



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

The University of Newcastle
(AG2023/2808)

THE UNIVERSITY OF NEWCASTLE PROFESSIONAL STAFF ENTERPRISE AGREEMENT 2023

Educational services

DEPUTY PRESIDENT SAUNDERS

NEWCASTLE, 13 SEPTEMBER 2023

Application for approval of the University of Newcastle Professional Staff Enterprise Agreement 2023

[1] An application has been made for approval of an enterprise agreement known as the *University of Newcastle Professional Staff 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 NTEU has raised an issue concerning the entitlement of part-time and casual employees to overtime under the Agreement. The NTEU contends that the provisions in the Agreement concerning overtime for part-time employees and casuals are detrimental for

employees compared to the equivalent provisions in the *Higher Education Industry – General Staff – Award 2020 (Award)*. I do not agree. In my view, the overtime provisions in the Agreement that apply to all employees, including part-time and casual employees, are substantively the same as the Award. The reason I have reached this conclusion is explained by the Full Bench in *4 yearly review of modern awards – Overtime for casuals* [2020] FWCFB 5636 at [75]-[93], including the fact that under clause 22.1 of the Award the trigger for overtime payments is “authorised work performed outside of, or in excess of, the employee’s ordinary or rostered hours under clause 15” [emphasis added]. Clause 15.1 of the Award deals with ordinary hours for employees other than shiftworkers. Clause 15.2 governs ordinary hours *and* rostering for shiftworkers. Clause 15 does not address rostering for non-shiftworkers, other than to say in clause 15.1(a) that “Ordinary hours may be worked in a manner agreed over a 4 week cycle as follows”. The overtime provisions in the Agreement do not operate in a materially different manner to those in the Award. Accordingly, I am satisfied that this issue does not give rise to a detriment for part-time or casual employees. In any event, I am satisfied that all employees covered by the Agreement will be better off overall under the Agreement compared to the Award, having regard to the higher pay rates under the Agreement (between 10% and 50% above the Award) and the other benefits provided for in the Agreement compared to the detriments identified in the material filed by the parties.

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

[7] The CPSU, the Community and Public Sector Union, and the National Tertiary Education Industry Union, each being a bargaining representative for the Agreement, have 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 each organisation.

[8] 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

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UNIVERSITY OF NEWCASTLE **PROFESSIONAL STAFF ENTERPRISE AGREEMENT 2023**



THE UNIVERSITY OF
NEWCASTLE
AUSTRALIA



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PART 1 APPLICATION AND OPERATION

1.1 Application

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

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

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 [Schedule 1 – Transitional arrangements](#). [Schedule 1 – Transitional arrangements](#) also provides for transitional arrangements in relation to the recognition of accrued flextime credits and 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 **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 this **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 Professional Staff 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 .
Act	<i>Fair Work Act 2009 (Cth)</i>
Agreement	<i>The University of Newcastle Professional Staff Enterprise Agreement 2023</i>
Apprentice	A staff member who is party to an apprenticeship contract with the University and includes a staff member who is employed as an apprentice but in respect of whom an apprentice contract is not yet in force. ‘Adult apprentice’ means an apprentice who is over 21 years of age.
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 9 – Parental leave procedure means: a) in relation to birth-related leave, a child (or children from a multiple birth) of the staff member or the staff member’s spouse or partner; or b) in relation to adoption or fostering related leave, a child (or children) who will be placed with a staff member, and: • 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 10 - Managing underperformance procedure , Schedule 11 - Managing misconduct / serious misconduct procedure , Schedule 12 - Research Code breach procedure , Schedule 14 - 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.
CPSU	Community and Public Sector Union
day of placement	For the purpose of Parental leave – clause 6.8 and Schedule 9 – Parental leave procedure means the date of which the staff member first takes custody or becomes the guardian or permanent carer of the child for adoption or fostering.
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> .
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 (NSW)</i> or as amended.
exceptional circumstances	For the purpose of Annual leave – clause 6.3.9 – 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 9 - Parental leave procedure is the date identified by an appropriately qualified medical practitioner which relates to a full-term delivery date. The University recognises that this date might change as the pregnancy progresses.
family member	For the purpose of 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 10 - Managing underperformance procedure , Schedule 11 - Managing misconduct / serious misconduct procedure , Schedule 12 - Research Code breach procedure , Schedule 14 - Managing incapacity procedure apply), or where the work is no longer required to be undertaken.

HEW Level	Higher Education Worker Level as described in Schedule 3 – Rates to be paid to Higher Education Workers and Schedule 5 – University of Newcastle Classification Descriptors
independent medical practitioner	For the purpose of Schedule 14 – 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.
Learning Advisor	A learning development staff member who has a minimum 4-year qualification and 4 years minimum teaching experience.
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 changes to hours of work required to be performed by staff members that goes beyond clause 9.2.1; h) the need to retrain staff members; i) transferring staff members to another campus; j) restructuring of 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.
Public Holiday	Means public holidays declared in the State of New South Wales including any substitute 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 or the CPSU .

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. f) serious and/or repeated bullying or harassment. Serious misconduct may include persistent and repeated instances of proven misconduct which evidence a pattern of behaviour.
seven day continuous shiftworker	A staff member who is regularly rostered to work ordinary hours on Sundays and Public Holidays and where shifts are continuously rostered 24 hours a day 7 days a week
shiftworker	A staff member who works according to a roster and may be entitled to be paid shift allowances for ordinary hours as described in clause 5.6.
*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 13 – Redeployment and redundancy - 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 – Rates to be paid to Higher Education Workers plus any allowances and/or loadings the University deems to be

	superannuable allowances and/or loadings.
supervisor	A person with line management responsibility for 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.
Union	CPSU or NTEU
Unions	The CPSU and NTEU
University	The University of Newcastle
University Holidays	Means the days under Schedule 7 – University closedown dates that are identified as University Holidays, the Tuesday immediately following Easter Monday and, any further days as 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 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 and a statement that any additional duties during the term will be paid for;
 - g) for a staff member on **probation**, the length, and terms of the **probation**; and
 - h) other main conditions of employment, including rights to conversion under the **Agreement**, if any.
- 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 of up to 6 months in their first appointment that is not in **Casual Employment**, including after any conversion from **Casual Employment** to non-Casual Employment. **Probation** may not be required in the first appointment in **Continuing Employment** if the staff member has completed a period of employment of at least 6 months in a substantially similar role.
- 3.2.2 **Probation** may be extended for a period of up to a further 6 months.
- 3.2.3 The procedure for managing **probation** will be in accordance with [Schedule 2 – Managing probation procedure](#). Staff on **probation** are not subject to the procedures in this **Agreement**, in relation to managing underperformance or **misconduct** / **serious misconduct** or **Research Code** breach.

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;**
 - d) **Casual Employment; or**
 - e) Seasonal, Part-Year or Annualised Hours Employment (as defined in clause 3.8.2 and clause 3.8.4).

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 a staff member engaged in a work activity that comes within the description of one or more of the following circumstances:
- a) Specific task or project - 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 5 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) Apprenticeship, traineeship, cadetship - employed pursuant to an apprenticeship, traineeship or cadetship arrangement. The formula and rates of pay for **apprentices** and trainees will be in accordance with [Schedule 3 – Rates to be paid to Higher Education Workers](#).
 - 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 a person is enrolled as a student, for work activity not within the description of another circumstance in a) to e) above that is work within the student's academic unit 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 description 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 For each ordinary hour worked, a staff member in **Casual Employment** will be paid the hourly rate applicable to the classification and step level at which they are employed; and a loading of 25% of the hourly rate (other than for overtime hours worked). Hourly Rates are calculated by dividing the annual rates in [Schedule 3 – Rates to be paid to Higher Education Workers](#) by 52.1786 (365.25 average days per year divided by 7) then dividing that weekly rate by 35 hours.

3.7.3 Staff in **Casual Employment** will be paid a minimum of 2 hours for induction / orientation at the appropriate rate of pay, except for staff already provided an equivalent payment by the **University** for such activities within a 12 month period.

3.7.4 Where in relation to induction / orientation, the **University** directs a staff member to work more than the minimum hours for which payments are provided for in clause 3.7.3, or to undertake mandatory training required to perform the role, the staff member will be paid for all work performed at the appropriate rate.

Minimum engagement

3.7.5 The minimum period of engagement for a staff member in **Casual Employment** will be 3 hours with the exception of:

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

Incidence of Casual Employment

3.7.6 Where the nature of the work being offered fits one or more circumstances outlined in clause 3.6.1 – **Fixed Term Employment** and is for a period of more than 12 months, **Casual Employment** should not be offered.

3.8 Seasonal or Part-Year / Annualised Hours Employment

Application

3.8.1 The terms and conditions in this clause apply to:

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

"Seasonal" or "Part-Year" staff members

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

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

- a) Accrual of pay

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

- b) Leave entitlements

Annual leave, personal/carer's leave and long service leave will accrue during hours worked and in accordance with clauses 6.3, 6.5 and 6.7. Leave, other than annual leave and long service leave, will only be available to the staff member during the periods or seasons of work for which the seasonal or part-year staff members are engaged to work. The timing of taking annual leave and long service leave will be determined by the **University**, in consultation with the staff member.

- c) Public holidays

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

- d) Termination of employment

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

"Annualised hours" staff members

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

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

- a) Pay
For the purposes of payment, the total number of nominated annual hours will be averaged to a fortnightly salary.
- b) Leave entitlements
All leave entitlements will be on a pro rata basis. The timing of taking annual leave and long service leave will be agreed through consultation between the **University** and the staff member.
- c) Public holidays
Annualised hours staff will be entitled to the benefit of all **Public Holidays** that fall during periods for which they are rostered to work.
- d) Overtime
Annualised hours staff will be eligible for overtime in the same manner as full-time staff. In respect of such overtime hours, those overtime hours are in addition to the annualised ordinary hours for which the staff member is engaged. There is no accrual of leave entitlements (howsoever described) in respect of overtime hours.
- e) Additional hours
Where, in any year, an annualised hours staff member works in excess of the number of ordinary hours in the year for which the staff member is engaged, the payment for the additional ordinary hours will be made in the first available pay period following receipt of a valid claim. Any additional ordinary hours worked will be taken into account in the calculation of leave entitlements.
- f) Alteration of annual hours
In the event that the number of annualised ordinary hours for which the staff member is engaged are altered by agreement, then the **University** and the annualised hours staff member will ensure that from the date such change takes effect, appropriate reconciliation arrangements in respect of pay, hours and leave have been made.
- g) Termination of employment
In the event that the employment of an annualised staff member ceases, for whatever reason, a reconciliation of the ordinary hours worked and the payments paid to the staff member will be performed and:
 - i. if the staff member has received a payment in respect of work or hours which are not then worked by the staff member, that payment will be repaid by the staff member to the **University** as at the date of termination. The **University** may offset any such amounts against any entitlements owing to the **University**; and
 - ii. if a staff member has performed work for which the staff member has not yet received pay by the **University**, the **University** will pay to the staff member such amount as at the date of termination.

3.9 Right to apply for conversion

- 3.9.1 Where a staff member was employed in a position on **Fixed Term Employment** through a competitive and open selection process, and the staff member has performed at a satisfactory level in the position, if further fixed term employment is offered under clause 10.11.5 the staff member may apply for conversion to **Continuing Employment** on the same salary and classification.
- 3.9.2 In addition to clause 3.9.1, where a staff member has been employed in a position on **Fixed Term Employment** for more than 12 months and further **Fixed Term Employment** is 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.

- 3.9.3 Staff in **Casual Employment** may apply for conversion to **Continuing Employment, Fixed Term Employment** or Seasonal, Part-Year or Annualised Hours Employment on the same salary and classification where the staff member has been employed on a regular and systematic basis at a minimum engagement of 0.4 Full Time Equivalent (FTE) in one position during the preceding 12-month period.
- 3.9.4 Conversion may only be refused 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.
- 3.9.5 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.
- 3.9.6 A staff member must not be engaged and re-engaged, nor have their hours reduced, in order to avoid any obligation to offer conversion.

3.10 Calculating service for categories of employment

- 3.10.1 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;
 - 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;
 - 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, unless otherwise provided by this **Agreement**; and
 - e) service for the purposes of leave accruals for Seasonal or Part-Year/Annualised hours staff means periods or seasons of work during which work is performed. Personal/carer's leave will accrue proportionately per annum based on paid service.
- 3.10.2 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** are prescribed in [Schedule 3 – Rates to be paid to Higher Education Workers](#).

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 this **Agreement** commenced to operate, as prescribed in [Schedule 3 – Rates to be paid to Higher Education Workers](#)

Note: For the avoidance of doubt, rates in the “Current” column in [Schedule 3](#) 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 commencing 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 commencing 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 Higher duties / relieving and other allowances

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

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

4.3 Incremental progression

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

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

4.3.3 Where a staff member has been granted a period of unpaid leave in excess of 5 working days, the appropriate date for subsequent increments will be deferred by the period of time equivalent to the period of leave without pay.

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

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

- 4.3.6 Staff in **Casual Employment** will be eligible for incremental progression, in accordance with the salary scale of their **HEW Level**, on an annual basis subject to the following:
- a) eligibility for incremental progression will be calculated from the anniversary of the staff member's appointment or designated incremental progression date;
 - b) the staff member has been employed for 728 hours or more in the year preceding the anniversary date at their designated classification level or higher;
 - c) for the purposes of calculation of the 728 hours in b) above, each service year commencing with the established anniversary date, will be discrete and not cumulative;
 - d) any periods of service preceding a break in service of 12 months or more will not count for incremental purposes.

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 to prepare for and attend meetings, the work will count as part of their **University** work.

4.6 Classification structure and review

- 4.6.1 Professional staff will be appointed to a position with a stipulated classification level.
- 4.6.2 Each position will be classified using the University of Newcastle Classification Descriptors ([Schedule 5](#) of this **Agreement**) at a level which most accurately reflects the value of the work required to be performed and the duties and responsibilities of the position. University of Newcastle Secondary Descriptors, as published on the **University's** online platform, may be used to assist in the classifying of positions to the extent that they are consistent with the University of Newcastle Classification Descriptors.
- 4.6.3 Classification Descriptors will be applied consistently to avoid direct or potential discrimination.

- 4.6.4 The **University** will use a recognised external job evaluation method to evaluate positions:
- a) where the requirements of the position have changed; or
 - b) when there have been significant changes or growth in the role; or
 - c) where a new position is created.
- 4.6.5 Each position should have a position description developed within the context of the work unit, to clearly describe the position's purpose, key functions and relationships, duties, responsibilities, activities and skills required. The position description will be used as the basis for determining the appropriate classification level of a position. Where it is identified that a staff member does not have a position description, a position description will be developed in a reasonable timeframe.
- 4.6.6 Classification review is a process for determining the appropriate level of a position (not the occupant's performance or capabilities) and will be in accordance with [Schedule 6 – Classification review procedure](#).
- 4.7 Job redesign**
- 4.7.1 The **University** will use job redesign, by which it may change the duties and responsibilities of a position, consistent with other provisions of this **Agreement**, so as to:
- a) fully utilise staff members' potential and enhance their skills, knowledge and career opportunities, subject to **University** needs and consistent with the Classification Descriptors in [Schedule 5](#);
 - b) promote job security and not diminish work value, conditions or level; and
 - c) provide the flexibility necessary for the **University** to achieve its strategic objectives.
- 4.7.2 The **University** will provide training and development programs for staff in support of job redesign where necessary.
- 4.7.3 Where a position is redesigned, the position may be re-evaluated to ensure it is correctly classified.
- 4.7.4 If a staff member is dissatisfied with the outcome of the redesign of their job, the staff member may raise their concerns with the **delegate** in accordance with [Schedule 15 – Review of decisions](#).

PART 5 HOURS OF WORK AND WORKLOAD

5.1 Ordinary hours of work and span of ordinary hours

- 5.1.1 The ordinary hours of work to be worked by a staff member will be determined by the **University** in accordance with clause 5.1.
- 5.1.2 The ordinary hours of work for a full-time staff member employed under this **Agreement** is 35 hours per week.
- 5.1.3 The span of ordinary hours of work for staff under this **Agreement** is as follows:
- all staff (other than **shiftworkers**): from 7.00am to 7.00pm, Monday to Friday;
 - shiftworkers**: the hours worked between the starting and finishing times of the shift for which the staff member is rostered.
- 5.1.4 The ordinary hours for work for staff under this **Agreement** (except in respect of **shiftworkers** and staff subject to an agreed flextime scheme per clauses 5.2.7 – 5.2.14) shall not:
- exceed 8 hours on any one day, excluding any meal break; and
 - include hours between 7.00am - 8.00am or 6.00pm - 7.00pm, Monday to Friday, unless agreed by the staff member. The staff member must not unreasonably refuse a request by the **University** to work within these expanded hours and any refusal must detail the reasons that would make the request to work during the expanded hours unreasonable.
- 5.1.5 As far as practicable, the personal circumstances of the staff member including family and caring commitments will be taken into consideration in determining ordinary hours of work.
- 5.1.6 Staff will be consulted on changes to ordinary hours of work in accordance with clause 9.2.

5.2 Flexible work arrangements

- 5.2.1 The **University** is committed to implementing working arrangements that achieve the best possible match between the interests of the **University** and individual staff. Flexible work arrangements provide staff flexibility to achieve a better balance between individual work and life responsibilities, while giving priority to the needs of students, other staff and stakeholders and, operational needs of the work unit to support teamwork and collaboration.
- 5.2.2 Applications for flexible work arrangements may include a change to:
- hours of work (e.g., change in start and finish time; flextime scheme; 9-day fortnight or rostered day off arrangements;)
 - patterns of work (e.g., full-time to part-time work hours or job sharing)
 - the location of work (e.g., an alternative **campus** or a period of time working from home).
- 5.2.3 The **University** will give the staff member a written response to an application for a flexible work arrangement within 21 days of the application.
- 5.2.4 The **University** may only refuse an application for flexible work arrangements on reasonable business grounds. If the application is refused, the **University** must provide detailed reasons in writing to the staff member.
- 5.2.5 Where a request for a flexible work arrangement is approved, the details of the arrangement will be recorded.
- 5.2.6 Flexible work arrangements may be worked outside the limitation of the hours of work in clauses 5.1.3 and 5.1.4 provided:
- the work is carried out at least as effectively and efficiently as if worked within ordinary hours and does not adversely impact on other areas;
 - staff will be available to assist students, staff and other stakeholders during predetermined hours;

- c) arrangements are made for appropriate supervision and recording of times worked; and
- d) time worked in excess or outside of the prescribed ordinary hours of work in a day or a week under that flexible work arrangement will not be paid at overtime rates, unless the **University** requires (by a direction of a staff member's manager or **supervisor**) the staff member to work overtime, in accordance with clause 5.4 – Overtime.

Flextime Scheme

- 5.2.7 The **University** will maintain a flextime scheme which allows flexibility for staff approved to work under the scheme to vary start, finish and break times within a defined 4-week period.
- 5.2.8 All staff (other than **shiftworkers**) may apply to their **supervisor** for participation in the flextime scheme. While flextime arrangements are not automatic and are subject to agreement by a staff member's **supervisor**, such agreement will not be withheld unless the **supervisor** can demonstrate that flextime does not meet the reasonable requirements of the work area.
- 5.2.9 The pattern of hours worked to accrue flextime and take flextime, will be agreed between each staff member and their **supervisor** provided that where a staff member has accrued flextime and has not taken flextime off at any time within the relevant 4-week period, they must be permitted to take the accrued flexible hours within that 4-week period.
- 5.2.10 All hours worked and absences within the 4-week period must be recorded by staff and submitted to their **supervisor** for review. Staff may accumulate up to a maximum of 21 flextime hours that must be taken in the same 4-week period.
- 5.2.11 Staff and **supervisors** will periodically assess whether staff members are in excess of the accumulation at clause 5.2.10 above. If a staff member is in excess, arrangements will be agreed so that flextime will be granted as soon as reasonably possible and requests to take flextime will not be unreasonably refused. If agreement cannot be reached, the **supervisor** may direct the taking of accrued flextime hours.
- 5.2.12 With the approval of their **supervisor**, staff are able to take accrued flextime in any quantum, including short periods, half days, as a whole day, or multiple days. **Supervisor** approval for taking flextime will not be unreasonably withheld.
- 5.2.13 Where organisational needs or workload prevent the taking of accrued flextime off in excess of the maximum accumulation at clause 5.2.10 above, staff will not lose any accrued flextime.
- 5.2.14 With the approval of their **supervisor**, staff must clear all accrued flextime hours within the 4-week period or prior to ending employment. If accrued flextime hours cannot be cleared, the hours will be paid in lieu of their ordinary rate of pay.

Location

- 5.2.15 Flexible working arrangements allowing for a temporary change to a staff member's work location (including a partial change involving working from **campus** and working from another location), may be approved by the relevant **delegate** provided:
 - a) the staff member can satisfactorily complete the requirements of their role under the proposed working arrangements;
 - b) the staff member must attend **campus** for all functions and duties that can only be performed on **campus**;
 - c) the staff member must attend **campus** for events and activities that require their attendance on **campus**; and
 - d) the arrangement does not unreasonably impact upon the operations of the work unit or other staff.

5.3 Breaks

- 5.3.1 A staff member will not be required to work more than 5 consecutive hours without an unpaid meal break of at least half an hour.

- 5.3.2 Staff members are entitled to a morning and afternoon tea break of not more than 10 minutes on any day. Timing of any breaks will be mutually agreed to ensure that such breaks shall not interrupt or disrupt the service or operational needs of the work unit.

5.4 Overtime

- 5.4.1 The **University** may require a staff member to work reasonable overtime which will be paid in accordance with this clause. Overtime is:
- a) for a staff member (other than a **shiftworker**), work in excess of, or outside of, the ordinary hours of work under clause 5.1.2, 5.1.3 and 5.1.4; and
 - b) for a **shiftworker**, work outside of or in excess of their rostered hours under clause 5.1.2 and 5.1.3.
- 5.4.2 Approval to work overtime must be given by the appropriate **supervisor** or **delegate** prior to the commencement of overtime. It should be given in writing unless it is impracticable to do so. Staff members who choose to work additional hours of their own volition are not entitled to overtime (i.e. payment or time in lieu).
- 5.4.3 Wherever possible, a staff member will be given at least 48 hours' notice of any overtime to be worked.
- 5.4.4 A staff member will not be required to work overtime if the staff member informs the **University** of circumstances that would make the requirement to work overtime unreasonable.

Payment of Overtime

- 5.4.5 The calculation of the payment of overtime will not exceed the maximum salary rate applicable to HEW 7 in accordance with [Schedule 3 – Rates to be paid to Higher Education Workers](#).
- 5.4.6 Overtime worked as required by the **University** under clause 5.4.1 above will be as follows:
- a) payment at the rate of 1.5 times the ordinary rate of pay for the first 2 hours and 2 times the ordinary rate of pay thereafter until completion of the overtime work (other than on Sundays and **Public Holidays**)
 - b) between midnight Saturday and midnight Sunday payment at a rate of 2 times the ordinary rate of pay
 - c) on a **Public Holiday** will be paid at 2.5 times the ordinary rate of pay.
- 5.4.7 Each day's overtime will stand alone and will be calculated to the nearest quarter of an hour.
- 5.4.8 Where a part-time staff member works more hours than their usual part-time hours of work, but not in excess of the maximum daily or weekly ordinary hours of duty for a full-time staff member and within the span of hours, the staff member will be paid at the ordinary rate of pay for each additional hour so worked.
- 5.4.9 Staff in **Casual Employment** are entitled to payment at overtime rates for work in excess of 35 hours per week; or exceed 8 hours on any one day, excluding any meal break (other than **shiftworkers**) or outside the span of hours. For clarity, any hours worked by a casual staff member under an additional employment contract does not count towards ordinary hours in the staff member's other appointment(s).
- 5.4.10 The casual loading will not be paid for overtime hours worked by staff in **Casual Employment**.

Overtime – minimum payments and breaks

- 5.4.11 No minimum payment shall be made for any overtime worked that is continuous with the completion or commencement of ordinary hours of duty or where it is customary for a staff member to perform pre-arranged overtime outside of ordinary hours of duty.
- 5.4.12 Where clause 5.4.11 does not apply:
- a) a minimum payment of 4 hours at the appropriate overtime rate for staff members called back for work on the same day after leaving the **University's** premises at the completion of their ordinary hours of duty. Each call back will stand alone;

- b) a minimum payment of 3 hours shall be paid at the appropriate overtime rate for staff members required to work pre-arranged overtime on a day which the staff member is not ordinarily required or rostered to work;
 - c) a minimum payment of 4 hours shall be paid at the appropriate overtime rate for overtime worked on a Sunday or **Public Holiday**, with the exception of essential work for feeding and watering animals etc., the minimum payment will be 3 hours.
- 5.4.13 Staff members working overtime will be entitled to be paid an overtime meal allowance subject to the terms of [Schedule 4 – Allowances](#). A staff member, including those employed as **shiftworkers**, required to work more than 5 consecutive hours of overtime on any day, shall be entitled to a paid meal break of 20 minutes for each 5 hours of overtime worked.
- 5.4.14 When overtime work is required by the **University** it will be so arranged that:
- a) staff members have at least 10 consecutive hours off duty between the work of successive days;
 - b) if the staff member has not had at least 10 consecutive hours off duty between the completion of overtime and the commencement of ordinary duty, the staff member will not be required to report for duty until at least 10 hours has elapsed since the completion of overtime;
 - c) if, on the instructions of the University, a staff member resumes or continues work, in terms of Clause 5.4.14 (b) above without having had 10 consecutive hours off duty, they will be paid at overtime rates until released from duty. The staff member will be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence;
 - d) the provisions of Clause 5.4.14 (a) – (c) will apply in the case of **shiftworkers** as if 8 hours were substituted for 10 hours when overtime is worked for the purpose of changing shift rosters, or where a **shiftworker** does not report for duty and a day worker or a shift worker is required to replace such **shiftworker**.

Time off instead of paid overtime

- 5.4.15 Where a staff member has requested, and the **University** has agreed to time off instead of overtime payment, the time off will be taken:
- a) within the period of 6 months from when the overtime was worked;
 - b) at a time or times agreed by the staff member and the **University**, and
 - c) calculated at the appropriate overtime rate.
- 5.4.16 Payment will be made at the overtime rate applicable to the overtime worked:
- a) at any time, if the staff member requests to be paid for overtime covered by an agreement under clause 5.4.15 but not taken as time off;
 - b) if time off for overtime that has been worked is not taken within the period of 6 months, or
 - c) the staff member's employment terminates before the time off can be taken.

5.5 On-call and after-hours emergency contact

- 5.5.1 A staff member who is rostered on-call will be paid an allowance in accordance with [Schedule 4 – Allowances](#).
- 5.5.2 Staff rostered to be on-call will be advised in writing of the roster arrangements.
- 5.5.3 Staff will not be required to be on call:
- a) on a rostered day off;
 - b) when taking time off instead of paid overtime or flextime;
 - c) or any periods of leave.

5.5.4 A staff member required to perform work while on call:

- a) who is required to return to the workplace will receive a minimum of 4 hours pay (including travelling time) at the appropriate overtime rate. Payment for duty exceeding 4 hours is made at relevant overtime rates where actual duty has either exceeded 4 hours or has accumulated to exceed 4 hours. This provision does not extend to call back for duty prior to normal starting times and merging into normal working hours.
- b) who is not required to return to their workplace, will be paid a minimum payment of 1 hour at the relevant overtime rate. Payment for duty exceeding 1 hour where actual duty has either exceeded 1 hour or accumulated to exceed 1 hour is made at relevant overtime rates.

Right to Disconnect

5.5.5 Staff, otherwise, not on-call:

- a) are not expected to respond to written **University** communication or monitor **University** systems outside ordinary hours of work, including periods of authorised leave; and
- b) may be contacted in an afterhours emergency situation. Work performed by staff in response to the emergency outside of their normal working hours, will be paid overtime in accordance with clause 5.4 above.

5.6 Shift allowances

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

- a) Early Morning shift – Monday to Friday – commences at or after 4.00am and before 6.00am will attract a 10% allowance
- b) Day shift – Monday to Friday – commences at or after 6.00am and finishes at or before 6.00pm will attract no allowance
- c) Afternoon shift – Monday to Friday – finishes after 6.00pm and at or before midnight and will attract a 15% allowance
- d) Rotating Night shift – Monday to Friday – finishes after midnight and at or before 8.00am and will attract a 15% allowance
- e) Non-rotating night shift – Monday to Friday – is a shift system which does not rotate or alternate with other shifts. The shifts worked finish after midnight and at or before 8.00am and will attract a 30% allowance
- f) Saturday shift – will attract a 50% allowance
- g) Sunday shift – will attract a 100% allowance.

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

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

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

Rates not cumulative

5.6.3 The payment rates within clause 5.4 – Overtime and clause 5.6 – Shift allowances are not cumulative. Where a staff member is entitled to both a shift allowance and an overtime payment, the staff member will be entitled to only the highest allowance/payment rate.

5.7 Work related travel

- 5.7.1 Each staff member will have a primary place of work.
- 5.7.2 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.
- 5.7.3 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**.
- 5.7.4 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.
- 5.7.5 A staff member who travels overseas on a journey in excess of 8 hours will have at least 10 consecutive hours off duty between the end of the journey and the commencement of authorised duties.
- 5.7.6 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.

5.8 Managing staff workload

- 5.8.1 Staff workloads will be managed to ensure that they are equitable, transparent, and reasonable within the ordinary hours of duty and without risks to health and safety. No staff member will be expected to undertake unreasonable workloads.
- 5.8.2 Managers and **supervisors** have a responsibility to monitor and review staff workloads.
- 5.8.3 In determining whether work or workloads are reasonable or unreasonable the following must be taken into account:
 - a) whether the work required can reasonably be performed within the staff member's ordinary hours;
 - b) any risk to the staff member's health, safety and well-being;
 - c) the needs of the **University**;
 - d) the nature of the staff member's role, and their level of appointment, responsibility and time fraction;
 - e) the staff member's personal circumstances including any family and/or carer responsibilities;
 - f) the importance of maintaining an appropriate balance between work and family / community life; and
 - g) any other relevant matter.
- 5.8.4 A staff member's concerns about workload should be raised with the **supervisor** in the first instance. The **supervisor** and staff member will meet to discuss and attempt to resolve the staff member's concerns about workload.
- 5.8.5 In assessing workload concerns, primary indicators to be considered include (but are not limited to):
 - a) impact of staff leave, secondments and vacancies;
 - b) the ongoing need to work excessive hours;
 - c) excessive overtime;
 - d) the inability for staff members to clear accrued leave or flextime credits.

- 5.8.6 If the staff member's concerns remain unresolved, the issue should be raised with the Director (or equivalent) of the relevant work unit.
- 5.8.7 If the staff member believes the issue is still not resolved, the matter may be referred by the staff member to the **delegate** who will investigate the matter and make a recommendation to resolve the matter.
- 5.8.8 Broad, systemic workload concerns are to be raised directly with the **delegate** or through the Staff Consultative Committee.

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 (including those in **Casual Employment**) who are required to work on a **Public Holiday** will be paid at 2.5 times the ordinary rate of pay for hours worked. This payment will be in substitution for any shift allowance or penalty applicable for that day and not in addition to it.
- 6.2.3 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**. Staff (other than those in **Casual Employment**) required for duty on a **University Holiday** will be granted an 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.
- 6.2.4 Where a staff member in **Casual Employment** is required to work on a **University Holiday**, they will be paid at double their ordinary rate for hours worked.
- 6.2.5 **Public Holidays** and **University Holidays** identified as falling within the **University's** end of year closedown periods from 2023 to 2025 in respect of staff working ordinary hours Monday to Friday are as set out in [Schedule 7 – 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 closedown, staff are required to take up to 6 working days of annual leave during the end of year closedown. 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 closedown, they may elect to take annual leave in advance, long service leave or leave without pay.
- 6.2.8 Notwithstanding the above, **shiftworkers** who regularly work on weekends, will be entitled to be absent during the end of year closedown (unless required to attend to critical operational matters) and will not be required to take any more additional days of annual leave than staff referenced in clause 6.2.6.
- 6.2.9 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**.
- 6.2.10 The substitute **Public Holiday** arrangements provided in clause 6.2.9 above 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 **Seven day continuous shiftworkers** are entitled to an additional 5 working days of paid annual leave per year of service.

- 6.3.3 Annual leave accrues progressively during a year of service.
- 6.3.4 Annual leave may be taken at times agreed between the **University** and the staff member, with the exception that the **University** may direct staff to take annual leave pursuant to clauses 6.2.6, 6.3.8 and/or 6.3.9.
- 6.3.5 The **University** will not unreasonably refuse a staff member's request for annual leave.
- 6.3.6 To facilitate the taking of annual leave, staff members are expected to develop, and as far as practicable agree, an annual leave plan with their **supervisor**. The annual leave plan will set out when the staff member intends to take annual leave in each calendar year.
- 6.3.7 While a staff member is on annual leave, the staff member will be paid at the ordinary rate of pay that they would have been paid if they were not on annual leave, excluding any overtime or penalty rate that would have applied.
- 6.3.8 Where a staff member has accrued 40 days or more annual leave and a leave plan cannot be agreed, the staff member may be directed to take 10 days annual leave. However, the direction must not be inconsistent with an existing agreed leave arrangement, require any period of annual leave of less than 1 week or require leave to be taken beginning less than 8 weeks or more than 12 months after the direction is given.
- 6.3.9 In addition to clauses 6.2.6 and/or 6.3.8, in **exceptional circumstances**, the **University** may direct a professional staff member to take annual leave for which the staff member is eligible, but as far as practicable the wishes of the staff member concerned will be taken into consideration when fixing the time for the taking of annual leave.
- 6.3.10 Staff will be encouraged to take accrued annual leave prior to the date of ending employment including staff in **Fixed Term Employment** and **Contingent Employment**. Where it is not practical to take accrued annual leave, all outstanding accrued annual leave will be paid at the ordinary rate of pay at the date of ending employment.
- 6.3.11 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.
- 6.3.12 Eligible staff will be paid annual leave loading in accordance with [Schedule 8 – 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 / carer's leave per year of service.
- 6.5.2 Personal / carer's leave accrues progressively during a year of service and any unused personal/carer's leave will accumulate from year to year.
- 6.5.3 By agreement with the **University** a staff member may take personal / carer's leave in advance of their accrued entitlement. The maximum amount of paid personal / carer's leave that can be taken in advance is 15 days (or the equivalent pro-rata entitlement for part-time staff). If employment terminates prior to regaining a positive personal / carer's leave balance, the **University** will not recoup the amount of paid personal/carer's leave in excess of the leave accrued.
- 6.5.4 In exceptional circumstances, the **University** may agree to provide a staff member with additional personal / carer's leave.
- 6.5.5 Personal / carer's 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 carer's reasons. A staff member in **Casual Employment** is not entitled to any payment for the period of non-attendance owing to such an absence.
- 6.5.7 A staff member can take personal / carer's leave if the leave is taken:
- a) because the staff member is not fit for work because of a personal illness, or personal injury, affecting the staff member; or
 - b) to provide care or support to a **family member** or household member who requires care or support because of:
 - i. a personal illness, or
 - ii. personal injury; or
 - iii. an unexpected emergency.
- 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 for no longer than 12 months; or deal with those matters in accordance with [Schedule 10 – Managing underperformance](#) or [Schedule 11 - Misconduct / serious misconduct](#) procedures.
- 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 over 15 years.

6.7.2 Staff in **Casual Employment** are entitled to long service leave as follows:

- a) 2 months leave at the completion of 10 years service (whether continuous or broken);
- b) 6 calendar paid days leave per year of service for each 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 leave without pay, the period of leave without pay 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:
 - a) the **University** will give the staff member at least 6 months written notice of the date from which the leave must commence;
 - b) the staff member will not be required to take long service leave within 12 months of the notified date of retirement of the staff member;
 - c) the staff member has not taken long service leave of at least 6 weeks in the previous 12 months
 - d) the **University** will not require the staff member to take a further period of long service leave for a period of 2 years after the end of that period of leave; and
 - e) 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 long service leave.
- 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:
 - a) the birth of a **child** of the staff member, the staff member's spouse or **partner**; or the adoption or fostering of a **child**; and

b) where the staff member has or will have a responsibility for the care of the **child**.

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
- consultations 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 day of placement by 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 day of placement by 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 day of placement by adoption/fostering of the child and takes over the primary responsibility for the care of the child within the 26 weeks following birth or day of placement .	Balance of entitlement up to 26 weeks reduced in accordance with clause 6.8.13 below and by 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 6.8.13 – 6.8.16 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 birth or placement (including a casual who is employed by the **University** immediately prior the taking of the leave) will be eligible for parental leave without pay for a period of up to 52 weeks.

6.8.6 If a staff member in **Casual Employment** is converted to **Continuing Employment, Fixed Term Employment** or Seasonal, Part-Year or Annualised Hours Employment in accordance with the process outlined in clause 3.9.3, then the casual service of the staff member with the

University will be recognised for the purpose of determining the eligibility of the staff member to parental leave entitlements.

- 6.8.7 Responsibilities for staff working while pregnant, commencing and extending parental leave and, returning to work will be in accordance with [Schedule 9 – Parental leave procedure](#).

Cessation of Pregnancy and Parental Bereavement Leave

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

- a) within the first 16 weeks of pregnancy, the staff member will be entitled to 5 days paid leave;
- b) between 16 and 20 weeks of pregnancy, the staff member will be entitled to 2 weeks paid leave;
- c) after 20 weeks of pregnancy has elapsed, or their **child** dies after the staff member has commenced paid parental leave, the staff member will be entitled to paid leave not exceeding the amount of parental leave available under clause 6.8.4

- 6.8.9 Where a staff member's **partner** (including same sex partner) or other parent of the **child**:

- a) is at least 20 weeks' pregnant and the pregnancy terminates other than by the birth of a living **child**; or
- b) is on parental leave and the **child** dies within 4 weeks of the **child's** date of birth/ placement

the staff member will be entitled to 2 weeks paid leave.

- 6.8.10 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.

- 6.8.11 In addition to the paid leave provided for in clauses 6.8.8 and 6.8.9 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**.

- 6.8.12 Documentation will be required to support any period of leave pursuant to clauses 6.8.4 to 6.8.11.

Rules for taking parental leave entitlements

- 6.8.13 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**.

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

- 6.8.15 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.

- 6.8.16 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

- 6.8.17 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.
- 6.8.18 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.
- 6.8.19 A staff member who is on leave (other than unpaid parental leave) without pay 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

- 6.8.20 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

- 6.8.21 Periods of parental leave will be regarded as service for incremental purposes.
- 6.8.22 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

- 6.8.23 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.
- 6.8.24 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**.
- 6.8.25 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. Unpaid leave will not unreasonably be refused.
 - d) Gender affirmation leave of up to 10 days paid leave each calendar year for attending medical and legal appointments, or other matters related to the staff member's gender affirmation. The leave may also be used for staff recovering from medical procedures and for continuing treatment and support.

- e) Jury duty leave where a staff member is required to attend for jury duty or is installed as a member of a jury with leave to be paid at their ordinary rate of pay less any monies paid to the staff member directly for the jury duty.
 - f) Witness leave where a staff member is required as a witness in proceedings related to a **University** matter they will be considered to be on duty. Where a staff member is subpoenaed, summonsed, or called as a witness for other proceedings, they are required to apply for and will be granted annual leave, long service leave or unpaid leave.
 - g) Emergency services leave of up to 2 days paid leave per occasion for the purposes of undertaking voluntary emergency management activities where the staff member is a member of a recognised emergency management body. Up to 2 additional days paid leave is available per occasion for the purposes of responding to declared disasters and emergencies. The staff member may also apply for and will be granted unpaid leave, annual leave, or long service leave for any period of voluntary emergency management activity. Any period of leave to engage in voluntary emergency management activities will count as service for all purposes; and
 - h) Defence leave of up to 14 days paid leave per calendar year to undertake Australian Defence Force (ADF) Reserve service training and/or operational duty. Up to 14 days additional paid leave may be taken in a staff member's first year of ADF Reserve service for attendance at recruitment and initial engagement activities. The staff member may elect to apply for unpaid leave, annual leave, long service 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 recognise 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** and **CPSU 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**, the **NTEU** or the **CPSU** at any stage that the target will not be met, or probably will not be met, the parties will confer, at a meeting of the Aboriginal and Torres Strait Islander Employment Committee to be held within one month of a request, with a view to determining what measures must be taken to ensure the targets will be met.
- 7.2.12 Where possible, selection of new staff for positions within the Wollotuka Institute and identified Indigenous positions across the **University** will be carried out by selection or assessment panels which comprise at least 50% Aboriginal and Torres Strait Islander membership.
- 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:
- The **University** asserts ownership of intellectual property created by originators in the course of their employment with the **University** unless specified otherwise.
 - 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.
 - 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 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).

Dependent care support

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

7.5 Our commitment to engagementRepresentation

- 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:
- consultation on **major workplace change** – clause 9.1;
 - consultation on change to ordinary hours of work – clause 9.2;
 - consultation on change to regular roster – clause 9.3;
 - dispute resolution – clause 11.2;
 - managing underperformance procedure – [Schedule 10](#) ;
 - managing **misconduct / serious misconduct** procedure – [Schedule 11](#) ;
 - Research Code** breach procedure – [Schedule 12](#); and
 - review of decisions – [Schedule 15](#).
- 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 **Unions** make to employment relations within the **University**.
- 7.5.5 Training and support will be provided to staff members 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 **Unions** 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 include consultation on matters arising from this **Agreement**.
- 7.5.11 Specific matters or reports to be considered by the Staff Consultative Committee will include (but will not be limited to):
- a) in relation to clause 5.8 – Managing staff workload – any broad, systemic workload concerns;
 - b) in relation to clause 4.4 – Salary packaging – salary packaging opportunities as they arise;
 - c) in relation to clause 7.6.5 - the operation of the **University's** Work Health and Safety framework including the Employee Assistance Program;
 - d) in relation to clause 7.6.7 – Environmental sustainability initiatives;
 - e) in relation to clause 9.1.21 - Post-implementation review for **major workplace change**;
 - f) in relation to clause 3.7.6 – 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; and
 - h) consultation and agreement on any variation to the secondary descriptors at clause 4.6.2 – Classification structure and review.
- 7.5.12 Membership of the Staff Consultative Committee will:
- a) consist of 3 **Representatives** of the **NTEU** (2 of whom will be professional staff of the **University**), 3 **Representatives** of the **CPSU** (2 of whom will be professional staff of the **University**) and 4 **Representatives** of the **University**;
 - b) have a quorum of 1 representative from each party; and
 - c) be empowered to co-opt further members or allow additional attendees.
- 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 the 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. We recognise 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 professional and career development opportunities and activities for staff. This may include access to:
- a) short courses, conferences and other professional development opportunities;
 - b) secondments, internal and external to the **University**;
 - c) job swaps or rotations;
 - d) mentoring, coaching and job shadowing;
 - e) internal and external networking opportunities;
 - f) stretch assignments, projects and acting at a higher level;
 - g) international development scholarships;
 - h) a staff learning and development portal; and
 - i) job application and interview skills support.
- 8.2.2 The **University** provides staff in **Casual Employment** opportunity to access adequate resources, career development and professional development.

8.3 Supporting staff as students

- 8.3.1 The **University** provides support for staff members undertaking a course of study leading to a qualification relevant and appropriate to the staff member's current or likely future duties and responsibilities at the **University**. Staff members (other than staff in **Casual Employment**) with an appointment of 12 months or more may apply for study support including:
- a) study leave during working hours up to a maximum of 35 hours per semester or trimester (generally on the basis of 30 minutes for every face to face hour or equivalent);

- b) exam leave for the duration of the exam or up to 4 hours per exam for take home exams;
- c) pre-exam leave up to the time for the actual duration of the exam;
- d) travel time to attend an exam in ordinary working hours; and
- e) reimbursement of fees to a maximum of 50%.

8.4 Supporting secondments, placements and transfers

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

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:
- an explanation of the **University's** reasons for the change;
 - 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 ordinary hours of work, and where clause 11.1 – Individual flexibility arrangement, clause 5.2 – Flexible work arrangements, and clause 9.1 – Consultation on **major workplace change** do not apply, the **University** will:

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

9.3 Consultation on change to regular rosters for rostered staff

9.3.1 A regular roster or a shift in a regular roster may be changed at any time for operational reasons following consultation with the staff member(s) affected in accordance with clause 9.3.2 and, subject to the following:

- a) changes of shift in regular rosters will be notified at least 72 hours before they become operative;
- b) changes of regular rosters will be notified at least 7 days before they become operative;
- c) where another staff member is absent from duty on account of illness or in an emergency, changes may be made at short notice. A replacement staff member working on a day that would have been their day off will be paid at overtime rates; and
- d) places in shifts or rosters may be swapped by agreement between the staff members involved and the **University**, provided that the **University** will not incur additional shift or overtime penalties as a consequence of the swap.

9.3.2 Where a change is proposed to the regular roster of one or more staff, without any change to the limits on the number of ordinary hours set out at clause 5.1.2 or the shift allowances set out at clause 5.6, and where clause 11.1 – Individual flexibility arrangement, clause 5.2 – Flexible work arrangements and clause 9.1 – Consultation on **major workplace change** do not apply, the **University** will:

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

PART 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 4 weeks' notice.
- 10.1.2 The **University** will not unreasonably refuse a request by a staff member to reduce the period of notice.
- 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.

10.2 Termination

- 10.2.1 The **University** may terminate the employment of a staff member in accordance with:
- 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) 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 10 – Managing underperformance procedure](#) will apply. Action taken in accordance with this procedure 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 issues as they arise.
- 10.5.2 **Misconduct / serious misconduct** will be managed in accordance with [Schedule 11 – Managing misconduct / serious misconduct procedure](#). Action taken in accordance with this procedure 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 12 – Research Code breach procedure](#). Action taken in accordance with this procedure 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 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, reduction of employment fraction, 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 13 – 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 14 – 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:
- the **University** may transfer the staff member to another equivalent position; or
 - 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:
- any entitlement to notice prescribed in the staff member's contract of employment; or
 - 4 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**:
- 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
 - 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 who 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.

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

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

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) 4 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

Deferral of severance payment on expiry of Fixed Term Employment

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

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) Hours of work - arrangements about when work is performed including variations to ordinary hours of work provided that the IFA does not provide for more than 35 ordinary hours per week (or 140 hours within a work cycle not exceeding 28 days) and specifies that overtime and penalty rates will not apply to work performed during the varied ordinary hours.
- b) 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 4 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.
- c) 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;
- is genuinely agreed by the **University** and the staff member;
- includes details of the terms that will be varied and how they will be varied;
- 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 15– Review of decisions](#). However, these dispute resolution procedures may apply where a dispute arises over the process or procedure required by [Schedule 15 – 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 the **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 c) 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 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**.

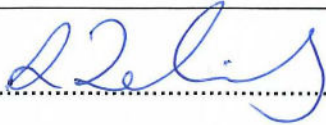
11.3 University positions referred to under this Agreement

- 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 15 – Review of decisions](#).

FORMAL AGREEMENT

Signed..... .....
 Full name in block letters PROF ALEX ZELINSKY

Position..... VICE CHANCELLOR & PRESIDENT.....

THE CHANCELLERY UNIVERSITY OF NEWCASTLE CALLAGHAN
 Address

Signed for and on behalf of The University of Newcastle

Date..... 15.8.21.....

Signed..... .....
 Full Name in block letters TROY WRIGHT

Position..... BRANCH ASSISTANT SECRETARY.....

160 Clarence Street Sydney NSW 2000
 Address

Community and Public Sector Union (Bargaining Representative on behalf of staff members)

Date..... 8 August 2023.....



Signed

DAMIEN CAHILL

Full Name in block

Position General

1/120 Clarendon Street, South Melbourne VIC
3205 Address

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

Date 10 August

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

University of Newcastle Professional Staff Enterprise Agreement 2018		University of Newcastle Professional Staff Enterprise Agreement 2023	
clause 10	Probation	Schedule 2	Managing probation procedure
clause 11	Managing Underperformance	Schedule 10	Managing underperformance procedure
clause 12	Misconduct / Serious Misconduct	Schedule 11	Managing misconduct / serious misconduct procedure
clause 13	Research Code Breach	Schedule 12	Managing Research Code breach procedure
clause 20	Organisational Change	clause 9.1	Consultation on major workplace change
clause 23	Redeployment and Redundancy	Schedule 13	Managing redeployment and redundancy procedure
clause 27	Abandonment of Employment	clause 10.3	Abandonment of employment
clause 28	Incapacity	Schedule 14	Managing incapacity procedure
clause 72	Inquiry Officer	Schedule 15	Review of decisions
clause 73	Independent Reviewer	Schedule 15	Review of decisions
clause 74	Committee of Inquiry	Schedule 15	Review of decisions
clause 75	Dispute Resolution Procedure	clause 11.2	Dispute resolution

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

- 2.1.1 The **University** shall recognise any accrued but untaken flextime credits under clauses 54.3-54.9 (Flextime) of the **2018 Agreement** immediately prior to this **Agreement** commencing operation. Flextime credits from the **2018 Agreement** will not be carried over into this **Agreement's** Flextime Scheme and will be managed in accordance with clauses 2.1.2 to 2.1.4 below. Flextime debits under the **2018 Agreement** shall not be recognised or recouped by the **University** under this **Agreement**.
- 2.1.2 Where a staff member has outstanding flextime credits under the **2018 Agreement**, arrangements will be agreed so that flextime will be granted as soon as reasonably possible and within 3 months of this **Agreement** commencing operation.
- 2.1.3 If agreement cannot be reached for accrued flextime credits to be taken within 3 months of this **Agreement** commencing operation, the **supervisor** may direct the taking of accrued flextime credits. Requests to use flextime credits under this clause 2.1 will not be unreasonably refused by the **University**.
- 2.1.4 In the event of a disagreement, the matter may be referred for consideration to the Chief People and Culture Officer for resolution.

2.2 Accrued personal leave

- 2.2.1 Any staff member (other than those 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 (number of days passed as at 1 September 2023) / 365 (number of days in 2023) = 0.666
- 0.666×15 days (standard annual personal leave entitlement) = 9.97 days (pro-rated personal leave entitlement)
- 9.97 days (pro-rated personal leave entitlement) - 3 days (personal leave taken) = 6.97 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**.

- 2.2.2 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:
- c) address any deficiencies in their performance which have been identified under Step 2 of this procedure; and
 - d) 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 as described in Schedule 5 – The University of Newcastle Classification Descriptors.	
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: a) facilitate and encourage regular dialogue with the staff member regarding their performance and behaviour during probation; b) monitor the staff member's progress, provide constructive feedback and counselling (in both scheduled and informal meetings) and either confirm satisfactory progress or identify concerns to assist the staff member to achieve their probationary objectives; c) discuss any concerns about the staff member's progress, performance or conduct as they arise, and to attempt to resolve the concerns promptly; d) develop strategies to resolve any identified difficulties which, if appropriate, will include reasonable training and professional development to support the staff member undertake the role. This may include assigning a mentor to provide advice and guidance to assist the staff member to achieve their probation goals; and e) document progress against objectives and maintain records of meetings, agreements and outcomes and provide copies to the staff member.	
Step 3 – Final Review	
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 any clarification (if required) and advise the staff member in writing of the decision that:
 - a) the appointment be confirmed;
 - b) the probationary period be extended, or
 - c) the appointment be terminated.

Step 5 – Review of decision

- Where the decision in Step 4 is termination the staff member may request a review in accordance with [Schedule 15 – Review of decisions](#) within 5 working days of notification of the decision.

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 RATES TO BE PAID TO HIGHER EDUCATION WORKERS**1. Annual salary rates for full-time and part-time Professional Staff**

Level	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
HEW 1	1	52,702	54,810	57,002
	2	54,099	56,263	58,514
	3	55,495	57,715	60,024
	4	56,895	59,171	61,538
HEW 2	1	56,895	59,171	61,538
	2	58,391	60,727	63,156
	3	59,889	62,285	64,776
HEW 3	1	59,889	62,285	64,776
	2	62,606	65,110	67,714
	3	66,233	68,882	71,637
	4	68,871	71,626	74,491
HEW 4	1	68,871	71,626	74,491
	2	70,867	73,702	76,650
	3	72,864	75,779	78,810
	4	74,863	77,858	80,972
HEW 5	1	74,863	77,858	80,972
	2	77,280	80,371	83,586
	3	79,692	82,880	86,195
	4	82,108	85,392	88,808
	5	84,527	87,908	91,424
	6	86,842	90,316	93,929
HEW 6	1	86,842	90,316	93,929
	2	89,832	93,425	97,162
	3	92,824	96,537	100,398
	4	95,822	99,655	103,641
HEW 7	**1	95,822	99,655	103,641
	2	98,816	102,769	106,880
	3	101,814	105,887	110,122
	4	104,805	108,997	113,357
	5	107,800	112,112	116,596

HEW 8	1	107,800	112,112	116,596
	2	110,316	114,729	119,318
	3	114,385	118,960	123,718
	4	117,385	122,080	126,963
	5	119,778	124,569	129,552
	6	122,771	127,682	132,789
	7	125,767	130,798	136,030
HEW 9	1	125,767	130,798	136,030
	2	128,759	133,909	139,265
	3	131,757	137,027	142,508
	4	134,749	140,139	145,745
HEW 10	1	134,749	140,139	145,745

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

** Minimum salary point for **Learning Advisor** on commencement (4 years of training and 4 years' relevant experience with a recognised institution). For each year of additional relevant experience with a recognised institution a **Learning Advisor** will be entitled to commence on a higher salary point on the basis of 1 step for each year of service up to a maximum of HEW 7 Step 5.

Hourly rates for Professional Staff are calculated by dividing the annual salary rate by 52.1786 (365.25 average days per year divided by 7) then dividing that weekly rate by 35 hours.

2. Junior Apprentices

Step	*Current	4.0%	4.0%
		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
Year 1	29,943	31,141	32,387
Year 2	38,926	40,483	42,102
Year 3	47,913	49,830	51,823
Year 4	56,895	59,171	61,538

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

The rates of pay for apprentices is based on a percentage of HEW 3 Step 1 salary rates. The percentage increases for each year of the apprenticeship.

3. Adult Apprentices

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
Year 1	49,707	51,695	53,763
Year 2	52,702	54,810	57,002
Year 3	55,695	57,923	60,240
Year 4	58,691	61,039	63,481

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

The rates of pay for apprentices is based on a percentage of HEW 3 Step 1 salary rates. The percentage increases for each year of the apprenticeship.

4. Artist's Models

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
Draped HEW 1, Step 1	52,702	54,810	57,002
Undraped HEW 1, Step 2	54,099	56,263	58,514

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

5. Exam Supervisors

HEW Level		*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
	Casual Loading Included	25%	25%	25%
1.1	1 candidate	36.08	37.52	39.02
1.4	2 to 50	38.97	40.53	42.15
3.4	51 to 150	47.13	49.02	50.98
4.4	151 to 250	51.26	53.31	55.44
5.5	251 – 350	57.86	60.17	62.58
6.3	351 – 450	63.51	66.05	68.69

7.3	451 or more	69.70	72.49	75.39
1.3	Assistant Supervisor	37.98	39.50	41.08
3.3	Amanuensis	45.33	47.14	49.03
3.3	Supervisor External Exam Centre	45.33	47.14	49.03

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

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

SCHEDULE 4 ALLOWANCES

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
Higher Duties / Relieving	Paid to a staff member for: - performing a significant proportion of duties at a higher classification; or - to perform tasks related to a specific task or project; or - relieving in an existing position at a higher classification level for at least 5 consecutive workings days.	An allowance equal to the difference between the ordinary rate that the staff member is receiving in the position they substantively occupy and the ordinary rate of the higher classified position or a percentage of that amount if partial duties are performed (i.e. equate with the proportion of duties of the higher position performed). Periods of higher duties / relieving will attract payment at the allowance rate for periods of personal leave, annual leave and long service leave, provided that such periods of leave are reasonable and within the period of higher duties / relieving.
First Aid	Staff who have a current St John Ambulance or equivalent first aid qualification and appointed by the University to be responsible for first aid facilities, injury records and the provision of first aid.	* \$20.18 per week increased with salary increases in clause 4.1 of this Agreement
Clothing and Safety Equipment	Where staff are required to wear uniform / protective clothing provided by the University and where the costs of maintenance, cleaning and replacement are not paid by the University .	Determined by the University
Electricians	Electricians	* \$54.76 per week increased with salary increases in clause 4.1 of this Agreement
High Voltage	Paid to qualified Electricians who have passed a test of their knowledge of the Electrical Safety Rules and who are required by the University to work or supervise or direct work in accordance with those rules.	* \$51.26 per week increased with salary increases in clause 4.1 of this Agreement
On Call	Paid where a staff member is required to be rostered on call between Monday to Friday, in accordance with clause 5.5. Paid where a staff member is required to be rostered on call between Saturday and Sunday, in accordance with clause 5.5.	\$29.00 per day \$34.80 per day
Meal Allowance (overtime)	Weekdays: when the staff member has worked approved overtime beyond the ordinary hours of work (clause 5.1) for more than 2 hours. Saturday and Sunday: when the staff member has worked approved overtime for more than 5 hours. Where overtime is commenced before 6am when this is at least 1 hour prior to normal starting time. Will not be paid if the staff member can reasonably return home for a meal and then resume duty or a meal is provided by the University.	* \$37.70 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 THE UNIVERSITY OF NEWCASTLE CLASSIFICATION DESCRIPTORS

Definition 1 - Supervision

Close supervision	Clear and detailed instructions are provided. Tasks are covered by standard procedures. Deviation from procedures or unfamiliar situations are referred to higher levels. Work is regularly checked.
Routine supervision	Direction is provided on the tasks to be undertaken with some latitude to rearrange sequences and discriminate between established methods. Guidance on the approach to standard circumstances is provided in procedures, guidance on the approach to non-standard circumstances is provided by a supervisor. Checking is selective rather than constant.
General direction	Direction is provided on the assignments to be undertaken, with the occupant determining the appropriate use of established methods, tasks and sequences. There is some scope to determine an approach in the absence of established procedures or detailed instructions, but guidance is readily available. Performance is checked by assignment completion.
Broad direction	Direction is provided in terms of objectives which may require the planning of staff, time and material resources for their completion. Limited detailed guidance will be available and the development or modification of procedures by the staff member may be required. Performance will be measured against objectives.

Definition 2 – Qualifications Within the Australian Qualifications Framework:

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

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

Definition 3 – Classification dimensions

Training level	The type and duration of training which the duties of the classification level typically require for effective performance. Training is the process of acquiring skills and knowledge through formal education, on the job instruction or exposure to procedures.
Occupational equivalent	Examples of occupations typically falling within each classification level.
Level of supervision	This dimension covers both the way in which staff are supervised or managed and the role of staff in supervising or managing others.

Task level	The type, complexity and responsibility of tasks typically performed by staff within each classification level.
Organisational knowledge	The level of knowledge and awareness of the organisation, its structure and functions that would be expected of staff at each proposed classification level, and the purposes to which that organisational knowledge may be put.
Judgment, independence and problem solving	Judgment is the ability to make sound decisions, recognising the consequences of decisions taken or actions performed. Independence is the extent to which a staff member is able (or allowed) to work effectively without supervision or direction. Problem solving is the process of defining or selecting the appropriate course of action where alternative courses of actions are available. This dimension looks at how much of each of these 3 qualities applies at each classification level.
Typical activities	Examples of activities typically undertaken by staff in different occupations at each of the classification levels.
HEW LEVEL 1	
Typical activities	Perform a range of industrial cleaning tasks, move furniture, assist trades personnel with manual duties.
Occupational equivalent	Cleaner, labourer, trainee for level 2 duties
Task Level	Straightforward manual duties or elements of level 2 duties under close supervision and structured on the job training. Some knowledge of materials, e.g. cleaning chemicals and hand tools, may be required. Established procedures exist.
Training level or qualification	Staff members at the base of this level would not be required to have formal qualifications or work experience upon engagement. Staff members engaged at the base of this level will be provided with structured on the job training in addition to up to 38 hours of induction to the higher education industry which will provide information on the higher education institution, conditions of employment, training to be made available and consequent career path opportunities, physical layout of the institution/work areas, introduction to fellow workers and supervisors , work and documentation procedures, occupational health and safety, equal employment opportunity practices and extended basic literacy and numeracy skills training where required/ necessary to enable career path progression.
Level of supervision	Close supervision or, in the case of more experienced staff working alone, routine supervision.
Organisational knowledge	May provide straightforward information to others on building or service locations.
Judgement, independence and problem solving	Resolve problems where alternatives for the staff member are limited and the required action is clear or can be readily referred to higher levels.
HEW LEVEL 2	
Typical activities	Administrative positions at this level may include duties involving the inward and outward movement of mail, keeping, copying, maintaining and retrieving records, straightforward data entry and retrieval. Security officers may be involved in a range of patrol duties, including responding to alarms, following emergency procedures and preparing incident reports.

Occupational equivalent	Administrative assistant, security patrol officer.
Task Level	Perform a range of straightforward tasks where procedures are clearly established. May on occasion perform more complex tasks.
Training level or qualification	Level 2 duties typically require a skill level which assumes and requires knowledge, training or experience relevant to the duties to be performed, or completion of year 12 without work experience or an equivalent combination of experience and training.
Level of supervision	Routine supervision of straightforward tasks; close supervision of more complex tasks (see below).
Organisational knowledge	Following training, may provide general information/advice and assistance to members of the public, students and other staff which is based on a broad knowledge of the staff member's work area/responsibility, including knowledge of the functions carried out and the location and availability of particular personnel and services.
Judgement, independence and problem solving	Solve relatively simple problems with reference to established techniques and practices. Will sometimes choose between a range of straightforward alternatives. A staff member at this level will be expected to perform a combination of various routine tasks where the daily work routine will allow the latitude to rearrange some work sequences, provided the prearranged work priorities are achieved.
HEW LEVEL 3	
Typical activities	In trades positions, apply the skills taught in a trade certificate or Certificate III, including performance of a range of construction, maintenance and repair tasks, using precision hand and power tools and equipment. In some cases this will involve familiarity with the work of other trades or require further training. In technical assistant positions: - assist a technical officer in operating a laboratory, including ordering supplies; - assist in setting up routine experiments; - monitor experiments for report to a technical officer; - assist with the preparation of specimens; - assist with the feeding and care of animals; - operate and maintain basic research facility equipment. Staff would be expected to perform a greater range and complexity of tasks as they progressed through the level and obtained further training. In administrative positions, perform a range of administrative support tasks including: - standard use of range of desktop based programs e.g. word processing, established spreadsheet or database applications, and management information systems (e.g. financial, student or human resource systems). This may include store and retrieve documents, key and lay out correspondence and reports, merge, move and copy, use of columns, tables and basic graphics. - provide general administrative support to other staff, including setting up meetings, answering straightforward inquiries and directing others to the appropriate personnel; and - process accounts for payment.
Occupational equivalent	Tradesperson, technical assistant/technical trainee, administrative/secretarial.

Task Level	Some complexity. Apply body of knowledge equivalent to trade certificate or Certificate III, including diagnostic skills and assessment of the best approach to a given task.
Training level or qualification	Level 3 duties typically require a skill level which assumes and requires knowledge or training in clerical/ administrative, trades or technical functions equivalent to: - completion of a trades certificate or Certificate III; or - completion of Year 12 or Certificate II, with relevant work experience; or - equivalent relevant experience or combination of relevant experience and education/training. Persons advancing through this level may typically perform duties, which require further on the job training or knowledge and training equivalent to progress toward completion of an advanced certificate or diploma.
Level of supervision	In technical positions, routine supervision, moving to general direction with experience. In other positions, general direction. This is the first level where supervision of other staff may be required.
Organisational knowledge	Perform tasks/assignments, which require knowledge of the work area processes and an understanding of how they interact with other related areas and processes.
Judgement, independence and problem solving	Exercise judgement on work methods and task sequence within specified timelines and standard practices and procedures.

HEW LEVEL 4

Typical activities	In trades positions: - work on complex engineering or interconnected electrical circuits; - exercise high precision trades skills using various materials and/or specialised techniques. In technical positions: - develop new equipment to criteria developed and specified by others; - under routine direction, assist in the conduct of major experiments and research programs and/or in setting up complex or unusual equipment for a range of experiments and demonstrations; and/or - demonstrate the use of equipment and prepare reports of a technical nature as directed; - maintain research facilities consumables and track their usage; - collect and maintain facility data and records. In Library Officer positions: - undertake copy cataloguing and data processing; - use a range of bibliographic databases and electronic resource packages; - undertake acquisitions and collection management work; and/or - provide an enquiry service, guidance, and advice utilising University systems, applications, and online resources. In administrative positions: - may use a full range of desktop based programs, including word processing packages, mathematical formulae and symbols, manipulation of text and layout in desktop publishing and/or web software, and management information systems;
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- be responsible for providing a full range of secretarial services, e.g. in a College;
- plan and set up spreadsheets or data base applications;
- provide advice to students on enrolment procedures and requirements; and/or
- administer enrolment and course progression records.

**Occupational
equivalent
Task Level**

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

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

**Training level or
qualification**

Level 4 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

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

Level of supervision

In technical positions, routine supervision to general direction depending upon experience and the complexity of the tasks. In other positions, general direction.

May supervise or co-ordinate others to achieve objectives, including liaison with staff at higher levels. May undertake stand-alone work.

**Organisational
knowledge**

Perform tasks/assignments, which require proficiency in the work area's rules, regulations, processes and techniques, and how they interact with other related functions

**Judgement,
independence and
problem solving**

In trades positions, extensive diagnostic skills.

In technical positions, apply theoretical knowledge and techniques to a range of procedures and tasks.

In administrative positions, provide factual advice, which requires proficiency in the work area's rules and regulations, procedures requiring expertise in a specialist area or broad knowledge of a range of personnel and functions.

HEW LEVEL 5

Typical activities

In technical positions:

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

In support librarian positions, perform at a higher level than Level 4, including:

- delivery of information and digital skills programs and promotion of collections and services;
- contribute to the creation of digital learning objects;
- complex bibliographic verification;
- data and system issues analysis and resolution

In administrative positions:

responsible for the explanation and administration of an administrative function, e.g., HECS advice, records, determinations and payments, a centralised enrolment function, the organisation and administration of exams at a small campus.

In professional positions and under professional supervision:

- work as part of a research team in a support role;
- provide technical inductions and skills training to research facility users
- provide counselling services.

Occupational equivalent

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

Task Level

Apply body of broad technical knowledge and experience at a more advanced level than Level 4, including the development of areas of specialist expertise.

In professional positions, apply theoretical knowledge, at degree level, in a straightforward way.

In administrative positions, provide interpretation, advice and decisions on rules and entitlements.

Training level or qualification

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

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

Level of supervision

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

In technical positions, general direction and may supervise other staff.

Organisational knowledge

Perform tasks/assignments, which require proficiency in the work area's rules, regulations, processes and techniques, and how they interact with other related functions.

Judgement, independence and problem solving

In professional positions, solve problems through the standard application of theoretical principles and techniques at degree level.

In technical positions, apply standard technical training and experience to solve problems.

In administrative positions, may apply expertise in a particular set of rules or regulations to make decisions, or be responsible for co-coordinating a team to provide an administrative service.

HEW LEVEL 6

Typical activities

In technical positions:

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

In administrative positions:

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

In professional positions:

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

Occupational equivalent

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

Task Level

Perform work assignments guided by policy, precedent, professional standards and managerial or technical expertise. Staff members would have the latitude to develop or redefine procedure and interpret policy so long as other work areas are not affected.

In technical and administrative areas, have a depth or breadth of expertise developed through extensive relevant experience and application.

Training level or qualification

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

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

Level of supervision

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

Organisational knowledge

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

Judgement, independence and problem solving

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

HEW LEVEL 7

Typical activities

In a library, provide specialist advice and services in the delivery and management of key library functions;
In student services, the training and supervision of other professional staff combined with policy development responsibilities which may include research and publication;
In technical manager positions, the management of teaching and research facilities for a department or school;

	In research positions, acknowledged expertise in a specialised area or a combination of technical management and specialist research; In administrative positions, provide less senior administrative support to relatively small and less complex colleges or equivalent.
Occupational equivalent	Senior librarian, technical manager, senior research assistant, professional or scientific officer, senior administrator in a small less complex college.
Task Level	Independently relate existing policy to work assignments or rethink the way a specific body of knowledge is applied in order to solve problems. In professional or technical positions, may be a recognised authority in a specialised area.
Training level or qualification	Level 7 duties typically require a skill level which assumes and requires knowledge or training equivalent to: - a degree with at least 4 years subsequent relevant experience; or - extensive experience and management expertise in technical or administrative fields; or - an equivalent combination of relevant experience and/or education/training.
Level of supervision	Broad direction. May manage other administrative, technical and/or professional staff.
Organisational knowledge	Detailed knowledge of academic and administrative policies and the interrelationships between a range of policies and activities.
Judgement, independence and problem solving	Independently relate existing policy to work assignments, rethink the way a specific body of knowledge is applied in order to solve problems, adapt procedures to fit policy prescriptions or use theoretical principles in modifying and adapting techniques. This may involve stand-alone work or the supervision of others in order to achieve objectives. It may also involve the interpretation of policy, which has an impact beyond the immediate work area.

HEW LEVEL 8

Typical activities	- Assist in the management of a large functional unit with a diverse or complex set of functions and significant resources; - Manage a function or development and implementation of a policy requiring a high degree of knowledge and sensitivity; - Manage a small and specialised unit where significant innovation, initiative and/or judgement are required; - Provide senior administrative support to schools and colleges of medium complexity, taking into account the size, budget, course structure, external activities and management practices within the college or equivalent unit; - Apply high level scientific and technical expertise to the design and implementation of improvements to a research facility, equipment and procedures.
Occupational equivalent	Researcher of national standing; manager (including administrative, research, professional or scientific); senior school or college administrator.
Task Level	Work at this level is likely to require the development of new ways of using a specific body of knowledge, which applies to work assignments, or may involve the integration of other specific bodies of knowledge.
Training level or qualification	Level 8 duties typically require a skill level which assumes and requires knowledge or training equivalent to: - postgraduate qualifications or progress towards postgraduate qualifications and extensive relevant experience; or - extensive experience and management expertise; or

- an equivalent combination of relevant experience and/or education/training.

Level of supervision	Broad direction, working with a degree of autonomy. May have management responsibility for a functional area and/or manage other administrative, technical and/or professional staff.
Organisational knowledge	The staff member would be expected to make policy recommendations to others and to implement programs involving major change, which may impact on other areas of the Institution's operations.
Judgement, independence and problem solving	Responsible for program development and implementation. Provide strategic support and advice (e.g. to schools or colleges) requiring integration of a range of university policies and external requirements, and an ability to achieve objectives operating within complex organisation structures.

HEW LEVEL 9

Typical activities	- Assist in the management of a large functional unit/research facility with a diverse or complex set of functions and significant resources; - Manage a function or development and implementation of a policy requiring a high degree of knowledge and sensitivity and the integration of internal and external requirements; - Manage a small and specialised unit where significant innovation, initiative and/or judgement are required; - Provide senior administrative support to the more complex schools and colleges, taking into account the size, budget, course structure, external activities and management practices within the college or equivalent unit.
Occupational equivalent	Researcher of national or international standing; senior manager (including administrative, research, professional or scientific); senior school or college administrator.
Task Level	Demonstrated capacity to conceptualise, develop and review major professional, management or administrative policies at the corporate level. Significant high level creative, planning and management functions. Responsibility for significant resources.
Training level or qualification	Level 9 duties typically require a skill level which assumes and requires knowledge or training equivalent to: - postgraduate qualifications and extensive relevant experience; or - extensive management experience and proven management expertise; or - an equivalent combination of relevant experience and/or education/training.
Level of supervision	Broad direction working with a considerable degree of autonomy. Will have management responsibility for a major functional area and/or manage other administrative, technical and/or professional staff.
Organisational knowledge	Conceptualise, develop and review major policies, objectives and strategies involving high level liaison with internal and external client areas. Responsible for programs involving major change, which may impact on other areas of the institution's operations.
Judgement, independence and problem solving	Responsible for significant program development and implementation. Provide strategic support and advice (e.g. to schools or colleges or at the corporate level) requiring integration of a range of internal and external policies and demands, and an ability to achieve broad objectives while operating within complex organisation structures.

HEW LEVEL 10**Typical activities**

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

Occupational equivalent

Senior program, research or administrative manager.

Task Level

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

Training level or qualification

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

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

Level of supervision

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

Organisational knowledge

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

Judgement, independence and problem solving

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

SCHEDULE 6 CLASSIFICATION REVIEW PROCEDURE

1. General principles

1.1 Classification Review:

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

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

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

2. Procedure

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

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

Step 1 – Annual review of position

- Each position should be reviewed yearly, or when there are significant changes to the duties of the position, to identify any changes in duties and responsibility required of the position. This should be done by the manager in discussion with the staff member as part of the performance planning and review process.
- The manager will determine whether:
 - a) no further action is to be taken; or
 - b) request a classification review if there is a perceived increase in work value which will be initiated under Step 2 of this procedure.
- The manager will inform the staff member of the above determination in a timely manner.
- Where the manager determines that no action is to be taken and the staff member is of the view that there is a perceived increase in work value, the staff member may request that their position description be assessed by Human Resource (HR) Services under Step 3.

Step 2 – Recommendation and referral
- Where changes in work value are identified at Step 1 a recommendation for classification review supported by a revised position description may be made by the relevant Pro Vice-Chancellor / Director and then referred to HR Services. - The referral may include a proposed date of effect. - If the recommendation is not supported, the PVC/Director will advise the staff member of the reasons.
Step 3 – Assessment and determination
- HR Services will examine and assess each referral against the Classification Descriptors (Schedule 5) and/or the external job evaluation method in accordance with clause 4.6.4. - HR Services may seek further details from the supervisor or staff members. - A recommendation of either no change or a reclassification to a higher level will be provided to the delegate for a determination. - HR Services will advise the staff member in writing through the manager of the delegate's determination.
Step 4 – Review of decision
- A staff member may make an application to the delegate for a review of the determination made in Step 2 or Step 3 on the grounds that: a) the process was not followed; or b) the position is not, or will not be, appropriately classified at a level which most accurately reflects the value of the work required to be performed and the duties and responsibilities of the position. - The review will be completed by an Inquiry Officer, in accordance with Schedule 15 – Review of decisions.

SCHEDULE 7 UNIVERSITY CLOSEDOWN DATES

1. The following are the closedown periods during the term of this **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 8 ANNUAL LEAVE LOADING

1. Entitlement

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

2. Conditions

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

SCHEDULE 9 PARENTAL LEAVE PROCEDURE

1. Scope

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

2. Procedure

Step 1 – Notification

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

Step 2 - Continuing to work while pregnant

- 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 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 10 MANAGING UNDERPERFORMANCE PROCEDURE

1. Scope

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

2. Procedure

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

Step 1 – Informal counselling

- 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 **supervisor** and **delegate** will inform the staff member 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 the **delegate** in relation to their performance, including to 'show cause' as to why their employment should not be terminated or other disciplinary action should not be taken. The staff member will be given an opportunity to meet with the **delegate** following the provision of their submission and prior to the **delegate** making a determination.
- 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 in accordance with Schedule 15 – 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 resulting from the process in Schedule 15 – 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; - impose no 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 11 MANAGING MISCONDUCT / SERIOUS MISCONDUCT PROCEDURE

1. Application and general provisions

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

2. Procedure for managing misconduct / serious misconduct

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

Step 1 – Awareness of conduct issue(s)

- 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 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 allegations and the staff member's response (if received within the required timeframe) and may also seek additional information prior to making a decision, if considered necessary.
- 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 allegations 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 15 – 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 15 – Review of decisions](#) prior to making a final decision.
- The **delegate** may determine:
 - there is no **misconduct / serious misconduct** and take appropriate action;
 - to counsel and censure the staff member;
 - that **misconduct / serious misconduct** has occurred and the disciplinary action to be taken (including any of the actions identified at Step 5); or
 - some other outcome (such as an agreed resignation).
- 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 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 RESEARCH CODE BREACH PROCEDURE

1. Application and general provisions

- 1.1 This procedure will apply to all staff members, excluding staff in **Casual Employment**.
- 1.2 For the purposes of this procedure, breach means a failure to meet the principles and responsibilities of the **Research Code**.
- 1.3 In the case of a potential breach of the **Research Code** the **University** will follow the process set out in the *Research Breach Investigation Procedure*. For the avoidance of doubt, the procedures under [Schedule 11 – 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 11 – Managing misconduct / serious misconduct procedure](#) should apply, the Chief People and Culture Officer will consult with the **delegate** and agree which processes should apply to avoid duplication. If during the process, it becomes apparent that the alternate process is more applicable, that process may instead be adopted and steps taken under the first process will be recognised in the second process.
- 1.5 This procedure in no way constrains the **University** from carrying out further investigations relating to the consequences of conduct of a staff member or former staff member when required in the public interest.
- 1.6 The **University** will consider nominations from the relevant **Union** for suitably qualified and experienced staff members to be available for appointment by the **University** should an internal investigation panel be required.
- 1.7 Where a **Research Code** breach matter involves a staff member represented by a **Union**, the **University** will consult with the **Union** in relation to the appointment of the Chair prior to commencement of the internal panel investigation.

2. Procedure for Managing a Research Code Breach

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

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

SCHEDULE 13 REDEPLOYMENT AND REDUNDANCY PROCEDURE

1. Scope

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

2. General principles

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

3. Procedure

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

Step 1 – Notification of Redundancy	
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 26 weeks; or - seek employment outside the University for a period of up to 8 weeks, or - accept a voluntary separation package comprising the redundancy payment in accordance with Step 4 plus 10% loading (except on the statutory entitlements) in lieu of any redeployment. - 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 – Rates to be paid to Higher Education Workers 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 26 weeks from the date of notice in Step 1. The salary maintenance will not include payment of allowances provided by this Agreement that were particular to the previous position and not relevant to the new position. - 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 15 – 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 a redundancy payment in accordance with Step 4.
 - Where reasonable offers of redeployment at the same **HEW Level**, and training and development are refused by a staff member on redeployment, the **delegate** will review each case with a view to recommending:
 - a) a further offer of redeployment and/or training and development; or
 - b) the immediate provision of a redundancy payment in accordance with Step 4.

Support during Redeployment Period

- 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;
 - all costs associated with the program will be incurred within 6 months of the staff member becoming detached (i.e. any development activities will only be supported for 6 months but this may include costs after the staff member has left the **University's** employment);
 - the total cost of the career development program supported by the **University** will be the equivalent of up to 18 weeks' base salary of the staff member;
 - 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 **delegate** prior to implementation.

Step 4 – Termination

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

SCHEDULE 14 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: a) consider mechanisms such as reasonable adjustment and use of leave to support the staff member's return to full duties within a reasonable timeframe; and b) consider whether the duties may be permanently modified.	
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 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 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, if provided by the staff member's treating doctor(s). c) the review, if requested, at Step 4, and d) incidences of staff member not resuming duties within periods specified at Step 3 and Step 4. • 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.

SCHEDULE 15 REVIEW OF DECISIONS

1. Principles

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

2. Inquiry officer

Availability

- 2.1 Within 5 working days of the date that the relevant decision was made, a staff member may apply in writing to the appropriate **delegate** for an inquiry officer review in relation to:
- a) disputes about intellectual property rights - clause 7.3.7
 - b) a selection committee's decision on preference of employment in redeployment – [Schedule 13](#), Step 3
 - c) a decision regarding a type of leave and related conditions – Part 6
 - d) a decision to terminate the staff member's employment on **probation** – [Schedule 2](#), Step 5
 - e) a decision not to upgrade a staff member's position under classification structure and review – [Schedule 6](#), Step 4
 - f) a decision to demote or terminate the staff member's employment taken under the Managing underperformance procedure - [Schedule 10](#), Step 5
 - g) a referral for a review taken under the Managing **misconduct** / **serious misconduct** procedure - [Schedule 11](#), 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) and g) only, a pool of agreed inquiry officers will be established between the **University**, **NTEU** and **CPSU** as soon as practicable after the approval of the **Agreement**. Should a suitable inquiry officer not be available from the pool, the **University** will consult with the relevant **Union** on selecting an agreed alternative inquiry officer, provided the staff member subject to the matter is represented by the **NTEU** or **CPSU**, prior to appointing an Inquiry Officer.
- 2.4 Where an application for an inquiry officer review is received, the **University** will appoint an inquiry officer who:
- a) is without conflict of interest;
 - b) has the capacity to undertake the inquiry within the context of the relevant **University** policies and processes;
 - c) will be able to apply the principles of procedural fairness.

2.5 That appointment will be notified to the staff member.

Process

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

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

2.6 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**.

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

2.8 With respect to a review of a decision not to upgrade a staff member's position under classification structure and review – [Schedule 6](#), Step 4, the inquiry officer may be assisted by a staff member nominated by the staff member requesting the review and a staff member nominated by the **University**. This review process and recommendation of the inquiry officer will be completed within 30 days, wherever practicable.

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

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

2.11 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) and g) only:
 - I. whether there is a valid reason for the action (if appropriate);
 - II. whether the original decision is reasonable in the circumstances (if appropriate); and
 - III. any facts that may have had a bearing on the decision; and
- b) comments on the process, facts or any mitigating circumstances relevant to the case, and may make recommendations.

2.12 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 managing underperformance or **misconduct** / **serious misconduct** will be in accordance with the relevant procedure in [Schedule 10](#) or [Schedule 11](#).

3. Review Panel

Overarching principles

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

Availability and circumstances where a Review Panel may operate

- 3.3 A staff member may apply in writing to the appropriate **delegate** within 5 working days of the date that the relevant decision was made for a Review Panel to be established pursuant to:
- a) [Schedule 10 – Managing Underperformance](#) – Step 5; or
 - b) [Schedule 11 – Managing Misconduct / Serious Misconduct](#) – Step 6.

Appointment

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

Process

- 3.5 The Review Panel will review the decision of the relevant **delegate** (including any report or investigation document relied upon by the **delegate** in making the decision) made under the relevant Schedule above.
- 3.6 The staff member, and their **Representative** where they have nominated one, will be provided a copy of all information provided to the Review Panel. However, if the chairperson has a reasonable concern that the provision of the information to the staff member will give rise to a risk of psychosocial harm, the chairperson may provide the staff member with a redacted

version of the information and any **Representative** of the staff member with an unredacted version of the information on the condition that the **Representative** undertakes not to disclose the redacted information to the staff member.

- 3.7 The staff member will be permitted to make written submissions to the Review Panel and the **University** may elect to make written submissions in reply. Where practicable the Review Panel will be conducted on the basis of written submissions only.
- 3.8 Where the Review Panel identifies a concern with the investigation report relied upon by the **delegate** and further information is required from a witness, the chairperson may seek further information from the witness in accordance with the overarching principles at clause 3.1 above. It is a matter for the chairperson to decide whether to seek such information by writing to the witness and asking questions or asking the witness to participate in a meeting with the chairperson where the questions may be asked orally.
- 3.9 The chairperson will give genuine consideration to any questions suggested by the staff member (or their **Representative**) or the **University** to be asked of the witness, but the chairperson has the authority to determine the precise questions to be asked of a witness.
- 3.10 The chairperson will provide the further information obtained from the witness to the Review Panel, the staff member and their **Representative**, and the **University's** representative. However, if the chairperson has a reasonable concern that the provision of the information to the staff member will give rise to a risk of psychosocial harm, the chairperson may provide the staff member with a redacted version of the information and any **Representative** of the staff member with an unredacted version of the information on the condition that the **Representative** undertakes not to disclose the redacted information to the staff member.
- 3.11 The staff member, or where nominated their **Representative**, may make a final submission taking into account any further information that has been provided.
- 3.12 The Review Panel will consider any investigation report, any submission received from the staff member and the **University**, and any further information received from a witness, and make findings of fact and/or recommendations to the relevant **delegate** for final determination in accordance with the relevant schedule of this **Agreement** (i.e., [Schedule 10](#), Step 6 or [Schedule 11](#), Step 7).
- 3.13 Where the Review Panel recommends a different outcome than the original **delegate**, the recommendation of the Review Panel will be considered by an alternative **delegate** of the **University**. The alternative **delegate** will be at the same level of seniority or higher than the original **delegate**.
- 3.14 Neither the Review Panel nor the chairperson can compel or otherwise direct any person to provide information or otherwise participate in the Review Panel process. Where a person refuses to participate in the Review Panel process, the Review Panel will proceed on the basis of the material available to it.

Timeframe

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

4. Other review processes

Managing staff workload

- 4.1 A staff member may refer concerns about workload to the **delegate** for investigation and recommended resolution in relation to clause 5.8.7.

Study leave and/or examination leave

- 4.2 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.

Job Redesign

- 4.3 A staff member dissatisfied with the outcome of the job redesign process may raise their concerns with the **delegate** who will initiate an investigation prior to making a determination in relation to clause 4.7.