

**THE UNIVERSITY OF NEWCASTLE**

**ACADEMIC STAFF ENTERPRISE AGREEMENT**

**2010**

This Agreement takes effect from 28 January 2011

[2011] FWAA 435



## DECISION

*Fair Work Act 2009*

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

**University of Newcastle**

(AG2010/24365)

### UNIVERSITY OF NEWCASTLE ACADEMIC STAFF ENTERPRISE AGREEMENT 2010

Educational services

VICE PRESIDENT LAWLER

MELBOURNE, 21 JANUARY 2011

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

[1] An application has been made for approval of an enterprise agreement known as the *University of Newcastle Academic 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 being a bargaining representative 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 this organisation.

[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 Academic Staff Enterprise Agreement 2010.

1.2 This Agreement is binding upon:

(i) All staff employed as Academic Staff by the University, excluding the Vice-Chancellor, the Deputy Vice-Chancellors and the Pro Vice-Chancellors; and

(ii) The University of Newcastle;

1.3 This Agreement has been negotiated between and applies to:

(i) The University of Newcastle; and

(ii) Members of Academic Staff; and

(iii) The National Tertiary Education Industry Union (NTEU).

(herein referred to as the “parties”).

**2.0 OPERATION OF THE AGREEMENT**

2.1 This Agreement will come into force on and from the date 7 days after the Agreement is approved by 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 Academic Staff Consultative Committee on policy and guideline development that affects the working conditions of staff, and apply policies in a fair and consistent manner.

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

**3.0 DEFINITIONS**

In this Agreement the following definitions will apply:

3.1 “**Agreement**” means *The University of Newcastle Academic Staff Enterprise Agreement 2010*.

3.2 “**AOU**” means Academic Organisational Unit.

3.3 “**Consultation**” means a process in which the University, staff and where they choose their representative(s), have the time and opportunity to exchange information about a matter or issue, provide relevant documents and details, hold discussions to explain their points of view, and genuinely understand the respective views in the decision making process, but does not include the need to reach agreement.

3.4 “**Deputy Vice-Chancellor**” means Head of Division.

3.5 “**Pro Vice-Chancellor**” means Head of Faculty.

3.6 “**Head of School / Director**” means the Head of an Organisational Unit.

- 3.7 “**Staff member**” means an academic staff member of the University of Newcastle.
- 3.8 “**Supervisor**” means a person with line management responsibility for a staff member.
- 3.9 “**The Union**” means The National Tertiary Education Industry Union.
- 3.10 “**The University**” means The University of Newcastle.

#### **4.0 FLEXIBILITY**

- 4.1 The University and a staff member covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement. The terms of this Agreement that may be varied by an individual flexibility arrangement is in relation to:
- (i) cashing out of Long Service Leave (for staff with over 10 years’ service)
- 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 DEVELOPMENT FRAMEWORK**

- 6.1 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.
- 6.2 Accountability for the Performance Development Framework rests with the supervisor.
- 6.3 A staff member may make a request to the appropriate Pro Vice-Chancellor for the nomination of an alternative Performance Development Framework supervisor, stating the reasons for that request. Where such a request is declined the staff member will be provided with reasons for the decision in writing.
- 6.4 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;
  - (iii) review of achievements and the effectiveness of development activities previously undertaken.
- 6.5 Performance and Development Plans will have regard to the staff member's level of appointment, the University of Newcastle Position Classification Standards, and workload.
- 6.6 Performance feedback will include student feedback on teaching from at least one course per year for which the staff member has had some responsibility for teaching, as agreed with the academic supervisor. Student feedback on its own cannot be used as a measure of teaching performance.
- 6.7 A mentor may be used to encourage the professional and personal development of the staff member.
- 6.8 The Performance Development Framework operates in association with, but separate to:
- (i) Promotion - Clause 8;
  - (ii) Performance Concerns – Clause 9;
  - (iii) Unsatisfactory Performance – Clause 10;
  - (iv) Staff Development - Clause 13; and
  - (v) Academic Workload - Clause 31.

## **7.0 PROBATION**

- 7.1 Staff members, other than casual staff members, may be engaged subject to a reasonable probationary period that is directly related to the nature of the work to be carried out and the nature of the employment in the following circumstances:
- (i) in their first appointment; or
  - (ii) if a staff member was previously employed in a different role to that of their first continuing appointment.
- 7.2 Staff members may be subject to a probationary period of:
- (i) up to 3 years for continuing positions. This period may be extended for a maximum of 2 periods of 1 year; or
  - (ii) up to 1/3 of the term of a fixed term contract for fixed term positions. This period may be extended for a maximum of 6 months.

- 7.3 The performance of probationary staff will be subject to ongoing assessment throughout the probationary period. This assessment will be directly related to their work as defined by the terms of probation, the position description, the University of Newcastle Position Classification Standards and compliance with University Policies and Codes of Conduct.
- 7.4 Probationary staff will be provided with periodic counselling to confirm progress or identify difficulties and develop strategies for resolution, including relevant staff development.
- 7.5 Prior to the end of the probationary period, the Head of School and Pro Vice-Chancellor will meet with the staff member as part of a probationary review to discuss the staff member's performance and any significant concerns. The staff member will have an opportunity to respond.
- 7.6 The staff member will be provided with a copy of the probationary review report. The staff member will have 5 working days to respond and/or provide additional information in relation to the probationary review report.
- 7.7 Following receipt of the probationary review report and the response from the staff member, the Pro Vice-Chancellor will make a recommendation to the Director, Human Resource Services 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.

- 7.8 The staff member will be advised in writing by the Director, Human Resource Services of a decision to confirm appointment or, of a recommendation to extend the probationary period, or to terminate the appointment including reasons for the recommendation.
- 7.9 The staff member may make a request in writing to the Director, Human Resource Services for a review, in accordance with Committee of Inquiry – Clause 49, of a recommendation that the probation period be extended or the appointment terminated. Such a request must be made within 5 days of the written advice being provided by the Director, Human Resource Services.
- 7.10 The appropriate Deputy Vice-Chancellor will consider the Pro Vice-Chancellor's recommendation, any supplementary information provided by the staff member and/or any report arising from a review from the Committee of Inquiry and will decide that:
- (i) the appointment be confirmed; or
  - (ii) the probationary period be extended for a nominated period; or
  - (iii) the appointment be terminated with 2 weeks notice or payment in lieu of notice.

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

## **8.0 PROMOTION**

- 8.1 The University acknowledges the critical importance of career progression to the effective and efficient operation of the University and for the recognition of its staff. Promotion should be informed by the Performance Development Framework process.
- 8.2 A staff member is entitled to apply for promotion on the basis of merit.
- 8.3 The University will establish a committee that will make a recommendation in relation to each application for determination by the Deputy Vice-Chancellor (Academic and Global Relations). Where the Deputy Vice-Chancellor (Academic and Global Relations) does not agree with the recommendations of the Committee, the Deputy Vice-Chancellor (Academic and Global Relations) will give written reasons for the determination to the affected applicants.
- 8.4 Where an application for promotion is unsuccessful the staff member will be provided with feedback in relation to the academic activities requiring further development and ways to address these development needs.

8.5 Concerns by a staff member regarding the procedures leading to a determination by the Deputy Vice-Chancellor (Academic and Global Relations) under Clause 8.3 may be submitted to the Vice-Chancellor for consideration.

## 9.0 PERFORMANCE CONCERNS

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

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

## 10.0 UNSATISFACTORY PERFORMANCE

10.1 For the purposes of this clause:

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

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

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

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

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

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

10.5 A copy of the report is to be provided to the staff member and the relevant Pro Vice-Chancellor/Director. 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.

10.6 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 12.

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

- 10.7 The staff member may, within 5 working days of being provided with a report which includes a recommendation under Clause 10.6 (iii), request that the matter be referred to a Committee of Inquiry under Clause 49.
- 10.8 If the matter is referred to the Deputy Vice-Chancellor under Clause 10.6 (iii), the appropriate Deputy Vice-Chancellor will take into account:
- (i) the supervisor's report and supporting materials;
  - (ii) the staff member's response to the supervisor's report;
  - (iii) the Pro Vice-Chancellors'/Directors' recommendation under Clause 10.6 (iii); and, if applicable
  - (iv) any findings and recommendations of the Committee of Inquiry under Clause 49.

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

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

## 11.0 MISCONDUCT/SERIOUS MISCONDUCT

- 11.1 For the purpose of this clause:

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

11.1.2 "**Serious Misconduct**" means:

- (i) serious misbehaviour of a kind which constitutes a serious impediment to the carrying out of a staff member's duties or to a staff member's colleagues carrying out their duties;
- (ii) serious dereliction of the duties required of the staff member's office;
- (iii) conviction by a court of an offence which constitutes a serious impediment of the kind referred to in (i) above.

11.1.3 Serious misconduct shall include:

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

- 11.2 Where a matter which may involve misconduct or serious misconduct has been dealt with as if it were a case of Unsatisfactory Performance - Clause 10, it cannot be dealt with under this clause.

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

- 11.4 Any allegation of misconduct or serious misconduct will be considered by the appropriate Deputy Vice-Chancellor. If the Deputy Vice-Chancellor believes such allegations warrant further investigation they will:
- (i) notify the staff member of the allegations in writing and in sufficient detail to enable the staff member to understand the precise nature of the allegations and to properly consider and respond to them; and require the staff member to submit a written response within 10 working days unless, where required, the matter has been referred to an external body; or
  - (ii) where required, refer the matter to an external body with the appropriate jurisdiction to deal with the matter and in such cases, inform the staff member in writing at the time of such referral.
- 11.5 At any time after an allegation of misconduct/serious misconduct has been received by the appropriate Deputy Vice-Chancellor, the Deputy Vice-Chancellor may suspend the staff member on full pay, or may suspend the staff member without pay if the Deputy Vice-Chancellor is of the view that the alleged conduct amounts to serious misconduct such that it would be unreasonable to require the University to continue employment during a period of notice. Provided that:
- (i) where the suspension without pay occurs at a time when the staff member is on paid leave of absence, the staff member will continue to receive salary for the period of leave of absence;
  - (ii) the staff member may engage in paid employment or draw on any annual leave or long service leave credits for the duration of the suspension without pay;
  - (iii) the Deputy Vice-Chancellor may at any time direct that salary be paid on the ground of hardship;
  - (iv) any lost salary and other entitlements will be reimbursed if it is ultimately determined that dismissal is not warranted.
- 11.6 During any period of suspension the staff member may be excluded from the University, provided that they shall be permitted reasonable access to the University for the preparation of their case and to collect personal property.
- 11.7 If the allegations are admitted in full by the staff member, or if the staff member has not responded to the allegations, and the appropriate Deputy Vice-Chancellor is of the view that the conduct amounts to misconduct or serious misconduct, the Deputy Vice-Chancellor may decide to take disciplinary action and, if so, will advise the staff member in writing of the decision and the operative date of the disciplinary action.
- 11.8 If the allegation is denied in part or in full, the appropriate Deputy Vice-Chancellor will refer the matter to a Committee of Inquiry under Clause 49, unless they decide to take no further action, or may counsel or censure the staff member for unsatisfactory behaviour and take no other action.
- 11.9 Any Committee of Inquiry report or findings of an external body in accordance with Clause 11.4 (ii) will be considered by the Deputy Vice-Chancellor, who will determine:
- (i) there is no misconduct/serious misconduct and take appropriate action; or
  - (ii) to counsel or censure the staff member; or
  - (iii) that misconduct/serious misconduct has occurred and advise the staff member of the disciplinary action to be taken in accordance with Disciplinary Action - Clause 12.

## **12.0 DISCIPLINARY ACTION**

- 12.1 Decisions to discipline a staff member may result from:
- (i) Unsatisfactory Performance - Clause 10; or
  - (ii) Misconduct / Serious Misconduct - Clause 11.
- 12.2 The decision to take disciplinary action is made by the Vice-Chancellor or appropriate Deputy Vice-Chancellor. Disciplinary action means any one or combination of the following:
- (i) counselling; and/or

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

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

## **PART C: PROFESSIONAL DEVELOPMENT**

### **13.0 STAFF DEVELOPMENT**

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

### **14.0 INDUCTION**

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

### **15.0 STUDY LEAVE, EXAMINATION LEAVE AND REIMBURSEMENT OF FEES**

15.1 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.

15.2 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.

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

15.4 Study leave and/or examination leave, including travel time associated with attending examinations, when granted, will be accordance with Clause 15.5.

#### **15.5 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.

- 15.6 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.
- 15.7 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.
- 15.8 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**

##### **16.0 ORGANISATIONAL CHANGE**

- 16.1 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.
- 16.2 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.
- 16.3 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.
- 16.4 The University will meet with affected staff and the Unions to discuss the Consultation Paper.
- 16.5 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.
- 16.6 The University will consider the comments, recommendations and submissions and provide feedback to the staff member(s) and the Union(s).
- 16.7 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 16.8.
- 16.8 The University will prepare a formal Proposal which includes the details specified in Clause 16.3 above and the outcome of any consultations.
- 16.9 The University will forward the Proposal to affected staff and the Unions. The Proposal will also be published on the University website.
- 16.10 The Proposal and any recommendations will be forwarded to the Vice-Chancellor for consideration and determination.

## **17.0 VOLUNTARY SEPARATION, REDEPLOYMENT AND RETRENCHMENT**

### **17.1 Voluntary Separation**

17.1.1 The University will ensure:

- (i) fair and objective criteria are used to identify positions that are no longer required and staff members who are excess; and
- (ii) fair process is observed.

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

17.1.3 The staff member will have a period of 4 weeks from the date of the notice in Clause 17.1.2 within which to elect to do one of the following:

- (i) accept a voluntary separation package, to be taken up within a period of 2 weeks, comprising:
  - (a) 26 weeks salary; plus
  - (b) 2 weeks' salary for each completed year of service at the University to a maximum of 52 weeks; and
  - (c) a 20% loading on the above combined total; and
  - (d) statutory entitlements; or,
- (ii) seek redeployment and remain as a detached staff member for a period of up to 52 weeks. The date of commencement of the 52 week period is the date of notification of becoming a detached staff member.

17.1.4 If the staff member has not taken one of the options outlined in Clause 17.1.3 above they will be deemed to have chosen the option in Clause 17.1.3 (ii).

## 17.2 Redeployment

- 17.2.1 A staff member who has elected the option in 17.1.3 (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.
- 17.2.2 The salary of a detached staff member will be maintained during the period of redeployment.
- 17.2.3 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 17.1.3 (ii), they will receive salary maintenance for a period of 52 weeks from the date of detachment.
- 17.2.4 The University will allocate suitable work to the detached staff member during the displacement period. Wherever possible, a detached staff member will continue to work at the same work value level during the period of displacement/redeployment.
- 17.2.5 Staff members who elect to be redeployed in accordance with Clause 17.1.3 (ii), may, at a later date elect to separate at any time during the 52 week period mentioned in Clause 17.1.3 (ii) above. Such staff members will receive a separation payment comprising:
- (a) 26 weeks salary; plus
  - (b) 2 weeks' salary for each completed year of service at the University to a maximum of 52 weeks; and
  - (c) statutory entitlements.
- 17.2.6 During the redeployment period, the staff member will be provided with training and development where additional skills are required, subject to approval by the Director, 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.
- 17.2.7 Where a staff member has chosen to exercise the right of preference of employment in Clause 17.2.1 and applies for a position, a Selection Committee will determine the suitability of the applicant for redeployment to the position on the basis of the selection criteria. The Committee will recommend one of the following options:
- (i) that the position be offered to the staff member (or the preferred applicant where more than 1 detached staff member applies). The Committee may decide the applicant should be given 3 months appropriate training to adapt skills to the position;
  - (ii) redeployment for a trial period of 3 months, with training where the applicant lacks relevant and related experience in a similar work field. The line manager will review the redeployment at the end of 3 months and either confirm the appointment (with further training if deemed necessary) or, if either the manager or the staff member considers the trial is unsuccessful, discuss further options for redeployment with the staff member; and/or
  - (iii) that any or all of the applicants are not suitable for redeployment to the available position.
- 17.2.8 In relation to Clause 17.2.7 (iii), staff not successful in being redeployed to an available position will have access to the Inquiry Officer procedure - Clause 48.

**17.3 Retrenchment**

17.3.1 If separation or successful redeployment has not occurred within 52 weeks of the detachment period, the staff member will receive notice, or payment in lieu of notice, together with a severance payment as follows:

**(i) Notice**

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

**(ii) Severance**

Continuous Period of Service	Severance
Up to the completion of 2 years	4 weeks pay
2 years and up to the completion of 3 years	6 weeks pay
3 years and up to the completion of 4 years	7 weeks pay
4 years and up to the completion of 5 years	8 weeks pay
5 years and up to the completion of 6 years	10 weeks pay
6 years and up to the completion of 7 years	11 weeks pay
7 years and up to the completion of 8 years	13 weeks pay
8 years and up to the completion of 9 years	14 weeks pay
9 years and up to completion of 10 years	16 weeks pay
At least 10 years	12 weeks

provided that:

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

17.3.2 Where reasonable offers of redeployment, 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 separation package as outlined in Clause 17.3.1.

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

**PART E: SEPARATION FROM EMPLOYMENT****18.0 ABANDONMENT OF EMPLOYMENT**

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

- (i) The University will make reasonable attempts to contact the staff member (including a registered letter), using their most currently available contact details, requiring the staff member to provide an explanation for the absence.
- (ii) The staff member will be on unauthorised leave without pay for the period of the absence.
- (iii) If there was reasonable cause for the absence, the staff member may apply for an appropriate form of leave to cover the absence.
- (iv) If the staff member does not establish to the satisfaction of the appropriate Deputy Vice-Chancellor that there was a reasonable cause for the absence, and the staff member seeks to resume duty, the matter may be dealt with as possible misconduct under Misconduct/Serious Misconduct – Clause 11.
- (v) If the staff member fails to respond within 10 working days of the date of the registered letter under Clause 18.1 (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.

## 19.0 RESIGNATION AND TERMINATION

19.1 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 7;
- (ii) Unsatisfactory Performance - Clause 10;
- (iii) Misconduct / Serious Misconduct - Clause 11;
- (iv) Disciplinary Action - Clause 12;
- (v) Voluntary Separation, Redeployment and Retrenchment - Clause 17;
- (vi) Abandonment of Employment – Clause 18; and
- (vii) Incapacity - Clause 20.

### 19.2 Resignation

19.2.1 A staff member, other than a casual staff member, who intends to resign from their employment with the University is required to give sufficient notice so as to complete their existing teaching commitments. The University will not unreasonably refuse a request by a staff member to reduce the period of notice.

19.2.2 A casual staff member engaged on a sessional basis who intends to resign from their employment with the University, is required to give 2 weeks notice of resignation, unless a lesser period is agreed with the University.

### 19.3 Termination

19.3.1 Where the University terminates the employment of a staff member other than a casual, 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.

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

If the staff member is over 45 years old at the time of the notice and has completed at least 2 years of continuous service with the University the staff member will receive an additional 1 week's notice or payment in lieu.

19.3.2 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), or payment in lieu of notice.

19.3.3 A casual staff member employed on a sessional basis, will be given 2 weeks notice, or payment in lieu of such notice, should the University wish to terminate the employment.

## 20.0 INCAPACITY

- 20.1 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.
- 20.2 Where issues of incapacity cannot reasonably be resolved under Clause 20.1, 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.
- 20.3 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.
- 20.4 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 20.2 will lapse and, subject to Clause 20.5, no further action will, be taken under this clause.
- 20.5 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 20.2 and then proceed in accordance with the remainder of this clause.
- 20.6 A copy of the medical report made by the medical practitioner required under Clause 20.2 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.
- 20.7 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 20.6), 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.
- 20.8 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 20.6, the staff member may, within 10 working days of receipt of the medical report, may request a review of the medical report.
- 20.9 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.

- 20.10 If the review under Clause 20.9 indicates that the staff member is able to resume duty within 6 months from the date of the initial report referred to in Clause 20.6, action will be taken in accordance with Clause 20.7.
- 20.11 If a review of the medical report is not requested by the staff member or if the review confirms the findings concerning incapacity to resume duty, the Vice-Chancellor may notify the staff member, of the decision to terminate their employment by reason of incapacity. The notice of termination due to incapacity, or pay instead of notice, will be 6 months.
- 20.12 In making an assessment as to whether a staff member is unable to perform his or her duties and is unlikely to be able to resume them within a reasonable period, the medical practitioner or panel of medical practitioners appointed pursuant to this clause will, as far as practicable, apply the standards used by the staff member's superannuation scheme, if any, in determining qualification for the payment of a disablement pension or other similar benefit.
- 20.13 The provisions of this clause do not override New South Wales Workers Compensation legislation.
- 20.14 If any action in accordance with Clause 20.7 would result in the staff member being unable to access permanent disability benefits through their superannuation scheme under circumstances where the superannuation scheme had determined that the staff member would be fit to return to employment within 12 months, the period of employment from the commencement of action under this clause to action taken under Clause 20.7 will be extended to 12 months.

## **PART F: WORKING ENVIRONMENT**

### **21.0 INTELLECTUAL PROPERTY RIGHTS**

- 21.1 Subject to legislative provisions on moral and intellectual property rights, the following principles will apply to the management of intellectual property:
- 21.1.1 The University asserts ownership of intellectual property created by originators in the course of their employment with the University unless specified otherwise.
- 21.1.2 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.
- 21.1.3 The rights and responsibilities of originators and managers of intellectual property are to be properly communicated to staff.
- 21.2 Nothing in this clause prevents a staff member from entering into a commercial agreement with the University.
- 21.3 Disputes regarding intellectual property rights may be referred to the Inquiry Officer – Clause 48.
- 21.4 Nothing in this clause will be construed as excluding the jurisdiction of any external body competent to deal with intellectual property rights.

### **22.0 INTELLECTUAL FREEDOM**

- 22.1 The parties to the Agreement are committed to act in a manner consistent with the protection and promotion of intellectual freedom within the University.
- 22.2 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.
- 22.3 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.
- 22.4 The University will encourage staff to participate in governance of the institution. The University is committed to operating in a transparent manner.

### **23.0 EQUITY AND EQUAL EMPLOYMENT OPPORTUNITY**

- 23.1 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.

**24.0 OCCUPATIONAL HEALTH, SAFETY AND WELFARE**

- 24.1 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.
- 24.2 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 50.
- 24.3 The University will provide a program, incorporating the principle of reasonable adjustment, to support injured/ill staff members to return to the workplace.
- 24.4 Nothing in this clause will be construed as excluding the jurisdiction of any external body competent to deal with occupational health and safety matters.

**25.0 DISCRIMINATION, HARASSMENT, BULLYING AND VICTIMISATION**

- 25.1 The University is committed to preventing and eliminating all forms of unlawful discrimination and harassment.
- 25.2 The University will comply with its obligations under the Federal and NSW legislation relating to discrimination.
- 25.3 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.
- 25.4 In the event of alleged discrimination, harassment, bullying or victimisation, a staff member or their representative may refer the matter to the University's Complaints Procedure or notify a dispute under Dispute Resolution Procedure - Clause 50.
- 25.5 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.

**26.0 STAFF COUNSELLING AND ASSISTANCE**

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

**PART G: REMUNERATION ARRANGEMENTS****27.0 SALARY**

- 27.1 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	2.65% from 30 June

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

**28.0 SALARY PACKAGING**

- 28.1 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.
- 28.2 The University will consult with the Academic Staff Consultative Committee on salary packaging opportunities as they arise.

## 29.0 SUPERANNUATION

- 29.1 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.
- 29.2 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.
- 29.3 Should any amendment to the UniSuper Trust Deed make it possible for employer contributions to be varied, the University may allow such flexibility at the staff member's request. Any reduction in the employer superannuation contribution will be paid as salary.

## **PART H: EMPLOYMENT ARRANGEMENTS**

### **30.0 CATEGORIES OF EMPLOYMENT**

- 30.1 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 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 for each class of duty required and a statement that any additional duties required during the term will be paid for;
  - (vi) for a staff member on probation, the length and terms of the probation; and
  - (vii) other main conditions of employment, including any right to apply for conversion.
- 30.2 All staff members will be entitled to a written statement of service stating the period of employment and the duties performed.
- 30.3 **Additional Employment**
- 30.3.1 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.
- 30.3.2 Additional employment must not adversely affect the discharge of the staff member's primary duties and responsibilities.
- 30.4 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.
- 30.5 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 7, Unsatisfactory Performance - Clause 10, Misconduct/Serious Misconduct – Clause 11 apply), or by the occurrence of the contingency.
- (iii) **'Fixed-term employment'** means employment for a specified term, for which the instrument of engagement will specify the starting and finishing dates and for which during the term of employment the contract is not terminable by the University, other than during a probationary period, or for unsatisfactory performance, or for serious misconduct (in which case the procedures and notice in Probation - Clause 7, Unsatisfactory Performance - Clause 10, Misconduct/Serious Misconduct – Clause 11 apply); or where the work is no longer required to be undertaken, in which case the fixed term staff member is entitled to payment equivalent to either 6 months salary or the balance of the contract, whichever is the lesser.
- (iv) **'Casual employment'** means employment by the hour and paid on an hourly basis that includes a loading of 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. Casual employment may be on an hourly or sessional basis.

### 30.6 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:

#### 30.6.1 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 or funding comprised of payments of fees made by or on behalf of students.

#### 30.6.2 Research

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

#### 30.6.3 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.

#### 30.6.4 Recent professional practice required

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

#### 30.6.5 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.

#### 30.6.6 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.

#### 30.6.7 Fixed-term contract employment subsidiary to studentship

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

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

#### 30.6.8 New organisational area

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

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

#### 30.6.9 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.

### 30.7 Contingent and Fixed-term Employment

#### 30.7.1 Notice at Expiry of Contingent & Fixed Term Employment

30.7.1.1 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.

30.7.1.2 The notice under Clause 30.7.1.1 will be the greater of:

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

30.7.1.3 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.

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

30.7.1.5 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 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.

### 30.7.2 Offer of Further Employment

Other than in exceptional circumstances, at the time of giving the notice required by Clause 30.7.1.1 (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.

### 30.7.3 Right to Apply For Conversion to Continuing Employment

30.7.3.1 Where, further employment is offered under Clause 30.7.2 and the staff member was employed in the same or substantially similar position through a competitive and open selection process and has performed at a satisfactory level, the staff member may apply for conversion to continuing employment on the same salary and classification.

30.7.3.2 Staff who have been employed on a contingent or fixed-term contract for 12 months or more may apply for conversion to continuing employment on the same salary and classification where the staff member was employed in the relevant position through a competitive and open selection process and has performed at a satisfactory level.

30.7.3.3 The University may refuse conversion on reasonable grounds.

30.7.3.4 The University will determine an application for conversion either by offering conversion to continuing employment or by rejecting the application, and will provide a written response, including reasons, to the staff member.

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

### 30.7.4 Severance Pay

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

30.7.4.1 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.

30.7.4.2 On termination of a contingent contract of employment.

30.7.4.3 Subject to 30.7.4.1, 30.7.4.2, the following severance arrangements apply.

Length of continuous service	Severance Pay
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

30.7.4.4 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 30.7.4.3, up to a maximum of 52 weeks.

### 30.7.5 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. Where an offer of employment is made within this period, no severance payment will be made.

### 30.7.6 Breaks in Service

30.7.6.1 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 a break in continuous service. A break between contingent or fixed-term contracts, where the second or subsequent contingent or fixed-term contract is for the same position, will not constitute a break in service if that break covers the summer period between main semesters. The lengths of and breaks between contingent or fixed-term contracts will not be structured to avoid obligations with regard to severance payments.

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

## 30.8 Casual Employment

30.8.1 Casual staff members will be paid according to the duties undertaken. Casual rates are described in Schedule 2 - Minimum Salaries for Casual Staff. These rates include the casual loading.

30.8.2 Generally, where the nature of the work being offered fits one or more circumstances outlined in Clause 30.6, and is for a period of more than 12 months, a casual contract would not be offered.

- 30.8.3 Within 18 months of approval of this Agreement, the University will undertake a review of casual employment and consult on the findings with the Academic Staff Consultative Committee (ASCC).
- 30.8.4 The rates provided for in Schedule 2 are derived from three base rates calculated using the following formulae:
- (i) **Lecturing and higher marking rate**  
The base rate applicable to lecturing or for purposes of the higher marking rate is determined by reference to the second step of the full-time Level B scale.
  - (ii) **Rate applicable to performance of other duties involving full-time subject coordination or possession of a relevant doctoral qualification**  
The base rate applicable where the duties include full subject coordination or where the academic possesses a relevant doctoral qualification is determined by reference to the sixth step of the full-time Level A scale.
  - (iii) **Rate applicable to all other duties**  
The base rate applicable to all other duties including tutoring rates not covered above is determined by reference to the second step of the full-time Level A scale.
- 30.8.5 The University will pay casual staff members within 22 days from the submission of a completed valid claim for payment to the appropriate representative as identified by the University to the staff member.
- 30.8.6 **Provision of Resources**  
Casual staff members with teaching duties will be provided with access to shared office space, photocopying facilities, a telephone, a location for receiving mail, an appropriate computer and secretarial facilities.
- 30.8.7 **Casual Staff Members Engaged for 12 weeks or more**  
Casual staff members will:
- (i) give 2 weeks notice of termination of employment unless a lesser period is agreed with the University; or
  - (ii) be given 2 weeks notice, or payment in lieu of such notice, should the University wish to terminate the employment.

## **31.0 ACADEMIC WORKLOAD**

- 31.1 While recognising the complex nature of academic workloads, the University acknowledges that academic workload consists of three major components:
- (i) teaching, curriculum development and research supervision;
  - (ii) research, scholarship, creative achievement and professional activity;
  - (iii) service and administration to the University at School, Faculty and/or University level and to the community.
- 31.2 **Objectives and Principles**  
The objectives of Academic Workload Management are to ensure that:
- 31.2.1 The University is staffed in such a manner that it meets the University's Strategic Plan.
  - 31.2.2 Work is allocated on a reasonable and equitable basis, generating an acceptable and reasonable level of workload that does not adversely impact the health and safety of staff.
  - 31.2.3 Management and staff have the best possible information to achieve organisational goals and objectives.
  - 31.2.4 The University maintains a high level of transparency in the Workload Management process, including consultation with staff.

- 31.2.5 The University operates within sustainable funding arrangements.
- 31.2.6 The University will develop and apply a generic workload framework for the management of workload through the Academic Staff Consultative Committee – Clause 47.
- 31.2.7 The workload framework will generally seek to achieve a balanced workload consisting of teaching, research and service (administration and community). The parties acknowledge the important focus of scholarly activity within the University and that each Faculty/AOU may require a different mix of work components depending upon the strategic initiatives described for the University and/or for each Faculty/AOU. To achieve this aim, each Faculty will establish a band of work acceptable within that Faculty which constitutes a fair and reasonable workload for each member of academic staff within the Faculty.
- 31.2.8 Faculties will develop and maintain an appropriate workload model within the University framework through strategic and collegiate/consultative processes.
- 31.2.9 Work will be allocated and scheduled, in consultation with the staff member, by the staff member's supervisor/Head of School as part of the Performance Development Framework and the Workload Management process.

### 31.3 **Process**

The Workload Management process will:

- 31.3.1 Be used to inform staffing levels and resourcing for Schools and Faculties.
- 31.3.2 Recognise the role of workload management in strategic planning and the critical link between decisions concerning degree programs, course offerings and teaching allocations.
- 31.3.3 Be consistent with the University of Newcastle Position Classification Standards (PCS's).
- 31.3.4 Support other academic matters such as the Performance Development Framework, promotion, staff development, appointment, categories of employment, redeployment and retraining.
- 31.3.5 Inform comparisons across groups and within defined work areas to assist the creation of upper and lower parameters of work.
- 31.3.6 Be considered on an annual basis but have regard for workload fluctuations and shifts in duties over a 3 year cycle.
- 31.3.7 Include discussion of leave plans, including long service leave and annual leave periods.
- 31.3.8 Take into account corporate data including teaching, research, publication and administration information as well as details gathered at the Faculty level.
- 31.3.9 Be based on 37.5 hours per week for 46 weeks per annum for a full-time academic staff member.
- 31.3.10 Ensure workload is allocated, in consultation with the staff member, on a reasonable and equitable basis taking into account the following:
  - (i) all areas of academic work;
  - (ii) a staff member's level and terms of appointment and time fraction;
  - (iii) the needs of early career academic staff to establish a research profile and/or progress research higher degree requirements;
  - (iv) time for both funded and unfunded research activities, grant activities and pursuit of scholarship;
  - (v) contextual factors associated with teaching activities such as preparation, assessment, curriculum development, level of course, modes and location of delivery, student numbers, supervision of students/staff, and administration;
  - (vi) staff development and the Performance Development Framework;
  - (vii) the need to maintain appropriate work-life balance;

(viii) reasonable accommodation of carers' responsibilities and/or disability.

31.3.11 Ensure academic staff will not be required to work excessive hours.

31.3.12 Ensure academic staff are not allocated work outside the bandwidth of the reasonable number and span of hours established by each Faculty/AOU.

31.3.13 Provide that academic staff who are on Special Studies Program (SSP) are not available for normal teaching, research, administration or community service duties unless specifically provided for as part of their program of leave.

31.3.14 Be developed and/or reviewed within each Faculty/AOU through consultation involving all academic staff.

31.3.15 Normally apply the following when allocating work:

- (i) Teaching in two (2) semesters with appropriate year beginning and year end breaks plus a combination of research, administration and service; or
- (ii) Teaching in two (2) trimesters within the three (3) trimesters per year model plus a combination of research, administration and community; or
- (iii) a combination of semester and trimester teaching which is averaged during a year following discussion with the responsible Head of School/AOU. In some cases the work may be averaged over a period of three (3) years.

31.3.16 Ensure provision is made for inter-campus, field work and overseas travel required to fulfil teaching commitments.

#### 31.4 Information

31.4.1 The University will provide staff with ongoing access to workload activity reports and opportunities to maintain or update workload records.

31.4.2 The University will make information available to staff to assist effective discussion of workload including:

- (i) detailed information about workload formula used to calculate an individual academic's workload;
- (ii) student enrolments in all courses;
- (iii) staff/student ratios;
- (iv) the total teaching hours performed in all categories of employment of academic staff;
- (v) workload profiles.

31.4.3 Heads of School are to use workload information to inform and promote:

- (i) reasonable and equitable allocation of workload;
- (ii) effective and efficient operations; and
- (iii) meaningful discussions between staff and their supervisors regarding workload.

#### 31.5 Workload Review

31.5.1 A staff member may request a review of workload by discussing details with their supervisor, Head of School, Deputy or Pro Vice-Chancellor. After exhausting the previous process, a staff member may seek to have their workload reviewed, by referring the matter to an Inquiry Officer under Clause 48.

31.5.2 The ASCC will:

- (i) monitor and review the implementation of this clause;
- (ii) monitor and report on average teaching loads and the distribution of teaching within and across each Faculty; and

- (iii) identify and consult on broad workload concerns and the impact on workload of changes to courses and programs.

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

- 32.1 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.
- 32.2 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.
- 32.3 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.
- 32.4 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.
- 32.5 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.
- 32.6 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.
- 32.7 To facilitate the implementation of this clause, the University will appoint an Indigenous Employment Coordinator as an identified Aboriginal and Torres Strait Islander position.

**32.8 Selection and Recruitment**

- 32.8.1 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.
- 32.8.2 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.
- 32.8.3 Indigenous staff on fixed-term contracts will be supported in seeking alternative employment opportunities within the University prior to the expiry of their contract.

**32.9 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.

**32.10 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:

**32.10.1 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;

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

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

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

**33.0 THE UNIVERSITY OF NEWCASTLE POSITION CLASSIFICATION STANDARDS**

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

**PART I: FLEXIBLE WORKING ARRANGEMENTS****34.0 FLEXIBLE WORKING ARRANGEMENTS FOR CARERS**

- 34.1 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.
- 34.2 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.

- 34.3 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.
- 34.4 A request must be in writing and set out details of the change sought and the reasons for the change.
- 34.5 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.
- 34.6 If the University refuses the request, the response must include details of the reasons for the refusal.

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

### **35.0 ANNUAL LEAVE**

- 35.1 This clause applies to a staff member other than a casual staff member.
- 35.2 A staff member:
- (i) accrues annual leave on a daily basis at the rate of 20 days per year of full-time service (or pro rata for part-time or part-year service); and
  - (ii) is eligible to take annual leave as it accrues.
- 35.3 **Taking and Recording of Annual Leave**
- 35.3.1 Except as provided for in Clauses 35.3.2 and 35.3.3, a staff member is required to take, within the period of the 20 working days following the commencement of the University's annual closedown in each calendar year, all annual leave that has accrued in that year (the 'Accrued Annual Leave').
- 35.3.2 Accrued Annual Leave may be taken at other times with the approval of the staff member's Head of School, providing that the full amount of the Accrued Annual Leave is to be taken each year.
- 35.3.3 Where Accrued Annual Leave is taken under Clause 35.3.2:
- (i) it will normally be taken in the staff member's non-teaching periods; and
  - (ii) the staff member must record the dates on which it is taken and provide that record to the Head of School.
- 35.3.4 In exceptional circumstances, a staff member who cannot use the full Accrued Annual Leave in a particular year under Clauses 35.3.1 or 35.3.2:
- (i) may apply in writing no later than 31 January in the following year for a credit for the unused portion of the Accrued Annual Leave;
  - (ii) must provide a list of dates on which part of the Accrued Annual Leave was used;
  - (iii) must provide reasons acceptable to the University for not being able to take the unused part of the Accrued Annual Leave; and
  - (iv) must provide dates on which the unused part of the Accrued Annual Leave will be taken in the following accrual period and the unused part must be taken in addition to the staff member taking the 20 working days which accrues in that following period.

35.3.5 Where a credit is granted under Clause 35.3.4, the University will, no later than 28 February in the following year, adjust the record of the staff member's annual leave balance accordingly.

#### 35.4 **Direction to Take Annual Leave**

35.4.1 Where a staff member has a total of 40 days or more annual leave accrual, the University may direct a staff member to take annual leave accumulated from previous years.

35.4.2 Where the University directs a staff member to take annual leave under Clause 35.4.1, it will:

- (i) discuss the timing of the taking of the leave with the staff member;
- (ii) provide a minimum of 3 months' written notice to take the leave at a particular time;
- (iii) require the staff member to take up to 10 days annual leave in one block, unless otherwise agreed; and
- (iv) ensure that no work duties will be required in the period of the directed leave.

#### 35.5 **Impact of Other Leave**

35.5.1 Any period of leave without pay greater than 5 working days within a 12 month period, calculated from a staff member's anniversary of employment with the University, will not count as service for the purpose of calculating annual leave.

35.5.2 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.

35.5.3 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 5 working days or more and produces a satisfactory medical certificate, an equivalent period of annual leave will be re-credited. This provision does not apply to a staff member on annual leave immediately prior to retirement or resignation.

#### 35.6 **Annual Leave at Cessation**

35.6.1 Staff members are required to take accrued annual leave prior to the date of resignation. Where it is not practical to take accrued annual leave prior to resignation and with the approval of the Pro-Vice Chancellor, all outstanding accrued annual leave will be paid on termination at the ordinary rate of pay at the date of termination.

35.6.2 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.

#### 35.7 **Annual Leave Loading**

35.7.1 A staff member, other than a casual, will be paid an annual leave loading at 17.5% of the staff member's ordinary pay multiplied by 4 weeks, provided that the loading payable will not exceed the loading payable on the salary of Level C Step 1.

35.7.2 Annual leave loading will be paid each December and calculated at the ordinary rate of pay as at 31 December each year, and is subject to retrospective adjustments where a retrospective pay increase is awarded after this date.

35.7.3 Where a staff member commences employment after 1 January in any year, annual leave loading will be paid on a pro rata basis calculated on the completed months of service.

35.7.4 Annual leave loading is payable on termination as follows:

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

**36.0 LONG SERVICE LEAVE**

36.1 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>36.1.1 <b>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 of service (whether continuous or broken).</p>	<p>3 months leave on ordinary pay.</p> <p>In addition to 36.1.1 (i), an additional accrual of 9 calendar days per year of service.</p> <p>In addition to 36.1.1 (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 36.1.1 (i), an additional accrual of 6 calendar days per year of service.</p> <p>In addition to 36.1.1 (ii), an additional accrual of 6 calendar days per year of service.</p>
<p>36.1.2 <b>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
<b>36.1.3 Long service leave will be paid as follows</b>		
(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 36.1.1 (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.	

### 36.2 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.

### 36.3 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 recredited, subject to providing satisfactory evidence to support the claim for personal leave.

### 36.4 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.

### 36.5 Leave Plans

36.5.1 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.

36.5.2 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 36.5.2 (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.

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

36.5.4 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 48.

### 36.6 Direction to Take Leave

36.6.1 Where a staff member does not have an agreed leave plan, as per Clause 36.5, 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 minimum period of leave the University can require a staff member to take will be 6 weeks; and
- (iv) the University will not require the staff member to take a further period of long service leave for a period of 2 years after the end of that period of leave.

36.6.2 Where a staff member and supervisor develop an agreed leave plan, as per Clause 36.5, within 2 weeks of the staff member's written notice to take leave, a direction under Clause 36.6.1 to take long service leave will lapse.

36.6.3 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.

### 36.7 **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.

### 36.8 **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.

### 36.9 **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.

### 36.10 **Prior Service**

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

36.10.2 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.

36.10.3 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.

### 36.11 **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.

## 37.0 **PERSONAL LEAVE**

### 37.1 **Personal Leave Entitlement**

37.1.1 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.

- 37.1.2 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.
- 37.1.3 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.
- 37.1.4 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.
- 37.1.5 Personal leave may be taken for periods of 1 hour or greater.

## 37.2 Conditions

- 37.2.1 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.
- 37.2.2 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 37.1.1(ii) - (iii), the staff member will also advise of the nature of the relationship involved, and where appropriate, the nature of the care involved.
- 37.2.3 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 37.2.2.
- 37.2.4 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.
- 37.2.5 Wherever possible, staff should provide evidence of the need for accessing personal leave.
- 37.2.6 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.
- 37.2.7 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 10 or Misconduct/Serious Misconduct – Clause 11 procedures.

## **38.0 COMPASSIONATE LEAVE**

### **38.1 Entitlement to compassionate leave**

38.1.1 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.

38.1.2 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.

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

### **38.2 Taking compassionate leave**

38.2.1 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 38.1.1 (i) or (ii); or
- (ii) after the death of the member of the staff member's immediate family or household referred to in Clause 38.1.1 (iii).

38.2.2 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.

38.2.3 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.

38.2.4 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.

38.2.5 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 38.1.1.

## **39.0 PARENTAL LEAVE**

### **39.1 Parental Leave (General Conditions)**

39.1.1 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.

39.1.2 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.

39.1.3 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.

39.1.4 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.

39.1.5 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.

39.1.6 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.

39.1.7 Supervisors and staff members are to make reasonable adjustments to work arrangements, where necessary.

39.1.8 A staff member may apply to the University to change the period of parental leave.

## 39.2 Eligibility

39.2.1 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.

39.2.2 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.

39.2.3 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.

39.2.4 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.

## 39.3 Parental Leave (Primary Carer)

### 39.3.1 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.

### 39.3.2 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.

### 39.3.3 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.

## 39.4 Parental Leave (Partner)

- 39.4.1 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

39.4.2 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.

#### **40.0 EMERGENCY SERVICES LEAVE**

- 40.1 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).
- 40.2 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.
- 40.3 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 40.2, rather than being required to take unpaid leave as provided for under the National Employment Standards.
- 40.4 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.
- 40.5 Any period of leave to engage in voluntary emergency management activities will count as service for all purposes.

#### **41.0 JURORS LEAVE**

- 41.1 A staff member required to attend for jury service during ordinary working hours will notify the University as soon as practicable of the date when required to attend for jury service. The staff member will give the University proof of attendance, duration of that attendance and of the amount of any payment received in respect of such jury service (other than the amount received in respect of travelling).
- 41.2 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.

#### **42.0 WITNESS LEAVE**

- 42.1 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.
- 42.2 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.

#### **43.0 LEAVE WITHOUT PAY**

- 43.1 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.

#### **44.0 PUBLIC HOLIDAYS**

- 44.1 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.

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

#### **45.0 UNIVERSITY HOLIDAYS**

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

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

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

45.4 One of the days identified at Clause 45.1 is in substitution for Newcastle Show Holiday.

### **PART K: CONSULTATION**

#### **46.0 REPRESENTATION**

45.1 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.

46.2 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.

46.3 In instances where staff request representation which may not conform to Clause 46.2, the University will give reasonable consideration to the request.

46.4 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.

#### **47.0 ACADEMIC STAFF CONSULTATIVE COMMITTEE**

47.1 An Academic Staff Consultative Committee (ASCC) will be established to meet on a regular basis, or as requested, to discuss the implementation of, and consult on matters arising from, this Agreement. The University recognises the Union(s) role in facilitating consultation and communication between staff and management.

47.2 The ASCC will:

- (i) consist of 3 nominees of the NTEU (2 of whom will be Academic Staff of the University) and 3 nominees of the University;
- (ii) have a quorum of 2 NTEU nominees and 2 University nominees;
- (iii) be empowered to co-opt further members or allow additional attendees.

- 47.3 NTEU nominees of the ASCC who are staff members of the University will be allowed reasonable time off during working hours to attend and prepare for meetings in relation to this Agreement. In making such arrangements, staff members will discuss the need to leave their work area with their supervisor before doing so.
- 47.4 Access to appropriate facilities, including electronic facilities and notice boards, will be provided to NTEU nominees of the ASCC to perform responsibilities related to this Agreement.
- 47.5 To facilitate communication with staff, NTEU nominees of the ASCC may hold meetings of staff on the premises of the University during work breaks or as otherwise agreed by the University. Adequate notice will be given to the University of the intention to hold formal meetings.

## **PART L: REVIEW PROCESSES AND DISPUTE RESOLUTION**

### **48.0 INQUIRY OFFICER**

48.1 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 6; or,
- (ii) Redeployment – Clause 17.2; or
- (iii) Intellectual Property Rights – Clause 21; or
- (iv) Academic Workload – Clause 31; or
- (v) Leave – Clauses 35 - 43.

48.2 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.

48.3 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.

48.4 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.

48.5 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.

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

- (i) findings in relation to the matters specified at Clause 48.3 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.

- 48.7 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.

#### **49.0 COMMITTEE OF INQUIRY**

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

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

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

49.3 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.

49.4 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.

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

49.6 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 49.4;
- (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.

49.7 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.

49.8 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.

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

## **50.0 DISPUTE RESOLUTION PROCEDURE**

50.1 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.

50.2 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.

50.3 Where the steps in Clause 50.2 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.

50.4 Where the dispute is not resolved under Clause 50.3, 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.

50.5 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.


50.6 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.

50.7 This dispute resolution procedure does not apply where the matter is being dealt with in accordance with the Inquiry Officer – Clause 48 or Committee of Inquiry – Clause 49 process.

50.8 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**

Signed.....		GRAHAME McCULLOCH
		Full name in block letters
.....	120 Clarendon St, South Melbourne, 3205	.....
	Address	
General Secretary, National Tertiary Education Industry Union		
Date.....	17/12/2010	.....

Signed Paul PAUL RONALD MUNRO  
Full name in block letters

Position Assoc Director, Employee Relations

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

Signed for and on behalf of The University of Newcastle

Date 21/12/10

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

	Step	Current	2%	2%	2%	2%	2%	2%	2%	2.65%
			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>Level A</b> [Associate Lecturer]	1	50,284	51,290	52,316	53,362	54,429	55,518	56,628	57,761	59,292
	2	53,155	54,218	55,302	56,408	57,536	58,687	59,861	61,058	62,676
	3	56,028	57,149	58,292	59,458	60,647	61,860	63,097	64,359	66,065
	4	58,902	60,080	61,282	62,508	63,758	65,033	66,334	67,661	69,454
	5	61,236	62,461	63,710	64,984	66,284	67,610	68,962	70,341	72,205
	6*	63,572	64,843	66,140	67,463	68,812	70,188	71,592	73,024	74,959
	7	65,905	67,223	68,567	69,938	71,337	72,764	74,219	75,703	77,709
	8	68,240	69,605	70,997	72,417	73,865	75,342	76,849	78,386	80,463
<b>Level B</b> [Lecturer]	1	71,832	73,269	74,734	76,229	77,754	79,309	80,895	82,513	84,700
	2	74,527	76,018	77,538	79,089	80,671	82,284	83,930	85,609	87,878
	3	77,219	78,763	80,338	81,945	83,584	85,256	86,961	88,700	91,051
	4	79,915	81,513	83,143	84,806	86,502	88,232	89,997	91,797	94,230
	5	82,607	84,259	85,944	87,663	89,416	91,204	93,028	94,889	97,404
	6	85,302	87,008	88,748	90,523	92,333	94,180	96,064	97,985	100,582
<b>Level C</b> [Senior Lecturer]	1	87,994	89,754	91,549	93,380	95,248	97,153	99,096	101,078	103,757
	2	90,690	92,504	94,354	96,241	98,166	100,129	102,132	104,175	106,936
	3	93,380	95,248	97,153	99,096	101,078	103,100	105,162	107,265	110,108
	4	96,077	97,999	99,959	101,958	103,997	106,077	108,199	110,363	113,288
	5	98,768	100,743	102,758	104,813	106,909	109,047	111,228	113,453	116,460
	6	101,465	103,494	105,564	107,675	109,829	112,026	114,267	116,552	119,641
<b>Level D</b> [Associate Professor]	1	105,954	108,073	110,234	112,439	114,688	116,982	119,322	121,708	124,933
	2	109,543	111,734	113,969	116,248	118,573	120,944	123,363	125,830	129,164
	3	113,135	115,398	117,706	120,060	122,461	124,910	127,408	129,956	133,400
	4	116,726	119,061	121,442	123,871	126,348	128,875	131,453	134,082	137,635
<b>Level E</b> [Professor]		136,483	139,213	141,997	144,837	147,734	150,689	153,703	156,777	160,932

\* PhD / Course Coordination point

Continuing, contingent and fixed-term staff will progress incrementally through their pay scale on an annual basis, subject to satisfactory performance.

## Clinical Loadings

The University may pay the following loadings to eligible staff:

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

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

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

Loadings	Current	2%	2%	2%	2%	2%	2%	2%	2.65%
		31/03/10	1/10/10	1/03/11	1/10/11	1/03/12	1/10/12	1/03/13	30/06/13
Professional Loading	18,498	18,868	19,245	19,630	20,023	20,423	20,831	21,248	21,811
Full Clinical Loading	23,626	24,099	24,581	25,073	25,574	26,085	26,607	27,139	27,858
Para Clinical Loading	15,770	16,085	16,407	16,735	17,070	17,411	17,759	18,114	18,594
Pre Clinical Loading	11,829	12,066	12,307	12,553	12,804	13,060	13,321	13,587	13,947
Dental Qualified Loading	11,829	12,066	12,307	12,553	12,804	13,060	13,321	13,587	13,947

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

The term “**lecture**” means any education delivery described as a lecture in a course or program outline, or in an official timetable issued by the University.

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

‘**Contemporaneous marking**’ means marking that is not course wide undertaken during a lecture, tutorial or practical session, laboratory, or other teaching session. Marking after the lecture, tutorial or practical session, laboratory, or other teaching session that is not course wide, is also regarded as contemporaneous marking.

Marking undertaken outside of the lecture, tutorial or practical session, laboratory, or other teaching session that is course wide, will be paid according to Schedule 2 – Marking.

	Current	2%	2%		2%	2%		2%	2%	2%	2.65%
		31/03/10	1/10/10	1/01/11	1/03/11	1/10/11	1/01/12	1/03/12	1/10/12	1/03/13	30/06/13
<b>Casual Loading</b>	23.00%	23.00%	23.00%	24.00%	24.00%	24.00%	25.00%	25.00%	25.00%	25.00%	25.00%
<b>Basic Lecture</b> (1 hour of delivery and 2 hours associated working time)	141.02	143.84	146.72	147.91	150.87	153.89	155.13	158.23	161.39	164.62	168.98
<b>Developed lecture</b> (1 hour of delivery and 3 hours associated working time)	188.02	191.78	195.62	197.21	201.15	205.17	206.82	210.96	215.18	219.48	225.30
<b>Specialised Lecture</b> (1 hour of delivery and 4 hours associated working time)	235.03	239.73	244.52	246.51	251.44	256.47	258.54	263.71	268.98	274.36	281.63
<b>Repeat Lecture</b> (1 hour of delivery and 1 hour associated working time)	94.01	95.89	97.81	98.61	100.58	102.59	103.42	105.49	107.60	109.75	112.66

## Tutoring

The term “**tutorial**” means any education delivery described as a tutorial in a course or program outline, or in an official timetable issued by the University.

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

	<b>Current</b>	<b>2%</b> 31/03/10	<b>2%</b> 1/10/10		<b>2%</b> 1/01/11	<b>2%</b> 1/03/11		<b>2%</b> 1/10/11	<b>2%</b> 1/01/12	<b>2%</b> 1/03/12	<b>2%</b> 1/10/12	<b>2%</b> 1/03/13	<b>2.65%</b> 30/06/13
<b>Casual Loading</b>	23.00%	23.00%	23.00%		24.00%	24.00%		24.00%	25.00%	25.00%	25.00%	25.00%	25.00%
<b>Tutorial</b> (1 hour of delivery and 2 hours associated working time)	100.58	102.59	104.64		105.49	107.60		109.75	110.64	112.85	115.11	117.41	120.52
<b>Tutorial</b> where the duties include full course coordination or where a tutor has doctoral qualification.	120.31	122.72	125.17		126.19	128.71		131.28	132.34	134.99	137.69	140.44	144.16
<b>Repeat Tutorial</b> (1 hour of delivery and 1 hour associated working time)	67.05	68.39	69.76		70.33	71.74		73.17	73.76	75.24	76.74	78.27	80.34
<b>Repeat Tutorial</b> where the duties include full course coordination or where a tutor has doctoral qualification.	80.21	81.81	83.45		84.13	85.81		87.53	88.24	90.00	91.80	93.64	96.12

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

**Musical Accompanist**

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

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

	Current	2%	2%		2%	2%		2%	2%	2%	2.65%
		31/03/10	1/10/10	1/01/11	1/03/11	1/10/11	1/01/12	1/03/12	1/10/12	1/03/13	30/06/13
<b>Casual Loading</b>	23.00%	23.00%	23.00%	24.00%	24.00%	24.00%	25.00%	25.00%	25.00%	25.00%	25.00%
<b>Musical Accompanying</b> , with special educational service, and associated working time assumed.  (1 hour of delivery and 1 hour preparation time)	67.05	68.39	69.76	70.33	71.74	73.17	73.76	75.24	76.74	78.27	80.34
<b>Musical Accompanying</b> with special educational service, and associated working time assumed  (1 hour of delivery and 1 hour preparation time),  Including full course coordination or, where an accompanist has doctoral qualifications.	80.21	81.81	83.45	84.13	85.81	87.53	88.24	90.00	91.80	93.64	96.12

**Clinical Nurse (Educator)**

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

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

	<b>Current</b>	<b>2%</b> 31/03/10	<b>2%</b> 1/10/10	<b>2%</b> 1/01/11	<b>2%</b> 1/03/11	<b>2%</b> 1/10/11	<b>2%</b> 1/01/12	<b>2%</b> 1/03/12	<b>2%</b> 1/10/12	<b>2%</b> 1/03/13	<b>2.65%</b> 30/06/13
<b>Casual Loading</b>	23.00%	23.00%	23.00%	24.00%	24.00%	24.00%	25.00%	25.00%	25.00%	25.00%	25.00%
<b>Little Preparation Required</b>  (1 hour of delivery and 0.5 hours associated working time)	50.29	51.30	52.33	52.76	53.82	54.90	55.34	56.45	57.58	58.73	60.29
<b>Normal Preparation Time</b>  (1 hour of delivery and 1 hour associated working time)	67.05	68.39	69.76	70.33	71.74	73.17	73.76	75.24	76.74	78.27	80.34
<b>Little Preparation and Course Coordination</b>  (1 hour of delivery and 0.5 hours associated working time) including full course coordination or where the clinical nurse educator has a relevant doctoral qualification.	60.15	61.35	62.58	63.09	64.35	65.64	66.17	67.49	68.84	70.22	72.08
<b>Normal Preparation Time and Course Coordination</b>  (1 hour of delivery and 1 hour associated working time) including full course coordination or where the clinical nurse educator has a relevant doctoral qualification.	80.21	81.81	83.45	84.13	85.81	87.53	88.24	90.00	91.80	93.64	96.12

## Marking

All marking other than “contemporaneous marking” (as defined), associated with the above classification categories and rates of pay shall be paid according to the following table, for all time worked.

Marking undertaken outside of the lecture, tutorial or practical session, laboratory, or other teaching session that is course wide, will be paid according to the following schedule:

	Current	2%	2%		2%	2%		2%	2%	2%	2.65%
		31/03/10	1/10/10	1/01/11	1/03/11	1/10/11	1/01/12	1/03/12	1/10/12	1/03/13	30/06/13
<b>Casual Loading</b>	23.00%	23.00%	23.00%	24.00%	24.00%	24.00%	25.00%	25.00%	25.00%	25.00%	25.00%
<b>Standard Marking</b> (for all time worked)	33.53	34.20	34.88	35.16	35.86	36.58	36.88	37.62	38.37	39.14	40.18
<b>Standard Marking</b> Where the duties include full course coordination, or where a Marker has doctoral qualification (for all time worked)	40.10	40.90	41.72	42.06	42.90	43.76	44.11	44.99	45.89	46.81	48.05
<b>Marking</b> , as a supervising examiner, or marking requiring a significant exercise of academic judgment appropriate to a staff member at Level B status (for all time worked).	47.01	47.95	48.91	49.31	50.30	51.31	51.72	52.75	53.81	54.89	56.34

## Other Required Academic Activity

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

- (i) the conduct of practical classes, demonstrations, workshops, student field excursions;
- (ii) the conduct of clinical sessions other than clinical nurse education;
- (iii) the conduct of performance and visual art studio sessions;
- (iv) musical coaching, repititeurship, and musical accompanying other than with special educational service;
- (v) marking other than contemporaneous marking, including marking of course wide examinations, essays and assessment tasks;
- (vi) activities associated with the coordination of programs;
- (vii) development of teaching and course materials such as the preparation of course guides and reading lists and basic activities associated with course coordination;

- (viii) consultation with students;
- (ix) supervision;
- (x) attendance at school and/or faculty meetings as required;
- (xi) compulsory attendance at lectures, tutorials, musical accompaniment or clinical nurse education presentation;
- (xii) Other required academic activities.

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

	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	2.65% 30/06/13
<b>Casual Loading</b>	23.00%	23.00%	23.00%	24.00%	24.00%	24.00%	25.00%	25.00%	25.00%	25.00%	25.00%
Other Required Academic Activity (for each hour of activity)	33.53	34.20	34.88	35.16	35.86	36.58	36.88	37.62	38.37	39.14	40.18
Other Required Academic Activity where the duties include full course coordination, or where the staff member has doctoral qualification (for each hour of activity)	40.10	40.90	41.72	42.06	42.90	43.76	44.11	44.99	45.89	46.81	48.05

**SCHEDULE 3 - UNIVERSITY OF NEWCASTLE POSITION CLASSIFICATION STANDARDS**

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

**Level A****General Standard**

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

**Specific Duties**

Specific duties required of a Level A academic may include:

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

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

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

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

**Skill Base**

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

**Level B****General Standard**

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

**Specific Duties**

Specific duties required of a Level B academic may include:

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

**Skill Base**

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

**Level C****General Standard**

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

**Specific Duties**

Specific duties required of a Level C academic may include:

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

**Skill Base**

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

**Level D****General Standard**

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

**Specific Duties**

Specific duties required of a Level D academic may include:

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

**Skill Base**

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

**Level E****General Standard**

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

**Specific Duties**

Specific duties required of a Level E academic may include:

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

**Skill Base**

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