

THE UNIVERSITY OF NEWCASTLE

GENERAL STAFF WORKPLACE AGREEMENT

2006

- 1.0 Title
- 1.1 This Agreement will be known as the University of Newcastle General Staff Workplace Agreement
- 2.0 Arrangement

PART A: SCOPE OF THE AGREEMENT

- 3.0 Application
- 4.0 Operation of the Agreement
- 5.0 Definitions

PART B: PERFORMANCE MANAGEMENT

- 6.0 Performance of Duties
- 7.0 Managing for Performance
- 8.0 Managing Staff Workload
- 9.0 Probation
- 10.0 Incremental Progression
- 11.0 Unsatisfactory Performance
- 12.0 Misconduct / Serious Misconduct
- 13.0 Disciplinary Action
- 14.0 Staff Reports

PART C: PROFESSIONAL DEVELOPMENT

- 15.0 Staff Development
- 16.0 Study Leave and Examination Leave and Reimbursement of Fees

PART D: MANAGING CHANGE

- 17.0 Managing Change
- 18.0 Classification Structure and Review
- 19.0 Job Redesign
- 20.0 Redeployment and Redundancy
- 21.0 Secondment, Transfer or Placement

PART E: SEPARATION FROM EMPLOYMENT

- 22.0 Resignation and Termination
- 23.0 Ill Health

PART F: WORKING ENVIRONMENT

- 24.0 Intellectual Property Rights
- 25.0 Intellectual Freedom
- 26.0 Aboriginal and Torres Strait Islander Employment
- 27.0 Equity and Equal Employment Opportunity Matters
- 28.0 Discrimination, Harassment, Bullying and Workplace Violence
- 29.0 Occupational Health and Safety
- 30.0 Staff Counselling and Assistance

- 31.0 Dependent Care Support
- 32.0 Compensation for Loss of Personal Property

PART G: REMUNERATION ARRANGEMENTS

- 33.0 Salary and Flexible Salary Packaging
- 34.0 Apprentices & Traineeship Rate of Pay
- 35.0 Superannuation
- 36.0 Overtime
- 37.0 Allowances
- 38.0 Relieving, Higher Duties and On-Call Allowances
- 39.0 Work Related Travel

PART H: EMPLOYMENT ARRANGEMENTS

- 40.0 Hours of Work
- 41.0 Tea, Meal Breaks and Washing Time
- 42.0 Absence from Duty
- 43.0 Rostered Staff - Work Rosters
- 44.0 Shift Penalties
- 45.0 Flexible Work Arrangements
- 46.0 Job Sharing
- 47.0 Modes of Employment

PART I: LEAVE and HOLIDAYS

- 48.0 Annual Leave
- 49.0 Purchased Leave Scheme
- 50.0 Long Service Leave
- 51.0 Personal Leave
- 52.0 Parental Leave
- 53.0 Leave Without Pay
- 54.0 Emergency Services Leave
- 55.0 Jurors Leave
- 56.0 Witness Leave
- 57.0 Public Holidays
- 58.0 University Holidays

PART J: CONSULTATION

- 59.0 Representation
- 60.0 Consultation

PART K: REVIEW PROCESSES AND DISPUTE RESOLUTION

- 61.0 Inquiry Officer
- 62.0 Committee of Inquiry
- 63.0 Dispute Resolution

FORMAL ACCEPTANCE OF THE AGREEMENT

SCHEDULES

SCHEDULE 1: Rates to be Paid to Higher Education Workers

SCHEDULE 2: Allowances

SCHEDULE 3: The University of Newcastle Classification Descriptors

PART A: SCOPE OF THE AGREEMENT

3.0 APPLICATION

3.1 This Agreement applies to and is binding upon:

- (i) All staff employed as General Staff by the University;
- (ii) The University of Newcastle;
- (iii) The Community and Public Sector Union;
- (iv) The National Tertiary Education Industry Union;
- (v) The Liquor, Hospitality and Miscellaneous Union.

3.2 The University may enter into Australian Workplace Agreements (AWAs) with its staff members. Those AWAs may either operate to the exclusion of this Agreement or prevail over the terms of this Agreement to the extent of any inconsistency, as specified in each AWA.

3.3 At the time of offering an AWA, the University will offer a genuine and informed choice between the AWA and this Agreement. The University will provide access to this Agreement via the University web pages. A hard copy will be made available from Human Resource Services on request.

4.0 OPERATION OF THE AGREEMENT

4.1 This Agreement will come into force on and from the date of lodgment with the Office of the Employment Advocate and will remain in force up to and including 30 June 2009.

4.2 This is a Union Collective Agreement made under section 328 of the Workplace Relations Act 1996 as amended.

4.3 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. There will be no further claims in matters related to this Agreement during its nominal term except where permitted by this Agreement.

4.4 This Agreement excludes all protected award conditions in accordance with Section 354 of the *Workplace Relations Act 1996* including the operation of award terms dealing with rest breaks, incentive based payments and bonuses, annual leave loadings, public holidays, days in substitution of public holidays, monetary allowances, shift loadings, overtime loadings, penalty rates, and any other matter specified in the *Workplace Relations Regulations (Commonwealth)* as varied from time to time.

4.5 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 apply policies in a fair and consistent manner.

5.0 DEFINITIONS

In this Agreement the following definitions will apply:

5.1 “**Agreement**” means *The University of Newcastle General Staff Workplace Agreement 2006*.

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

5.3 “**HEW Level**” means Higher Education Worker Level as described in Schedule 1 – Rates to be paid for Higher Education Workers and Schedule 3 – The University of Newcastle Classification Descriptors.

5.4 “**Pro Vice-Chancellor / Director**” means the Head of the Organisational Unit.

5.5 “**Staff member**” means a member of the General Staff.

- 5.6 “**Supervisor**” means a person with line management responsibility for a staff member.
- 5.7 “**The Union**” means and refers to The Community and Public Sector Union, The National Tertiary Education Industry Union, or The Liquor, Hospitality and Miscellaneous Union.
- 5.8 “**The University**” means The University of Newcastle.

PART B: PERFORMANCE MANAGEMENT

6.0 PERFORMANCE OF DUTIES

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

7.0 MANAGING FOR PERFORMANCE

- 7.1 The principles of Managing for Performance are that it:
- (i) aligns each staff member’s endeavours with the work group, faculty and University strategic objectives;
 - (ii) is an ongoing process that provides for confidential discussions and feedback;
 - (iii) will identify and provide for individual staff development, career development, and organisational needs;
 - (iv) identifies and resolves performance concerns;
 - (v) will promote partnership and dialogue between staff and supervisors;
 - (vi) clearly identifies goals and objectives;
 - (vii) is a process for which the staff member’s head of school or manager or immediate supervisor has overall responsibility; and
 - (viii) recognises and rewards performance.
- 7.2 The supervisor, following discussion with the staff member, may delegate Managing for Performance responsibility to an agreed alternative Managing for Performance supervisor.
- 7.3 Supervisors are required to undertake training in Managing for Performance.
- 7.4 The Managing for Performance process involves the mutual development of a Performance and Development Plan, which includes:
- (i) planning and goal setting;
 - (ii) performance feedback; and
 - (iii) review of achievements and the effectiveness of development activities.
- The process will have regard to the staff member’s level of appointment, the University of Newcastle classification descriptors, and workload.
- 7.5 This process may include provision for a mentor, who will be an experienced and trusted advisor. The role of a mentor is to encourage the professional and personal development of the staff member.
- 7.6 Managing for Performance is associated with, but separate from:
- (i) Managing Staff Workload – Clause 8;
 - (ii) Unsatisfactory Performance – Clause 11;
 - (iii) Staff Development – Clause 15;
 - (iv) Classification Structure and Review – Clause 18.
- 7.7 In the event of a Managing for Performance supervisor and staff member not being able to resolve a matter arising from this clause, the matter may be referred to the Inquiry Officer – Clause 61.

8.0 MANAGING STAFF WORKLOAD

- 8.1 A staff member who has concerns about their workload level may raise the issue with their supervisor in the first instance.
- 8.2 If the staff member believes their concerns remain unresolved, the issue may be raised with the appropriate line manager.
- 8.3 If the staff member believes the issue is still not resolved, the matter may be referred by the staff member to the Director, Human Resource Services who will investigate the matter and make a recommendation to resolve the matter.

9.0 PROBATION

- 9.1 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;
 - (ii) if a staff member was previously employed in a different role to that of their first continuing appointment.
- 9.2 Staff members may be subject to a probationary period of up to 6 months. Probation may be extended for a further period of up to 6 months.
- 9.3 All probationary staff will be subject to ongoing assessment throughout the probationary period. Probationary staff will be provided with periodic counselling to confirm progress or identify difficulties and develop strategies for resolution, including relevant staff development.
- 9.4 The assessment of probationary staff will be directly related to their work as defined by the position description, the University of Newcastle Classification Descriptors and compliance with University Policies and Codes of Conduct.
- 9.5 Prior to the end of the probationary period, the staff member's supervisor will conduct a probation review. The manager will meet with the staff member as part of the review to discuss the staff member's performance and any significant concerns. The staff member will have an opportunity to respond.
- 9.6 Following the review the manager 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.
- 9.7 The staff member will be advised in writing by the Director, Human Resource Services of a decision to confirm appointment or of a recommendation made in accordance with Clause 9.6 (ii) or (iii) including reasons for the recommendation.
- 9.8 The staff member may seek a review, in accordance with Inquiry Officer - Clause 61, of a recommendation in either Clause 9.6 (ii) or (iii) within 5 days of the written advice being provided by the Director, Human Resource Services.
- 9.9 The appropriate Deputy Vice-Chancellor will consider the manager's recommendation and any report arising from a review by an Inquiry Officer and will decide that:
- (i) the appointment be confirmed;
 - (ii) the probationary period be extended for a nominated period; or
 - (iii) the appointment be terminated with 2 weeks notice or payment in lieu.

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

10.0 INCREMENTAL PROGRESSION

- 10.1 Progress through the incremental salary points within each HEW level will ordinarily occur on an annual basis subject to satisfactory performance in accordance with the relevant classification level. Staff will be advised of reasons where incremental progression is denied.
- 10.2 Casual staff members will be eligible for incremental progression, in accordance with the salary scale of their HEW level, on an annual basis subject to the following:
- (i) eligibility for incremental progression will be calculated from the anniversary of the staff member's appointment or designated incremental progression date;
 - (ii) the staff member has been employed for 728 hours or more in the year preceding the anniversary date at their designated classification level or higher;
 - (iii) for the purposes of calculation of the 728 hours in (ii) above, each service year commencing with the established anniversary date, will be discrete and not cumulative;
 - (iv) any periods of service preceding a break in service of 12 months or more will not count for incremental purposes.
- 10.3 Any leave without pay in excess of 5 working days within 1 year for any purpose will not count for incremental purposes. Where a staff member has been granted a period of leave without pay which does not count as service, the appropriate date for subsequent increments will be deferred by the period of time equivalent to the period of leave without pay.
- 10.4 Staff members will be advised of their designated incremental date in writing on appointment or reclassification.
- 10.5 Where a staff member has a mix of fixed term contracts at various levels, the higher employment levels will count as service towards the lower level.

11.0 UNSATISFACTORY PERFORMANCE

- 11.1 On initial identification of concerns as to possible unsatisfactory performance, the supervisor and staff member are obliged to meet and attempt informally to resolve the matters of concern through measures such as guidance, counselling, appropriate staff development and appropriate work allocation.
- 11.2 Where action has been taken in accordance with Clause 11.1, and the supervisor is of the opinion that the recent performance of the staff member is unsatisfactory, the supervisor will meet with the staff member and discuss:
- (i) the nature of the performance concerns;
 - (ii) any mitigating circumstances or alternative views;
 - (iii) the nature of the improvement required;
 - (iv) specific development activities designed to assist in improving performance; and
 - (v) the time within which reasonable improvement is to be expected;
- The staff member will be advised that this process may lead to disciplinary action.
- Where appropriate, a plan will be developed to address any concerns.
- 11.3 A record of the discussion and any plan to address the performance concerns will be kept and a copy supplied to the staff member concerned.
- 11.4 Where a supervisor is of the opinion that the processes referred to above have not produced the desired improvements in performance, the supervisor will make a report clearly addressing issues identified in Clause 11.2. The report will also include appropriate evidence and a record of attempts to remedy the unsatisfactory performance.
- 11.5 The report is to be provided to the Pro Vice Chancellor or Director and a copy of the report is to be provided to the staff member. The staff member may choose to make a response to the Pro Vice-Chancellor or Director within 10 working days of receipt of the report.

- 11.6 Following the receipt of the report and any response from the staff member, the Pro Vice-Chancellor/Director will meet with the staff member and will give the staff member an opportunity to speak of their concerns and provide any further information.
- 11.7 The Pro Vice-Chancellor/Director, after taking into account any response provided by the staff member including any mitigating circumstances, may decide to:
- (i) take no further action;
 - (ii) refer the matter back to the supervisor for a further review period; or
 - (iii) refer the matter to the appropriate Deputy Vice-Chancellor recommending consideration of disciplinary action in accordance with Disciplinary Action - Clause 13.

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

- 11.8 Where the Pro Vice-Chancellor/Director refers the matter to the appropriate Deputy Vice-Chancellor under Clause 11.7 (iii) the staff member may request that the matter be referred to a Committee of Inquiry under Clause 62 within 5 working days of the Pro Vice-Chancellor's/Director's written advice.
- 11.9 If the matter is referred under Clause 11.7 (iii) the appropriate Deputy Vice-Chancellor will consider the following:
- (i) Supervisor's report;
 - (ii) Staff member's response to the Pro Vice-Chancellor /Director;
 - (iii) Pro Vice-Chancellor /Director's recommendation(s); and
 - (iv) Findings of any Inquiry under Committee of Inquiry - Clause 62.7.

The appropriate Deputy Vice-Chancellor will make a decision in relation to disciplinary action in accordance with Disciplinary Action - Clause 13, and advise the staff member in writing of the decision.

- 11.10 A staff member and their supervisor, where they so choose, may be assisted by a representative at any stage after Clause 11.1 in this process.
- 11.11 Throughout this process unsatisfactory performance will be dealt with in a timely manner.

12.0 MISCONDUCT / SERIOUS MISCONDUCT

12.1 For the purpose of this clause:

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

12.1.2 "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.

12.2 Where a matter which may involve misconduct or serious misconduct has been dealt with as if it were a case of Unsatisfactory Performance - Clause 11, it cannot be dealt with in this Clause.

12.3 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.

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

- (i) notify the staff member 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

- (ii) require the staff member to submit a written response within 10 working days; or
 - (iii) 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.
- 12.5 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 appropriate Deputy Vice-Chancellor may decide to take disciplinary action, and if so, will advise the staff member in writing of the decision and the operative date of the disciplinary action.
- 12.6 If the allegations are denied in part or in full the appropriate Deputy Vice-Chancellor will refer the matter to a Committee of Inquiry - Clause 62 unless they decide to take no further action, or counsel or censure the staff member for unsatisfactory behaviour and take no other action.
- 12.7 Any Committee of Inquiry report, or findings of an external body in accordance with Clause 12.4 (iii), will be considered by the appropriate Deputy Vice-Chancellor, who will determine one of the following:
- (i) there is no misconduct/serious misconduct and take appropriate action; or
 - (ii) counsel or censure the staff member for unsatisfactory behaviour; or
 - (iii) misconduct/serious misconduct has occurred and advise the staff member of the disciplinary action to be taken.

13.0 DISCIPLINARY ACTION

- 13.1 Decisions to discipline a staff member may result from:
- (i) Unsatisfactory Performance - Clause 11; or
 - (ii) Misconduct / Serious Misconduct - Clause 12.
- 13.2 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.
- 13.3 In cases involving misconduct, not amounting to serious misconduct, disciplinary action will be limited to the scope of Clause 13.2 (i) – (v).

14.0 STAFF REPORTS

- 14.1 No adverse report against a staff member will be placed on a staff member's personal file unless that staff member has first had the opportunity to respond to the adverse report. The response will be filed with the adverse report.

PART C: PROFESSIONAL DEVELOPMENT

15.0 STAFF DEVELOPMENT

- 15.1 The University will provide opportunities for staff to participate in development activities which will be within the resources available and subject to the approval of the manager. This may be facilitated through Managing for Performance - Clause 7.

16.0 STUDY LEAVE, EXAMINATION LEAVE AND REIMBURSEMENT OF FEES

- 16.1 The University may grant study leave and/or examination leave and/or reimbursement of fees for a program of study relevant to the staff member's employment and of benefit to the University.
- 16.2 Full-time or part-time staff members who are continuing or have a fixed term or contingent employment contract of at least 12 months are eligible to apply for study leave and/or examination leave and/or reimbursement of fees.
- 16.3 Study leave is to be taken during working hours and is for the purpose of enabling the staff member to meet course requirements.
- 16.4 Study leave and/or examination leave, including travel time associated with attending examinations, when granted, will be accordance with Clause 16.5.
- 16.5 **Provisions for Study Leave, Examination Leave and Travel Time**

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

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

PART D: MANAGING CHANGE**17.0 MANAGING CHANGE**

- 17.1 Where workplace change is being considered, the University will consult with and provide relevant information to affected staff, and where those staff choose, their representatives, in order to work towards mutually acceptable solutions and/or alternatives.
- 17.2 Where the University is considering workplace change that would have a significant impact on staff, such as:
- (a) potential redundancy or redeployment;
 - (b) substantial change in workplace practices or core duties;
 - (c) change in the primary place of work that involves unreasonable additional travel or relocation;
- the following will apply:
- (i) The management of workplace change will be conducted objectively and transparently according to an appropriate timeframe. There will be ongoing consultation with, and provision of information to, affected staff and where they choose, their representatives.
 - (ii) The information provided will be in an appropriate form and will include:
 - (a) an explanation of the University's rationale, process and quantifications that led to the requirement for change;
 - (b) means and timeframe for change;
 - (c) identification of the positions affected and the stakeholders on whom the change will impact; and
 - (d) financial, staffing and training implications.
 - (iii) Options such as attrition, voluntary separations, job redesign, redeployment, training and development, use of leave by agreement, conversion to part-time employment, secondment and transfer will be considered wherever possible, to avert or minimise potential redundancy.
- 17.3 Prior to the issuing of a proposal under Clause 17.4, the General Staff Consultative Committee will have an opportunity to comment on the process of consultation that has occurred and make recommendations on any changes that may be incorporated into the change proposal or any other recommendations.
- 17.4 Following the above consultation, the University will forward any proposal for change to the staff likely to be affected and where they choose their representative. The proposal will include all details specified in Clause 17.2 (ii) above, incorporating the outcome of any consultations.
- 17.5 The proposal and any recommendations will be forwarded to the Vice-Chancellor for consideration and determination.

18.0 CLASSIFICATION STRUCTURE AND REVIEW

- 18.1 Each position will be classified using University of Newcastle Classification Descriptors - Schedule 3 of this Agreement. Secondary Descriptors, as published on the University Website, may be used to assist in the classifying of positions to the extent that they are consistent with the University of Newcastle Classification Descriptors.
- 18.2 Each occupied position will be assessed annually as to any change in work value by line management as part of Managing for Performance - Clause 7.
- 18.3 The position review undertaken by the manager will result in either no further action or a request for classification review if there is an increase in work value. The staff member will be advised of the outcome of the position review in a timely manner.
- 18.4 A recommendation for classification review must be made by the relevant Pro Vice-Chancellor/ Director and then referred to the Associate Director, Employee Relations.

- 18.5 The Associate Director, Employee Relations (or nominee), will examine each referral and where necessary seek further details from managers and staff members so that a recommendation addressing the merits of the case will be provided to the Deputy Vice-Chancellor (Services) for a decision.
- 18.6 The Associate Director Employee Relations will advise the manager and the staff member of the determination.
- 18.7 A staff member may make an application to the Deputy Vice-Chancellor (Services) for a review on the following grounds:
- (i) that the process was not followed;
 - (ii) that no recommendation was made by the relevant PVC/Director where changes in the position are considered by the staff member to have occurred; or
 - (iii) of the decision of the recommending officer.
- 18.8 The matter will then be referred to Inquiry Officer - Clause 61 however the following variations to that clause will apply:
- (i) The Inquiry Officer will be chosen from a pool of nominees provided by the General Staff Consultative Committee;
 - (ii) The Inquiry Officer may be assisted by a staff member nominated by the staff member requesting the review and a staff member nominated by the University.
- 18.9 The review process and recommendation of the inquiry will be completed within 30 days of the application being received.
- 18.10 The date of effect of any change in classification resulting from this process, including the result of any review, will be the date approved by the Deputy Vice-Chancellor (Services).
- 19.0 JOB REDESIGN**
- 19.1 The University will promote and / or utilise job redesign so as to:
- (i) fully utilise the staff member's potential, subject to University needs, and be consistent with the University of Newcastle Classification Descriptors - Schedule 3 of this Agreement;
 - (ii) promote job security;
 - (iii) provide the flexibility necessary for the University to achieve its strategic objectives.
- 19.2 The University will provide training and development programs for staff in support of job redesign where necessary.
- 19.3 Job redesign will:
- (i) not lower levels of skills required of staff;
 - (ii) enhance job satisfaction by improving relevant skills and knowledge required by staff thus expanding career opportunities and job security;
 - (iii) not incur any loss of salary or diminution of conditions of a staff member;
 - (iv) be used to avert potential job losses identified through the managing change process; and
 - (v) be consistent with other provisions of this Agreement.
- 19.4 Where a position is redesigned the position may need to be evaluated to ensure correct classification.
- 19.5 If a staff member is dissatisfied with the outcome of the job redesign process, the staff member may raise their concern with the Director, Human Resource Services, who will investigate and make a recommendation to the Deputy Vice-Chancellor (Services) for determination to resolve the matter.

20.0 REDEPLOYMENT AND REDUNDANCY

20.1 Voluntary Separation

- 20.1.1 Where a position is no longer required the incumbent may become a detached staff member, and will be notified as soon as possible.
- 20.1.2 The staff member will have a period of 4 weeks from the date of notice in Clause 20.1.1 within which to elect to do one of the following:
- (i) accept a separation package, to be taken up within a period of 2 weeks, comprising:
 - (a) 26 weeks salary; plus
 - (b) 2 weeks salary for each completed year of service at the University up to a combined maximum of 52 weeks; and
 - (c) a 10% loading on the above combined total; and
 - (d) statutory entitlements; or
 - (ii) seek redeployment and remain as a detached staff member for a period of up to 26 weeks. The date of commencement of the 26 week period is the date of notification of becoming a detached staff member.
- 20.1.3 If the staff member has not taken one of the options outlined in Clause 20.1.2 above they will be regarded as having taken the option in Clause 20.1.2 (ii)

20.2 Redeployment

- 20.2.1 A staff member who has elected the option in Clause 20.1.2 (ii) will have preference in 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 their ambit of skills and experience
- 20.2.2 The salary of a detached staff member will be maintained during the period of redeployment.
- 20.2.3 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 20.1.2 (ii), they will receive salary maintenance for a period of 26 weeks from the date of detachment.
- 20.2.4 The University will allocate suitable temporary 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/classification level during the period of displacement.
- 20.2.5 If a staff member elects to be redeployed in accordance with Clause 20.1.2(ii), they may, at a later date elect to be made redundant at any time during the 26 week period mentioned in Clause 20.1.2(ii) above. Should this occur they will receive a payment outlined in Clause 20.3.1.
- 20.2.6 During the redeployment period of 26 weeks, the staff member will be provided with training and development where additional skills are required, subject to approval by the Director, Human Resource Services, and:
- (i) may take reasonable time to attend job interviews and undertake job search; and/or
 - (ii) may have reasonable time to attend and be provided with financial and personal counselling; and/or
 - (iii) be provided with assistance, wherever practical, by Human Resource Services.
- 20.2.7 A Selection Committee will determine the suitability of any applicant for redeployment to the position on the basis of fair and objective criteria. The Committee will recommend one of the following options:

- (i) that the position be offered to the preferred applicant. The panel may decide the applicant should be given three months appropriate training to acquire skills for the position;
- (ii) redeployment for a trial period of three months, with training where the applicant lacks relevant and related experience in a similar work field. The manager will review the redeployment at the end of three 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.

20.2.8 In relation to Clause 20.2.7(iii) staff not successful in being redeployed to the available position will have access to the Inquiry Officer Procedure -Clause 61.

20.3 Redundancy

20.3.1 If separation or successful redeployment has not occurred within the 26 weeks following the notification of becoming a detached staff member, the staff member will become redundant and be provided with a redundancy package which comprises:

- (i) 26 weeks salary; plus
- (ii) 2 weeks salary for each year of service completed at the University, up to a combined maximum of 52 weeks; and
- (iii) statutory entitlements.

20.3.2 Where reasonable offers of redeployment at the same HEW level, and training and development are refused by a detached staff member, the Director, Human Resource Services will review each case with a view to recommending:

- (i) a further offer of redeployment and/or training and development; or
- (ii) the immediate provision of a redundancy package as outlined in Clause 20.3.1.

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

21.0 SECONDMENT, TRANSFER OR PLACEMENT

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

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

21.2 Specific details relating to the secondment, transfer or placement will be confirmed in writing including, where applicable, return arrangements.

21.3 In effecting placement the new supervisor will take into consideration the skills and experience of the staff member and will provide a period of familiarisation and training for the new staff member.

21.4 Except where the position is subject to a change management process, the staff member is entitled to return to the substantive position and primary place of work they occupied prior to secondment, unless otherwise agreed.

21.5 Disputes regarding secondment, transfer or placement may be resolved by reference to the Dispute Resolution Procedure - Clause 63.

PART E: SEPARATION FROM EMPLOYMENT**22.0 RESIGNATION AND TERMINATION**

- 22.1 A staff member, other than a casual staff member, who intends to resign from his or her employment with the University, must give at least 2 weeks written notice of the date of termination or be subject to the forfeiture of 2 weeks pay or part thereof. However, where requested by a staff member, the University may reduce the required period of notice.
- 22.2 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) Resignation and Termination - Clause 22;
 - (ii) Unsatisfactory Performance - Clause 11;
 - (iii) Misconduct / Serious Misconduct - Clause 12;
 - (iv) Disciplinary Action - Clause 13;
 - (v) Redeployment and Redundancy - Clause 20;
 - (vi) Ill Health - Clause 23; and
 - (vii) Probation - Clause 9.
- 22.3 Where the University terminates the employment of a staff member the staff member will be given notice and/or compensation as provided in the table below, except where greater notice and/or compensation has been specified in the staff member's contract of employment or other clauses in this Agreement. The University will provide written advice of the notice period and compensation.

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 notice.

- 22.4 The employment of a casual staff member may be terminated by the University by the giving of 1 hour notice, or the minimum period of engagement, whichever is the greater.
- 23.0 ILL HEALTH**
- 23.1 The University may require, in writing, any staff member whose capacity to perform their duties is in doubt to undergo a medical examination by a medical practitioner chosen by the University at the expense of the University.
- 23.2 The University will provide the staff member with written notice of the medical appointment at least 1 month prior to the date of that appointment. The staff member and the University may agree on a shorter notice period.
- 23.3 Where the staff member applies to the staff member's superannuation fund, prior to the expiry of the period of notice, for ill-health retirement or temporary disability benefit under the rules of the superannuation fund, the requirement for a medical examination under Clause 23.1 will lapse and no further action will, subject to Clause 23.4, be taken under this clause.
- 23.4 Where the superannuation fund decides that the staff member is capable of resuming work, following a period where the staff member has received a temporary disability benefit, and the Vice-Chancellor elects to dispute this decision, the Vice-Chancellor may proceed in accordance with the remainder of this clause.

- 23.5 A copy of the medical report made by the medical practitioner required under Clause 23.1 will be made available by the University to the staff member concerned on receipt.
- 23.6 If the medical report states that the staff member is able to perform their duties within a reasonable period, being not more than 12 months, action in relation to this clause will cease, subject to the staff member resuming those duties. The University will consider the practicality / reasonableness of any limitations with a return to work plan. If the staff member does not resume duties within the 12 month period, a further medical examination will be required as soon as practicable.
- 23.7 If the medical report states that the staff member is unable to perform his or her duties and is unlikely to be able to resume the duties within a reasonable period, being not less than 12 months, the staff member, within 10 working days of receipt of the medical report, may request a review of the medical report.
- 23.8 The review of the medical report will be conducted by a panel consisting of 3 medical practitioners as follows:
- (i) 1 appointed by the University;
 - (ii) 1 appointed by the staff member (or where they choose their representative); and
 - (iii) 1 appointed by the President of the State or Territory Branch of the Australian Medical Association.
- The Panel will not involve the practitioner who made the initial report.
- 23.9 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.
- 23.10 Dependent on the outcome of the medical report under Clause 23.1 or a review of the medical report under Clause 23.8 the Vice-Chancellor may notify the staff member of the decision to terminate their employment and will give a period of 6 months notice or payment in lieu of notice.

PART F: WORKING ENVIRONMENT

24.0 INTELLECTUAL PROPERTY RIGHTS

- 24.1 Subject to legislative provisions on moral and intellectual property rights, the following principles will apply to the management of intellectual property:
- 24.1.1 The University asserts ownership of intellectual property created by originators in the course of their employment with the University unless specified otherwise.
 - 24.1.2 Net income received by the University as a result of exploitation of University intellectual property will be distributed on the basis of 50% to the originator and 50% to the University.
 - 24.1.3 The rights and responsibilities of originators and managers of intellectual property are to be properly communicated to staff.
- 24.2 Nothing in this clause prevents a staff member from entering into a commercial agreement with the University.
- 24.3 Disputes regarding intellectual property rights may be referred to the Inquiry Officer - Clause 61.
- 24.4 Nothing in this clause will be construed as excluding the jurisdiction of any external body competent to deal with intellectual property rights.

25.0 INTELLECTUAL FREEDOM

- 25.1 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.
- 25.2 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.

26.0 ABORIGINAL AND TORRES STRAIT ISLANDER EMPLOYMENT

- 26.1 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 as such by other Aboriginal or Torres Strait Islander peoples and who recognises themselves as Aboriginal and/or Torres Strait Islander.
- 26.2 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 Strategy.
- 26.3 The University will continue to implement, fund and comply with its Indigenous Employment Strategy in partnership with Aboriginal and Torres Strait Islander stakeholders. 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 to:
- (i) increase Aboriginal and Torres Strait Islander 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 within the University and establish identified positions across the classification levels and within all areas of the University;
 - (iii) increase the average academic level of employment for Aboriginal and Torres Strait Islander staff within the University;
 - (iv) 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;
 - (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) make available to all staff Aboriginal and Torres Strait Islander awareness training;
 - (vii) provide non-Indigenous academic staff engaged in teaching and learning activity that encompasses Indigenous studies with Indigenous Studies training;
 - (viii) provide staff who have supervisory responsibilities, with Aboriginal and Torres Strait Islander cultural awareness training;
 - (ix) recognise the uniqueness of Aboriginal and Torres Strait Islander knowledge and research methodologies; and
 - (x) identify and recognise workload implications that arise for Aboriginal and Torres Strait Islander staff in adhering to community protocols.
- 26.4 In pursuing the Indigenous Employment Strategy, the University will develop employment and career development strategies aimed at ensuring significant representation of Aboriginal and Torres Strait Islander staff in the University.
- 26.5 The University and staff will respect the diverse cultural, social and religious systems practised by Aboriginal and Torres Strait Islander peoples. The University recognises, acknowledges and will actively promote Aboriginal and Torres Strait Islander knowledge and scholarship. Participation of Aboriginal and Torres Strait Islander staff in cultural or ceremonial activities enhances the effectiveness of Aboriginal and Torres Strait Islander people as staff members, and is therefore of direct benefit to the University.
- 26.6 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 continue to facilitate understanding and practices that recognise and promote knowledge of, and commitment to, Aboriginal and Torres Strait Islander peoples and cultures. Areas such as curriculum development, workload, staff development and Academic Promotion will recognise Aboriginal and Torres Strait Islander values and academic achievements.

26.7 Selection and Recruitment

26.7.1 Selection committees for identified Aboriginal and Torres Strait Islander positions and where an applicant for a position has identified themselves, in their application, as an Aboriginal and/or Torres Strait Islander, will have appropriate Aboriginal or Torres Strait Islander representation.

26.7.2 Prior to the expiration of an Aboriginal and/or Torres Strait Islander cadetship or traineeship, the University, in consultation with the trainee or cadet will explore all further employment opportunities. Aboriginal and Torres Strait Islander staff engaged as trainees or cadets will be considered for preference of employment consistent with Redeployment and Redundancy - Clause 20.

26.8 Indigenous Australian Leave

In order to fulfill unique Indigenous cultural responsibilities, Aboriginal or Torres Strait Islander staff will have access to a pool of 5 days Indigenous Australian Leave (in addition to the personal leave provisions), for the purposes of:

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

26.9 Indigenous Australian Language Allowance

In recognition of proficiency in Indigenous Languages, a staff member who is required to use Indigenous Language in the course of their employment shall be paid an allowance of:

26.9.1 Level 1 - \$1300.00 per annum

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

26.9.2 Level 2 – \$2600.00 per annum

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

26.10 "Indigenous Language" will mean a recognised proficiency in any one of the Australian Aboriginal or Torres Strait Islander languages.

27.0 EQUITY AND EQUAL EMPLOYMENT OPPORTUNITY MATTERS

27.1 The University is committed to equal employment opportunity, equity principles and non-discriminatory practices and will implement initiatives as expressed in the University's Equity Strategy.

28.0 DISCRIMINATION, HARASSMENT, BULLYING AND WORKPLACE VIOLENCE

28.1 The University will ensure a workplace free from discrimination, harassment, bullying and/or workplace violence and that all staff understand that any acts and/or behaviour constituting discrimination, harassment, bullying and/or workplace violence will not be tolerated.

28.2 Where there is an allegation that discrimination, harassment, bullying or workplace violence has occurred, the University will act promptly to address the alleged behaviour, including eliminating the potential for such behaviour to occur again.

28.3 In the event of alleged discrimination, harassment, bullying or workplace violence, a staff member, or if they choose, their representative, may refer the matter to the University's Resolution of Complaints procedure or notify a dispute under Dispute Resolution Procedure - Clause 63.

28.4 Nothing in this clause will be construed as excluding the jurisdiction of any external body competent to deal with alleged discrimination, harassment, bullying and workplace violence.

29.0 OCCUPATIONAL HEALTH AND SAFETY

- 29.1 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 implement a Health and Safety Management Systems Framework to improve occupational health and safety within the University.
- 29.2 Disputes regarding occupational health and safety may be resolved by reference to the University's Occupational Health and Safety Committee, or the Dispute Resolution Procedure - Clause 63.
- 29.3 The University will provide a program, incorporating the principle of reasonable adjustment, to support injured workers to return to the workplace.
- 29.4 Nothing in this clause will be construed as excluding the jurisdiction of any external body competent to deal with occupational health and safety matters.

30.0 STAFF COUNSELLING AND ASSISTANCE

- 30.1 The University will provide timely access to a Counselling Service for staff members. Staff members and their families will have access to an Employee Assistance Program.

31.0 DEPENDENT CARE SUPPORT

An amount will be paid to a maximum equivalent to the cost of 1 day's casual childcare at a community based childcare centre based on the applicable rate at the Kintaiba Centre at the University of Newcastle where, at short notice and by agreement with the staff member:

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

32.0 COMPENSATION FOR LOSS OF PERSONAL PROPERTY

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

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

- 32.2 Compensation to the extent of damage sustained will be made where in the course of work clothing, spectacles or hearing aids are damaged or destroyed by fire or molten metal or through the use of corrosive substances.
- 32.3 This clause will not apply where a staff member is entitled under the *Workers' Compensation Act 1987*, for such damage.

PART G: REMUNERATION ARRANGEMENTS**33.0 SALARY AND FLEXIBLE SALARY PACKAGING**

33.1 This Agreement provides for the following salary increases, in addition to the 1.8% increase on October 1 2006 provided for in the previous agreement, for all staff covered by this Agreement.

2007	2% from 1 March	2% from 1 October
2008	2% from 1 March	2% from 1 October
2009	2% from 1 March	2% from 1 May

33.2 Salaries, allowances and casual rates will be paid in accordance with Rates to be Paid for Higher Education Workers - Schedule 1.

33.3 Flexible Salary Packaging

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

34.0 APPRENTICES AND TRAINEESHIPS**34.1 Apprentices**

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

1st Year	42%
2nd Year	55%
3rd Year	75%
4th Year	88%

34.2 Adult Apprentice Rates of Pay

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

1st Year	77.3%
2nd Year	82.7%
3rd Year	85.8%
4th Year	89%

34.3 Traineeships

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

35.0 SUPERANNUATION

35.1 The University will maintain the current employer contributions and arrangements for superannuation that are in effect as at the date of lodgment with the Office of the Employment Advocate, subject to those arrangements being consistent with the UniSuper Trust Deed and its application.

35.2 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 made to UniSuper, subject to those arrangements being consistent with the UniSuper Trust Deed and its application.

36.0 OVERTIME

- 36.1 The University may require a staff member to work reasonable overtime which will be paid in accordance with this clause. Wherever possible, a staff member will be given at least 48 hours notice of any overtime to be worked. Where such notice is not given, a staff member will not be required to work overtime where the staff member satisfies the University that there is good and sufficient reason why he or she cannot work overtime that day. The University will recognise the staff member's responsibilities and prearranged personal commitments.
- 36.2 Approval to work overtime must be given by the appropriate manager prior to the commencement of overtime. Staff members who choose to work additional hours of their own volition are not entitled to be granted overtime.
- 36.3 Overtime worked outside ordinary or rostered hours of duty as required by the University:
- (i) will be paid for at the rate of 1.5 times the ordinary rate of pay for the first 2 hours and 2 times the ordinary rate of pay thereafter until completion of the overtime work;
 - (ii) between midnight Saturday and midnight Sunday will be paid for at 2 times the ordinary rate of pay ;
 - (iii) on a public holiday will be paid at 2.5 times the ordinary rate of pay;
 - (iv) for Caretakers (Residential Colleges), between midnight Friday and midnight Sunday will be paid at the rate of 2 times the ordinary rate of pay;
 - (v) for work on Sundays or public holidays will have a minimum payment of 4 hours with the exception of essential work for feeding animals, watering etc., then the minimum payment will be 3 hours.
- 36.4 When overtime work is necessary it will be so arranged that:
- (i) staff members have at least 10 consecutive hours off duty between the work of successive days;
 - (ii) if there has not been at least 10 consecutive hours off duty between the commencement of duty and the commencement of ordinary duty, the staff member will not report for duty until at least 10 hours has elapsed since the completion of overtime;
 - (iii) if on the instructions of the University a staff member resumes or continues work, in terms of 36.4 (ii) above, without having had 10 consecutive hours off duty, they will be paid at overtime rates until released from duty. The staff member will be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
 - (iv) the provisions of 36.4 (i) – (iii) will apply in the case of shift workers as if 8 hours were substituted for 10 hours when overtime is worked for the purpose of changing shift rosters, or where a shift worker does not report for duty and a day worker or a shift worker is required to replace such shift worker.
- 36.5 Where a staff member has been instructed to report for duty for pre-arranged overtime on a day which they would not have been required to work and on reporting for duty on that day finds that no overtime is available, the staff member will be paid 3 hours overtime at the overtime rate for that day.
- 36.6 Each day's overtime will stand alone and will be calculated to the nearest quarter of an hour.
- 36.7 A staff member called back for work after leaving the University's premises will be paid for a minimum of 4 hours at the appropriate overtime rate for that period. Each call-back will stand alone. This clause will not apply in cases where it is customary for a staff member to return to the University's premises to perform pre-arranged overtime or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of normal working time.
- 36.8 A staff member who has the permission of the University to work flexible work arrangements may work in excess or outside of the prescribed ordinary hours of work in a day or a week subject to the limits specified from time to time by the University. Time worked to accumulate flexible or variable working hours credits or to extinguish debits will not attract overtime payments.

- 36.9 Where a part-time staff member works more hours per week than their ordinary part-time hours of work per week, but not in excess of the ordinary hours of duty for a full time staff member, in the same classification, the staff member will be paid at the ordinary rate of pay for each additional hour so worked.
- 36.10 The calculation of the payment of overtime will not exceed the maximum salary rate applicable to HEW 7 in accordance with Rates to be Paid for Higher Education Workers - Schedule 1.
- 36.11 Where overtime is worked in accordance with this clause a staff member may express a preference to be granted time off in lieu (T.O.I.L.) of the overtime payment. T.O.I.L.:
- (i) must be agreed by the manager prior to the overtime being worked;
 - (ii) will be taken at a time mutually convenient to the University and the staff member;
 - (iii) is calculated as the equivalent of the full overtime payment in hours as specified in Clause 36.3 which would have been payable as overtime;
 - (iv) can be accrued on a quarterly basis;
 - (v) when not taken within a 3 month period, the University may, with reasonable notice, direct the staff member to take the time off in lieu or the staff member will be paid at the applicable overtime rate; and
 - (vi) the maximum number of hours of time off in lieu of overtime payments that may be accumulated by a staff member, is 35 hours.

37.0 ALLOWANCES

- 37.1 Allowances will be paid to eligible staff in accordance with Allowances - Schedule 2, except as provided in Aboriginal and Torres Strait Islander Employment – Clause 26, and Relieving, Higher Duties and On-Call Allowances – Clause 38.

38.0 RELIEVING, HIGHER DUTIES AND ON-CALL ALLOWANCES

38.1 Relieving and Higher Duties Allowance

- 38.1.1 An allowance will be paid to a staff member for the performance of duties required at a higher classification. The payment will be an amount equal to the difference between the minimum salary of the higher classified position and the salary that the staff member is receiving in the position they substantively occupy.
- 38.1.2 If the minimum salary for the higher classified position is less than the salary the staff member is receiving in the position they substantively occupy the relieving or higher duties allowance will be calculated on the basis of the nearest higher salary step for the higher classified position.
- 38.1.3 A relieving allowance will be paid to a staff member for relieving in an existing position which is at a higher classification level.
- 38.1.4 A higher duties allowance will be paid where a staff member is required to perform duties at a higher classification for a fixed period of time to perform tasks related to a specific task or project.
- 38.1.5 These allowances are payable where the staff member performs the duties of the higher classified position for a period of at least 5 consecutive working days.
- 38.1.6 Application for these allowances will be made in writing and will be approved by the appropriate delegated officer.
- 38.1.7 Periods of higher duties and relieving allowances will attract payment at the allowance rate for periods of personal leave, annual leave and long service leave provided that periods of such leave are within the period of relieving or higher duties allowance payment.

38.2 On-Call Arrangements

- 38.2.1 The University may roster staff members to be on call, after-hours, during which they will be required to be contactable and available to perform extra duties.

- 38.2.2 A staff member who is rostered on-call will be paid an allowance of \$20 per day.
- 38.2.3 In other cases staff may agree to be placed on a list of persons to be contacted in an emergency/after hours situation. A staff member will not be required to remain available. Response to any request to perform additional duties will be at their discretion. In such circumstances, this provision will not apply.
- 38.2.4 The following provisions cover such situations:
- (i) A staff member who is rostered to be on call will be advised in writing of the roster arrangements.
 - (ii) Subject to University standards and effectiveness, tasks may be performed without having to return to the University.
 - (iii) A staff member cannot be required to be on call during a rostered day off (RDO), Time Off In Lieu of Overtime payment (T.O.I.L), or flextime, though may agree to be rostered. Such entitlements will be re-credited based on the amount of any duty performed in cases of voluntary rostering.
 - (iv) A staff member will not be rostered on call during any period of leave. However, where a staff member responds and performs additional duties as requested (involving a return to the workplace or not), staff will be paid in accordance with Overtime -Clause 36.
- 38.2.5 A staff member required to perform additional duties as a result of being on call:
- (i) who is required to return to the workplace will be paid in accordance with Overtime - Clause 36, and will be reimbursed for the relevant fare costs.
 - (ii) who is not required to return to their workplace, will be paid at the relevant overtime or weekend/public holiday rates, subject to a minimum payment of 1 hour.

39.0 WORK RELATED TRAVEL

- 39.1 Each staff member will have a primary place of work.
- 39.2 Where a staff member is directed to undertake work away from their primary place of work, including duties performed either within or outside Australia, all duties will be treated as time worked for the purposes of this Agreement including:
- (i) a staff member working away from their primary place of work who is required to travel outside their ordinary hours of work is entitled to be paid at the ordinary hourly rate for the time taken in travelling, or to take time off in lieu on an equivalent basis, by agreement between the staff member and their manager.
 - (ii) where a staff member is required to work away from their primary place of work for all or part of a day, the period of travel time to be counted as work time will be the difference between their usual travelling time from home to their primary place of work and return, and the total amount of time spent travelling that day.
- 39.3 A staff member who travels overseas on a journey in excess of 8 hours will have at least 10 consecutive hours off duty between the end of the journey and the commencement of authorised duties.

PART H: EMPLOYMENT ARRANGEMENTS**40.0 HOURS OF WORK**

40.1 Working hours are defined as follows:

Category of Staff	Ordinary Hours of Work	Span of Hours of Work
<p>CATEGORY 1</p> <ul style="list-style-type: none"> •Infrastructure, management, maintenance and operations related staff. 	35 hours per week	7.00am and 6.00pm, Monday to Friday
<p>CATEGORY 2</p> <ul style="list-style-type: none"> •Teaching and Learning or Research facilities / operations support staff. •Library staff. 	35 hours per week	8.00am and 10.15pm, Monday to Friday; according to roster but not exceeding 8 hours in any 1 day.
<p>CATEGORY 3</p> <ul style="list-style-type: none"> •Professional, office, administrative, Information Technology and Help Desk staff. 	35 hours per week	8.00am and 6.00pm, Monday to Friday
<p>CATEGORY 4</p> <ul style="list-style-type: none"> •Caretaker (Residential Colleges). 	An average of 35 hours per week	To be worked in 5 shifts of no more than 8 hours duration from Monday to Sunday inclusive.
<p>CATEGORY 5</p> <ul style="list-style-type: none"> •Information Technology Systems Officers. •Supervisor, Cleaning Contractors. 	35 hours per week	Monday to Friday. To be worked in either one, two or three shifts per day.
<p>CATEGORY 6</p> <ul style="list-style-type: none"> •Security Services staff. 	38 hours per week	To be worked on continuous shifts, Monday to Sunday inclusive.
<p>CATEGORY 7</p> <ul style="list-style-type: none"> •Parking Patrol Officers. 	38 hours per week	Monday to Friday inclusive
<p>CATEGORY 8</p> <ul style="list-style-type: none"> •Information Common Rovers. 	35 hours per week	To be worked on continuous shifts, Monday to Sunday inclusive

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

41.0 TEA, MEAL BREAKS AND WASHING TIME

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

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

- 41.3 A staff member required to work overtime beyond 6pm may take a meal break of 30 minutes that will not count as time worked.
- 41.4 Where dirty working conditions so require, adequate time for washing will be allowed prior to meal or tea breaks and at the end of the working day as appropriate.

42.0 ABSENCE FROM DUTY

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

43.0 ROSTERED STAFF - WORK ROSTERS

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

- 43.1 Work rosters will be posted in a readily accessible place and will indicate the commencement and cessation times of the hours of work of the respective shifts for each staff member.
- 43.2 A shift or roster may be changed at any time for operational reasons provided managers will take into consideration staff member's family and caring responsibilities and:
- (i) changes of shift in rosters will be notified at least 72 hours before they become operative;
 - (ii) changes of rosters will be notified at least 7 days prior to becoming operative;
 - (iii) where another staff member is absent from duty on account of illness or in an emergency, changes may be made at short notice. A replacement staff member working on a day that would have been their day off will be paid at overtime rates;
 - (iv) places in shifts or rosters may be interchanged by agreement between the staff members and the University provided that the University will not incur additional shift or overtime penalties as a consequence of the interchange.

44.0 SHIFT PENALTIES

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

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

44.2 Saturday, Sunday and Public Holiday Penalties

Penalty rates specified in Shifts Penalties - Clause 44.1(vii) and Clause 44.1(viii) and in Public Holidays - Clause 57.2 will be in substitution for and not cumulative upon any shift penalties specified in this clause.

44.3 Security Services staff member

In lieu of penalties prescribed in Shift Penalties - Clause 44.1, a Security Services Officer:

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

44.4 Caretaker (Residential Colleges)

Penalties rates specified in Shifts Penalties – Clause 44.1 will apply.

45.0 FLEXIBLE WORK ARRANGEMENTS

45.1 The University is committed to the implementation of working arrangements to achieve the best possible match between the interests of the University and those of the individual within the daily span of hours provided in Hours of Work - Clause 40, through:

- (i) Flextime - Clause 45.3; or
- (ii) Approved Schemes - Clause 45.4; or
- (iii) Job Sharing - Clause 45.5.

45.2 Flexible working arrangements may be worked outside the limitations of the Hours of Work - Clause 40, where those arrangements are agreed between the manager and members of staff, provided the arrangement meets the following conditions:

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

45.3 Flextime

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

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

45.3.3 The period of 4 weeks immediately following the period where a credit or debit has been created will be the settlement period. The maximum amount of flextime to be taken during any one settlement period is 7 hours.

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

45.3.5 Flextime is separate from overtime. Hours worked during paid overtime are not counted for flextime credit. Overtime arrangements are provided in Clause 36 - Overtime and staff members should take care to ensure that overtime has been approved by their supervisor prior to working overtime duty.

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

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

45.4 **Approved Schemes**

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

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

45.4.2 Where a proposal is advanced by staff but is not agreed to by the manager then the staff may exercise the option in 45.4.3 below.

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

45.5 **Job Sharing**

45.5.1 Job share arrangements may be available to staff members on a time defined basis at a specified HEW level.

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

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

47.0 **MODES OF EMPLOYMENT**

47.1 At the time of appointment the University will provide the staff member with an instrument of appointment that stipulates the type of employment, the duties, the primary place of employment, the reporting relationships and the terms of engagement in relation to:

- (i) 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;
- (ii) for a fixed-term staff member, the period of the employment;
- (iii) for contingent employment specify the contingency;
- (iv) 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; and
- (v) for a staff member on probation, the length and terms of the probation.

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

47.3 Nothing in this clause prevents a staff member from engaging in additional work as a casual staff member for work unrelated to, or separate from, the staff member's normal duties.

47.4 Continuing, fixed-term and contingent employment as defined below 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.

47.5 Categories of employment include:

- (i) **'Continuing Employment'** means all employment that is not fixed-term, contingent or casual employment, and for which there is no set date for the employment to cease.

- (ii) **'Fixed-Term Employment'** means employment for a specified term, for which the instrument of engagement will specify the starting and finishing dates of that employment 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 9, Misconduct/Serious Misconduct – Clause 10 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.
- (iii) **'Contingent Employment'** means employment provided from identifiable funding external to the University 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 9, Misconduct/Serious Misconduct – Clause 10 apply); or by the occurrence of the contingency.
- (iv) **'Casual Employment'** means employment by the hour and paid on an hourly basis that includes a loading in lieu of benefits in this Agreement that are not provided to casual staff.
- (v) **'Apprentice'** staff member means a staff member who is indentured as an apprentice. An 'Adult Apprentice' means an apprentice who is over 21 years of age.

47.6 Fixed Term & Contingent Employment

47.6.1 Notice at Expiry of Fixed Term or Contingent Employment

The University will provide:

- (i) 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 on a fixed-term basis;
 - (b) continue the position on a continuing basis; or
 - (c) discontinue the position.
- (ii) to a contingent staff member a written notice invoking the contingency and the University's intention to discontinue the position.

47.6.2 The notice under 47.6.1 will be the greater of:

- (i) any entitlement to notice prescribed in the staff member's contract of employment; or
- (ii) the period of notice as outlined below:

Period of Continuous Service	Period of Notice
Less than 3 years	At least 2 weeks, or the equivalent of a full pay period, whichever is the greater.
More than 3 years but less than 5 years	At least 3 weeks, or the equivalent of a full pay period, whichever is the greater.
5 years or more or Contingent Employment Contracts	At least 4 weeks, or the equivalent of a full pay period, whichever is the greater.

47.6.3 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.

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

47.6.5 Offer of Further Employment

Except in exceptional circumstances, where the University has decided to continue the position, with the same or substantially similar duties, at the same classification level, the staff member will be given further employment in the position provided the staff member was employed in the relevant position through a competitive and open selection process and has performed at a satisfactory level. Where the staff member refuses any reasonable offer of further employment there will be no entitlement to severance pay.

47.6.6 Right to Apply For Conversion

47.6.6.1 Where the University gives notice in accordance with Clause 47.6.1.(i) (a), and the staff member was employed in the relevant 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.

47.6.6.2 Casual staff may apply for conversion to continuing or fixed-term employment on the same salary and classification where the staff member has been employed on a regular basis for either:

- (i) at least an average of 50% of the ordinary weekly hours that would have been worked by a full-time employee during the preceding 12 month period; or
- (ii) over the immediately preceding period of at least 24 months.

47.6.6.3 The University may refuse conversion on reasonable grounds.

47.6.6.4 Upon appointment, the University will advise a casual staff member that, after serving qualifying periods, casual staff members may have a right to apply for conversion.

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

47.6.7 Severance Pay

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

47.6.7.1 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 the same or substantially similar duties.

47.6.7.2 on termination of a contingent contract of employment.

47.6.7.3 Subject to 47.6.7.1 and 47.6.7.2, 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

47.6.7.4 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 47.6.7.3, up to a maximum of 52 weeks.

47.6.8 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 fixed-term employment, then the University may defer payment of severance benefits for a maximum period of 4 weeks from the expiry of the period of fixed term employment.

47.6.9 Breaks in Service

47.6.9.1 For the purpose of this Agreement and for the purpose of determining which provisions under this Agreement apply to fixed-term staff members, breaks between fixed-term appointments of up to 2 times per year and of up to 6 weeks shall not constitute breaks in continuous service. A break between fixed-term contracts, where the second or subsequent 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 fixed-term contracts will not be structured to avoid obligations with regard to severance payments.

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

47.7 Casual Staff

47.7.1 A casual staff member will be paid an hourly rate calculated by dividing the weekly rate appropriate to the level and step by the number of hours worked by an equivalent full time staff member employed in the same or similar category as prescribed in Schedule 1 of this Agreement plus a casual loading of 23%.

47.7.2 A casual staff member who is engaged to perform shift work is entitled to payment calculated at:

- (i) the base hourly rate; plus
- (ii) the applicable shift loading; plus
- (iii) the casual loading;

for each rostered shift.

47.7.3 Overtime is only payable to casual staff in respect of work in excess of 20% of the ordinary weekly hours of an equivalent full time staff member, on 1 day. In respect of such excess the staff member will receive the greater of the overtime rate that would apply to overtime worked on that day by an equivalent full time staff member or the casual loading, but not both.

47.7.4 The minimum period of engagement for a casual staff member will be as follows:

- (i) persons who are students (including post graduate students) who are expected to attend the University on that day in their capacity as students will have a minimum period of engagement of 1 hour.
- (ii) persons with a primary occupation elsewhere (or with the University) will have a minimum period of engagement of 1 hour.
- (iii) tradepersons (other than electricians) and gardeners will have a minimum period of engagement of 1 hour.
- (iv) all other casual staff members will have a minimum period of engagement of 3 hours.
- (v) in order to meet their personal circumstances, a casual staff member may request and the University may agree to an engagement for less than the minimum of 3 hours.

47.7.5 The employment of a casual staff member may be terminated by the giving of one hour's notice by either the staff member or the University.

47.8 **Seasonal, Part-Year or Annualised Hours Employment**

47.8.1 **Application**

The terms and conditions in this clause apply to:

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

47.8.2 **"Seasonal" or "Part-Year" Staff members**

(i) **Definitions**

- (a) "Seasonal" or "part-year" staff members, are staff members appointed as such on a continuing or fixed term basis to work one or more periods or seasons in each year (which may be a calendar year), as identified by the University consistent with Clause 47.11.1 or as subsequently varied by agreement with the seasonal or part-year staff member.
- (b) During the periods of the calendar year that the staff member is not required to perform work, the staff member's employment contract will continue. However, with the exception of periods of approved paid leave, the staff member will be deemed to be stood down without pay for such periods. Such periods will not count as service for any purpose, but will not break the continuity of service.

(ii) **Accrual of pay**

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

(iii) **Leave Entitlements**

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

(iv) **Public Holidays**

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

(v) **Termination of Employment**

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

47.8.3 **"Annualised Hours" Staff Members**

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

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

(i) **Pay**

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

(ii) **Leave Entitlements**

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

(iii) **Public Holidays**

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

(iv) **Overtime**

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

(v) **Additional Hours**

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

(vi) **Alteration of Annual Hours**

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

(vii) **Termination of Employment**

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

- (a) If the staff member has received a payment in respect of work or hours which are not then worked by the staff member, that payment will be repaid by the staff member to the University as at the date of termination. The University may off-set any such amounts against any entitlements owing to the University; and

- (b) if a staff member has performed work for which he/she has not yet received pay by the University, the University will pay to the staff member such amount as at the date of termination.

PART I: LEAVE and HOLIDAYS

48.0 ANNUAL LEAVE

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

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

- 48.2. Approval of annual leave, not exceeding accruals, will be by agreement between the staff member and the University.
- 48.3 **Payment of Annual Leave**
- 48.3.1 Whilst on annual leave, at the ordinary rate of pay that would have been paid had the staff member not been on leave, excluding any ordinary overtime or penalty rate that would have applied.
- 48.3.2 On termination accrued annual leave will be paid at the ordinary rate of pay at the date of termination.
- 48.3.3 In the event of death payment of accrued annual leave owed to the staff member at the date of death will be paid to the staff member's estate or to the staff member's partner (includes spouse, defacto including a same sex partner), or to the guardian of the dependent children of the staff member.
- 48.4 **Impact of Other Leave**
- 48.4.1 Any period of leave without pay greater than 5 working days within a 12 month period, to be calculated from a staff member's anniversary of employment with the University, will not count as service for the purpose of calculating annual leave.
- 48.4.2 Annual leave accrued whilst a staff member is on any period of leave on reduced pay will accrue at a proportionate rate calculated in accordance with the fraction that the reduced pay bears to the staff member's ordinary working hours.
- 48.4.3 Where a staff member on a period of approved annual leave becomes eligible for personal leave because of illness, injury or incapacity, for a period of 1 week or more and produces a satisfactory medical certificate, they will have an equivalent period of annual leave re-credited. This provision does not apply to a staff member on annual leave immediately prior to retirement or resignation.
- 48.5 **Direction to Take Leave**
- 48.5.1 The University may direct a staff member to take, at such time as is convenient to the working of the University, annual leave for which the staff member is eligible, but as far as practicable the wishes of the staff member concerned will be taken into consideration when fixing the time for the taking of annual leave.
- 48.5.2 If a staff member does not avail themselves of the full amount of annual leave each year and the staff member's annual leave balance reaches 40 days the University will direct the staff member to take 10 days annual leave within 1 month of notification by the University.

48.6 Annual Leave Loading

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

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

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

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

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

48.6.5 Annual leave loading is payable on termination as follows:

- (i) On termination for any reason, payment is to be calculated on a pro rata basis at the ordinary rate of pay, as at the date of termination.
- (ii) In the event of the death of a staff member, payment is to be calculated on a pro rata basis and at the ordinary rate of pay, as at the date of death. Payment will be made to the staff member's estate, or to the staff member's partner, (which includes a spouse or defacto including a same sex partner), or to the guardian of the dependent children of the staff member.

49.0 PURCHASED LEAVE SCHEME

49.1 A purchased leave scheme will be available by application and agreement between the staff member and the University. The scheme allows, within a 12 month period, a staff member to have up to 8 weeks paid absence in addition to the normal 4 weeks annual leave, with a commensurate reduction in the total salary rate for the 12 month period.

50.0 LONG SERVICE LEAVE

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

	Staff members, other than casual staff members	Casual staff members
<p>50.1.1 A staff member will have an entitlement to long service leave as follows:</p> <p>(i) After 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 50.1.1 (i) an additional accrual of 9 calendar days per year of service</p> <p>In addition to 50.1.1 (ii) an additional accrual of 15 calendar days per year per year of service.</p>	<p>2 months leave on ordinary pay.</p> <p>In addition to 50.1.1 (i) an additional accrual of 6 calendar days per year of service.</p> <p>In addition to 50.1.1 (ii) an additional accrual of 6 calendar days per year of service.</p>
<p>50.1.2 A staff member will be paid long service leave as follows:</p> <p>(i) After 10 years service (whether continuous or broken);</p>	<p>Whilst on approved long service leave or on termination for any reason, including death</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>(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>On a pro rata basis on termination, where terminated by the University for any reason other than the staff member's serious and willful 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>In accordance with the Long Service Leave Act (NSW) 1955.</p> <p>NIL</p> <p>Entitled to take payment in lieu of leave.</p>

	Staff members, other than casual staff members	Casual staff members
<p>Long service leave will be paid as follows</p> <p>50.1.3</p>		
(i) Whilst on leave;	At the rate of pay that would have been paid had the staff member not been on leave, excluding any ordinary overtime or penalty rate that would be applied.	At ordinary rate of pay of the staff member as 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 as 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, or the staff member's partner, (which includes a spouse or de facto including a same sex partner), or to the guardian of the dependent children of the staff member.	To the staff member's estate, or the staff member's partner, (which includes a spouse or de facto including a same sex partner), or to the guardian of the dependent children of the staff member.
(iv) As payment in lieu; or		At the ordinary rate of pay of the staff member as at the date of the payment in lieu or at the average ordinary rate of pay earned by the staff member in the preceding 5 year period, whichever is the greater.
(v) For a staff member with at least 10 years service, who has worked a mix of ordinary hours of work during their employment with the University and who has an accumulation less than that prescribed in Clause 50.1.1 (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.	

50.2 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, the period of leave without pay will count as service.

50.3 **Impact of Personal Leave**

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

50.4 **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.

50.5 **Timing of Leave**

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. Where leave cannot be granted on the basis of the initial request, an acceptable alternative time will be agreed between the staff member and the University.

50.6 **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.

50.7 **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.

50.8 **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.

50.9 **Prior Service**

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

50.9.2 A break in service of 2 months or less, between the ceasing 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.

50.9.3 This provision does not apply to staff members employed on a part time or casual basis, or staff members employed on short term appointments of less than 3 years

50.10 **Reducing Long Service Leave Liabilities**

During the term of this Agreement a review of the accumulation and taking of long service leave will be undertaken to achieve a consistent and sustainable reduction of the long service leave accruals. The review will include consulting with staff, monitoring of long service leave accruals and developing supporting processes to enable and encourage staff to take leave.

50.11 **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.

51.0 PERSONAL LEAVE**51.1 Personal Leave Entitlement**

51.1.1 A staff member, other than a casual staff member, is entitled to take up to 25 days paid personal leave in any 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.

51.1.2 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.

51.1.3 In the event that a staff member, other than a casual staff member, exhausts his or her 25 days personal leave in a 12 month period, they may access their accrued sick leave entitlement for any period of sick leave occurring within the same 12 month period.

51.1.4 A casual staff member is entitled to not be available to attend work or to leave work for up to two 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.

51.1.5 Personal leave may be taken for periods of 1 hour or greater.

51.2 Conditions

51.2.1 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 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.

51.2.2 Staff members will wherever practicable give their supervisor prior notice of the intention 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 51.1(ii)-(iii), the staff member will also advise of the nature of the relationship involved, and where appropriate, the nature of the care involved.

51.2.3 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 Clause 51.2.2.

51.2.4 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.

51.2.5 Wherever possible, staff should provide evidence of the need for accessing personal leave.

- 51.2.6 Except in the case of a staff member who is sick, where a staff member and supervisor anticipate the absences may be regular or for extended period, 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.
- 51.2.7 In the case of a staff member who is sick, if he or she so chooses, he or she may explore alternative working arrangements with their supervisor.
- 51.2.8 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 prescribed period of time, but for no longer than 12 months; or
 - (ii) where justified, refer the matter to the Unsatisfactory Performance or Misconduct procedures in this Agreement.

52.0 PARENTAL LEAVE

- 52.1 Parental leave includes primary carer leave and partner leave and is granted in relation to the birth of a baby, of which the staff member is a parent, or in relation to the adoption or fostering of a child by the staff member.
- 52.2 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, a request for parental leave or a possible request for such leave essential to address work and family responsibilities.
- 52.3 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.
- 52.4 **Parental Leave Eligibility**
- 52.4.1 Subject to Clause 52.2 a staff member employed on a fixed-term contract of employment will cease to have an entitlement to parental leave upon the expiration of the contract.
- 52.4.2 A staff member, other than a current casual, who has had employment with the University for a period of 12 months or more, immediately prior to the taking of the leave, is eligible for parental leave as defined in this clause.
- 52.4.3 A staff member, other than a current casual, who has had less than 12 months employment with the University immediately prior to the taking of the leave, will be eligible for parental leave without pay for a period of up to 52 weeks.
- 52.4.4 A casual staff member who has worked for 12 months or more with 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.
- 52.5 **Primary Carer Leave Entitlements**
- 52.5.1 A staff member who gives birth, or begins caring for a new child (as defined in Clause 52.7) and is the primary carer, is entitled to the equivalent of 26 weeks parental leave at normal pay.
- 52.5.2 A staff member may take their entitlement for primary carer leave in a block or blocks of any combination of full pay, pro rata pay or leave without pay as long as the maximum period is no greater than 52 weeks.

52.6 Partner Leave Entitlements

- 52.6.1 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.
- 52.6.2 A staff member who is the partner of a primary carer who becomes unable to care for a new born or adopted or fostered child due to incapacity or death, may be granted parental leave entitlement if they become the primary carer of a child. In this instance, each case will be assessed on its merits by the Director, Human Resource Services or nominee.

52.7 Adopting or Fostering a Child

A staff member who adopts or fosters a child is eligible for parental leave in respect of a child, not older than 5 years, provided:

- (i) the child is not the child or step child of the staff member or the staff member's partner; and
- (ii) 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.

52.8 General Parental Leave Conditions

- 52.8.1 A staff member may take other leave, including annual leave, long service leave or leave without pay in addition to parental leave.
- 52.8.2 Periods of parental leave are to be regarded as service for incremental purposes. Paid parental leave will count for the purpose of annual leave accrual. Where 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.
- 52.8.3 Parental leave will only count as service for long service leave purposes where the staff member has completed 10 years service and provided such parental leave without pay does not exceed 6 months. Absence on unpaid parental leave does not break continuity of service.
- 52.8.4 A prospective mother may commence parental leave up to 20 weeks prior to the expected date of birth.
- 52.8.5 If a pregnancy terminates by miscarriage or still birth after 20 weeks of pregnancy have elapsed, or the child dies within 4 weeks of the birth, the staff member will remain entitled to 6 weeks primary carer leave, or paid partner leave.
- 52.8.6 Supervisors and staff members are to make reasonable adjustments to work arrangements.
- 52.8.7 A staff member may apply to the University to change the period of parental leave.

52.9 Risks to Pregnant or Breastfeeding Staff

- 52.9.1 Where a staff member is pregnant or breastfeeding and, in the opinion of a registered medical practitioner it is deemed necessary, the supervisor will arrange for a risk assessment of the workplace and work related activities 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.
- 52.9.2 If adjustment is not feasible or cannot readily be made, the University will consult the staff member on options for 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.

52.10 Return to Work

- 52.10.1 A staff member is entitled to return to the substantive position that they 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.

52.10.2 At least 4 weeks prior to the approved return to work a staff member may request to return on a part time basis and in which case:

- (i) part time work arrangements for a defined period will be approved by the University where reasonable and practicable;
- (ii) the part time work arrangements will be binding on the staff member concerned for the duration of the approved period, unless agreed otherwise; and
- (iii) the staff member may access long service leave to make up the difference between the part time hours involved and the hours of duty in their substantive position.

52.10.3 The University will grant mothers who are breastfeeding two paid half hour breaks per day and comfortable, private facilities for the purpose of breastfeeding or expressing and storing breast milk.

53.0 LEAVE WITHOUT PAY

53.1 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.

54.0 EMERGENCY SERVICES LEAVE

54.1 The University may grant up to 2 days paid leave for a staff member to attend an emergency where they are a member of a recognised voluntary emergency service. The staff member may apply for and will be granted annual leave or leave without pay for any period in excess of the two days paid leave.

54.2 A staff member required to attend an emergency will notify the University as soon as is practicable of the nature of the absence and the estimated duration of the absence.

54.3 Any period of paid leave to attend an emergency will count as service for all purposes.

55.0 JURORS LEAVE

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

55.2 A staff member will be reimbursed by the University an amount equal to the difference between the amount paid 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.

56.0 WITNESS LEAVE

56.1 A staff member required as a witness on behalf of the University or 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.

56.2 In all other cases, a staff member subpoenaed, summoned, or called as a witness will notify the University of their required absence which will be without pay or as a debit to annual leave at the option of the staff member.

57.0 PUBLIC HOLIDAYS

57.1 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.

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

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

58.0 UNIVERSITY HOLIDAYS

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

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

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

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

PART J: CONSULTATION**59.0 REPRESENTATION**

59.1 Staff members are entitled to seek the advice, assistance or representation of their representative at any stage of the processes within this Agreement.

59.2 For the purposes of this Agreement, the term 'representative' will mean:

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

who is not a practising member of the legal profession, such as a barrister or solicitor, who is nominated by a staff member.

59.3 In instances where staff request representation which may not conform to clause 59.2 the University will give consideration to the request.

60.0 CONSULTATION

- 60.1 A General Staff Consultative Committee (GSCC) will be established to meet on a regular basis, or as requested, to consult on matters relating to the application and operation of this Agreement
- 60.2 The GSCC will consist of the following members:
- (i) representatives of general staff who are :
 - (a) 4 elected members of staff covered by this Agreement; and
 - (b) 1 person nominated by each of the Unions party to this Agreement; and
 - (ii) Management representatives being 4 nominees of the University.
- Additional attendees may be invited to a GSCC meeting.
- 60.3 Staff representatives will be allowed reasonable time off during working hours to attend and prepare for meetings in relation to the application and operation of this Agreement. In making such arrangement, staff representatives will discuss the need to leave their work area with their manager before doing so. Access to appropriate facilities, including electronic facilities and notice boards will be provided to elected members of staff to perform responsibilities related to this Agreement.
- 60.4 To facilitate communication with staff, staff members who are representatives on the GSCC may hold meetings of staff on the premises of the University during work breaks or as otherwise agreed by the University.

PART K: REVIEW PROCESSES AND DISPUTE RESOLUTION**61.0 INQUIRY OFFICER**

- 61.1 A staff member may make an application in writing to the appropriate Deputy Vice Chancellor to review a decision in relation to:
- (i) Managing for Performance – Clause 7; or,
 - (ii) Redeployment – Clause 20.2; or
 - (iii) Intellectual Property Rights – Clause 24; or
 - (iv) Leave – Clauses 48 - 56; or
 - (v) Probation – Clause 9.
- 61.2 The University will appoint an Inquiry Officer who:
- (i) is without conflict of interest;
 - (ii) has knowledge and experience of the relevant University policies and processes;
 - (iii) will apply the principles of procedural fairness
 - (iv) will report back in a timeframe determined by the appropriate Deputy Vice-Chancellor.
- 61.3 The Inquiry Officer will determine the procedure for conducting a review 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 that procedural difficulty is fundamental; and
 - (iii) consider any other facts that may have had a bearing on the decision;
- 61.4 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.
- 61.5 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 if they choose their representative, or any other relevant person.

- 61.6 The Inquiry Officer will make a report to the appropriate Deputy Vice-Chancellor. 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 Inquiry Officer's report to the appropriate Deputy Vice-Chancellor.
- 61.7 After considering the report(s), the appropriate Deputy Vice-Chancellor will determine:
- (i) that the decision is upheld; or
 - (ii) that the decision is overturned; or
 - (iii) that 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.

62.0 COMMITTEE OF INQUIRY

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

- (i) Unsatisfactory Performance - Clause 11;

A Committee of Inquiry will also be initiated in accordance with the provisions of Clause 12 Misconduct/Serious Misconduct.

- 62.2 The Committee of Inquiry will be convened as quickly as possible and will comprise:

- (i) a person employed and chosen by the University;
- (ii) an appropriate staff member from a pool of staff members nominated by the elected staff representatives on the General Staff Consultative Committee;
- (iii) an independent Chairperson with relevant experience and no conflict of interest

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

- 62.4 The Committee of Inquiry will:

- (i) provide an opportunity for the staff member to be interviewed and ensure that he/she has adequate opportunity to respond to any review/ report/ allegation/recommendation;
- (ii) take into account such further materials as is believed appropriate to substantiate or otherwise the facts 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 the person specified in Clause 62.4;
- (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 where they choose their representative, have the right to ask questions of interviewees, to make submissions and present and challenge evidence, provided that where the committee determines the staff member, but not their representative, may be excluded from the conduct of the proceedings;
- (ix) if requested by the staff member, keep a tape recording of the proceedings (but not deliberations) which will be available on request.

- 62.5 Hearings of a Committee of Inquiry will be conducted within four weeks of applications being made to it unless the University and the staff member agree otherwise.
- 62.6 The Committee of Inquiry will 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 and any mitigating circumstances relevant to the case and may make recommendations to the appropriate Deputy Vice-Chancellor.
- 62.7 Having considered the Committee of Inquiry report any determination by the appropriate Deputy Vice-Chancellor will be final.
- 63.0 DISPUTE RESOLUTION PROCEDURE**
- 63.1 Where a dispute arises about any matter covered in this Agreement, including the application of this Agreement, the following process will be followed in a timely manner.
- 63.2 An affected staff member and their supervisor will discuss the matter. The staff member and supervisor may choose to be accompanied by a representative.
- 63.3 If the matter is not resolved at this level, either an affected staff member, or where they choose their representative, or the supervisor may refer the issue to the Director of Human Resource Services for investigation and review.
- 63.4 If the staff member or supervisor is not satisfied with the outcome of the Director of Human Resource Services' review the parties to the dispute will discuss the process they wish to apply to resolve the dispute.
- 63.5 If there is no resolution of the dispute the matter may be referred to the Australian Industrial Relations Commission or the Industrial Relations Commission of New South Wales. In dealing with the dispute the Commission may exercise the procedural powers in relation to hearings, witnesses, evidence and submissions which are necessary to make such dealing effective.
- 63.6 The Commission may:
- (i) determine the nature of the dispute, and determine if it is frivolous, vexatious or not relevant to the employment relationship. In this circumstance, the Commission may decide not to proceed with the matter and no further action will be taken.
 - (ii) investigate the matter, including interviewing parties to the dispute, reviewing documents and seeking to facilitate a fair and reasonable conclusion to the dispute, as promptly as possible via mediation and/or conciliation of the matter in dispute. If these options are unsuccessful, the Commission may arbitrate the matter. The staff member and the University may be represented by a party of their choice.
 - (iii) make a recommendation to the parties to the dispute or, if the matter is arbitrated, a determination may be made. The parties to the dispute will consider any recommendation made. Any determination made by the Commission will be binding on the parties, subject to a party to the dispute exercising a right of appeal to the Full Bench, if there is a belief that there has been an error of fact or law.
- 63.7 The initiating party may withdraw the matter at any time in writing.
- 63.8 This dispute resolution procedure does not apply where the matter is being dealt with in accordance with the Inquiry Officer -Clause 61 or Committee of Inquiry - Clause 62 process.
- 63.9 Until the procedures in this clause have been exhausted, work will continue and no industrial action or any other action likely to exacerbate the dispute will be taken by any party to the dispute.

FORMAL ACCEPTANCE OF THE AGREEMENT

On behalf of Community and Public Sector Union

Signed
Date

Witness
Date

On behalf of the Australian Liquor, Hospitality and Miscellaneous Workers Union

Signed
Date

Witness
Date

On behalf of the National Tertiary Education Industry Union

Signed
Date

Witness
Date

On behalf of the University of Newcastle

Signed
Date

Witness
Date

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

Level	Step	Current	1.8%	2%	2%	2%	2%	2%	2%
			1/10/06	1/3/07	1/10/07	1/3/08	1/10/08	1/3/09	1/5/09
HEW 1	01	30,662	31,214	31,838	32,475	33,125	33,787	34,463	35,152
	02	31,474	32,041	32,682	33,335	34,002	34,682	35,376	36,083
	03	32,288	32,869	33,526	34,197	34,881	35,578	36,290	37,016
	04	33,101	33,697	34,371	35,058	35,760	36,475	37,204	37,948
HEW 2	01	33,101	33,697	34,371	35,058	35,760	36,475	37,204	37,948
	02	33,972	34,583	35,275	35,980	36,700	37,434	38,182	38,946
	03	34,843	35,470	36,179	36,903	37,641	38,394	39,162	39,945
HEW 3	01	34,843	35,470	36,179	36,903	37,641	38,394	39,162	39,945
	02	35,898	36,544	37,275	38,020	38,781	39,556	40,348	41,154
	03	36,953	37,618	38,370	39,138	39,921	40,719	41,533	42,364
	04	38,006	38,690	39,464	40,253	41,058	41,879	42,717	43,571
	05	39,061	39,764	40,559	41,370	42,198	43,042	43,903	44,781
	06	40,070	40,791	41,607	42,439	43,288	44,153	45,037	45,937
HEW 4	01	40,070	40,791	41,607	42,439	43,288	44,153	45,037	45,937
	02	41,231	41,973	42,812	43,669	44,542	45,433	46,342	47,268
	03	42,392	43,155	44,018	44,898	45,796	46,712	47,647	48,600
	04	43,553	44,337	45,224	46,128	47,051	47,992	48,952	49,931
HEW 5	01	43,553	44,337	45,224	46,128	47,051	47,992	48,952	49,931
	02	44,960	45,770	46,685	47,619	48,571	49,543	50,534	51,544
	03	46,366	47,200	48,144	49,107	50,089	51,091	52,113	53,155
	04	47,772	48,631	49,604	50,596	51,608	52,640	53,693	54,766
	05	49,177	50,062	51,063	52,085	53,126	54,189	55,272	56,378
	06	50,524	51,434	52,463	53,512	54,582	55,674	56,787	57,923
HEW 6	01	50,524	51,434	52,463	53,512	54,582	55,674	56,787	57,923
	02	52,264	53,205	54,269	55,354	56,462	57,591	58,743	59,917
	03	54,007	54,979	56,079	57,200	58,344	59,511	60,701	61,915
	04	55,750	56,753	57,888	59,046	60,227	61,431	62,660	63,913
HEW 7	01	55,750	56,753	57,888	59,046	60,227	61,431	62,660	63,913
	02	57,491	58,526	59,697	60,890	62,108	63,350	64,617	65,910
	03	59,235	60,302	61,508	62,738	63,993	65,273	66,578	67,910
	04	60,976	62,073	63,314	64,581	65,872	67,190	68,534	69,904
	05	62,718	63,847	65,124	66,426	67,755	69,110	70,492	71,902

Level	Step	Current	1.8%	2%	2%	2%	2%	2%	2%
			1/10/06	1/3/07	1/10/07	1/3/08	1/10/08	1/3/09	1/5/09
HEW 8	01	62,718	63,847	65,124	66,426	67,755	69,110	70,492	71,902
	02	64,181	65,337	66,644	67,977	69,336	70,723	72,137	73,580
	03	66,550	67,748	69,103	70,485	71,895	73,333	74,799	76,295
	04	68,294	69,524	70,914	72,333	73,779	75,255	76,760	78,295
	05	69,687	70,941	72,360	73,807	75,283	76,789	78,325	79,891
	06	71,428	72,713	74,167	75,651	77,164	78,707	80,281	81,887
	07	73,171	74,488	75,978	77,497	79,047	80,628	82,241	83,886
HEW 9	01	73,171	74,488	75,978	77,497	79,047	80,628	82,241	83,886
	02	74,913	76,262	77,787	79,343	80,930	82,548	84,199	85,883
	03	76,655	78,035	79,596	81,188	82,811	84,468	86,157	87,880
	04	78,396	79,807	81,403	83,031	84,692	86,386	88,113	89,876
HEW 10	01	78,396	79,807	81,403	83,031	84,692	86,386	88,113	89,876

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

Step	Current	1.8%	2%	2%	2%	2%	2%	2%
		1/10/06	1/3/07	1/10/07	1/3/08	1/10/08	1/3/09	1/5/09
01	37,830	38,511	39,281	40,067	40,868	41,686	42,519	43,370
02	38,974	39,676	40,470	41,279	42,104	42,947	43,806	44,682
03	40,120	40,842	41,659	42,492	43,342	44,209	45,093	45,995
04	41,263	42,006	42,846	43,703	44,577	45,469	46,378	47,305
05	42,409	43,173	44,036	44,917	45,816	46,732	47,666	48,620
06	43,504	44,287	45,173	46,076	46,998	47,938	48,896	49,874

1.3 Senior Security Officer, HEW 5 (5 day, 38 hour week)

Step	Current	1.8%	2%	2%	2%	2%	2%	2%
		1/10/06	1/3/07	1/10/07	1/3/08	1/10/08	1/3/09	1/5/09
01	47,287	48,138	49,100	50,082	51,084	52,106	53,148	54,211
02	48,814	49,692	50,686	51,700	52,734	53,789	54,864	55,962
03	50,340	51,246	52,271	53,316	54,383	55,470	56,580	57,711
04	51,866	52,800	53,856	54,933	56,031	57,152	58,295	59,461
05	53,392	54,353	55,440	56,549	57,680	58,834	60,010	61,210
06	54,854	55,842	56,959	58,098	59,260	60,445	61,654	62,887

1.4 **Parking Patrol Officer, HEW 3 (5 Day, 38 hour week)**

Step	Current	1.8% 1/10/06	2% 1/3/07	2% 1/10/07	2% 1/3/08	2% 1/10/08	2% 1/3/09	2% 1/5/09
01	37,830	38,511	39,281	40,067	40,868	41,686	42,519	43,370
02	38,974	39,676	40,470	41,279	42,104	42,947	43,806	44,682
03	40,120	40,842	41,659	42,492	43,342	44,209	45,093	45,995
04	41,263	42,006	42,846	43,703	44,577	45,469	46,378	47,306
05	42,409	43,173	44,036	44,917	45,816	46,732	47,666	48,620
06	43,504	44,287	45,173	46,076	46,998	47,938	48,896	49,874

1.5 **Junior Apprentices**

Step	Current	1.8% 1/10/06	2% 1/3/07	2% 1/10/07	2% 1/3/08	2% 1/10/08	2% 1/3/09	2% 1/5/09
Year 1	14,634	14,898	15,196	15,500	15,810	16,126	16,449	16,778
Year 2	19,164	19,509	19,899	20,297	20,703	21,117	21,540	21,970
Year 3	26,133	26,604	27,136	27,679	28,232	28,797	29,373	29,960
Year 4	30,662	31,214	31,838	32,475	33,125	33,787	34,463	35,152

1.6 **Adult Apprentices**

Step	Current	1.8% 1/10/06	2% 1/3/07	2% 1/10/07	2% 1/3/08	2% 1/10/08	2% 1/3/09	2% 1/5/09
Year 1	26,934	27,418	27,967	28,526	29,097	29,678	30,272	30,877
Year 2	28,815	29,334	29,921	30,519	31,129	31,752	32,387	33,035
Year 3	29,895	30,433	31,042	31,662	32,296	32,942	33,600	34,273
Year 4	31,010	31,568	32,199	32,843	33,500	34,170	34,854	35,551

1.7 **Artist's Models**

Step	Current	1.8% 1/10/06	2% 1/3/07	2% 1/10/07	2% 1/3/08	2% 1/10/08	2% 1/3/09	2% 1/5/09
Draped HEW 1, Step 1	30,662	31,214	31,838	32,475	33,125	33,797	34,463	35,152
Undraped HEW 1, Step 2	31,474	32,041	32,682	33,335	34,002	34,682	35,376	36,083

1.8 Exam Supervisors

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

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

(ii) Minimum payment is 2 ¾ hours.

Level		Current	1.8% 1/10/06	2% 1/3/07	2% 1/10/07	2% 1/3/08	2% 1/10/08	2% 1/3/09	2% 1/5/09
	Casual Loading	23.00%	23.00%	23.00%	23.00%	23.00%	23.00%	23.00%	23.00%
1.1	1 candidate	20.65	21.02	21.44	21.87	22.31	22.76	23.21	23.68
1.4	2 to 50	22.29	22.70	23.15	23.61	24.08	24.57	25.06	25.56
3.6	51 to 150	26.99	27.47	28.02	28.58	29.15	29.74	30.33	30.94
4.4	151 to 250	29.33	29.86	30.46	31.07	31.69	32.32	32.97	33.63
5.5	251 – 350	33.12	33.72	34.39	35.08	35.78	36.50	37.23	37.97
6.3	351 – 450	36.37	37.03	37.77	38.52	39.30	40.08	40.88	41.70
7.3	451 or more	39.90	40.61	41.43	42.25	43.10	43.96	44.84	45.74
1.3	Assistant Supervisor	21.75	22.14	22.58	23.03	23.49	23.96	24.44	24.93
3.4	Emanuensis	25.60	26.06	26.58	27.11	27.65	28.21	28.77	29.35
3.4	Supervisor External Exam Centre	25.60	26.06	26.58	27.11	27.65	28.21	28.77	29.35

SCHEDULE 2**ALLOWANCES**

Allowance	Eligibility	Amount Payable
First Aid	Staff who have a current St John Ambulance or equivalent first aid qualification and appointed by the University to be responsible for first aid facilities, injury records and the provision of first aid.	\$10.00 per week
Clothing and Safety Equipment	Eligible staff on making a claim where required to wear uniform/protective clothing provided by the University and where the costs of maintenance, cleaning and replacement are not paid by the University.	Determined by the University
Electricians	Electricians	\$38.00 per week
Plumbers/Gasfitters/Drainers	Plumbers/Gasfitters/Drainers	\$60.00 per week
Trade disability	Chokage	\$12.00 per week
On Call	Paid where a staff member is required to be rostered on call, in accordance with Clause 38.2	\$20.00 per day
Meal Allowance payable to a staff member required to work overtime	2 hours immediately after normal finishing time (unless work ceases prior to 6pm) In excess of 5 hours on a Saturday, Sunday or Public Holiday. Where duty is commenced before 6am when this is at least 1 hour prior to normal starting time.	\$22.00 \$17.00 \$12.00
Security Staff	In excess of 1 hour before of after normal starting or finishing time.	\$17.00

SCHEDULE 3

THE UNIVERSITY OF NEWCASTLE CLASSIFICATION DESCRIPTORS

Definition 1 – Supervision

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

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

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

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

Definition 2 – Qualifications

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

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

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

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

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

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

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

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

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

Definition 3 - Classification dimensions

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

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

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

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

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

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

Higher Education Worker Level 1

Training level or qualifications

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

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

Occupational equivalent

Cleaner, labourer, trainee for level 2 duties.

Level of supervision

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

Task level

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

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

Established procedures exist.

Organisational knowledge

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

Judgement, independence and problem solving

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

Typical activities

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

Higher Education Worker Level 2

Training level or qualifications

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

Occupational equivalent

Clerk, security patrol officer.

Level of supervision

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

Task Level

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

Organisational knowledge

Following training, may provide general information/advice and assistance to members of the public, students and other staff member which is based on a broad knowledge of the staff member's work area/responsibility, including knowledge of the functions carried out and the location and availability of particular personnel and services.

Judgement, independence and problem solving

Solve relatively simple problems with reference to established techniques and practices. Will sometimes choose between a range of straightforward alternatives. An staff member at this level will be expected to perform a combination of various routine tasks where the daily work routine will allow the latitude to rearrange some work sequences, provided the prearranged work priorities are achieved.

Typical activities

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

Higher Education Worker Level 3

Training level or qualifications

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

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

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

Occupational equivalent

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

Level of supervision

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

Task level

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

Organisational knowledge

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

Judgement, independence and problem solving

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

Typical activities

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

In technical assistant positions:

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

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

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

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

Higher Education Worker Level 4

Training level or qualifications

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

- completion of an associate diploma level qualification with relevant work related experience or a certificate level qualification with post-certificate relevant work experience;
- completion of a post-trades certificate or advanced certificate and extensive relevant

experience and on the job training; or
an equivalent combination of relevant experience and/or education/training.

Occupational equivalent

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

Level of supervision

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

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

Task level

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

Organisational knowledge

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

Judgement, independence and problem solving

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

Typical activities

In trades positions:

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

In technical positions:

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

In library technician positions:

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

In clerical/secretarial positions:

- may undertake a full range of word processing functions, including mathematical formulae and symbols, manipulation of text and layout in desktop publishing software and use of a range of word processing packages if required;
- be responsible for providing a full range of secretarial services in a faculty;
- plan and set up spreadsheets or data base applications;
- provide advice to students on enrolment procedures and requirements;
- administer enrolment and course progression records.

Higher Education Worker Level 5

Training level or qualifications

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

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

Occupational equivalent

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

Level of supervision

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

Task level

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

Organisational knowledge

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

Judgement, independence and problem solving

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

Typical activities

In technical positions:

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

In library technician positions, perform at a higher level than Level 4, including:

assist with reader education programs and more complex bibliographic and acquisition services;
operate a discrete unit within a library which may involve significant supervision or be the senior staff member in an outposted service.

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

In professional positions and under professional supervision:

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

Higher Education Worker Level 6

Training level or qualifications

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

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

Occupational equivalent

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

Level of supervision

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

Task level

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

Organisational knowledge

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

Judgement, independence and problem solving

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

Typical activities

In technical positions:

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

In administrative positions:

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

In professional positions:

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

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

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

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

Occupational equivalent

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

Level of supervision

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

Task level

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

Organisational level

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

Judgement, independence and problem solving

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

Typical activities

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

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

Persons employed at Level 8 will typically perform duties at a skill level which assumes and requires knowledge or training equivalent to:
postgraduate qualifications or progress towards postgraduate qualifications and extensive relevant experience; or
extensive experience and management expertise; or
an equivalent combination of relevant experience and/or education/training

Occupational equivalent

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

Level of supervision

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

Task level

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

Organisational knowledge

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

Judgement, independence and problem solving

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

Typical activities

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

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

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

Occupational equivalent

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

Level of supervision

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

Task level

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

Organisational knowledge

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

Judgement, independence and problem solving

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

Typical activities

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

Higher Education Worker Level 10***Training level or qualifications***

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

Occupational equivalent

Senior program, research or administrative manager.

Level of supervision

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

Task level

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

Organisational knowledge

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

Judgement, independence and problem solving

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

Typical activities

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