1 Staff (other than those in **Casual Employment**) are entitled to be absent from work on **Public Holidays** and **University Holidays** and will be paid at their ordinary rate of pay for the hours they would usually work on those days.
- 6.2.2 Staff will not be required to work on **University Holidays** unless to attend to critical operational matters at the written direction of the appropriate **delegate**. Members of staff required for duty on **University Holidays** will be granted equivalent number of substitute days off, to be taken, if possible, in the following month. If any such days cannot be taken in the 1-month period, they will be taken at mutually agreed times within the following 2 months.
- 6.2.3 Where an Academic Staff member (other than those in **Casual Employment**) is required to work on a **Public Holiday** the staff member will be granted equivalent time off during the following month.
- 6.2.4 A staff member employed as a **Teacher** who is required to work on a **Public Holiday** will for ordinary hours of duty actually worked, be paid at 2.5 times the ordinary rate of pay. Provided that the additional payment will be in substitution for any shift allowance or penalty applicable and not in addition to it for the hours worked.
- 6.2.5 **Public Holidays** and **University Holidays** identified as falling within the **University's** end of year closedown periods from 2023 to 2025 are set out in [Schedule 8 – University closedown dates](#). The Tuesday immediately following Easter Monday will also be a University Holiday.
- 6.2.6 In addition to **Public Holidays** and **University Holidays** falling within the end of year close down, staff are required to take up to 6 working days of annual leave during the end of year close down. Staff members will only be required to take paid annual leave where they have an accrued but untaken annual leave balance available.
- 6.2.7 Where a staff member does not have sufficient annual leave accruals to cover directed annual leave during the end of year close down, they may elect to take annual leave in advance, long service leave or leave without pay.
- 6.2.8 The **University** and a staff member may agree to:
 - a) substitute another day for a day that would otherwise be a **Public Holiday**; and/or
 - b) substitute another part-day for a part-day that would otherwise be a part-day **Public Holiday**.
- 6.2.9 The substitute public holiday arrangements provided in clause 6.2.8 do not apply for **Public Holidays** falling within the **University's** end of year closedown periods.

6.3 Annual leave

- 6.3.1 Staff are entitled to 20 working days of paid annual leave per year of service.
- 6.3.2 Annual leave accrues progressively during a year of service.
- 6.3.3 Annual leave may be taken at times agreed between the **University** and the staff member, with the exception that the **University** may direct staff to take annual leave pursuant to clause 6.2.6 and/or clause 6.3.7.
- 6.3.4 The **University** will not unreasonably refuse a staff member's request for annual leave.

- 6.3.5 To facilitate the taking of annual leave, staff members are expected to develop, and as far as practicable agree, an annual leave plan with their **supervisor**. The annual leave plan will set out when the staff member intends to take annual leave in each calendar year.
- 6.3.6 While a staff member is on annual leave, the staff member will be paid at the ordinary rate of pay that they would have been paid if they were not on annual leave.
- 6.3.7 Where a staff member has accrued 40 days or more annual leave, and a leave plan cannot be agreed, the staff member may be directed to take 10 days annual leave. However, the direction must not be inconsistent with an existing agreed leave arrangement, require any period of annual leave of less than 1 week or require leave to be taken beginning less than 8 weeks or more than 12 months after the direction is given.
- 6.3.8 Staff will be encouraged to take accrued annual leave prior to the date of ending employment including staff on **Fixed Term Employment** and **Contingent Employment**. Where it is not practical to take accrued annual leave, all outstanding accrued annual leave will be paid at the ordinary rate of pay at the date of ending employment.
- 6.3.9 Where a staff member on a period of approved annual leave becomes eligible for personal leave because of illness, injury or incapacity, they may have an entitlement under the **Act** to have the annual leave re-credited.
- 6.3.10 Eligible staff will be paid annual leave loading in accordance with [Schedule 9 – Annual leave loading](#).

6.4 Purchased leave scheme

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

6.5 Personal / carer's leave

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

- 6.5.8 Staff members will, wherever practicable, give their **supervisor** prior notice of the need to take personal / carer's leave, the reasons for taking the leave and the estimated length of absence. In relation to leave taken for caring purposes, the staff member will also advise of the nature of the relationship involved, and where appropriate, the nature of the care required to be provided.
- 6.5.9 If it is not possible for a staff member to give prior notice of the absence, the staff member will notify the **supervisor** of the absence as soon as practicable, providing details of the reasons for taking the personal/carer's leave and the estimated length of absence.
- 6.5.10 Wherever possible, staff should provide evidence of the need for accessing personal/carer's leave. If any absence under these provisions exceeds 3 consecutive working days, the staff member applying for the personal / carer's leave will provide satisfactory evidence, such as a medical certificate or a statutory declaration, as to the nature of circumstances involved and stating that the staff member is/was unable to attend duty on the days in respect of which the staff member seeks the personal/carer's leave.
- 6.5.11 Where evidence of inappropriate personal / carer's leave usage patterns by a staff member emerges, the **University** may require documentary evidence for each future period of leave for a specified period of time but no longer than 12 months; or deal with those matters in accordance with [Schedule 11- Managing underperformance procedure](#), or [Schedule 12 - Misconduct / serious misconduct procedure](#).
- 6.5.12 Where absence on personal / carer's leave is expected to be regular or for extended periods, the staff member should explore and discuss potential alternative options that may assist in balancing sickness and/or caring and work responsibilities with their **supervisor**.

6.6 Life leave

- 6.6.1 Staff members are entitled to take up to 10 days paid life leave per calendar year for life events (as defined in clause 6.6.2 below), or a pro rata amount where a staff member commences or ceases employment part way through a calendar year.
- 6.6.2 Life event means:
- a) observing and participating in events of significance to the staff member;
 - b) caring for a family member or member of the household suffering from an illness, injury, incapacity or disability;
 - c) undertaking responsibilities as a grandparent;
 - d) attending medical or legal appointments for the staff member or the staff member's family or household members;
 - e) attendance at a school event for the staff member's family or member of the household;
 - f) compassionate needs or bereavement purposes that may extend beyond the staff member's family or household;
 - g) where the staff member requires time off work due to menstruation or menopause;
 - h) unforeseen emergency;
 - i) moving residence;
 - j) attendance at graduation ceremonies for the staff member or staff member's family or household;
 - k) attending significant cultural or religious events of relevance to the staff member, including observance of days of religious or cultural significance;
 - l) participating in volunteer activities in **University** approved community based non-profit organisations, charitable groups and groups identified in need of services and assistance;
 - m) for staff members experiencing difficulties with pregnancy, including activities associated with IVF;

- n) attending to matters arising from **domestic and family violence and abuse** situations;
 - o) attending medical and legal appointments or other matters related to the staff member affirming their gender;
 - p) for the staff member's personal well-being; and
 - q) other events as approved by the relevant **delegate**.
- 6.6.3 Life leave does not accrue and does not carry over between calendar years. Untaken life leave is not paid out on cessation of employment.
- 6.6.4 Staff members may be required to provide notice and/or reasons to support any application for life leave exceeding 3 consecutive working days.
- 6.7 Long service leave**
- 6.7.1 Staff (other than those in **Casual Employment**) are entitled to long service leave as follows:
 - a) 3 months leave at the completion of 10 years service (whether continuous or broken);
 - b) 9 calendar days paid leave per year of service for each year of service between 10 and 15 years;
 - c) 15 calendar days paid leave per year of service for each year of service in excess of 15 years.
- 6.7.2 Staff in **Casual Employment** are entitled to long service leave as follows:
 - a) 2 months leave after 10 years service (whether continuous or broken);
 - b) a further 6 calendar days leave per each subsequent year of service in excess of 10 years.
- 6.7.3 Leave will be payable at the staff member's ordinary rate of pay.
- 6.7.4 Staff with greater than 5 years but less than 10 years service will be paid on a pro-rata basis on termination where terminated by the **University** for any reason (other than serious and wilful **misconduct**) or by the staff member on account of illness, incapacity or domestic or other pressing necessity.
- 6.7.5 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:
 - a) 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, but will not break a staff member's continuous service;
 - b) for staff members with 10 years or more service, any period of leave without pay of 6 months or less will count as service and will not break a staff member's continuous service; and
 - c) 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 unpaid leave, the period of unpaid leave will count as service.
- 6.7.6 Where a staff member on approved long service leave becomes eligible for personal/carer's leave for a period of 5 working days or more, the staff member will have an equivalent period of long service leave recredited, subject to providing satisfactory evidence to support the claim for personal/carer's leave.
- 6.7.7 All paid leave approved under this **Agreement** will count as service for the purpose of calculating a staff member's long service leave entitlement. Long service leave accrued whilst a staff member is on a period of leave on reduced pay will accrue at a proportionate rate calculated in accordance with the fraction that the reduced pay bears to the staff member's ordinary working hours.

- 6.7.8 Staff will develop a leave plan with their **supervisor**. In developing the plan, a staff member is entitled to take long service leave at the time of their choosing, except where there are compelling operational reasons not to grant the leave at the requested time.
- 6.7.9 Staff who do not have an agreed leave plan and whose leave accrual is in excess of 6 months may be directed to take up to 3 months long service leave provided that:
- the **University** will give the staff member at least 6 months written notice of the date from which the leave must commence;
 - 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;
 - the staff member has not taken long service leave of at least 6 weeks in the previous 12 months;
 - 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 the period of leave; and
 - where a staff member and **supervisor** develop an agreed leave plan, as per clause 6.7.8 within 2 weeks of the staff member's written notice to take leave, a direction under clause 6.7.9 will lapse.
- 6.7.10 Staff on substantial periods of long service leave will have their positions backfilled unless suitable alternative arrangements are made to address workload.
- 6.7.11 Full-time or part-time continuous service by a staff member with any institute of higher education in Australia, as defined in Schedule 1 of the *Higher Education Act 2001* (NSW), will count for determining the staff member's long service leave accrual with the **University**, allowing for long service leave taken or paid out by the previous institute of higher education.
- 6.7.12 A break in service of 2 months or less between the cessation of employment with the previous institute of higher education and the commencement of employment with the **University** will not interrupt continuity of service but will not count as service. A break in service of more than 2 months will break continuity of service and will not count as service. This provision does not apply to staff whose salaries are paid from external funds which make no provision for long service leave, such as grants from Australian Research Council or National Health and Medical Research Council of Australia.
- 6.7.13 Long service leave may be taken at half pay which will reduce the accrued long service leave entitlement by half the period of leave taken.
- 6.7.14 The provisions of the *Long Service Leave Act 1955* (NSW), as amended, will apply to matters not covered in this clause.

6.8 Parental and surrogacy leave

Supporting working parents

- 6.8.1 Parental leave is leave that can be taken in relation to:
- the birth of a **child** of the staff member, the staff member's spouse or **partner**; or the adoption or fostering of a **child**; and
 - where the staff member has or will have a responsibility for the care of the **child**.
- 6.8.2 Our staff have rights and responsibilities relating to pregnancy, parental leave and return to work under Commonwealth and State legislation including the **Act**, *Sex Discrimination Act 1984*, state anti-discrimination laws, and federal and state work health and safety legislation. Legislated parental leave and related entitlements include:
- partner leave
 - adoption leave
 - special maternity leave
 - a safe job and no safe job leave

- keeping in touch days
- consultation during periods of unpaid parental leave; and
- a right to return to old job.

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

Parental leave entitlements provided by this **Agreement**

6.8.4 Paid parental leave entitlements

	Paid leave
Primary carer	
Continuing, Fixed Term or Contingent staff member employed by the University for a period of 12 months or more at the date of birth or date of placement of adoption/fostering of the child	26 weeks
Partner	
Non-primary carer leave Continuing, Fixed Term or Contingent staff member employed by the University for a period of 12 months or more at the date of birth or of date of placement of adoption/fostering of the child	3 weeks
Non-primary carer transition to primary carer Continuing, Fixed Term or Contingent staff members employed by the University for a period of 12 months or more at the date of birth or of date of placement of adoption/fostering of the child <u>and</u> takes over the primary responsibility for the care of the child within the 26 weeks following birth or placement	Balance of entitlement up to 26 weeks reduced in accordance with clause 6.8.12 below and any period of non-primary carer leave taken by the staff member.
* Note: Rules applying to taking paid parental leave entitlements are set out in clauses 6.8.12 – 6.8.15 below.	

6.8.5 Eligibility and entitlement to unpaid parental leave is provided to staff including those in **Casual Employment** in accordance with the **NES**. Further, a staff member with less than 12 months employment with the **University** at the date of the birth or placement (including a casual who is employed immediately prior to the taking of the leave) will be eligible for parental leave without pay for a period of up to 52 weeks.

6.8.6 Responsibilities for staff working while pregnant, commencing and extending parental leave and, returning to work will be in accordance with [Schedule 10 – Parental leave procedure](#).

Cessation of Pregnancy and Parental Bereavement Leave

6.8.7 Where the pregnancy of a staff member terminates other than by the birth of a living **child**, the staff member may take leave as follows:

- within the first 16 weeks of pregnancy, the staff member will be entitled to 5 days paid leave;
- between 16 and 20 weeks of pregnancy, the staff member will be entitled to 2 weeks paid leave;

- c) after 20 weeks of pregnancy has elapsed, or their **child** dies after the staff member has commenced paid parental leave, the staff member will be entitled to paid leave not exceeding the amount of parental leave available under clause 6.8.4.
- 6.8.8 A staff member will be entitled to 2 weeks paid leave, where the staff member's **partner** (including same sex partner) or other parent of the **child**:
 - a) is at least 20 weeks' pregnant and the pregnancy terminates other than by the birth of a living **child**; or
 - b) is on parental leave and the **child** dies within 4 weeks of the **child's** date of birth/ placement.
- 6.8.9 Unless an earlier date is agreed between the staff member and the **University**, and subject to any unpaid parental leave under the **NES**, the staff member will return to duty at the completion of leave provided by clause 6.8.4.
- 6.8.10 In addition to the paid leave provided for in clauses 6.8.7 and 6.8.8 a staff member may apply for leave such as personal/carer's leave, compassionate leave, annual leave, or long service leave as prescribed in this **Agreement**.
- 6.8.11 Documentation will be required to support any period of leave pursuant to clauses 6.8.4 to 6.8.10 above.

Rules for taking parental leave entitlements

- 6.8.12 Only one parent can receive paid **primary carer** parental leave entitlements in respect to the birth or placement of their **child** at any given time. Where a non-primary carer transitions to become the primary carer, the non-primary carer's entitlement will be reduced by any period within the period of 52 weeks after the birth or placement of the child that:
 - a) their **partner** or another person is, or will be the **primary carer** of the same **child**; or
 - b) their **partner** has received, or will receive, any parental leave entitlements (paid or unpaid) from any employer; or
 - c) the staff member has received, or will receive, paid partner leave entitlements in relation to their **child**.
- 6.8.13 The period of leave available to a **partner** who is **primary carer** will be determined on production of appropriate evidence of **primary carer** status.
- 6.8.14 Where both the **primary carer** and **partner** are staff members, the primary carer paid leave entitlement may be distributed between the 2 staff members so long as they are the **primary carer** for the respective periods and at least one of the staff members is eligible. This will not increase the total paid parental leave entitlement.
- 6.8.15 A staff member employed in **Fixed Term Employment** or **Contingent Employment** will cease to have an entitlement to parental leave upon the expiration of the contract or end of employment.

Calculation of pay for the purposes of parental leave

- 6.8.16 Paid parental leave will be granted at the staff member's salary at the commencement of the parental leave period. Any temporary reduction in fraction associated with the pregnancy will be disregarded.
- 6.8.17 A staff member may elect to take the entitlement to 26 weeks paid primary carer parental leave as full pay or pro rata pay over a period of up to 52 weeks.
- 6.8.18 A staff member who is on leave without pay (other than unpaid parental leave) is not eligible for paid 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 placement.

Using other leave in conjunction with parental leave

- 6.8.19 A staff member may take other accrued leave, including annual leave or long service leave in addition to parental leave. This leave may be accessed concurrently with unpaid parental

leave. Where a staff member takes unpaid parental leave concurrently, this will not increase the total unpaid parental leave entitlement.

Effect of parental leave on continuity of employment and progression

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

Paid surrogacy leave

- 6.8.22 A staff member who is a **surrogate** is entitled to take up to 12 weeks paid surrogacy leave. Staff members in **Casual Employment** are not eligible for paid surrogacy leave.
- 6.8.23 Paid surrogacy leave may commence up to 6 weeks prior to the **expected date of birth** of the **child**. The entitlement to paid surrogacy leave ceases 12 weeks after the birth of the **child**.
- 6.8.24 The **surrogate** is expected to give 4 weeks' notice of the start of paid surrogate leave, supported by a medical certificate.

6.9 Other paid leave

- 6.9.1 Other paid leave listed in this clause is available to eligible staff as follows:
- a) Aboriginal and Torres Strait Islander staff leave of up to 10 days paid leave and a further 10 days unpaid leave each calendar year for Aboriginal and Torres Strait Islander staff for the purposes of bereavement, participation in National Aboriginal and Islander Day of Observance Committee (NAIDOC) activities and events during NAIDOC week, fulfilling or participating in ceremonial obligations and attendance at community organisation events or other relevant cultural events;
 - b) Compassionate leave of up to 2 days paid leave per occasion per the **NES**;
 - c) Domestic and family violence and abuse leave of up to 10 days paid leave each calendar year where the staff member (including staff in **Casual Employment**) is experiencing **domestic and family violence and abuse**, for medical appointments, legal proceedings and other activities related to **domestic and family violence and abuse**. A further 10 days paid leave is available for staff (other than staff in **Casual Employment**) where the initial 10 days has been exhausted in a calendar year;
 - d) Gender affirmation leave of up to 10 days paid leave each calendar year for attending medical and legal appointments, or other matters related to the staff member's gender affirmation. The leave may also be used for staff recovering from medical procedures and for continuing treatment and support;
 - e) Jury duty leave where a staff member is required to attend for jury duty or is installed as a member of a jury with leave to be paid at their ordinary rate of pay less any monies paid to the staff member directly for the jury duty;
 - f) Witness leave where a staff member is required as a witness in proceedings related to a **University** matter they will be considered to be on duty. Where a staff member is subpoenaed, summonsed, or called as a witness for other proceedings, they are required to apply for and will be granted annual leave, long service leave or unpaid leave;
 - g) Emergency services leave of up to 2 days paid leave per occasion for the purposes of undertaking voluntary emergency management activities where the staff member is a member of a recognised emergency management body. Up to 2 additional days paid leave is available per occasion for the purposes of responding to declared disasters and emergencies. The staff member may also apply for and will be granted unpaid leave, annual leave or long service leave for any period of voluntary emergency management activity. Any period of leave to engage in voluntary emergency management activities will count as service for all purpose; and

- h) Defence leave of up to 14 days paid leave per calendar year to undertake Australian Defence Force (ADF) Reserve service training and/or operational duty. Up to 14 days additional paid leave may be taken in a staff member's first year of ADF Reserve service for attendance at recruitment and initial engagement activities. The staff member may elect to apply for unpaid leave, annual leave, long service or a combination of these types of leave to cover periods of Defence Reserves service. Periods of unpaid leave will not count as service but will not constitute a break in service.
- 6.9.2 The **University** may require staff to provide supporting information and/or evidence for applications of the above leave categories.
- 6.9.3 Other paid leave outlined in clause 6.9.1 above does not accrue from year to year and is not paid out on termination of employment.
- 6.10 Unpaid leave**
 - 6.10.1 The **University** may grant leave without pay in certain circumstances on application by the staff member.
 - 6.10.2 Unpaid leave will not count as service unless specifically provided for in this **Agreement**.
 - 6.10.3 Unpaid leave greater than 5 working days in a 12 month period of service will not count as service for the purposes of:
 - a) annual leave accruals;
 - b) incremental salary progression; or
 - c) long service leave accrual for staff with less than 10 years service, unless another employer pays the University an appropriate amount to cover the long service leave accrual during the period of unpaid leave.
 - 6.10.4 Unpaid leave greater than 6 months will count as service for the purposes of long service leave accrual purposes where the staff member has greater than 10 years service.
 - 6.10.5 The **University** will make superannuation contributions for any periods of unpaid leave required by the Defence Force to be taken by a staff member who is a Defence Reservist for Defence Service for periods of 10 days or more in any calendar year, subject to the rules of staff member's nominated superannuation fund.

PART 7 OUR COMMITMENTS

7.1 Our shared commitment to our values

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

7.2 Our commitment to Aboriginal and Torres Strait Islander staff

- 7.2.1 The **University** acknowledges that Aboriginal and Torres Strait Islander people are 2 distinct racial groups within the term "Indigenous Australians". For the purposes of this clause, "Aboriginal and Torres Strait Islander" or "Indigenous" person means any person who is of Aboriginal and/or Torres Strait Islander descent who is recognised and accepted as such by other Aboriginal or Torres Strait Islander peoples and who identifies as an Aboriginal and/or Torres Strait Islander.
- 7.2.2 The **University** will continue to strengthen and enhance a workplace environment that values Aboriginal and Torres Strait Islander peoples' cultures, aspirations and contributions.
- 7.2.3 The **University** will continue to implement, fund, review, improve and comply with its Aboriginal and Torres Strait Islander employment strategy and action plan, in consultation with the **Unions** and in partnership with Aboriginal and Torres Strait Islander stakeholders, including but not limited to, the Wollotuka Institute and the Board of Aboriginal and Torres Strait Islander Education and Research (BATSIER), the Aboriginal and Torres Strait Islander Employment Committee and the Pro Vice-Chancellor, Indigenous Strategy and Leadership.
- 7.2.4 The **University** has established and will maintain the position of Pro Vice-Chancellor, Indigenous Strategy and Leadership. This position is responsible for:
- a) provision of high quality strategic advice to Senior Management of the **University** on Indigenous matters within the **University** and in the wider community;
 - b) provision of strong leadership and management in effective strategic planning and in the development of programs, strategies and policies for Indigenous education, research and collaboration; and
 - c) providing direction and leadership that contributes to the effective delivery of outcomes for the **University's** strategic priorities in Indigenous education, research and collaboration.
- 7.2.5 The **University** will seek to continue to improve representation of Aboriginal and Torres Strait Islander staff, guided by the following objectives:
- a) ensure significant Aboriginal and Torres Strait Islander representation in employment throughout the **University**, and across classification levels and within all areas of the **University** with a target of 3.9% staff (For example, based on the **University's** 2022 annual report, a target of 3.9% of staff represents 123 staff members);
 - b) increase the number of identified positions for Aboriginal and Torres Strait Islander peoples across classification levels for both Academic and Professional Staff and across Colleges and Divisions of the **University**;
 - c) increase opportunities for further study, training and career development for Aboriginal and Torres Strait Islander staff, including Aboriginal and Torres Strait Islander fellowships and scholarships, and provide adequate time release and support to enable this to occur;
 - d) promote self-determination by Aboriginal and Torres Strait Islander staff in respect of career choices and opportunities;

- e) establish employment and training opportunities within the **University** for Aboriginal and Torres Strait Islander students or graduates of the **University**, including Aboriginal and Torres Strait Islander cadetships (in line with Indigenous Cadetship Support (ICS));
 - f) identify and recognise workload implications that arise for Aboriginal and Torres Strait Islander staff in adhering to community and cultural protocols; and
 - g) encourage and facilitate networking for Aboriginal and Torres Strait Islander staff.
- 7.2.6 The **University** and its staff will respect the diverse cultural, social and religious systems practiced by Aboriginal and Torres Strait Islander peoples. The **University** recognises and acknowledges the uniqueness of Aboriginal and Torres Strait Islander knowledge and research methodologies; and will actively promote Aboriginal and Torres Strait Islander knowledge, language and scholarship in collaboration with Aboriginal and Torres Strait Islander stakeholders.
- 7.2.7 The **University** will provide and encourage staff to participate in Indigenous Cultural Capability training / Indigenous Studies training with a priority for those with supervisory and/or teaching and learning responsibilities.
- 7.2.8 The **University** will ensure that staff are supported in eliminating racism and discrimination in the workplace and will recognise and promote knowledge of, and commitment to, Aboriginal and Torres Strait Islander peoples and cultures in its employment framework. Areas such as workload, staff development, promotion and reclassification will recognise Aboriginal and Torres Strait Islander values and academic achievements and community achievements including the consideration of cultural standards.
- 7.2.9 In order to implement the terms of this clause, the **University** will maintain and fund the position of Aboriginal and Torres Strait Islander Employment Partner (or equivalent) as an identified Aboriginal and Torres Strait Islander position and, the parties agree to have an Aboriginal and/or Torres Strait Islander **NTEU Representative** on the Aboriginal and Torres Strait Islander Employment Committee.
- 7.2.10 The Aboriginal and Torres Strait Islander Employment Committee will be informed on the progress of Aboriginal and Torres Strait Islander employment at the **University** and to make recommendations to the **University** on how Aboriginal and Torres Strait Islander employment outcomes can be improved and progressed during the life of this **Agreement**.
- 7.2.11 Should it be apparent to the **University**, or the **NTEU** at any stage that the target will not be met, or probably will not be met, the parties will confer, at a meeting of the Aboriginal and Torres Strait Islander Employment Committee to be held within one month of a request, with a view to determining what measures must be taken to ensure the targets will be met.
- 7.2.12 Where possible, selection of new staff members 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.
- 7.2.13 All Aboriginal and Torres Strait Islander staff newly appointed to the **University** will be provided with an induction program specifically addressing Indigenous issues and in agreement with the staff member the **University** will offer an appropriate Aboriginal and/or Torres Strait Islander mentor.
- 7.2.14 Prior to the expiration of an Aboriginal and/or Torres Strait Islander cadetship, traineeship or apprenticeship, the **University**, in consultation with the staff member, will explore further opportunities with preference of employment.
- 7.2.15 Aboriginal and Torres Strait Islander staff on expiring **Fixed Term Employment** contracts will be given notice in accordance with this **Agreement** and will be supported in seeking alternative employment opportunities within the **University** prior to the expiry of their contract.
- 7.2.16 The **University**, in conjunction with the Aboriginal and Torres Strait Islander Employment Partner and the Aboriginal and Torres Strait Islander staff member, will develop a strategy to assist the staff member to seek alternative employment opportunities within the **University**. The **University** will undertake all reasonable measures to ensure ongoing employment of Aboriginal and Torres Strait Islander staff members is promoted.

- 7.2.17 All newly appointed staff to the **University** will be required to complete cultural capability training as part of the staff induction process.
- 7.2.18 The parties agree that the Wollotuka Institute may determine that it will employ only Aboriginal and Torres Strait Islander peoples in recognition that services provided to Aboriginal and Torres Strait Islander students can be most effectively performed by an Aboriginal and Torres Strait Islander person.

7.3 Our commitment to excellence

Intellectual freedom

- 7.3.1 The parties are committed to act in a manner consistent with the protection and promotion of academic freedom within the **University**.
- 7.3.2 Staff have the right to freedom of opinion and expression. This right includes freedom to hold opinions without interference and to seek, receive and impart information and ideas through any media, but does not include the right to harass, intimidate or vilify.
- 7.3.3 Staff providing statements / public comment on behalf of the **University** may only do so in accordance with the appropriate authorisation / delegation and the **University's** Code of Conduct.
- 7.3.4 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.
- 7.3.5 The **University** will encourage staff to participate in governance of the institution and acknowledges the rights of staff to express disagreement with **University** decisions and with the processes used to make those decisions. The **University** is committed to operating in a transparent manner.
- 7.3.6 The parties will uphold the principle and practice of academic freedom in accordance with the highest ethical, professional and legal standards.

Intellectual property

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

7.4 Our commitment to equity

Equity, diversity, and inclusion

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

Dignity and respect at work

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

Domestic and family violence and abuse

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

7.5 Our commitment to engagement

Representation

- 7.5.1 A staff member or the **University** may nominate a **Representative** from who they may seek advice, assistance or representation at any stage in the following processes:
- a) consultation on **major workplace change** – clause 9.1;
 - b) consultation on change to ordinary hours of work – clause 9.2;
 - c) dispute resolution – clause 11.2;
 - d) managing underperformance procedure – [Schedule 11](#);
 - e) managing **misconduct / serious misconduct** procedure – [Schedule 12](#);
 - f) **Research Code** breach procedure – [Schedule 13](#), or
 - g) review of decisions – [Schedule 16](#).
- 7.5.2 Representation responsibilities will be regarded as duty and the **University** will allow a **Representative** who is a staff member 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.
- 7.5.3 Where reference is made to the right of a staff member to choose to be represented or accompanied in any discussion or other matter under this **Agreement**, this will not include an engaged practising barrister or solicitor unless otherwise specified.

Union matters

- 7.5.4 The **University** recognises a staff member's right to be a member of and to be represented by a **Union**, and the contribution that the **Union** makes to employment relations within the **University**.
- 7.5.5 Training and support will be provided to staff who are nominated **Union** delegates including, adequate paid time release from ordinary duties subject to operational requirements.
- 7.5.6 Access to appropriate facilities, including secure work space, electronic facilities and notice boards, will be provided to the **Union** to perform responsibilities related to this **Agreement**.
- 7.5.7 The **University** recognises the **Unions'** role in facilitating consultation and communication between staff and management. To facilitate communication with staff, **Union** nominees may hold meetings of staff on the premises of the **University** during work breaks or as otherwise agreed by the **University**. Adequate notice will be given to the **University** of the intention to

hold formal meetings.

- 7.5.8 New staff will be provided with access to relevant information and staff support, including **Union** contact details, as part of the **University's** onboarding program.
- 7.5.9 Upon the written request of a staff member, the **University** will deduct **Union** fees from the staff member's salary. There will be no charge to the staff member or the **Union** for this service. This arrangement may be terminated by the staff member by 2 weeks' written notice to the **University**.

Staff Consultative Committee

- 7.5.10 The implementation and application of this **Agreement** will be considered by a Staff Consultative Committee which will generally meet on a 2 monthly basis, or as requested, and includes consultation on matters arising from this **Agreement**.
- 7.5.11 Specific matters or reports to be considered by the Staff Consultative Committee may include (but will not be limited to):
- a) in relation to clause 5.4.4 - Academic workload;
 - b) in relation to clause 4.4 - Salary packaging - salary packaging opportunities as they arise;
 - c) in relation to the operation of the **University's** Work Health and Safety framework including the Employee Assistance Program – clause 7.6.5;
 - d) in relation to clause 7.6.9 - Environmental sustainability initiatives;
 - e) in relation to clause 9.1.21 - Post-implementation review for **major workplace change**;
 - f) in relation to clause 3.7.9 - Incidence and scope of **Casual Employment**;
 - g) consultation on policy and guideline development that affects the working conditions of staff including to seek to ensure that policies are applied in a fair and consistent manner.
- 7.5.12 Membership of the Staff Consultative Committee will:
- a) consist of 4 **Representatives** of the **NTEU** (2 of whom will be Academic Staff of the **University**), and **Representatives** of the **University**;
 - b) have a quorum of 1 **Representative** from each party; and
 - c) be empowered to co-opt further members or allow additional attendees.
- 7.5.13 Staff Consultative Committee members will be allowed reasonable time during working hours to attend and prepare for meetings in relation to this **Agreement**. In making such arrangements, staff members will discuss the need to be absent from work with their **supervisor** before doing so.

7.6 Our commitment to safety, well-being, and sustainability

Work health and safety

- 7.6.1 The **University** recognises its obligations under the *Work Health and Safety Act 2011* (NSW) and related legislation to provide a safe and healthy workplace and is committed to taking all reasonable measures to achieve this including promoting and providing training in work health and safety.
- 7.6.2 Concerns regarding work health and safety may be resolved by reference to the relevant Health and Safety Committee and, where required, the **University's** Health and Safety Committee. Should these avenues fail to resolve the concerns, the matter may then be referred to the dispute resolution procedure – clause 11.2.
- 7.6.3 The **University** will provide a program incorporating the principle of reasonable adjustment to support injured and ill staff members return to the workplace.

Mental health and well-being

- 7.6.4 The **University** recognises the importance of ensuring a work environment that does not create or exacerbate mental health problems and where staff members with mental illness are properly supported. Staff will be consulted on strategies related to supporting mental health and well-being.

Staff counselling and assistance

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

Damage to personal property

- 7.6.6 The **University** will compensate a staff member for damage to their **personal property** if the damage is caused by:
- a) the negligence of the **University**, another staff member, or both, in the performance of their duties; or
 - b) a defect in the **University's** materials or equipment; or
 - c) a staff member protecting or attempting to protect the **University's** property from loss or damage.

Environmental sustainability

- 7.6.7 The parties recognise that the long-term sustainability of conditions for **University** employment and staff job security is related to the restriction of carbon emissions, reduction in energy and water consumption and the development of environmentally sustainable work practices within the **University**.
- 7.6.8 The **University** is committed to improving the environmental sustainability of the **University** by incorporating sustainable practices into its strategies and plans and by promoting a culture of sustainability.
- 7.6.9 Staff will be consulted and have opportunity to have input into the development and implementation of initiatives to promote environmental sustainability, primarily through the Staff Consultative Committee.

PART 8 SUPPORTING PERFORMANCE AND CAREER DEVELOPMENT

8.1 Our commitment to supporting performance and career development

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

8.2 Supporting professional and career development

- 8.2.1 The **University** will provide opportunities for staff to participate in development activities and support professional development needs subject to available funding where these are agreed between the **University** and the staff member.
- 8.2.2 The **University** will offer eligible Academic Staff the opportunity to undertake a program of study consistent with their role and responsibilities at the **University** in accordance with the Special Studies Program Policy and procedure. Generally, a Special Studies Program (SSP) will be for a minimum of 2 months and for a maximum of 6 months.
- 8.2.3 As part of the annual planning cycle, a School/College should support the equitable participation of eligible staff in SSP.
- 8.2.4 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.
- 8.2.5 The **University** will provide staff in **Casual Employment** opportunity to access adequate and appropriate career development and professional development opportunities.
- 8.2.6 The **University** will provide access to programs to support career development which may include job application and interview skills mentoring, coaching and career advice.
- 8.2.7 The **University** provides opportunity for Academic Staff to be promoted on the basis of merit. Academic Staff promotion should be informed by our performance and development review processes.
- 8.2.8 The **University** will establish a committee that will make a recommendation in relation to each application for determination by the **delegate**. Where the **delegate** does not agree with the recommendations of the committee, the **delegate** will give written reasons for the determination to the affected applicants.
- 8.2.9 Where an application for promotion is unsuccessful, the staff member will be provided with specific feedback in relation to the academic activities that require further development and ways to address these development needs will be facilitated through the academic planning and performance process.

- 8.2.10 A staff member may seek a review of the **delegate's** decision under clause 8.2.8 in accordance with [Schedule 16 – Review of decisions](#).

8.3 Supporting staff as students

- 8.3.1 The **University** provides support for staff members undertaking a formal course of study leading to a qualification relevant and appropriate to the staff member's current or likely future duties and responsibilities at the **University**. Staff members (other than staff in **Casual Employment**) with an appointment of 12 months or more are eligible to apply for study support including:
- a) study leave during working hours up to a maximum of 35 hours per semester or trimester (generally on the basis of 30 minutes for every face to face hour or equivalent);
 - b) exam leave for the duration of the exam or up to 4 hours per exam for take home exams;
 - c) pre-exam leave up to the time for the actual duration of the exam;
 - d) travel time to attend an exam in ordinary working hours; and
 - e) reimbursement of fees to a maximum of 50%.

8.4 Supporting secondments, placements and transfers

- 8.4.1 Secondment, placement and transfer opportunities may be supported for defined periods. Such opportunities may be offered by the **University** and agreed by the staff member or requested by a staff member and agreed by the **University**.
- 8.4.2 The **University** may direct a secondment, placement or transfer of a staff member at or above the same substantive level. Such a direction will have regard to the staff member's skills and experience and be made following consultation with the relevant manager and the staff member. Where the **University** directs a staff member to undertake a secondment, the staff member has a right of return.
- 8.4.3 Specific details and conditions relating to the transfer, placement or secondment will be confirmed in writing. This will include any right of return arrangement for secondments.
- 8.4.4 Staff members seconded, transferred or placed will be provided with a period of familiarisation and training.

8.5 Supporting a high-performance culture

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

PART 9 CONSULTATION ON WORKPLACE CHANGES

9.1 Consultation on major workplace change

Principles

- 9.1.1 Where the **University** conducts a review of production, program, structure or technology in relation to its enterprise that is likely to have a significant effect on staff members, the **University** will, where practicable, seek views and opinions from affected staff as part of the review. The review will occur prior to a definite decision to proceed with a **major workplace change** under clause 9.1.9 below unless such a review is not practical or appropriate.
- 9.1.2 The **University** recognises that job security is important for staff and is committed, wherever possible, to exploring strategies and considering options such as attrition, voluntary separation, job redesign, redeployment, training and development, use of leave by agreement, reduced employment fractions, relocation support, secondment and transfer to avert or minimise redundancies resulting from implementing **major workplace change**.
- 9.1.3 **Major workplace change** will be managed in a fair, objective and transparent manner and be undertaken in an appropriate timeframe.

Representation

- 9.1.4 A staff member affected by **major workplace change** may appoint a **Representative** and the **University** will consult the **Representative** of the staff member including providing the opportunity for the **Representative** to provide comments, recommendations and submissions on any of the change processes outlined in this clause.
- 9.1.5 The **University** will give timely and genuine consideration to matters raised by affected staff and their **Representatives** relating to managing and implementing **major workplace change**.
- 9.1.6 The **University** is not required to disclose any confidential or commercially sensitive information to staff members or their **Representatives** as part of consulting on **major workplace change**.

Process for managing workplace change that affects only 1 staff member

- 9.1.7 As soon as practicable after making a definite decision to introduce **major workplace change** that is likely to have a significant impact on 1 staff member, the **University** will consult with the staff member and where nominated their **Representative**. For the purposes of the consultation, the **University** will provide relevant information, including the nature and likely effects of the change. Where the change is likely to have a significant effect on more than one staff member, this process will not be used and the **University** will follow the processes outlined for **major workplace change** below.
- 9.1.8 Following consultation with the affected staff member and consideration of any matters raised, the **University** will formally notify the affected staff member of its decision regarding the workplace change and its implementation.

Process for managing workplace change that affects 2 or more staff members

- 9.1.9 As soon as practicable after making a definite decision to introduce **major workplace change** that is likely to have a significant impact on more than 1 staff member, the **University** will consult with the affected staff and, where nominated, their **Representatives** as soon as practicable.
- 9.1.10 The **University** will provide the following information to affected staff and, where nominated, their **Representatives** to facilitate the consultation process. This will include:
- a) an explanation of the **University's** reasons for the change;
 - b) any data, evidence, reports or reviews that the **University** relies upon to support its reasons for the change;

- c) the process for consultation and implementation of the proposed change and associated timeframes;
 - d) positions affected by the proposed change and stakeholders that may be impacted;
 - e) the financial, staffing workload and training implications of the proposed change;
 - f) measures proposed to be taken to avert or mitigate adverse impacts on staff members affected; and
 - g) how a final decision will be made and who will be involved in the decision.
- 9.1.11 Where practicable, the **University** will meet with the affected staff to discuss the proposed change.
- 9.1.12 Affected staff and, where nominated, their **Representatives** will be given an opportunity to provide comments, recommendations, submissions and/or alternative proposals about the proposed change. The time allowed for this process will normally be 2 weeks, and further time may be allowed by agreement.
- 9.1.13 The **University** will genuinely consider the comments, recommendation(s), submissions and/or alternative proposals from affected staff on the proposed change.
- 9.1.14 The Staff Consultative Committee will have an opportunity to comment on the process of consultation that has occurred, the comments, recommendations and submissions raised by affected staff and make any recommendation(s) for the **University** to consider. The time allowed for this process will normally be 2 weeks, and further time may be allowed by agreement.
- 9.1.15 The **University** will document the final change proposal which includes the details specified in clause 9.1.10, the changes to be implemented, the outcome of the consultation process and the process for implementing the change.
- 9.1.16 The final change proposal specified at clause 9.1.15 will be provided to affected staff and published on the **University's** staff portal.
- 9.1.17 The final proposal will be endorsed by the relevant **delegate** and the **major workplace change** will proceed to implementation.

Post implementation review

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

9.2 Consultation on change to ordinary hours of work

9.2.1 Where a change is proposed to the pattern of ordinary working hours of an Academic Staff member or **Teacher**, for example, change arising from a variation to the staff member's workload allocation or teaching timetable change and where clause 9.1 - Consultation on **major workplace change** does not apply, the **University** will:

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

PART 10 ENDING EMPLOYMENT AT THE UNIVERSITY

10.1 Resignation

- 10.1.1 A staff member, other than a staff member in **Casual Employment**, 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, by giving 4 weeks' notice or such notice as the **University** considers is sufficient for the staff member to complete their existing teaching commitments.
- 10.1.2 An Academic Staff member engaged in **Casual Employment** for 12 weeks or more who intends to resign from their employment with the **University** is required to give 2 weeks' notice of resignation.
- 10.1.3 If a staff member does not serve their full notice period, the **University** may deduct from the staff member's final pay an amount equivalent to the shortfall in notice up to a maximum of 4 weeks.
- 10.1.4 The **University** will not unreasonably refuse a request by a staff member to reduce the period of notice.

10.2 Termination

- 10.2.1 The **University** may terminate the employment of a staff member in accordance with the following clauses:
 - a) **Probation** – clause 3.2;
 - b) **Abandonment of employment** – clause 10.3;
 - c) Managing underperformance – clause 10.4;
 - d) Managing **misconduct / serious misconduct** – clause 10.5;
 - e) **Research Code** breach – clause 10.6;
 - f) Redeployment and redundancy – clause 10.8; and
 - g) Incapacity – clause 10.9.
- 10.2.2 Where the **University** terminates the employment of a staff member (other than a staff member in **Casual Employment** or where the staff member's employment is terminated on the grounds of **serious misconduct**), the staff member will be given 4 weeks' notice and/or payment in lieu of notice, except where greater notice and/or payment in lieu has been specified in the staff member's contract of employment or other clauses in this **Agreement**. The **University** will provide written advice of the notice period and/or payment in lieu.
- 10.2.3 If the staff member is over 45 years old at the time of the notice and has completed at least 2 years of continuous service with the **University**, the staff member will receive an additional 1 week's notice or payment in lieu.
- 10.2.4 The notice periods above do not apply to:
 - a) a staff member who is terminated on the grounds of **serious misconduct**, where termination will be without notice or payment in lieu; or
 - b) a staff member who is employed in **Casual Employment**, where termination may be by giving one hour's notice or the minimum period of engagement (whichever is greater), or payment in lieu; or
 - c) a staff member in **Casual Employment** 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.
 - d) if the staff member is terminated because of their incapacity to perform the inherent requirements of their position due to ill health, in which case the notice of termination, or payment in lieu, will be 6 months.

10.3 Abandonment of employment

- 10.3.1 In circumstances where it appears that there has been **abandonment of employment**:
- a) the **University** will make reasonable attempts (including a registered letter) to contact the staff member to require them to provide an explanation for the absence;
 - b) the staff member will be on unauthorised unpaid leave during the absence;
 - c) if there was a reasonable cause for the absence, the staff member may retrospectively apply for an appropriate form of leave to cover the absence;
 - d) if the staff member does not establish to the satisfaction of the **University** that there was a reasonable cause for the absence, and the staff member seeks to return to work, the matter may be dealt with as possible **misconduct**; and
 - e) if the staff member fails to respond within 10 working days of the registered letter in accordance with clause 10.3.1 a), the staff member will be deemed to have abandoned their employment. In that case, the staff member will be entitled only to payment up to the last day of attendance for work or any later period of authorised leave.

10.4 Managing underperformance

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

10.5 Managing misconduct / serious misconduct

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

10.6 Research Code breach

- 10.6.1 **Research Code** breaches will be managed in accordance with [Schedule 13 – Research Code breach procedure](#). Action taken in accordance with these procedures may include disciplinary action up to and including termination of employment.

10.7 Suspension of employment

- 10.7.1 A staff member may be suspended on full pay, or without pay in circumstances where the staff member is alleged to have engaged in **misconduct / serious misconduct**, or **Research Code** breach. This includes in circumstances where the staff member's continued presence in the workplace:
- a) constitutes a risk to the health and safety of a person; and/or
 - b) poses a threat to the reputation, viability, or profitability of the **University**; and/or

c) interferes with evidence relevant to an investigation.

10.7.2 The suspension will be notified in writing to the staff member. Where necessary, the staff member will be permitted reasonable access to the **University's** systems and facilities to prepare for the case and to collect personal property.

10.8 Redeployment and redundancy

10.8.1 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.

10.8.2 Redeployment and redundancy will be managed in accordance with [Schedule 14 – Redeployment and redundancy procedure](#).

10.9 Incapacity

10.9.1 The **University** will take appropriate steps to identify and address ill-health or incapacity issues as they arise.

10.9.2 Ill-health or incapacity will be managed in accordance with [Schedule 15 – Managing incapacity procedure](#). Action taken in accordance with these procedures may include action up to and including termination of employment.

10.10 Cessation of Contingent Employment

Notice at cessation of Contingent Employment

10.10.1 When the **Contingent Funding** that supports a staff member's **Contingent Employment** ceases:

- a) the **University** may transfer the staff member to another equivalent position; or
- b) if a transfer opportunity does not exist, the **University** will provide to the staff member the minimum notice period for termination in accordance with clauses 10.10.2 – 10.10.4 below.

10.10.2 That notice will be the greater of:

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

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

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

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

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

Severance pay at cessation of Contingent Employment

10.10.6 Where a staff member who is in **Contingent Employment** is given notice under clause 10.10.1 b) and seeks to continue the employment, severance pay is payable on cessation of **Contingent Employment** in accordance with the table below:

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

10.10.7 Where a staff member has been employed on a **Contingent Employment** contract for a period in excess of 10 years, a severance payment based on 2 weeks for every year of continuous service will apply, instead of the severance payment set out in clause 10.10.6 above, up to a maximum of 52 weeks.

10.10.8 For staff engaged as **Teachers**, severance payments will be calculated on the average number of weekly hours worked for the duration of the **Contingent Employment**.

Deferral of severance payment on cessation of **Contingent Employment**

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

10.11 Expiry of Fixed Term Employment

Notice at expiry of **Fixed Term Employment**

10.11.1 A staff member in **Fixed Term Employment** will be provided with a written notice of the expiry of the fixed term and the **University's** intention to:

- a) continue the position with the same or substantially similar duties on a Fixed Term basis;
- b) continue the position with the same or substantially similar duties on a continuing basis; or
- c) discontinue the position.

10.11.2 That notice will be the greater of:

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

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

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

Offer of further employment

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

Severance pay at expiry of **Fixed Term Employment**

- 10.11.6 Where the staff member seeks to continue the employment, but further employment is not offered to the staff member, severance pay is payable on cessation of employment at the expiry of the fixed term where:
- a) the staff member is employed on a second or subsequent fixed term contract and the same or substantially similar duties are no longer required by the **University**; or
 - b) the staff member is employed on a fixed term contract and the duties performed continue to be required but another person has been appointed, or is to be appointed, to carry out the same or substantially similar duties.
- 10.11.7 Severance pay will be in accordance with the table below:

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

- 10.11.8 For staff engaged as **Teachers**, severance payments will be calculated on the average number of weekly hours worked for the duration of the **Fixed Term Employment**.

Deferral of severance payment on expiry of **Fixed Term Employment**

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

10.12 Termination because work no longer required during Fixed Term Employment

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

PART 11 OTHER MATTERS

11.1 Individual flexibility arrangement

11.1.1 The **University** and any staff member covered by this **Agreement** may agree to make an individual flexibility arrangement (IFA) to vary the effect of the terms of this **Agreement** in respect of one or more of the following matters:

- a) Annual leave – an arrangement that allows a staff member to cash out a particular amount of paid annual leave on reasonable grounds, including financial hardship, if the following conditions are met:
 - the payment made to the staff member must not be less than the amount that would have been payable had the staff member taken the leave at the time the payment is made;
 - the agreement to cash out annual leave must not result in the staff member's remaining paid annual leave balance being less than four weeks; and
 - other than in exceptional circumstances, the maximum amount of annual leave that may be cashed out during the life of the **Agreement** is 2 weeks.
- b) Annual leave loading – an arrangement that allows a staff member in **Continuing Employment** to receive their annual leave loading as part of their regular salary.

11.1.2 The **University** must ensure that any IFA:

- is in writing and identifies the names of both parties;
- is signed by both parties or if the staff member is under 18 years of age, be signed by the staff member's parent or guardian;
- is about permitted matters and must not contain unlawful terms;
- include details of the terms that will be varied and how they will be varied;
- is genuinely agreed to by the **University** and the staff member;
- states the day on which the arrangement commences; and
- results in the staff member being better off overall than they would have been if the IFA had not been made.

11.1.3 The **University** must provide the staff member with a copy of the IFA within 14 days after it is agreed.

11.1.4 The IFA may be terminated by:

- a) either the staff member, or the **University** giving written notice of not more than 28 days; or
- b) by the **University** and the staff member at any time if they agree, in writing, to the termination.

11.2 Dispute resolution

Scope

11.2.1 Where a dispute arises regarding the interpretation, application, or operation of any provision of this **Agreement** (including regarding any decision made but not yet implemented) or the **NES**, the procedures contained in this clause will be followed.

11.2.2 These dispute resolution procedures do not apply where the matter is being dealt with in accordance with the review processes at [Schedule 16 – Review of decisions](#). However, a dispute may be raised over the process or procedure required by [Schedule 16 – Review of decisions](#).

11.2.3 Until the procedures in this clause have been exhausted work will continue as directed unless there is a reasonable concern about the health and safety of staff and no industrial action or

any other action likely to exacerbate the dispute will be taken by any party to the dispute. However, nothing in this clause or procedure outlined below prevents the termination of a staff member's employment during or at the end of a **probation** period or on grounds of unsatisfactory performance, **serious misconduct**, redundancy or ill health or the cessation of a **Fixed Term Employment** contract, in accordance with the relevant process or procedure under this **Agreement**.

Procedure

11.2.4 A dispute resolution procedure may be initiated by:

- a) a staff member, who may appoint a **Representative** for the purposes of the procedure;
- b) the **Union**; or
- c) the **University**.

11.2.5 Each step in the dispute resolution procedure is mandatory and must be followed before proceeding to the next step.

Step 1 – Informal discussions
Where a dispute is raised by a staff member, the staff member in the first instance must attempt to resolve the matter informally through discussion with their supervisor, unless it is not practicable to do so.
Step 2 – Notification of dispute
- Where the dispute is not resolved, or is impractical to settle locally, the staff member must formally notify a dispute in writing to the Chief People and Culture Officer or delegate. - Where the Union initiates a dispute, the Union will directly notify the Chief People and Culture Officer or delegate. - Where the University initiates a dispute, the University will notify the staff member and/or Union in writing.
Step 3 – First dispute meeting
- Within 5 working days of the notification in Step 2, unless a different timeline is agreed, a dispute meeting to discuss the dispute and attempt to reach an agreement, will be held between: a) the staff member; b) the Union if initiated directly at Step 2; and a) a representative of the University.
Step 4 – Second dispute meeting
- Where a dispute is not resolved following the procedures above, the matter will be referred to the Chief People and Culture Officer - The staff member, and/or the Union and representatives of the University will meet within 5 working days of the referral notification and will make a genuine attempt to promptly resolve the matter. - To assist resolution, the parties may agree to nominate other staff members to participate in this discussion. - If the dispute is resolved at, or as a result of the second dispute meeting, the staff member and/or Union will be notified in writing as soon as practicable of the details of the resolution by the Chief People and Culture Officer or delegate and the matter will be considered finalised.

Step 5 – Referral to FWC

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

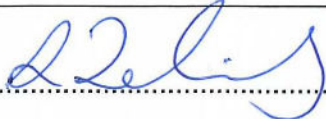
11.3 University positions referred to under this Agreement

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

11.4 Review of decisions under this Agreement

- 11.4.1 The review processes applying to relevant decisions made under this **Agreement** are set out and will be in accordance with [Schedule 16 – Review of decisions](#).

FORMAL AGREEMENT

Signed.....		PROF ALEX ZELINSKY
		Full name in block letters
Position.....	VICE CHANCELLOR & PRESIDENT	
	THE CHANCELLERY UNIVERSITY OF NEWCASTLE CALLAGHAN	
	Address	
Signed for and on behalf of The University of Newcastle		
Date.....	15.8.23	

	
Signed	DAMIEN CAHILL
	Full Name in block letters
Position	General Secretary
Address	1/120 Clarendon Street, South Melbourne VIC 3205
National Tertiary Education Industry Union (Bargaining Representative on behalf of staff members)	
Date	10 August 2023

SCHEDULE 1 TRANSITIONAL ARRANGEMENTS**1. Transitional arrangements for processes commenced under the 2018 Agreement:**

University of Newcastle Academic Staff and Teachers Enterprise Agreement 2018		University of Newcastle Academic Staff and Teachers Enterprise Agreement 2023	
7	Managing Underperformance	Schedule 11	Managing underperformance procedure
8	Misconduct / Serious Misconduct	Schedule 12	Managing misconduct / serious misconduct procedure
9	Research Code Breach	Schedule 13	Research Code breach procedure
15	Organisational Change	clause 9.1	Consultation on major workplace change
17	Abandonment of Employment	clause 10.3	Abandonment of employment
45	Inquiry Officer	Schedule 16	Review of decisions
46	Independent Reviewer	Schedule 16	Review of decisions
47	Committee of Inquiry	Schedule 16	Review of decisions
48	Dispute Resolution Procedure	clause 11.2	Dispute resolution
49	Probation – Academic Staff	clause 3.2	Probation
61	Probation - Teachers	clause 3.2	Probation
52	Voluntary Separation, Redeployment and Retrenchment – Academic Staff	Schedule 14	Redeployment and redundancy procedure
63	Redeployment and Redundancy – Teachers	Schedule 14	Redeployment and redundancy procedure
54	Incapacity – Academic Staff	Schedule 15	Managing incapacity procedure
66	Incapacity – Teachers	Schedule 15	Managing incapacity procedure

2. Transitional provisions regarding accrued entitlements under 2018 Agreement**2.1 Accrued personal leave**

2.1.1 Any staff (other than in **Casual Employment**) employed by the **University** prior to this **Agreement** commencing operation, shall have any accrued personal leave under the **2018 Agreement** recognised in accordance with this clause:

2023 Calendar Year

- a) Subject to clause b) below, a staff member shall be entitled to accrue 15 days personal leave in respect of the 2023 calendar year pro-rated based on the number of days in the 2023 calendar year that have passed when the **Agreement** commences operation, less any personal leave taken by the staff member during the 2023 calendar year.

For example: If this Agreement commences operation on 1 September 2023, a staff member who has worked full-time for the entire 2023 calendar year and has taken 3 personal leave days during that time will have accrued 6.97 days personal leave in respect of the 2023 calendar year as at the date this Agreement commences operation, calculated as follows:

- $243 \text{ (number of days passed as at 1 September 2023)} / 365 \text{ (number of days in 2023)} = 0.666$
 - $0.666 \times 15 \text{ days (standard annual personal leave entitlement)} = 9.97 \text{ days (pro-rated personal leave entitlement)}$
 - $9.97 \text{ days (pro-rated personal leave entitlement)} - 3 \text{ days (personal leave taken)} = 6.97 \text{ personal leave days accrued}$
- b) A staff member's entitlement to accrue personal leave under this clause shall be calculated on pro-rata basis based on the staff member's average fraction of full-time hours in the 2023 calendar year until the date this **Agreement** commences operation (including part time hours and part year employment).

Personal Leave Prior to 2023

- c) Any accrued but untaken personal leave prior to the 2023 calendar year shall be recognised for the purpose of this **Agreement**.
- 2.1.2 From the date this **Agreement** commences operation, all staff (other than staff in **Casual Employment**) shall be entitled to progressively accrue and take personal/carer's leave in accordance with clause 6.5 of this **Agreement**.

SCHEDULE 2 MANAGING PROBATION PROCEDURE

1. Scope

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

2. Procedure

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

Step 1 – Commencement of employment	
At the commencement of employment, the staff member's supervisor will clarify the objectives and performance indicators and establish a development plan for the probation period consistent with the requirements of the role and classification level.	
Step 2 – During probation period	
- The staff member's supervisor will at regular intervals or as necessary during the probation period and subject to participation by the staff member: - facilitate and encourage regular dialogue with the staff member regarding their performance and behaviour during probation; - monitor the staff member's progress, provide constructive feedback and counselling (in both scheduled and informal meetings) and either confirm satisfactory progress or identify concerns to assist the staff member to achieve their probationary objectives; - discuss any concerns about the staff member's progress, performance or conduct as they arise, and to attempt to resolve the concerns promptly; - develop strategies to resolve any identified difficulties which, if appropriate, will include reasonable training and professional development to support the staff member undertake the role. This may include assigning a mentor to provide advice and guidance to assist the staff member to achieve their probation goals; and - document progress against objectives and maintain records of meetings, agreements and outcomes and provide copies to the staff member.	
Step 3 – Final Review	
The staff member's supervisor will meet with the staff member for a final review prior to the end of the probationary period subject to participation by the staff member. The purpose of the meeting is to discuss and report progress, performance and any significant concerns. The staff member will have 5 working days to respond and/or provide additional information in relation to the final review report.	

Step 4 – Decision

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

Step 5 – Review of decision

- Where the decision in Step 4 is termination the staff member may request a review in accordance with [Schedule 16 – Review of decisions](#) within 5 working days of notification of the decision. The review for Academic Staff is either by Inquiry Officer or Review Panel, not both.

Step 6 – Final decision

- The relevant **delegate** will consider the reports arising from Step 3 and Step 5 and any response from the staff member and will advise the staff member in writing of the decision that:
 - a) the appointment be confirmed;
 - b) the probationary period be extended; or
 - c) the appointment be terminated with notice or payment in lieu of notice.
- Prior to confirming a decision to terminate, the **delegate** will offer the staff member and their **Representative**, if any, an opportunity to meet in person and/or make written submissions as to why the staff member's employment should not be terminated. The staff member may put forward any matters.

SCHEDULE 3 SALARY RATES FOR FULL-TIME AND PART-TIME ACADEMIC STAFF

1. The following salaries are paid to full-time and part-time Academic Staff:

	Step	*Current	4.0% From the start of the first pay period commencing on or after 1/03/2024	4.0% From the start of the first pay period commencing on or after 1/03/2025
Level A [Associate Lecturer]	1	75,870	78,905	82,061
	2	80,202	83,410	86,746
	3	84,538	87,920	91,437
	4	88,874	92,429	96,126
	5	92,394	96,090	99,934
	6**	95,918	99,755	103,745
	7	99,438	103,416	107,553
	8	102,962	107,080	111,363
Level B [Lecturer]	1	108,382	112,717	117,226
	2	112,449	116,947	121,625
	3	116,509	121,169	126,016
	4	120,578	125,401	130,417
	5	124,640	129,626	134,811
	6	128,705	133,853	139,207
Level C [Senior Lecturer]	1	132,768	138,079	143,602
	2	136,836	142,309	148,001
	3	140,896	146,532	152,393
	4	144,963	150,762	156,792
	5	149,022	154,983	161,182
	6	153,093	159,217	165,586
Level D [Associate Professor]	1	159,865	166,260	172,910
	2	165,279	171,890	178,766
	3	170,701	177,529	184,630
	4	176,118	183,163	190,490
Level E [Professor]		205,930	214,167	222,734

* Rate at commencement of this **Agreement** is inclusive of the 5% increase based on rates under the **2018 Agreement**.

** PhD/Course Coordination point.

Hourly rates for Academic Staff in **Casual Employment** are calculated by dividing the annual rate by 52.1786 (365.25 average days per year divided by 7) then dividing that weekly rate by 37.5 hours.

SCHEDULE 4 CLINICAL LOADINGS AND OTHER ALLOWANCES**1. Clinical loadings**

1.1 A medically qualified full-time teaching and research Level B–E academic will be paid a clinical loading that is determined by the nature and extent of the academic's patient care and clinical teaching responsibilities as follows:

- a) Full-Clinical loading – where the major proportion of individual responsibilities is for patient care and clinical teaching.
- b) Para-Clinical loading – where there is a substantial contribution to patient care and clinical teaching.
- c) Pre-Clinical loading – all other full-time medically qualified Academic Staff.

1.2 A dentally qualified full-time teaching and research Level B–E academic employed in a medical school or dental school teaching medical or dental students will be paid a clinical loading as follows:

Loadings	*Current	4.0% From the start of the first pay period commencing on or after 1/03/2024	4.0% From the start of the first pay period commencing on or after 1/03/2025
Professional Loading	27,910	29,026	30,187
Full-Clinical Loading	35,649	37,075	38,558
Para-Clinical Loading	23,792	24,744	25,734
Pre-Clinical Loading	17,847	18,561	19,303
Dental Qualified Loading	17,847	18,561	19,303

* Rate at commencement of this **Agreement** is inclusive of the 5% increase based on rates under the **2018 Agreement**.

1.3 All clinical loadings are superannuable and will be paid to an academic during periods of special studies program, annual leave and long service leave. Clinical loadings will be taken into account in the calculation of statutory entitlements for accrued annual leave on cessation of employment.

2. Aboriginal and Torres Strait Islander Language Allowance

Allowance	Eligibility	Amount Payable
Aboriginal and Torres Strait Islander Language – Level 1	Elementary level. Proficiency is appropriate for all staff members in identified positions or staff who are capable of using a minimal knowledge of language for the purpose of simple communication.	* \$1,705 per annum increased with salary increases in clause 4.1 of this Agreement
Aboriginal and Torres Strait Islander Language – Level 2	Represents a level of ability for ordinary purposes of general business conversation, reading and writing.	* \$3,183 per annum increased with salary increases in clause 4.1 of this Agreement

* Rate at commencement of this **Agreement** is inclusive of the 5% increase based on rates under the **2018 Agreement**.

SCHEDULE 5 MINIMUM CASUAL RATES FOR ACADEMIC STAFF

1. Casual Academic Staff are paid the following minimum rates for work activities performed:

	* Current	4% From the start of the first pay period commencing on or after 1/03/2024	4% From the start of the first pay period commencing on or after 1/03/2025
	Casual hourly rate (including 25% casual loading)	Casual hourly rate (including 25% casual loading)	Casual hourly rate (including 25% casual loading)
Lecturing			
Basic Lecture (1 hour of delivery and 2 hours associated working time)	216.23	224.88	233.88
Developed Lecture (1 hour of delivery and 3 hours associated working time)	288.29	299.82	311.81
Specialised Lecture (1 hour of delivery and 4 hours associated working time)	360.38	374.80	389.79
Repeat Lecture (1 hour of delivery and 1 hour associated working time)	144.17	149.94	155.94
Tutoring			
Tutorial (1 hour of delivery and 2 hours associated working time)	154.22	160.39	166.81
Tutorial where the duties include full course coordination or where a tutor has doctoral qualification.	184.46	191.84	199.51
Repeat Tutorial (1 hour of delivery and 1 hour associated working time)	102.80	106.91	111.19
Repeat Tutorial where the duties include full course coordination or where a tutor has doctoral qualification.	123.60	127.92	133.04
Musical Accompanying			
Musical Accompanying , with special educational service, and associated working time assumed. (1 hour of delivery and 1 hour preparation time)	102.80	106.91	111.19
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.	123.00	127.92	133.04

Clinical education			
Little Preparation Required (1 hour of delivery and 0.5 hours associated working time)	77.14	80.23	83.44
Normal Preparation Time (1 hour of delivery and 1 hour associated working time)	102.80	106.91	111.19
Little Preparation and Course Coordination (1 hour of delivery and 0.5 hours associated working time), including full course coordination or where the clinical educator has a relevant doctoral qualification.	92.23	95.92	99.76
Normal Preparation Time and Course Coordination (1 hour of delivery and 1 hour associated working time), including full course coordination or where the clinical educator has a relevant doctoral qualification.	123.00	127.92	133.04
Marking rate			
Standard Marking (for each hour worked)	51.41	53.47	55.61
Standard Marking (Doctoral qualifications or full course coordination) Where the duties include full course coordination, or where a Marker has a doctoral qualification (for each hour worked)	61.49	63.95	66.51
Higher 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).	72.09	74.97	77.97
Other required academic activity			
Other Required Academic Activity (for each hour of activity)	51.41	53.47	55.61
Other Required Academic Activity where the duties include full course coordination, or where the staff member has a doctoral qualification. (for each hour of activity)	61.49	63.95	66.51

* Rate at commencement of this **Agreement** is inclusive of the 5% increase based on rates under the **2018 Agreement**.

2. Definitions – Casual Academic Staff work activities:

Lecture	The term 'lecture' means an educational activity delivered with the primary purpose of 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 unit 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 the related directly associated non-contact duties in the nature of preparation, contemporaneous marking, and reasonable student consultation will be paid at a rate for each hour of lecture delivered, in accordance with the table in this Schedule. For the purposes of this Schedule, the following definitions apply: <u>Basic Lecture</u> Paid where the lecturer is provided with the course outline and lecture notes. The rate also includes preparation and reasonable consultation. <u>Developed Lecture</u> Paid where the lecturer assumes significant responsibility for planning and developing a course, unit or subject, or where a lecture or small group of lectures calls for special expertise. This rate is also paid where the staff member has responsibility for coordination of a course or unit. <u>Specialised Lecture</u> Paid to a distinguished visiting scholar for a single lecture; or for each lecture in a small group of lectures and for specialised lectures by experts in a field of study. <u>Repeat Lecture</u> As additional major preparation is not assumed to be required, the repeat lecture rate provides for a reduction in associated working time. Minor modification through preparation and student engagement are still required. The Repeat Lecture rate applies to a second and/or subsequent delivery of substantially the same subject matter within a period of seven days, as well as any contemporaneous marking and reasonable student consultation associated with it.
Contemporaneous marking	The term 'contemporaneous marking' means marking of course assessment(s) that is wholly undertaken and completed during a scheduled teaching period (e.g. lecture, tutorial, practical session, studio, laboratory, or other scheduled teaching activity). Marking that is part of formal assessment undertaken and/or completed outside of the scheduled teaching period will be paid according to the marking rates in this Schedule.
Marking rates	<u>Standard marking</u> is non-contemporaneous marking that does not require a significant exercise of academic judgement, such as where the marker is able to determine the correct answer by application of a marking template or where general commentary or feedback on a written piece of work is provided. <u>Higher marking</u> is non-contemporaneous marking that requires significant exercise of academic judgement where, for example, detailed feedback and comments on complex assignments or examination papers and/or a large body of work, such as a thesis, is required. Higher marking rates apply when a casual staff member is a supervising examiner.
Tutorial	<u>Tutorial</u> The term 'tutorial' means an activity in which the primary purpose is the clarification, exploration and reinforcement of subject content presented or accessed 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 casually-employed 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 reasonable student consultation arising from the tutorial, will be paid at the appropriate tutorial rate for each hour of tutorial delivered or presented. <u>Repeat Tutorial</u> A repeat tutorial is a second or subsequent delivery of substantially the same tutorial in the same course within a period of seven days, including any contemporaneous marking and reasonable student consultation associated with it.

Musical accompanying with special education 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.
Clinical education	The term 'clinical education' means the conduct of education (including undergraduate nurse education) in a medical or health clinical setting. A Clinical educator 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 reasonable student consultation.
Other required academic activity	'Other required academic activity' includes 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 academic 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 and/or in an official timetable issued by the University. b) Demonstration / practical classes; The term "Demonstration / practical classes" means a session requires minimal academic 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) Performance and visual art studio sessions; e) Musical coaching, and repetiteurship, and musical accompanying other than with special educational service; f) Activities associated with the coordination of programs; g) Development of teaching and course materials such as the preparation of course guides and reading lists and basic activities associated with course coordination; h) Consultation with students; i) Supervision; j) Attendance at discipline / school faculty and/or University meetings as required; k) Compulsory attendance at educational delivery by another staff member, including but not limited to: lectures, tutorials, musical accompaniment, and/or clinical education presentations; l) Other required academic activities. The above list is not intended to be exhaustive but is provided by way of examples and guidance.

3. Indigenous Student Support

- 3.1 This initiative, aimed to improve the educational outcomes for Aboriginal and/or Torres Strait Islander students, is a supplement to lectures and tutorials and must not be utilised as a replacement for lectures and tutorials. Academic Staff employed under this initiative provide guidance and support to further develop a student's study skills, research skills, time management and organisational skills and will be paid in accordance with the following casual rates:

ISSP	* Current	4% From the start of the first pay period commencing on or after 1/03/2024	4% From the start of the first pay period commencing on or after 1/03/2025
	Casual hourly rate (including 25 % casual loading)	Casual hourly rate (including 25 % casual loading)	Casual hourly rate (including 25 % casual loading)
Individual Student Tuition Rate (for each hour of activity)	51.41	53.47	55.61
Group Student Tuition Rate (for each hour of activity)	57.10	59.38	61.76

* Rate at commencement of this **Agreement** is inclusive of the 5% increase based on rates under the **2018 Agreement**.

SCHEDULE 6 THE UNIVERSITY OF NEWCASTLE ACADEMIC STAFF 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.

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:

- preparing and delivering lectures, presenting tutorials, seminars, practical classes, demonstrations, workshops, student field excursions, clinical sessions, and studio sessions;
- achieving teaching quality as indicated by internal and external surveys and outcomes for students that will improve or innovate in response to feedback;
- formulating a coherent research program, working within a research group (where relevant), participating in applications for competitive research grants and publishing or exhibiting in high-quality outlets, often in collaboration with colleagues, consistent with their discipline;
- involvement of professional activity;
- consultation with students marking and assessment primarily connected with courses in which the academic teaches;
- limited administrative functions primarily connected with courses in which the academic teaches;
- acting as course coordinators provided that skills and experience demonstrate this capacity;
- demonstrating efficient performance in allocated internal roles, sharing academic service responsibilities, contributing to outcomes of internal committees, and beginning to develop external collaborations.

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:

- contributing at undergraduate, honours and postgraduate levels, taking responsibility for the preparation and delivery of course modules and coordinating one or more courses, including collaboration in curriculum design and delivery where appropriate;
- diverse teaching portfolios, covering several units of study and sometimes over several courses;
- the preparation and delivery of lectures, seminars, conduct of tutorials, practical classes, demonstrations, workshops, student field excursions, clinical sessions and studio sessions.
- 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;
- develop a record of publication or non-traditional research output in high-quality outlets;
- contribute to national recognition in their discipline and taking a chief investigator role (often in conjunction with more experienced researchers) in applications for external research funds;
- 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;
- demonstrating efficient performance in allocated internal service roles and actively building external collaborations.

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:

- demonstrating leadership in learning and teaching activities, having a central role in course and curriculum development, and peer mentoring;
- the preparation and delivery of lectures and seminars, conduct tutorials, practical classes, demonstrations, workshops, student field excursions, clinical sessions and studio sessions;
- initiation and development of program material;
- program coordination;
- 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;
- demonstrate a capacity for independent research; contribute as a chief investigator including collaborations which create new insights and opportunities and successfully manage significant external research funds;
- develop an international profile for research in their field through publication or non-traditional research output in high quality outlets and, where relevant, by the impact of their research on policy, practice and/or commercialisation;

- maintain an active and effective record of primary supervision of Higher Degree by Research students with timely completions;
- involvement in professional activity;
- consultation with students;
- broad administrative functions;
- marking and assessment;
- demonstrating outstanding performance in a range of higher-level internal duties, providing a strong contribution to external activities, and developing international collaborations.

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:

- demonstrating strategic leadership in the planning and delivery of curriculum, which where relevant may include clinical teaching;
- being recognised as a 'content specialist' within their College, teaching in specialist areas across courses and disciplines as appropriate;
- the preparation and delivery of lectures and seminars, 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;
- 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;
- demonstrating quality and impact of their work through publication or exhibition in internationally recognised outlets, and, where relevant, through its impact on policy, practice and/or commercialisation;
- maintaining a record of successful applications for external research funding in a chief investigator role and mentoring more junior academic staff and researchers;
- develop and/or maintain an active and effective record of supervising Higher Degree by Research students successfully to timely completion as the primary **supervisor**;
- high level administrative functions;
- consultation with students;
- marking and assessment;
- making a strong contribution to the governance of the **University**, including successful mentoring of more junior academic staff;
- leading and forming strategic partnerships between the **University** and industry/government and other stakeholders nationally and internationally.

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:

- distinguished record of scholarly teaching and leadership across all levels and appropriate contexts, including clinical teaching where appropriate;
- actively developing educational policy and curriculum areas within the discipline;
- demonstrating outstanding outcomes and leadership. Guiding the development of more junior researchers, leading major funding initiatives, making significant contributions to knowledge and the beneficial application of knowledge, and intellectual leadership beyond the specific area of research or creative activity;
- 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 preparation and delivery of lectures and seminars, conduct of tutorials, practical classes, demonstrations, workshops, student field excursions, clinical sessions and studio sessions;
- 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;
- making a significant contribution to the governance of the **University**, including developing policy and providing leadership in community activities, in professional, commercial, and industrial sectors at a national and international level.

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 7 ACADEMIC WORK COMPONENTS

The following components of academic work are indicative of activities that can inform the development of academic work allocations. The list of work components is not intended to be exhaustive or prescriptive and aligns with The **University** of Newcastle Position Classification Standards, 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:

- Conduct of research projects (funded and unfunded), fieldwork, and engaging in the discovery or application of new knowledge
- Consultancies and projects with industry, government, and NGOs, including the development of collaborations and partnerships to facilitate knowledge exchange and translation
- Supervising Research Higher Degree (RHD) students
- Undertaking PhD study and staff development for research and scholarly activity
- Developing and submitting funding proposals for research projects
- Generation of peer reviewed, research outputs (traditional and non-traditional) suitable for inclusion in Excellence in Research for Australia (ERA) and Higher Education Research Data Collection (HERDC)
- Promoting research outcomes through conference presentations, invited keynote addresses, performance, media interviews, articles and reports
- Research-related leadership, including but not limited to: editing journals or books, curating exhibitions and directing performances; refereeing, examining or reviewing grant proposals, journal articles and theses; organising research conferences, workshops, and seminars.

TEACHING AND LEARNING

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

- Course coordination responsibilities, including supervision of teaching staff, student supervision other than RHD student supervision (e.g. work-integrated learning; fieldwork/placement; end-on honours projects);
- Preparation of teaching materials, including scholarly reading and professional development activities to maintain currency of teaching, the application of research-integrated and work-integrated learning approaches, and teaching-related administration duties;
- Delivery of lectures, tutorials, seminars, workshops, etc.
- Marking student assignments and examinations, including checking for plagiarism and moderation activities
- Supporting the student experience through student consultation (face-to-face and online) first-year advising, student advising, coordinating student mentoring programs, etc.
- Development of new curriculum material, teaching materials and learning resources, including the development of flexible modes of delivery and proficient use of technology-enabled learning approaches
- Quality assurance processes (e.g. evaluation of teaching, curricula and student outcomes; participating in teaching seminars; undertaking peer reviews of teaching; contribution to the benchmarking of learning outcomes through internal and external calibration and moderation processes)
- Preparation of teaching-related grants and scholarship, resulting in funding, awards and/or publications.

LEADERSHIP AND ENGAGEMENT

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

- Leadership of an academic unit or discipline
- Leadership in a specific field of governance (e.g. involvement in committees, governance, and administrative structures at all levels, School/College/**University**)
- Leadership of a program (e.g. program convening responsibilities, involvement in discipline/program reviews and accreditation activities, and participation in student recruitment activities)

- Providing leadership through academic planning and performance advising, the supervision of other staff, and involvement in formal mentoring programs
- Engagement with alumni, industry, government, and/or community organisations to develop links and partnerships for the **University**; involvement in the education and/or governance of community organisations or corporations relevant to the discipline or practitioner societies (as approved by Head of School)
- Undertaking clinical work and/or courses to obtain or maintain appropriate professional currency and qualifications
- Participation in leadership and/or engagement activities relevant to discipline, including attendance at School, College, and **University** events (e.g. graduations) and other forms of outreach.

SCHEDULE 8 UNIVERSITY CLOSEDOWN DATES

1. The following are the closedown periods over the **Agreement**:

December 2023				
18	19	20	21	22
Use own leave	Use own leave	Use own leave	Use own leave	Use own leave
25	26	27	28	29
Public Holiday	Public Holiday	University Holiday	University Holiday	University Holiday
January 2024				
1	2	3	4	5
Public Holiday	University Holiday	University Holiday	University Holiday	Use own leave
December 2024				
16	17	18	19	20
Use own leave	Use own leave	Use own leave	Use own leave	Use own leave
23	24	25	26	27
University Holiday	University Holiday	Public Holiday	Public Holiday	University Holiday
30	31			
University Holiday	University Holiday			
January 2025				
		1	2	3
		Public Holiday	University Holiday	Use own leave

SCHEDULE 9 ANNUAL LEAVE LOADING

1. Entitlement

- 1.1 All staff members, other than those in **Casual Employment**, will be paid annual leave loading of 17.5% of the ordinary weekly pay multiplied by 4 weeks, provided that for Academic Staff the loading payable will not exceed the loading payable on the salary of Level C Step 1 for Academic Staff.

2. Conditions

- 2.1 Annual leave loading will be paid each December and calculated at the rate of ordinary pay as at 30 November each year.
- 2.2 Where a staff member commences after 1 December in any year annual leave loading will be paid on a pro rata basis calculated on the completed months of service.
- 2.3 Annual leave loading payable on termination for any reason, is to be calculated on a pro rata basis at the ordinary rate of pay as at the date of termination.

SCHEDULE 10 PARENTAL LEAVE PROCEDURE

1. Scope

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

2. Procedure

Step 1 – Notification

- A staff member should give written notice, as soon as possible, but at least 10 weeks before the:
 - a) date of birth or **expected date of birth**; or
 - b) **day of placement** of expected date of placement of the **child**.
- If a staff member has not given notice before the **child** is born, the notice can be given as soon as practicable (which may be after the leave has commenced).

Step 2 - Continuing to work while pregnant

- The **University** may require a pregnant staff member to provide a medical certificate stating that the staff member is fit to work their normal duties where the staff member wants to keep working within the 6-week period immediately prior to the **expected date of birth** of the **child**.
- The **University** may require the staff member to start parental leave if the staff member does not provide the requested certificate within 7 days of the request; or provides a medical certificate stating that the staff member is unfit to work.

Step 3 - Commencement of parental leave

- A staff member who is pregnant may commence parental leave at any time within 20 weeks prior to the **expected date of birth** of the **child**. In all other cases, **primary carer** parental leave commences on the day of birth or **day of placement** of the **child**.
- Paid partner (non-primary carer) leave may be taken during the period 3 weeks prior to the **expected date of birth** or **day of placement** of the **child**, and up to 6 months after the actual birth or **day of placement**. This leave may be taken concurrently with parental leave taken by the **child's** other parent.

Step 4 - Extending parental leave

- A staff member who is on parental leave under clause 6.8 may request an extension of unpaid parental leave up to the maximum available under the **NES**.
- The staff member's request to extend parental leave must be in writing to the **University** at least 4 weeks before the end of the current parental leave period.

Step 5 - Return to Work

- 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.
- The **University** will grant mothers who are breastfeeding paid breaks each day as necessary and provide access to comfortable, private facilities for the purpose of breastfeeding or expressing and storing breast milk.

SCHEDULE 11 MANAGING UNDERPERFORMANCE PROCEDURE

1. Scope

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

2. Procedure

- 2.1 The **University** will follow this procedure for managing underperformance.
- 2.2 A decision made, or step taken, in relation to concerns about a staff member's performance is not invalid only because it is inconsistent with the procedure in this Schedule, provided that the inconsistency with the procedure does not result in any substantive injustice to the staff member.
- 2.3 Staff and the **University** are entitled to be represented by a **Representative** during any managing underperformance procedure.

Step 1 – Informal counselling

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

Step 2 – Performance improvement plan / milestones

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

Step 3 – Review of performance improvement plan / milestones

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

Step 4 – Disciplinary action including termination

- The **supervisor** will inform the **delegate** of the staff's member's progress against the expectations under the PIP and that the staff member's performance has not improved to the required standard.
- The **supervisor** and the **delegate** will inform the staff member that they have failed to meet the expectations under the PIP and that, as a consequence, their performance has not improved to the required standard. The staff member will be informed that the **University** is considering disciplinary action, which may include termination of employment.
- The staff member will be given 10 working days to submit a written response to the **supervisor** and **delegate** in relation to their performance, including to 'show cause' as to why their employment should not be terminated or other disciplinary action should not be taken. The staff member will be given an opportunity to meet with the **delegate** following the provision of their submission and prior to the **delegate** making a determination.
- If, after considering any response from the staff member (or if no response is received within the required timeframe), the **delegate** remains of the view that disciplinary action is appropriate, the **delegate** may take disciplinary action, up to and including termination of employment.
- The **delegate** will decide what, if any, disciplinary action will be taken against the staff member. Disciplinary action is limited to one, or a combination, of the following:
 - a) extending the review period;
 - b) counselling; and/or
 - c) further training and development; and/or

d) formal censure; and/or e) loss of increment(s); and/or f) demotion; or g) termination of employment; or h) other outcomes genuinely agreed between the staff member and delegate. • The delegate will notify the staff member in writing of any disciplinary action to be taken.
Step 5 – Review of decision
• Following the completion of Step 4, where this process results in demotion or termination, the affected staff member may seek a review of that decision within 5 working days of the date that the decision in accordance with Schedule 16 – Review of decisions. The staff member may seek a review by either an Inquiry Officer or Review Panel, but not both. • The date of effect of the disciplinary action including termination taken at Step 4 will be deferred during the review.
Step 6 – Final decision
• Where a staff member applied for a review under Step 5, the delegate will consider any report or recommendation resulting from the process in Schedule 16 – Review of decisions prior to making a determination that: a) the decision is upheld; or b) the decision is overturned; and - impose a different disciplinary sanction; or - impose no disciplinary sanction. • If the determined disciplinary action is termination of employment, the delegate will offer the staff member and their Representative (if any), an opportunity to meet in person and / or make written submissions as to why the staff members employment should not be terminated. The staff member may put forward any matters going to mitigation for the delegate to consider before implementing the decision.

SCHEDULE 12 MANAGING MISCONDUCT / SERIOUS MISCONDUCT PROCEDURE**1. Application and general provisions**

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

2. Procedure for managing misconduct / serious misconduct

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

Step 1 – Awareness of conduct issue(s)

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

Step 2 – Informal counselling

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

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

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

Step 4 – Allegations and response

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

Step 5 – Decision and disciplinary action including termination

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

- The **delegate** will notify the staff member in writing of their decision and the operative date of the disciplinary action to be taken.
- If the staff member denies the allegation in part or full, the **delegate** will notify the staff member of their decision to:
 - a) take no further action;
 - b) counsel or censure the staff member for unsatisfactory behaviour and take no further action; or
 - c) refer the matter for further review.

Step 6 – Review of decision

- Where the matter is referred by the **delegate** at Step 5, the review will be conducted in accordance with [Schedule 16 – Review of decisions](#). The staff member must apply in writing to the **delegate** within 5 working days of the **delegate** notifying of their decision under Step 5 electing whether the staff member wishes for the Inquiry Officer or Review Panel process to apply.

Step 7 – Final decision

- If referred for review at Step 5, the **delegate** will consider any report or recommendation resulting from the review under [Schedule 16 – Review of decisions](#) prior to making a final decision.
- The **delegate** may determine:
 - a) there is no **misconduct /serious misconduct** and take appropriate action;
 - b) to counsel and censure the staff member;
 - c) that **misconduct / serious misconduct** has occurred and the disciplinary action to be taken (including any of the actions identified at Step 5); or
 - d) agree to some other negotiated outcome.
- The **delegate** will advise the staff member in writing of the decision and the operative date of the disciplinary action.
- If the determined disciplinary action is termination of employment, the **delegate** will offer the staff member and their **Representative** (if any), an opportunity to meet in person and / or make written submissions as to why the staff member's employment should not be terminated. The staff member may put forward any matters going to mitigation for the **delegate** to consider before implementing the decision.

SCHEDULE 13 RESEARCH CODE BREACH PROCEDURE

1. Application and general provisions

- 1.1 This procedure will apply to all staff members, excluding staff in **Casual Employment** and those on **Probation**.
- 1.2 For the purposes of this procedure, breach means a failure to meet the principles and responsibilities of the **Research Code**.
- 1.3 In the case of a potential breach of the **Research Code** the **University** will follow the process set out in the *Research Breach Investigation Procedure*. For the avoidance of doubt, the procedures under [Schedule 12 – Managing misconduct / serious misconduct procedure](#) do not apply when dealing with an alleged breach of the **Research Code**.
- 1.4 Where there is ambiguity as to whether the procedures in this Schedule or [Schedule 12 – Managing misconduct / serious misconduct procedure](#) should apply, the Chief People and Culture Officer will consult with the **delegate** and agree which processes should apply to avoid duplication. If during the process, it becomes apparent that the alternate process is more applicable, that process may instead be adopted and steps taken under the first process will be recognised in the second process.
- 1.5 This procedure in no way constrains the **University** from carrying out further investigations relating to the consequences of conduct of a staff member or former staff member when required in the public interest.
- 1.6 The **University** will consider nominations from the relevant **Union** for suitably qualified and experienced staff members to be available for appointment by the **University** should an internal investigation panel be required.
- 1.7 Where a **Research Code** breach matter involves a staff member represented by a **Union**, the **University** will consult with the **Union** in relation to the appointment of the Chair prior to commencement of the internal panel investigation.

2. Procedure for Managing a Research Code Breach

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

- 2.4 The **delegate** will decide what, if any, disciplinary action will be taken against the staff member under this procedure. Disciplinary action is limited to one, or a combination, of the following:
- a) counselling; and/or
 - b) further training and development; and/or
 - c) formal censure; and/or
 - d) loss of increment(s); and/or
 - e) demotion; or
 - f) termination of employment (this option only applies in cases of serious **Research Code** breaches).
- 2.5 The **delegate** will advise the staff member of the disciplinary action to be taken. If the determined disciplinary action is termination, the **delegate** will offer the staff member and their **Representative** (if they so choose) an opportunity to meet in person and/or make written submissions as to why the staff member's employment should not be terminated. The staff member may put forward any matters going to mitigation for the **delegate** to consider. The **delegate** and the staff member may agree to some other negotiated outcome.
- 2.6 The action of the **delegate** under this procedure will be final. However, this does not exclude the jurisdiction of any external tribunal that would be competent to deal with the matter.

SCHEDULE 14 REDEPLOYMENT AND REDUNDANCY PROCEDURE**1. Scope**

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

2. General principles

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

3. Procedure

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

Step 1 – Notification of Redundancy

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

Step 2 – Decision Period

- The staff member will have a period of 4 weeks from the date of the notice in Step 1 to elect to do one of the following:
 - seek redeployment within the **University** for a period of up to 52 weeks for Academic Staff; or 26 weeks for **Teachers**; or
 - seek employment outside the **University** for a period of up to 16 weeks for Academic Staff, or 8 weeks for **Teachers**; or
 - accept a voluntary separation package comprising the redundancy payment in accordance with Step 4 plus 20% loading for Academic Staff, or 10% for **Teachers** (except on the statutory entitlements) in lieu of any redeployment.
- If the staff member does not elect between those options, the staff member will be deemed to have elected redeployment within the **University**.

Step 3 – Redeployment Period

- The date of commencement of the redeployment period is the date of notice in Step 1.
- During the redeployment period the **University** will allocate suitable temporary work to the staff member and the staff member's salary (as prescribed in [Schedule 3 – Salary Rates for Full-time and Part-time Academic Staff](#) for Academic Staff and [Schedule 17 – Teachers](#) for **Teachers**) will be maintained.
- 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 detached.
- Where the staff member is redeployed to a lower classified position, the staff member will receive salary maintenance for a period of 52 weeks for Academic Staff; or 26 weeks for **Teachers** from the date of notice in Step 1.
- During the redeployment period, the staff member will have preference of employment to suitable alternative positions within the **University** where vacancies exist or are expected to exist in a reasonable period of time. Preference will include employment and/or training and development for positions at their classification level and within the ambit of their skills and experience.

- Where the staff member has chosen to exercise the right of preference of employment for a particular position, a selection committee will determine the suitability of any applicant for redeployment to the position based on fair and objective criteria. The committee will recommend one of the following options:
 - a) that the position be offered to the staff member (or the preferred applicant, where more than one staff member on redeployment applies). The Committee may decide the applicant should be given 3 months appropriate training to acquire the skills for the role; or
 - b) redeployment for a trial period of 3 months, with training where the applicant lacks relevant and related experience in a similar work field. The manager will review the redeployment at the end of the 3 months and either confirm the appointment (with further training if deemed necessary) or, if either the manager or the staff member considers the trial is unsuccessful, discuss further options for redeployment with the staff member; or
 - c) that the staff member is not suitable for redeployment to the position. Staff not successful in being redeployed to an available position will have access to a review in accordance with [Schedule 16 – Review of decisions](#).
- Where the staff member elects to cease employment with the **University** at any time during the Redeployment Period, they will be entitled to notice and a redundancy payment in accordance with Step 4.
- Where reasonable offers of redeployment at the same level, and training and development are refused by a staff member on redeployment, the **delegate** will review each case with a view to recommending:
 - a) a further offer of redeployment and/or training and development; or
 - b) the immediate provision of a severance payment in accordance with Step 5 for Academic Staff; or Step 4 for **Teachers**.

Support during Redeployment Period

- Subject to **delegate** approval, the staff member will be able to take reasonable time to undertake job search; attend job interviews and, financial and personal counselling; and will be provided with training and development; or a career development program for staff members that elect the option to seek employment outside the **University** in Step 2, which will include career planning, job search plan/skills, support with resumé development and interview skills, job search assistance, personal counselling and financial planning.
- The career development program will be developed within the following guidelines:
 - all elements of the program will realistically contribute to improved likelihood of the individual achieving their career objective;
 - the total cost of the career development program supported by the **University** will be the equivalent of up to 36 weeks' base salary of the Academic Staff member; or 18 weeks' base salary for a **Teacher**;
 - where the staff member is successfully redeployed into another position, the career development program will cease;
 - the career development program and the associated costs will be approved by the Chief People and Culture Officer or **delegate** prior to implementation;
 - all costs with the program will be incurred:
 - within 52 weeks of the Academic Staff member being detached; or
 - within 6 months of a **Teacher** being detached.

(Meaning that any development activities will only be supported for 52 weeks (for Academic Staff); or 6 months for **Teachers**. For clarity this may include costs after the staff member has left the **University's** employment).

Step 4 – Termination - redundancy

- The following termination payments will apply to Academic Staff made redundant:
 - a) 26 weeks salary (incorporating notice of termination under the **NES**; plus
 - b) 2 weeks salary for each year of service completed at the **University** to a maximum of 52 weeks; and

- c) statutory leave entitlements.
- The following termination payments will apply to **Teachers** made redundant:
 - a) 26 weeks salary (incorporating notice of termination under the **NES**); plus
 - b) 2 weeks salary for each year of service completed at the **University**, up to a combined maximum of 52 weeks; and
 - c) statutory leave entitlements.
- Payments made under this procedure will be calculated at the staff member's **substantive salary level at the date of separation**.

Step 5 – Termination – retrenchment – Academic Staff

- If separation or successful redeployment has not occurred within the redeployment period, the Academic Staff member will receive notice, or payment in lieu of notice, together with a severance payment on the date of ceasing employment as follows:

a) Notice

Period of continuous service	Period of notice
Not more than 1 year	At least 1 week
More than 1 but less than 3 years	At least 2 weeks
More than 3 but less than 5 years	At least 3 weeks
More than 5 years	At least 4 weeks

b) Severance

Period of continuous service	Severance
Less than 2 years	4 weeks pay
More than 2 but less than 3 years	6 weeks pay
More than 3 but less than 4 years	7 weeks pay
More than 4 but less than 5 years	8 weeks pay
More than 5 but less than 6 years	10 weeks pay
More than 6 but less than 7 years	11 weeks pay
More than 7 but less than 8 years	13 weeks pay
More than 8 but less than 9 years	14 weeks pay
More than 9 but less than 10 years	16 weeks pay
More than 10 years	12 weeks pay

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.

SCHEDULE 15 MANAGING INCAPACITY PROCEDURE

1. Scope

- 1.1 The Schedule applies to staff members in **Continuing Employment**, **Fixed term Employment**, and **Contingent Employment** who have a temporary, episodic or permanent disability / medical condition or needs that may impact on the accessibility of the work environment or their ability to perform the work associated with the role.
- 1.2 The Schedule will not displace or override any provisions under workers' compensation schemes or awards whether State or Federal.

2. Principles

- 2.1 In making an assessment as to whether the staff member is unable to perform their duties and is unlikely to resume them within a reasonable period, the medical practitioner or panel of medical practitioners appointed pursuant to this Schedule will, as far as practicable, apply the standards used by the staff member's superannuation scheme, if any, in determining qualification for the payment of a disablement pension or other similar benefit.

3. Procedure

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

Step 1 – Ill-health identified	
- Where ill-health issues are identified, in consultation with the staff member, the University will: - consider mechanisms such as reasonable adjustment and use of leave to support the staff member's return to full duties within a reasonable timeframe; and - consider whether the duties may be permanently modified.	
Step 2 – Medical examination	
- Where incapacity cannot be resolved under Step 1, the University may require the staff member to undergo a medical examination. - The University will nominate the medical practitioner to conduct the medical examination at its expense and will provide that staff member with written notice of not less than 1 month that a medical examination is required. The staff member and the University may agree to a different period of notice. - No further actions will be taken under this Schedule where prior to the expiry of notice period to attend a medical examination at Step 2, the staff member applies to their superannuation fund for ill-health retirement or temporary disability benefit under the rules of the superannuation fund and the application is successful.	
Step 3 – Medical report	
- A copy of the medical report made by the medical practitioner under Step 2 will be provided to the University and the staff member (or where the medical advice is such to the staff member's doctor). <u>Able to perform inherent requirements within 6 months of report</u> - The University considers the report and any advice from the staff member's treating doctor in constructing an appropriate with a return to work plan - If the staff member does not resume duties within the 6 month period the delegate may: - notify the staff member of the decision to terminate their employment in accordance with Step	

5; or b) extend the period for up to 3 months. If the staff member does not resume duties in that period, the delegate may notify the staff member of the decision to terminate their employment in accordance with Step 5. <u>Unable to perform inherent requirements and unlikely to resume duties within 6 months of report</u> - Staff member may request a review of the report within 10 days of receipt in accordance with Step 4; or - If review not requested, the delegate may notify the staff member of the decision to terminate their employment in accordance with Step 5.
Step 4 – Review of medical report
- Where a review is requested, the review will be conducted by an independent medical practitioner with the relevant area of expertise, chosen by the staff member from a list provided by the University. <u>Able to resume duty within 6 months of Step 3 report</u> - The University will consider the report and review any advice from the staff member's treating doctor in proceeding with a return to work plan. - If the staff member does not resume duties within the 6 month period the delegate may: a) notify the staff member of the decision to terminate their employment in accordance with Step 5; or b) extend the period for up to 3 months. If the staff member does not resume duties in that period, the delegate will notify the staff member of the decision to terminate their employment in accordance with Step 5. <u>Unable to resume duties within 6 months of Step 3 report</u> - The delegate may notify the staff member of the decision to terminate their employment in accordance with Step 5.
Step 5 – Termination
- In making a decision to terminate a staff member's employment by reason of ill-health, the delegate will consider: a) the report arising from Step 3 b) any medical advice provided by the staff member's treating doctor(s); c) the review, if requested, at Step 4; and d) incidences of staff member not resuming duties within periods specified at Step 3 and Step 4. - The notice of termination, or pay instead of notice will be 6 months.

4. Superannuation – Applications

- 4.1 Where, prior to the expiry of the period of notice at Step 2 of this clause, the staff member applies to the staff member's superannuation fund for ill-health retirement or temporary disability benefit under the rules of the superannuation fund, the requirement for a medical examination under Step 2 will lapse and subject to Clause 4.2 below, no further action will be taken under this clause.
- 4.2 Where the superannuation fund decides that the staff member is capable of resuming duty, the **delegate** may direct the staff member to attend a medical examination at Step 2 and then proceed in accordance with the remainder of this Schedule.
- 4.3 If any action taken in accordance with Step 3 of this Schedule would result in the Academic 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 commencement of action under this Schedule to action taken at Step 3 will be extended to 12 months.

SCHEDULE 16 REVIEW OF DECISIONS

1. Principles

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

2. Inquiry officer

Availability

- 2.1 Within 5 working days of the date that the relevant decision was made, a staff member may apply in writing to the appropriate **delegate** for an inquiry officer review in relation to:
- a) disputes about intellectual property rights - clause 7.3.7;
 - b) a selection committee's decision on preference of employment in redeployment period – [Schedule 14](#), Step 3;
 - c) a decision regarding a type of leave and related conditions – Part 6;
 - d) workload allocation of an Academic Staff member – Part 5, clause 5.7.1;
 - e) a decision to terminate a **Teacher's** employment on **probation** – [Schedule 2 – Managing probation procedure](#), Step 5;
 - f) a decision to terminate an Academic Staff member's employment on **probation** – [Schedule 2](#), Step 5;
 - g) a decision to demote or terminate the staff member's employment taken under the Managing underperformance procedure - [Schedule 11](#), Step 5; or
 - h) a referral for a review taken under the Managing **misconduct** / **serious misconduct** procedure - [Schedule 12](#), Step 6.

Appointment

- 2.2 For the purposes of clauses 2.1 a) to e) inclusive, the inquiry officer will be appointed by the **University**.
- 2.3 For the purposes of clauses 2.1 f), g) and h) only, a pool of agreed inquiry officers will be established between the parties as soon as practicable after the approval of the **Agreement**. Should a suitable inquiry officer not be available from the pool, the **University** will consult with the **NTEU** on selecting an agreed alternative inquiry officer, provided the staff member subject to the matter is represented by the **NTEU**, prior to appointing an Inquiry Officer.
- 2.4 Where an application for an inquiry officer review is received, the **University** will appoint an inquiry officer who:
- a) is without conflict of interest;
 - b) has the capacity to undertake the inquiry within the context of the relevant **University** policies and processes; and
 - c) will be able to apply the principles of procedural fairness.

2.5 That appointment will be notified to the staff member.

Process

2.6 The inquiry officer will determine the procedure to be adopted in conducting the review and outline that procedure to the staff member. The objective of any review will be to:

- a) conduct the review in a timely manner;
- b) determine whether the relevant procedures were complied with;
- c) determine whether any procedural error is fundamental; and
- d) consider any other facts that may have had a bearing on the decision.

2.7 The inquiry officer will examine the application in accordance with the relevant clause of this **Agreement** and any other relevant policies and procedures of the **University**.

2.8 The inquiry officer may interview the applicant for any matter. However, for applications under clauses 2.1 f), g) and h) only the inquiry officer will interview the applicant and their **Representative**, if requested.

2.9 The inquiry officer may make any other enquiries to assist in the decision in relation to the application, including receiving submissions from the staff member seeking the review, and their **Representative** or any other relevant person.

2.10 For applications under clause 2.1 f), g) and h), the inquiry officer will provide an opportunity for the staff member (and their **Representative** if they so choose) to make and discuss submissions, including oral submissions, and/or provide relevant information.

2.11 Within 10 business days of completing the review, the inquiry officer will provide a written report to the appropriate **delegate**, and the staff member, which:

- a) makes findings and provides reasons in relation to:
 - i. whether the relevant clause of this **Agreement** and any other relevant policies and procedures of the **University** were complied with; and
 - ii. whether any procedural error is fundamental; and
 - iii. for applications under clauses 2.1 f), g) and h):
 - I. whether there is a valid reason for the action (if appropriate);
 - II. whether the original decision is reasonable in the circumstances (if appropriate); and
 - III. any facts that may have had a bearing on the decision; and
- b) comments on the process, facts or any mitigating circumstances relevant to the case, and may make recommendations.

2.12 Within 5 business days of receiving the inquiry officer's report, the staff member may provide any comments on the report to the **delegate**.

Outcome

2.13 For a review of decisions in relation to clause 2.1 a) to e) inclusive above, the **delegate** will consider the inquiry officer's report and the staff member's response (if any is provided within time), and determine that:

- a) the decision is upheld;
- b) the decision is overturned;
- c) the provisions of this **Agreement** should be reapplied from the point at which it was found that procedural fairness did not occur; and/or
- d) some other outcome.

2.14 The **delegate's** determination in relation to a review of a decision taken under **probation**; managing underperformance, or **misconduct /serious misconduct** will be in accordance with the relevant procedure in [Schedule 2](#); [Schedule 11](#) or [Schedule 12](#) of this **Agreement**.

3. Review Panel

Overarching principles

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

Availability and circumstances where a Review Panel may operate

- 3.3 A staff member may apply in writing to the appropriate **delegate** within 5 working days of the date that the relevant decision was made for a Review Panel to be established pursuant to:
- [Schedule 11 – Managing underperformance](#) – Step 5; or
 - [Schedule 12 – Managing misconduct / serious misconduct](#) – Step 6; or
 - [Schedule 2 – Managing probation](#) – Step 6 (Academic Staff only).

Appointment

- 3.4 A Review Panel will comprise of 3 members, including:
- a nominee of the **University**;
 - a nominee of the staff member's **Union**, who must be a staff member of the **University**. Where the staff member applying for review is not a member of a **Union** or otherwise does not elect to have a **Union** member sit on the panel, the staff member may themselves nominate any staff member; and
 - an independent chairperson who will be appointed by the **University** from an agreed pool of chairs. A pool of agreed independent chairpersons will be established between the **NTEU** and the **University** as soon as practicable after the approval of the **Agreement**. Should a suitable chairperson not be available from the pool, the **University** will consult with the **NTEU** on selecting an agreed alternative independent chairperson, provided the staff member subject to the matter is represented by the **NTEU**, prior to appointing an independent chairperson.

Process

- 3.5 The Review Panel will review the decision of the relevant **delegate** (including any report or investigation document relied upon by the **delegate** in making the decision) made under the relevant Schedule above.
- 3.6 The staff member, and their **Representative** where they have nominated one, will be provided a copy of all information provided to the Review Panel. However, if the chairperson has a reasonable concern that the provision of the information to the staff member will give rise to a risk of psychosocial harm, the chairperson may provide the staff member with a redacted version of the information and any **Representative** of the staff member with an unredacted version of the information on the condition that the **Representative** undertakes not to disclose the redacted information to the staff member.

- 3.7 The staff member will be permitted to make written submissions to the Review Panel and the **University** may elect to make written submissions in reply. Where practicable the Review Panel will be conducted on the basis of written submissions only.
- 3.8 Where the Review Panel identifies a concern with the investigation report relied upon by the **delegate** and further information is required from a witness, the chairperson may seek further information from the witness in accordance with the overarching principles at clause 3.1 above. It is a matter for the chairperson to decide whether to seek such information by writing to the witness and asking questions or asking the witness to participate in a meeting with the chairperson where the questions may be asked orally.
- 3.9 The chairperson will give genuine consideration to any questions suggested by the staff member (or their **Representative**) or the **University** to be asked of the witness, but the chairperson has the authority to determine the precise questions to be asked of a witness.
- 3.10 The chairperson will provide the further information obtained from the witness to the Review Panel, the staff member and their **Representative**, and the **University's** representative. However, if the chairperson has a reasonable concern that the provision of the information to the staff member will give rise to a risk of psychosocial harm, the chairperson may provide the staff member with a redacted version of the information and any **Representative** of the staff member with an unredacted version of the information on the condition that the **Representative** undertakes not to disclose the redacted information to the staff member.
- 3.11 The staff member, or where nominated their **Representative**, may make a final submission taking into account any further information that has been provided.
- 3.12 The Review Panel will consider any investigation report, any submission received from the staff member and the **University**, and any further information received from a witness, and make findings of fact and/or recommendations to the relevant **delegate** for final determination in accordance with the relevant schedule of this **Agreement** (i.e., [Schedule 11 – Managing underperformance procedure](#), Step 6; [Schedule 12 – Managing misconduct / serious misconduct procedure](#), Step 7; or [Schedule 2 – Managing probation](#), Step 6).
- 3.13 Where the Review Panel recommends a different outcome than the original **delegate**, the recommendation of the Review Panel will be considered by an alternative **delegate** of the **University**. The alternative **delegate** will be at the same level of seniority or higher than the original **delegate**.
- 3.14 Neither the Review Panel nor the chairperson can compel or otherwise direct any person to provide information or otherwise participate in the Review Panel process. Where a person refuses to participate in the Review Panel process, the Review Panel will proceed on the basis of the material available to it.

Timeframe

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

4. Other review processes

Academic promotion

- 4.1 In relation to clause 8.2.10 Academic Staff have the right to appeal regarding the procedures which led to a determination by the **delegate** regarding promotion.
- 4.2 An appeal will be determined by a promotions appeal committee comprising:
- a) Vice-Chancellor (or nominee) as chair;
 - b) a member of Academic Senate;
 - c) an Academic Staff member from a pool of staff nominated by staff representatives on the Staff Consultative Committee; and
 - d) Two Academic Staff members nominated by the Vice-Chancellor.

Study leave and/or examination leave

- 4.3 A staff member may seek a review of a decision regarding study leave and/or examination leave and/or reimbursement from the **delegate** in relation to clause 8.3.

Managing staff workload – Teachers

- 4.4 A **Teacher** may refer concerns about workload to the **delegate** for investigation and recommended resolution in relation to [Schedule 17 – Teachers](#), Part A, cl. 2.3, l) iv).

SCHEDULE 17 TEACHERS**1. Scope**

1.1 This Schedule applies to staff engaged as **Teachers**. It consists of:

- a) Part A – Terms applying to **Teachers**;
- b) Part B – Minimum salaries for **Teachers**;
- c) Part C – Minimum casual rates for **Teachers**; and
- d) Part D – Allowances for **Teachers**.

2. PART A - TERMS APPLYING TO TEACHERS

2.1 The main body of this **Agreement** and related Schedules apply to **Teachers**, other than the following clauses and Schedules that do not apply to **Teachers**:

- a) Categories of **Fixed Term Employment** - clauses 3.6.1 and 3.6.2; For the avoidance of doubt, the limits on **Fixed Term Employment** (fixed term categories) do not apply to the engagement of **Teachers**;
- b) Position Classification Standards - clause 4.6; and [Schedule 6 – Academic Staff Position Classification Standards](#) ;
- c) Hours of work and Academic workload – Part 5;
- d) Salary Rates for Full-time and Part-time Academic Staff – [Schedule 3](#);
- e) Clinical loadings and other allowances – [Schedule 4](#). For the avoidance of doubt, the Aboriginal and Torres Strait Islander Language Allowances provided by this Schedule also apply to eligible **Teachers**;
- f) Minimum Casual Rates for Academic Staff – [Schedule 5](#);
- g) Academic Work Components – [Schedule 7](#).

2.2 Where in the main body of the **Agreement** or in a Schedule that applies to **Teachers** (as mentioned above) there is a reference to staff or Academic Staff, that reference will be read as being a reference to **Teachers** with such modifications as are required for the provision to give effect to the conditions in this Schedule.

2.3 The following terms are specific to **Teachers**:

- a) Salary: **Teachers** will be paid according to the salary scale or casual rates as set out in Part B and Part C of this Schedule.
- b) Classification - Qualifications: On appointment an **ELICOS Teacher** (other than those in **Casual Employment**) will be placed on a salary level commensurate with the minimum salary for their qualifications as following:
 - i. a 3 year trained **Teacher** without prior service will commence on Step 1 of the scale;
 - ii. a 4 year trained **Teacher** without prior service will commence on Step 2 of the scale;
 - iii. a 5 year trained **Teacher** without prior service will commence on Step 3 of the scale; and
- c) Recognition of prior teaching service: The **University** will recognise teaching service, either continuing, fixed term, contingent or casual, at a recognised institution in a directly related field on the basis of 1 increment per year of service, in any of the following recognised institutions:
 - i. **ELICOS** Institutions and institutions which teach English as a foreign or second language;
 - ii. Universities, colleges and tertiary education institutions;

- iii. Primary or secondary schools;
 - iv. International Foundation Studies institutions; or
 - v. other institutions as determined by the **University**.
- d) Higher duties/relieving and other allowance: **Teachers** relieving an existing position or performing the duties of a higher-level position will be paid an allowance in accordance with Part D of this Schedule. Other monetary allowances will be paid to eligible staff subject to the terms in Part D of this Schedule.
- e) Class sizes: Other than for lectures, no **ELICOS Teacher** will be required to teach class sizes that exceeds 18 students, or the maximum student number stipulated by the **ELICOS** Standards. This does not apply to classes delivered outside the scope of the **ELICOS** Standards but the maximum number would otherwise not exceed 40 students.
- f) Ordinary hours of work:
 - i. 35 hours per week for a full time **Teacher**;
 - ii. Shall not exceed 8 hours in 1 day exclusive of a meal break, unless there is mutual agreement between the staff member and their **supervisor**;
 - iii. The **University** may agree to annualise the hours of work of a **Teacher** so that they are averaged over 12 months, or where the contract of employment is for less than a calendar year, for the period of employment.
- g) Span of ordinary hours:
 - i. **ELICOS** Teachers – 9:00am to 6:00pm, Monday to Friday.
- h) Contact hours and duties – **ELICOS** Teachers:
 - i. Full-time staff will be required to work up to 820 contact hours per year. By agreement with the director staff may work 840 contact hours per year. The maximum annual contact hours for part-time staff will be calculated on a pro rata basis.
 - ii. The annual contact hours will be worked over a 45 week period, consisting of 9 terms, each of 5 weeks' duration.
 - iii. The contact hours for a full-time staff member is normally 20 hours per week or pro rata for part-time staff, with a maximum of 22 hours in any week.
 - iv. The span of contact hours will not be greater than 7 hours in any one day unless there is mutual agreement between the director of the work unit and the staff member.
 - v. A Head Teacher (A **Teacher** appointed by the **University** to be responsible for convening or deputy convening a program) will teach a maximum of 10 contact hours each week of each teaching block.
 - vi. Staff members will not be required to teach more than 5 contact hours per day.
 - vii. Contact hours includes teaching or supervision of students in scheduled: classes; lectures; individual or group tutorials and/or consultations; self-access groups; examinations; excursions; study tours; or other teaching activities, including flexibly delivered programs.
 - viii. Other duties may be considered as contact hours on agreement of the director of the work unit and the **Teacher** including but not limited to: preparation of course and learning materials; communication with students and marking assessment tasks arising from flexibly delivered programs; coordination of courses; facilitation of exchange programs; student activities and publications; student orientation and engagement activities; consultation with Academic Staff; and meetings.
 - ix. Duties associated with teaching includes time spent consulting with students, marking, course preparation and administration, attending meetings,

curriculum development, developing assessment programs and professional development.

- x. Each position should have a position description developed within the context of the work unit, to clearly describe the position's purpose, key functions and relationships, duties, responsibilities, activities and skills required.
- i) **Meal breaks:** An unpaid meal break of not less than 30 minutes and not more than 1 hour will be allowed for each meal, provided that where staff members are called upon to work any portion of their meal hours such time will count as part of their ordinary working hours. A staff member will not be required to work more than 5 hours without a meal break.
- j) **Overtime:** The **University** may require a **Teacher** to work reasonable overtime which will be paid in accordance with this clause:
 - i. Wherever possible, a **Teacher** will be given at least 48 hours' notice of any overtime to be worked. A **Teacher** will not be required to work overtime if the **Teacher** informs the **University** of circumstances that would make the requirement to work overtime unreasonable.
 - ii. Approval to work overtime must be given by the appropriate Director prior to the commencement of overtime. Staff who choose to work additional hours of their own volition are not entitled to be granted overtime.
 - iii. Overtime worked outside ordinary or rostered hours of duty as required by the **University**:
 - I. will be paid for at the rate of 1.5 times the ordinary rate of pay for the first 2 hours and 2 times the ordinary rate of pay thereafter until completion of the overtime work;
 - II. between midnight Saturday and midnight Sunday will be paid for at 2 times the ordinary rate of pay;
 - III. on a **Public Holiday** will be paid at 2.5 times the ordinary rate of pay; AND
 - IV. for work on Sundays or **Public Holidays** will have a minimum payment of 4 hours at the appropriate overtime rate.
 - iv. When overtime work is necessary it will be so arranged that:
 - I. staff members have at least 10 consecutive hours off duty between the work of successive days;
 - II. if the staff member has not had at least 10 consecutive hours off duty between the completion of overtime and the commencement of ordinary duty, the staff member will not be required to report for duty until at least 10 hours has elapsed since the completion of overtime; AND
 - III. if, on the instructions of the **University**, a staff member resumes or continues work without having had 10 consecutive hours off duty, they will be paid at overtime rates until released from duty. The staff member will be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
 - v. Where a staff member has been instructed to report for duty for pre-arranged overtime on a day which they would not have been required to work and on reporting for duty on that day finds that no overtime is available, the staff member will be paid 3 hours overtime at the overtime rate for that day.
 - vi. Each day's overtime will stand alone and will be calculated to the nearest quarter of an hour.

- vii. Staff members called back for work after leaving the **University's** premises will be paid for a minimum of 4 hours at the appropriate overtime rate for that period. Each call will stand alone. This clause will not apply in cases where it is customary for a staff member to return to the **University's** premises to perform pre-arranged overtime or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of normal working time.
- viii. Where a part-time staff member works more hours per week than their ordinary part-time hours of work per week, but not in excess of the ordinary hours of duty for a full-time staff member in the same classification, the staff member will be paid at the ordinary rate of pay for each additional hour so worked.
- ix. Where a Head Teacher is required to perform overtime, the calculation of the payment of overtime will not exceed the maximum salary rate for **Teachers** under the relevant salary scale.
- x. Where overtime is worked in accordance with this clause a staff member may request to be granted time off instead of overtime payment. The time off:
 - I. must be agreed by the Director prior to the overtime being worked;
 - II. will be taken at a time mutually convenient to the **University** and the staff member;
 - III. is calculated as the equivalent of the full overtime payment in hours as specified in clause j) iii. which would have been payable as overtime;
 - IV. will be taken within 6 months of when the overtime was worked;
 - V. when not taken within the 6 month period, the **University** may, with reasonable notice, direct the staff member to take the time off in lieu or the staff member will be paid at the applicable overtime rate; and
 - VI. will be paid at the overtime rate if the staff member's employment is terminated before the time off can be taken.
- k) Work related travel:
 - i. Each staff member will have a primary place of work.
 - ii. Where a staff member is required to undertake work away from their primary place of work, either inside or outside of Australia, all duties will be treated as time worked, including travel time.
 - iii. Travel time outside the span of hours will be paid at the ordinary hourly rate or may be taken as time in lieu on an equivalent basis by agreement. Time off in lieu of travel time does not apply to staff in **Casual Employment**.
 - iv. Where a staff member is required to commence or finish work at a different **campus** or location to their primary place of work, the travel time to be counted as time worked will be the difference between their usual travelling time from home to their primary place of work and return, and the total amount of time spent travelling that day.
 - v. A staff member who travels overseas on a journey in excess of 8 hours will have at least 10 consecutive hours off duty between the end of the journey and the commencement of authorised duties.
 - vi. Staff directed to travel on official **University** business will receive travel entitlements including reimbursement for reasonable and necessary expenses incurred during approved work-related travel.
- l) Managing Teachers' workload: Managers and **supervisors** have a responsibility to monitor and review staff workloads.
 - i. In determining whether work or workloads are reasonable or unreasonable the following must be taken into account:

- I. any risk to the staff member's health, safety and well-being;
 - II. the needs of the **University**;
 - III. the nature of the staff member's role, and their level of appointment, responsibility and time fraction;
 - IV. the staff member's personal circumstances including any family and/or carer responsibilities;
 - V. the importance of maintaining an appropriate balance between work and family / community life; and
 - VI. any other relevant matter.
 - ii. A staff member's concerns about workload should be raised with the **supervisor** in the first instance. The **supervisor** and staff member will meet to discuss and attempt to resolve the staff member's concerns about workload.
 - iii. If the staff member's concerns remain unresolved, the issue should be raised with the appropriate Director or equivalent.
 - iv. If the staff member believes the issue is still not resolved, the matter may be referred by the staff member to the **delegate** who will investigate the matter and make a recommendation to resolve the matter.
 - v. Broad, systemic workload concerns are to be raised directly with the **delegate** or through the Staff Consultative Committee.
 - vi. In assessing workload concerns, primary indicators to be considered include:
 - I. the ongoing need to work excessive hours;
 - II. excessive overtime;
 - III. the inability for staff members to clear accrued leave or take time off instead of overtime payment.
- m) Annual Leave - Direction to take leave:
- i. In **exceptional circumstances**, the **University** may direct a **Teacher** to take, at such time is convenient to the working of the **University**, annual leave for which the staff member is eligible, but as far as practicable the wishes of the staff member concerned will be taken into consideration when fixing the time for taking of annual leave.
- n) Right to apply for conversion from Casual Employment
- i) Staff in **Casual Employment** may apply for conversion to **Continuing Employment, Contingent Employment, or Fixed Term Employment** on the same salary and classification where the staff member has been employed on a regular and systematic basis at a minimum engagement of 0.4 Full Time Equivalent (FTE) in one position during the preceding 12-month period.
 - ii) Conversion may only be refused on reasonable grounds. Generally, conversion would not be approved in the following circumstances:
 - I. where the work is not ongoing in nature; or
 - II. where the staff member was replacing another staff member on leave or secondment from the workplace; or
 - III. where the staff member was employed in a pre-retirement contract; or

- IV. where the position held by the staff member was one specifically designed for **University** students; or
 - V. where the position was for a specific task or project; or
 - VI. where the staff member was employed in **Contingent Employment** and the status of the funding of the position remains unchanged.
- iii) The **delegate** will determine an application for conversion either by offering conversion or by rejecting the application, and will provide a written response, including reasons, to the staff member within 4 weeks of the application.
 - iv) A staff member must not be engaged and re-engaged, nor have their hours reduced, in order to avoid any obligation to offer conversion.
- o) Review of Staffing Ratios: The staffing ratios for continuing, contingent, fixed term and casual employment will be reviewed each March and August using the HECS Census dates as an indicator. The **delegate** will report by 30 September each year, to the Staff Consultative Committee, taking into account the need for flexibility generated by peaks and troughs imposed by student intakes, staffing arrangements, operational performance and future needs. The report will include recommendations on the proportion of continuing to contingent to fixed term to casual employment,

3. **PART B - MINIMUM SALARIES FOR TEACHERS**

3.1 Salary rates for full-time and part-time teachers – **ELICOS TEACHERS**

Classification	Step	*Current	4%	4%
			From the start of the first pay period commencing on or after 1/03/2024	From the start of the first pay period commencing on or after 1/03/2025
Head Teacher	1	114,955	119,553	124,335
	2	117,112	121,796	126,668
	3	119,303	124,075	129,038
Teacher	1	70,525	73,346	76,280
	2	74,357	77,331	80,424
	3	78,184	81,311	84,563
	4	82,022	85,303	88,715
	5	85,856	89,290	92,862
	6	89,685	93,272	97,003
	7	93,515	97,256	101,146
	8	97,344	101,238	105,288
	9	101,175	105,222	109,431
	10	105,013	109,214	113,583

* Rate at commencement of this **Agreement** is inclusive of the 5% increase based on rates under the **2018 Agreement**.

4. **PART C – MINIMUM CASUAL RATES FOR TEACHERS**

4.1 **ELICOS Teachers**

4.1.1 ELICOS Teachers are paid the following casual rates for work activities performed:

ELICOS Teachers Casual Rates	* Current	4% From the start of the first pay period commencing on or after 1/03/2024	4% From the start of the first pay period commencing on or after 1/03/2025
		Casual hourly rate (including 25% casual loading)	Casual hourly rate (including 25% casual loading)
Casual Contact Teaching Rate (1 contact hour and 1 hour duties associated with teaching)	102.94	107.06	111.34
Casual Non-Teaching Rate (per hour worked)	51.46	53.52	55.66

* Rate at commencement of this **Agreement** is inclusive of the 5% increase based on rates under the **2018 Agreement**.

4.1.2 Where an **ELICOS Teacher** in **Casual Employment** is required to teach students in the course of an excursion or study tour, these hours will be paid at the contact hour teaching rate. All other hours worked will be paid at the non-teaching rate for **ELICOS Teachers**.

4.2 **Community Music Teachers**

4.2.1 Community Music Teachers are paid the following casual rates for work activities performed:

Community Music Teachers Casual Rates	* Current	4% From the start of the first pay period commencing on or after 1/03/2024	4% From the start of the first pay period commencing on or after 1/03/2025
		Casual hourly rate (including 25% casual loading)	Casual hourly rate (including 25% casual loading)
Tuition (1 tuition hour and up to 1 hour of duties associated with tuition)	86.99	90.47	94.09
Other Duties (per hour worked)	43.52	45.26	47.07
Musical Accompaniment (1 accompaniment hour and 1 hour duties associated with accompaniment)	86.99	90.47	94.09
Musical Accompaniment and Other Duties (per hour worked)	43.52	45.26	47.07

* Rate at commencement of this **Agreement** is inclusive of the 5% increase based on rates under the **2018 Agreement**.

4.2.2 Definitions – Community Music Teacher Duties:

Tuition	Includes single or class instrumental or vocal tuition, or classroom tuition in early childhood music or musicianship, music craft, song writing, or the tuition of an ensemble group and includes duties associated with the delivery of such tuition.
Duties associated with tuition	Includes time spent consulting with students or parents, lesson preparation, marking or student performance assessment undertaken within the scheduled tuition time, basic administration such as roll maintenance, online pay claims and liaising with administration staff and the Coordinator of Conservatorium and Community Programs and communicating through the University email system
Other duties	Includes attendance at approved staff meetings, curriculum development, preparation of additional ensemble material, preparation of Activity Proposals, assessments, supervision of student excursions, tours and concerts approved by the University , or any other required duties. 'Other duties' will reflect workload associated with larger student cohorts in classes and ensembles and/or workload associated with being a coordinator.
Musical Accompaniment	Where the accompanist is required to accompany students in public concerts and studio recitals authorised by the University , the rate of pay will recognise preparation, rehearsal and performance. For Performance of major works requiring considerable preparation and/or performance time, payment for additional hours are to be decided by the Director.
Musical Accompaniment and Associated Duties	Involves playing for rehearsals of choirs or other ensembles, where directed by the University).

- 4.2.3 Where a Community Music Teacher in **Casual Employment** is required to teach students in the course of an excursion or study tour, these hours will be paid at the tuition rate. All other hours worked will be paid at the other duties rate for Community Music Teachers.

5. **PART D – ALLOWANCES FOR TEACHERS**5.1 **Allowances for Teachers**

Allowance	Eligibility	Amount Payable
Program Convenor	A Teacher appointed by the University to be responsible for convening a program	Program Convenor Rate is paid at the Head Teacher Rate in Part B, clause 3.1 of this Schedule plus an allowance of * \$8,958 per annum. The allowance is increased with salary increases in clause 4.1 of this Agreement
Deputy Program Convenor	A Teacher appointed by the University to be responsible for deputy convening a program	Deputy Program Convenor Rate is paid at the Head Teacher Rate in Part B, clause 3.1 of this Schedule
First Aid Allowance	A Teacher appointed by the University to be responsible for first-aid facilities, injury records and providing first-aid to other staff members and/or students. During the period of appointment, the staff member possesses a current first-aid certificate of the St. John Ambulance Association or an equivalent first-aid qualification.	* \$20.18 per week increased with the salary increases in clause 4.1 of this Agreement
Higher Duties / Relieving Allowance	Paid to a staff member for: performing a significant proportion of duties at a higher classification; or	An allowance equal to the difference between the ordinary rate that the staff member is receiving in the position they substantively occupy and the ordinary rate of the higher classified position or a percentage of that amount if partial

	- to perform tasks related to a specific task or project; or - relieving in an existing position at a higher classification level for at least 5 consecutive working days.	duties are performed (i.e. equate with the proportion of duties of the higher position performed). Periods of higher duties / relieving will attract payment at the allowance rate for periods of personal leave, annual leave and long service leave, provided that such periods of leave are reasonable and within the period of higher duties / relieving.
--	---	--

* Rate at commencement of this **Agreement** is inclusive of the 5% increase based on rates under the **2018 Agreement**.

IN THE FAIR WORK COMMISSION

FWC Matter No.:

AG2023/2801

Applicant:

The University of Newcastle

Section 185 – Application for approval of a single enterprise agreement

Undertaking- Section 190

I, Martin Sainsbury, Chief People and Culture Officer for The University of Newcastle give the following undertakings with respect to the University of Newcastle Academic Staff and Teachers Enterprise Agreement 2023 ("the Agreement"):

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

ELICOS Teachers Casual Non-Teaching Rate

2. The ELICOS Teachers Casual Non-Teaching Rate at clause 4.1.1, Part C, Schedule 17 (Teachers) (**Casual Non-Teaching Rate**) of the Agreement shall be paid as follows:
 - (a) the ELICOS Teacher shall be paid the "casual hourly rate" for employee classification level 12 at clause 16.1(c) of the *Educational Services (Post-Secondary Education) Award 2020 (Award)*; and
 - (b) an increase in wage rates as a result of the **Award** Annual Wage Review will be applied to the "casual hourly rate" at (a) above and paid to Casual ELICOS Teachers in lieu of the **Casual Non-Teaching Rate** in the Agreement.
3. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



Signature

30 August 2023

Date