

**THE UNIVERSITY OF NEWCASTLE**

**GENERAL STAFF ENTERPRISE AGREEMENT**

**2010**

This Agreement takes effect from 28 January 2011

[2011] FWAA 430



## DECISION

*Fair Work Act 2009*

s.185 - Application for approval of a single-enterprise agreement

**University of Newcastle**

(AG2010/24314)

### THE UNIVERSITY OF NEWCASTLE GENERAL STAFF ENTERPRISE AGREEMENT 2010

Educational services

VICE PRESIDENT LAWLER

MELBOURNE, 21 JANUARY 2011

*Application for approval of the University of Newcastle General Staff Enterprise Agreement 2010.*

[1] An application has been made for approval of an enterprise agreement known as the *University of Newcastle General Staff Enterprise Agreement 2010 (Agreement)*. The application was made pursuant to s.185 of the *Fair Work Act 2009 (Act)*. It has been made by the *University of Newcastle*. The Agreement is a single-enterprise agreement.

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

[3] The National Tertiary Education Industry Union, Liquor Hospitality and Miscellaneous Union and Community and Public Sector Union, being bargaining representatives for the Agreement has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s. 201(2) of the Act I note that the Agreement covers these organisations.

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 28 January 2011. The nominal expiry date of the Agreement is 30 June 2013.



VICE PRESIDENT

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

- 1.1 This Agreement will be known as the University of Newcastle General Staff Enterprise Agreement 2010.
- 1.2 This Agreement is binding upon:
- (i) All staff employed as General Staff by the University, excluding the Directors and Associate Directors or equivalent, except where:
    - (a) the staff member was employed and covered by the University of Newcastle General Staff Workplace Agreement 2006 as at 1 December 2010; or
    - (b) the pay rate is up to or equivalent to HEW Level 10 + 25%.
  - (ii) The University of Newcastle.
- 1.3 This Agreement has been negotiated between and applies to:
- (i) The University of Newcastle; and
  - (ii) Members of General Staff; and
  - (iii) The Community and Public Sector Union (CPSU); and
  - (iv) The National Tertiary Education Industry Union (NTEU); and
  - (v) The Liquor, Hospitality and Miscellaneous Union (LHMU).
- (herein referred to as the "parties").

**2.0 OPERATION OF THE AGREEMENT**

- 2.1 This Agreement will come into force on and from the date 7 days after the Agreement is approved by Fair Work Australia and will remain in force up to and including 30 June 2013.
- [**Note:** This Agreement was approved by Fair Work Australia on 21 January 2011 and accordingly takes effect from 28 January 2011].
- 2.2 This is a single-enterprise Agreement made under Section 172 (2) of the Fair Work Act 2009.
- 2.3 This Agreement operates to the exclusion of, and wholly replaces, all relevant awards and agreements which may otherwise, but for this clause, apply to those staff whose employment falls within the scope of this Agreement, except for the National Employment Standards. There will be no further claims in matters related to this Agreement during its nominal term except where permitted by this Agreement.
- 2.4 Where policies, codes, procedures, guidelines and other administrative arrangements of the University are referred to in this Agreement, the terms thereof are explicitly not incorporated into the Agreement and do not form part of the Agreement. The University will consult with the General Staff Consultative Committee on policy and guideline development that affects the working conditions of staff, and apply policies in a fair and consistent manner.
- 2.5 The parties to this Agreement will commence negotiations for a replacement Agreement no later than three months before the expiry of this Agreement. This will include discussions on scheduling and resourcing.

**3.0 DEFINITIONS**

In this Agreement the following definitions will apply:

- 3.1 "**Agreement**" means *The University of Newcastle General Staff Enterprise Agreement 2010*.
- 3.2 "**Consultation**" means a process in which the University, staff and, where they choose, their representative have the time and opportunity to exchange information about a matter or issue, provide relevant documents and details, hold discussions to explain their points of view and genuinely understand the respective views in the decision making process, but does not include the need to reach agreement.

- 3.3 “**HEW Level**” means Higher Education Worker Level as described in Schedule 1 – Rates to be paid for Higher Education Workers and Schedule 3 – The University of Newcastle Classification Descriptors.
- 3.4 “**Pro Vice-Chancellor / Director**” means the Head of the Organisational Unit.
- 3.5 “**Staff member**” means a member of the General Staff.
- 3.6 “**Supervisor**” means a person with line management responsibility for a staff member.
- 3.7 “**The Union**” means and refers to The Community and Public Sector Union, The National Tertiary Education Industry Union, or The Liquor, Hospitality and Miscellaneous Union.
- 3.8 “**The University**” means The University of Newcastle.

#### **4.0 FLEXIBILITY**

- 4.1 The University and a staff member covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement. The terms of this Agreement that may be varied by an individual flexibility arrangement is in relation to:
- (i) Long Service Leave
- 4.2 Any flexibility arrangement agreed to under this clause must:
- (i) be about matters that would be permitted matters if the arrangement were in an Enterprise Agreement; and
- (ii) not include a term that would be an unlawful term if the arrangement were in an Enterprise Agreement.
- 4.3 Any flexibility arrangement must be genuinely agreed to between the staff member and the University.
- 4.4 Any individual flexibility arrangement agreed to between a staff member and the University will result in the staff member being better off overall than the staff member would have been if no individual flexibility arrangement were agreed to.
- 4.5 A flexibility arrangement may be terminated by either the staff member or the University by:
- (i) giving written notice of not more than 28 days; or
- (ii) at any time, if they agree in writing to the termination.
- 4.6 Any individual flexibility arrangement agreed to must:
- (i) be in writing and signed by the staff member and the University; and
- (ii) be signed by the parent or guardian of the staff member if the staff member is under 18;
- (iii) include details of:
- (a) the terms of the Enterprise Agreement that will be varied by the arrangement; and
- (b) how the arrangement will vary the effect of the terms; and
- (c) how the staff member will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- (iv) state the day on which the arrangement commences.
- 4.7 A copy of the individual flexibility agreement will be provided to the staff member within 14 days after it is agreed to.

#### **5.0 AVAILABILITY OF THE AGREEMENT**

- 5.1 The University will provide staff with access to this Agreement via the University web pages. A hard copy will be made available from Human Resource Services on request.

**PART B: PERFORMANCE AND CONDUCT****6.0 PERFORMANCE OF DUTIES**

6.1 The University may direct a staff member to carry out duties consistent with their terms of employment, classification structure and descriptors set out in this Agreement.

**7.0 PERFORMANCE DEVELOPMENT FRAMEWORK**

7.1 The University will promote a Performance Development Framework that:

- (i) aligns each staff member's endeavours with operational and strategic objectives;
- (ii) provides an ongoing opportunity for dialogue, confidential discussions and feedback between staff and their supervisor;
- (iii) identifies and facilitates individual staff development to maintain skills, enhance their career and promote organisational performance;
- (iv) promotes resolution of performance concerns;
- (v) identifies and clarifies roles, duties, goals and objectives; and
- (vi) recognises and rewards performance.

7.2 Accountability for the Performance Development Framework rests with the supervisor, who will be required to undertake appropriate training.

7.3 The supervisor, following discussion with the staff member, may delegate Performance Development Framework responsibility to an alternate supervisor.

7.4 The supervisor and the staff member have joint responsibility for the mutual development of a Performance and Development Plan, which includes:

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

7.5 Performance and Development Plans will have regard to the staff member's level of appointment, workload, and operational needs, as well as the resources available and equitable access to development opportunities.

7.6 The Performance and Development Plan should be developed in the context of the University of Newcastle Classification Descriptors and the staff member's position description. If the position description is considered inaccurate or inconsistent with the staff member's current duties and responsibilities, it will be reviewed and amended. At this time the supervisor will consider action in accordance with Classification Structure and Review - Clause 9.

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

7.8 The Performance Development Framework operates in association with, but separate to:

- (i) Managing Staff Workload – Clause 8;
- (ii) Classification Structure and Review – Clause 9;
- (iii) Performance Concerns – Clause 12;
- (iv) Staff Development – Clause 17;
- (v) Secondment – Clause 23.

**8.0 MANAGING STAFF WORKLOAD**

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



- 8.2 Workloads will take into consideration the staff member's level of appointment and time fraction and the importance of maintaining an appropriate balance between work and family/community life.
- 8.3 In determining whether work or workloads are reasonable or unreasonable the following must be taken into account:
- (i) any risk to the staff member's health, safety and welfare;
  - (ii) the needs of the University;
  - (iii) the nature of the staff member's role, and their level of responsibility;
  - (iv) the staff member's personal circumstances including any family and/or carer responsibilities; and
  - (v) any other relevant matter.
- 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.
- 8.5 If the staff member's concerns remain unresolved, the issue should be raised with the appropriate Director or equivalent.
- 8.6 If the staff member believes the issue is still not resolved, the matter may be referred by the staff member to the Director, Human Resource Services who will investigate the matter and make a recommendation to resolve the matter.
- 8.7 Broad, systemic workload concerns are to be raised directly with the Director, Human Resource Services or through the General Staff Consultative Committee.
- 8.8 In assessing workload concerns, primary indicators to be considered include:
- (i) the ongoing need to work excessive hours;
  - (ii) excessive overtime;
  - (iii) the inability for staff members to clear accrued leave or flex credits.

## **9.0 CLASSIFICATION STRUCTURE AND REVIEW**

- 9.1 Each position will be classified using the University of Newcastle Classification Descriptors (Schedule 3 of this Agreement) at a level which most accurately reflects the value of the work required to be performed and the duties and responsibilities of the position. University of Newcastle Secondary Descriptors, as published on the University Website, may be used to assist in the classifying of positions to the extent that they are consistent with the University of Newcastle Classification Descriptors. The Secondary Descriptors may be varied subject to consultation and agreement at the General Staff Consultative Committee.
- 9.2 Classification Descriptors will be applied consistently to avoid direct or potential discrimination. Classification relates to the role and not the occupant's performance or capabilities.
- 9.3 Each occupied position should be reviewed annually as to any change in work value by line management in discussion with the staff member as part of Performance Development Framework - Clause 7.
- 9.4 Each position should have a position description developed within the context of the work unit, to clearly describe the position's purpose, key functions and relationships, duties, responsibilities, activities and skills required.
- 9.5 The position review undertaken by the line manager will result in either no further action or a request for classification review if there is a perceived increase in work value. The staff member will be advised of the outcome of the position review in a timely manner.
- 9.6 In a group of like positions in an organisational area, change to any position may be considered in the context of the group, but this will not prevent a position from being considered for classification review as a separate position.

- 9.7 A recommendation for classification review supported by a revised position description may be made by the relevant Pro Vice-Chancellor/Director and then referred to the Associate Director, Employee Relations. The referral may include a proposed date of effect. If the recommendation is not supported, the Pro Vice-Chancellor/Director will advise the staff member of the reasons.
- 9.8 The Associate Director, Employee Relations (or nominee), will examine each referral and where necessary seek further details from line managers and staff members so that a recommendation of either no change or a reclassification to a higher level will be provided to the Deputy Vice-Chancellor (Services) for a determination.
- 9.9 The University will deal with a submission for classification review equitably and expeditiously. The review should be concluded no later than 2 months from receipt of the submission. In the event of a delay beyond 2 months in the evaluation of a submission, the University will advise the supervisor of the circumstances causing the delay, and an estimated time for an outcome.
- 9.10 The Associate Director, Employee Relations will advise the staff member, in writing, through the supervisor, of the Deputy Vice-Chancellor (Services)'s determination.
- 9.11 A staff member may make an application to the Deputy Vice-Chancellor (Services) for a review on the grounds:
- (i) that the process was not followed; or
  - (ii) that the position is not, or will not be, appropriately classified in accordance with Clause 9.1.
- 9.12 The matter will then be referred to Inquiry Officer - Clause 71. 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.
- 9.13 The review process and recommendation of the inquiry will be completed within 30 days wherever practicable.
- 9.14 The Deputy Vice-Chancellor (Services) will take into account any recommendations in determining the outcome of the application for reclassification (including, where applicable, the date of effect).
- 10.0 INCREMENTAL PROGRESSION**
- 10.1 Progress through the incremental salary points within each HEW level will ordinarily occur on an annual basis subject to satisfactory performance in accordance with the relevant classification level. Staff will be advised in writing of the reasons where incremental progression is denied.
- 10.2 Casual staff members will be eligible for incremental progression, in accordance with the salary scale of their HEW level, on an annual basis subject to the following:
- (i) eligibility for incremental progression will be calculated from the anniversary of the staff member's appointment or designated incremental progression date;
  - (ii) the staff member has been employed for 728 hours or more in the year preceding the anniversary date at their designated classification level or higher;
  - (iii) for the purposes of calculation of the 728 hours in (ii) above, each service year commencing with the established anniversary date, will be discrete and not cumulative;
  - (iv) any periods of service preceding a break in service of 12 months or more will not count for incremental purposes.
- 10.3 Any leave without pay in excess of 5 working days within 1 year for any purpose will not count for incremental purposes. Where a staff member has been granted a period of leave without pay which does not count as service, the appropriate date for subsequent increments will be deferred by the period of time equivalent to the period of leave without pay.
- 10.4 Staff members will be advised in writing of their designated incremental date on appointment or reclassification.
- 10.5 Where a staff member has a mix of fixed term contracts at various levels, the higher employment levels will count as service towards the lower level.

**11.0 PROBATION**

- 11.1 Staff members, other than casual staff members, may be engaged subject to a reasonable probationary period that is directly related to the nature of the work to be carried out and the nature of the employment. Probation does not apply where the staff member already has a continuing appointment or has previously been employed in the same or substantially similar role.
- 11.2 Staff members may be subject to a probationary period of up to 6 months. Probation may be extended for a further period of up to 6 months.
- 11.3 The relevant supervisor is responsible for ongoing and regular assessment of the staff member throughout the probationary period. The assessment of probationary staff will be directly related to their work as defined by the position description, the University of Newcastle Classification Descriptors and compliance with University Policies and Code of Conduct.
- 11.4 Probationary staff will be provided with periodic counselling to confirm progress or identify difficulties. Where concerns about performance are identified during probation, the staff member will be notified at the earliest opportunity. The staff member and supervisor will develop strategies for resolution, including relevant staff development.
- 11.5 At least one 1 month prior to the end of the probation period, the relevant Associate Director or equivalent will conduct a formal probation review. The Associate Director or equivalent will meet with the staff member as part of the review to discuss the staff member's performance and conduct, and identify any significant concerns. The Associate Director will prepare a written probation report and provide a recommendation.
- 11.6 The staff member will be provided with a copy of the probation report. The staff member will have 5 working days from receipt of the report to respond and/or provide additional information in relation to the probation report.
- 11.7 Following receipt of the probation report and the response from the staff member, the Director/Pro Vice-Chancellor or equivalent will forward the report and any response to the Director, Human Resource Services together with a recommendation that:
- (i) the appointment be confirmed;
  - (ii) the probationary period be extended for a nominated period; or
  - (iii) the appointment be terminated.
- The Director, Human Resource Services will review the recommendation and seek further details if necessary.
- 11.8 The staff member will be advised in writing by the Director, Human Resource Services of a decision, and reasons, to confirm appointment or extend the period of probation, or a recommendation that the appointment be terminated.
- 11.9 In the case of a recommendation that the appointment be terminated, the staff member may make a written request to the Director, Human Resource Services that the recommendation be reviewed in accordance with Inquiry Officer – Clause 71. Such a request must be made within 5 working days of written advice of the recommendation being given to the staff member by the Director, Human Resource Services.
- 11.10 The appropriate Deputy Vice-Chancellor will consider the probation report, recommendation, any material submitted by the staff member and any report arising from a review by an Inquiry Officer under Clause 71 and will decide that:
- (i) the appointment be confirmed; or
  - (ii) the probationary period be extended for a nominated period; or
  - (iii) the appointment be terminated with 2 weeks notice or payment in lieu of notice.
- 11.11 The appropriate Deputy Vice-Chancellor will inform the staff member of the decision in writing.

**12.0 PERFORMANCE CONCERNS**

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

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

### 13.0 UNSATISFACTORY PERFORMANCE

13.1 For the purposes of this clause:

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

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

13.2 Where action has been taken under Performance Concerns – Clause 12, and the supervisor is of the opinion that the performance of the staff member is unsatisfactory, the supervisor will meet with the staff member and discuss:

- (i) the details of the unsatisfactory performance;
- (ii) any mitigating circumstances or alternative views;
- (iii) the improvement required;
- (iv) activities designed to assist in improving performance (where appropriate);
- (v) the time within which reasonable improvement is to be achieved and maintained; and
- (vi) the potential consequences of continued unsatisfactory performance, which may include disciplinary action under Disciplinary Action - Clause 15.

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

13.4 Where the processes referred to above have not produced the required performance improvement(s), the supervisor will make a report in writing addressing the issues identified in Clause 13.2. The report will also include evidence and a record of the measures taken to remedy the unsatisfactory performance.

13.5 A copy of the report is to be provided to the staff member and the relevant Pro Vice-Chancellor/Director. The staff member may choose to:

- (i) respond in writing to the report within 10 working days of receipt of the report; and/or
- (ii) meet with the Pro Vice-Chancellor/Director to discuss the response and/or provide any further information.

13.6 The Pro Vice-Chancellor/Director, after taking into account the supervisor's report and any response provided by the staff member, may decide to:

- (i) take no further action;
- (ii) refer the matter back to the supervisor for a further review period; or
- (iii) recommend to the relevant Deputy Vice-Chancellor that disciplinary action be taken in accordance with Disciplinary Action - Clause 15.

The Pro Vice-Chancellor/Director will advise the staff member in writing of the decision.

13.7 The staff member may, within 5 working days of being provided with a report which includes a recommendation under Clause 13.6 (iii), request that the matter be referred to a Committee of Inquiry under Clause 72.

13.8 If the matter is referred to the Deputy Vice-Chancellor under Clause 13.6 (iii), the appropriate Deputy Vice-Chancellor will take into account:

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

- (ii) the staff member's response to the supervisor's report;
- (iii) the Pro Vice-Chancellors'/Directors' recommendation under Clause 13.6 (iii); and, if applicable
- (iv) any findings and recommendations of the Committee of Inquiry under Clause 72.

The appropriate Deputy Vice-Chancellor will make a determination in relation to Disciplinary Action - Clause 15, and advise the staff member in writing of the decision.

13.9 Throughout this process, performance concerns will be dealt with in a timely manner.

#### 14.0 MISCONDUCT / SERIOUS MISCONDUCT

14.1 For the purpose of this clause:

14.1.1 "**Misconduct**" means conduct which is not serious misconduct but which is nonetheless conduct which is unsatisfactory;

14.1.2 "**Serious Misconduct**" has its ordinary meaning and includes:

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

14.2 Where a matter which may involve misconduct or serious misconduct has been dealt with as if it were a case of Unsatisfactory Performance - Clause 13, it cannot be dealt with under this Clause.

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

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

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

- 14.5 The appropriate Deputy Vice-Chancellor, may at any time after receiving the allegation of misconduct/serious misconduct suspend the staff member on full pay in situations such as where the continued presence of the staff member in the workplace:
- (i) constitutes a risk to the health and safety of a person; and/or
  - (ii) poses a threat to the reputation, viability or profitability of the institution; and/or
  - (iii) interferes with evidence relevant to an investigation.
- During a period of suspension a staff member will be provided with reasonable access to the workplace to prepare a case and collect personal property.
- 14.6 Subsequent to the process set out in Clause 14.4 (ii) for referral to an external body, the staff member will be provided by the University with the detail of the findings and be given an opportunity to provide the Deputy Vice-Chancellor with a statement in response.
- 14.7 If at Clause 14.4 (i) the allegations are admitted in full by the staff member, or if the staff member has not responded to the allegations, and the appropriate Deputy Vice-Chancellor is of the view that the conduct amounts to misconduct or serious misconduct, the appropriate Deputy Vice-Chancellor may decide to take disciplinary action, and if so, will advise the staff member in writing of the decision and the operative date of the disciplinary action.
- 14.8 If at Clause 14.4 (i) the allegations are denied in part or in full the appropriate Deputy Vice-Chancellor will refer the matter to a Committee of Inquiry - Clause 72 unless they decide to take no further action, or counsel or censure the staff member for unsatisfactory behaviour and take no other action.
- 14.9 Any Committee of Inquiry report, and/or findings of an external body in accordance with Clause 14.4 (ii), together with any response made by the staff member at Clause 14.6, will be considered by the appropriate Deputy Vice-Chancellor, who will determine:
- (i) there is no misconduct/serious misconduct and take appropriate action; or
  - (ii) to counsel or censure the staff member; or
  - (iii) that misconduct/serious misconduct has occurred and advise the staff member of the disciplinary action to be taken.

## **15.0 DISCIPLINARY ACTION**

- 15.1 Decisions to discipline a staff member may result from:
- (i) Unsatisfactory Performance - Clause 13; or
  - (ii) Misconduct / Serious Misconduct - Clause 14.
- 15.2 The decision to take disciplinary action is made by the Vice-Chancellor or appropriate Deputy Vice-Chancellor. Disciplinary action means any one or combination of the following:
- (i) counselling; and/or
  - (ii) further training and development; and/or
  - (iii) formal censure; and/or
  - (iv) loss of increment(s); and/or
  - (v) demotion; or
  - (vi) termination alone.
- 15.3 In cases involving misconduct not amounting to serious misconduct, disciplinary action will be limited to the scope of Clause 15.2 (i) – (v).

## **16.0 STAFF REPORTS**

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

**PART C: PROFESSIONAL DEVELOPMENT****17.0 STAFF DEVELOPMENT**

17.1 The University will provide opportunities for staff to participate equitably in development activities which will be within the resources available and subject to the approval of the manager. The University also acknowledges the critical importance of career progression to the effective and efficient operation of the University, and for the recognition of its staff. This may be facilitated through Performance Development Framework - Clause 7.

**18.0 INDUCTION**

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

**19.0 STUDY LEAVE, EXAMINATION LEAVE AND REIMBURSEMENT OF FEES**

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

19.2 Full-time or part-time staff members who are continuing or contingent, or have a fixed term employment contract of at least 12 months, are eligible to apply for study leave and/or examination leave and/or reimbursement of fees.

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

19.4 Study leave and/or examination leave, including travel time associated with attending examinations, when granted, will be accordance with Clause 19.5.

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

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

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

Study Leave:

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

- 19.7 A staff member may seek a review of a decision regarding study leave and/or examination leave and/or reimbursement of fees from the appropriate Deputy Vice Chancellor, or nominee.
- 19.8 The University will reimburse fees for eligible staff members undertaking an approved program of study, in line with the relevant University policy on reimbursement of fees.

#### **PART D: MANAGING CHANGE**

##### **20.0 ORGANISATIONAL CHANGE**

- 20.1 Where workplace change is being considered, the University will consult with and provide relevant information to affected staff, including staff on extended periods of leave, in order to work towards mutually acceptable solutions and/or alternatives. Where the workplace change is significant or where staff have concerns regarding the change, consultation will include the Unions.
- 20.2 Should mutually acceptable solutions or alternatives not be achieved and where the University is considering workplace change that is likely to have a significant impact on staff, such as:
- (i) the termination of the employment of staff members; or
  - (ii) major change to the composition, operation or size of the University's workforce or to the skills required of staff members; or
  - (iii) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - (iv) the alteration of hours of work; or
  - (v) the need to retrain staff members; or
  - (vi) the need to relocate staff members to another workplace; or
  - (vii) the restructuring of jobs.
- the following will apply:
- (a) The management of workplace change will be conducted objectively and transparently according to an appropriate timeframe.
  - (b) The University will give prompt and genuine consideration to matters raised by staff and the Unions in relation to the proposed changes.
  - (c) Options such as attrition, voluntary separation, job redesign, redeployment, training and development, use of leave by agreement, conversion to part-time employment, relocation support, secondment and transfer will be considered, wherever possible, to avert or minimise potential redundancy.
- 20.3 The University will draft a Consultation Paper to facilitate consultation with, and provision of information to, affected staff and the Unions. The Consultation Paper will address:
- (i) an explanation of the University's rationale, process and quantifications that lead to the requirement for change;
  - (ii) means and timeframe for change;
  - (iii) identification of the positions affected and the stakeholders on whom the change will impact;
  - (iv) financial, staffing and training implications; and
  - (v) the measures to be taken to avert or mitigate adverse impact on staff.
- 20.4 The University will meet with affected staff and the Unions to discuss the Consultation Paper.
- 20.5 The Consultation Paper will be placed on the University website and staff and the Unions will be given the opportunity to provide comments, recommendations and submissions.
- 20.6 The University will consider the comments, recommendations and submissions and provide feedback to the staff member(s) and the Union(s).



- 20.7 The Consultative Committee(s) will have an opportunity to comment on the process of consultation that has occurred and the issues raised and make any recommendation(s). These recommendations will be considered and may be reflected in the Proposal referred to in Clause 20.8.
- 20.8 The University will prepare a formal Proposal which includes the details specified in Clause 20.3 above and the outcome of any consultations.
- 20.9 The University will forward the Proposal to affected staff and the Unions. The Proposal will also be published on the University website.
- 20.10 The Proposal and any recommendations will be forwarded to the Vice-Chancellor for consideration and determination.

## **21.0 JOB REDESIGN**

- 21.1 The University will utilise job redesign, consistent with other provisions of this Agreement, so as to:
- (i) fully utilise staff members' potential and enhance their skills, knowledge and career opportunities, subject to University needs, and consistent with the University of Newcastle Classification Descriptors - Schedule 3 of this Agreement;
  - (ii) promote job security and not diminish work value, conditions or level;
  - (iii) provide the flexibility necessary for the University to achieve its strategic objectives.
- 21.2 The University will provide training and development programs for staff in support of job redesign where necessary.
- 21.3 Where a position is redesigned the position may need to be evaluated to ensure correct classification.
- 21.4 If a staff member is dissatisfied with the outcome of the job redesign process, the staff member may raise their concerns with the Director, Human Resource Services, who will investigate and make a recommendation to the Deputy Vice-Chancellor (Services) for determination to resolve the matter.

## **22.0 REDEPLOYMENT AND REDUNDANCY**

### **22.1 Voluntary Separation**

- 22.1.1 Where a position is no longer required the incumbent may become a detached staff member. The detached staff member will be notified in writing as soon as possible.
- 22.1.2 The staff member will have a period of 4 weeks from the date of the notice in Clause 22.1.1 within which to elect to do one of the following:
- (i) accept a separation package, to be taken up within a period of 2 weeks, comprising:
    - (a) 26 weeks salary; plus
    - (b) 2 weeks salary for each completed year of service at the University up to a combined maximum of 52 weeks; and
    - (c) a 10% loading on the above combined total; and
    - (d) statutory entitlements; or
  - (ii) seek redeployment and remain as a detached staff member for a period of up to 26 weeks. The date of commencement of the 26 week period is the date of notification of becoming a detached staff member.
- 22.1.3 If the staff member has not taken one of the options outlined in Clause 22.1.2 above they will be deemed to have chosen the option in Clause 22.1.2 (ii).

### **22.2 Redeployment**

- 22.2.1 A staff member who has elected the option in Clause 22.1.2 (ii) will have preference of appointment to suitable alternative positions 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.

- 22.2.2 The salary of a detached staff member will be maintained during the period of redeployment.
- 22.2.3 Wherever possible, the University will endeavour to redeploy staff into a position equal to the staff member's substantive position at the time they were declared detached. Where a staff member accepts redeployment to a lower level position prior to the conclusion of the redeployment period in Clause 22.1.2 (ii), they will receive salary maintenance for a period of 26 weeks from the date of detachment.
- 22.2.4 The University will allocate suitable temporary work to the detached staff member. Wherever possible, the staff member will continue to work at the same work value/classification level during the period of detachment/redeployment.
- 22.2.5 If a staff member elects to be redeployed in accordance with Clause 22.1.2 (ii), they may, at a later date elect to be made redundant at any time during the 26 week period mentioned in Clause 22.1.2 (ii) above. Should this occur they will receive a payment in accordance with Clause 22.3.1.
- 22.2.6 During the redeployment period of 26 weeks, the staff member will be provided with training and development where additional skills are required, subject to approval by the Director, Human Resource Services, and:
- (i) may take reasonable time to attend job interviews and undertake job search; and/or
  - (ii) may have reasonable time to attend and be provided with financial and personal counselling; and/or
  - (iii) be provided with assistance, wherever practical, by Human Resource Services.
- 22.2.7 Where a staff member has chosen to exercise the right of preference of employment for a particular position in reference to Clause 22.2.1, a Selection Committee will determine the suitability of any applicant for redeployment to the position on the basis of fair and objective criteria. The Committee will recommend one of the following options:
- (i) that the position be offered to the staff member (or the preferred applicant, where more than one detached staff member applies). The Committee may decide the applicant should be given 3 months appropriate training to acquire skills for the position;
  - (ii) redeployment for a trial period of 3 months, with training where the applicant lacks relevant and related experience in a similar work field. The manager will review the redeployment at the end of 3 months and either confirm the appointment (with further training if deemed necessary) or, if either the manager or the staff member considers the trial is unsuccessful, discuss further options for redeployment with the staff member; and/or
  - (iii) that any or all of the applicants are not suitable for redeployment to the available position.
- 22.2.8 In relation to Clause 22.2.7 (iii), staff not successful in being redeployed to an available position will have access to the Inquiry Officer procedure - Clause 71.

### 22.3 Redundancy

- 22.3.1 If separation or successful redeployment has not occurred within the 26 weeks following the notification of becoming a detached staff member, the staff member will become redundant and be provided with a redundancy package which comprises:
- (i) 26 weeks salary; plus
  - (ii) 2 weeks salary for each year of service completed at the University, up to a combined maximum of 52 weeks; and
  - (iii) statutory entitlements.
- 22.3.2 Where reasonable offers of redeployment at the same HEW level, and training and development are refused by a detached staff member, the Director, Human Resource Services will review each case with a view to recommending:

- (i) a further offer of redeployment and/or training and development; or
- (ii) the immediate provision of a redundancy package as outlined in Clause 22.3.1.

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

### **23.0 SECONDMENT**

23.1 Secondment opportunities will be promoted through an open Expressions of Interest process unless operational requirements make this impracticable.

23.2 Secondment for a defined period may be:

- (i) offered by the University and agreed to by the staff member; or
- (ii) requested by the staff member and agreed to by the University; or
- (iii) directed by the Director, Human Resource Services, following consultation by line management with the affected staff member.

23.3 The details and conditions of the secondment, including return arrangements, will be offered and agreed to in writing. Where the secondment is directed under Clause 23.2 (iii), secondment will be at or above the substantive level and there will be a right of return to the substantive position and primary place of work.

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

### **24.0 TRANSFER OR PLACEMENT**

24.1 Subject to the staff member's skills and experience, transfer or placement at the same substantive level or higher may be:

- (i) offered by the University and agreed to by the staff member; or
- (ii) requested by the staff member and agreed to by the University; or
- (iii) directed by the Director, Human Resource Services, following consultation by line management with the affected staff member.

24.2 Specific details relating to the transfer or placement will be confirmed in writing.

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

## **PART E: SEPARATION FROM EMPLOYMENT**

### **25.0 RESIGNATION AND TERMINATION**

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

- (i) Probation - Clause 11;
- (ii) Unsatisfactory Performance - Clause 13;
- (iii) Misconduct / Serious Misconduct - Clause 14;
- (iv) Disciplinary Action - Clause 15;
- (v) Redeployment and Redundancy - Clause 22;
- (vi) Abandonment of Employment – Clause 26; and
- (vii) Incapacity - Clause 27.

**25.2 Resignation**

25.2.1 A staff member, other than a casual staff member, who intends to resign from their employment with the University, must give at least 2 weeks written notice of the date of termination or be subject to the forfeiture of 2 weeks pay or part thereof. However, where requested by a staff member, the University may reduce the required period of notice.

**25.3 Termination**

25.3.1 Where the University terminates the employment of a staff member the staff member will be given notice and/or compensation as provided in the table below, except where greater notice and/or compensation 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 compensation.

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

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.

25.3.2 The employment of a casual staff member may be terminated by the University by the giving of 1 hour's notice, or the minimum period of engagement, whichever is the greater.

**26.0 ABANDONMENT OF EMPLOYMENT**

26.1 Where a staff member has been absent from duty for a continuous period of 5 working days without advice to their supervisor or the approval of the University, the following will apply:

- (i) The University will make reasonable attempts to contact the staff member (including a registered letter), using their most currently available contact details, requiring the staff member to provide an explanation for the absence.
- (ii) The staff member will be on unauthorised leave without pay for the period of the absence.
- (iii) If there was reasonable cause for the absence, the staff member may apply for an appropriate form of leave to cover the absence.
- (iv) If the staff member does not establish to the satisfaction of the appropriate Deputy Vice-Chancellor that there was a reasonable cause for the absence, and the staff member seeks to resume duty, the matter may be dealt with as possible misconduct under Misconduct/Serious Misconduct – Clause 14.
- (v) If the staff member fails to respond within 10 working days of the date of the registered letter under Clause 26.1 (i), the staff member will be deemed to have abandoned his/her employment. In this case, the staff member will be entitled only to payment up to the last day of attendance for duty or authorised leave.

**27.0 INCAPACITY**

27.1 Where a staff member's capacity to perform their duties is in doubt due to ill health, the University will consider mechanisms such as reasonable adjustment and appropriate use of leave options to support the staff member's return to full duties within a reasonable timeframe. Consideration will be given as to whether the duties may be permanently modified. This process will be undertaken in consultation with the staff member.

- 27.2 Where issues of incapacity cannot reasonably be resolved under Clause 27.1, the University may require the staff member to undergo a medical examination by a medical practitioner chosen by the University at the expense of the University.
- 27.3 The University will provide the staff member with written notice of the medical appointment at least 1 month prior to the date of the appointment. The staff member and the University may agree to a different notice period.
- 27.4 Where, prior to the expiry of the period of notice, the staff member applies to the staff member's superannuation fund for ill-health retirement or temporary disability benefit under the rules of the superannuation fund, the requirement for a medical examination under Clause 27.2 will lapse and subject to Clause 27.5, no further action will be taken under this clause.
- 27.5 Where the superannuation fund decides that the staff member is capable of resuming work and the Vice-Chancellor elects to dispute this decision, the Vice-Chancellor may direct the staff member to attend a medical examination in accordance with Clause 27.2 and then proceed in accordance with the remainder of this clause.
- 27.6 A copy of the medical report made by the medical practitioner required under Clause 27.2 will be made available by the University to the staff member concerned on receipt, or to the staff member's doctor if medical advice is given to that effect.
- 27.7 If the medical report states that the staff member is or will be able to perform the inherent requirements of their substantive position within 6 months of the date of the report (Clause 27.6), action in relation to this clause will cease, subject to the staff member resuming their duties on or before the expiration of that period. The University will consider the medical report and any advice from the staff member's treating doctor in constructing an appropriate return to work plan. If the staff member does not resume duties within the 6 month period, the Vice-Chancellor will consider any further medical report(s) and may:
- (i) notify the staff member of the decision to terminate their employment by reason of ill health; or
  - (ii) extend the period for a further period of no more than 3 months. Should the staff member not resume duty in that period, the Vice-Chancellor may notify the staff member of the decision to terminate their employment by reason of ill-health.
- 27.8 If the medical report states that the staff member is unable to perform the inherent requirements of their substantive position and is unlikely to be able to resume those duties within 6 months of the date of the report referred to in Clause 27.6, the staff member may, within 10 working days of receipt of the medical report, request a review of the medical report.
- 27.9 The review of the medical report will be conducted by an independent medical practitioner with the relevant area of expertise, agreed upon by both the University and the staff member or their representative. If the parties are unable to agree on a suitable medical practitioner, then the University will request the President of the New South Wales branch of the Australian Medical Association to nominate a suitable medical practitioner to carry out the review.
- 27.10 If the review under Clause 27.9 indicates that the staff member is able to resume duty within 6 months from the date of the initial report referred to in Clause 27.6, action will be taken in accordance with Clause 27.7.
- 27.11 If a review of the medical report is not requested by the staff member or if the review confirms a finding of incapacity to resume duty, the Vice-Chancellor may notify the staff member of the decision to terminate their employment by reason of incapacity. The notice of termination due to incapacity, or pay instead of notice, will be 6 months.
- 27.12 In making an assessment as to whether a staff member is unable to perform his or her duties and is unlikely to be able to resume them within a reasonable period, the medical practitioner or panel of medical practitioners appointed pursuant to this clause should, 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.
- 27.13 The provisions of this clause do not override New South Wales Workers Compensation legislation.

**PART F: WORKING ENVIRONMENT****28.0 INTELLECTUAL PROPERTY RIGHTS**

- 28.1 Subject to legislative provisions on moral and intellectual property rights, the following principles will apply to the management of intellectual property:
- 28.1.1 The University asserts ownership of intellectual property created by originators in the course of their employment with the University unless specified otherwise.
  - 28.1.2 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.
  - 28.1.3 The rights and responsibilities of originators and managers of intellectual property are to be properly communicated to staff.
- 28.2 Nothing in this clause prevents a staff member from entering into a commercial agreement with the University.
- 28.3 Disputes regarding intellectual property rights may be referred to the Inquiry Officer – Clause 71.
- 28.4 Nothing in this clause will be construed as excluding the jurisdiction of any external body competent to deal with intellectual property rights.

**29.0 INTELLECTUAL FREEDOM**

- 29.1 The parties to the Agreement are committed to act in a manner consistent with the protection and promotion of intellectual freedom within the University.
- 29.2 Staff members have the right to freedom of opinion and expression. This right includes freedom to hold opinions without interference and to seek, receive and impart information and ideas through any media.
- 29.3 Staff members providing statements / public comment on behalf of the University may only do so in accordance with the appropriate authorisation / delegation and the University Code of Conduct.
- 29.4 The University will encourage staff to participate in governance of the institution. The University is committed to operating in a transparent manner.

**30.0 EQUITY AND EQUAL EMPLOYMENT OPPORTUNITY**

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

**31.0 DISCRIMINATION, HARASSMENT, BULLYING AND VICTIMISATION**

- 31.1 The University is committed to preventing and eliminating all forms of unlawful discrimination and harassment.
- 31.2 The University will comply with its obligations under the Federal and NSW legislation relating to discrimination.
- 31.3 The University will not tolerate discrimination, harassment, bullying or victimisation. Where there is an allegation relating to this type of behaviour, the University will act promptly to address the matter. This includes eliminating the potential for such behaviour and providing appropriate support.
- 31.4 In the event of alleged discrimination, harassment, bullying or victimisation, a staff member or their representative may refer the matter to the University's Complaints Procedure or notify a dispute under the Dispute Resolution Procedure - Clause 73.
- 31.5 Nothing in this clause will be construed as excluding the jurisdiction of any external body competent to deal with alleged discrimination, harassment, bullying and victimisation.

**32.0 OCCUPATIONAL HEALTH, SAFETY AND WELFARE**

- 32.1 The University will comply with the Occupational Health and Safety Act 2000 (NSW) and the Occupational Health and Safety Regulation 2001 (NSW) and other associated regulations. In addition, the University will continue to promote Occupational Health and Safety and Welfare and maintain and enhance the University's policy and management framework, including the assignment of responsibilities and training, to improve Occupational Health and Safety and Welfare.

32.2 Concerns regarding occupational health and safety may be resolved by reference to the University's Occupational Health and Safety Committee. Should this avenue fail to resolve the concerns the matter may then be referred to the Dispute Resolution Procedure - Clause 73.

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

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

### **33.0 STAFF COUNSELLING AND ASSISTANCE**

33.1 The University will provide timely access to a counselling service for staff members and their families through an Employee Assistance Program.

33.2 The University will report annually to the General Staff Consultative Committee on the operation of the Employee Assistance Program.

### **34.0 DEPENDENT CARE SUPPORT**

34.1 The University will reimburse a staff member for costs incurred for dependent care support based on the lesser of the actual costs incurred or the applicable rate at the Kintaiba Centre at the University of Newcastle where, at short notice and by agreement with the staff member:

- (i) the staff member is required to travel away from their normal work location for University purposes; or
- (ii) the staff member is directed either to work additional hours or to attend a conference or training course outside the staff member's regular hours of work; and
- (iii) expenses in addition to normal dependent care expenses will be incurred by the staff member; and
- (iv) approval for reimbursement of expenses is obtained from the University by the staff member prior to the arrangement.

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

35.1 The University will compensate a staff member to the extent of damage sustained to personal property where such damage is sustained:

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

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

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

## **PART G: REMUNERATION ARRANGEMENTS**

### **36.0 SALARY**

36.1 This Agreement provides for the following salary increases for all staff covered by this Agreement.

2010	2% from 31 March	2% from 1 October
2011	2% from 1 March	2% from 1 October
2012	2% from 1 March	2% from 1 October
2013	2% from 1 March	2% from 30 June

36.2 Subject to approval by ballot on or before 17 December 2010 the University will pay a one off sign on bonus of \$500 per full time equivalent ongoing, contingent and fixed-term staff member in the next practicable pay period.

36.3 Salaries, allowances and casual rates will be paid in accordance with Schedule 1 - Rates and Allowances.

### **37.0 SALARY PACKAGING**

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

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

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

#### **38.1 Apprentices**

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

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

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

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

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

#### **38.3 Traineeships**

Notwithstanding the rates of pay provided in Rates to be Paid for Higher Education Workers - Schedule 1 of this Agreement, nothing will prevent the University employing a person under a Traineeship Agreement registered with the New South Wales Department of Education and Training and making payment in accordance with the relevant training award.

### **39.0 SUPERANNUATION**

39.1 The University will maintain the current employer contributions and arrangements for superannuation that are in effect as at the date of lodgment of this Agreement with Fair Work Australia, subject to those arrangements being consistent with the UniSuper Trust Deed and its application.

39.2 Contributions for existing staff who are members of UniSuper will continue to be made to UniSuper. Contributions for existing staff who are members of NSW State Superannuation Scheme or NSW State Authorities Superannuation Scheme will continue to be made to NSW State Superannuation Scheme or NSW State Authorities Superannuation Scheme. Contributions for new staff, other than those staff transferring membership in NSW State Superannuation Scheme or NSW State Authorities Superannuation Scheme, will be consistent with the UniSuper Trust Deed and its application.

39.3 Should any amendment to the UniSuper Trust Deed make it possible for employer contributions to be varied, the University may allow such flexibility at the staff member's request. Any reduction in the employer superannuation contribution will be paid as salary.



**40.0 OVERTIME**

- 40.1 The University may require a staff member to work reasonable overtime which will be paid in accordance with this clause. Wherever possible, a staff member will be given at least 48 hours notice of any overtime to be worked. A staff member will not be required to work overtime if the staff member informs the University of circumstances which would make the requirement to work overtime unreasonable.
- 40.2 Approval to work overtime must be given by the appropriate manager prior to the commencement of overtime. Staff members who choose to work additional hours of their own volition are not entitled to be granted overtime.
- 40.3 Overtime worked outside ordinary or rostered hours of duty as required by the University:
- (i) will be paid for at the rate of 1.5 times the ordinary rate of pay for the first 2 hours and 2 times the ordinary rate of pay thereafter until completion of the overtime work;
  - (ii) between midnight Saturday and midnight Sunday will be paid for at 2 times the ordinary rate of pay;
  - (iii) on a public holiday will be paid at 2.5 times the ordinary rate of pay;
  - (iv) for work on Sundays or public holidays will have a minimum payment of 4 hours at the appropriate overtime rate with the exception of essential work for feeding animals, watering etc., then the minimum payment will be 3 hours;
  - (v) for Caretakers (Residential Colleges), between midnight Friday and midnight Sunday will be paid at the rate of 2 times the ordinary rate of pay;
- 40.4 When overtime work is necessary it will be so arranged that:
- (i) staff members have at least 10 consecutive hours off duty between the work of successive days;
  - (ii) if the staff member has not had at least 10 consecutive hours off duty between the completion of overtime and the commencement of ordinary duty, the staff member will not be required to report for duty until at least 10 hours has elapsed since the completion of overtime;
  - (iii) if, on the instructions of the University, a staff member resumes or continues work, in terms of 40.4 (ii) above without having had 10 consecutive hours off duty, they will be paid at overtime rates until released from duty. The staff member will be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence;
  - (iv) the provisions of 40.4 (i) – (iii) will apply in the case of shift workers as if 8 hours were substituted for 10 hours when overtime is worked for the purpose of changing shift rosters, or where a shift worker does not report for duty and a day worker or a shift worker is required to replace such shift worker.
- 40.5 Where a staff member has been instructed to report for duty for pre-arranged overtime on a day which they would not have been required to work and on reporting for duty on that day finds that no overtime is available, the staff member will be paid 3 hours overtime at the overtime rate for that day.
- 40.6 Each day's overtime will stand alone and will be calculated to the nearest quarter of an hour.
- 40.7 A staff member called back for work after leaving the University's premises will be paid for a minimum of 4 hours at the appropriate overtime rate for that period. Each call-back will stand alone. This clause will not apply in cases where it is customary for a staff member to return to the University's premises to perform pre-arranged overtime or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of normal working time.
- 40.8 A staff member who has the permission of the University to work flexible work arrangements may work in excess or outside of the prescribed ordinary hours of work in a day or a week subject to the limits specified from time to time by the University. Time worked to accumulate flexible or variable working hours credits or to extinguish debits will not attract overtime payments.

- 40.9 Where a part-time staff member works more hours per week than their ordinary part-time hours of work per week, but not in excess of the ordinary hours of duty for a full time staff member in the same classification, the staff member will be paid at the ordinary rate of pay for each additional hour so worked.
- 40.10 The calculation of the payment of overtime will not exceed the maximum salary rate applicable to HEW 7 in accordance with Rates to be Paid for Higher Education Workers - Schedule 1.
- 40.11 Where overtime is worked in accordance with this clause a staff member may request to be granted time off in lieu (T.O.I.L.) of the overtime payment. T.O.I.L.:
- (i) must be agreed by the manager prior to the overtime being worked;
  - (ii) will be taken at a time mutually convenient to the University and the staff member;
  - (iii) is calculated as the equivalent of the full overtime payment in hours as specified in Clause 40.3 which would have been payable as overtime;
  - (iv) can be accrued on a quarterly basis;
  - (v) when not taken within a 3 month period, the University may, with reasonable notice, direct the staff member to take the time off in lieu or the staff member will be paid at the applicable overtime rate; and
  - (vi) can be accumulated by a staff member to a maximum of 35 hours.

#### **41.0 ALLOWANCES**

- 41.1 Allowances will be paid to eligible staff in accordance with Allowances - Schedule 2, except as provided in Relieving Allowance – Clause 42, Higher Duties Allowance – Clause 43, After Hours Availability – Clause 44 and Aboriginal and Torres Strait Islander Employment – Clause 47.
- 41.2 The following allowances will be paid at the rates shown in Schedule 2 from the date this Agreement takes effect and then adjusted by the same percentage and with the same date of effect as the adjustments to the rates of pay under this Agreement:
- (i) First Aid Allowance;
  - (ii) Electricians Allowance; and
  - (iii) High Voltage Allowance.

#### **42.0 RELIEVING ALLOWANCE**

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

#### **43.0 HIGHER DUTIES ALLOWANCE**

- 43.1 A higher duties allowance may be paid where a staff member is required to perform duties at a higher classification or to perform tasks related to a specific task or project for a period of at least 5 consecutive days.

- 43.2 These allowances will be paid where:
- (i) a staff member performs the duties of a higher classified position;
  - (ii) those duties comprise a significant proportion of the work undertaken by the staff member; and
  - (iii) the work value of those duties is clearly greater than the substantive level, as assessed using the University of Newcastle Classification Descriptors.
- 43.3 The allowance will be determined based on the level of responsibility and the nature of the duties undertaken by reference to the Classification Descriptors.
- 43.4 The staff member will be paid the higher duties allowance rate during periods of personal leave, annual leave and long service leave, provided that periods of such leave are reasonable and within the period of higher duties.
- 43.5 Consideration should be given to equitable access to higher duties opportunities. Higher duties allowances will be approved by the appropriate delegated officer.
- 43.6 Higher duties allowances may be utilised for a maximum 2 year period, at which time a formal review of the circumstances will be undertaken.

#### **44.0 AFTER HOURS AVAILABILITY**

##### **44.1 On Call**

- 44.1.1 Where the University needs to ensure after hours continuity of service, staff members who are required to be contactable and available to perform extra duties will be rostered.
- 44.1.2 A staff member who is rostered on-call will be paid an allowance in accordance with Schedule 2 – Allowances.
- 44.1.3 The following provisions apply:
- (i) A staff member who is rostered to be on call will be advised in writing of the roster arrangements.
  - (ii) Subject to University standards and effectiveness, tasks may be performed without having to return to the University.
  - (iii) A staff member cannot be required to be on call during a rostered day off (RDO), Time Off In Lieu of Overtime payment (T.O.I.L), or flextime, though the staff member may agree to be rostered. Such entitlements will be re-credited based on the amount of any duty performed in cases of voluntary rostering.
  - (iv) A staff member will not be rostered on call during any period of leave. Where a staff member who is on leave responds and performs additional duties as requested whether or not (involving a return to the workplace), the staff member will be paid in accordance with Overtime – Clause 40.
- 44.1.4 A staff member required to perform additional duties as a result of being on call:
- (i) who is required to return to the workplace will be paid in accordance with Overtime - Clause 40, and will be reimbursed for the reasonable cost of transport.
  - (ii) who is not required to return to their workplace, will be paid at the relevant overtime or weekend/public holiday rates, subject to a minimum payment of 1 hour.

##### **44.2 Emergency**

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

#### 45.0 WORK RELATED TRAVEL

- 45.1 Where a staff member is directed to undertake work away from their primary place of work, including duties performed either within or outside Australia, all duties will be treated as time worked for the purposes of this Agreement including:
- (i) a staff member working away from their primary place of work who is required to travel outside their ordinary hours of work is entitled to be paid at the ordinary hourly rate for the time taken in travelling, or to take time off in lieu on an equivalent basis, by agreement between the staff member and their manager.
  - (ii) where a staff member is required to work away from their primary place of work for all or part of a day, the period of travel time to be counted as work time will be the difference between their usual travelling time from home to their primary place of work and return, and the total amount of time spent travelling that day.
- 45.2 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.

### **PART H: EMPLOYMENT ARRANGEMENTS**

#### 46.0 CATEGORIES OF EMPLOYMENT

- 46.1 At the time of appointment the University will provide the staff member with an instrument of appointment that stipulates:
- (i) the type of employment, the duties, the primary place of employment, the reporting relationships, the superannuation scheme and the University's contribution level;
  - (ii) the classification level and salary of the staff member on commencement of the employment, and the hours and/or the fraction of full-time hours to be worked;
  - (iii) for contingent employment, specify the contingency;
  - (iv) for a fixed-term staff member, the period of the employment with a starting and finishing date;
  - (v) for a casual staff member, the duties required, the number of hours required, the rate of pay; and a statement that any additional duties required during the term will be paid for;
  - (vi) for a staff member on probation, the length and terms of the probation; and
  - (vii) other main conditions of employment, including any right to apply for conversion.
- 46.2 All staff members will be entitled to a written statement of service stating the period of employment and the duties performed.
- 46.3 **Additional employment**
- 46.3.1 Nothing in this Agreement prevents a staff member from engaging in additional work with the University as a casual staff member for work unrelated to, or identifiably separate from, the staff member's normal duties.
- 46.3.2 Additional employment must not adversely affect the discharge of the staff member's primary duties and responsibilities.
- 46.4 Continuing, fixed-term and contingent employment may be on a full-time or a part-time basis. Part-time entitlements are paid on a pro rata basis calculated according to the fraction of full-time hours worked.
- 46.5 Categories of employment include:
- (i) **'Continuing Employment'** means all employment that is not contingent, fixed-term or casual employment, and for which there is no set date for the employment to cease.

- (ii) **'Contingent Employment'** means employment provided from identifiable funding external to the University (not being the operating grant) for the life of a specific task or project or for the duration of the funding. Such employment has no fixed end date and the contract is not terminable by the University, other than during a probationary period, or for unsatisfactory performance, or for serious misconduct (in which case the procedures and notice in Probation - Clause 11, Unsatisfactory Performance - Clause 13, Misconduct/Serious Misconduct – Clause 14 apply), or by the occurrence of the contingency.
- (iii) **'Fixed-Term Employment'** means employment for a specified term, for which the instrument of engagement will specify the starting and finishing dates and for which during the term of employment the contract is not terminable by the University, other than during a probationary period, or for unsatisfactory performance, or for serious misconduct (in which case the procedures and notice in Probation - Clause 11, Unsatisfactory Performance - Clause 13, Misconduct/Serious Misconduct – Clause 14 apply), or where the work is no longer required to be undertaken, in which case the fixed term staff member is entitled to payment equivalent to either 6 months salary or the balance of the contract, whichever is the lesser.
- (iv) **'Casual Employment'** means employment by the hour and paid on an hourly basis that includes a loading of 23% (from 01/01/2011, a loading of 24% and from 01/01/2012, a loading of 25%) in lieu of benefits in this Agreement that are not provided to casual staff.
- (v) **'Apprentice'** staff member means a staff member who is indentured as an apprentice. An 'Adult Apprentice' means an apprentice who is over 21 years of age.

#### 46.6 Categories of Fixed-term Employment

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

##### 46.6.1 Specific task or project

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

##### 46.6.2 Research

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

##### 46.6.3 Replacement Staff member

"Replacement Staff member" means a staff member:

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

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

**46.6.4 Recent professional practice required**

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

**46.6.5 Apprenticeship, Traineeship, Cadetship**

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

**46.6.6 Pre-retirement contract**

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

**46.6.7 Post-retirement contract**

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

**46.6.8 Fixed-term contract employment subsidiary to studentship**

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

- (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 Clause 46.6.8 will not be made on the condition that the person offered the employment undertake the studentship.

**46.6.9 New organisational area**

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

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

**46.6.10 Disestablished organisational area**

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

**46.7 Contingent & Fixed-term Employment****46.7.1 Notice at Expiry of Contingent or Fixed Term Employment**

46.7.1.1 The University will provide:

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

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

46.7.1.2 The notice under 46.7.1.1 will be the greater of:

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

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

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

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

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

#### 46.7.2 Offer of Further Employment

Other than in exceptional circumstances, at the time of giving the notice required by Clause 46.7.1.1 (ii), where that decision is to continue the position with the same or substantially similar duties, the incumbent will be offered further employment in the position provided that:

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

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

46.7.3.1 Where further employment is offered under Clause 46.7.2 and the role is ongoing in nature, the staff member may apply for conversion to continuing employment on the same salary and classification.

46.7.3.2 The University will not unreasonably refuse conversion and will advise the staff member of the outcome in writing. Generally, applications for conversion would not be approved in the following circumstances:

- (i) where the staff member was replacing another staff member on leave or secondment from the workplace; or
- (ii) where the staff member was employed on a pre-retirement or post retirement contract; or
- (iii) where the position held by the staff member was one specifically designated for University of Newcastle students; or
- (iv) where the position was for a specific task or project; or
- (v) where the position is funded from an identifiable source(s) external to the University, not being funding that is part of an operating grant.

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

**46.7.4 Severance Pay**

Where the staff member seeks to continue the employment, severance pay is payable on the following basis:

46.7.4.1 on termination of a fixed term contract of employment where:

- (i) 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
- (ii) 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.

46.7.4.2 on termination of a contingent contract of employment.

46.7.4.3 In which case, the following severance arrangements apply:

<b>Length of continuous service</b>	<b>Severance Pay</b>
Less than 1 year	Nil
More than 1 year but less than 2 years	4 weeks
More than 2 years but less than 3 years	6 weeks
More than 3 years but less than 4 years	7 weeks
More than 4 years but less than 5 years	8 weeks
More than 5 years but less than 6 years	10 weeks
More than 6 years but less than 7 years	11 weeks
More than 7 years but less than 8 years	13 weeks
More than 8 years but less than 9 years	14 weeks
More than 9 years but less than 10 years	16 weeks
10 years and more	12 weeks

46.7.4.4 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 46.7.4.3, up to a maximum of 52 weeks.

**46.7.5 Deferral of Severance Payment**

Where the University advises a staff member in writing that further employment may be offered within 6 weeks of the expiry of a period of contingent or fixed-term employment, the University may defer payment of severance benefits for a maximum period of 6 weeks from the expiry of the period of fixed term employment.

**46.7.6 Breaks in Service**

46.7.6.1 For the purpose of this Agreement and for the purpose of determining which provisions under this Agreement apply to contingent and fixed-term staff members, breaks between contingent or fixed-term appointments of up to 2 times per year and of up to 6 weeks will not constitute breaks in continuous service. A break between contingent or fixed-term contracts, where the second or subsequent contingent or fixed-term contract is for the same position, will not constitute a break in service if that break covers the summer period between main semesters. The lengths of and breaks between contingent or fixed-term contracts will not be structured to avoid obligations with regard to severance payments.

46.7.6.2 Periods of approved unpaid leave will not count for service, but will not constitute breaks in service for the purposes of this clause.

**46.8 Casual Staff**

46.8.1 A casual staff member will be paid an hourly rate calculated by dividing the weekly rate appropriate to the level and step by the number of hours worked by an equivalent full time staff member employed in the same or similar category as prescribed in Schedule 1 of this Agreement plus the casual loading.



- 46.8.2 A casual staff member who is engaged to perform shift work is entitled to payment calculated at:
- (i) the base hourly rate; plus
  - (ii) the applicable shift loading; plus
  - (iii) the casual loading;
- for each rostered shift.
- 46.8.3 Overtime is only payable to casual staff in respect of work in excess of 20% of the ordinary weekly hours of an equivalent full time staff member, on 1 day. In respect of such excess the staff member will receive the greater of the overtime rate that would apply to overtime worked on that day by an equivalent full time staff member or the casual loading, but not both.
- 46.8.4 The minimum period of engagement for a casual staff member will be as follows:
- (i) persons who are students (including post graduate students) who are expected to attend the University on that day in their capacity as students will have a minimum period of engagement of 1 hour.
  - (ii) persons with a primary occupation elsewhere (or with the University) will have a minimum period of engagement of 1 hour.
  - (iii) tradepersons (other than electricians) and gardeners will have a minimum period of engagement of 1 hour.
  - (iv) all other casual staff members will have a minimum period of engagement of 3 hours.
  - (v) in order to meet their personal circumstances, a casual staff member may request and the University may agree to an engagement for less than the minimum of 3 hours.
- 46.8.5 Casual Staff – Right to Apply for Conversion**
- 46.8.5.1 Casual staff may apply for conversion to continuing or fixed-term employment on the same salary and classification where the staff member has been employed on a regular and systematic basis for either:
- (i) at least an average of 50% of the ordinary weekly hours that would have been worked by a full-time employee during the preceding 12 month period; or
  - (ii) over the immediately preceding period of at least 24 months.
- 46.8.5.2 The University may refuse conversion on reasonable grounds and will advise the staff member of the outcome of their application in writing.
- 46.8.5.3 A staff member must not be engaged and re-engaged nor have their hours reduced in order to avoid any obligation under this clause.
- 46.8.6 The employment of a casual staff member may be terminated by the giving of one hour's notice by either the staff member or the University.
- 46.8.7 Generally, where the nature of the work being offered fits one or more circumstances outlined in Clause 46.6 and is for a period of more than 12 months, a casual contract would not be offered.
- 46.8.8 Within 18 months of approval of this Agreement, the University will undertake a review of casual employment and consult on the scope and findings with the General Staff Consultative Committee (GSCC).

## 46.9 Seasonal, Part-Year or Annualised Hours Employment

### 46.9.1 Application

The terms and conditions in this clause apply to:

- (i) staff members converted from casual employment to "Seasonal", "Part-Year" or "Annualised Hours" employment in accordance with this Clause, and
- (ii) staff members who are contracted to work less than 52 weeks in any given calendar year and have been approved to work an annualised hours arrangement.

### 46.9.2 "Seasonal" or "Part-Year" Staff members

#### (i) Definitions

- (a) "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.
- (b) 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.

#### (ii) Accrual of pay

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

#### (iii) Leave Entitlements

Leave, including annual leave, long service leave and sick leave will accrue during hours worked. Leave, other than annual leave and long service leave, will only be available to the staff member during the periods or seasons of work for which the seasonal, part-year staff members are engaged. The timing of taking annual leave and long service leave will be determined by the University, in consultation with the staff member.

#### (iv) Public Holidays

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

#### (v) 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.

### 46.9.3 "Annualised Hours" Staff Members

A staff member engaged for the specific periods may, by agreement, have their salary annualised. The staff member can be on a continuing, contingent or fixed term basis for a specific number of ordinary hours within any 1 year (which may be a calendar year) as offered by the University or as subsequently varied by agreement with the annualised hours staff member.

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

(i) **Pay**

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

(ii) **Leave Entitlements**

All leave entitlements will be on a pro rata basis. The timing of taking annual leave and long service leave will be agreed through consultation between the University and staff member.

(iii) **Public Holidays**

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

(iv) **Overtime**

Annualised hours staff will be eligible for overtime in the same manner as fulltime staff member. In respect of such overtime hours, those overtime hours are in addition to the annualised ordinary hours for which the staff member is engaged. There is no accrual of leave entitlements (howsoever described) in respect of overtime hours.

(v) **Additional Hours**

Where in any year, an annualised hours staff member works in excess of the number of ordinary hours in the year for which he/she is engaged, the payment for the additional ordinary hours will be made in the first available pay period following receipt of a valid claim. Any additional ordinary hours worked will be taken into account in the calculation of leave entitlements.

(vi) **Alteration of Annual Hours**

In the event that the number of annualised ordinary hours for which the staff member is engaged are altered by agreement, then the University and the annualised hours staff member will ensure that from the date such change takes effect, appropriate reconciliation arrangements in respect of pay, hours and leave have been made.

(vii) **Termination of Employment**

In the event that the employment of an annualised staff member ceases, for whatever reason, a reconciliation of the ordinary hours worked and the payments paid to the staff member will be performed and:

- (a) If the staff member has received a payment in respect of work or hours which are not then worked by the staff member, that payment will be repaid by the staff member to the University as at the date of termination. The University may offset any such amounts against any entitlements owing to the University; and
- (b) if a staff member has performed work for which he/she has not yet received pay by the University, the University will pay to the staff member such amount as at the date of termination.

#### **47.0 ABORIGINAL AND TORRES STRAIT ISLANDER EMPLOYMENT**

47.1 The University acknowledges that Aboriginal and Torres Strait Islander people are two distinct racial groups within the term "Indigenous Australians". For the purposes of this clause, "Aboriginal and Torres Strait Islander" or "Indigenous" person means any person who is of Aboriginal and/or Torres Strait Islander descent who is recognised and accepted as such by other Aboriginal or Torres Strait Islander peoples and who identifies as an Aboriginal and/or Torres Strait Islander.

47.2 The University will establish and maintain a workplace environment that values Aboriginal and Torres Strait Islander peoples' cultures, aspirations and contributions. This is expressed, in part, in the University's Strategic Plan and Equity Plan.

- 47.3 The University will continue to implement, fund, and comply with its Indigenous Employment Strategy, in partnership with Aboriginal and Torres Strait Islander stakeholders, including but not limited to, the Wollotuka Institute and BATSJET. Under the Indigenous Employment Strategy, the University will improve representation, retention, and career development of Aboriginal and Torres Strait Islander staff, with the following objectives:
- (i) ensure significant Aboriginal and Torres Strait Islander representation in employment throughout the University, and across classification levels and within all areas of the University;
  - (ii) increase the number of identified positions for Aboriginal and Torres Strait Islander peoples across classification levels and areas of the University;
  - (iii) increase opportunities for further study, training and career development for Aboriginal and Torres Strait Islander staff, including Aboriginal and Torres Strait Islander fellowships and scholarships, and provide adequate time release to enable this to occur;
  - (iv) promote self-determination by Aboriginal and Torres Strait Islander staff in respect of career choices and opportunities;
  - (v) establish employment and training opportunities within the University for Aboriginal and Torres Strait Islander students or graduates of the University, including Aboriginal and Torres Strait Islander cadetships;
  - (vi) recognise the uniqueness of Aboriginal and Torres Strait Islander knowledge and research methodologies;
  - (vii) identify and recognise workload implications that arise for Aboriginal and Torres Strait Islander staff in adhering to community and cultural protocols; and
  - (viii) encourage and facilitate networking for Aboriginal and Torres Strait Islander staff.
- 47.4 The University and its staff will respect the diverse cultural, social and religious systems practiced by Aboriginal and Torres Strait Islander peoples. The University recognises, acknowledges and will actively promote Aboriginal and Torres Strait Islander knowledge, language and scholarship in collaboration with Aboriginal and Torres Strait Islander stakeholders.
- 47.5 The University will provide, and encourage staff to participate in Indigenous Cultural Competency training/Indigenous Studies training with a priority for those with supervisory and/or teaching and learning responsibilities.
- 47.6 The University will ensure that staff are supported by University policies and procedures aimed at eliminating racism and discrimination in the workplace. The University's employment policies and procedures will recognise and promote knowledge of, and commitment to, Aboriginal and Torres Strait Islander peoples and cultures. Areas such as workload, staff development, promotion and reclassification will recognise Aboriginal and Torres Strait Islander values and academic achievements.
- 47.7 To facilitate the implementation of this clause, the University will appoint an Indigenous Employment Coordinator as an identified Aboriginal and Torres Strait Islander position.
- 47.8 **Selection and Recruitment**
- 47.8.1 Where applicants for positions identify themselves, in their applications, as an Aboriginal and/or Torres Strait Islander, the Selection Committee will have appropriate Aboriginal or Torres Strait Islander representation.
- 47.8.2 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.
- 47.8.3 Indigenous staff on fixed-term contracts will be supported in seeking alternative employment opportunities within the University prior to the expiry of their contract.

**47.9 Indigenous Australian Leave**

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

- (i) bereavement leave;
- (ii) participation in National Aboriginal and Islander Day celebrations; and
- (iii) participation in and fulfilment of ceremonial obligations, attendance at community organisation business or other relevant cultural events.

**47.10 Indigenous Australian Language Allowance**

In recognition of the importance of Indigenous Languages, a staff member who is required to use Indigenous Language in the course of their employment and is proficient in the language will be paid an allowance of:

**47.10.1 Level 1 - \$1400.00 per annum**

Level 1 is an elementary level. This level of proficiency is appropriate for staff members who are capable of using a minimal knowledge of language for the purpose of simple communication;

**47.10.2 Level 2 – \$2800.00 per annum**

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

47.11 The level of proficiency and the approval for payment of this allowance will be determined by the Executive Team of the Wollotuka Institute.

**48.0 HOURS OF WORK**

48.1 Working hours are defined as follows:

Category of Staff	Ordinary Hours of Work	Span of Hours of Work
<b>CATEGORY 1</b> <ul style="list-style-type: none"> <li>Infrastructure, management, maintenance and operations related staff.</li> </ul>	35 hours per week	7.00am and 6.00pm, Monday to Friday
<b>CATEGORY 2</b> <ul style="list-style-type: none"> <li>Teaching and Learning or Research facilities / operations support staff.</li> <li>Library staff.</li> </ul>	35 hours per week	8.00am and 10.15pm, Monday to Friday; according to roster but not exceeding 8 hours in any 1 day.
<b>CATEGORY 3</b> <ul style="list-style-type: none"> <li>Professional, office, administrative, Information Technology, Help Desk and Call Centre staff.</li> </ul>	35 hours per week	8.00am and 6.00pm, Monday to Friday
<b>CATEGORY 4</b> <ul style="list-style-type: none"> <li>Information Technology Systems Administrators.</li> <li>Supervisor, Cleaning Contractors.</li> </ul>	35 hours per week	Monday to Friday. To be worked in either one, two or three shifts per day.
<b>CATEGORY 5</b> <ul style="list-style-type: none"> <li>Security Services staff.</li> </ul>	38 hours per week	To be worked on continuous shifts, Monday to Sunday inclusive.
<b>CATEGORY 6</b> <ul style="list-style-type: none"> <li>Parking Patrol Officers.</li> </ul>	38 hours per week	Monday to Friday inclusive
<b>CATEGORY 7</b> <ul style="list-style-type: none"> <li>Information Common Rovers.</li> </ul>	35 hours per week	To be worked on continuous shifts, Monday to Sunday inclusive.

48.2 During the life of this Agreement, the University may, subject to consultation at the General Staff Consultative Committee (GSCC), trial and implement an alternative span of hours for Call Centre staff.

48.3 During the life of this agreement the University may, subject to agreement with affected staff, trial and implement alternative span of hours of work for specific categories of staff.

**49.0 TEA AND MEAL BREAKS**

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

49.2 A staff member will not be required to work more than 5 hours without a meal break of not less than 30 minutes.

49.3 A staff member required to work overtime beyond 6pm may take a meal break of 30 minutes that will not count as time worked.

49.4 This clause will not apply to Security staff where the meal break is to be regarded as the crib break.

## 50.0 ABSENCE FROM DUTY

50.1 A staff member who, without reason satisfactory to the University, reports for duty after the appointed starting time or ceases duty before the appointed finishing time, will lose pay for the time of such non-attendance (calculated to the nearest quarter of an hour).

## 51.0 ROSTERED STAFF - WORK ROSTERS

The following provisions apply to staff members required to work according to a roster.

51.1 Work rosters will be posted in a readily accessible place and will indicate the commencement and cessation times of the hours of work of the respective shifts for each staff member.

51.2 A shift or roster may be changed at any time for operational reasons provided managers will take into consideration staff member's family and caring responsibilities and:

- (i) changes of shift in rosters will be notified at least 72 hours before they become operative;
- (ii) changes of rosters will be notified at least 7 days prior to becoming operative;
- (iii) where another staff member is absent from duty on account of illness or in an emergency, changes may be made at short notice. A replacement staff member working on a day that would have been their day off will be paid at overtime rates;
- (iv) places in shifts or rosters may be interchanged by agreement between the staff members and the University, provided that the University will not incur additional shift or overtime penalties as a consequence of the interchange.

## 52.0 SHIFT PENALTIES

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

Shift	Penalty
(i) Early Morning shift – Monday to Friday – at or after 4am and before 6am -	10%
(ii) Day Shift – Monday to Friday – at or after 6am and before 10am -	Nil
(iii) Early Afternoon shift – Monday to Friday – at or after 10am and before 1pm -	10%
(iv) Afternoon shift – Monday to Friday – at or after 1pm and before 4pm -	12½%
(v) Night shift – Monday to Friday – at or after 4pm and before 4am -	15%
(vi) Permanent Night shift – alternate shifts so as to give ⅓ time off night shift in each period -	30%
(vii) Saturday	50%
(viii) Sunday	100%

**52.2 Saturday, Sunday and Public Holiday Penalties**

Penalty rates specified in Shifts Penalties - Clause 52.1(vii) and Clause 52.1(viii) and in Public Holidays - Clause 66.2 will be in substitution for and not cumulative upon any shift penalties specified in this clause.

**52.3 Security Services staff member**

In lieu of penalties prescribed in Shift Penalties - Clause 52.1, a Security Services Officer:

- (i) whose roster of ordinary hours includes duty on weekends will be paid a penalty, in addition to ordinary rates, of 20% in respect of such duty; or
- (ii) whose roster of ordinary hours includes duty on rotating shifts (morning, afternoon and night) Monday to Friday, inclusive, will be paid a penalty, in addition to ordinary rates, of 10% in respect of such duty.

**PART I: FLEXIBLE WORKING ARRANGEMENTS****53.0 FLEXIBLE WORK ARRANGEMENTS**

53.1 The University is committed to the implementation of working arrangements to achieve the best possible match between the interests of the University and those of the individual within the daily span of hours provided in Managing Staff Workload – Clause 8 and Hours of Work - Clause 48, through:

- (i) Flextime - Clause 53.3; or
- (ii) Approved Schemes - Clause 53.4; or
- (iii) Job Sharing - Clause 54.

53.2 Flexible working arrangements may be worked outside the limitations of the Hours of Work – Clause 48, where those arrangements are agreed between the manager and members of staff, provided the arrangement meets the following conditions:

- (i) the work is carried out at least as effectively and efficiently as under the usual span of working hours arrangement and does not adversely impact on other areas;
- (ii) staff will be available to assist students, staff and the general public during predetermined hours; and
- (iii) arrangements are made for appropriate supervision and recording of times worked.

**53.3 Flextime**

53.3.1 Flextime allows flexibility in working times where staff may, subject to the requirements of the unit, vary starting, lunch break and finishing times. Flextime involves working an average of 35 hours per week within a defined 4 week period with Flextime credits and debits completely independent of annual and other forms of leave.

53.3.2 The maximum carryover from one settlement period to another is 21 hours credit or 7 hours debit.

53.3.3 The period of 4 weeks immediately following the period where a credit or debit has been created will be the settlement period. The maximum amount of absence on flextime to be taken during any one settlement period is 14 hours subject to pre-approval.

53.3.4 The maximum time that may be worked in one day under flexible working arrangements is 12 hours. The minimum meal break is 30 minutes. A meal break must be taken when a staff member has worked continuously for 5 hours.

53.3.5 Flextime is separate from overtime. Hours worked during paid overtime are not counted for flextime credit. Overtime arrangements are provided in Overtime – Clause 40. Staff members must ensure that overtime has been approved by their supervisor prior to working overtime duty.



53.3.6 Any official business conducted away from the usual workplace during the flextime timeframe will be treated as time worked.

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

#### 53.4 **Approved Schemes**

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

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

53.4.2 Where a proposal is advanced by staff but is not agreed to by the manager then the staff may submit the proposal directly to the Director, Human Resource Services in accordance with Clause 53.4.3.

53.4.3 Any proposal is to be considered by the Director, Human Resource Services, who will advise the Faculty or Divisional Head prior to any approval.

#### 54.0 **JOB SHARING**

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

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

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

#### 55.0 **FLEXIBLE WORKING ARRANGEMENTS FOR CARERS**

55.1 The right of staff members to request flexible working arrangements to care for children in certain circumstances is prescribed in the National Employment Standards under the Fair Work Act 2009. The remainder of this clause summarises the statutory provisions.

55.2 A staff member who is a parent, or has responsibility for the care of a child may request that the University agree to a change in working arrangements (e.g. changes in hours of work, patterns of work or location of work) to assist the staff member to care for a child if the child is:

- (i) under school age; or
- (ii) under 18 and has a disability.

55.3 The staff member is not entitled to make the request unless:

- (i) staff members other than casuals - the staff member has completed at least 12 months continuous service with the University immediately before making the request; or
- (ii) staff members who are casuals – the staff member:
  - (a) is a long term casual staff member of the University immediately before making the request; and
  - (b) has a reasonable expectation of continuing employment with the University on a regular and systematic basis.

55.4 A request must be in writing and set out details of the change sought and the reasons for the change.

- 55.5 The University must give the staff member a written response to the request within 21 days, stating whether the University grants or refuses the request. The University may refuse the request only on reasonable business grounds.
- 55.6 If the University refuses the request, the response must include details of the reasons for the refusal.

## **PART J: LEAVE AND HOLIDAYS**

### **56.0 ANNUAL LEAVE**

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

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

- 56.2 Approval of annual leave, not exceeding accruals, will be by agreement between the staff member and the University.
- 56.3 **Payment of Annual Leave**
- 56.3.1 Whilst on annual leave, at the ordinary rate of pay that would have been paid had the staff member not been on leave, excluding any ordinary overtime or penalty rate that would have applied.
- 56.3.2 On termination, accrued annual leave will be paid at the ordinary rate of pay at the date of termination.
- 56.3.3 In the event of death, payment of accrued annual leave owed to the staff member at the date of death will be paid to the staff member's estate.
- 56.4 **Impact of Other Leave**
- 56.4.1 Any period of leave without pay greater than 5 working days within a 12 month period, to be calculated from a staff member's anniversary of employment with the University, will not count as service for the purpose of calculating annual leave.
- 56.4.2 Annual leave accrued whilst a staff member is on any period of leave on reduced pay will accrue at a proportionate rate calculated in accordance with the fraction that the reduced pay bears to the staff member's ordinary working hours.
- 56.4.3 Where a staff member on a period of approved annual leave becomes eligible for personal leave because of illness, injury or incapacity, for a period of 1 week or more and produces a satisfactory medical certificate, they will have an equivalent period of annual leave re-credited. This provision does not apply to a staff member on annual leave immediately prior to retirement or resignation.
- 56.5 **Direction to Take Leave**
- 56.5.1 The University may direct a staff member to take, at such time as is convenient to the working of the University, annual leave for which the staff member is eligible, but as far as practicable the wishes of the staff member concerned will be taken into consideration when fixing the time for the taking of annual leave.
- 56.5.2 If a staff member reaches an annual leave accrual of 40 days and a leave plan cannot be agreed upon, the University will direct the staff member to take 10 days annual leave within 1 month of notification by the University.

**56.6 Annual Leave Loading**

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

Category of Employment	Annual Leave Entitlement
All staff members, other than casual staff and seven day continuous shift workers	17.5% of the ordinary weekly pay multiplied by 4 weeks, provided that the loading payable will not exceed the loading payable on the salary of HEW Level 10.
Seven day continuous shift workers	The payment of the shift penalty allowances or any other allowance paid on a regular basis that would have been paid had the staff member not been on annual leave or 17.5% of the ordinary weekly pay multiplied by 5 weeks, whichever is the greater.
Casual staff	Does not apply

56.6.2 Shift penalty allowances will not be paid for any public holiday or day in lieu of a public holiday or rostered day off that occurs during or in conjunction with a period of annual leave.

56.6.3 Annual leave loading will be paid each December and calculated at the rate of ordinary pay as at 30 November each year, and is subject to retrospective adjustments where a retrospective pay increase is awarded after this date.

56.6.4 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.

56.6.5 Annual leave loading is payable on termination as follows:

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

**57.0 PURCHASED LEAVE SCHEME**

57.1 A purchased leave scheme will be available by application and agreement between the staff member and the University. Within a 12 month period, a staff member may apply to have up to 8 weeks paid absence in addition to the normal 4 weeks annual leave, with a commensurate reduction in the total salary rate for the 12 month period. Approval will be subject to reasonable operational requirements and may be subject to conditions of the timing for the taking of the leave being prescribed or agreed upon in advance.

**58.0 LONG SERVICE LEAVE**

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

	<b>Staff members, other than casual staff members</b>	<b>Casual staff members</b>
<p><b>58.1.1 A staff member will have an entitlement to long service leave as follows:</b></p> <p>(i) At the completion of 10 years service (whether continuous or broken);</p> <p>(ii) After 10 years service, but less than 15 years service (whether continuous or broken); and</p> <p>(iii) After 15 years service (whether continuous or broken).</p>	<p>3 months leave on ordinary pay.</p> <p>In addition to 58.1.1 (i), an additional accrual of 9 calendar days per year of service.</p> <p>In addition to 58.1.1 (ii), an additional accrual of 15 calendar days per year of service.</p>	<p>2 months leave on ordinary pay.</p> <p>In addition to 58.1.1 (i), an additional accrual of 6 calendar days per year of service.</p> <p>In addition to 58.1.1 (ii), an additional accrual of 6 calendar days per year of service.</p>
<p><b>58.1.2 A staff member will be paid long service leave as follows:</b></p> <p>(i) After 10 years service (whether continuous or broken);</p> <p>(ii) Where service with the University is less than 10 years, but greater than 5 years (whether continuous or broken);</p> <p>(iii) Where service with the University is less than 5 years; or</p> <p>(iv) In lieu of leave.</p>	<p>Whilst on approved long service leave or on termination for any reason, including death.</p> <p>On a pro rata basis on termination, where terminated by the University for any reason other than the staff member's serious and wilful misconduct, or by the staff member on account of illness, incapacity or domestic or other pressing necessity, or by reason of the death of the staff member.</p> <p>NIL</p> <p>Not applicable</p>	<p>Whilst on approved long service leave or on termination for any reason including death or as payment in lieu of leave.</p> <p>In accordance with the Long Service Leave Act (NSW) 1955.</p> <p>NIL</p> <p>Entitled to take payment in lieu of leave.</p>

	Staff members, other than casual staff members	Casual staff members
<p><b>Long service leave will be paid as follows:</b></p> <p>58.1.3</p>		
(i) Whilst on leave;	At the rate of pay that would have been paid had the staff member not been on leave, excluding any ordinary overtime or penalty rate that would be applied.	At ordinary rate of pay of the staff member at the date of taking long service leave or at the average ordinary rate of pay earned by the staff member in the preceding 5 year period, whichever is the greater.
(ii) On termination;	At the staff member's ordinary rate of pay as at the date of termination.	At the ordinary rate of pay of the staff member at the date of termination or at the average ordinary rate of pay earned by the staff member in the preceding 5 year period, whichever is the greater.
(iii) On death;	To the staff member's estate.	To the staff member's estate.
(iv) As payment in lieu; or	Not applicable	At the ordinary rate of pay of the staff member at the date of the payment in lieu or at the average ordinary rate of pay earned by the staff member in the preceding 5 year period, whichever is the greater.
(v) For a staff member with at least 10 years service, who has worked a mix of ordinary hours of work during their employment with the University and who has an accumulation less than that prescribed in Clause 58.1.1 (i).	The staff member may elect to take either a reduced period of leave at their ordinary rate of pay or the full period of leave, in which case the staff member will be paid their ordinary rate of pay as at the date of taking long service leave or the average ordinary remuneration earned by the staff member in the preceding 5 year period, whichever is the greater.	

## 58.2 Impact of Leave Without Pay

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

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

**58.3 Impact of Personal Leave**

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

**58.4 Impact of Other Leave**

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

**58.5 Leave Plans**

58.5.1 The parties to this Agreement actively support the utilisation of long service leave in accordance with this clause so as to:

- (i) promote the health and welfare of members of staff; and
- (ii) allow effective management of leave liabilities.

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

- (i) the maximum accrual held by a staff member at any time will generally be 3 months of long service leave.
- (ii) flexibility for staff to accrue additional leave up to a maximum of 5 years worth of annual accrual (excluding the 3 months referred to in Clause 58.5.2 (i)) where the plan commits to an extended absence on long service leave, subject to the following provisions;
- (iii) staff members who are eligible to take Long Service Leave and already have a 3 month long service leave accrual, will generally utilise their further annual accrual within the year it accrues with the exception of the initial entitlement after 10 years service.
- (iv) in recognition of existing excessive accruals leave plans will aim to achieve a reduction of accruals each year, in accordance with the following schedule:
  - (a) A maximum of 4 and a half months long service leave accrual by year end 2013; and
  - (b) A maximum of 3 months long service leave accrual by year end 2016.

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

58.5.4 Should a dispute arise in connection with a long service leave plan, the staff member may seek a review in accordance with Inquiry Officer – Clause 71.

**58.6 Direction to Take Leave**

58.6.1 Where a staff member does not have an agreed leave plan, as per Clause 58.5, and their long service leave accrual is in excess of 6 months, the University may give the staff member written notice to take up to 3 months of long service leave, at a time convenient to the needs of the University, provided that:

- (i) the University will give the staff member at least 6 months written notice of the date from which leave must commence;
- (ii) the staff member will not be required to take long service leave within 12 months of the notified date of retirement of the staff member;
- (iii) the staff member has not taken long service leave of at least 6 weeks in the previous 12 months;

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

58.6.2 Where a staff member and supervisor develop an agreed leave plan, as per Clause 58.5, within 2 weeks of the staff member's written notice to take leave, a direction under Clause 58.6.1 to take long service leave will lapse.

58.6.3 Where a staff member is directed to take long service leave, the University will backfill their position by temporary replacement, unless suitable alternative arrangements are made.

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

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

#### 58.8 **Leave on Double Pay**

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

#### 58.9 **Break in Service with the University**

For all staff members, including casual staff, a break in service will not interrupt continuity of service, but will not count as service for the purpose of determining the staff member's long service leave entitlement, where the break in service is of 2 months or less, for any reason.

#### 58.10 **Prior Service**

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

58.10.2 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.

58.10.3 This provision does not apply to staff whose salaries are paid from external funds which make no provision for long service leave, such as grants from Australian Research Council or National Health and Research Council of Australia.

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

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

### 59.0 **PERSONAL LEAVE**

#### 59.1 **Personal Leave Entitlement**

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

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

- 59.1.2 A staff member, other than a casual staff member, is entitled, as part of personal leave, to accrue 15 days sick leave per year of service less the number of sick leave days taken.
- 59.1.3 Staff members other than casual staff members who exhaust their 25 days personal leave entitlement in a 12 month period, may access their accrued sick leave entitlement for any period of sick leave occurring within the same 12 month period.
- 59.1.4 A casual staff member is entitled to not be available to attend work or to leave work for up to 2 days per occasion for personal leave related matters. A casual staff member is not entitled to any payment for the period of non-attendance owing to such an absence.
- 59.1.5 Personal leave may be taken for periods of 1 hour or greater.

## 59.2 Conditions

- 59.2.1 For the purpose of this clause, "family member" includes:
- (i) a spouse or partner of the staff member, including same sex partner, former partner, de facto partner or a former de facto partner;
  - (ii) a child (including an adopted child, a step child or foster child), parent (including a foster parent and/or legal guardian), grandparent, grandchild or sibling of the staff member or spouse or partner of the staff member; or
  - (iii) any other close relative of the staff member, where "close relative" means a person related by blood, marriage or affinity, with whom the staff member has a significant relationship, or any other person with whom the staff member has a close and significant relationship.
- 59.2.2 Staff members will, wherever practicable, give their supervisor prior notice of the need to take leave, the reasons for taking leave and the estimated length of absence. In relation to leave taken for the circumstances specified in Clause 59.1.1(ii) - (iii), the staff member will also advise of the nature of the relationship involved, and where appropriate, the nature of the care involved.
- 59.2.3 If it is not possible for a staff member to give prior notice of the absence, the staff member will notify the supervisor of the absence as soon as practicable, stating the details outlined in 59.2.2.
- 59.2.4 If any absence under these provisions exceeds three consecutive working days, the staff member applying for the leave will provide satisfactory evidence, such as a medical certificate or a statutory declaration as to the nature of circumstances involved and stating that the staff member is/was unable to attend duty on the days in respect of which the staff member seeks the personal leave.
- 59.2.5 Wherever possible, staff should provide evidence of the need for accessing personal leave.
- 59.2.6 Except in the case of a staff member who is sick, where the staff member anticipates the absences may be regular or for extended periods, the staff member and the supervisor should explore alternative means of balancing operational needs and family and personal responsibilities, including home based work, part-time work or job sharing. In the case of a staff member who is sick, he or she may choose to explore alternative working arrangements with their supervisor.
- 59.2.7 Where evidence of inappropriate personal leave usage patterns by a staff member emerges, the University may either:
- (i) require documentary evidence for each future period of leave for a specified period of time, but for no longer than 12 months; or
  - (ii) where justified, refer the matter to the Unsatisfactory Performance – Clause 13 or Misconduct/Serious Misconduct – Clause 14 procedures.



**60.0 COMPASSIONATE LEAVE****60.1 Entitlement to compassionate leave**

60.1.1 Staff members who have exhausted all of their personal leave are entitled to 2 days of compassionate leave for each permissible occasion when a member of the staff member's family or a member of the staff member's household:

- (i) contracts or develops a personal illness that poses a serious threat to his or her life; or
- (ii) sustains a personal injury that poses a serious threat to his or her life; or
- (iii) dies.

60.1.2 If a staff member, other than a casual staff member, takes a period of compassionate leave, it will be at the staff member's base rate of pay for the ordinary hours of work in the period.

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

**60.2 Taking compassionate leave**

60.2.1 A staff member may take compassionate leave:

- (i) to spend time with the member of the staff member's immediate family or household who has contracted or developed the personal illness, or sustained the personal injury, referred to in Clause 60.1.1 (i) or (ii); or
- (ii) after the death of the member of the staff member's immediate family or household referred to in Clause 60.1.1 (iii).

60.2.2 A staff member may take compassionate leave for a particular permissible occasion as:

- (i) a single continuous 2 day period; or
- (ii) 2 separate periods of 1 day each; or
- (iii) any separate periods to which the staff member and the University agree.

60.2.3 If the permissible occasion is the contraction or development of a personal illness, or the sustaining of a personal injury, the staff member may take the compassionate leave for that occasion at any time while the illness or injury persists.

60.2.4 Staff members will, wherever practicable, give their supervisor prior notice of the intention to take leave, the estimated length of absence, the nature of the relationship involved, and where appropriate, the nature of the illness or injury.

60.2.5 The staff member applying for the leave will provide satisfactory evidence, such as a medical certificate or a statutory declaration, which includes sufficient information to enable the University to be reasonably satisfied that the leave is being taken for a permissible occasion in circumstances specified in Clause 60.1.1.

**61.0 PARENTAL LEAVE****61.1 Parental Leave (General Conditions)**

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

61.1.2 For the purposes of this clause:

- (i) "Expected date of birth" means the date identified by appropriate certification to be the expected birth date;
- (ii) "Partner" means the partner of the primary carer, which includes a spouse or de facto, including a same sex partner;
- (iii) "Primary carer" means a person who has the primary responsibility for the care of a new born or newly adopted or fostered child and who physically cares for the child on a daily basis.

- (iv) 'Adopting or Fostering a Child' relates to a child not older than 5 years, provided:
  - (a) the child is not the child or step child of the staff member or the staff member's partner; and
  - (b) the child has not previously lived with the staff member for a continuous period of more than 6 months as at the proposed date of placement.

- 61.1.3 The University will not refuse employment or dismiss a staff member, or take any other action that disadvantages a staff member, on the grounds of pregnancy, possible pregnancy, being on parental leave, or making a request for parental leave.
- 61.1.4 A staff member, other than a casual, may take other leave, including annual leave, long service leave or leave without pay in addition to parental leave.
- 61.1.5 Periods of parental leave will be regarded as service for incremental purposes. Paid parental leave will count for the purpose of annual leave accrual. Where paid parental leave is taken at a pro rata rate, annual leave will accrue proportionally. Parental leave without pay exceeding 5 working days will not count for the accrual of annual leave.
- 61.1.6 Parental leave without pay will count as service for long service leave purposes only where the staff member has completed 10 years service and provided that such parental leave without pay does not exceed 6 months. Absence on unpaid parental leave does not break continuity of service.
- 61.1.7 Supervisors and staff members are to make reasonable adjustments to work arrangements, where necessary.
- 61.1.8 A staff member may apply to the University to change the period of parental leave.

## 61.2 Eligibility

- 61.2.1 A staff member, other than a current casual:
  - (i) who has had employment with the University for a period of 12 months or more at the date of birth or of adoption/fostering, will be eligible for paid parental leave as defined in this clause; or
  - (ii) who has had less than 12 months employment with the University at the date of birth or adoption/fostering, will be eligible for parental leave without pay for a period of 52 weeks.
- 61.2.2 A casual staff member who is employed by the University immediately prior to the taking of leave will be eligible for parental leave without pay for a period of up to 52 weeks.
- 61.2.3 A staff member employed on a fixed-term or contingent contract of employment will cease to have an entitlement to parental leave upon the expiration of the contract.
- 61.2.4 A staff member who is on leave without pay (other than parental leave without pay) is not eligible for parental leave for the duration of the leave without pay. Eligibility for any paid leave entitlements will be assessed and may be applicable on a pro rata basis, if the staff member's scheduled return from leave without pay is within 26 weeks after the birth or date of adoption/fostering.

## 61.3 Parental Leave (Primary Carer)

### 61.3.1 Entitlements

- (i) A staff member who gives birth or adopts or fosters a child and is the primary carer, is entitled to the equivalent of 26 weeks normal pay over a period of up to 52 weeks, to be taken as a block or blocks of any combination of full pay, pro rata pay or leave without pay.
- (ii) A prospective mother may commence parental leave up to 20 weeks prior to the expected date of birth.

- (iii) At least 4 weeks prior to the expiry of the staff member's approved period of parental leave, the staff member may request an extension of unpaid parental leave for a further period of up to 52 weeks immediately following the end of the current parental leave period.
- (iv) Where a pregnancy terminates by miscarriage, still birth or due to a life threatening circumstance, after 20 weeks of pregnancy have elapsed, or the child dies within 4 weeks of the birth, the staff member will be entitled to 6 weeks paid leave.
- (v) Where both the primary carer and the partner are staff members, the primary carer paid leave entitlement may be distributed between the two staff members so long as they are the primary carer for the respective periods and at least one of the staff members is eligible.
- (vi) Where the staff member is the partner of a person who gives birth and the staff member takes over the responsibilities of primary carer or takes over as primary carer in relation to an adopted or fostered child, they will be granted the paid parental leave entitlement less the period where they were not the primary carer.

#### 61.3.2 Risks to Pregnant or Breastfeeding staff

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

#### 61.3.3 Return to Work

- (i) A staff member is entitled to return to the substantive position occupied before taking leave, unless otherwise agreed. If the staff member began working part-time because of the pregnancy, the relevant position is the position held immediately before the staff member began working part-time. If the staff member was seconded to an alternate job, the relevant position will be the position held immediately prior to the secondment. If that position no longer exists, the staff member will return to an appropriate position for which they are qualified, and which is at the same level and pay as the pre parental leave position.
- (ii) At least 4 weeks prior to the approved return to work, a staff member may request to return on a part-time basis, in which case:
  - (a) part-time work arrangements for a defined period will be approved by the University where reasonable and practicable;
  - (b) the part-time work arrangements will be binding on the staff member concerned for the duration of the approved period, unless agreed otherwise; and
  - (c) the staff member may access accrued long service leave to make up the difference between the part-time hours and the hours of duty in their substantive position.
- (iii) 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.

#### 61.4 Parental Leave (Partner)

- 61.4.1 A staff member is entitled to partner leave of 2 weeks paid leave to be taken during the period 3 weeks prior to the expected birth or placement of the child, and up to 6 months after the actual birth or placement of the child, and additional unpaid partner leave of up to 50 weeks; or

61.4.2 If a pregnancy terminates by miscarriage, still birth or due to a life threatening circumstance after 20 weeks of pregnancy has elapsed, or the child dies within 4 weeks of the birth, the partner is entitled to 2 weeks paid leave.

## **62.0 EMERGENCY SERVICES LEAVE**

- 62.1 Staff members will be entitled to leave to engage in voluntary emergency management activities in accordance with the provisions of the Community Service Leave provisions of the Fair Work Act 2009 (see Chapter 2, Part 2-2, Division 8 of the Act).
- 62.2 The University will grant up to the first 2 days of such leave on any occasion as paid leave where the staff member is a member of a recognised emergency management body. The University will extend by a total of 2 days the initial period of paid leave in the event that the emergency is declared a natural disaster by the relevant State Government Authority.
- 62.3 The staff member may apply for and will be granted accrued annual leave or long service leave for any period of voluntary emergency management activities in excess of any paid leave granted under Clause 62.2, rather than being required to take unpaid leave as provided for under the National Employment Standards.
- 62.4 A staff member taking leave to engage in voluntary emergency management activities will notify the University as soon as is practicable of the nature of the absence and its estimated duration.
- 62.5 Any period of leave to engage in voluntary emergency management activities will count as service for all purposes.

## **63.0 JURORS LEAVE**

- 63.1 A staff member required to attend for jury service during ordinary working hours will notify the University as soon as reasonable of the date when required to attend for jury service. The staff member will give the University proof of attendance, duration of that attendance and of the amount of any payment received in respect of such jury service (other than the amount received in respect of travelling).
- 63.2 A staff member will be paid by the University an amount equal to the difference between the amount received in respect of attendance for jury service and the amount of wages which would have been received in respect of ordinary time usually worked had the staff member not been on jury service.

## **64.0 WITNESS LEAVE**

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

## **65.0 LEAVE WITHOUT PAY**

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

## **66.0 PUBLIC HOLIDAYS**

- 66.1 Staff members, other than casual staff members, who are not required for duty, will be allowed to observe the following days (or substitute holiday proclaimed for the State of NSW) as holidays without loss of pay:
- (i) New Year's Day;
  - (ii) Australia Day;
  - (iii) Good Friday;
  - (iv) Easter Saturday;

- (v) Easter Monday;
- (vi) Anzac Day;
- (vii) Queen's Birthday;
- (viii) Labour Day;
- (ix) Christmas Day;
- (x) Boxing Day; and
- (xi) all other proclaimed Public Holidays for the State.

66.2 A staff member who is required to work on a public holiday will, for ordinary hours of duty actually worked, be paid at 2.5 times the ordinary rate of pay, for the day. Provided that the additional payment will be in substitution for any shift allowance or penalty applicable and not in addition to it for the hours worked.

66.3 Where a public holiday occurs on a rostered day off of a rostered staff member and the staff member does not work on that rostered day off, the staff member will be entitled to an additional day's leave (or at the option of the University, an additional day's pay at the ordinary rate) in lieu of such holiday. Such leave is to be taken at a time mutually convenient to the staff member and the University.

#### **67.0 UNIVERSITY HOLIDAYS**

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

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

67.3 Members of staff required for duty on any of the above days will be granted the equivalent number of substitute days off in the following month.

67.4 In the case of Security Services, staff members required to attend for normal duty (not including overtime) on one or more of these days will be granted time off duty equivalent to that worked. This may be taken in conjunction with annual leave if the staff member requests.

67.5 One of the days identified at Clause 67.1 is in substitution for Newcastle Show Holiday.

### **PART K: CONSULTATION**

#### **68.0 REPRESENTATION**

68.1 At any stage, a staff member may nominate a representative for the purposes of this Agreement, from whom they may seek advice, assistance or representation.

68.2 A representative must be:

- (i) a member of the staff of the University; or
- (ii) an official or office holder of the relevant Union;

who is not a member of the legal profession, such as a barrister or solicitor, in private practice.

The University, in turn, will not be represented by a member of the legal profession, such as a barrister or solicitor, in private practice.

68.3 In instances where staff request representation which may not conform to Clause 68.2, the University will give reasonable consideration to the request.

68.4 Representation responsibilities will be regarded as duty. The University will allow staff reasonable time away from usual duties, to represent staff in relation to this Agreement subject to operational requirements.

**69.0 CONSULTATION**

- 69.1 A General Staff Consultative Committee (GSCC) will be established to meet on a regular basis, or as requested, to consult on the implementation and application of, and on matters arising from, this Agreement. The University recognises the Unions' role in facilitating consultation and communication between staff and management.
- 69.2 The GSCC will:
- (i) consist of 3 nominees of the NTEU (at least 2 of whom are General Staff);
  - (ii) consist of 3 nominees of the CPSU (at least 2 of whom are General Staff);
  - (iii) consist of 3 nominees of the LHMU (at least 2 of whom are General Staff);
  - (iv) consist of 4 nominees of the University;
  - (v) have a quorum of 1 nominee from each party; and
  - (vi) be empowered to co-opt further members or allow additional attendees.
- 69.3 Union nominees to the GSCC who are staff members of the University will be allowed reasonable time during working hours to attend and prepare for meetings in relation to this Agreement. This arrangement will be subject to operational requirements and staff members will discuss the need to leave their work area with their supervisor before doing so.
- 69.4 Access to appropriate facilities, including electronic facilities and notice boards, will be provided to Union nominees to perform responsibilities related to this Agreement. The University may also grant time off for consultative committee members to attend appropriate training.
- 69.5 To facilitate communication with staff, Union nominees of the GSCC 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.

**70.0 REVIEW OF HEW CLASSIFICATION AND PAY STRUCTURE**

- 70.1 The parties acknowledge that a review of the University of Newcastle General Staff Award Restructuring Agreement 1993 arrangements should occur during the life of the Agreement.
- 70.2 During the life of this Agreement the University will consult with the Unions through the GSCC on a process to review:
- (i) the salary structure of HEW Levels 1 and 2;
  - (ii) the top and bottom step of each level;
  - (iii) the number of steps in each level;
  - (iv) transitional arrangements where structural changes should occur;
  - (v) implementation arrangements prior to expiry of this Agreement, will be subject to agreement at the GSCC.
- 70.3 Individual salary adjustments flowing from the above process will ensure no disadvantage is created, with individual salaries increasing to the next highest step on the revised scale.

**PART L: REVIEW PROCESSES AND DISPUTE RESOLUTION****71.0 INQUIRY OFFICER**

- 71.1 A staff member may make an application in writing to the appropriate Deputy-Vice Chancellor to review a decision in relation to:
- (i) Performance Development Framework – Clause 7; or,
  - (ii) Managing Staff Workload – Clause 8; or
  - (iii) Classification Structure and Review – Clause 9; or

- (iv) Probation – Clause 11; or
- (v) Redeployment – Clause 22.2; or
- (vi) Intellectual Property Rights – Clause 28; or
- (vii) Leave – Clauses 56 – 65.

71.2 The University will appoint an Inquiry Officer who:

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

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

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

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

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

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

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

- (i) findings in relation to the matters specified at 71.3 and provide reasons; and
- (ii) comments on the process, facts or any mitigating circumstances relevant to the case and may make recommendations.

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

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

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

## **72.0 COMMITTEE OF INQUIRY**

72.1 A Committee of Inquiry may be initiated by a staff member writing to the appropriate Deputy Vice-Chancellor to request a review of a recommendation in relation to Unsatisfactory Performance – Clause 13.

72.2 A Committee of Inquiry will also be initiated where required in accordance with the provisions of Misconduct/Serious Misconduct - Clause 14.

72.3 The Committee of Inquiry will comprise:

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

72.4 Each appointee must satisfy the following criteria:

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

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

72.6 The Committee of Inquiry will:

- (i) provide an opportunity for the staff member to be interviewed and ensure that they have adequate opportunity to respond to any decision/review/report/allegation/recommendation;
- (ii) take into account such further materials as the Committee believes appropriate to substantiate (or otherwise) any matters in dispute;
- (iii) seek information and advice in relation to policy, practice and procedural matters;
- (iv) interview any person it thinks fit, including the staff member concerned, to establish the process, facts and any mitigating circumstances relevant to the particular review/report/allegation/recommendation;
- (v) conduct all interviews in the presence of the staff member and/or a representative as specified in Clause 72.4;
- (vi) conduct proceedings as expeditiously as possible;
- (vii) conduct proceedings in camera unless otherwise agreed;
- (viii) ensure that the staff member, or where they choose their representative, and the University or its representative, have the right to ask questions of interviewees, to make submissions and present and challenge evidence, provided that where the committee so determines the staff member, but not their representative, may be excluded from the conduct of the proceedings;
- (ix) determine whether an audio recording of the proceedings (but not the Committee's deliberations) will be made. Where an audio recording is made, it will be available to the staff member and their representative on request.

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

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

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

### **73.0 DISPUTE RESOLUTION PROCEDURE**

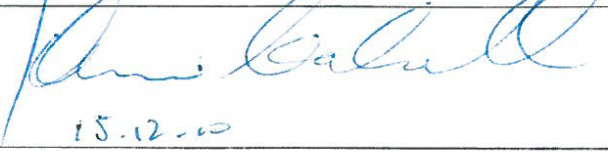
73.1 Where a dispute arises, or is considered likely to arise, regarding the interpretation, application or operation of any provision of this Agreement or the National Employment Standards, the procedures contained in this clause will be followed.

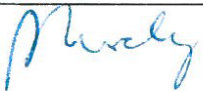


- 73.2 A dispute arising under this clause will in the first instance be discussed by the staff member(s) and their supervisor in an effort to resolve the matter promptly. The staff member(s) may seek the assistance of the relevant Union or other support person (being a staff member) in which case the supervisor may also have a support person.
- 73.3 Where the steps in Clause 73.2 are unsuccessful, or where the Union raises a dispute, a representative of the relevant Union(s) and a representative of the University will discuss the dispute and attempt to reach an agreement.
- 73.4 Where the dispute is not resolved under Clause 73.3, at the request of either party a Disputes Committee will be convened within five (5) working days, unless agreed otherwise. The Disputes Committee will consist of two (2) nominees of the University and two (2) nominees of the Union.
- 73.5 If there is no resolution of the dispute the matter may be referred to Fair Work Australia, or to a person who is a member of the Industrial Relations Commission of New South Wales in accordance with S146B of the New South Wales Industrial Relations Act. In dealing with the dispute the relevant body may exercise the procedural powers in relation to hearings, witnesses, evidence and submissions which are necessary to make such dealing effective.
- 73.6 Should Fair Work Australia or the Industrial Relations Commission of New South Wales proceed with the matter, it will then:
- (i) seek to facilitate a fair and reasonable conclusion to the dispute as promptly as possible, via mediation and/or conciliation of the matter in dispute. If these options are unsuccessful, Fair Work Australia or the Commission may arbitrate the matter. The parties to the dispute may be represented by a person(s) of their choice;
  - (ii) make a recommendation to the parties to the dispute or, if the matter is arbitrated, make a determination. The parties to the dispute will consider any recommendation made. Any determination made will be binding on the parties, subject to a party to the dispute exercising a right of appeal under the Fair Work Act.
- 73.7 This dispute resolution procedure does not apply where the matter is being dealt with in accordance with the Inquiry Officer – Clause 71 or Committee of Inquiry – Clause 72 process.
- 73.8 Until the procedures in this clause have been exhausted, work will continue and no industrial action or any other action likely to exacerbate the dispute will be taken by any party to the dispute.

**FORMAL AGREEMENT**

On behalf of Community and Public Sector Union

Signed	
Date	15.12.10

Witness	
Date	15.12.10

Signed..... Full name in block letters

..... Address

**Party to the Agreement and on behalf of members of the Australian Liquor, Hospitality and Miscellaneous Workers Union**

Date.....

Signed *Grahame McCulloch* ..... GRAHAME McCULLOCH .....  
Full name in block letters

120 Clarendon St, South Melbourne, VIC 3205 .....  
Address

General Secretary, National Tertiary Education Industry Union

Date 17/12/2010

Signed Paul ..... Paul RONALD MUNRO .....  
Full name in block letters

Position Associate Director, Employee Relations

The University of Newcastle, University Drive, Callaghan NSW 2308  
Address

Signed for and on behalf of The University of Newcastle

Date 21/12/10.....

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

Level	Step	Current	2%	2%	2%	2%	2%	2%	2%	2%
			31/03/10	1/10/10	1/03/11	1/10/11	1/03/12	1/10/12	1/03/13	30/06/13
HEW 1	01	35,152	35,855	36,572	37,303	38,049	38,810	39,586	40,378	41,186
	02	36,083	36,805	37,541	38,292	39,058	39,839	40,636	41,449	42,278
	03	37,016	37,756	38,511	39,281	40,067	40,868	41,685	42,519	43,369
	04	37,948	38,707	39,481	40,271	41,076	41,898	42,736	43,591	44,463
HEW 2	01	37,948	38,707	39,481	40,271	41,076	41,898	42,736	43,591	44,463
	02	38,946	39,725	40,520	41,330	42,157	43,000	43,860	44,737	45,632
	03	39,945	40,744	41,559	42,390	43,238	44,103	44,985	45,885	46,803
HEW 3	01	39,945	40,744	41,559	42,390	43,238	44,103	44,985	45,885	46,803
	02	41,154	41,977	42,817	43,673	44,546	45,437	46,346	47,273	48,218
	03	42,364	43,211	44,075	44,957	45,856	46,773	47,708	48,662	49,635
	04	43,571	44,442	45,331	46,238	47,163	48,106	49,068	50,049	51,050
	05	44,781	45,677	46,591	47,523	48,473	49,442	50,431	51,440	52,469
	06	45,937	46,856	47,793	48,749	49,724	50,718	51,732	52,767	53,822
HEW 4	01	45,937	46,856	47,793	48,749	49,724	50,718	51,732	52,767	53,822
	02	47,268	48,213	49,177	50,161	51,164	52,187	53,231	54,296	55,382
	03	48,600	49,572	50,563	51,574	52,605	53,657	54,730	55,825	56,942
	04	49,931	50,930	51,949	52,988	54,048	55,129	56,232	57,357	58,504
HEW 5	01	49,931	50,930	51,949	52,988	54,048	55,129	56,232	57,357	58,504
	02	51,544	52,575	53,627	54,700	55,794	56,910	58,048	59,209	60,393
	03	53,155	54,218	55,302	56,408	57,536	58,687	59,861	61,058	62,279
	04	54,766	55,861	56,978	58,118	59,280	60,466	61,675	62,909	64,167
	05	56,378	57,506	58,656	59,829	61,026	62,247	63,492	64,762	66,057
	06	57,923	59,081	60,263	61,468	62,697	63,951	65,230	66,535	67,866
HEW 6	01	57,923	59,081	60,263	61,468	62,697	63,951	65,230	66,535	67,866
	02	59,917	61,115	62,337	63,584	64,856	66,153	67,476	68,826	70,203
	03	61,915	63,153	64,416	65,704	67,018	68,358	69,725	71,120	72,542
	04	63,913	65,191	66,495	67,825	69,182	70,566	71,977	73,417	74,885
HEW 7	01	63,913	65,191	66,495	67,825	69,182	70,566	71,977	73,417	74,885
	02	65,910	67,228	68,573	69,944	71,343	72,770	74,225	75,710	77,224
	03	67,910	69,268	70,653	72,066	73,507	74,977	76,477	78,007	79,567
	04	69,904	71,302	72,728	74,183	75,667	77,180	78,724	80,298	81,904
	05	71,902	73,340	74,807	76,303	77,829	79,386	80,974	82,593	84,245

Level	Step	Current	2%	2%	2%	2%	2%	2%	2%	2%
			31/03/10	1/10/10	1/03/11	1/10/11	1/03/12	1/10/12	1/03/13	30/06/13
<b>HEW 8</b>	01	71,902	73,340	74,807	76,303	77,829	79,386	80,974	82,593	84,245
	02	73,580	75,052	76,553	78,084	79,646	81,239	82,864	84,521	86,211
	03	76,295	77,821	79,377	80,965	82,584	84,236	85,921	87,639	89,392
	04	78,295	79,861	81,458	83,087	84,749	86,444	88,173	89,936	91,735
	05	79,891	81,489	83,119	84,781	86,477	88,207	89,971	91,770	93,605
	06	81,887	83,525	85,196	86,900	88,638	90,411	92,219	94,063	95,944
	07	83,886	85,564	87,275	89,021	90,801	92,617	94,469	96,358	98,285
<b>HEW 9</b>	01	83,886	85,564	87,275	89,021	90,801	92,617	94,469	96,358	98,285
	02	85,883	87,601	89,353	91,140	92,963	94,822	96,718	98,652	100,625
	03	87,880	89,638	91,431	93,260	95,125	97,028	98,969	100,948	102,967
	04	89,876	91,674	93,507	95,377	97,285	99,231	101,216	103,240	105,305
<b>HEW 10</b>	01	89,876	91,674	93,507	95,377	97,285	99,231	101,216	103,240	105,305

1.2 **Security Officer, HEW 3 (7 day, 38 hour week)**

Step	Current	2%	2%	2%	2%	2%	2%	2%	2%
		31/03/10	1/10/10	1/03/11	1/10/11	1/03/12	1/10/12	1/03/13	30/06/13
01	43,370	44,237	45,122	46,024	46,944	47,883	48,841	49,818	50,814
02	44,682	45,576	46,488	47,418	48,366	49,333	50,320	51,326	52,353
03	45,995	46,915	47,853	48,810	49,786	50,782	51,798	52,834	53,891
04	47,305	48,252	49,217	50,201	51,205	52,229	53,274	54,339	55,426
05	48,620	49,592	50,584	51,596	52,628	53,681	54,755	55,850	56,967
06	49,874	50,871	51,888	52,926	53,985	55,065	56,166	57,289	58,435

1.3 **Security Team Leader, HEW 4 (7 day, 38 hour week)**

Step	Current	2%	2%	2%	2%	2%	2%	2%	2%
		31/03/10	1/10/10	1/03/11	1/10/11	1/03/12	1/10/12	1/03/13	30/06/13
01	49,874	50,871	51,888	52,926	53,985	55,065	56,166	57,289	58,435
02	51,320	52,346	53,393	54,461	55,550	56,661	57,794	58,950	60,129
03	52,766	53,821	54,897	55,995	57,115	58,257	59,422	60,610	61,822
04	54,211	55,295	56,401	57,529	58,680	59,854	61,051	62,272	63,517

## 1.4 Senior Security Officer, HEW 6 (5 day, 38 hour week)

Step	Current	2% 31/03/10	2% 1/10/10	2% 1/03/11	2% 1/10/11	2% 1/03/12	2% 1/10/12	2% 1/03/13	2% 30/06/13
01	62,888	64,146	65,429	66,738	68,073	69,434	70,823	72,239	73,684
02	65,053	66,354	67,681	69,035	70,416	71,824	73,260	74,725	76,220
03	67,222	68,566	69,937	71,336	72,763	74,218	75,702	77,216	78,760
04	69,391	70,779	72,195	73,639	75,112	76,614	78,146	79,709	81,303

## 1.5 Parking Officer, HEW 3 (5 Day, 38 hour week)

Step	Current	2% 31/03/10	2% 1/10/10	2% 1/03/11	2% 1/10/11	2% 1/03/12	2% 1/10/12	2% 1/03/13	2% 30/06/13
01	43,370	44,237	45,122	46,024	46,944	47,883	48,841	49,818	50,814
02	44,682	45,576	46,488	47,418	48,366	49,333	50,320	51,326	52,353
03	45,995	46,915	47,853	48,810	49,786	50,782	51,798	52,834	53,891
04	47,306	48,252	49,217	50,201	51,205	52,229	53,274	54,339	55,426
05	48,620	49,592	50,584	51,596	52,628	53,681	54,755	55,850	56,967
06	49,874	50,871	51,888	52,926	53,985	55,065	56,166	57,289	58,435

## 1.6 Junior Apprentices

Step	Current	2% 31/03/10	2% 1/10/10	2% 1/03/11	2% 1/10/11	2% 1/03/12	2% 1/10/12	2% 1/03/13	2% 30/06/13
Year 1	19,973	20,372	20,779	21,195	21,619	22,051	22,492	22,942	23,401
Year 2	25,964	26,483	27,013	27,553	28,104	28,666	29,239	29,824	30,420
Year 3	31,956	32,595	33,247	33,912	34,590	35,282	35,988	36,708	37,442
Year 4	37,948	38,707	39,481	40,271	41,076	41,898	42,736	43,591	44,463

## 1.7 Adult Apprentices

Step	Current	2% 31/03/10	2% 1/10/10	2% 1/03/11	2% 1/10/11	2% 1/03/12	2% 1/10/12	2% 1/03/13	2% 30/06/13
Year 1	33,154	33,817	34,493	35,183	35,887	36,605	37,337	38,084	38,846
Year 2	35,152	35,855	36,572	37,303	38,049	38,810	39,586	40,378	41,186
Year 3	37,149	37,892	38,650	39,423	40,211	41,015	41,835	42,672	43,525
Year 4	39,146	39,929	40,728	41,543	42,374	43,221	44,085	44,967	45,866



## 1.8 Artist's Models

Step	Current	2% 31/03/10	2% 1/10/10	2% 1/03/11	2% 1/10/11	2% 1/03/12	2% 1/10/12	2% 1/03/13	2% 30/06/13
Draped HEW 1, Step 1	35,152	35,855	36,572	37,303	38,049	38,810	39,586	40,378	41,186
Undraped HEW 1, Step 2	36,083	36,805	37,541	38,292	39,058	39,839	40,636	41,449	42,278

## 1.9 Exam Supervisors

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

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

(ii) Minimum payment is 2 ¾ hours.

Level		Current	2% 31/03/10	2% 1/10/10	2% 1/01/11	2% 1/03/11	2% 1/10/11	2% 1/01/12	2% 1/03/12	2% 1/10/12	2% 1/03/13	2% 30/06/13
	Casual Loading	23.00%	23.00%	23.00%	24.00%	24.00%	24.00%	25.00%	25.00%	25.00%	25.00%	25.00%
1.1	1 candidate	23.68	24.15	24.63	24.83	25.33	25.84	26.05	26.57	27.10	27.64	28.19
1.4	2 to 50	25.56	26.07	26.59	26.81	27.35	27.90	28.13	28.69	29.26	29.85	30.45
3.6	51 to 150	30.94	31.56	32.19	32.45	33.10	33.76	34.03	34.71	35.40	36.11	36.83
4.4	151 to 250	33.63	34.30	34.99	35.27	35.98	36.70	37.00	37.74	38.49	39.26	40.05
5.5	251 – 350	37.97	38.73	39.50	39.82	40.62	41.43	41.76	42.60	43.45	44.32	45.21
6.3	351 – 450	41.70	42.53	43.38	43.73	44.60	45.49	45.86	46.78	47.72	48.67	49.64
7.3	451 or more	45.74	46.65	47.58	47.97	48.93	49.91	50.31	51.32	52.35	53.40	54.47
1.3	Assistant Supervisor	24.93	25.43	25.94	26.15	26.67	27.20	27.42	27.97	28.53	29.10	29.68
3.4	Emanuensis	29.35	29.94	30.54	30.79	31.41	32.04	32.30	32.95	33.61	34.28	34.97
3.4	Supervisor External Exam Centre	29.35	29.94	30.54	30.79	31.41	32.04	32.30	32.95	33.61	34.28	34.97

**SCHEDULE 2**  
**ALLOWANCES**

2.1	Allowance	Eligibility	Amount Payable
	First Aid	Staff who have a current St John Ambulance or equivalent first aid qualification and appointed by the University to be responsible for first aid facilities, injury records and the provision of first aid.	\$14.00 per week
	Clothing and Safety Equipment	Where staff are required to wear uniform/protective clothing provided by the University and where the costs of maintenance, cleaning and replacement are not paid by the University.	Determined by the University
	Electricians	Electricians	\$38.00 per week
	High Voltage	Paid to qualified Electricians who have passed a test of their knowledge of the Electrical Safety Rules and who are required by the University to work or supervise or direct work in accordance with those rules.	\$37.00 per week
	On Call	<p>Paid where a staff member is required to be rostered on call between Monday to Friday, in accordance with Clause 44.1.</p> <p>Paid where a staff member is required to be rostered on call between Saturday and Sunday, in accordance with Clause 44.1.</p>	<p>\$25.00 per day</p> <p>\$30 per day</p>
	Meal Allowance payable to a staff member required to work overtime	<p>2 hours immediately after normal finishing time (unless work ceases prior to 6pm)</p> <p>In excess of 5 hours on a Saturday, Sunday or Public Holiday.</p> <p>Where duty is commenced before 6am when this is at least 1 hour prior to normal starting time.</p> <p>Security Staff In excess of 1 hour before or after normal starting or finishing time.</p>	\$23.60

2.2 The following allowances will be effective at the date this Agreement takes effect and then adjusted by the same percentage and with the same date of effect as the adjustments to the rates of pay under this Agreement:

- (i) First Aid Allowance;
- (ii) Electricians Allowance; and
- (iii) High Voltage Allowance.

## SCHEDULE 3

### THE UNIVERSITY OF NEWCASTLE CLASSIFICATION DESCRIPTORS

#### Definition 1 – Supervision

**"Close supervision"**: clear and detailed instructions are provided. Tasks are covered by standard procedures. Deviation from procedures or unfamiliar situations is referred to higher levels. Work is regularly checked.

**"Routine Supervision"**: direction is provided on the tasks to be undertaken with some latitude to rearrange sequences and discriminate between established methods. Guidance on the approach to standard circumstances is provided in procedures, guidance on the approach to non-standard circumstances is provided by a supervisor. Checking is selective rather than constant.

**"General direction"**: direction is provided on the assignments to be undertaken, with the occupant determining the appropriate use of established methods, tasks and sequences. There is some scope to determine an approach in the absence of established procedures or detailed instructions, but guidance is readily available. Performance is checked by assignment completion.

**"Broad direction"**: direction is provided in terms of objectives, which may require the planning of staff member, time and material resources for their completion. Limited detailed guidance will be available and the development or modification of procedures by the staff member may be required. Performance will be measured against objectives.

#### Definition 2 – Qualifications

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

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

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

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

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

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

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

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

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

#### Definition 3 - Classification dimensions

**"Training level"**: The type and duration of training which the duties of the classification level typically require for effective performance. Training is the process of acquiring skills and knowledge through formal education, on the job instruction or exposure to procedures.

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

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

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

**"Judgement, Independence and Problem Solving"**: Judgement is the ability to make sound decisions, recognising the consequences of decisions taken or actions performed. Independence is the extent to which a staff member is able (or allowed) to work effectively without supervision or direction. Problem solving is the process of defining or selecting the appropriate course of action where alternative courses of action are available. This dimension looks at how much of each of these three qualities applies at each proposed classification level.

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

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## Higher Education Worker Level 1

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

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

Staff members engaged at the base of this level will be provided with structured on the job training in addition to up to 38 hours of induction to the higher education industry which will provide information on the higher education institution, conditions of employment, training to be made available and consequent career path opportunities, physical layout of the institution/work areas, introduction to fellow workers and supervisors, work and documentation procedures, occupational health and safety, equal employment opportunity practices and extended basic literacy and numeracy skills training where required/ necessary to enable career path progression.

### ***Occupational equivalent***

Cleaner, labourer, trainee for level 2 duties.

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

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

### ***Task level***

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

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

Established procedures exist.

### ***Organisational knowledge***

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

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

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

### ***Typical activities***

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

## Higher Education Worker Level 2

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

Persons employed at Level 2 will typically perform duties at a skill level which assumes and requires knowledge, training or experience relevant to the duties to be performed, or completion of year 12 without work experience or an equivalent combination of experience and training.

### ***Occupational equivalent***

Clerk, security patrol officer.

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

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

### ***Task Level***

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

### ***Organisational knowledge***

Following training, may provide general information/advice and assistance to members of the public, students and other staff member 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. An staff member at this level will be expected to perform a combination of various routine tasks where the daily work routine will allow the latitude to rearrange some work sequences, provided the prearranged work priorities are achieved.

### ***Typical activities***

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

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## Higher Education Worker Level 3

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

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

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

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

**Occupational equivalent**

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

**Level of supervision**

In technical positions, routine supervision, moving to general direction with experience. In other positions, general direction. This is the first level where supervision of other staff member may be required.

**Task level**

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

**Organisational knowledge**

Perform tasks/assignments, which require knowledge of the work area processes and an understanding of how they interact with other related areas and processes.

**Judgement, independence and problem solving**

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

**Typical activities**

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

In technical assistant positions:

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

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

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

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

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**Higher Education Worker Level 4****Training level or qualifications**

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

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

**Occupational equivalent**

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

**Level of supervision**

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

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

**Task level**

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

**Organisational knowledge**

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

**Judgement, independence and problem solving**

In trades positions, extensive diagnostic skills. In technical positions, apply theoretical knowledge and techniques to a range of procedures and tasks. In clerical/secretarial positions, provide factual advice, which requires proficiency in the work area's rules and regulations, procedures requiring expertise in a specialist area or broad knowledge of a range of personnel and functions.

**Typical activities**

In trades positions:

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

In technical positions:

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

In library technician positions:

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

In clerical/secretarial positions:

- may undertake a full range of word processing functions, including mathematical formulae and symbols, manipulation of text and layout in desktop publishing software and use of a range of word processing packages if required;
- be responsible for providing a full range of secretarial services in a faculty;
- plan and set up spreadsheets or data base applications;

provide advice to students on enrolment procedures and requirements;  
administer enrolment and course progression records.

### **Higher Education Worker Level 5**

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

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

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

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

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

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

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

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

Apply body of broad technical knowledge and experience at a more advanced level than Level 4, including the development of areas of specialist expertise. In professional positions, apply theoretical knowledge, at degree level, in a straightforward way. In administrative positions, provide interpretation, advice and decisions on rules and entitlements.

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

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

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

In professional positions, solve problems through the standard application of theoretical principles and techniques at degree level. In technical positions, apply standard technical training and experience to solve problems. In administrative positions, may apply expertise in a particular set of rules or regulations to make decisions, or be responsible for co-coordinating a team to provide an administrative service.

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

In technical positions:

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

In library technician positions, perform at a higher level than Level 4, including:  
assist with reader education programs and more complex bibliographic and acquisition services;



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

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

In professional positions and under professional supervision:

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

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### **Higher Education Worker Level 6**

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

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

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

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

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

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

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

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

Perform work assignments guided by policy, precedent, professional standards and managerial or technical expertise. Staff members would have the latitude to develop or redefine procedure and interpret policy so long as other work areas are not affected. In technical and administrative areas, have a depth or breadth of expertise developed through extensive relevant experience and application.

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

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

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

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

**Typical activities**

In technical positions:

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

In administrative positions:

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

In professional positions:

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

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**Higher Education Worker Level 7****Training level or qualifications**

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

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

**Occupational equivalent**

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

**Level of supervision**

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

**Task level**

Independently relate existing policy to work assignments or rethink the way a specific body of knowledge is applied in order to solve problems. In professional or technical positions, may be a recognised authority in a specialised area.

**Organisational level**

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

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

Independently relate existing policy to work assignments, rethink the way a specific body of knowledge is applied in order to solve problems, adapt procedures to fit policy prescriptions or use theoretical principles in modifying and adapting techniques. This may involve stand-alone work or the supervision of others in order to achieve objectives. It may also involve the interpretation of policy, which has an impact beyond the immediate work area.

***Typical activities***

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

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**Higher Education Worker Level 8*****Training level or qualifications***

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

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

***Occupational equivalent***

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

***Level of supervision***

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

***Task level***

Work at this level is likely to require the development of new ways of using a specific body of knowledge, which applies to work assignments, or may involve the integration of other specific bodies of knowledge.

***Organisational knowledge***

The staff member would be expected to make policy recommendations to others and to implement programs involving major change, which may impact on other areas of the Institution's operations.

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

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

**Typical activities**

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

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**Higher Education Worker Level 9****Training level or qualifications**

Persons employed at Level 9 will typically perform duties at a skill level which assumes and requires knowledge or training equivalent to:  
postgraduate qualifications and extensive relevant experience; or  
extensive management experience and proven management expertise; or  
an equivalent combination of relevant experience and/or education/training.

**Occupational equivalent**

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

**Level of supervision**

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

**Task level**

Demonstrated capacity to conceptualise, develop and review major professional, management or administrative policies at the corporate level. Significant high level creative, planning and management functions. Responsibility for significant resources.

**Organisational knowledge**

Conceptualise, develop and review major policies, objectives and strategies involving high level liaison with internal and external client areas. Responsible for programs involving major change, which may impact on other areas of the institution's operations.

**Judgement, independence and problem solving**

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

**Typical activities**

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

## Higher Education Worker Level 10

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

Persons employed at or above this Level will typically perform duties at a skill level which assumes and requires knowledge or training equivalent to:  
proven expertise in the management of significant human and material resources;  
in addition to, in some areas postgraduate qualifications and extensive relevant experience.

### ***Occupational equivalent***

Senior program, research or administrative manager.

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

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

### ***Task level***

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

### ***Organisational knowledge***

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

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

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

### ***Typical activities***

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