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## **3. PARTIES BOUND**

- 3.1** This Agreement shall be known as the University of New England General Staff and ELC Teachers Collective Agreement 2009 – 2012. The parties to the Agreement are:
- 3.1.1** the University of New England;
  - 3.1.2** all employees who are employed in the classifications detailed in Schedules 1 and 2 of this Agreement;
  - 3.1.3** all English Language Centre teaching employees, including Language Instructor (LI), Senior Language Instructor (SLI) and Deputy Director of Studies.
- 3.2** This Agreement has been negotiated between the CPSU, the NTEU and the University.

## **4. PERIOD OF OPERATION**

- 4.1** This Agreement will take effect seven days after its approval by Fair Work Australia and shall have a nominal term of three years from that date.
- 4.2** **Renegotiation of Agreement** - The University and the CPSU and NTEU agree that the expeditious negotiation of a replacement agreement is in the interests of the University and employees. To this end the University and CPSU and NTEU will meet no later than 3 months before the expiry of this agreement to negotiate in good faith a replacement agreement. In this period the parties will aim to exchange logs of claim, determine resourcing, and establish a schedule of meetings for the following 3 months.

## **5. RELATIONSHIP WITH OTHER AWARDS AND AGREEMENTS**

- 5.1** This Agreement wholly displaces and operates to the exclusion of all Awards and all other Agreements which would otherwise apply to employees whose employment is regulated by the provisions of this Agreement, except for the National Employment Standards. This agreement rescinds and replaces the *University of New England Workplace Agreement 2006-2008* regarding its application to employees covered by this agreement.
- 5.2** While UNE recognises that the application of this Agreement requires policies and procedures to be followed, nothing in this Agreement will be taken as incorporating as a term of this Agreement, or being subject to any process in this Agreement, any UNE policy, procedure or process referred to in this Agreement.

## **6. NO FURTHER CLAIMS**

- 6.1 During the nominal term of this Agreement there will be no extra claims in relation to matters covered by this Agreement with the exception of clause 29.32.

## **7. DEFINITIONS**

- 7.1 “**Consult**” and “**Consultation**” means that the parties will confer and the views expressed by each party will be taken into account before final decisions are made by management.
- 7.2 “**CPSU**” means the Community and Public Sector Union.
- 7.3 “**Employees**” means the employees referred to in subclauses 3.1.2 and 3.1.3 of this Agreement.
- 7.4 “**English Language Centre (or ELC) teaching employees**” means any person employed principally to teach an English Language Intensive Course for Overseas Students (ELICOS), teach English to Speakers of Other Languages (TESOL) or other non-award English language courses and Deputy Director of Studies or equivalent position, referred to in subclause 3.1.3 of this Agreement.
- 7.5 “**General Staff**” means the employees referred to in subclause 3.1.2 of this Agreement.
- 7.6 “**Head of Cost Centre**” means Head of School, Director, University Librarian, University Secretary & Legal Counsel, or Director of Colleges.
- 7.7 “**Merit selection**” means a formal selection process arising from an advertising process that would ensure the best person is selected for a position. All appointments are to be made on the basis of the merit of the persons eligible for appointment or promotion, having regard to the: nature of the duties of the position; and the abilities, qualifications, experience, standard of work performance of the person that are relevant to the performance of those duties.
- 7.8 “**NTEU**” means the National Tertiary Education Union.
- 7.9 “**Senior Executive Officer**” means the VC, DVC, COO, CDO, or relevant PVC / PVC and Dean.
- 7.10 “**TOIL**” means time off in lieu of overtime.
- 7.11 “**UNE**” and “**University**” mean the University of New England.
- 7.12 “**VC**” means Vice Chancellor and Chief Executive Officer of UNE.
- 7.13 “**Voluntary separation**” means payment for leaving voluntarily outside of a Workplace Change – refer to clause 33 of this Agreement.

## **8. CONSULTATION ARRANGEMENTS**

- 8.1 The University is committed to directly consulting with all employees and the unions in relation to workplace relations, workplace change and human resource matters.

- 8.2** A General & Teaching Staff Consultative Committee (GTCC) will be established to enhance communication and discussion between management and employees about workplace relations, be meaningfully consulted in the development and review of employment related policies, and review the implementation of the provisions of this Agreement. The Committee is not a decision making body, and the VC will determine final approval for all employment policies. No information that may deal with the personal details of employees will be made available to the Committee.
- 8.3** Union representatives who are employees of the University will, on written notification to the University advising of their appointment as union representatives, be allowed reasonable time from usual duties, with pay, to represent employees in relation to this Agreement. Such representation will include reasonable access to University facilities including, but not limited to, telephones, fax machines, e-mail, photocopiers and meeting rooms.
- 8.4** Union representative will mean and refer to a CPSU or NTEU representative nominated by the employee to represent them, if they so choose, and who is not a current practicing solicitor or barrister in private practice.
- 8.5** General & Teaching Staff Consultative Committee (GTCC)
- 2 CPSU nominees
  - 2 NTEU nominees
  - up to 4 Management nominees
- 8.6** Union representatives will be given time release from normal duties for this role and to participate in the GTCC. The committee will meet on a quarterly basis or more often upon the request by any member of the committee.
- 8.7** **Policy Development** - Where the University is considering developing or amending employment related policies (other than administrative changes), where practicable it will give advance notice to the Committee and provide it with an opportunity to review the draft document and seek a timely meeting to discuss the policy if there are significant concerns prior to consultation with the broader University community.

## **9. COMMITMENTS**

- 9.1** The University and its employees are committed to:
- 9.1.1** treating each other in a fair and reasonable manner and being accountable for their responsibilities;
  - 9.1.2** improving the performance, competitiveness and success of the University in order to achieve sustainable growth;
  - 9.1.3.** a culture of mutual respect with consultation, participation, trust, flexibility, collegiality and continuing improvement;
  - 9.1.4** providing an inclusive workplace by preventing and eliminating discrimination, bullying and harassment in the workplace and achieving equal employment opportunity;
  - 9.1.5** enhancing flexibility and streamlining administrative processes;

- 9.1.6** a flexible approach to change that reflects the demands in operational requirements;
- 9.1.7** act in a manner consistent with the protection and promotion of intellectual freedom within the University where employees are able to:
- (a)** express opinions about issues and ideas related to their professional area of expertise and higher education issues; participate in public debates and debates relating to decision-making processes and express unpopular or controversial views, which do not defame, harass, vilify or intimidate;
  - (b)** pursue critical and open academic inquiry;
  - (c)** express their opinions in their private capacity as an individual member of society, not as a University spokesperson unless authorised to do so; and
  - (d)** participate in professional and representative bodies, including Unions, and engage in community service without fear of harassment, intimidation or unfair treatment.
- 9.2** The expression of opinions and views and the participations outlined in this subclause are not to breach confidentiality.
- 9.3** Intellectual freedom carries with it the duty of employees to use the freedom in a reasonable manner consistent with a responsible and honest search for, and dissemination of, knowledge and truth.

## **PART B - EMPLOYMENT**

### **10. REQUIREMENT TO STATE TERMS OF ENGAGEMENT**

- 10.1** Upon employment, the University will provide to the employee a contract of employment, including a position statement (other than for casual employees), that stipulates the type of employment and informs the employee of the terms of engagement. The contract will include:
- 10.1.1** for employees, other than casuals, the classification level and salary of the employee (which will normally be at the first salary point of a classification unless a higher increment can be justified based on previous relevant full-time equivalent continuing or fixed-term employment), and the hours or the fraction of full-time hours to be worked;
  - 10.1.2** for a fixed-term employee, the term of the employment;
  - 10.1.3** for casual employees, 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 will be paid for;
  - 10.1.4** for any employee subject to probationary employment, the length and terms of the probation;
  - 10.1.5** other main conditions of employment including the duties and reporting relationships to apply on appointment.

## **11. TYPES OF EMPLOYMENT**

### **11.1 Engagement of Employees**

**11.1.1** The University shall engage a person as an employee on terms that correspond with one or other of continuing, fixed term, casual or casual student employee basis in accordance with this clause.

**11.1.2** Nothing in this Agreement prevents an employee engaging in additional work as a casual employee in work unrelated to, or identifiably separate from, the employee's normal duties and hours of work. Provided that, the payment of overtime under clause 47, Ten Hour Breaks, does not apply to such additional casual work. The provisions of this Agreement to not work excessive hours should also be considered by employees and supervisors if engaging in additional casual work.

**11.2 Continuing employment** - "Continuing Employment" means all employment other than "fixed-term" or "casual". Continuing Employment may be full-time or part-time.

**11.3 Part-time employment** - "Part-time employment" means employment for less than the normal weekly ordinary hours specified for a full-time employee, for which all entitlements are paid on a pro-rata basis calculated by reference to the time worked.

**11.4 Fixed-term employment** - "Fixed-term employment" may be full-time or part-time, and means employment for a specified term or ascertainable period, for which the instrument of engagement will specify the starting and finishing dates of that employment, (or in lieu of a finishing date, will specify the circumstance(s) or contingency relating to a specific task or project, upon the occurrence of which the term of the employment shall expire), and for which, during the term of employment, the contract is not terminable, by the University, other than during a probationary period, or for cause based upon serious or willful misconduct.

The use of "fixed-term employment" shall be limited to the employment of an employee engaged on work activity that comes within the description of one or more of the following circumstances:

**11.4.1** Specific task or project - "Specific task or project" shall mean a definable work activity which has a starting time and which is expected to be completed within an anticipated timeframe. Without limiting the generality of that circumstance, it shall also include a period of employment provided for from identifiable funding external to the University, not being funding that is part of an operating grant from government or funding comprised of payments of fees made by or on behalf of students.

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

**11.4.3** Replacement Employee - "Replacement Employee" means an employee:

- undertaking work activity replacing a full-time or part-time employee for a definable period for which the latter is either on authorised leave of absence or is temporarily seconded away from his/her usual work area; or

- performing the duties of:
  - a vacant position for which the University has made a definite decision to fill and has commenced recruitment action; or
  - a position the normal occupant of which is performing higher duties pending the outcome of recruitment action initiated by the University and in progress for that vacant higher duties position

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

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

**11.4.5** Pre-retirement contract - Where a full-time or a part-time employee declares that it is his or her intention to retire, a fixed term contract expiring on or around the relevant retirement date may be mutually agreed as the appropriate type of employment for a period of up to five years.

**11.4.6** Fixed-term contract employment subsidiary to studentship - Where a person is enrolled as a student, employment under a fixed-term contract may be adopted as the appropriate type of employment for work activity, not within the description of another circumstance in the preceding paragraphs of this sub clause, that is work within the student’s academic unit or an associated research unit of that academic unit and is work generally related to a degree course that the student is undertaking within the academic unit, provided that:

- such fixed-term contract employment shall be for a period that does not extend beyond, or that expires at the end of, the academic year in which the person ceases to be a student, including any period that the person is not enrolled as a student but is still completing postgraduate work or is awaiting results; and
- that an offer of fixed-term employment under this paragraph shall not be made on the condition that the person offered the employment undertake the studentship.

**11.4.7** Apprenticeship or Traineeship - An apprentice or trainee employed pursuant to an apprenticeship or traineeship approved by the relevant State or Territory training authority.

**11.5 Casual Employment** - "Casual employment" shall mean a person engaged by the hour and paid on an hourly basis that includes a loading related to benefits for which a casual employee is not eligible.

**11.6 Casual Student Employment** - “Casual Student Employment” is a separate category of general staff employment. The hours a casual student employee works are subject to availability, relevant to their study timetables requirements. Casual

student employees will be paid an all-inclusive rate as set out in Schedule 2, regardless of days worked.

## **12. ENTITLEMENTS RELATED TO FIXED TERM EMPLOYMENT**

**12.1** Without derogating from any entitlement under the employee's contract of employment, a fixed term contract employee is entitled to the provisions below. An employee must not be engaged and reengaged nor have his/her hours reduced for the principal reason of avoiding any obligation under this clause. This does not include breaks for genuine operational reasons or where an employee's services are not required for a period. For the purpose of severance entitlements, a break of up to 6 weeks will count as continuous service.

### **12.2 Notice of Cessation or Renewal of Employment upon Expiry of Contract.**

The University will advise, and the supervisor will discuss with, fixed-term employees about the impending termination or renewal of their contract, and this will normally be no later than 4 weeks before the end of their contract.

### **12.3 Further Employment**

The provisions of this subclause will apply except for exceptional circumstances that are justifiable. Where the University has decided to continue the position with the same or similar duties and at the same classification level, the incumbent will be given further employment in the position provided the incumbent was employed in the relevant position through a merit selection process and has performed satisfactorily in that position. Where an employee refuses the offer of further employment, there will be no entitlement to severance pay.

### **12.4 Conversion to Continuing Employment**

The provisions of this subclause will apply except for exceptional circumstances that are justifiable. A fixed term employee will be offered conversion to continuing employment in their position provided the following criteria are met:

- 12.4.1** the employee has performed satisfactorily in that position; and
- 12.4.2** the employee was previously subject to merit selection for an advertised position; and
- 12.4.3** there is available funding for that position; and
- 12.4.4** there has been a decision that the position or substantially similar position at the same classification level will be a continuing position or the nature of the position can be established as ongoing in nature.

### **12.5 Severance Pay**

Where a fixed term employee seeks to continue their employment, but whose contract of employment is not renewed in the following circumstances:

- 12.5.1** the employee 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
- 12.5.2** the employee is employed on a fixed term contract and the duties of the kind performed in relation to work continue to be required but another person has



been appointed, or is to be appointed, to the same or substantially similar duties

the employee will be entitled to a severance payment as follows:

<b>Type of Contract</b> <i>(as defined in clause 11.4 )</i>	<b>Period of continuous service</b>	<b>Severance Pay</b>
Replacement Employee Pre-retirement Student Professional Practice	No Entitlement to Severance	Nil
Specific Task / Project Research	Up to the completion of 2 yrs 2 years and up to the completion of 3 years 3 years and up to the completion of 4 years 4 years and over	4 weeks' pay 6 weeks' pay 7 weeks' pay 8 weeks' pay
All other contracts	Up to the completion of 2 yrs 2 years and up to the completion of 3 years 3 years and up to the completion of 4 years 4 years and up to the completion of 5 years 5 years and up to the completion of 6 years 6 years and up to the completion of 7 years 7 years and up to the completion of 8 years 8 years and up to the completion of 9 years 9 years and up to the completion of 10 years 10 years and over* <i>*(reduction as a result of LSL entitlement)</i>	4 weeks' pay 6 weeks' pay 7 weeks' pay 8 weeks' pay 11 weeks' pay 12 weeks' pay 14 weeks' pay 15 weeks' pay 17 weeks' pay 12 weeks' pay
<b>ELC EMPLOYEES</b>		
All contracts - excluding replacement employee, Pre-retirement, Student and Professional Practice	Up to the completion of 2 yrs	4 weeks' pay
	2 years and up to the completion of 3 years	6 weeks' pay
	3 years and up to the completion of 4 years	7 weeks' pay
	4 years and over	8 weeks' pay

**12.6** Where UNE advises an employee in writing that further employment may be offered within six 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 four weeks from the expiry of the period of fixed term employment.

### **13. INDIGENOUS EMPLOYMENT**

**13.1** The University aims to encourage, foster and increase Indigenous employment at all levels and areas of the University.

**13.2** In addressing Indigenous employment at UNE and in so far as it affects the employment relationship, the University will:

**13.2.1** recognise Aboriginal and Torres Strait Islander cultural practices and identity;

- 13.2.2** outline the University's commitment to developing policies and procedures aimed at eliminating racism in the workplace, and making the institution culturally responsive and responsible;
  - 13.2.3** provide employee development, training and mentoring of Indigenous employees;
  - 13.2.4** make provision for the identification of classifications, levels and numbers of positions occupied by Aboriginal & Torres Strait Islander employees as compared to positions occupied by non-Aboriginal & Torres Strait Islander persons. These will be reviewed annually, in order to assess progress and develop further measures to give effect to the Indigenous employment strategy;
  - 13.2.5** appoint an Aboriginal and Torres Strait Islander Employment Officer within the University with responsibility for Indigenous employment matters;
  - 13.2.6** the Indigenous Access and Participation Committee will be re-established and comprise: Vice Chancellor (Chair), PVC (Academic), PVC (Research), Director, Oorala Centre, Aboriginal and Torres Strait Islander Employment Officer, 3 Indigenous Community Members and representatives of: Student Centre (1), Employment Equity & Diversity (1), Indigenous Student Representatives (2), UNE Partnerships (1), with other members co-opted according to need for expertise. The Committee will set targets for the employment of Indigenous employees;
  - 13.2.7** provide for training on the implementation of employment strategies and cultural diversity programs for managers and employees;
  - 13.2.8** focus on maintaining effective links with relevant Aboriginal and Torres Strait Islander communities and agencies;
  - 13.2.9** Where practicable, the recruitment panels for new and existing positions within the Oorala Aboriginal Centre and for Identified Indigenous positions across the University will comprise at least 50% Aboriginal & Torres Strait Islander membership (including the Aboriginal and Torres Strait Islander Employment Officer). Such panels shall otherwise be constituted in accordance with established processes.
- 13.3 Indigenous Language Allowance** - An employee who is required to substantially use an indigenous language in the course of their employment (with a recognised proficiency in any one of the Aboriginal or Torres Strait languages) will be paid an allowance as set out in Schedule 4A.

#### **14. PRIMARY PLACE OF EMPLOYMENT**

- 14.1** Normally, the primary place of employment will be the Armidale campus of the University of New England, Armidale, New South Wales, unless otherwise determined by the University in order to meet the operational requirements of the University. Employees will attend their primary place of employment as reasonably required by their supervisor to carry out their duties.
- 14.2** Where the University requires an employee to change their current primary place of employment, this change will be determined through consultation and agreement

between the University and the employee and will be recorded in writing on the employee's personal staff file.

- 14.3** Where an existing employee is required by UNE to change their current primary place of employment (e.g. if this is in Armidale, then to a location outside of Armidale), or voluntarily applies for and is appointed to a position, which entails a change to their current primary place of employment outside of Armidale, the University will pay reasonable costs in accordance with the Travel and Removal Assistance Policy.

The Policy provisions relating to reducing assistance pro-rata for fractional or fixed term appointments, or requiring repayment for resignation under two years, do not apply in instances where UNE requires an existing employee to change their primary place of employment.

## **15. FLEXIBLE AND FAMILY WORKING ARRANGEMENTS**

- 15.1** The University is committed to "family friendly" and "work/life balance" work strategies to assist employees trying to balance work and family/life responsibilities. Flexible working arrangements may be entered into in order to accommodate the work requirements of the University and family and work life commitments of employees where there is mutual consent. Supervisors will reasonably consider requests for these arrangements in line with this commitment.

- 15.2** Short term flexible arrangements normally for periods of less than three (3) months, may include:

**15.2.1** Flexible start and finish times for a defined period;

**15.2.2** Short breaks of an hour or two to resolve personal or crisis situations or to attend appointments off campus;

**15.2.3** Leave scheduled to accommodate family, carer or other commitments;

**15.2.4** Reduced hours for short, defined periods to enable family, carer or other commitments to be managed;

**15.2.5** Planned work programs to avoid unplanned roster changes or the need to work late.

- 15.3** Longer term flexible working arrangements, where authorised, include provisions such as:

**15.3.1** flexible hours;

**15.3.2** fractional/part-time employment;

**15.3.3** special arrangements (including leave), e.g. for non-custodial parents and for those with elder care responsibilities;

**15.3.4** return to work following Parental Leave;

**15.3.5** addressing the specific needs of nursing mothers and new parents;

**15.3.6** balancing work and life.

- 15.4** Employees wishing to terminate flexible work arrangements prior to the intended end of the arrangement will be accommodated to the extent possible, given other arrangements which may have already been entered into in the workplace.

## **PART C – SALARY AND RELATED MATTERS**

### **16. SALARIES**

- 16.1** The salary and casual rates are set out in Schedules 1 to 3 of this Agreement. Part time and fractional employees will receive salary entitlements on a pro-rata basis.
- 16.2** The following salary increases will apply, with each rate compounding onto the previous salary:
- 16.2.1** 2% from the first full pay period to commence on or after 1 April, 2009
  - 16.2.2** 2% from the first full pay period to commence on or after 1 September, 2009
  - 16.2.3** 4% from the first full pay period to commence on or after 30 June, 2010
  - 16.2.4** 4% from the first full pay period to commence on or after 30 June, 2011
  - 16.2.5** 4% from the first full pay period to commence on or after 30 June, 2012
- 16.3** Employees will be paid fortnightly, in arrears, by electronic funds transfer into a bank, credit union or other financial institution account nominated by the employee and acceptable to the University.
- 16.4** Apprentices will be paid rates in accordance with the following percentages of the salary prescribed for the first step of HEO Level 3: 1<sup>st</sup> year – 45%, 2<sup>nd</sup> year – 60%, 3<sup>rd</sup> year – 75% and 4<sup>th</sup> year – 90%.
- 16.5** Annual Leave Loading - Salaries are inclusive of the roll-up of annual leave loading.

### **17. SUPERANNUATION**

- 17.1** Except as provided in clause 17.5, the University will continue to provide 17% employer contributions to the Defined Benefit Plan/Accumulation Super 2 Plan (howsoever called) administered by UniSuper, for new and existing employees in accordance with current eligibility criteria.
- 17.2** Fixed-term, including continuing contingent contracts for ELC Teachers, and fractional-time employees employed on a contract of greater than 12 months, or who have been employed for a continuous period of more than two years, will also receive the 17% employer contribution.
- 17.3** For Superannuation Guarantee Contribution members only, a 9% employer contribution will be paid to the UniSuper Accumulation Super 1 account.
- 17.4** All casual employees will have a minimum of an equivalent of 3% of their salary paid to the UniSuper Accumulation Super 1 account.
- 17.5** Should any amendment to the Unisuper Trust Deed make it possible for employer contributions to be varied, the University will allow such flexibility at the employee's request. Any reduction in the employer superannuation contribution will be paid as salary.
- 17.6** Employees who are currently contributory members of the SSS (State Superannuation Scheme) or SASS (State Authorities Superannuation Scheme) will continue to be entitled to the legislative provisions covering those Schemes.

## **18. SALARY PACKAGING**

- 18.1** Employees may elect packaging of salary for motor vehicles, superannuation, child care at Yarm Gwanga and other items that may be approved in accordance with University policy from time to time. See also Clause 70 'Flexibility' of this Agreement.

## **19. OTHER ALLOWANCES**

- 19.1** The provisions of Schedule 4 will apply.

## **20. ACCIDENT MAKE-UP PAY**

- 20.1** An employee will be entitled to leave on full pay less any amount of weekly Workers Compensation paid to the employee during the incapacity of an employee until the incapacity ceases, or until the expiration of an aggregate 26 weeks; whichever may first occur.
- 20.2** Paid leave will be exclusive of any sick leave entitlement due and owing to the employee.
- 20.3** If an employee receives monies in settlement of or pursuant to a judgment for a civil claim to damages in connection with the incapacity, the employee will repay any payments made under this clause.

## **21. POSITION CLASSIFICATION**

- 21.1** All General Staff positions will have a position statement approved by the Head of Cost Centre. A position statement must include the position dimensions, objective, duties, qualifications and selection criteria and to whom the position holder reports. Any changes to the position statement will be the subject of consultation with the employee.
- 21.2** All general staff positions (HEO 1-10) will be classified in accordance with the UNE Enhanced Descriptors (General Staff) as set out in Schedule 8 and the University's Classification Policy (General Staff positions).
- 21.3** The classification process does not provide for assessment, promotion or reward of an incumbent and is not a mechanism for addressing workload or performance issues.
- 21.4** Where a position statement has not been reviewed, in accordance with this clause, in the previous twelve months, and changes in the nature of the position have been identified (normally but not exclusively through the Performance Planning and Review process), an employee may apply through their supervisor to have the HEO level of their position statement reviewed in order to establish the appropriate HEO level and remuneration of that position. The supervisor may not unreasonably prevent the request from proceeding to the Classification section.
- 21.5** Where there is an incumbent in a position, they will not be disadvantaged if the position is reclassified to a lower level. The incumbent will retain their existing classification level, access to increments and general pay rises for the duration of their occupancy of that position.

- 21.6** Where there is an incumbent in a position they will not be disadvantaged if the position is reclassified to a higher level. The incumbent will retain the position and the new salary level will operate from the date the position statement was recorded as received by the Classification Officer.
- 21.7** The Classifications Officer will be available to consult with employees where the duties of their substantive position are under review.
- 21.8** If an employee disagrees with the outcome of the classification process he/she may lodge a dispute in accordance with clause 62 in relation to procedural aspects of the classification process.

## **PART D - LEAVE**

### **22. LEAVE MANAGEMENT**

- 22.1** Absences from duty i.e. leave, must be covered by a leave application that has been approved by the supervisor, and where necessary with appropriate supporting evidence, and the leave application must be submitted in accordance with relevant University provisions or policies.
- 22.2** To avoid ambiguity, the approval of the supervisor must be sought in advance for the taking of leave, such as annual leave, long service leave, parental leave, and leave without pay.
- 22.3** To further avoid ambiguity, a leave application cannot be avoided by an explanation that the employee will be doing some work while on leave. For example, a week of annual leave cannot be reduced to nil because some work will be done during that week.
- 22.4** A recurring failure to seek approval for leave in accordance with this clause or a recurring failure to submit leave applications may be considered to be unsatisfactory performance.

### **23. PUBLIC HOLIDAYS**

- 23.1** Employees (other than casual employees) who are not required for duty will be allowed to observe the following days as holidays without loss of pay: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day and any other day/s gazetted in New South Wales (excluding gazetted local holidays, for example Armidale Cup Day), in addition to or substitution of any of the above.
- 23.2** An employee who without reasonable excuse fails to attend for work on the working day before and/or after a holiday will not be entitled to be paid for such holiday.
- 23.3** Where time off in lieu of a public holiday applies, such time should be agreed in advance, to be taken at a mutually agreed time between the employee and the supervisor/ manager.

## **24. CHRISTMAS BREAK**

- 24.1** Employees (other than casual employees) will be entitled to leave on full pay between and including the period of Christmas Day and New Year's Day in recognition of the University's annual shut-down and gazetted local public holidays.
- 24.2** Should an employee be required to work during such Christmas break they will accrue time off equivalent to the quantum of time worked. Such time off should normally be taken within four (4) weeks of the Christmas break at a time mutually agreed between the employee and their Supervisor/Manager.
- 24.3** Any day which falls during the Christmas break and is gazetted as a public holiday will form part of the Christmas break.

## **25. UNIVERSITY SHUTDOWN**

- 25.1** A shutdown of all or some of the University's resources may be required at any time as determined by the University. Such shutdown periods will occur without loss of ordinary pay.

## **26. ANNUAL LEAVE**

- 26.1** An employee, other than a casual employee, will be entitled to 175 hours (210 hours for shift workers) annual leave on full pay for each completed year of service, or on a pro rata basis for any period of service which is less than one completed year.
- 26.2** Part-time employees will be eligible for annual leave on a pro-rata basis. Casual employees are not entitled to annual leave.
- 26.3** Employees are required to submit a leave application to their supervisor in advance of the leave being taken. Annual leave must not be taken unless prior approval is obtained from the relevant supervisor.
- 26.4** Annual leave may not be taken in advance of the entitlement accruing.
- 26.5** Annual leave accrues on a daily basis.
- 26.6** Normally, the employee's last day of duties is their termination date. Any leave entitlements will be paid out upon termination of employment. Annual leave may be taken immediately prior to resignation or retirement but will not alter an agreed termination date.
- 26.7** An employee may accumulate a maximum of 50 days annual leave, unless otherwise planned and mutually agreed between the employee and supervisor.
- 26.8** The supervisor will ensure that employees are able to take their annual leave entitlement for each year.
- 26.9** If an employee has accrued, without the supervisor's agreement, an annual leave credit of more than 50 days the University may direct the employee in writing to take up to one quarter of his or her accumulated annual leave credit. An employee may nominate a suitable time to take such annual leave within three months of being directed to take such annual leave. Such a nomination will not be unreasonably refused by the supervisor.

- 26.10** If an employee, who is eligible for sick leave, produces a satisfactory medical certificate to the effect that he/she has been incapacitated for a period of one week or more while on annual leave, the University will re-credit the employee with an equivalent period of annual leave. No such re-credit will be granted to an employee on annual leave immediately prior to retirement, resignation or termination of services.
- 26.11** Where an employee is granted and takes long service leave or parental leave on half pay, annual leave entitlement will accrue at half the normal rate during the period of leave.
- 26.12** Where an employee is granted and takes leave without pay, no annual leave entitlement will accrue during the period of leave without pay. However leave without pay will not break continuity of service.

## **27. LONG SERVICE LEAVE**

### **Eligibility**

- 27.1** An employee who has completed ten years' service at the University (whether continuous or broken periods) will be entitled to long service leave. Fractional or part time employees will receive entitlements on a pro rata basis.
- 27.2** Service as a full time continuing or fixed-term employee accrues an entitlement to sixty five (65) paid working days long service leave after 10 years. Service up to fifteen years will accrue long service leave at the rate of 6.5 paid working days per annum. After fifteen years of service, long service leave will accrue at the rate of 10.8705 paid working days for each additional year of service.
- 27.3** Service as a casual employee after 9 May 1985 accrues an entitlement to forty three (43) paid working days long service leave after 10 years. Casual service in excess of 10 years will accrue long service leave at the rate of 4.3 working days per annum. Casual employees, whose service is less than full time, will receive entitlements on a pro rata basis.
- 27.4** Public holidays occurring during a long service leave period will be regarded as part of the long service leave.
- 27.5** Where an employee (other than a casual employee) with not less than five (5) completed years of service dies, resigns as a result of pressing domestic or personal necessity, or whose employment is terminated by the employer for reasons other than unsatisfactory performance or serious misconduct, the University will pay to the employee or the employee's personal representative a proportionate amount on the basis of sixty five (65) days for 10 years service.
- 27.6** Where an employee with ten (10) completed years of service resigns or whose employment is terminated, the employee will be entitled to be paid the monetary value of the leave.

### **Time of taking long service leave**

- 27.7** Subject to clause 27.9, an employee who has qualified for long service leave may be entitled to take long service leave at a time of his or her choosing, provided that the



employee requests such leave in writing at least six (6) months in advance, or in the absence of such notice, the PVC Dean/Head of Cost Centre consents.

- 27.8** The University and an employee may agree that the employee may take long service leave at half pay and the period of long service leave is therefore doubled.
- 27.9** Where an employee has accumulated a long service leave entitlement in excess of 4.5 months, the PVC Dean/Head of Cost Centre may give the employee written notice to take up to 3 months of such leave, at a time convenient to the needs of the University, provided that:
- 27.9.1** the employee is given written notice of at least twelve (12) months of the date on which leave must commence;
  - 27.9.2** the employee is not required to take long service leave within twenty four (24) months of written notice of their retirement;
  - 27.9.3** the minimum period of leave the University can require an employee to take will be six (6) weeks;
  - 27.9.4** in any case where an employee has taken leave pursuant to this sub clause the PVC Dean/Head of Cost Centre will not require the employee to take a further period of long service leave for a period of two (2) years after the end of that period of leave.

### **Recognition of Prior University Service**

- 27.10** Prior continuous service with other Australian universities will be counted as service for the purposes of calculating long service leave entitlements provided that:
- 27.10.1** only service from 1 January 1969 will be taken into account for eligibility purposes;
  - 27.10.2** the employee, within six months following their commencement at UNE, provides appropriate evidence to UNE's Human Resource Services Directorate of prior service. This requirement will be specified in their letter of offer;
  - 27.10.3** except as provided in clause 27.13 such prior service will not accrue a long service leave entitlement but will be included as qualifying service for determining when the employee is eligible to take long service leave and at what rate the long service leave will accrue;
  - 27.10.4** there is not more than two months between the cessation of employment with a releasing university and the commencement of employment with UNE. In this case service will be deemed to have been continuous but any break in employment will not count as service for accrual or service purposes;
  - 27.10.5** unless agreed otherwise with the relevant Senior Executive officer, the employee will be required to serve at least five years with UNE before being permitted to take accrued long service leave or be paid in lieu, if applicable, on termination of employment; and
  - 27.10.6** the only prior continuous service in other Australian universities recognised by UNE will be that which has been recognised by the releasing institution. Prior service with organisations other than Australian universities will not be recognised even if it has been recognised by the releasing institution.

- 27.11** Subject to the above clauses, prior service in the former Armidale College of Advanced Education will be taken into account when calculating an employee's service eligibility for long service leave provided that there has not been a break in continuous employment of more than two (2) months;
- 27.12** Upon termination of employment of an employee, UNE will either pay out any long service leave entitlements owing at termination or if the employee so wishes, pay the equivalent of any accrued long service leave directly to the receiving university, provided that the receiving university agrees and will recognise the accrued long service leave.
- 27.13** Where a person is employed, whose previous Australian university employer will transfer to UNE the monetary equivalent of their accrued long service leave, UNE will recognise the previous service and the accrued long service leave with that employer for future long service leave entitlements with UNE. In such cases, clause 27.10.5 above will not apply.

Where such recognition is given, UNE may require a commitment, at the time of employment, about when the accrued leave will be taken.

## **28. SICK LEAVE**

### **Benefits Provided**

- 28.1** Sick leave is a benefit available for the purpose of recovering from personal illness, injury or incapacity (not arising out of or in the course of employment). It is the responsibility of employees to access sick leave for this purpose only, and it is the responsibility of the University to manage sick leave absences.

Employees who are injured at work or on the way to or from work and submit a workers' compensation claim may be paid from their sick leave entitlements pending the determination of the claim. This is subject to the provisions of the employee submitting an acceptable medical certificate and also that there are no known reasons to doubt the genuineness of the claim. Where the claim has been subsequently approved by the insurers, then the employee's sick leave record will be adjusted.

- 28.2** Employees will be able to access paid sick leave with no cap on the number of sick days able to be accessed, unless otherwise provided for in this clause.
- 28.3** Employees who have completed three (3) months of service and satisfy the University that they are unable to perform their duties by reason of personal illness, injury or incapacity will be able to access sick leave with pay, as set out in this clause, sufficient to permit them to recover from their personal illness, injury or incapacity.
- 28.4** Employees who have less than three (3) months of service will be able to access up to three days paid sick leave. Additional sick leave within that period will be **sick** leave without pay, and will not count as service for any purposes. Alternatively, an employee may apply to use any accumulated annual leave or accumulated TOIL instead of leave without pay.
- 28.5** Paid sick leave is not granted to casual employees including student casual employees.

- 28.6** Where a public holiday, which would otherwise be a working day, falls during a period of sick leave, the absence on the public holiday will be treated as sick leave.

#### **Notification of absence**

- 28.7** An employee unable to attend work due to illness will inform the supervisor or other senior person as soon as is practicable, stating the estimated duration of the absence.
- 28.8** If leaving work due to illness, an employee will normally make appropriate notification before doing so, unless there are extenuating circumstances rendering this impossible.
- 28.9** It is the responsibility of the Head of Cost Centre and an employee's supervisor to monitor sick leave absences. It is the joint responsibility of the supervisor and of the employee involved to provide required documentation and advise absences to Human Resource Services.

#### **Approval of sick leave**

- 28.10** The authorised supervisor is responsible for assessing applications for sick leave, including any sick leave without pay in the first three months of employment, and for ensuring approvals are provided based on compliance by the employee with the requirements in this clause.

#### **Health certificates**

- 28.11** For any day of sick leave, which forms part of a period of absence in excess of three (3) consecutive days, an employee will be required to furnish a health certificate to the University. In the absence of such proof, the period of absence from duty will be without pay or, at the request of the employee, will be deducted from his or her annual leave credits. See also subclauses 28.22 and 28.23.

Provided that, where an employee suffers from a chronic or serious medical condition resulting in regular absences or a prolonged period of absence, regular health certificates stating the nature of the medical condition, the anticipated pattern or duration of absences and any special requirements should be provided commencing as early as possible from the beginning of the medical condition. Should the medical condition change during the period covered by such certificates, it is incumbent on the employee to advise the University immediately.

- 28.12** Health certificates will be accepted from the following registered health practitioners: medical practitioner, chiropractor, osteopath, optometrist, physiotherapist, psychologist, registered midwife or dentist.
- 28.13** The University will accept certificates which comply with the principles established by the New South Wales Medical Board to ensure quality, accuracy and truthfulness in health certificates, in particular:
- 28.13.1** the certificate should be dated with the date upon which it was written and back dating or post dating is unacceptable, provided that the health practitioner may include reference to the period that the illness would have incapacitated the employee;

- 28.13.2** the certificate must clearly indicate whether it is based upon the health practitioner's own observations of symptoms and degree of incapacity during the examination or upon information provided by the patient which the doctor deems to be true;
  - 28.13.3** confidentiality is the patient's right and details may not be included without her/his consent. (However the University is not bound to accept a certificate with inadequate detail, so the employee should be aware of the amount of detail likely to be required to satisfy the University). Where an employee is concerned about declaring details of their illness to their supervisor, they may elect to confidentially disclose details to a designated University Officer who can authorise sick leave - see subclause 28.15.3 for more information;
  - 28.13.4** estimates of days off work required must be based on careful clinical assessment;
  - 28.13.5** the certificate may indicate whether altered duties are required for effective return to work.
- 28.14** The nature of the illness is required on health certificates to ensure that:
- 28.14.1** an assessment can be made at any stage where there appears to be a pattern of illness/attendance which needs to be addressed;
  - 28.14.2** an assessment can be made at an early stage as to whether there is a potential work-related illness;
  - 28.14.3** a determination can be made whether follow-up or support services are required on the employee's return to work;
  - 28.14.4** treatment and/or rehabilitation is provided in a timely manner;
  - 28.14.5** the University has time to modify the work area, if necessary, before the employee's return to work.
- 28.15** Where the nature of the illness is withheld at an employee's request, the employee should be aware that the information provided may not meet the University's requirements for paid sick leave. In such cases:
- 28.15.1** Employees may inform their supervisors confidentially about the nature of the illness.
  - 28.15.2** Where supervisors are satisfied that the illness complies with the University's guidelines, they will so notate on the leave form and attach to the health certificate, which will then be forwarded to Human Resource Services.
  - 28.15.3** Further to 28.13.3, the employee or supervisor can seek advice from and confidentially disclose details to the Director HR, the Manager Equity & Diversity or the Return to Work Coordinator as appropriate, who may also certify as appropriate on the health certificate.
  - 28.15.4** Where an employee chooses to withhold the nature of their illness and their supervisor or the designated University officer in subclause 28.15.3 is not

satisfied that the illness complies with the University's guidelines, clause 28.18 below applies.

- 28.16** A health certificate from a registered medical practitioner may be required for sick leave absences provided that the employee is given notice of the requirement. This may include situations where an employee is receiving ongoing treatments by a non-medical practitioner, or where a supervisor has concerns regarding a pattern of short term illnesses as provided for in this clause.
- 28.17** Employees must not return to work if they have a health certificate declaring they are unfit for work for that period. A clearance certificate should be obtained if recovery is earlier than expected.
- 28.18** Where the University believes the certificate provided does not comply with this clause, the employee will be referred to this clause and given a copy of the University's Sick Leave policy and be advised of the specific concern with the certificate and will be given an opportunity, and a time-frame, to obtain an amended certificate from their registered health professional. Where a complying health certificate is not provided by the employee in the time frame, the absence will be treated as leave without pay.

#### **Management of sick leave**

- 28.19** The University will manage sick leave in a fair and equitable way, which takes account of the circumstances and results of individual absences, and which treats all information received regarding an illness as strictly confidential. The University will manage sick leave to ensure that it is being accessed for the purpose of recovering from personal illness, injury or incapacity.
- 28.20** Return to work will be encouraged by the supervisor, within the limits of medical advice from the relevant registered health practitioner or Return To Work Co-ordinator.
- 28.21** Measures which may be appropriate to assist return to work include mutual agreement to temporary or permanent:
- 28.21.1** reduction in hours of work;
  - 28.21.2** changes to duties or position;
  - 28.21.3** retraining;
  - 28.21.4** support for rehabilitation;
  - 28.21.5** ergonomic or other aids or equipment;
  - 28.21.6** a formal return to work or rehabilitation programme;
  - 28.21.7** other reasonable accommodations for disability, incapacity, or illness.
- 28.22** The University reserves the right to refuse, withdraw or amend paid sick leave benefits accorded to an employee, where the employee:
- 28.22.1** does not maintain a reasonable level of contact with the University (provided that, in appropriate circumstances and when approved by the University, such contact may be maintained indirectly through a nominated contact person);

- 28.22.2** does not reciprocate contact offered by the University within 24 hours or, in appropriate circumstances, within a timeframe to the satisfaction of the University;
  - 28.22.3** does not ensure sufficient and current contact details have been supplied to the University at all times, to the satisfaction of the University;
  - 28.22.4** does not comply with deadlines set for the receipt of health certificates, or where there is no current or satisfactory certification for leave;
  - 28.22.5** subject to privacy legislation, does not authorise the University to be provided with any information and documents relevant to that employee's physical or mental health which are available from a medical practitioner or another source;
  - 28.22.6** will not participate in a return to work / rehabilitation plan approved by the University and the employee's treating physician unless there is a contrary reason which is acceptable to the University;
  - 28.22.7** gains or participates in outside (or secondary) employment or full-time study without the prior approval of the University; and
  - 28.22.8** is subject to misconduct proceedings relating to unsatisfactory sick leave usage.
- 28.23** An employee who is overpaid sick leave benefits shall repay those benefits under the appropriate procedures.
- 28.24** The University may reconsider a decision not to grant paid sick leave benefits, where written additional information is brought to its attention in relation to the application.

#### **Procedure for absences unsupported by certificates**

- 28.25** An employee who has ten one day absences or five two day absences (or a combination of these totalling 10 days sick leave) in any 12 month period unsupported by health certificates will be interviewed by her or his supervisor about the sick leave within the context of the person's overall attendance patterns and work performance.
- 28.26** Following this interview it may be decided that:
- 28.26.1** no further action need be taken; or
  - 28.26.2** a period of up to three (3) months should be specified for improvement and
  - 28.26.3** the employee may be placed on a health certificate requirement by the Head of Cost Centre for future absences during that period. The employee will also be advised in writing of this and of the possible consequences of maintaining the pattern.
- 28.27** If the employee's absences continue to cause concern during the review period, he or she may be required with reasonable notice, to attend an examination by a medical practitioner nominated and paid by the University, so that an assessment may be made as to whether the employee's health is consistent with the employee's frequency and duration of absences from work. The employee will be provided with a copy of the letter of referral. The employee will be entitled to provide details from their own registered health practitioner to the medical practitioner nominated by the university prior to the assessment. Failure to attend an examination within 2 months after written notification to do so will constitute serious misconduct.

The employee will be provided with a copy of the medical report.

- 28.28** If the medical practitioner's assessment is that the employee's health is consistent with the employee's frequency and duration of absences from work, the University will need to consider whether reasonable accommodation can be made within the work area, and the Head of Cost Centre, in conjunction with the employee, will examine a range of options, including those listed in clause 28.21.
- 28.29** Where a return to work within a reasonable timeframe is not deemed possible, the option of medical retirement may be considered in line with clause 60 (Medical Retirement).
- 28.30** If the medical practitioner's assessment is that the employee's health is not consistent with the employee's frequency and duration of absences from work the University may take disciplinary action in relation to the employee. Misconduct/Serious Misconduct Procedures will apply only where sick leave is not used for genuine purposes.

### **Independent Medical Assessment**

- 28.31** Notwithstanding the provision of this clause, the University reserves the right to have an employee independently medically assessed where there are concerns about the employee's health.

## **29. PARENTAL LEAVE**

- 29.1** In this clause:
- 29.2.1** "Parent" includes step-parent, co-parent, biological, adoptive or foster parent
- 29.1.1** "Partner" means spouse, former partner, de facto or same sex partner
- 29.1.2** "Adoption", in relation to a child, is a reference to a child who: is not the natural child or step-child of the employee or the employee's partner
- 29.1.3** "Estimated date of birth" (EDB) means the day certified by a medical practitioner to be the day on which the employee or the employee's partner, as the case may be, is expected to give birth to a child.
- 29.2** Full-time continuing employees are entitled to parental leave in accordance with this clause.
- 29.3** Part time continuing employees are entitled to parental leave on a pro-rata basis.
- 29.4** A fixed-term employee will only be granted that proportion of paid and/or unpaid parental leave where the period of leave falls within the time span of their contract of employment. If the fixed-term employee is subsequently employed under another contract, he or she may extend the date for return from parental leave over the second contract.
- 29.5** Casual employees are not entitled to paid parental leave as prescribed in this clause but are eligible to take up to 52 consecutive weeks unpaid parental leave where the casual employee has been employed on a regular and systematic basis during a period of at least 12 months and who, but for the expected birth or expected

placement of a child, would have a reasonable expectation of ongoing employment on a regular and systematic basis.

<b>PARENTAL LEAVE TYPE</b>	<b>ENTITLEMENT</b>	<b>CONDITONS</b>
<p><b>Maternity/Primary Carer</b> Leave for the primary carer on the birth of a child</p>	<p><b>Up to 52 weeks</b> in total</p> <p>Consisting of:</p> <ul style="list-style-type: none"> <li>• 26 weeks on full pay plus 26 weeks unpaid; or</li> <li>• 52 weeks on half pay; or</li> <li>• Any combination of full pay, half pay and/or leave without pay agreed between the employee and the University which is equivalent to 26 weeks full pay but not exceeding 52 weeks total leave.</li> <li>• Where both parents are employed by the University, the paid leave component of parental leave may be shared by both parents (that is, a maximum combined payment between both parties of 26 weeks pay) to a maximum combined absence of 52 weeks, provided that the parental leave conditions are met. In this event, only one employee can be on maternity leave at any one time.</li> </ul>	<ul style="list-style-type: none"> <li>• Leave normally commences 6 weeks before the EDB but may commence up to 20 weeks before the EDB. In any event, leave must commence no later than the actual date of birth.</li> <li>• A pregnant employee who requires leave to deal with sickness as a result of pregnancy and who is within six (6) weeks of the EDB will normally commence maternity / primary carer leave.</li> <li>• A birth mother does not normally return to work until at least 6 weeks after the birth of a child</li> <li>• Additional leave beyond 52 weeks can be negotiated on the birth of a child with a severe disability, congenital illness or in the case of a multiple birth.</li> </ul>
<p><b>Partner</b> To give care and support to the mother</p>	<p><b>8 weeks</b> in total</p> <p>Consisting of:</p> <ul style="list-style-type: none"> <li>• 2 weeks on full pay plus</li> <li>• Up to 6 weeks unpaid</li> <li>• Where the mother is not employed by UNE, an additional period, or periods of leave without pay provided the total absence on partner leave will not exceed 52 weeks</li> </ul>	<ul style="list-style-type: none"> <li>• Paid leave to be taken in the period between 3 months prior to and 3 months after the EDB</li> </ul>
<p><b>Adoption</b> Leave for the primary carer of an adopted child</p>	<p><b>52 weeks</b> in total</p> <p>Consisting of:</p> <ul style="list-style-type: none"> <li>• 12 weeks full pay; or</li> </ul>	<ul style="list-style-type: none"> <li>• Leave to commence on the date of placement of the child</li> </ul>



	<ul style="list-style-type: none"> <li>• 24 weeks on half pay; or</li> <li>• Any combination, mutually agreed, equivalent to 12 weeks full pay and remainder unpaid but not exceeding 52 weeks total leave</li> </ul>	
<p><b>Foster</b></p> <p>Primary carer of a foster child younger than 5 years</p> <p>Child 5 years or older on long term placement</p>	<p>In any one 12 month period, leave consisting of:</p> <ul style="list-style-type: none"> <li>• 105 hours paid leave; or</li> <li>• 210 hours leave on half pay</li> </ul> <ul style="list-style-type: none"> <li>• 56 hours paid leave; or</li> <li>• 105 hours leave on half pay</li> </ul>	<ul style="list-style-type: none"> <li>• Leave to be taken from the time the child enters their care</li> </ul>
<p><b>Child Rearing</b></p> <p>Care of pre-school age children up to 6 yrs</p>	<p>Consisting of:</p> <ul style="list-style-type: none"> <li>• 52 weeks unpaid</li> </ul> <ul style="list-style-type: none"> <li>• Further unpaid leave</li> </ul>	<ul style="list-style-type: none"> <li>• In addition to and following on from any form of parental leave, 52 weeks unpaid child rearing leave shall be made available to employees for the care of pre-school age children.</li> <li>• An employee may apply for an extension to child rearing leave beyond the 52 weeks. Applications will be assessed taking into account any special circumstances that may apply together with the University's operational requirements. Approval will not be unreasonably withheld.</li> <li>• Return to work plan to be negotiated.</li> </ul>
<p><b>Prenatal</b></p>	<p>Consisting of paid leave totaling 21 hours for a pregnant woman</p>	<ul style="list-style-type: none"> <li>• Can be accessed after 12 weeks of pregnancy</li> </ul>
<p><b>Postnatal</b></p>	<p>An employee who is breastfeeding will be entitled to regular breaks in paid time for lactation purposes.</p>	<ul style="list-style-type: none"> <li>• Clean, private space with access to a refrigerator will be provided for the purpose of breast feeding and/or expressing milk during breaks.</li> </ul>

**29.6** The University will not refuse employment, or affect the employment of an employee, or take any other action that disadvantages an employee on the grounds of pregnancy, possible pregnancy, breastfeeding, a request for parental leave or a possible request for leave essential to addressing work and family responsibilities.

### **Fixed term Employees**

**29.7** The University must not refuse to re-engage a fixed term employee because:

**29.7.1** the employee or employee's partner is pregnant; or

**29.7.2** the employee is or has been immediately absent on parental leave.

### **Conditions**

**29.8** The paid component of any maternity/primary carer or adoption leave must be taken first, and cannot be interspersed with other types of leave. Accrued annual and long service leave can be utilised to extend the period of paid leave

**29.9** Parental leave cannot be taken in broken periods unless mutually agreed for career development purposes.

**29.10** Parental leave does not break continuity of service.

**29.11** Only the paid portion of any parental leave taken will count for service or accrual for the calculation of annual or long service leave entitlements.

**29.12** All leave accruals and employer superannuation contributions during the period of paid parental leave at half pay will be on a pro rata basis.

**29.13** If requested by an employee, any paid portion of maternity leave or adoption leave may be paid as a lump sum. Employees will be advised that this may have a negative effect on their superannuation and tax obligations.

**29.14** If a pregnancy terminates by miscarriage or still birth after twenty (20) weeks of pregnancy have elapsed, or the child dies shortly after birth, an employee shall be entitled to a maximum of four weeks paid maternity leave.

**29.15** If a pregnancy terminates by miscarriage before twenty (20) weeks of pregnancy, an employee is entitled to use sick leave to cover any absence.

**29.16** An employee who becomes pregnant while on parental leave is entitled to a further period of parental leave. The normal conditions contained in this Clause apply to the second period of parental leave but any remaining parental leave from the former pregnancy lapses as soon as the new period of parental leave begins.

### **Replacement employees**

**29.17** A replacement employee is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on parental leave.

**29.18** All replacement employees recruited to fill a vacancy due to parental leave, are to be informed, upon appointment, that employment is the result of a vacancy due to parental leave and is subject to termination or variation according to the parental leave arrangements exercised by the employee being replaced.

### **Return to work**

**29.19** Birth mothers must not return to work sooner than 6 weeks following the birth of a child unless medically certified fit to return earlier.

- 29.20** Except in the case of a position being made redundant, an employee returning to duty from parental leave will be entitled to return to their substantive position. If the substantive position is redundant, the provisions of the workplace change clause will apply.
- 29.21** Subject to operational requirements of the University, an employee, may upon application, return to work part-time until the child reaches school age before resuming full-time work.
- 29.22** Once an employee has returned to work, any further working arrangements will be considered through the Flexible and Family Working Arrangements.

#### **Documentation**

- 29.23** Appropriate certification relating to the birth, adoption or fostering of the child must be produced if required by the University.
- 29.24** For partner or primary carer leave, appropriate documentation (which may be a statutory declaration) will be required to prove the relationship to the child.
- 29.25** For a pregnant employee to work beyond 6 weeks prior to the EDB, a medical certificate must be provided to the University certifying fitness to work and specifying the date that she is able to work up until.

#### **Implementation**

- 29.26** All paid parental leave entitlements pursuant to this clause will be centrally funded by the University.
- 29.27** While an employee is on parental leave, and where requested, the employee will be regularly updated on developments in the University. This may include providing the employee with relevant University information such as newsletters and minutes of meetings. An employee on parental leave may also:
- 29.27.1** access professional development opportunities, activities and functions; or
  - 29.27.2** make application and be considered for internal jobs or secondment opportunities where they indicate that they are available to take up any resulting offers.
- 29.28** Employees returning from Parental Leave will receive a briefing from their supervisor on the latest changes and developments in their position and work area.
- 29.29** An employee during their Parental Leave will be consulted concerning any significant change in responsibilities proposed for her/his substantive position.

#### **OH&S Considerations and Reasonable Adjustment**

- 29.30** Where an employee is unable to perform their normal duties due to pregnancy or breastfeeding, the University will facilitate appropriate adjustments to their duties and/or work location. Where adjustments cannot reasonably be made, the employee will be placed on sick or parental leave.

## Notice Requirements

**29.31** Employees are required to provide the following notice and documentation to the University;

Event	Period of Notice
Expected date of birth (EDB)	10 weeks
Date parental leave is to commence and the length of leave to be taken unless the expected date of birth or adoption/fostering of a child takes place earlier than the expected date	4 weeks
Intention to extend leave including intended period of extended leave (within the provisions of this agreement)	14 days prior to expiration of original leave
Intention to return to work at expiration of leave	4 weeks
Intention to return to work where the pregnancy terminates otherwise than by the birth of a living child; or the employee gives birth to a living child but the child later dies	4 weeks
Request for child rearing leave	3 months
Application for extension to child rearing leave	3 months prior to expiration of original child rearing leave

## Review of entitlements

**29.32** The paid parental leave entitlement will be reviewed by the General and Teaching Staff Consultative Committee when the details of the Federal Government's National Paid Parental Leave scheme are published.

## 30. FAMILY AND PERSONAL LEAVE

**30.1** A full-time continuing employee will be credited with ten (10) days non-cumulative Family and Personal leave with pay on 1 January each year (or pro rata in the employee's first year of employment calculated from the date of the employee's appointment) for the mixed purposes of family/carer leave, compassionate/bereavement leave, religious and cultural leave. A part-time or fractional or fixed-term employee will receive an entitlement on a pro rata basis. Casual employees are not entitled to paid family and personal leave but are entitled to unpaid absences of up to 2 days per occurrence for family and personal responsibilities.

**30.2** Family and Personal leave is available where an employee is unable to attend work because of:

**30.2.1 family/carer** responsibilities. That is, providing care or support to an immediate family member who requires care or support because of:

- (a) a personal illness, or a personal injury, or
- (b) an emergency affecting the immediate family member; or
- (c) the unexpected temporary absence of the usual carer, including the unexpected closure of a child's school; or

**30.2.2 bereavement/compassionate** reasons where:

- (a) a member of an employee's immediate family contracts or develops a personal illness that poses a serious threat to his or her life, or sustains a personal injury that poses a serious threat to his or her life, or dies; or
- (b) a person of importance in the employee's culture dies, or
- (c) other reasons of a compassionate nature, given in writing and accepted by the University; or

**30.2.3 religious, ceremonial and/or cultural** reasons such as attendance or participation in particular religious, ceremonial or cultural activities. Activities may include: undertaking the observances of a religion followed by the employee, or where, an employee is a member of an Aboriginal or Torres Strait Islander community, participating in the ceremonial and cultural life of that community.

**30.3** Applications for family and personal leave, including appropriate supporting evidence, must be made in writing and accepted by the University.

**30.4** For the purposes of this clause, "immediate family member" includes a child (including an adult child, grandchild, adopted child, step child or child for whom the employee is a legal guardian or equivalent), spouse, partner (including same sex partner), former spouse or partner, parent, parent in-law, grandparent, sibling or other family or household member.

**30.5** A further two days of unpaid Family and Personal Leave per occasion will be available in the event of an unexpected emergency for employees who have exhausted their Family and Personal Leave entitlement.

**30.6** In the event that an employee has exhausted their Family and Personal leave an additional two days of paid compassionate/bereavement leave per occasion will also be available to employees.

**30.7** An employee who is leaving work or unable to attend work due to the need to take Family and Personal leave will inform their supervisor as soon as practicable, stating the nature of the leave requested and the estimated duration of the absence.

## **31. JURY AND WITNESS LEAVE**

**31.1** An employee required to attend jury service will have the option to choose to:

**31.1.1** be deemed to be "on duty" on normal pay. The employee will pay to the University any fee paid for jury service other than for expenses; or

**31.1.2** take annual leave or long service leave.

**31.2** An employee called as a witness by summons or subpoena or called as a witness in legal proceedings on a matter relating to University business, will be deemed to be "on duty" on normal pay. The employee will pay to the University any fee paid for their role as a witness other than for expenses.

**31.3** An employee subpoenaed, summonsed or called as a witness in legal proceedings not relating to University business will be required to cover any absence as either leave without pay or annual leave.

## **PART E – MANAGING ORGANISATIONAL CHANGE**

### **32. WORKPLACE CHANGE**

- 32.1** The University will manage workplace change in a transparent and constructive manner so as to avoid and minimise any adverse effects on employees, while ensuring that the University is able to adapt appropriately to changing strategies, plans and circumstances.
- 32.2** Where the University is contemplating initiating a workplace change, the Head of School /Cost Centre will meet with employees in the affected School/Cost Centre to provide relevant information and give them an opportunity to comment and to provide input on measures to address the concerns, before considering whether it is necessary to pursue further action under the managing change procedures.
- 32.3** Employees who are likely to be affected by change, and the CPSU and NTEU, will be meaningfully involved in the consideration of change proposals throughout the process, including the development of a formal proposal stage and consideration of implementation issues once the change is determined. Where practicable, the University will include employees who are on leave in the consultative process.
- 32.4** The consultation process, [which will be no less than 10 working days and no more than 20 working days with the actual number of days to be mutually agreed by the Head of Cost Centre, affected employees and union(s) within the specified 10 to 20 working days], will involve the provision of all relevant information about the change proposed; an opportunity to consider the proposal and any variations to the proposal made by the University and provide a response and/or alternative options; a meeting or meetings to present, discuss and respond to the proposal and alternatives and to discuss implementation and measures to avert or mitigate negative impacts on employees. The University will consider feedback from this consultation and provide a response from the Cost Centre Head. Development of responses to the change proposal will be considered to be part of normal duties. The 20 working day maximum for the consultation process may be extended by UNE.
- 32.5** The University will continue to use every effort to avoid forced retrenchments. Where practicable, the University will achieve reductions through natural attrition, or through appropriate voluntary measures as outlined in sub clause 32.8.
- 32.6** A major workplace change process will apply where it is anticipated that one or more of the following may occur:
- 32.6.1** redundancy/ies; or
  - 32.6.2** a targeted reduction in the workforce within a School/Cost Centre which will have a significant impact on that School/Cost Centre; or
  - 32.6.3** significant changes to the composition, structure or size (including outsourcing) of the workforce not including reporting line changes; or
  - 32.6.4** the restructuring of work required of employees which may result in a negative impact upon employees collectively within a School/Cost Centre or across more than one School/Cost Centre of the University.
- 32.7** For a major workplace change, the consultation process in sub clause 32.4 will include the distribution of a Workplace Change proposal document to all employees who will be directly affected, and the CPSU and NTEU. This document will include,

but not be limited to, as appropriate, timelines for implementation, the rationale for the change, including objectives and aims, the likely effects of the change upon employees, (including transfers, redundancies or redeployments, outsourcing, equity impact, workload implications, training and professional development issues) relevant financial information; the consultation process, organisational charts; and measures to avert or mitigate any negative impact on employees.

- 32.8** At the point during the consultation process that it becomes clear that forced redundancies will be required, the University will provide employees with an opportunity to consider any measures which may mitigate any negative impact on employees. Such voluntary measures may include but are not limited to leave without pay, voluntary conversion to part time employment (for a specified period of time unless otherwise agreed), long service leave, secondment, internal transfer, voluntary separations, or natural attrition.
- 32.9** Unless otherwise mutually agreed, employees will be provided with at least 10 working days prior to the change proposal being finalised to apply for any of the voluntary measures as set out in subclause 32.8. Such provision should be noted in writing in the appropriate draft of the change document (or other document) and specify the start date of the consideration period. Employees who have applied for any voluntary measures will be advised of the outcome of their application in a timely fashion.
- 32.10** During this consideration period, employees will be encouraged to seek professional financial advice regarding their options. To assist in this decision-making, the University will allow employees to meet, during work time, with a qualified financial planner/accountant and will reimburse costs to a maximum of \$250 upon the presentation of an invoice/receipt.
- 32.11** Where the duties of a position are significantly changed, or there are new position/s created, potentially “displaced” employees will be considered first for those positions. Where such positions are not filled by “displaced” employees, (or able to be otherwise filled by an appropriate person in the redeployment “pool”), the position/s may be advertised externally.
- 32.12** For the purposes of this clause, a “displaced” employee will mean an employee whose position has been made redundant.
- 32.13** Where the duties of a position are not significantly changed, the incumbent will continue to hold the position.
- 32.14** No vacant position will be advertised without first assessing whether there are any “displaced” employees on the transfer/redeployment list.
- 32.15** Fair, transparent and objective criteria will be used to place employees in remaining positions.
- 32.16** An employee potentially facing retrenchment may seek, and will then be provided with:
- 32.16.1** access to appropriate support from within the University to assist in seeking alternative employment; and/or
  - 32.16.2** up to one day a week (plus travel time), without loss of pay, to attend job interviews or other job search activities, with further leave subject to the approval of the relevant supervisor.

- 32.17** Where expenses to attend such interviews are not met by the prospective employer, the employee will be entitled to reasonable travel and other incidental expenses incurred in attending such interviews as determined by the Vice-Chancellor.

### **33. VOLUNTARY SEPARATION**

- 33.1** Nothing in this Agreement shall prevent the University from entering into an agreement of voluntary separation with an employee on terms mutually agreeable at any time so long as the value of such a package is not less than the money value provided in accordance with clause 36 Redundancy.
- 33.2** Any employee who accepts a voluntary separation payment is required to sign an undertaking to refund to the University that proportion of the voluntary separation payment applying to the period of re-employment should they be re-employed in any capacity (including employment in a temporary, part-time or casual or consultancy or contracting capacity) at the University within the period covered by the voluntary separation payment. The repayment covers the relevant proportion of the voluntary separation payment but excludes any pay in lieu of notice

### **34. TRANSFER**

Notwithstanding any other provision of this Agreement, the University reserves the right to transfer any employee to perform duties commensurate with the employee's skills, competence and training at their current salary and classification level, where such transfer is reasonable and does not involve a change to the employees primary place of employment. The University will manage the transfer in a transparent manner and therefore, prior to such a transfer, an employee will be advised of the rationale for the transfer. Any suitability assessment will be based on whether the employee after a reasonable period of time with access to training would be able to satisfactorily perform the duties.

### **35. REDEPLOYMENT**

- 35.1** Following the finalisation of the change process, and after placing any "displaced" employees within the new structure, the University will invite, in writing, any other employees to elect, within ten (10) working days, whether he or she wishes to be considered for redeployment within the University or to be retrenched.
- 35.2** Where an employee elects to be considered for redeployment, the University will take all reasonable steps, during a period of six (6) months commencing from the date when the notice of election is received, to identify a position or positions within the University to which the displaced employee may be redeployed. At the end of the six (6) month period, where the employee has been unable to be redeployed into a suitable position, the University will proceed to retrench the employee in accordance with clauses 36.3 to 36.5.
- 35.3** A redeployment review period of up to three months may apply before the appointment is confirmed. The assessment for suitability of redeployment into a particular position will be based on the employee's skills, abilities and qualifications, and capacity to satisfactorily perform the duties of the position. A redeployment review will be for the purpose of ensuring that the employee can reasonably fulfill the job requirements.



- 35.4** During the periods referred to in sub clauses **35.1** and **35.2** the “displaced” employee will be provided with work in either their present workplace or some other workplace and may undertake such training identified by the supervisor as likely to assist in redeployment.
- 35.5** A displaced employee who has elected to be considered for redeployment will not refuse a reasonable offer of redeployment or training. Any approved costs associated with retraining will be paid for by the University.
- 35.6** A displaced employee may be redeployed to a position classified up to two levels lower than that of the position previously occupied in which case the employee’s existing salary will be frozen until the pay rate for the top step of the lower classified position overtakes the rate.
- 35.7** A displaced employee who elects to be considered for redeployment but for whom a continuing position has not been identified within the period referred to in sub clause 35.2 will be retrenched.

## **36. REDUNDANCY**

- 36.1** Redundancy occurs when the University decides it no longer wishes the job the employee has been doing (or substantially similar job) to be done by anyone and this is not due to the ordinary and customary turnover of labour.
- 36.2** An employee will not be disadvantaged as a result of being made redundant in accepting future employment at the University at any point through an open and competitive merit selection process.

### **Retrenchment Pay**

- 36.3** The minimum value of the voluntary separation/retrenchment package will be no less than two (2) weeks for every completed year of continuous service (part time service will be calculated on a pro rata basis).
- 36.4** Where a employee is 45 years of age or older and has completed two (2) years continuous service with the University the employee will be entitled to an additional four (4) weeks pay.
- 36.5** The maximum retrenchment package payable under sub clauses 36.3 and 36.4 will be no more than 52 weeks.
- 36.6** Employees who elect retrenchment within the ten (10) day consideration period specified in clause 35.1 will be entitled to a further twenty four (24) weeks lump sum payment, in addition to the standard redundancy payments as prescribed in sub clauses 36.3 to 36.5 above.

### **Notice Period**

- 36.7** An employee who is retrenched will be entitled to four weeks payment in lieu of notice in addition to the retrenchment payment.
- 36.8** For employees, in addition to this period of notice, employees who are over 45 years of age at the time of giving of notice and who have at least two (2) years of

continuous service with the University will receive an additional one (1) week of notice.

- 36.9 Letter of Certification** - An employee who is the occupant of a position deemed to be surplus to the requirements of the University may request an official letter from the University certifying that this is the case.

## **PART F – MANAGING PERFORMANCE**

### **37. PERFORMANCE MANAGEMENT SYSTEM**

- 37.1** The University is committed to providing all employees with the opportunity to be involved in the planning process within their work unit and to develop personal skills that complement their work unit's goals.
- 37.2** The University is also committed to providing all employees with career development opportunities when they are available.
- 37.3** The Performance Management System is designed to provide all employees with an opportunity to plan and discuss career and development options with their supervisor.
- 37.4** The UNE Performance Management System will:
- 37.4.1** enhance the flexibility, performance and efficiency of employees in all required skills, while encouraging innovation and diversity, and in particular develop and build leadership, management and supervisory and technical skills;
  - 37.4.2** provide effective and fair processes for the assessment of employees performance, including the opportunity for employees to contribute fully to the process, respond to comments and suggestions;
  - 37.4.3** provide appropriate career development and training, and encourage and facilitate professional growth, skills acquisition, job satisfaction and career planning;
  - 37.4.4** ensure performance expectations and workload are reasonable, transparent and appropriate to the employee's classification level, experience and University practices, and that relevant information and support is available;
  - 37.4.5** align individual employee performance with their position, the University's strategic goals and the goals of the work unit, and develop appropriate professional development for employees, taking into account differences in work unit practice and culture;
  - 37.4.6** provide a mechanism for constructive recognition, support and feedback within a supportive and collegial working environment.
- 37.5** A supervisor who identifies unacceptable performance by an employee and wishes to take disciplinary action must follow clause 41 Unsatisfactory Performance of this Agreement.

- 37.6** The Performance Management System applies to all employees (excluding casual employees), and includes assessments of employees performance for the purposes of:
- 37.6.1** Professional and career development (“formative appraisal”);
  - 37.6.2** Incremental progression;
  - 37.6.3** Probation;
  - 37.6.4** Performance; and
  - 37.6.5** Cyclical performance review.

### **Supervisors**

- 37.7** Each employee will be advised in writing of their nominated supervisor. Employees may make a case to the relevant Senior Executive employee for an alternative supervisor to be designated for the purpose of performance management.
- 37.8** Supervisors are responsible for implementing the Performance Management System for all employees who report to them. In addition, each supervisor will regularly meet with all employees who report to them, both on an individual and group basis. The supervisor will support their employees in thinking innovatively and creatively about their future direction and that of their work unit or discipline.
- 37.9** They will discuss with their employees the following matters:
- 37.9.1** workplace and external developments that affect the employees and their unit;
  - 37.9.2** opportunities for initiatives, innovation and engagement that would directly involve the employees, including realignment of their activities and priorities to best support University strategies;
  - 37.9.3** review of problems or issues that have arisen in the past and solutions that can be implemented by the employees to prevent or mitigate future problems/issues;
  - 37.9.4** training and professional development needs of the employees;
  - 37.9.5** any other matter that any employee raises.

Employees should discuss career development opportunities with their supervisor

A written record will be kept of such discussions and held by the supervisor for future discussions with affected employees if required.

- 37.10** Career development opportunities that may be appropriate through the Performance Management System may include, on-the-job coaching, internal temporary transfers, attendance at training and professional development courses, networking and mentor relationships, job rotation or project work, researching, secondments, higher duties, additional leave, including professional development leave and career break leave, involvement in internal or external committees, and work or study fellowships.
- 37.11** All employees will undertake training in relation to Performance Management. This training will be completed prior to the Performance Management System process being initiated by the supervisor.

**38. STUDY, EXAMINATION LEAVE, FORMAL COURSES AND PROFESSIONAL EXPERIENCE LEAVE**

- 38.1** In addition to the professional development identified in an employee's performance management appraisal, employees are eligible to apply for Study Leave to assist in attending lectures, tutorials and residential schools. The entitlement is subject to University approval that the course of study is relevant to the employee's current work, career development, or for other reasons. The provision of time-off without loss of pay for study leave for an employee is at the discretion of the University.
- 38.2** Where appropriate, employees may attend formal courses/training where mutually agreed between the supervisor and the employee concerned.

**39. INCREMENTAL PROGRESSION**

- 39.1** At the conclusion of each 12 month period following an employee's entry into a classification an employee will be eligible for movement to the next highest salary point within the classification.
- 39.2** An employee will proceed by annual increment to the next salary point within the applicable classification subject to demonstrating satisfactory performance, and, in the case of:
- 39.2.1** General staff, where appropriate, acquiring and using additional skills, experience and knowledge within the ambit of the classification; and
- 39.2.2** English Language Centre employees, attainment of the appropriate level of competency required for advancement.
- 39.3** The withholding of an increment will not be the first indication to an employee that the supervisor has concerns about their performance. An increment can only be withheld where:
- 39.3.1** a supervisor has concerns that an employee's performance would not justify the award of an increment; and
- 39.3.2** the employee has previously been informed of the concerns in writing and has been given a reasonable opportunity to respond to the concerns; and
- 39.3.3** the employee has been given a reasonable opportunity to improve the performance to the standard required to progress to the next incremental step and their performance has not improved.
- 39.4** If the supervisor still has concerns about the employee's performance then the provisions of clause 41 must be initiated as unsatisfactory performance.
- 39.5** An employee's increment will be withheld until their performance improves sufficient for the increment to be granted. There will be no retrospective granting of an increment prior to such performance improvement.
- 39.6** Any dispute arising out of this clause will be dealt with in accordance with clause 62, Dispute Settling Procedures. Where the outcome of the dispute or unsatisfactory performance procedures identify that movement between salary points should have

occurred, adjustment to salaries and entitlements will be paid retrospectively to the employee's anniversary date.

#### **40. PROBATION**

**40.1** Unless the University determines otherwise, employees, other than casuals, will be subject to a reasonable probationary period. During a probation period an employee shall be required to demonstrate that he/she has satisfactorily performed the duties and responsibilities as determined in his/her position description, UNE Position Classification Standards and their contract of employment.

**40.2** Newly appointed employees, may be placed on probation for a period of up to three months, provided that the University may extend the probation period by a further three months if appropriate. In no case will an ongoing employee be employed on a probationary period exceeding six months.

**40.3** A probationary employee will be provided with a clear statement of duties, and will be provided with regular supervision to confirm progress or identify difficulties and develop strategies for their resolution.

**40.4** Any second or subsequent fixed term contract with a broad range of the same or similar duties, within a reasonable time frame, can have a probation period in the second contract only if the full range of duties is not in the first contract.

**40.5** Throughout the probation period a process of regular feedback shall occur. The supervisor must inform the employee in writing of any impediments to the continuation of the employee's employment when such impediments become apparent.

The employee will be given a reasonable opportunity to respond to the reasons provided and will be given reasonable opportunity and appropriate support to improve their performance.

**40.6** If the University forms the view that the probationary appointment may be annulled or extended, the University will, no later than 4 weeks prior to the expiration of the probation period, advise the employee of this in writing. An employee will be advised of, and given an opportunity to make response to, any adverse material about the employee which the University intends to take into account in a decision to annul the employee's probation and terminate the employment.

**40.7** Where the probation of an employee is annulled and the employment is terminated, the employee will be entitled to one weeks pay in lieu of notice.

#### **41. UNSATISFACTORY PERFORMANCE**

**41.1** "Unsatisfactory performance" means a level of performance that is unacceptable, and may include, but is not limited to:

**41.1.1** unsatisfactory, inefficient or negligent performance of the specified duties of the position held;

**41.1.2** persistent, unsupported absence or lateness, or persistent unavailability;

- 41.1.3** persistent substantiated complaints by students or other employees about not achieving the required and reasonable standard of work duties and responsibilities or meeting deadlines; and/or
- 41.1.4** inadequate completion of administrative tasks or other responsibilities without reasonable justification.
- 41.2** The formal unsatisfactory performance process should be used as a last resort. A supervisor must make every effort to resolve instances of possible unsatisfactory performance through guidance, counselling and appropriate employee development, or appropriate work allocation before a report is submitted to the Head of Cost Centre and/or relevant PVC/Dean or senior executive.
- 41.3** Where the supervisor is the Head of Cost Centre (or Vice-Chancellor), the relevant actions will be taken by the appropriate relevant Senior Executive.

### **Procedures**

- 41.4** Where a supervisor is of the view that the performance of an employee is unsatisfactory, the supervisor will counsel the employee on the nature of the circumstances and the nature of the improvement required and advise the employee of a reasonable review period within which reasonable improvement in performance is expected.
- 41.5** If the supervisor believes it appropriate, he/she will direct the employee to undertake a course of professional development or other appropriate program(s) designed to assist in improving performance.
- 41.6** One or more review meetings will be held between the supervisor and the employee concerned. Where necessary, the review period as set out in sub clause 41.4 may be extended.
- 41.7** Where the supervisor, after a review period believes that counselling has produced improvements in performance, the employee will be advised in writing that the unsatisfactory performance process has been completed.
- 41.8** Where the supervisor believes that the review period (or periods) has not produced improvements in performance, or where the performance issue is serious and/or is having a significant negative impact on the workloads or conditions of other employees in the area, the supervisor will make a formal report to the Head of Cost Centre that the performance of an employee is unsatisfactory. Such report will clearly state the aspects of performance seen as unsatisfactory and outline the attempts made to remedy the problem.
- 41.9** The supervisor will provide the employee with a copy of the report at the time it is submitted to the Head of Cost Centre. The employee will be entitled to ten (10) working days to submit to the Head of Cost Centre a written response to the supervisor's report.
- 41.10** Having considered the supervisor's report and any written response from the employee, the Head of Cost Centre will determine whether appropriate steps have been taken to follow the procedures in this clause and that a reasonable opportunity has been afforded to remedy the performance problem.
- 41.11** The Head of Cost Centre:

- 41.11.1** will meet with the employee; and
  - 41.11.2** may consult in the strictest confidence with colleagues of the employee, and will do so when requested by the employee. The employee will be given the opportunity to respond to any concerns about their performance identified through this process.
- 41.12** The Head of Cost Centre will take one of the following actions and notify the employee and the supervisor of this decision in writing:
- 41.12.1** take no further action; or
  - 41.12.2** dismiss the matter; or
  - 41.12.3** refer the matter back to the supervisor to ensure that all appropriate steps have been followed; or
  - 41.12.4** determine that there is substance in the allegations, and consider disciplinary action, which is limited to:
    - (a)** formal censure or counselling;
    - (b)** withholding of an employee's salary increment for up to one year;
    - (c)** recommending demotion to a lower level position with the resulting reduction in salary for persistent and unresolved unsatisfactory performance;
    - (d)** recommending termination of employment for persistent and unresolved unsatisfactory performance.
- 41.13** Where the Head of Cost Centre considers that demotion to a lower level or termination of employment is the likely outcome of the unsatisfactory performance process, a report will be forwarded to the relevant senior executive, with a copy to the employee.
- 41.14** The employee will be advised that they have five (5) working days to write to the relevant senior executive either:
- 41.14.1** showing cause as to why demotion or termination should not occur. This may include statements concerning the procedures that have been followed and any mitigating circumstances.
- OR
- 41.14.2** seeking a review of the decision under sub clause 41.12 for one or more of the following grounds:
    - (a)** unfair process;
    - (b)** mitigating circumstances;
    - (c)** concerns with the recommendations of the Report.
- 41.15** The relevant senior executive will take one or more of the following decisions:
- 41.15.1** take no further action or dismiss the matter; or
  - 41.15.2** establish a Review panel within 10 working days (if practicable) to consider any case for review from the employee; or
  - 41.15.3** refer the matter back to the Head of Cost Centre for reconsideration of the actions in sub clauses 41 . 10 – 12 ; or

- 41.15.4** make a recommendation to the Vice-Chancellor on demotion or termination. Where so requested by the employee, such a recommendation will not proceed without the Review panel outcome.

### **Review Panel**

- 41.16** A Review panel will be constituted as follows:

**41.16.1** A Chairperson (who is not a union official) appointed by the Vice-Chancellor from a list of Chairpersons agreed between the University and CPSU or NTEU;

**41.16.2** an employee nominated by the University; and

**41.16.3** an employee nominated by the CPSU or NTEU.

- 41.17** The panel will review the facts, documentation, any mitigating circumstances and whether or not the process in this clause has been followed, and make a consequent recommendation to the Vice-Chancellor as to whether the decision should proceed or be referred back to the Cost Centre for further action.

- 41.18** The Review Panel will:

**41.18.1** conduct proceedings in private, unless the employee and the University agree otherwise;

**41.18.2** allow the employee and the University to be assisted and/or represented by a person of their choice who is an employee of the University, or by an officer of a relevant employer association or the NTEU or CPSU (but not a solicitor or barrister in private practice);

**41.18.3** provide an opportunity for the employee to be interviewed, and ensure an adequate opportunity to put a case;

**41.18.4** interview any other person and consider any further material as it believes appropriate to establish the facts of the case;

**41.18.5** provide the right for the employee (and their representative) and the relevant senior executive (and their representative) to be present during the conduct of interviews; ask questions of interviewees; make submissions; and present and challenge evidence. (Where the employee is unable to attend, the Committee may either proceed or elect to reconvene);

**41.18.6** conduct all proceedings as expeditiously as possible consistent with the principles of procedural fairness;

**41.18.7** keep a record of the proceedings (but not its own deliberations) which will be available to either party on request; and

**41.18.8** make its report available to the Vice-Chancellor and the employee within ten (10) working days of the conclusion of the proceedings.

### **Vice-Chancellor's Actions**

- 41.19** The Vice-Chancellor will consider the Report, any recommendations of the relevant senior executive and any written response from the employee and will determine such action as is deemed appropriate. Termination of employment would only be for persistent and unresolved unsatisfactory performance.



**41.20** All decisions of the Vice-Chancellor under this clause will be final, provided that nothing in this clause will be construed as excluding the jurisdiction of any external court or tribunal which, but for this clause, would be competent to deal with the matter.

## **42. MISCONDUCT/SERIOUS MISCONDUCT**

**42.1** **Misconduct** means behaviour, attitude or particular act of an employee that is unacceptable and warrants disciplinary action. Misconduct may include, but is not limited to:

**42.1.1** misbehaviour or acts which constitute an impediment to the carrying out of the employee's work or that of other employees, or which is detrimental to students or members of the public;

**42.1.2** abuse of University resources;

**42.1.3** a breach of the University's Code of Conduct or other publicly available policies of the University;

**42.1.4** failure to comply with a reasonable instruction, which is consistent with the employee's employment conditions, given by a person who has a supervisory responsibility for the employee.

**42.2** **Serious misconduct** which may include, but is not limited to:

**42.2.1** serious misbehaviour of a kind that constitutes a serious impediment to the carrying out of an employee's duties or to a colleague carrying out their duties; or

**42.2.2** serious dereliction of duties required of the position, a serious abuse of University resources, a serious breach of the University's Code of Conduct or other publicly available policies of the University; or

**42.2.3** conviction by a Court of an offence which constitutes a serious impediment to the carrying out of employee's duties or to other employees carrying out their duties.

**42.2.4** conduct which causes an imminent and serious risk to the health and safety of any person, or the reputation, viability, or financial loss of the University;

**42.2.5** more than two (2) similar misconduct offences, depending on the nature of, and the timeframe between offences;

**42.3** Depending on the circumstances, the following may be misconduct or serious misconduct: unethical behavior in the conduct of research; a serious undeclared conflict of interest which results in unethical benefits and/or personal gain; theft; fraud; assault; harassment (including sexual harassment); unauthorised use of UNE facilities for private gain or a refusal to carry out a lawful and reasonable instruction which was consistent with the employee's contract.

### **Procedures**

**42.4** Where there is an allegation of misconduct or serious misconduct against an employee, the supervisor or other relevant University officer will make reasonable enquiries to establish the facts of the matter and talk to the employee who is the subject of the allegation. Where appropriate, the supervisor will attempt to resolve the

matter. If the matter involves the conduct of research the PVC (Research) may be consulted.

- 42.5** Where the supervisor or relevant University officer considers there is merit in the allegation/s, and that the allegation/s may constitute misconduct or serious misconduct, a written report containing formal allegations of misconduct/serious misconduct will be prepared and a copy provided to the employee.
- 42.6** The Head of Cost Centre (or a more senior University officer if the University believes appropriate given the nature of the allegations) will consider any formal allegation/s of misconduct and/or serious misconduct. If it is considered that the allegations warrant no further action or should be dismissed, the Head of Cost Centre will advise the employee accordingly and the matter will be closed. If it is considered that the allegations warrant being taken further, then the Head will:
- 42.6.1** notify the employee in writing and in sufficient detail to enable the employee to understand the precise nature of the allegations and to properly consider and respond to them; and
- 42.6.2** require the employee to submit a written response within ten (10) working days.
- 42.7** Depending on the employee's response to the allegations, the Head of Cost Centre may take one of the actions listed below and advise the employee accordingly:
- 42.7.1** take no further action; or
- 42.7.2** dismiss the matter; or
- 42.7.3** counsel and/or censure the employee for unsatisfactory behaviour and/or arrange for appropriate professional development; or
- 42.7.4** refer the matter in writing to the relevant senior executive.
- 42.8** The relevant senior executive will consider the report regarding the allegation/s of misconduct and/or serious misconduct, and any response from the employee, and whether the employee was given a reasonable opportunity to stop further misconduct. The relevant senior executive will assess whether the conduct was misconduct, serious misconduct, or neither. If neither, the employee will be advised, and action as per sub clause 42.17 will occur.
- 42.9** If the relevant senior executive assesses that the conduct is misconduct or serious misconduct, and the employee admits or is prepared to accept the allegation/s in full, the relevant senior executive may, after considering any mitigating circumstances, take appropriate action as set out below;
- 42.9.1** formal censure or counselling; and/or
- 42.9.2** withholding the employee's salary increment for up to one year; and/or
- 42.9.3** demote/transfer the employee to a lower level position with the resulting reduction in salary; and/or
- 42.9.4** recommend termination of employment to the Vice-Chancellor (only for serious misconduct), and provide a report to the Vice-Chancellor, and the employee, and the provisions of subclause 42.15 and those sub clauses that follow will then apply.
- 42.10** If the allegations are denied in full, or admitted in some parts but denied in others, or if the employee has not responded to the allegations, then the relevant senior

executive will establish a Misconduct Investigation Committee within 10 working days (where practicable) to consider the allegations that the employee has denied. The employee will be advised in writing.

### **Misconduct Investigation Committee**

**42.11** Where a misconduct or serious misconduct matter is referred to a Misconduct Investigation Committee (MIC or the Committee), the relevant senior executive will convene the Committee within ten (10) working days (where practicable).

**42.12** Where such a Committee is established, it will comprise:

**42.12.1** A Chairperson (who is not a union official) appointed by the Vice-Chancellor from a list of Chairpersons agreed between the University and CPSU or NTEU;

**42.12.2** an employee nominated by the University; and

**42.12.3** an employee nominated by the CPSU or NTEU.

**42.13** The terms of reference of the Committee are to report on the facts relating to the allegations that have been denied in the alleged misconduct or serious misconduct matter, including whether there any mitigating circumstances evident, and make a finding as to whether misconduct or serious misconduct has occurred, and to recommend appropriate action.

**42.14** The Committee will:

**42.14.1** conduct proceedings in private, unless the employee and the University agree otherwise;

**42.14.2** allow the employee and the University to be assisted and/or represented by a person of their choice who is an employee of the University, or by an officer of a relevant employer association or the NTEU or the CPSU (but not a solicitor or barrister in private practice);

**42.14.3** provide an opportunity for the employee to be interviewed, and ensure an adequate opportunity to answer the allegations and to put a case;

**42.14.4** interview any other person and consider any further material as it believes appropriate to establish the merits or facts of the case;

**42.14.5** provide the right for the employee (and their representative) and the relevant senior executive (and their representative) to be present during the conduct of interviews; ask questions of interviewees; make submissions; and present and challenge evidence (where the employee is unable to attend, the Committee may either proceed or elect to reconvene);

**42.14.6** conduct all proceedings as expeditiously as possible consistent with the principles of procedural fairness;

**42.14.7** keep a record of the proceedings (but not its own deliberations) which will be available to either party on request; and

**42.14.8** make its report available to the Vice-Chancellor and the employee within ten (10) working days of the conclusion of the proceedings.

### **Actions following the Committee's Report**

- 42.15** The employee will have ten (10) working days after being sent the Investigation Committee's report or a report pursuant to sub clause 42.9.4 to write to the Vice-Chancellor and raise any concerns about the process or to outline any mitigating circumstances or other factors that they wish to have taken into account prior to a final decision being made.
- 42.16** The Vice-Chancellor will consider the report and any written response from the employee and will determine such action as he/she deems appropriate. Termination of employment would only be for serious misconduct. For matters that have been before a MIC, if the Vice-Chancellor believes that the matter(s) may constitute serious misconduct he/she may request the record of the proceedings of the Investigation Committee and any other information used by the Investigation Committee to make its findings before making a decision.
- 42.17** Once a determination is made, the employee will be advised of the decision and of the operative date of any disciplinary action to be taken. Where the decision is that there has been no misconduct or serious misconduct the advice may, by agreement with the employee, be published in an appropriate manner.
- 42.18** All decisions of the Vice-Chancellor under this clause will be final, provided that nothing in this clause will be construed as excluding the jurisdiction of any external court or tribunal which, but for this clause, would be competent to deal with the matter.

### **Suspension**

- 42.19** At the time of notifying the employee in accordance with sub clause 42. 6, the Vice-Chancellor may suspend the employee with or without pay, if the alleged conduct is serious misconduct of such a nature that it would be unreasonable to continue the employee's attendance at work pending further investigation. A decision to suspend without pay should only be made in exceptional circumstances where the nature of the allegation/s made are serious, involving conduct and/or incidents which create a reasonable expectation of imminent or serious risk to any person/s or to the University's business, provided that:
- 42.19.1** where suspension without pay occurs at a time when the employee is on paid leave of absence, the employee will continue to receive a salary for the period of leave of absence;
- 42.19.2** the employee may engage in paid employment or draw on any recreation leave or long service leave credits for the duration of the suspension without pay;
- 42.19.3** the Vice-Chancellor may at any time direct that salary be paid on the ground of hardship;
- 42.19.4** where a suspension without pay has been imposed and the matter is subsequently referred to a Misconduct Investigation Committee, the Vice-Chancellor will ensure that the Committee at its first meeting determines whether suspension without pay should continue and the Committee will have the power to revoke such a suspension from its date of effect. The Vice-Chancellor may also review the decision to suspend the employee

without pay at any time, or on a request from the employee. The suspension without pay will continue during any review period.

**42.19.5** if no disciplinary action is taken against the employee, the employee will be paid the salary that has been withheld. If it is determined that the alleged misconduct is partly substantiated, the Vice-Chancellor may exercise discretion to reimburse an amount of the withheld salary.

**42.20** During any period of suspension the employee may be excluded from the University provided that he/she will be permitted reasonable access to the University, subject to prior approval on each occasion by a specified University officer, for preparation of his/her case and to collect personal property.

### **43. DOCUMENTATION**

**43.1** A record of any formal meetings/counselling sessions or reports will be kept and a copy supplied to the employee concerned.

**43.2** Where a document relating to an employee's performance is held by the University, the employee must be given a copy of the document and an opportunity to reply to any matters raised therein.

**43.3** All documentation relating to the procedures set out in this Part must be handled securely and in confidence.

## **PART G – WORKING ARRANGEMENTS**

### **44. ORDINARY HOURS OF WORK**

**44.1** “**Ordinary daily hours**” means seven (7) hours per day within the span of hours for the position, or pro rata in the case of part time employees.

**44.2** Except as provided in clause **44.3**, the ordinary hours of work of employees will be as set out below:

<b>Type of Employee</b>	<b>Ordinary Hours of Work</b>
Shift Workers	70 hours per fortnight averaged over a full shift roster
Cleaning Staff excluding college cleaners	70 hours per fortnight (Mon-Fri)
Library & Computer Support Staff	70 hours per fortnight between 7.00am & 9.30pm (Mon-Fri)
Technical & Research Staff	70 hours per fortnight between 7.00am & 10.15pm
Domestic Staff (including college cleaners)	70 hours per fortnight between 5.00am & 10.15pm
Farm Staff	70 hours per fortnight between 5.30am & 6.30pm
Kitchen & Dining Hall Staff	70 hours per fortnight between 5.30am & 10.15pm
Sports Union – Non-administrative staff	70 hours per fortnight between 7.00am & 10.00pm (Mon-Fri); and 8.00am & 10.00pm (Sat & Sun)
All other Employees (other than casuals but including administrative staff)	35 hrs per week (Mon-Fri) or 70 hrs/fortnight; between 6.00am & 7.00pm (Mon-Fri)
English Language Centre teaching staff	35 hours per week between 7.00 am & 8.00 pm (Mon-Fri)
IELTS Invigilators, Clerical Markers and Examiners	70 hours per fortnight between 7.00 am & 8.00 pm

**44.3** An employee's ordinary hours of work will be as follows for those times when the employee is involved in essential work for the conduct of and preparation for:

- University exams
- Graduation
- Residential schools
- Orientation week
- Open and career days (including Information Weekend)
- Such other occasions or categories as may be recommended by the Staff Consultative Committee (GTCC) and approved by the University.

<b>Type of Employee</b>	<b>Ordinary Hours of Work</b>
Shift Workers	70 hours per fortnight averaged over a full shift roster
Cleaning Staff excluding college cleaners	70 hours per fortnight
Teaching and Learning Centre staff (other than administrative staff)	70 hours per fortnight between 7.00am & 10.30pm
Library & Computer Support Staff	70 hours per fortnight between 7.00am & 9.30pm
Technical & Research Staff	70 hours per fortnight between 7.00am & 10.15pm
Domestic Staff (including college cleaners)	70 hours per fortnight between 5.00am & 10.15pm
Farm Staff	70 hours per fortnight between 5.30am & 6.30pm
Kitchen & Dining Hall Staff	70 hours per fortnight between 5.30am & 10.15pm
Sports Union – Non-administrative staff	70 hours per fortnight between 7.00am & 10.00pm
All other Employees (other than casuals but including administrative staff)	35 hours per week or 70 hours/fortnight; between 6.00am & 7.00pm
English Language Centre teaching staff	35 hours per week between 7.00 am & 8.00 pm
IELTS Invigilators, Clerical Markers and Examiners	70 hours per fortnight between 7.00 am & 8.00 pm

**44.4** An employee must be rostered off at least four (4) days per fortnight. Two of these days must be a consecutive Saturday and Sunday, except during “essential work” activities as listed in clause **44.3**.

**44.5** In allocating rostered days off to employees, a supervisor will ensure that:

**44.5.1** a reasonably equitable allocation of rostered days off is made;

**44.5.2** consideration is given to an employee’s religious/cultural obligations;

**44.5.3** consideration is given to an employee’s family and community obligations (e.g. sporting commitments and ability to organise childcare).

**44.6** Where mutually agreed, employees may have their ordinary daily hours or part thereof rostered on any twenty (20) days within a twenty-eight (28) day cycle.

## **45. ROSTERS**

**45.1** Where a employee is required to work a roster the following provisions will apply:

**45.1.1** Work rosters will be posted in a readily accessible place.

**45.1.2** All rosters will indicate the commencement and cessation times of the ordinary hours of work of the respective shifts for each employee.

**45.1.3** Changes of shift in rosters will, where possible, be notified at least seventy-two (72) hours before they become operative.

**45.1.4** Changes of rosters will, where possible, be notified at least seven (7) days prior to becoming operative.

**45.1.5** Provided that a shift or roster may be changed at any time to enable the function of the University to be carried out, where another employee is absent from duty on account of illness or in an emergency, but provided further that if such alteration involves an employee working on a day which

would have been the employee's day off, such time worked on that day will be paid at overtime rates.

**45.1.6** Places in shifts or rosters may be interchanged by agreement between the employees and the University, provided that the University will not incur additional shift or overtime penalties as a consequence of the interchange.

**45.1.7** Employees may be rostered on seventy (70) hours per fortnight when averaged over a full roster cycle.

## **46. MEAL AND TEA BREAKS**

**46.1** An employee will not normally be required to work more than five continuous hours without an unpaid meal break of at least thirty (30) minutes. Such break may be waived to a maximum period of six (6) hours without a break where there is mutual agreement between the employee and their supervisor.

**46.2** A maximum of two paid tea breaks, where taken, will be of ten (10) minutes duration each day and must be taken on site. Untaken tea breaks can not be taken as flexi time or time-off-in-lieu.

## **47. TEN HOUR BREAKS**

**47.1** When overtime is necessary it will, wherever reasonably practical, be so arranged that employees have at least ten (10) consecutive hours off duty between the work of successive days.

**47.2** Where an employee is instructed to work any part of a ten (10) hour break between the completion of work on one day and the commencement of work on the next, they will be paid at overtime rates for all time worked until such ten (10) hour break is taken.

**47.3** The provisions of this clause will apply in the case of shift workers as if eight (8) hours were substituted for ten (10) hours 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.

## **48. OVERTIME, SHIFT PENALTIES AND LOADINGS**

**48.1** The University may require, on reasonable notice, an employee to work reasonable overtime at overtime rates.

**48.2** An employee may refuse to work overtime, without prejudice or disadvantage to their employment, in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:

**48.2.1** any risk to employee health and safety;

**48.2.2** the employee's personal circumstances including any family responsibilities;

**48.2.3** the needs of the workplace or enterprise;

**48.2.4** the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and



- 48.2.5** any other relevant matter.
- 48.3** Unless in an emergency, all overtime worked must be authorised in writing in advance by the appropriate supervisor. Shift penalties will not apply where overtime is paid.
- 48.4** Unless there is mutual agreement between the supervisor and the employee regarding flexible working arrangements, including but not limited to time-off-in-lieu, overtime is payable for all work in excess of the ordinary daily hours and for work done outside the ordinary span of hours for the position. Payment of overtime will be calculated to the nearest 15 minute block.
- 48.5** Where flexible working arrangements apply, the maximum number of ordinary hours that can be worked each day before overtime applies will be 10 hours. Each day will stand alone.
- 48.6** A casual employee will only be entitled to overtime where hours worked are in excess of 10 ordinary hours per day. Each day will stand-alone.
- 48.7** An employee on HEO 8.1 or above will not be eligible to receive overtime payments provided that the University may in special circumstances pay overtime or grant time-off-in-lieu.
- 48.8** If an employee is instructed to report for overtime on a day when he/she would not have to work, and on reporting for duty finds that there is no work, the employee will be paid three (3) hours overtime at the appropriate overtime rate.
- 48.9** The following rates are to be paid to eligible employees for:
- 48.9.1** all overtime worked where time off in lieu has not been mutually agreed; or
  - 48.9.2** ordinary hours worked on weekends/public holidays in which case time off in lieu does not apply.

**OVERTIME/LOADING RATES**

<b><u>Day Worked</u></b>	<b><u>Overtime/Loading Rate</u></b>
Monday to Saturday	150% of the ordinary rate of pay for the first two hours; and 200% of the ordinary rate of pay thereafter.
Sunday	200% of the ordinary rate of pay
Public Holidays	250% of the ordinary rate of pay

**Shift Workers**

- 48.10** The provisions of Schedule 5 will apply to shift workers.

**Time off in lieu of overtime**

- 48.11** An employee may choose, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer. This agreement should be in writing. A maximum of 35 hours may be accrued at any one time. The

employee should take the time off within four weeks of working the time off in lieu of payment of overtime.

- 48.12** If an employee takes time off in lieu of payment for overtime then time off in lieu accrues at the same rate as the overtime payment.

### **Part time - employees**

- 48.13** Part-time employees who agree to work above their contract hours will either be entitled to time in lieu or be paid at time and one quarter until the number of ordinary hours for a full time employee have been worked, provided that normal overtime pay applies for work beyond 7 hours per day, 35 hours per week and outside the ordinary span of hours.

- 48.14** Alternatively, a part time employee may elect to have a variation to their contract to reflect the changed hours, in which case sub clause 48.13 would not apply.

## **49. ON-CALL PROVISIONS**

- 49.1** "On-call" means the situation in which an employee is required to be contactable and available for duty at all times during a rostered period for emergency, remote monitoring, maintenance and/or breakdown work. An employee "on-call" will not be required to remain at his/her home.

- 49.2** While "on-call" an employee will receive an allowance for each 24 hour rostered period. The allowance will be 30% of the employee's ordinary daily rate of pay (excluding any bonuses and/or allowances). The on-call allowance is not subject to calculation for superannuation purposes.

- 49.3** Where an employee is able to rectify a fault remotely and the "log on" time is less than thirty (30) minutes, the employee will not receive an overtime payment.

- 49.4** Where an employee is able to rectify a fault remotely and a "log on" session of longer than thirty (30) minutes is necessary, any overtime payable will be paid at the rate of time and one half.

- 49.5** Where an employee is called back to work outside of their normal working hours, overtime will be paid for work time and up to a total of 30 minutes travel time. The payment will be for at least three hours (inclusive of travel time). Any additional return to the University, for the same or related problem, within a minimum overtime period will not attract further payment. Overtime will be paid to the nearest quarter hour (15 minutes).

- 49.6** Where an employee is required to rectify a fault remotely, the normal 10 hour break provisions will apply as if they had returned to the University.

- 49.7** Where necessary, the University will provide the employee with an appropriate on-call kit which may include suitable transport arrangements and suitable means of communication.

- 49.8** For employees employed in the Information Technology Directorate, the additional provisions in Schedule 6 will apply.

## **50. CALL BACK ARRANGEMENTS**

- 50.1** Employees may nominate themselves to be able to be “called back” to perform extra duties outside of their ordinary hours of duty. The employee will not be “on call” but may be contacted if the need arises.
- 50.2** Employees available for “call back” will receive additional remuneration only in cases where they are called back to the University.

### **Payments for call backs**

- 50.3** Where an employee is called back at any time outside of their normal working hours, the appropriate overtime rate will be paid for a minimum of three (3) hours inclusive of a maximum of thirty (30) minutes total travelling time.
- 50.4** Any additional call back within the minimum overtime period, for the same or related problem, will not attract further payment. For example, if an employee is called back at 6.00 pm on a Monday evening and then called back again for the same or related problem at 7.00 pm on the same evening, only one minimum payment of three (3) hours will be paid. Where a single call back extends beyond the three (3) hour minimum, normal overtime rates will be paid for the additional time worked.
- 50.5** All other call backs will be treated as separate calls.
- 50.6** If a call back extends beyond the three hour minimum the employee is entitled to a ten hour break before resuming normal duty.
- 50.7** If an employee is required to use their own vehicle for a call back to their workplace they will be paid mileage allowance for the return journey unless other suitable travel arrangements have been agreed between the employee and their supervisor.
- 50.8** Nothing in this clause restricts the use of flexible working arrangements and/or time off in lieu of overtime as provided for in this Agreement.

## **51. STAND-DOWNS**

- 51.1** When a residential college or the Yarm Gwanga Childcare Centre is in recess and it is necessary to stand down full-time employees, they will be paid half ordinary pay for the period during which they have been stood down.
- 51.2** By mutual agreement between the employee and the University (and without duress), an employee may be stood down outside college/childcare centre recess periods, in which case (unless arrangements for time off in lieu have been agreed between the individual and their Head of College/Director) half ordinary pay will apply for the period stood down.
- 51.3** On the completion of four (4) weeks’ service after the period of stand down the period of such stand down will be taken into account when determining the accrual of annual leave and long service leave.

## **52. HIGHER DUTIES ALLOWANCE**

- 52.1** An employee who temporarily performs the duties of a higher classified position will be entitled to be paid an allowance at the rate equal to the difference between the

employee's salary and the minimum salary for the higher graded position (or pro rata if undertaking part of the duties of a higher classification), subject to performing such duties for a period of five (5) consecutive working days or more and for a maximum period of twenty six (26) weeks continuous duty or more if appropriate, or to cover an employee on leave or otherwise absent from duties or while recruitment action is occurring to fill a position. Part-time and fractional employees should be given equal consideration.

- 52.2** An employee who is recognised as the deputy or assistant of a more senior employee and whose normal duties include deputising for the senior employee will not be eligible for higher duties allowance except if they perform the duties for 10 consecutive working days or more.
- 52.3** Leave taken will be paid at the higher duties rate when such leave is taken during the period of higher duties or, for annual leave, immediately following the period of higher duties.

## **PART H – ENGLISH LANGUAGE CENTRE TEACHING STAFF SPECIFIC MATTERS**

### **53. CLASSIFICATIONS AND CATEGORIES**

- 53.1** On appointment, Senior Language Instructors (SLIs) and Language Instructors (LIs) will be placed on a salary level commensurate with the level for his/her qualifications and experience:
- 53.1.1** Category A commences at a minimum of Level 4 with a maximum of Level 12
  - 53.1.2** Category B commences at a minimum of Level 3 with a maximum of Level 12
  - 53.1.3** Category C commences at a minimum of Level 2 with a maximum of Level 12
  - 53.1.4** Category D commences at a minimum of Level 1 with a maximum of Level 9 provided that a Category D employee who achieves Level 9 may be promoted beyond that Level where that employee can demonstrate that she/he is able to carry out the full range of duties carried out by a Category A, B or C employee.
- 53.2** The commencing salary for a Senior Language Instructor will be no less than Level 8.
- 53.3** Employees will be assigned to one of the following categories based on their qualifications and experience:
- 53.3.1 Category A** – Doctoral or Master's Degree in Applied Linguistics or a TESOL-related field, Bachelor's Degree and Diploma in Education or equivalent.
  - 53.3.2 Category B** – Bachelor's Degree in TESOL-related field and Diploma in Education or equivalent; or Bachelor's Degree in Education plus recognised TESOL certification;
  - 53.3.3 Category C** – Bachelor's Degree and recognised TESOL certification; or Bachelor's Degree including TESOL practical and theoretical pedagogy; or

Bachelor's Degree and teaching qualification plus relevant classroom teaching experience

**53.3.4 Category D** - Other qualifications not provided for above and/or expected to acquire minimum TESOL qualifications

**53.4** Employees will be accredited with teaching experience and be allocated a higher salary in accordance, with the following:

**53.4.1** One (1) increment for each year of full-time equivalent TESOL teaching or equivalent; or

**53.4.2** One (1) increment for each two (2) years of full-time equivalent teaching in other languages to a maximum of three (3) increments.

**53.5** Whenever practical, teaching positions will be offered as continuing positions and/or continuing contingent contracts. Wherever practical, the ratio of hours taught by continuing and/or continuing contingent employees to hours taught by casual employees shall not be less than 3:1.

**53.6** "Continuing Contingent Contract" shall mean a contract for continuing employment that is contingent upon available funding, that is, if the funding that is used to pay for contract ceases to be available then the contract shall be terminated.

**54. DUTIES AND TIME ALLOCATION**

**54.1** Full time teaching employees are appointed for thirty five (35) hours per week allocated as:

**54.1.1** A maximum of twenty (20) hours face-to-face teaching (and/or supervision of students in scheduled classes, tutoring and excursions); and

**54.1.2** Other, non-teaching duties for the balance of the working week, including but not limited to, professional development, preparation for teaching, marking, student advice, administrative tasks, attendance at meetings, syllabus, program and resource development

**54.2** The allocation for part-time Language Instructors is on a pro-rata basis as follows:

	<b>Classroom Teaching</b>	<b>Non-Teaching Duties</b>
EFT 1.0	20 hours	15 hours
EFT 0.9	18 hours	13.5 hours
EFT 0.8	16 hours	12 hours
EFT 0.7	14 hours	10.5 hours
EFT 0.6	12 hours	9 hours
EFT 0.5	10 hours	7.5 hours
EFT 0.4	8 hours	6 hours
EFT 0.3	6 hours	4.5 hours

**54.3** The casual teaching rate as referred to in **Schedule 3** includes one hour of face-to-face teaching and three-quarters of an hour of non-teaching duties.

**54.4** Coordinators of teaching or study tour programs are responsible for the design, preparation (where necessary including teaching materials), assessment, evaluation and reporting of specific programs, together with all associated administrative tasks. In cases where the workload involved in discharging these responsibilities is agreed

by the Director to be exceptionally demanding, an appropriate teaching load reduction may be applied.

**54.5** During reduced or non-teaching periods it is expected that employees will engage in professional activity appropriate to the ELC, including, but not limited to development programs, preparation for future teaching, revision of materials, review of course records, syllabus and materials development and/or review, evaluation and report writing.

## **55. POSITION OF RESPONSIBILITY ALLOWANCES**

**55.1** Allowances as set out in Schedule 3 will apply.

## **56. TEACHING LOAD**

**56.1** National ELICOS Accreditation Scheme (NEAS) guidelines state that there will be no more than 18 students in a class with an average class size of 15. In cases of study tours and other groups not covered by NEAS guidelines, there will be no more than 20 students in a class, unless the Supervisor has consulted with the responsible employees and ensured that appropriate support is in place.

# **PART I – CESSATION OF EMPLOYMENT**

## **57. RESIGNATION**

**57.1** A continuing or fixed term employee may resign from their employment with the University by giving (in writing) two weeks notice.

**57.2** Unless otherwise agreed, an employee will forfeit pay equivalent to the notice period (or part thereof dependent on length of notice given) where the full notice period is not provided to the University.

## **58. TERMINATION OF EMPLOYMENT**

### **Notice upon Termination**

**58.1** Except as otherwise provided for elsewhere in this Agreement, the employee must be given the following minimum period of notice or payment in lieu as follows:

<b>Period of continuous service</b>	<b>Period of notice</b>
Up to the completion of 3 years	2 weeks
3 year and up to the completion of 5 years	3 weeks
5 years and over	4 weeks

**58.2** A probationary employee with less than 1 year's service will only be entitled to one week's notice.

**58.3** In addition to this period of notice, employees who are over 45 years of age at the time of giving of notice and who have at least two (2) years continuous service with the University will receive an additional one (1) week of notice.

**58.4** The period of notice, or payment in lieu thereof, in this clause will not apply where employment is terminated as a consequence of serious misconduct such that it would

be unreasonable to require the University to continue employment during a period of notice.

- 58.5** The University may terminate the employment of casual and casual student employees on the giving of one (1) hours notice.

## **59. ABANDONMENT OF EMPLOYMENT**

- 59.1** Where an employee is absent from duty without permission for a continuous period of 5 working days or more, the Head of Cost Centre, or nominee, will make all reasonable attempts to contact the employee requesting the reason for the unauthorised absence.

- 59.2** This will include the Head of Cost Centre, or nominee sending a registered letter to the employee at their last known address informing them that, unless they inform the Head of Cost Centre of the reason for their absence, or unless they return to duty within 10 days after the date of which the letter was sent, the employment of the employee may be terminated.

- 59.3** If the employee fails to respond to the University's correspondence within 10 working days then the Head of Cost Centre will send the employee a letter advising them that their appointment has been terminated effective from the date of that letter.

## **60. MEDICAL RETIREMENT**

- 60.1** Where the University believes that the capacity of an employee to perform the duties of his/her position is in serious doubt due to health reasons the University may require, in writing, any employee to undergo a medical examination by a medical practitioner chosen by the University, on written notice of not less than one month. A shorter period may be mutually agreed having regard to the availability of medical services. Agreement will not be unreasonably withheld.

- 60.2** The cost of the medical examination and the reasonable expenses of the employee in attending the examination will be borne by the University.

- 60.3** The relevant position statement/classification descriptor and a statement of the University's concerns will be provided to the medical practitioner as a basis for assessment. The employee will be provided with a copy of these and given an opportunity to provide a response, including, material from the employee's own registered health practitioner, to the medical practitioner. The employee will remain on paid sick leave during the notice period.

- 60.4** The purpose of the assessment is to determine whether the employee is able to perform the duties of her/his office or not and, if not, whether it is a temporary incapacity or not. If it is a temporary incapacity, the assessment will include the extent of the incapacity, expected duration, and whether reasonable accommodation measures could address the issues. If reasonable accommodation measures are recommended these should be described.

- 60.5** A copy of the medical report made by the medical practitioner pursuant to sub clause 60.1 will be made available to the University, the employee and the employee's Doctor.

- 60.6** The employee may elect during the notice period to apply to his/her superannuation fund for ill-health retirement or temporary disability benefit. The University will suspend any action under this clause while an application is under consideration, or the employee is demonstrably meeting prerequisites in order to make such an application.
- 60.7** Where the superannuation fund decides that the employee, following a period of receipt of a temporary disability benefit, is capable of resuming work and the University elects to dispute this decision, the University may proceed in accordance with this clause without further recourse to the provisions of sub clause 60 .6.
- 60.8** If the medical examination reveals that the employee is unable to perform his or her duties and is unlikely to be able to resume them within a reasonable period, being not less than twelve (12) months, the University may, subject to sub clauses 60.9 and 60.10, terminate the employment of the employee in accordance with the notice required by the employee's contract of employment, or where no notice is specified a period of six (6) months.
- 60.9** Prior to taking action to terminate the employment of an employee, the University may offer the employee the opportunity to submit a resignation and, if such a resignation is offered, will accept it and not proceed with action to terminate employment.
- 60.10** If the employee wishes to appeal the findings contained in the medical report, the employee must do so by:
- 60.10.1** giving the University written notice of the intention to appeal within 14 days of the report being made available;
  - 60.10.2** lodging any appeal documents within one month of the notice of appeal, including a report from a suitably qualified medical practitioner which states an alternate view to that contained in the medical report.
- 60.11** Where an appeal has been lodged by an employee in accordance with sub clause 60.10, the employee will be referred to his/her superannuation scheme to determine whether the employee would qualify for a temporary or permanent disability pension. Both the medical reports referred to in sub clauses 60.5 and 60.10 will be provided to the superannuation scheme. The Vice Chancellor will make a final determination on whether or not the employee's employment should be terminated considering the determination of the superannuation scheme. The University will not terminate the employment of the employee unless and until the findings of the report are confirmed by the appeals process.
- 60.12** The University may construe a failure by an employee to undergo a medical examination in accordance with these procedures within 2 months of a written notification to do so as prima facie evidence that such a medical examination would have found that the employee is unable to perform his or her duties and is unlikely to be able to resume them within 12 months. The University may then terminate the employee's employment, provided that such a refusal by an employee in these circumstances will not constitute misconduct nor lead to any greater penalty or loss of entitlements than would have resulted from an adverse medical report.



## **PART J – GRIEVANCES and DISPUTE RESOLUTION PROCEDURES**

### **61. GRIEVANCES**

**61.1** This clause covers grievances and complaints which may arise in the workplace. It should be read in conjunction with UNE's policies with regard to harassment, bullying, unlawful discrimination or vilification. This clause does not cover industrial disputes in accordance with clause 62, or grievances between students and employees. Decisions relating to appointment, or termination of employment under probation, or decisions about which there is a designated alternative appeal / review procedure, will not be covered by this clause.

**61.2** A complaint or grievance may be made by an employee about:

**61.2.1** his or her workplace or another employee,

**61.2.2** a decision affecting their employment,

**61.2.3** unfair treatment,

**61.2.4** harassment,

**61.2.5** bullying,

**61.2.6** unlawful discrimination or vilification.

### **61.3 Definitions**

**61.3.1** A *complaint* is an informal concern expressed by an employee about an issue relating to their employment.

**61.3.2** A *grievance* is a formal complaint made in writing by an employee about an issue relating to their employment.

**61.3.3** For the purposes of this clause, the definition of bullying in Clause 73: Dignity and Respect at Work will apply.

**61.3.4** *Natural justice* involves decision-makers informing people of the case against them, giving them a right to be heard, not having a personal interest in the outcome, addressing the issue without undue delay and acting only on the basis of sound reasoning and relevant evidence.

### **61.4 Principles**

**61.4.1** All matters relating to a complaint or grievance must be kept confidential by persons involved and are not to be discussed publicly by other employees who may learn about complaints or grievances. A breach of confidentiality may be a misconduct matter.

**61.4.2** All parties will act in accordance with the principles of natural justice.

**61.4.3** All parties will act to solve complaints and grievances quickly and to the extent possible facilitating mutual agreement between the parties as to the outcome.

**61.4.4** All parties will facilitate resolution of the grievance as close to the source as possible.

**61.4.5** For matters that should more correctly be dealt with under different provisions (e.g. unsatisfactory performance, misconduct / serious misconduct), the Head of Cost Centre / nominated University officer will proceed in accordance with the relevant provisions.

**61.4.6** Employees may be accompanied by a support person of their choice (who is also a UNE employee but is not a practising solicitor or barrister) at any meeting with the supervisor or other delegated University officer where a complaint or grievance is to be discussed. A support person's role is to support, not to advocate for or speak on behalf of the employee, nor to make submissions themselves.

**61.4.7** Assistance or advice may be sought at any time from an authorised University equity representative. This may include confidentially discussing informal and formal options available, or a request for mediation.

### **Complaints**

**61.5** An employee who has a complaint should, where appropriate, try to settle the matter themselves through informal discussion.

**61.6** If the complaint cannot be settled informally by the employee, or the employee feels unable to undertake such a process himself / herself or considers it is unlikely to result in resolution, they should refer the matter to their supervisor who will attempt to resolve the matter informally. (Where the complaint is against the employee's supervisor, the matter should be referred to the next-in-line supervisor.)

**61.7** The relevant supervisor will attempt to resolve the matter informally by providing an opportunity to reach an agreement that all parties are willing to accept. This may include the supervisor making a determination / recommendation on the matter. An equity representative may be requested by any of the parties to be present or to assist.

**61.8** If resolution is not reached, the aggrieved employee may choose to lodge a formal grievance.

### **Grievances**

**61.9** A grievance must be lodged in writing with the Head of Cost Centre, setting out the specific nature of the grievance. (Where the grievance is with the Head of Cost Centre, the grievance should be lodged with the relevant senior executive officer.)

**61.10** Any grievance which is put in writing will be made available to the person/s identified in the grievance for their response. No formal action can be taken if the aggrieved employee asks that their grievance be anonymous or is not specific.

#### **Grievance relating to a decision**

**61.11** A grievance regarding a decision affecting the employee's employment or about his / her workplace must be made within five (5) working days of the employee becoming aware of the decision or the workplace issue.

**61.12** The Head of Cost Centre, or other nominated University officer, will:

**61.12.1** attempt to settle the matter informally (if this step has not been completed); and/or

**61.12.2** make reasonable enquiries and make a determination/recommendation on the matter; and/or

**61.12.3** determine that this is a matter that should be dealt with under different provisions (see 61.4.5) and proceed accordingly; and/or

**61.12.4** refer the matter to another nominated University officer if, for example, there is a conflict of interest, who will undertake the relevant process.

**61.13** A grievance regarding a decision affecting the employee's employment or about his / her workplace will normally be resolved within ten (10) working days of the Head of Cost Centre or other senior executive officer receiving notification of the grievance.

**61.14** Depending on the nature of the grievance, the decision/s that are the subject of the grievance will not be implemented or continued until the grievance procedure has been followed, so long as this would not unduly disrupt the work of the University or have a significant negative impact. No industrial dispute action will be taken about the grievance while the grievance procedure is being followed.

**Grievance relating to another employee**

**61.15** A grievance regarding another employee may not be notified later than three (3) months after the date on which the action (last action or pattern of actions) is alleged to have taken place.

**61.16** In exceptional circumstances a grievance may be considered after three (3) months, if good reason is shown.

**61.17** The Head of Cost Centre, or other nominated University officer, will advise the employee against whom the allegations have been made, that a grievance has been lodged, and provide a copy of the grievance and the complainant's identity.

**61.18** The employee against whom the allegations are made then has five (5) working days to respond, in writing, to the allegations. This response time may be increased to take into account the seriousness of the complaint or availability issues. All parties must be made aware that any retaliatory action is unlawful and may be misconduct or serious misconduct.

**61.19** The Head of Cost Centre, or other nominated University officer, will:

**61.19.4** attempt to settle the matter informally (if this step has not been completed); and/or

**61.19.5** make reasonable enquiries and make a determination/recommendation on the matter; and/or

**61.19.6** determine that this is a matter that should be dealt with under different provisions (see 61.4.5) and proceed accordingly; and/or

**61.19.7** refer the matter to another nominated University officer if, for example, there is a conflict of interest, who will undertake the relevant process.

**61.20** The aggrieved employee/s and employee/s who were the subject of the grievance will be provided with a written copy of any action/s to be taken as a result of the resolution of the grievance.

**61.21** As far as possible, a formal grievance process regarding another employee is to be completed within a period of 3 months from the date the grievance was lodged with the Head of Cost Centre.

- 61.22** Offers, agreements and other outcomes of a grievance are not precedents for similar grievances and will not prejudice positions that the University, the union/s or the employee/s may take either in similar circumstances or on more general issues.
- 61.23** If the grievance is not resolved, the Head of Cost Centre (or the relevant senior executive officer) will refer the matter and all associated documentation to the Vice-Chancellor (or nominee) for a final determination.

## **62. DISPUTE RESOLUTION PROCEDURES**

- 62.1** The following Industrial Dispute procedure must be used to settle any industrial dispute which may arise about the application of, or matters arising under, this Agreement or the National Employment Standards.
- 62.2** Until the procedures described in subclause 62 .3 have been completed:
- 62.2.1** work must continue in the normal manner prevailing at the time of the dispute. However, depending on the nature of the dispute, the matters in dispute will not be implemented or continued so long as this would not unduly disrupt the work of the University or have a significant negative financial impact.
  - 62.2.2** nothing must be changed which is the subject of the dispute except to the extent necessary to address, where applicable, an occupational health and safety risk;
  - 62.2.3** no industrial action will be taken about the dispute; and
  - 62.2.4** no action will be taken which may exacerbate the dispute.
- 62.3** If there is an industrial dispute the following procedure must be followed:
- 62.3.1** In the first instance, an employee/s and/or their NTEU/CPSU representative/s, and the University representative/s will discuss the dispute and attempt to reach Agreement within seven calendar days of the dispute first being notified in writing unless agreed otherwise.
  - 62.3.2** At the election of either party to the dispute, where they believe it would be beneficial to have further discussion, within seven days or other agreed timeframe, at least one further meeting will be held to attempt to resolve the matter.
  - 62.3.3** During this internal process, the employee and the University may request representation by a person or organisation of their choice but not a member of the legal profession in private practice.
  - 62.3.4** Should the dispute not be resolved by the process referred to above, the matter may be referred by any party to the dispute to Fair Work Australia (FWA) for resolution by conciliation, or where conciliation does not resolve the dispute by arbitration, in resolving the dispute FWA can exercise any of its powers under the Fair Work Act. The parties to the dispute will be bound by and implement any recommendation or decision of FWA subject to an appeal to the Full Bench of FWA.
- 62.4** Nothing in this clause prevents the parties to the dispute from agreeing to refer an unresolved dispute to a person or body other than FWA for resolution, in which case the parties agree to be bound by any recommendation to resolve the dispute, made

by the agreed person or body. Such agreed person or body may exercise such powers and functions as the parties agree are appropriate at the time.

## **PART K – MISCELLANEOUS**

### **63. OCCUPATIONAL HEALTH AND SAFETY**

**63.1** The University is committed to creating and maintaining a healthy and safe working environment. The appropriate *UNE Occupational Health and Safety Policy* will apply as amended from time to time.

**63.2** Employees have a right to:

**63.2.1** have a safe and healthy workplace;

**63.2.2** know what health and safety risks they are exposed to at work;

**63.2.3** appropriate health and safety: (i) induction; (ii) instruction, training and supervision;

**63.2.4** have the information they need to work safely, such as safe work practices;

**63.2.5** access to adequate first aid facilities which will be provided by the University;

**63.2.6** provision of personal protective equipment by the University;

**63.2.7** a smoke-free working environment.

**63.3** Employees will be advised through established OH&S consultative systems about identified health and safety risks in their work areas and measures to eliminate or control them.

**63.4** A risk management process utilising the appropriate Australian Standards will be used to determine the number and location of emergency personnel including, first aid officers. During the period of appointment, first aid officers will be paid an allowance as set out in Schedule 4. The first aid allowance will increase in accordance with the salary increases applicable to this Agreement

**63.5** The University will pay for these employees to obtain and/or renew the appropriate first aid qualification/s.

### **64. INTELLECTUAL PROPERTY**

**64.1** Intellectual property rights include:

**64.1.1** the rights of employees to an appropriate share in the ownership of intellectual property, including intellectual property arising from on-line teaching and learning, research, offshore work and appropriately approved paid outside work;

**64.1.2** recognition of the moral rights of employees over intellectual property;

**64.1.3** recognition of the University's rights in intellectual property ;

**64.2** Appeals over intellectual property matters which are not able to be resolved in the first instance by the employee and supervisor may be referred by either party to the PVC (Research). If the matter remains unresolved either party may lodge a dispute in accordance with clause 62.

## **65. OFFICE FACILITIES**

**65.1** The University shall provide to the NTEU and CPSU, free of charge, access to secure offices connected to power, phone lines etc for the purpose of carrying out the legitimate business of the Unions as the representatives of employees in relation to the matters included in this Agreement. The NTEU and CPSU shall pay for any costs associated with telephones, faxes and internet access and the University will pay for the cost of power and water.

## **66. GENERAL STAFF WORKLOADS**

**66.1** The parties recognise that overwork is a health and safety issue. Therefore workloads will be manageable and without risk to health and safety.

**66.2** The University will ordinarily ensure that no employee is assigned a workload which cannot reasonably be undertaken within the employee's ordinary hours of work and provide a balance between the employee's goals and aspirations and the goals, needs and commitments of the work unit.

**66.3** It is the responsibility of the supervisor to ensure that unreasonable expectations are not put on employees that result in working excessive hours and it is the responsibility of employees to ensure they are not working excessive hours.

**66.4** An employee may raise concerns in writing about the level of their workload with their supervisor in the first instance. Workload concerns should be resolved informally at the level at which they arise by the employee who has raised the concerns and their supervisor. Alternatively, the employee may request a Performance Planning and Review meeting to more formally advise their supervisor of their workload issues and seek to resolve these. If the employee's workload concerns are appropriate then the employee's workload will be adjusted accordingly.

**66.5** Where this does not resolve the employee's concerns, the employee may refer the matters in writing to the Head of the Cost Centre (and provide a copy to the supervisor). The Head of Cost Centre must consult with the supervisor and the Director of Human Resource Services before making a determination. If the Head of Cost Centre is the supervisor of the employee the matter will be referred to their next in-line Manager, who will consult with the supervisor and the Director Human Resource Services, and then make a determination. These determinations are subject to the dispute resolution procedures.

## **67. EMPLOYEE INDUCTIONS**

**67.1** At the conclusion of an induction session union officers shall have reasonable access to new employees who attend such sessions. The University will provide CPSU and NTEU membership forms to employees at induction sessions.

## **68. PAYROLL DEDUCTIONS**

- 68.1** As a service to its employees, the University shall provide for the deduction of union dues from salary at a rate or amount advised from time to time as payable under the Union's rules, where this has been authorised by the employee. There shall be no charge to the employee for this service. The employee or the Union shall be entitled to cancel the arrangement by advice in writing.
- 68.2** The University shall not increase the amount (or where applicable the rate), if any, of charge for any such deduction.
- 68.3** The University shall provide to any Union member, where the Union member has authorised this, for the deduction of an amount from each pay in favour of Australian People for Health Education and Development Abroad (APHEDA).

## **69. UNION RIGHTS**

- 69.1** Accredited union delegate shall mean an employee who has been elected, in accordance with the respective union's rules, to one of the following:
- the UNE CPSU Branch Committee, and/or
  - the UNE NTEU Campus Executive, and/or
  - a State or National Conference, Executive, Committee of Management or Council of the union.

A list containing the names of such employees must be provided to the Director Human Resource Services at the commencement of this Agreement and then updated each year.

The size of the UNE CPSU Branch Committee and the UNE NTEU Campus Executive cannot exceed the limits set out in the CPSU UNE Branch Charter and the State NTEU rules respectively.

- 69.2 Leave to Attend Trade Union Courses** - The University will grant accredited union delegates leave with pay to attend union training of up to 5 days per year. Such leave shall count as service for all purposes.
- 69.3 Leave to External Union Meetings** - The University will grant accredited union delegates leave with pay to attend external union meetings of up to 5 days per year. The granting of leave will apply to the following activities undertaken by a Union delegate: Conferences of the Union, Meetings of the Union's Executive, Committee of Management or Councils; Conference of the Unions NSW, and Conferences of the Australian Council of Trade Unions.
- 69.4** Such leave shall count as service for all purposes.

### **Time Release**

- 69.5** No employee will be disadvantaged as a result of union activities conducted in accordance with responsibilities incurred as a result of implementation of this Agreement.

- 69.6** A union delegate will be considered on duty and will be allowed reasonable time for the conduct of authorised union activities.
- 69.7** Authorised union activities will include: attending an industrial tribunal as a participant or witness where the University is a party to the proceedings, attending a union seminar or delegates' council or committee meeting; attending meetings with workplace management and a reasonable period of preparation time before such meetings, presenting information about the union at the completion of induction sessions for new employees, and distributing official union publications or other authorised material at the workplace.
- 69.8 Union meetings** - Unions may hold meetings of members on the premises of the University. Union meetings will be held during meal or other work breaks and may only be held during working hours if agreed between the union and the University.
- 69.9 Notices and resources** - Union delegates may utilise their office facilities to carry out their duties as a union delegate.

## **70. FLEXIBILITY**

- 70.1** Notwithstanding any other provision of this agreement, the University and an individual employee may agree to vary the application of certain terms of this agreement to meet the genuine needs of the University and the individual employee. The agreement between the University and the individual employee must be confined to a variation in the application of one or more of the terms listed in below.

### **70.1.1 Salary Packaging**

An employee may elect packaging of salary for motor vehicles, superannuation, child care at Yarm Gwanga and other items that may be approved in accordance with University policy from time to time.

### **70.1.2 Purchased Leave**

An employee may apply to enter into an agreement with the University to purchase either 10 days (2 weeks) or 20 days (4 weeks) additional leave in a 12 month period.

The purchased leave will be funded through the reduction in the employee's ordinary rate of pay. To calculate the purchased leave rate of pay, the employee's ordinary salary rate will be reduced by the number of weeks of purchased leave and then annualised at a pro rata rate over the 12 month period.

### **70.1.3 Arrangements for when work is performed**

An employee may apply to vary his/her working arrangements in accordance with Clause 15 of this Agreement.

- 70.2** The University may agree to a request, provided the employee and the University genuinely agree to the arrangement without coercion or duress, and the employee is not disadvantaged in relation to their terms and conditions of employment.



The agreement will be taken not to disadvantage the individual employee in relation to their terms and conditions of employment if:

- 70.2.1** the agreement does not result, on balance, in a reduction in the overall terms and conditions of employment of the individual employee under this agreement; and
  - 70.2.2** the agreement does not result in a reduction in the terms and conditions of employment of the individual employee under any other relevant laws of the Commonwealth or any relevant laws of a State or Territory.
- 70.3** The University when seeking to enter into an agreement must provide a written proposal to that employee. Where the employee's understanding of written English is limited the University must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.
- 70.4** The University must ensure that the individual flexibility arrangement:
- 70.4.1** is in writing; and
  - 70.4.2** includes the name of the University and employee; and
  - 70.4.3** is signed by the University and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
  - 70.4.4** includes details of:
    - (a)** the terms of the enterprise agreement that will be varied by the arrangement; and
    - (b)** how the arrangement will vary the effect of the terms; and
    - (c)** how the agreement does not disadvantage the individual employee in relation to the terms and conditions of his or her employment as a result of the arrangement; and
  - 70.4.5** states the day on which the arrangement commences.
- 70.5** The University must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 70.6** The University or employee may terminate the individual flexibility arrangement:
- 70.6.1** by giving no more than 28 days written notice to the other party to the arrangement and the agreement ceasing to operate at the end of the notice period; or
  - 70.6.2** if the University and employee agree in writing — at any time.
- 70.7** The University is responsible for ensuring that all of the requirements of this clause are met.
- 70.8** The University will provide a copy of an employee's flexibility arrangement made under this clause to a Union, upon the written request of the employee.

**70.9** The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between the University and an individual employee contained in any other term of this agreement.

## **71. CHILDCARE FACILITY**

**71.1** The University is committed to providing equal employment opportunities and to identifying and removing barriers to participation and progression in employment.

**71.2** The University undertakes to maintain a child care facility on campus for the life of this agreement.

## **72. AWA'S AND ITEA'S**

**72.1** The University will not enter into an Individual Transitional Employment Agreements (ITEAs) with any employee.

**72.2** The University shall no later than 31 December 2009, provide to each employee who would but for the operation of an ITEA be covered by this Agreement, an offer to terminate the ITEA. Thereafter, the University shall facilitate any request of any such employee for termination of his or her ITEA.

**72.3** This Agreement shall then apply to any employee who terminates his or her ITEA.

**72.4** In this clause "ITEA" includes an AWA.

## **73. DIGNITY AND RESPECT AT WORK**

**73.1** UNE's Dignity and Respect in the Workplace Charter outlines that the University is committed to creating and maintaining a working environment of dignity and respect. It is the responsibility of all employees and managers to treat each other with dignity and respect, and to not engage in bullying and harassing behaviours.

**73.2** Bullying and harassment behaviour is not acceptable. It is behaviour aimed to demean, humiliate or intimidate employees either as individuals or as a group, by: unwelcome and unreasonable behaviour that creates a hostile, uncomfortable or offensive work atmosphere; and/or the misuse of relative and/or assumed power, including unjustifiable differential treatment.

**73.3** If an employee believes they are being bullied, they should follow information outlined in UNE policy and websites relating to preventing bullying at UNE: talk to someone, seek advice, and achieve resolution. Resolution may be achieved in a range of ways, which may include through UNE's mediation policy and procedures, or through a complaint process. The grievance procedure at clause 61 of this Agreement can apply.

**SCHEDULE 1 - SALARY RATES – FULL TIME GENERAL STAFF**

Unless otherwise prescribed, the minimum salaries payable to full-time general staff will be as set out below:

<b>LEVEL</b>	<b>Current Salary 1st Pay Period on or after 30-Jun-08</b>	<b>2% SALARY INCREASE 1st Pay Period on or after 1-Apr-09</b>	<b>2% SALARY INCREASE 1st Pay Period on or after 1-Sep-09</b>	<b>4% SALARY INCREASE 1st Pay Period on or after 30-Jun-10</b>	<b>4% SALARY INCREASE 1st Pay Period on or after 30-Jun-11</b>	<b>4% SALARY INCREASE 1st Pay Period on or after 30-Jun-12</b>
HEO 10	85,243	86,948	88,687	92,234	95,924	99,761
HEO 9.4	85,212	86,916	88,655	92,201	95,889	99,724
HEO 9.3	83,495	85,165	86,868	90,343	93,957	97,715
HEO 9.2	81,589	83,221	84,885	88,281	91,812	95,484
HEO 9.1	79,684	81,278	82,903	86,219	89,668	93,255
HEO 8.5	79,570	81,161	82,785	86,096	89,540	93,121
HEO 8.4	76,818	78,354	79,921	83,118	86,443	89,901
HEO 8.3	74,067	75,548	77,059	80,142	83,347	86,681
HEO 8.2	71,314	72,740	74,195	77,163	80,249	83,459
HEO 8.1	68,564	69,935	71,334	74,187	77,155	80,241
HEO 7.5	68,466	69,835	71,232	74,081	77,045	80,126
HEO 7.4	66,638	67,971	69,330	72,103	74,988	77,987
HEO 7.3	64,807	66,103	67,425	70,122	72,927	75,844
HEO 7.2	62,978	64,238	65,522	68,143	70,869	73,704
HEO 7.1	61,149	62,372	63,619	66,164	68,811	71,563
HEO 6.5	61,102	62,324	63,571	66,113	68,758	71,508
HEO 6.4	59,723	60,917	62,136	64,621	67,206	69,894
HEO 6.3	58,348	59,515	60,705	63,133	65,659	68,285
HEO 6.2	56,968	58,107	59,270	61,640	64,106	66,670
HEO 6.1	55,589	56,701	57,835	60,148	62,554	65,056
HEO 5.5	55,550	56,661	57,794	60,106	62,510	65,011
HEO 5.4	53,706	54,780	55,876	58,111	60,435	62,853
HEO 5.3	51,863	52,900	53,958	56,117	58,361	60,696
HEO 5.2	50,019	51,019	52,040	54,121	56,286	58,538
HEO 5.1	48,173	49,136	50,119	52,124	54,209	56,377
HEO 4.4	48,152	49,115	50,097	52,101	54,185	56,353
HEO 4.3	46,924	47,862	48,820	50,773	52,803	54,916
HEO 4.2	45,695	46,609	47,541	49,443	51,420	53,477
HEO 4.1	44,467	45,356	46,263	48,114	50,039	52,040
HEO 3.5	44,386	45,274	46,179	48,026	49,947	51,945
HEO 3.4	43,481	44,351	45,238	47,047	48,929	50,886
HEO 3.3	41,953	42,792	43,648	45,394	47,210	49,098
HEO 3.2	40,430	41,239	42,063	43,746	45,496	47,316
HEO 3.1	38,907	39,685	40,479	42,098	43,782	45,533

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HEO 2.3	38,768	39,543	40,334	41,948	43,626	45,371
HEO 2.2	38,125	38,888	39,665	41,252	42,902	44,618
HEO 2.1	37,051	37,792	38,548	40,090	41,693	43,361
HEO 1.4	36,957	37,696	38,450	39,988	41,588	43,251
HEO 1.3	35,943	36,662	37,395	38,891	40,447	42,064
HEO 1.2	34,830	35,527	36,237	37,687	39,194	40,762
HEO 1.1	33,719	34,393	35,081	36,484	37,944	39,462

## **SCHEDULE 2 - SALARY RATES – CASUAL GENERAL STAFF**

**2.1** The hourly rates payable to casual general staff will be as follows (this includes a casual loading of 25%):

<b>HEO LEVEL</b>	<b>Current Rates 1st Pay Period on or after 30-Jun-08</b>	<b>2% SALARY INCREASE 1st Pay Period on or after 1-Apr-09</b>	<b>2% SALARY INCREASE 1st Pay Period on or after 1-Sep-09</b>	<b>4% SALARY INCREASE 1st Pay Period on or after 30-Jun-10</b>	<b>4% SALARY INCREASE 1st Pay Period on or after 30-Jun-11</b>	<b>4% SALARY INCREASE 1st Pay Period on or after 30-Jun-12</b>
<b>1</b>	22.41	23.23	23.69	24.64	25.63	26.65
<b>2</b>	24.62	25.52	26.03	27.07	28.16	29.28
<b>3</b>	25.86	26.81	27.34	28.44	29.57	30.76
<b>4</b>	29.55	30.63	31.24	32.49	33.79	35.14
<b>5</b>	32.02	33.19	33.86	35.21	36.62	38.08
<b>6</b>	36.94	38.29	39.06	40.62	42.24	43.93

### **2.2 APPRENTICE SALARY RATES**

The minimum annual salary payable to apprentices covered by this Agreement will be as follows:

<b>DESCRIPTION</b>	<b>Current Rates 1st Pay Period on or after 30-Jun-08</b>	<b>2% SALARY INCREASE 1st Pay Period on or after 1-Apr-09</b>	<b>2% SALARY INCREASE 1st Pay Period on or after 1-Sep-09</b>	<b>4% SALARY INCREASE 1st Pay Period on or after 30-Jun-10</b>	<b>4% SALARY INCREASE 1st Pay Period on or after 30-Jun-11</b>	<b>4% SALARY INCREASE 1st Pay Period on or after 30-Jun-12</b>
HEO Apprentice Level 1 (45% of HEO LEVEL 3.1)	17,508	17,858	18,215	18,944	19,702	20,490
HEO Apprentice Level 2 (60% of HEO LEVEL 3.1)	23,344	23,811	24,287	25,259	26,269	27,320
HEO Apprentice Level 3 (75% of HEO LEVEL 3.1)	29,181	29,765	30,360	31,574	32,837	34,151
HEO Apprentice Level 4 (90% of HEO LEVEL 3.1)	35,017	35,717	36,432	37,889	39,405	40,981

**2.3 CASUAL STUDENT SALARY RATES**

The hourly rates payable to casual student employees will be as follows:

<b>DESCRIPTION</b>	<b>Current Rates</b> 1st Pay Period on or after 30-Jun-08	<b>2% SALARY INCREASE</b> 1st Pay Period on or after 1-Apr-09	<b>2% SALARY INCREASE</b> 1st Pay Period on or after 1-Sep-09	<b>4% SALARY INCREASE</b> 1st Pay Period on or after 30-Jun-10	<b>4% SALARY INCREASE</b> 1st Pay Period on or after 30-Jun-11	<b>4% SALARY INCREASE</b> 1st Pay Period on or after 30-Jun-12
Student Rate 1 (85% of HEO Casual Level 3)	21.98	22.79	23.24	24.17	25.14	26.14
Student Rate 2 (90% of HEO Casual Level 3)	23.27	24.13	24.61	25.59	26.62	27.68

## SCHEDULE 3 - SALARY RATES – ENGLISH LANGUAGE CENTRE EMPLOYEES

### 3.1 FULL TIME ENGLISH LANGUAGE CENTRE EMPLOYEES SALARY RATES

3.1.1 The salary rates inclusive of annual leave loading for English Language Centre Employees will be:

SALARY LEVEL	Current Salary	2% SALARY INCREASE	2% SALARY INCREASE	4% SALARY INCREASE	4% SALARY INCREASE	4% SALARY INCREASE
	1st Pay Period	1st Pay Period	1st Pay Period	1st Pay Period	1st Pay Period	1st Pay Period
	on or after 30-Jun-08	on or after 1-Apr-09	on or after 1-Sep-09	on or after 30-Jun-10	on or after 30-Jun-11	on or after 30-Jun-12
1	43,446	44,315	45,201	47,009	48,890	50,845
2	44,128	45,011	45,911	47,747	49,657	51,643
3	45,492	46,402	47,330	49,223	51,192	53,240
4	46,892	47,830	48,786	50,738	52,767	54,878
5	49,067	50,048	51,049	53,091	55,215	57,424
6	50,515	51,525	52,556	54,658	56,844	59,118
7	51,968	53,007	54,068	56,230	58,479	60,819
8	53,417	54,485	55,575	57,798	60,110	62,514
9	54,876	55,974	57,093	59,377	61,752	64,222
10	56,754	57,889	59,047	61,409	63,865	66,420
11	58,502	59,672	60,865	63,300	65,832	68,465
12	60,045	61,246	62,471	64,970	67,568	70,271

3.1.2 The minimum salary payable for an employee appointed to the position of Deputy Director will be a percentage based on the total salary for Level 12 as outlined below:

Deputy Director of Studies [a percentage based on total salary level 12]	Current Salary	2% SALARY INCREASE	2% SALARY INCREASE	4% SALARY INCREASE	4% SALARY INCREASE	4% SALARY INCREASE
	1st Pay Period	1st Pay Period	1st Pay Period	1st Pay Period	1st Pay Period	1st Pay Period
	on or after 30-Jun-08	on or after 1-Apr-09	on or after 1-Sep-09	on or after 30-Jun-10	on or after 30-Jun-11	on or after 30-Jun-12
Step 1 (115%)	69,051	70,433	71,841	74,715	77,704	80,812
Step 2 (120%)	72,054	73,495	74,965	77,964	81,082	84,325
Step 3 (125%)	75,056	76,557	78,089	81,212	84,461	87,839
Step 4 (130%)	78,058	79,620	81,212	84,461	87,839	91,353

### 3.2 CASUAL ENGLISH LANGUAGE CENTRE EMPLOYEES SALARY RATES

3.2.1 A casual employee will be paid the following minimum rates. The casual rate includes a 25% loading in lieu of annual leave, annual leave loading, sick leave and other leave.

- (a) The casual teaching rate includes one hour of face-to-face teaching and a three-quarters of an hour non-teaching duties.

This rate is determined by reference to the fourth step of the full-time Instructor salary scale and is calculated as follows:

$$\frac{\text{Step 4 salary}/52.179}{20 \text{ (full-time teaching contact hrs)}} + 25\%$$

- (b) For each hour of non-teaching duties performed

This rate is determined by reference to the fourth step of the full-time Instructor salary scale and is calculated as follows:

$$\frac{\text{Step 4 salary}/52.179}{35 \text{ hrs/wk}} + 25\%$$

DESCRIPTION	Current Salary 1st Pay Period on or after 30-Jun-08	2% SALARY INCREASE 1st Pay Period on or after 1-Apr-09	2% SALARY INCREASE 1st Pay Period on or after 1-Sep-09	4% SALARY INCREASE 1st Pay Period on or after 30-Jun-10	4% SALARY INCREASE 1st Pay Period on or after 30-Jun-11	4% SALARY INCREASE 1st Pay Period on or after 30-Jun-12
Level 1	54.5368	57.2906	58.4364	60.7738	63.2048	65.7330
Casual Language Instructor Level 2 – “other duties”	31.1639	32.7375	33.3922	34.7279	36.1170	37.5617

**3.3 CASUAL IELTS EXAMINER AND CLERICAL MARKER EMPLOYEE SALARY RATES**

**3.3.1** A casual employee will be paid the following minimum rates. The casual rate includes a 25% loading in lieu of annual leave, annual leave loading, sick leave and other leave.

- a) The casual IELTS Examiner rate includes one hour of face-to-face examining and three-quarters of an hour non-examining duties. Each hour of pay represents 1 hour of examining plus ¾ hour of related duties such as any preparation on examination days and annual re-accreditation as an examiner.

This rate is determined by reference to the fourth step of the full-time Instructor salary scale and is calculated as follows:

$$\frac{\text{Step 4 salary}/52.179}{20 \text{ (full-time teaching contact hrs)}} + 25\%$$

- b) For each hour of IELTS Clerical Marking duties performed

This rate is determined by reference to the fourth step of the full-time Instructor salary scale and is calculated as follows:

$$\frac{\text{Step 4 salary}/52.179}{35 \text{ hrs/wk}} + 25\%$$

- c) IELTS Invigilator or general duties will be paid as a casual HEO Level 3



DESCRIPTION	Current Salary	2% SALARY INCREASE	2% SALARY INCREASE	4% SALARY INCREASE	4% SALARY INCREASE	4% SALARY INCREASE
	1st Pay Period	1st Pay Period	1st Pay Period	1st Pay Period	1st Pay Period	1st Pay Period
	on or after	on or after	on or after	on or after	on or after	on or after
	30-Jun-08	1-Apr-09	1-Sep-09	30-Jun-10	30-Jun-11	30-Jun-12
Level 1 - Examining	54,536.8	57,290.6	58,436.4	60,773.8	63,204.8	65,733.0
Level 2 - Clerical marking	31,163.9	32,737.5	33,392.2	34,727.9	36,117.0	37,561.7

**3.4 POSITION OF RESPONSIBILITY ALLOWANCES**

**3.4.1** When providing service in a position that attracts a greater salary than the incumbent's normal salary, the following per annum responsibility allowances (pro rata for shorter periods) will be paid:

		Current Salary	2% SALARY INCREASE	2% SALARY INCREASE	4% SALARY INCREASE	4% SALARY INCREASE	4% SALARY INCREASE
		1st Pay Period	1st Pay Period	1st Pay Period	1st Pay Period	1st Pay Period	1st Pay Period
		on or after	on or after	on or after	on or after	on or after	on or after
		30-Jun-08	1-Apr-09	1-Sep-09	30-Jun-10	30-Jun-11	30-Jun-12
Level 1	<ul style="list-style-type: none"> <li>Acting as Senior Language Instructor – for periods in excess of 5 working days up to 4 weeks</li> </ul>	\$1,395.78	\$1,423.70	\$1,452.17	\$1,510.26	\$1,570.67	\$1,633.49
Level 2	<ul style="list-style-type: none"> <li>Acting as Deputy Director of Studies – for periods in excess of 5 working days up to 4 weeks</li> <li>Appointed as a Project Manager of a major project</li> </ul>	\$2,791.16	\$2,846.98	\$2,903.92	\$3,020.08	\$3,140.88	\$3,266.52
Level 3	<ul style="list-style-type: none"> <li>Appointed as Acting Director of the unit – for periods in excess of 5 working days up to 4 weeks</li> </ul>	\$4,186.64	\$4,270.37	\$4,355.78	\$4,530.01	\$4,711.21	\$4,899.66

**3.4.2** For any other Positions of Responsibility, or for periods in excess of four (4) weeks, an appropriate allowance should be negotiated.

## **SCHEDULE 4 - ALLOWANCES**

- 4.1** The allowances contained in this Schedule will be increased annually as per the Consumer Price Index increase for "All Groups average for 8 capital cities" initially from July 2008 to June 2009. The increase will take effect from 1 October in the relevant year provided that the rate of any such allowance will be capped so that it does not exceed the maximum allowable rate for allowances approved by the Australian Taxation Office for the relevant year. A UNE Official, that is an email, will be sent to all affected employees advising of these increases
- 4.2** The following allowances will be paid to employees where appropriate:

<b>Allowance</b>	<b>Current Rate at 1/10/08</b>	<b>Application</b>
Meal Allowances	<p><b>\$9.45</b></p> <p><b>\$6.63</b></p> <p><b>\$5.02</b></p>	<p>Where a general &amp; ELC employee is required to continue working in excess of 2 hours immediately after normal finishing time (except where overtime work ceases no later than 6.00pm)</p> <p>Where a general &amp; ELC employee is required to work overtime for more than 5 hours on weekends or public holidays.</p> <p>Where a general &amp; ELC employee is required to commence duty on or before 6.00am being 1 hour before the employee's usual starting time.</p>
Motor Vehicle Allowance	<p>Above 2600cc: <b>28.43 cents</b> per kilometre</p> <p>1601cc – 2600cc: <b>26.50 cents</b> per kilometre</p> <p>1600cc and under: <b>22.29 cents</b> per kilometre</p>	<p>Where an employee is required and has been duly authorised in advance by the University to use his/her own vehicle in connection with the University business.</p> <p>A motor vehicle allowance will not be paid to an employee who receives an annual motor vehicle allowance to compensate for the continuous use of such employee's private motor vehicle in connection with University business.</p>
Tool Allowance	<p>Carpenter, Drainer, Mechanical fitter, Plumber, Welder: <b>\$37.30</b> per fortnight</p> <p>Electrical fitter: <b>\$21.36</b> per fortnight</p> <p>Painter: <b>\$9.26</b> per fortnight</p>	<p>Where a general employee is engaged as qualified tradesperson within a trades area of the University and is required to provide their own tools.</p>
Uniform and Protective Clothing Allowance	<p><b>\$14.15</b> per fortnight</p>	<p>Where a general employee is required to wear protective clothing or a uniform and such protective clothing or uniform is not provided by the University.</p>

Travel Allowance – Meal	Breakfast- <b>\$13.65</b> Lunch- <b>\$19.33</b> Dinner- <b>\$32.98</b> per day	Where an employee will be absent from the University and this absence does not extend overnight, reimbursement of actual costs incurred will be made subject to provision of receipts. The allowances will be paid where the employee leaves before or returns later than the following times:		
			Time of leaving	Time of returning
		Breakfast Lunch Dinner	7.00 am	1.30 pm 6.30 pm
Travel allowance – Accommodation	Actual costs, up to the allowable Australian Tax Office rates as adjusted by the ATO will apply, based on actual receipts/ documentation provided.	Where a employee is absent from the University on University business and the absence extends overnight but does not exceed fourteen days (14 days).		
First Aid Qualification	Actual cost of training/certification	Costs paid to obtain and/or maintain the qualification for an employee formally appointed as a First Aid Officer.		

**4.3 First Aid Allowance** – The First Aid Allowance is an annual allowance and will be increased as per the salary increases provided by this Agreement.

Rate at 1/10/08 \$	2% INCREASE 1 <sup>st</sup> Pay Period on or after 1 April 2009	2% INCREASE 1 <sup>st</sup> Pay Period on or after 1 September 2009	4% INCREASE 1 <sup>st</sup> Pay Period on or after 30 June 2010	4% INCREASE 1 <sup>st</sup> Pay Period on or after 30 June 2011	4% INCREASE 1 <sup>st</sup> Pay Period on or after 30 June 2012
682.00	695.64	709.55	737.93	767.45	798.15

#### **4.4 Working Offshore Allowances**

4.4.1 This clause only covers overseas placements and short assignments (e.g. attending graduation ceremonies, teaching duties), and does not override other specific provisions for study leave, conference attendance and research/fieldwork. Ongoing costs for long term placements, which involves a change in residency status, will be negotiated with the employee.

4.4.2 The University will pay and arrange for all necessary travel expenses, accommodation, workers compensation and other relevant insurances, medical examinations, visa arrangements, and any other requirements for approved offshore travel and employment.

4.4.3 Employees working overseas on a short-term basis will be entitled to actual costs paid for accommodation and travel; and for meals and incidentals, up to the maximum applicable Australian Taxation Office rates, based on actual receipts/documentation provided.

## SCHEDULE 4A - INDIGENOUS LANGUAGES ALLOWANCE

In accordance with clause 13.3, the following allowances will apply:

		<b>ALLOWANCE AT</b> <b>1st Pay Period on or after 30 June 2008</b>	<b>2% SALARY INCREASE</b> <b>1<sup>st</sup> Pay Period on or after 1 April 2009</b>	<b>2% SALARY INCREASE</b> <b>1<sup>st</sup> Pay Period on or after 1 September 2009</b>	<b>4% SALARY INCREASE</b> <b>1<sup>st</sup> Pay Period on or after 30 June 2010</b>	<b>4% SALARY INCREASE</b> <b>1<sup>st</sup> Pay Period on or after 30 June 2011</b>	<b>4% SALARY INCREASE</b> <b>1<sup>st</sup> Pay Period on or after 30 June 2012</b>
<b>Level 1</b>	Elementary level - this level of accreditation is appropriate for employees who are capable of using minimal knowledge of language for the purpose of simple communication.	1,595.26p.a.	1,627.17	1,659.71	1,726.10	1,795.14	1,866.95
<b>Level 2</b>	Level 2 represents a level of ability for the ordinary purposes of general business, conversation, reading and writing.	3,191.87p.a.	3,255.71	3,320.82	3,453.65	3,591.80	3,735.47

## **SCHEDULE 5 - SHIFT WORK – GENERAL STAFF**

**5.1** These provisions only apply to shiftworkers, defined as follows:

“Shiftworker” means a person who is required to regularly perform duties on a continuous rotating shift over a 24 hour day seven (7) day week.

### **5.2 Shift work penalty rates**

**5.2.1** An employee working shifts will be paid the following rates:

<b>Type of Shift</b>	<b>Shift Description</b>	<b>Shift Rate</b>
Early Morning Shift	Any shift, Monday to Friday, where the ordinary hours of duty commence at or after 4.00 am and before 6.00 am	The ordinary rate plus 10%
Day Shift	Any shift, Monday to Friday, where the ordinary hours of duty commence not earlier than 6.00 am and before 10.00 am	The ordinary rate
Early Afternoon Shift	Any shift, Monday to Friday where the ordinary hours of duty cease at or after 7.00pm	The ordinary rate plus 10%
Afternoon Shift	Any shift, Monday to Friday, where the ordinary hours of duty cease at or after 9.00pm and before midnight	The ordinary rate plus 12%
Night Shift	Any shift, Monday to Friday, where the ordinary hours of duty cease at or after midnight and before 6.00am	The ordinary rate plus 15%
Permanent Night Shift	Any shift system in which shifts are worked which do not rotate or alternate with other or another shift so as to give the employee at least one third of their working time off night shifts in each roster period	The ordinary rate plus 30%

### **5.3 Shift payment for weekend work**

An employee required to work on a weekend will be paid as follows: The rates provided for below are not paid in addition to the ordinary shift penalties provided in 5.2 above.

<b>Day of Weekend</b>	<b>Shift Rates</b>
Saturday	The ordinary rate plus 50%
Sunday	The ordinary rate plus 100%

### **5.4 Shift payment for public holidays**

An employee required to work on a public holiday will be paid as follows:-

<b>Application</b>	<b>Rate</b>
Public Holiday	The ordinary rate plus 150%
where a shift ends during the public holiday	The ordinary shift rate 100%

### **5.5 Crib breaks for shiftworkers**

Shift workers will be entitled to a paid crib break of 20 minutes

## **SCHEDULE 6 - ON CALL ARRANGEMENTS (INFORMATION TECHNOLOGY EMPLOYEES)**

*The provisions of this Schedule apply to employees within the Information Technology Directorate who are engaged to carry out technical functions in addition to the provisions of **clause 49 On- Call Provisions**.*

- 6.1** Where a requirement to be available on-call is not specified in an IT employee's contract of employment, participation in an on-call roster will be by mutual agreement.
- 6.2** The following provisions will not be used other than to provide an emergency fault repair or remote monitoring capacity. If changes to working patterns within the areas covered by this Schedule require rostered work outside normal working hours this will be covered under the relevant Agreement provisions.
- 6.3** During their rostered on-call period the employee will be responsible for remaining within a reasonable distance of their place of work and/or home so that they can provide the appropriate response to an alarm or fault within 30 minutes for critical problems.
- 6.4** The University will provide an "On-call Kit" which will be made available to an employee when they are rostered on-call, and will include necessary equipment to perform duties as required such as:
- (a)** Logbook
  - (b)** Laptop Computer/remote access device
  - (c)** Cellular phone
  - (d)** A swipe card for access to relevant areas
  - (e)** Other UNE equipment as required from time to time
  - (f)** Out of hours contact list
  - (g)** Cab charge vouchers
- 6.5** In the event of a call out, the University will provide access to satisfactory transport arrangements. In determining suitable transport arrangements the University will ensure that preferences are considered and that transport requirements suit the type and likelihood of the nature of call-back which could eventuate. Cost effectiveness of transport options will also be considered in determining suitable transport arrangements.
- 6.6** Rostered "on-call" periods for employees will normally be on a weekly basis and where possible arranged annually. No employee is to be rostered on call for more than an annual average equivalent to one week on call for every three weeks worked unless mutually agreed between the employee and the Head of Cost Centre or nominee.
- 6.7** Equity considerations and the personal preferences of employees will be considered and where possible facilitated. The intention is to give employees responsibility for the self-management of the process so their lifestyle preferences can be better accommodated. The final arbiter of the roster will be the relevant Head of Cost Centre or nominee.
- 6.8** In the event of an employee rostered "on-call" falling sick during a rostered period, the employee must notify their Supervisor or nominee who will organise a substitute person to take over the roster. "On-call" allowance will not be paid for sick leave absences of longer than five (5) consecutive days. In the event of a person falling sick before a rostered period of "on-call" commences the roster will be reorganised by the Supervisor or nominee and "on-call" allowances will not be payable for the period of sick leave.
- 6.9** The decision on whether the work will be paid as overtime or taken as time-in-lieu will be determined by the employee.
- 6.10** The provisions of **clause 50, Call back Arrangements** of this Agreement will apply where an employee is called back to work

## **SCHEDULE 7 - CONVERSION FROM CASUAL TO NON-CASUAL EMPLOYMENT (GENERAL STAFF)**

- 7.1** An employee must not be engaged and re-engaged nor have his/her hours reduced in order to avoid any obligation under this Schedule.
- 7.2** Upon appointment, the University will advise a casual employee that, after serving qualifying periods, they may have a right to apply, in writing, for conversion.
- 7.3** The University will also take reasonable steps from time to time to inform casual employees of the conversion provisions of this Agreement.
- 7.4 Eligibility for conversion**
- To be eligible to apply for conversion, a casual employee must be employed on a regular and systematic basis in the same or a similar and identically classified position in the same department (or equivalent), either:
- 7.4.1** over the immediately preceding period of twelve months, and in those immediately preceding twelve months the average weekly hours worked equalled at least 50% of the ordinary weekly hours that would have been worked by an equivalent full-time employee; or
- 7.4.2** over the immediately preceding period of at least 24 months.
- 7.5** For the purposes of this Schedule, occasional and short-term work performed by the employee in another classification, job or department will not:
- 7.5.1** affect the employee's eligibility for conversion;
- 7.5.2** be included in determining whether the employee meets or does not meet the eligibility requirements.
- 7.6** The University will not unreasonably refuse an application for conversion. However, it may refuse an application on reasonable grounds, including, but not limited to, the following:
- 7.6.1** the employee is a student, or has recently been a student, other than where her/his status as a student is irrelevant to his/her engagement and the work required;
- 7.6.2** the employee is a genuine retiree;
- 7.6.3** the employee is performing work which will either cease to be required or will be performed by a non-casual employee, within 26 weeks (from the date of application);
- 7.6.4** the employee has a primary occupation with the University or elsewhere, either as a employee or as a self-employed person;
- 7.6.5** the employee does not meet the essential requirements of the position; or
- 7.6.6** the work is ad hoc, intermittent, unpredictable or involves hours that are irregular.
- 7.7** The University must determine an application for conversion either by offering conversion to non-casual employment or by rejecting the application. If the University rejects the application, it must provide written reasons for rejecting it. If the application is accepted, the employee will be offered a non-casual position.
- 7.8** Conversion may be to either a continuing appointment or to a fixed-term appointment. The offer of conversion will indicate the hours and pattern of work which, subject to due consideration of the employer's operational requirements and the desirability of offering the employee work which is as regular and continuous as is reasonably practicable, will be consistent with the employee's casual engagement. The conversion offer will also constitute (and include such other details as are required for) an instrument of engagement under clause 10 of this Agreement.

- 7.9** Conversion may be, but is not required to be, to part-year, annualised hours or seasonal employment. Conversion of a casual employee to part-year, annualised hours or seasonal employment may occur where by custom and practice the work has been performed by casual employees on such a basis, or otherwise by agreement between the employee and the University.
- 7.10** Employees converted under this Schedule will not have their casual service count as service for the purpose of calculating any other existing entitlements except for:
- 7.10.1** long service leave, if, at the time of conversion, the University provides casual employees with an entitlement to long service leave. In such a case casual service with the University would count for the purposes of any qualifying period for long service leave, but would not give rise to any paid leave entitlement in respect of that casual service; and
- 7.10.2** any applicable unpaid parental leave.
- 7.11** An employee whose application for conversion is rejected will not be entitled to apply again within twelve months except where:
- 7.11.1** that rejection is solely based upon the ground set out in clause **7.6.3** of this Schedule; and
- 7.11.2** that ground ceased to apply.
- 7.12** A dispute arising from the application of this clause will be dealt with in accordance with the dispute procedures set out in clause **62** of this Agreement.



## **SCHEDULE 8 - UNE ENHANCED DESCRIPTORS – GENERAL STAFF**

### **LEVEL 1**

#### **TRAINING LEVEL DESCRIPTOR**

Appointment at the base of this level does not require formal qualifications or work experience upon engagement.

Appointment at the base of this level will require 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 opportunity practices and extended basic literacy and numeracy skills training where required/necessary to enable career path progression.

#### **TASK LEVEL DESCRIPTOR**

Tasks at this level are likely to be repetitive tasks, covered by established procedures, which usually require less than one month of on-the-job training to achieve competence. Tasks require the ability to follow clear instructions. Some knowledge of materials, e.g. cleaning chemicals and hand tools, may be required. Tasks may be associated with manual duties or elements of level 2 duties performed under close supervision in conjunction with structured on-the-job training.

#### **JUDGEMENT, INDEPENDENCE AND PROBLEM SOLVING**

At this level it is expected that employees will have the ability to resolve problems where:

- the situations encountered are repetitive,
- the alternatives for the job holder are limited and readily learned,
- the required action is clear or can be readily referred to higher levels.

#### **LEVEL OF SUPERVISION**

Supervision received:

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

#### **ORGANISATIONAL KNOWLEDGE, RELATIONSHIPS AND IMPACT**

Perform tasks which are basically self-contained, with the impact of established procedures on other people or work areas being the concern of more senior employees. May provide straightforward information to others on building or service locations.

### **LEVEL 2**

#### **TRAINING LEVEL DESCRIPTOR**

Level 2 duties typically require a skill level which assumes and requires:

- knowledge, training or experience relevant to the duties to be performed; or
- completion of Year 10 with relevant work experience; or
- completion of Year 12 without relevant work experience; or
- completion of Certificates I or II with work-related relevant experience; or
- an equivalent combination of experience and training.

### **TASK LEVEL DESCRIPTOR**

Perform a range of straightforward tasks, where procedures are clearly established.

Tasks at this level are likely to require the performance of a range of similar duties governed by instructions and established procedures. Employees may occasionally perform more complex tasks for which detailed procedures exist and where assistance or advice is normally provided. Task competency can be acquired through on the job training and/or short courses.

### **JUDGEMENT, INDEPENDENCE AND PROBLEM SOLVING**

At this level it is expected that problems encountered will be similar and the relevant response will be covered by established techniques, procedures or instructions. The choices to be made between alternate actions are straightforward or follow familiar patterns and assistance will be available when unusual circumstances are encountered or when established responses are not effective.

An employee 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.

Positions are accountable for their own work which is performed within established practices, methods and procedures, with more complex tasks performed occasionally.

### **LEVEL OF SUPERVISION**

Supervision received:

Routine supervision of straightforward tasks. Close supervision of more complex tasks.

### **ORGANISATIONAL KNOWLEDGE, RELATIONSHIPS AND IMPACT**

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

Perform tasks which may involve relaying information on requirements or procedures where interpretation or problem solving is not required.

## **LEVEL 3**

### **TRAINING LEVEL DESCRIPTOR**

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

- completion of a trades certificate or Certificate III; or
- completion of Year 12 or a Certificate II, with relevant work experience; or
- an equivalent combination of relevant experience and/or 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 a Certificate IV or Diploma.

### **TASK LEVEL DESCRIPTOR**

Tasks at this level are likely to be of a routine nature within established work routines. Experience and knowledge of routine technical skill/assistance may be required. Tasks require some theoretical knowledge and the interpretation of rules, guidelines, procedures and instructions. Tasks should have some degree of complexity and variety. Guidance or development would normally be provided before new tasks or situations are handled.

### **JUDGEMENT, INDEPENDENCE AND PROBLEM SOLVING**

At this level it is expected that employees will have the ability to:

- exercise judgement on work methods and task sequences within specified timelines and established practices and procedures,
- provide solutions or courses of action within established guidelines or policy,
- identify routine problems,
- meet set priorities,
- use discretion in routine problem solving,
- assist in identifying ways to improve performance of tasks.

### **LEVEL OF SUPERVISION**

Supervision received:

Procedural direction where-

- tasks have clearly defined objectives,
- tasks have clearly defined procedures,
- guidelines and work routines are clearly defined,
- decisions are made between a range of straightforward alternatives.

Supervision given:

This is the first level where supervision of other employees may be required. The supervision is of a routine nature within highly defined procedures.

### **ORGANISATIONAL KNOWLEDGE, RELATIONSHIPS AND IMPACT**

Perform tasks which may involve:

- (a) knowledge and sensitivity to identify the consequences of routine decisions or courses of action on people, work areas,
- (b) provision of information to employees and work areas which is accurate and easily understood within established guidelines,
- (c) the ability to communicate with people and liaise with work areas,
- (d) clear understanding of the role and function of own work area,
- (e) some knowledge of the University's organisation,
- (f) knowledge of the work area processes and an understanding of how they interact with other related areas and processes.

## **LEVEL 4**

### **TRAINING LEVEL DESCRIPTOR**

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

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

### **TASK LEVEL DESCRIPTOR**

Tasks at this level are likely to be varied, some of a routine nature with a degree of complexity. Tasks require the application of any or all of the following within the work area:

- a sound knowledge of policies and procedures,
- some specialist knowledge or skills or a broad knowledge with depth in some areas,
- ability to understand principles and reasoning behind policies,
- some knowledge of planning, co-ordination and evaluation,
- limited creative, planning, analysis or design functions.

### **JUDGEMENT, INDEPENDENCE AND PROBLEM SOLVING**

At this level it is expected that employees will have the ability to:

- do basic analysis and resolve more difficult problems within established guidelines/procedures,
- identify and monitor priorities,
- investigate and research straightforward matters which need clarification or resolution or use in planning for technical purposes
- interpret and apply relatively straightforward rules, legislation or policies,
- make recommendation on courses of action to be taken, for authorisation by others,
- take responsibility for own tasks and coordination of specified tasks.

### **LEVEL OF SUPERVISION**

Supervision received:

Procedural direction where-

- guidance is available in situations where courses of action are not defined or too complex,
- supervision is limited when established rules, procedures and guidelines are provided and understood,
- may work independently on specific task areas.

Supervision given:

- may supervise other employees within a work area,
- may work in a team requiring co-ordination of employees and tasks.

### **ORGANISATIONAL KNOWLEDGE, RELATIONSHIPS AND IMPACT**

Perform tasks/assignments which may:

- involve providing advice or information which may influence the actions of others or outcomes of work areas/projects,
- involve negotiating and liaising with a range of people, working towards agreed outcomes,
- involve providing guidance and advice to resolve work-related problems, taking into consideration the needs of people, the objectives of the work area/project and University policies,
- involve co-ordinating the activities of a range of employees, including those of a more senior level to contribute to a project,
- involve demonstrating a sound knowledge of the role and function of immediate work area and an awareness of the role of other work units,

- require proficiency in the project task or work area's rules, regulations, processes and techniques, and how they interact with other related functions/objectives of project.

## **LEVEL 5**

### **TRAINING LEVEL DESCRIPTOR**

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

- completion of a degree; or
- completion of a diploma qualification and subsequent relevant work experience; or
- completion of a Certificate IV or post-trades certificate and extensive relevant work experience; or
- an equivalent combination of relevant experience, and/or education/ training.

### **TASK LEVEL DESCRIPTOR**

Tasks at this level are likely to be of a more varied and complex nature. The following skills may be required:

- knowledge of theoretical principles, procedures and techniques, as applied to a range of common or predicted circumstances,
- ability to apply some specialist knowledge or technical expertise,
- ability to manage a range of functions within a particular functional area,
- ability to coordinate and manage a small functional team,
- ability to meet organisational goals,
- ability to develop task methodologies or procedures within policy guidelines,
- ability to analyse and research, provide interpretation, specialist advice and decisions on rules and entitlements or technical tasks or systems,
- practical demonstration to employees/students specialist knowledge or technical expertise.

### **JUDGEMENT, INDEPENDENCE AND PROBLEM SOLVING**

At this level it is expected that employees will have the ability to:

- demonstrate analytical and problem solving skills within more complex rules and guidelines or technical situations,
- draw conclusions and provide recommendations to senior employees on complex issues,
- provide information for planning and review of work area/project,
- make regular operational decisions, such as provision of services/resources to other work areas or projects,
- utilise initiative in immediate work area/project,
- demonstrate knowledge of organisation and management techniques.

### **LEVEL OF SUPERVISION**

Positions at this level are generally responsible for work outcomes within standard practices and respond to specific directions related to objectives and broad work unit priorities.

Supervision received:

General direction-

- procedural direction may be necessary in the absence of detailed knowledge of procedures and policies, and techniques such as at graduate entry,
- direction is limited when defined policy or guidelines are available,
- direction should be sought in situations which require clarification of policy outcomes and complex problems,
- direction should be provided to establish clear objectives and goals.

Supervision given:

- supervision of others may be required,
- co-ordinate activities and employees and allocate tasks in a team.

### **ORGANISATIONAL KNOWLEDGE, RELATIONSHIPS AND IMPACT**

Perform tasks/assignments which may:

- involve providing detailed advice/information/solutions to problems in the context of complex but standard circumstances,
- involve liaising and negotiating on a range of activities/issues and assess impact on others and work area or monitoring of project milestones/objectives,
- involve demonstrating an understanding of the role of the work area and its function within the broader organisation,
- involve demonstrating an understanding of a range of policies,
- require proficiency in the work area's rules, regulations, policies, procedures, systems, processes and techniques, and how they interact with other related functions, in order to assist in their adaptation to achieve objectives, and advise, assist and influence others.

## **LEVEL 6**

### **TRAINING LEVEL DESCRIPTOR**

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

- a degree with 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.

### **TASK LEVEL DESCRIPTOR**

Tasks at this level are likely to require interpretation, of precedent, policy and professional standards. This may include:

- application of knowledge of theoretical principles, procedures and techniques, as applied to either predicted or irregular circumstances,
- latitude to develop or redefine procedures,
- application of significant specialist knowledge or technical expertise,
- developing and establishing protocols to enable new procedures,
- responsibility for analysis, support, maintenance and some development of system functionality,
- management of specialised teams, equipment and facilities or some front-line management of functional teams or day-to-day running of projects.

## **JUDGEMENT, INDEPENDENCE AND PROBLEM SOLVING**

At this level it is expected that employees will have the ability to:

- solve both common and unusual problems,
- identify responses to new or unique circumstances/technical problems for consideration by others, including making recommendations to senior employees,
- apply theoretical or technical expertise to design, review, develop or test complex equipment, systems or procedures,
- make operational decisions such as provision of services/resources to other work areas/projects,
- exercise high level diagnostic, analytic and reporting skills,
- apply discretion to innovate within own functional area taking responsibility for outcomes.

## **LEVEL OF SUPERVISION**

Supervision received:

General direction.

Supervision given:

- may have extensive supervisory responsibility for employees performing a set of related functions,
- may have some line management responsibility for employees performing a set of related functions.

## **ORGANISATIONAL KNOWLEDGE, RELATIONSHIPS AND IMPACT**

Perform tasks/assignments which may:

- involve providing authoritative advice in recurring but unusual circumstances,
- involve providing advice/information, including interpretation, which would normally have a substantial influence at the individual or work group level,
- involve adapting procedures and techniques as required to achieve objectives,
- involve introducing change in the functional area, liaising/negotiating with other areas where necessary, and demonstrating an awareness of the impact of outcomes on the broader organisation,
- require proficiency in the work area's existing rules, regulations, policies, procedures, systems, 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 or project outcomes,
- involve providing leadership and guidance in the operational planning of technical, research, administrative activities for centres/schools/faculties.

## **LEVEL 7**

### **TRAINING LEVEL DESCRIPTOR**

Level 7 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- a degree with substantial relevant experience; or
- extensive relevant experience and management expertise; or
- an equivalent combination of relevant experience and/or education/training.

### **TASK LEVEL DESCRIPTOR**

Tasks at this level are likely to require considerable interpretation, enhancement or development of procedures/policies. This may include:

- application of substantial theoretical or technical knowledge and experience,
- recognition as an authority in a specialised area of theoretical, policy operational or technical complexity,
- responsibility for design and development of system modules,
- development of new or enhanced services/programs,
- management and leadership of work units, project teams.

### **JUDGEMENT, INDEPENDENCE AND PROBLEM SOLVING**

At this level it is expected that employees will have the ability to:

- solve new or unique problems or analyse situations/complex technical problems and provide solutions,
- be responsible for independently monitoring, reviewing and developing procedures in own functional area/work area/project team,
- cross organisational, functional or specialist boundaries to co-ordinate actions and propose initiatives,
- focus on objectives rather than procedures and precedents,
- interpret policy which has an impact beyond the immediate functional area,
- 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.

### **LEVEL OF SUPERVISION**

Supervision received:

General direction to broad direction.

Supervision given:

Positions at this level frequently take a leading role in creating and maintaining a high level of team work and co-operation within the work unit. Participation in multi-disciplinary teams is common.

- may have considerable management responsibility for employees performing a related set of functions, usually with distinct areas of expertise,
- management at this level includes the allocation of responsibilities, review of performance and establishment of program procedures and priorities,
- provide advice to employees at higher levels on program objectives, organisational structures, budget expenditure.

### **ORGANISATIONAL KNOWLEDGE, RELATIONSHIPS AND IMPACT**

Perform tasks which may involve:

- demonstrating a detailed knowledge of the interrelationships between a range of diverse policies and activities,
- developing strategies which co-ordinate the interests of separate units to achieve shared outcomes,
- developing and enhancing system modules impacting across broad areas compliant with quality controls and within existing guidelines,



- providing substantial and authoritative technical advice across a broad range of technical areas or in a key area of specialisation,
- sharing some accountability for the decisions taken, without normally being responsible for final authorisation,
- negotiating solutions where a range of interests must be accommodated.

## **LEVEL 8**

### **TRAINING LEVEL DESCRIPTOR**

Level 8 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

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

### **TASK LEVEL DESCRIPTOR**

Tasks at this level are likely to require integration of substantial theoretical and technical knowledge of a number of functional areas to facilitate one or more of the following:

- management of significant programs,
- development and implementation of policies, programs, initiatives or systems,
- development of new ways of using or integrating specific bodies of knowledge,
- management of a broad range of resources,
- responsible for high level systems, systems analysis and business analysis and for leading, managing, administering significant university systems.

### **JUDGEMENT, INDEPENDENCE AND PROBLEM SOLVING**

At this level it is expected that employees will have the ability to:

- develop and implement programs, priorities, policies and procedures within given role objectives,
- lead the design, development and implementation of solutions to complex technical problems/new systems/significant projects,
- have some latitude in the initial definition of role objectives/ services/projects,
- set objectives across a range of functional areas, taking account of planning directions,
- commit the University to significant budget expenditure or to a public policy stance, subject to formal authorisation, and
- provide strategic support and advice (eg, to schools or faculties) requiring integration of a range of university policies, external requirements or expert specialist knowledge, and an ability to achieve objectives operating within complex organisational structures.

### **LEVEL OF SUPERVISION**

Supervision received:

Broad direction.

Supervision given:

- may advise on and have substantial influence over the establishment of priorities, programs, organisational structures and budget for a major functional area,
- will have scope to reset priorities and resources within overall program objectives,
- may have considerable management responsibility for employees working across a range of functions.

### **ORGANISATIONAL KNOWLEDGE, RELATIONSHIPS AND IMPACT**

Responsibilities at this level may require a thorough knowledge of University wide policies; the external environment (e.g. government legislation, codes, guidelines and requirements); and/or diverse research/technical and teaching activities.

Perform tasks which may involve:

- playing a leading role in developing policies and co-ordinating the interests and activities of several functional areas,
- providing expert advice which may impact on: a broad range of functional areas; or a specialist technical area that has a broad impact across the university; or complex technical support and solutions to significant functions of the university or projects,
- implementing programmes or functions which may impact upon other areas of the University.

## **LEVEL 9**

### **TRAINING LEVEL DESCRIPTOR**

Level 9 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- postgraduate qualifications and extensive relevant experience; or
- extensive management experience and management expertise/substantial technical expertise; or
- an equivalent combination of relevant experience and/or education/ training.

### **TASK LEVEL DESCRIPTOR**

Tasks at this level require employees to conceptualise, develop and review major professional, specialist, management or administrative policies/projects at the senior management level. Significant high level creative, planning, theoretical knowledge and management functions. Responsibility for significant resources.

### **JUDGEMENT, INDEPENDENCE AND PROBLEM SOLVING**

At this level it is expected that employees will have the ability to:

- commit the University to significant budget expenditure or to a public policy stance,
- be responsible for significant program/project development and implementation and complex problem solving involving and impacting upon key interests across the whole University,
- be involved in the initial definition of role objectives, program/project development or implementation responsibilities,
- achieve broad objectives whilst operating within complex organisational structures,
- provide strategic support and substantial technical expertise/advice (e.g. to schools or faculties) at the senior management level, requiring integration of a range of internal and external policies and demands or special technologies.

### **LEVEL OF SUPERVISION**

Broad to open direction or broad direction with substantial management responsibilities.

### **ORGANISATIONAL KNOWLEDGE, RELATIONSHIPS AND IMPACT**

Perform tasks which may involve:

- being responsible for proposing and implementing programs/projects involving major change which may impact on other areas of the institution's operations,
- high level liaison with internal and/or external client areas, including framing the relevant internal consultation and negotiation strategies,
- conceptualising, developing and reviewing major policies, objectives and strategies involving high level liaison with internal and/or external client areas.

## **LEVEL 10**

### **TRAINING LEVEL DESCRIPTOR**

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

- proven expertise in the management of significant human and material resources; in addition to, in some areas,
- postgraduate qualifications and extensive relevant experience; or
- an equivalent combination of relevant experience and/or education/ training.

### **TASK LEVEL DESCRIPTOR**

Tasks at this level are likely to require employees to conceptualise, develop, review and be accountable for the operation of major professional, management, specialist or administrative policies/projects at the corporate level. Significant and high level creative planning, programme and managerial functions and highly developed analytical skills with clear accountability for programme performance. Responsible for significant resources. Generate and use a high level of theoretical and applied knowledge. Responsible for providing strategic technical leadership to senior managers for major university projects.

### **JUDGEMENT, INDEPENDENCE AND PROBLEM SOLVING**

At this level it is expected that employees will have the ability to be responsible and accountable for the achievement of significant organisational objectives and programs/complex and significant technical issues. Responsible and accountable for setting and reviewing longer term performance criteria and objectives. Responsibility for approving and committing substantial budget expenditure within the parameters of the University's financial delegations.

### **LEVEL OF SUPERVISION**

Open direction.

### **ORGANISATIONAL KNOWLEDGE, RELATIONSHIPS AND IMPACT**

Perform tasks which may involve responsibility for approving the development or significant amendment of policies/programs/projects which impact across the University.

Communicate a vision of significant, broad policies/programs/projects that impact across the University

Authorise significant expenditure and commit the University to significant contractual obligations, taking into account the University's Delegations of Authority.