



UNE Academic and English Language  
Teaching Staff Enterprise Agreement  
2020 - 2022





# DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**University of New England**  
(AG2020/968)

## **UNE ACADEMIC AND ENGLISH LANGUAGE TEACHING STAFF ENTERPRISE AGREEMENT 2020-2022**

Educational services

DEPUTY PRESIDENT SAUNDERS

NEWCASTLE, 18 MAY 2020

*Application for approval of the UNE Academic and English Language Teaching Staff  
Enterprise Agreement 2020-2022.*

[1] An application has been made for approval of an enterprise agreement known as the *UNE Academic and English Language Teaching Staff Enterprise Agreement 2020-2022 (Agreement)*. The application was made pursuant to section 185 of the *Fair Work Act 2009 (Act)*. The Agreement is a single enterprise agreement.

[2] The Employer has provided written undertakings (*Undertakings*). A copy of the Undertakings is attached in Annexure A to this decision. I am satisfied that the effect of accepting the Undertakings is not likely to:

- (a) cause financial detriment to any employee covered by the Agreement; or
- (b) result in substantial changes to the Agreement.

[3] The views of each person who the Fair Work Commission knows is a bargaining representative for the Agreement have been sought in relation to the Undertakings.

[4] Pursuant to subsection 190(3) of the Act, I accept the Undertakings. The Undertakings are taken to be a term of the Agreement.

[5] Subject to the Undertakings, I am satisfied that each of the requirements of sections 186, 187, 188 and 190 as are relevant to this application for approval have been met.

[6] Pursuant to subsection 202(4) of the Act, the model flexibility term prescribed by the *Fair Work Regulations 2009* is taken to be a term of the Agreement.

[7] The National Tertiary Education Industry Union being a bargaining representative for the Agreement, has given notice under section 183 of the Act that it wants the Agreement to

cover it. In accordance with subsection 201(2) of the Act, I note that the Agreement covers the organisation.

**[8]** The Agreement is approved and, in accordance with section 54 of the Act, will operate from 25 May 2020. The nominal expiry date of the Agreement is 30 June 2022.



DEPUTY PRESIDENT

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## Annexure A

### IN THE FAIR WORK COMMISSION

**FWC Matter No.:**

AG2020/968 UNE Academic and English Language Teaching Staff Enterprise Agreement 2020-2022

**Applicant:**

**The University of New England**

Section 185 – Application for approval of a single enterprise agreement

### Undertaking- Section 190

I, Professor Brigid Heywood, Vice Chancellor and CEO for the University of New England give the following undertakings with respect to the UNE Academic and English Language Teaching Staff Enterprise Agreement 2020-2022 ("the Agreement"):

1. I have the authority given to me by the University of New England to provide this undertaking in relation to the application before the Fair Work Commission.

2. **Clause 49 Dispute Resolution**

The University undertakes in relation to clause 49.3 and 49.4 of the Agreement, where a dispute is referred to the Fair Work Commission or to a person or body other than the Fair Work Commission, an employee who is a party to the dispute may appoint a Representative for the purpose of the dispute resolution procedures.

3. **Clause 31 Parental Leave**

The University while noting the particular circumstance raised by the Commission is subject to a specific non-discriminatory entitlement (adoption leave) undertakes to apply the Partner Leave entitlement on a non-discriminatory basis so that a same sex male couple would have access to such leave on the adoption of a child.

4. **National Employment Standards**

The University undertakes that in the event of an inconsistency between the terms of the Agreement and the National Employment Standards (NES), and the NES provides a greater benefit to an employee, the NES provision will apply to the extent of the inconsistency.

5. **Clause 24 Duties and Time Allocation for Part-time English Language Teachers**

The University undertakes that part-time English language teachers approved to work hours in excess of the agreed work pattern in clause 24.2 will be eligible for overtime calculated at the appropriate rates under the Educational Services Post-Secondary Award.

The University undertakes that the minimum engagement for part-time English language teachers under the Agreement will be 2 hours or the minimum amount under the Educational Services (Post-Secondary Education) Award 2010, whichever is the least.

6. **Clause 10 Minimum Engagement Period – Casual Staff**

The University undertakes that the minimum engagement for casual staff under the Agreement will be 2 hours or the minimum amount under the Higher Education Industry Academic Staff Award 2010 for academic staff or the Educational Services (Post-Secondary Education) Award 2010 for English Language teaching staff, whichever is the least.

7. **Clause 45 Resignation**

The University undertakes in relation to clause 45.3 of the Agreement, where an employee resigns and is required to provide notice, the maximum amount the employer will withhold under clause 45.3 in lieu of notice will be as per notice requirements under the Higher Education Industry Academic Staff Award 2010 for academic staff or the Educational Services (Post-Secondary Education) Award 2010 for English Language teaching staff.

8. **Clinical loading**

The University undertakes for academic employees who would be paid a clinical loading under the Higher Education Industry Academic Staff Award 2010 to pay a rate of pay which ensures the employee is no worse off than if they had been paid the clinical loading under the Higher Education Industry Academic Staff Award 2010 as at 3 April 2020.

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



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**Signature**

11.05.2020

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**Date**

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.

## **UNE ACADEMIC AND ENGLISH LANGUAGE TEACHING STAFF ENTERPRISE AGREEMENT 2020-2022**

Note - the model flexibility term is taken to be a term of this agreement and can be found at the end of the agreement.

### **PART 1. – Who does this Agreement apply to and how long does it run for?**

1. Coverage
2. Duration of the Agreement
3. Operation of the Agreement
4. Definitions
5. Principles of the Agreement
6. Joint Consultative Committee

### **PART 2. – What are the working arrangements at UNE?**

7. Terms and Categories of Employment
8. Continuing Employment
9. Fixed-Term Employment
10. Casual Employment
11. Probation
12. Aboriginal and Torres Strait Islander Employment
13. Family and Flexible Working Arrangements
14. Academic Workload
15. Primary Place of Employment
16. Paid Outside Work
17. Agreement Flexibility

### **PART 3. – What is my salary and how is my position classified?**

18. Salaries
19. Superannuation
20. Salary Packaging
21. Classifications

### **PART 4. – English Language Teachers Specific Matters**

22. Classifications and Categories
23. Role Descriptors
24. Duties and Time Allocation
25. Higher Duties Allowance
26. Teaching Workload
27. ELC Professional Development

### **PART 5. - What leave may I be entitled to?**

28. Annual Leave
29. Long Service Leave
30. Personal Leave
31. Parental Leave
32. Jury and Witness Leave
33. Domestic Violence Leave
34. Public Holidays

35. Close Down

**PART 6. –What happens when there are significant changes that affect me?**

36. Consultation on Organisational Change

37. Transfer

38. Redundancy

**PART 7. – How does performance development, review and promotion apply to me?**

39. Performance, Planning, Development and Review

40. Incremental Progression

41. Academic Promotion

42. Special Studies Program

**PART 8. – How can my employment cease or disciplinary action be imposed?**

43. Unsatisfactory Performance

44. Misconduct and Serious Misconduct

45. Resignation

46. Termination of Employment

47. Medical Retirement

**PART 9. – How are disputes and grievances resolved?**

48. Grievance Resolution

49. Dispute Resolution

**PART 10. – Miscellaneous**

50. Union Matters

51. Childcare Facility

**SCHEDULES**

Schedule A –Salary Rates – Full Time Academic Staff

Schedule B – Salary Rates – Casual Academic Staff

Schedule C – Salary Rates – ELC Teaching Staff

Schedule D - Allowances

Schedule E - Definitions

Schedule E – Academic Employee Classification Standards

Schedule F – Academic (Research-Only) Employee Classification Standards

## **PART 1 – WHO DOES THIS AGREEMENT COVER AND HOW LONG DOES IT RUN FOR?**

### **1. Coverage**

- 1.1. This Agreement shall be known as the *UNE Academic and English Language Teaching Staff Enterprise Agreement 2020-2022* (**the Agreement**).
- 1.2. This Agreement covers:
  - a) the University of New England (**the University**);
  - b) all employees who are employed in the classifications detailed in Schedules F, G and Part 4 of this Agreement (**Employees**); and
  - c) the National Tertiary Education Union (**NTEU**) subject to section 201(2) of the *Fair Work Act 2009* (Cth) (**the Fair Work Act**) being met.

### **2. Duration of the Agreement**

- 2.1 This Agreement will take effect 7 days after its approval by the Fair Work Commission (**Commencement Date**). The nominal expiry date of this Agreement is 30 June 2022.
- 2.2 The parties will use their best endeavors to meet no later than 3 months before the expiry of this Agreement to determine resourcing, schedule meetings and commence negotiations for a replacement agreement.

### **3. Operation of the Agreement**

- 3.1 This Agreement rescinds and replaces the *UNE Academic and ELC Teaching Staff Collective Agreement 2014-2017* and operates to the exclusion of any modern award or other industrial instrument.
- 3.2 While the parties recognise that the application of this Agreement requires University policies and procedures to be followed, no legislation, University policy, rule, guidelines, procedure or process referred to in this Agreement, is incorporated as a term of or forms part of this Agreement.
- 3.3 During the nominal term of this Agreement there will be no extra claims in relation to matters covered by this Agreement.

### **4. Definitions**

For the purposes of this Agreement, the following definitions apply:

**Agreement** means the *UNE Academic and English Language Teaching Staff Enterprise Agreement 2020-2022*.

**Bullying** means behaviour that demeans, humiliates or intimidates 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.

**Casual** employment is defined in clause **10.1**.

**Commencement Date** means 7 days after its approval by the Fair Work Commission.

**Confirmation Period** is defined in clause **11.2(b)**.

**Continuing** employment is defined in clause **8.1**.

**Continuing Contingent** employment is defined in clause **8.2**.

**Displaced Employee** means an Employee whose position has been identified as surplus to requirements in an organisational change.

**Early Career Academic** is defined in clause **11.1**

**EDB** means estimated date of birth, being 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.

**ELC** means English Language Centre.

**ELICOS** means English Language Intensive Courses for Overseas Students.

**Employee/s** means the Employees referred to in clause **1.2(b)** of this Agreement.

**Fair Work Act** means the *Fair Work Act* 2009 (Cth) as amended or replaced from time to time.

**Fixed-Term** employment is defined in clause **9.1**.

**FWC** means the Fair Work Commission.

**Head of Cost Centre** means a Dean, Director or the University Librarian.

**Health and Safety Representative** is a staff member who has completed current WorkCover accredited Health and Safety Representative training and has been elected by work group members to represent the Work Group on the UNE Work Health and Safety Strategic Committee.  
A Health and Safety Representative has the powers and functions as defined in Subdivision 5 (s68) of the *Work Health and Safety Act* 2011 (NSW).

**HRS** means Human Resource Services or equivalent directorate.

**JCC** means the Joint Consultative Committee established in accordance with clause **6.2**.

**Mandatory Probation Period** is defined in clause **11.2(a)**.

**Merit Selection** is defined in the *Staff Recruitment Rule*.

**NEAS** means National ELICOS Accreditation Scheme.

**NES** means the National Employment Standards within the meaning of the Fair Work Act.

**NTEU** means the National Tertiary Education Industry Union.

**Part-Time** employment is defined in clause **8.3**.

**PPDR** means Performance, Planning, Development and Review.

**Probation Period** is defined in clause **11.2**.

**Representative** means a member of the Union or other person who is not currently a practicing solicitor or barrister in private practice.

**Senior Executive Officer** means any senior officer of the University, above the level of Director, who reports either directly to the Vice-Chancellor or directly to the Deputy Vice-Chancellor.

**UNE and University** mean the University of New England.

**Union** means the National Tertiary Education Industry Union.

**VC** means Vice Chancellor and Chief Executive Officer of UNE or nominee.

## **5. Principles of the Agreement**

### **5.1 This Agreement:**

- a) is designed to assist the University to achieve its strategic objectives;
- b) outlines initiatives that will ensure the sustainability, ongoing growth and viability of the University as well as build a positive workplace culture with conditions of employment and remuneration consistent with the higher education sector;
- c) values job security, provides work life balance and recognises performance at the organisational and individual level; and
- d) aims to ensure that the University is able to adapt to change and improve effectiveness while providing a meaningful and fair work environment for Employees.

### **5.2. The University and its Employees are committed to the:**

- a) maintenance of a safe and healthy workplace and learning environment where all participants are treated with dignity and respect;
- b) prevention and elimination of all forms of workplace Bullying and the University commits to providing staff with information and training about Bullying and the options for staff to deal with an allegation of Bullying, including by making a complaint in accordance with Clause 48 Grievance Resolution. This commitment to prevent and eliminate Bullying is also supported by the *Prevention of Harassment, Bullying and Discrimination Policy* and related procedures;
- c) prevention and elimination of all forms of discrimination under relevant anti-discrimination legislation, including discrimination on the basis of race, colour, sex, gender identity, intersex status, sexual preference, age, physical or mental disability, marital or relationship status, family responsibilities, pregnancy, religion, political opinion, trade union membership and activity, national extraction or social origin and will continue to work to help prevent and eliminate any such discrimination;
- d) protection and promotion of intellectual freedom within the University where Employees are able to:

- i) participate in public debates relating to decision making processes and express opinions about issues and ideas related to their discipline area or areas of professional expertise and about higher education issues more generally;
  - ii) express opinions or comment outside their discipline or areas of professional expertise as long as they do so on their own behalf and do not claim to represent the University;
  - iii) pursue critical and open academic inquiry and to freely discuss, publish and research;
  - iv) express unpopular or controversial views which do not defame, harass, vilify or intimidate; and
  - v) participate in professional and representative bodies, including Unions, and engage in community service without harassment, intimidation or unfair treatment.
- e) recognition of the intellectual property and moral rights of the University and Employees as provided by common law, legislation and policy, including provision for appropriate sharing of proceeds (after costs) from the commercialisation of intellectual property between the creators of the intellectual property and the University;
  - f) observance of legislative obligations relating to employment conditions at the University and specifically the University is committed to the observance of legislative obligations relating to workplace surveillance and record-keeping legislation; and
  - g) the implementation of this Agreement.

## **6. Joint Consultative Committee**

- 6.1 The University is committed to open discussion and direct consultation with Employees and Unions about workplace issues. It is recognised that there will be significant consultation during the period of the Agreement on matters involving implementation of this Agreement, operational and cultural change and matters affecting Employees generally or in a particular case. Such matters will be discussed in a spirit of cooperation and trust to ensure that Employees and the Unions have an opportunity to raise workplace issues, to receive all relevant information on issues that affect them, to have an opportunity to contribute their views on those issues and to have meaningful involvement in decision making.
- 6.2 A Joint Consultative Committee (JCC) will be established within 1 month of the commencement of this Agreement for the purpose of implementing and monitoring this Agreement. The JCC will be the forum through which UNE, its Employees and the Unions consult generally on matters affecting Employees. The JCC will meet a minimum of 4 times per year. Additional meetings can be convened at the request of any member. The JCC shall meet during ordinary hours. Union representatives will be given time release from normal duties for this role.
- 6.3 The JCC shall comprise:
- a) 2 NTEU members; and
  - b) up to 4 University nominees.
- 6.4 The JCC membership is not intended to exclude any Employee and does not preclude any staff member from requesting that a specific issue related to employment

conditions be raised through the JCC. An Employee may if appropriate attend a JCC meeting for discussion of the issue. Composition of the JCC for a particular meeting will be jointly agreed prior to the meeting taking place.

- 6.5 Where the University is considering developing or amending employment related policies (other than administrative changes) it will give advance notice to the JCC, and will provide draft documentation 10 working days prior to the meeting being held. If after going through the consultation process the University does not agree to any suggestions for changes to draft policy provided by members of the JCC, the University shall provide the reasons as to why suggestions were not incorporated into the new or amended policy. The Vice-Chancellor (VC) has final approval of all employment related policies.

## **PART 2 – WHAT ARE THE WORKING ARRANGEMENTS AT UNE?**

### **7. Terms and Categories of Employment**

- 7.1 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:
- (a) 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;
  - (b) for a Fixed-Term Employee, the term of the employment;
  - (c) 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;
  - (d) for any Employee subject to probationary employment, the length and terms of the probation; and
  - (e) other main conditions of employment including the duties and reporting relationships to apply upon appointment.
- 7.2 The University shall engage a person as an Employee on one of more of the following types of employment: Continuing, Fixed-Term or Casual basis in accordance with clauses **8-10**.

### **8. Continuing Employment**

#### Definitions

- 8.1 **Continuing** employment means all employment other than “fixed-term”, or “casual”. Continuing Employment may be full-time or part-time.
- 8.2 **Continuing Contingent** employment means 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. This category of employment may be offered only to English Language Centre Teaching staff. The provisions of clauses **9.7-9.10** apply to Continuing Contingent Employees.
- 8.3 **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.

## 9. Fixed-Term Employment

### Definition

9.1 **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). Other than for Research Only Academics, the University shall engage an Employee on a Fixed-Term contract for a minimum of 19 weeks. During the term of employment, the staff member's employment is not terminable, by the University, other than for Serious Misconduct, Unsatisfactory Performance or within the probationary period (**clause 11**) of employment subject to the provisions of this Agreement. Nothing in this Agreement prevents the University from not requiring an Employee to attend for work where it pays the balance of a Fixed-Term contract.

### Categories of Fixed-Term employment

9.2 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:

- a) **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 an identifiable funding external to the University, not being funding that is part of an operating grant from government or funding comprised of payments of fees made by or on behalf of students.
- b) **Research** means work activity by a person engaged on research-only functions for a contract period not exceeding five years.
- c) **Replacement Employee** means an Employee:
  - i. undertaking work activity replacing a full-time or part-time Employee for a definable period for which the replaced Employee is either on authorised leave of absence (including study leave) or is temporarily seconded away from their usual work area, or has reduced their fraction of employment for a definable period of time; or
  - ii. performing the duties of:
    - A. a vacant position pending a recruitment process; or
    - B. a position the normal occupant of which is performing higher duties pending the outcome of recruitment action 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.
- d) **Early Career Academic Position (ECAP)** means positions designed to attract talented Early Career Academics from the University's own cohort of postgraduate students and casual academic Employees and from elsewhere where appropriate. Such an

appointment would be for a period of 2 years. Eligibility to apply for ECAPs will be restricted to applicant Employees who have:

- i. been awarded a PhD (or Professional Doctorate) over the last five years; or
  - ii. been active candidates in their final year and have made satisfactory progress toward completion of their PhD (or Professional Doctorate) during the preceding 2 years and performed regular casual teaching/research work for at least 5 years.
- e) **New area** shall mean a work activity where a new discipline or work area has been established, there is genuine uncertainty over future requirements and where the practicality or ongoing need for the position is not known. New area does not mean the shifting of existing functions from an existing work area through a restructure or workplace change. The Fixed-term contract period shall not exceed 3 years.

If the position or substantially the same position occupied by the Employee continues beyond 3 years the Employee shall be offered conversion to continuing employment in that position (or in another agreed position) at the conclusion of the contract period as long as the original appointment was via merit selection.

- a) **Disestablished area** shall mean a work activity where a discipline, course or work area/unit has been disestablished and the work of that area/unit is to be phased out over a period of time, not being more than 3 years. The Fixed-Term contract period shall not exceed 3 years.

A Fixed-term contract under this clause can only be offered where a final decision has been made to disestablish a work activity after following the procedures in clause 36.

Should the decision to disestablish the work area/unit be reversed, or should for any other reason the Employee's position or substantially the same position continue beyond a 3 year period, the Employee shall be offered conversion to continuing employment as long as the original appointment was via merit selection.

- g) **Recent professional practice required** is where a curriculum in professional or vocational education requires that work be undertaken by a person to be engaged who has recent practical, industry or commercial experience, such a person may be engaged on a Fixed-Term contract. For the purpose of this paragraph, practical, industry or commercial practice will be considered as **recent** only when it has occurred in the previous 2 years.
- h) **Pre-retirement contract** is 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 5 years.
- i) **Fixed-term contract employment subsidiary to studentship** is 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

generally related to a degree course that the student is undertaking within the academic unit, provided that:

- i. such Fixed-Term contract employment expires at the end of, the academic year in which the person ceases to be a student, including any period that the person is not enrolled as a student but is still completing postgraduate work or is awaiting results; and
- ii. 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.

#### Conditions related to Fixed-Term Employment

9.4 A Fixed-Term Employee must not be engaged and re-engaged or have their hours reduced for the principal reason of avoiding any obligations under this Agreement. 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.

#### Further Employment

9.5 The University will discuss, and the supervisor will advise fixed-term Employees about the impending agreed end of their employment, and this will normally be no later than 4 weeks before the end of their contract.

9.6 Where the University has decided to continue the position of a current Fixed-Term Employee with the same or similar duties and at the same classification level, the incumbent Employee will be offered a further contract, subject to having been employed in the relevant position through 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.

#### Conversion to Continuing Employment

9.7 A Fixed-Term Employee may apply for conversion to Continuing employment in their position provided the following criteria are met:

- a) the Employee was previously subject to Merit Selection for an advertised position; or
- b) the Employee is on a second or subsequent contract and has served a minimum period of 12 months; or
- c) the Employee has been engaged for a minimum period of 18 months; and
- d) the Employee has performed satisfactorily in that position.

9.8 The University will not be required to offer conversion where it can demonstrate that there is no ongoing requirement for the duties that have been undertaken in that position nor in a substantially similar position.

- 9.9 The University will not be required to offer conversion where it can demonstrate a lack of funding that is directly related to the position in question.
- 9.10 The University will determine the application within 30 days of the application being made, and write to the Employee confirming the conversion to Continuing employment, or demonstrating the duties are no longer required in accordance with this clause.

Severance Pay

- 9.11 Where a Fixed-Term Employee employed on a contract for a **Specific Task or Project, Research, ELC Teachers Continuing Contingent, ECAP, New Area or Disestablished Area** (within the meaning of clause 9.2) seeks to continue their employment, but whose contract of employment is not renewed in the following circumstances:
- a) the Employee is employed on a second or subsequent Fixed-Term contract with the same or substantially similar duties and classification and those duties are no longer required by the University; or
  - b) 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 position,

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

<b>Period of continuous service</b>	<b>Severance Pay</b>
Up to the completion of 2 years	4 weeks' pay
Over 2 years and up to the completion of 3 years	6 weeks' pay
Over 3 years and up to the completion of 4 years	7 weeks' pay
Over 4 years	8 weeks' pay

- 9.12 Where an Employee refuses an offer of further employment, there will be no entitlement to severance pay in clause 9.11.
- 9.13 Where the University informs an Employee in writing that further employment will be offered within 6 weeks of the expiry of a period of Fixed-Term employment, then the University may defer payment of severance benefits until the end of the further employment.
- 9.14 Where an Employee receives a severance payment and is offered a subsequent contract within 6 weeks of the end of the initial contract for which severance was paid, the period of continuous service commences from the first day of the subsequent contract.

**10. Casual Employment**

General

- 10.1 **Casual Employment** shall mean a person engaged either by the hour and paid on an hourly basis; or by the session and paid a rate that includes a specified amount of delivery time and a specified amount of preparation time in accordance with **Schedule B**. In both cases, the

rates include a 25% loading related to benefits for which a casual employee is not eligible, including forms of paid leave, loadings, paid public holidays, notice of termination and redundancy/severance benefits. Casual employees are entitled to paid long service leave (at Clause 29.3), unpaid personal and family leave (at Clause 30.18) and unpaid parental leave in this agreement (at Clause 31.5), any paid parental leave the employee may be eligible for under legislation and any recognition of service provisions in the Fair Work Act 2009.

- 10.2 Casual Employees will be paid for all hours worked as directed by their supervisor, including marking.
- 10.3 Supervisors will encourage casual staff who have casual employment for a whole teaching period to attend appropriate meetings of their work units. Attendance at all relevant meetings will be remunerated in accordance with the casual rates provided for Other Required Academic Activity.
- 10.4 Casual academics:
- (a) shall not be responsible for the employment or supervision (in terms of performance management or discipline) of other staff; and
  - (b) should not have primary responsibility for the development of teaching and learning materials.
- 10.5 Nothing in this Agreement prevents an Employee engaging in additional work as a Casual Employee at the University in work unrelated to, or identifiably separate from, the Employee's normal duties and hours of work, provided that prior approval is obtained from the casual Employee's existing supervisor. Approval will not be unreasonably withheld. The provisions of this Agreement to not work excessive hours should also be considered by Employees and supervisors if engaging in additional casual work.
- 10.6 The University and the NTEU recognise that casual employment is not an appropriate employment mode in all circumstances and is not a substitute for fixed term or continuing employment. The University does not intend to use casual employment in circumstances which require significant numbers of hours per week for the conduct of long term regular and systematic work.

#### Professional development

- 10.7 Casual Employees who are engaged and perform work over a period of 13 weeks or more across a 12 month period will have access to up to 7 hours per annum of paid time at their standard hourly rate for the purpose of professional development to assist the Casual Employee to undertake the tasks they are performing at the University. To gain access to the professional development the Casual Employee will need to request and obtain approval from their supervisor. In requesting approval the Casual Employee will need to identify how the professional development will support them in their current role at the University. A Casual Employee on multiple simultaneous engagements can only claim payment for professional development once in every 12 month period.

#### Other casual employee entitlements

- 10.8 Casual Employees who obtain Continuing employment with the University immediately after a Casual appointment (that is within 4 weeks of the last paid casual service, excluding casual appointments solely to perform marking) at the same academic level as their casual work shall

be appointed at no less than the relevant increment step immediately prior to appointment, as long as they have performed 12 months paid service at that particular incremental step.

- 10.9 Casual Employees will, as appropriate and necessary, be provided with access to the following resources and facilities a telephone, computer, an email account, a work desk and a library card.

If there is a reasonable expectation expressed by the Head of School that a casual employee, as set out above, will gain a further casual employment contract in the subsequent teaching term or trimester he or she will be entitled to retain access to a telephone, an email account, a library card and where appropriate a work desk and computer for the period between contracts.

- 10.10 Casual Employees will be eligible to apply for internally advertised University positions.
- 10.11 Where the University has a new or vacant position at classification Levels A or B and there are existing Casual Employees at those level/s within the School, advertising of the position will be limited in the first instance. Such positions will be advertised as an expression of interest, open only to Employees who have been employed casually within the previous 12 month period. Normal Merit Selection processes will apply and a successful candidate must meet all of the advertised essential selection criteria. Where an appointment is not made following this process, the position may then be advertised more broadly.
- 10.12 Notwithstanding the above, where it can be demonstrated that an eligible candidate is not available within the School, the external advertising of a new or vacant position may occur immediately.

#### Casual Employee Induction

- 10.13 All Casual Employees will be paid up to 3 hours at the Other Required Academic Activity rate for the purpose of completing induction to the University. A Casual Employee will be expected to complete re-induction once in every two year period and will receive payment for this time subject to demonstrating that induction has been completed.
- 10.14 Where the University directs a Casual Employee to undertake further mandatory training required to perform the role in addition to the induction in clause 10.13, the Employee will be paid at the Other Required Academic Activity rate.
- 10.15 A Casual Employee on multiple simultaneous engagements will only be paid for a single induction once in every two year period.

#### **11. Probation**

- 11.1 An **Early Career Academic** means an Employee appointed to a Level A or Level B position who has had less than 5 years' regular Continuing and/or Fixed-Term academic employment relevant to the duties of the position.
- 11.2 Employees (other than Casuals) who are deemed **Early-Career Academics** will be subject to a **Probation Period**, comprising:
- a) a **Mandatory Probation Period** of 12 months and
  - b) a **Confirmation Period** of up to a further 24 months, part or all of which may be waived by the Employee's supervisor where the Employee is operating at a more than satisfactory

level. An Employee may elect to remain on their Confirmation Period notwithstanding a waiver by their supervisor.

- 11.3 Any second or subsequent Fixed-Term contract to the same or similar position will not contain a Probation Period.
- 11.4 During a Probation Period an Employee shall be required to demonstrate that he/she has satisfactorily performed the duties and responsibilities as determined in their position description and the *Academic Employee Classification Standards*. During the Probation Period an Employee will not be expected to perform at the same standard as an experienced academic Employee and performance expectations will take this into account.
- 11.5 During the Mandatory Probation Period, the Unsatisfactory Performance procedures as provided in clauses 43 do not apply. During this time the supervisor will provide regular feedback and hold review meetings to discuss progress and identify and address any performance concerns.
- 11.6 A formal appraisal of performance shall be provided to the Employee by the supervisor within 4 weeks of the expiry of the first 6 months of employment. The supervisor must inform the Employee in writing of any impediments to the continuation of the Employee's employment related to performance or capacity to do the job. The Employee will be given reasonable opportunity to respond to the matters raised and will be given reasonable opportunity and appropriate support to improve their performance.
- 11.7 If, following the steps above, the University forms the view that the appointment may be terminated during a Mandatory Probation Period, the University will, no later than 4 weeks prior to the expiration of the Mandatory Probation Period, advise the Employee in writing that the employment may be terminated. An Employee will be advised of, and given an opportunity to respond, and any response will be considered by the University prior to making a determination.
- 11.8 If the University determines to terminate the employment of the Employee during a Mandatory Probation Period, the University will provide 2 weeks' notice or 2 weeks' pay in lieu of such notice.
- 11.9 Notwithstanding the above, within the first 6 months of employment, the University may terminate the employment of an Employee for obvious and substantial, or obvious and repeated, and demonstrated unsuitability for the position.

## **12. Aboriginal and Torres Strait Islander Employment**

### General

- 12.1 The University is one of the largest employers in the region, employing 1,393 staff as at 1 November 2019, excluding casual staff. As such the University can play a major role in Aboriginal and Torres Strait Islanders employment in the area. The University is committed to encouraging, fostering and realising Aboriginal and Torres Strait Islander employment and having an active role in implementing the aims of the National Indigenous Higher Education Workforce Strategy. During the life of this agreement the University will implement the *Aboriginal and Torres Strait Islander Employment Strategy 2018-2021*, with the aims of the strategy being to increase the number and dispersion of Aboriginal and Torres Strait Islander staff within the University to working age population parity. The University will, over the life of this Agreement, use its best endeavours to increase Aboriginal and Torres Strait Islander representation in employment throughout the University to 3% of the University's employees, excluding casual staff.

12.2 The University will report on the numbers and its efforts to achieve this target at each meeting of the JCC.

12.3 In addition to the employment strategy, the University will continue to:

- a) recognise Aboriginal and Torres Strait Islander cultural practices and identity;
- b) ensure policies and procedures support the elimination of racism in the workplace, and make the institution culturally responsive and responsible;
- c) provide staff development, training and mentoring of Aboriginal and Torres Strait Islander Employees;
- d) provide for training on the implementation of employment strategies and cultural diversity programs for managers and staff;
- e) provide Aboriginal and Torres Strait Islander Fixed-term Employees displaced in connection with organisational change with support to seek alternative employment opportunities within the University;
- f) ensure Aboriginal and Torres Strait Islander cultural and/or ceremonial contributions at the University are recognized in workload allocation to Aboriginal and Torres Strait Islander Employees; and
- g) maintain effective links with relevant Aboriginal and Torres Strait Islander communities and agencies.

#### Consultation

12.4 The Committee established to oversee the implementation of the *Aboriginal and Torres Strait Islander Employment Strategy 2018-2021* will include Union (NTEU & Community and Public Sector Union) representation.

#### Selection Committees

12.5 Where practicable, recruitment panels for positions within the Oorala Aboriginal Centre and Identified Aboriginal and Torres Strait Islander positions will comprise at least 50% Aboriginal and Torres Strait Islander membership, including the Aboriginal and Torres Strait Islander Employment Officer or their representative.

#### Indigenous Language Allowance

12.6 An Employee who is required to substantially use an indigenous language in the course of their employment (with a recognized proficiency in any one of the Aboriginal or Torres Strait languages) will be paid an allowance as set out in **Schedule D**.

## Cultural and Ceremonial Leave

- 12.7 The University recognizes the importance of cultural and ceremonial activities, such as NAIDOC week for Aboriginal and Torres Strait Islander Employees and supports their participation in such activities.
- 12.8 Aboriginal and Torres Strait Islander Employees will receive an additional 5 days of paid cultural and ceremonial leave per calendar year to participate in recognized Aboriginal and Torres Strait Islander activities of a cultural or ceremonial nature.
- 12.9 Leave under this clause will be non-cumulative.

## **13. Family and Flexible Working Arrangements**

- 13.1 The University is committed to work strategies to assist Employees 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.
- 13.2 Short term flexible arrangements normally for periods of less than 3 months, may include:
- a) flexible start and finish times for a defined period;
  - b) short breaks of an hour or two to resolve personal or crisis situations or to attend appointments off campus;
  - c) leave scheduled to accommodate family, carer or other commitments;
  - d) reduced hours for short, defined periods to enable family, carer or other commitments to be managed;
  - e) planned work programs to avoid unplanned roster changes or the need to work late.
- 13.3 Longer term flexible working arrangements, where authorized, include provisions such as:
- a) flexible hours;
  - b) Part-Time employment;
  - c) special arrangements (including leave), e.g. for non-custodial parents and for those with elder care responsibilities;
  - d) return to work following parental leave;
  - e) addressing the specific needs of nursing mothers and new parents;
  - f) balancing work and life.
- 13.4 Employees wishing to make application for a short term or long term flexible arrangements will make an application to their supervisor. Supervisors will reasonably consider the application, and only reject the applications on the grounds that the application cannot be accommodated due to the work requirements of the University. Employees making an application for a long term flexible working arrangement should nominate the period required in the application. In the event that the request cannot be accommodated, including alternative options explored by the Employee and supervisor, then the Employee can make application again when circumstances change, or a year after the original application.

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

## **14. Academic Workload**

### **Application**

- 14.1 The provisions of this clause apply to all Continuing and Fixed-Term Employees, (with subclauses **14.29** to **14.32** also applying to Casual Employees).

### **Workload Allocation Principles**

- 14.2 These principles create a framework for the allocation of academic work. The allocation of work will:
- (a) be consistent with a workload model that is evidence based and accurately reflects the time taken to complete the work;
  - (b) be calculated using an hours based model of annual hours of work of 1710 hours for a full-time academic based on 37.5 hours a week (pro rata for part-time Employees);
  - (c) take into account the components of academic work, such as teaching, research, scholarship, and service as defined in **Schedule E**; and the Employee's academic work role (clause **14.20**);
  - (d) occur by way of a transparent, equitable and fair allocation process that provides for consultation with the academic employee;
  - (e) enable workload and output monitoring;
  - (f) support the University's commitment to health and safety of academic employees and consider individual circumstances such as family responsibilities.

### **Implementation**

- 14.3 The University will establish an Academic Workload Committee in accordance with clause **14.6** and will create an academic workload framework in early 2020 and an hours based workload model in accordance with the above principles before the end of 2020.
- 14.4 An hours based workload model will come into effect and be implemented from the start of Trimester 1, 2021.
- 14.5 The academic workload model contained in the 2014 – 2017 UNE Academic Collective Agreement and the School Based workload policies developed under clause 20.3.2 of the 2014-2017 UNE Academic Collective Agreement will continue to apply and cease to operate at the end of Trimester 3, 2020.

### **Development of Workload Model**

#### **Academic Workload Committee (AWC)**

- 14.6 A University Academic Workload Committee (AWC) will be established to develop the academic workload framework for the University and workload model for all Faculties consistent with the principles above. The model will provide time-based allocations for specific academic tasks. Some hourly allocations may differ between Faculties if there is a clear and rational basis for such differences.
- 14.7 In developing the model for time-based allocations for specific academic tasks and their quantification, the AWC will consider and measure the following relevant factors, including but not limited to:

- (a) modes of delivery, including, for example, face-to-face teaching, on-line learning and blended learning;
  - (b) the level of courses taught;
  - (c) preparation for teaching, curriculum development and the development of course materials;
  - (d) the number of students taught for the time required for assessment, marking and student consultation;
  - (e) supervision and mentoring of staff and students;
  - (f) research, scholarship, creative achievement;
  - (g) field work supervision; and
  - (h) University service.
- 14.8 The AWC will be comprised of:
- (a) Two University management representatives (one to be the chair);
  - (b) Three academic Employees nominated by the NTEU (one per Faculty);
  - (c) Three elected academic Employees (one elected from each Faculty);
  - (d) Three academic Employees appointed by the Vice-Chancellor (one per Faculty).
- 14.9 Throughout 2020, the AWC will develop a draft Academic Workload Model through a process of consultation and feedback with University management and its academic employees.
- 14.10 The draft Academic Workload Model will be provided to academic Employees for consultation. Feedback will be provided to the AWC. Following consideration of any feedback and any amendments, the chair of the AWC will provide a recommended Academic Workload Model to the Vice-Chancellor or delegate for consideration and approval to trial.
- 14.11 The draft Academic Workload Model developed by the AWC and approved by the Vice-Chancellor or delegate will be trialled and reviewed in three academic disciplines selected by the AWC during 2020. This trial of the hours based workload model will not be considered a breach of this clause.
- 14.12 Feedback from the trial will be submitted to AWC. Following consideration of any feedback and any amendments, the chair of the AWC will provide a recommended Academic Workload Model to the Vice-Chancellor or delegate for consideration and approval.
- 14.13 Unless it can be demonstrated that the majority of continuing and fixed term Employees within a Faculty oppose the proposed Academic Workload Model, the Model will become operational across the whole University from the start of Trimester 1, 2021.
- 14.14 In the event that there is majority opposition within a Faculty, the Model will be applied to the remainder of the University from the commencement of Trimester 1, 2021. The Model will not be applied to the Faculty opposing the Model, and will be referred back to the AWC for further consideration and feedback from continuing and fixed term Employees for possible changes with respect to that Faculty.

#### Implementation of Workloads

- 14.15 The AWC will monitor and review the implementation of the Academic Workload Model.
- 14.16 The Dean of each Faculty shall be responsible for implementing and maintaining the academic workload model adhering to the above workload principles.

14.17 Academic Employees' workloads will normally be finalised six (6) weeks prior to the commencement of the academic year.

**Academic Roles**

14.18 Each academic Employee will have an academic workload role that informs the basis of their individual workload allocation.

14.19 There will be three designated academic workload roles: teaching focused, balanced and research focused.

14.20 These roles will have thresholds in terms of percentages of the total 1710 hours and permitted variations as follows:

<b>Workload Role</b>	<b>Teaching and teaching-related activities %</b>	<b>Research, creative achievement, scholarship of teaching and learning and/or professional activity %</b>	<b>Service and administration %</b>
<b>Balanced Role</b>	40% An Employee may agree to a teaching allocation of more than 40%, provided that it is for a fixed period of up to 3 years and there is genuine agreement.	40% An Employee may agree to a research allocation of more than 40%, provided that it is for a fixed period of up to 3 years and there is genuine agreement.	20% Service and administration allocation may be increased above 20% for Employees with significant service or administration roles.
<b>Teaching Focused Role</b>	70% Teaching allocation may be increased up to 80% by genuine agreement.	0-30% There is no requirement for Employees in this category to have research allocation	10-30%
<b>Research Focused Role</b>	0-30% There is no requirement for Employees in this category to have a teaching allocation.	70%-100%	10-30%

14.21 The University commits to the balanced role being the predominant type of academic workload role over the life of the Agreement.

14.22 Teaching allocations can be averaged over a 2 year period following consultation with the Employee. Averaged allocations will be reviewed and documented annually.

14.23 Balanced academics will not be required to teach for more than two out of three trimesters per Academic Year, unless by genuine agreement.

14.24 Teaching Focused academics will not be required to teach for more than five out of six trimesters over two consecutive Academic Years, unless by genuine agreement.

- 14.25 In allocating workload, to allow for the taking of a four week block of annual leave and to provide time for research/scholarship, academics in a balanced role will be provided a period of 12 weeks per annum without coursework teaching.
- 14.26 In allocating individual workload:
- (a) Unless by agreement between the Employee and supervisor, no Employee will be required to teach outside the hours of 8am to 6pm, Monday to Friday, with the exception of intensive teaching periods.
  - (b) An Employee will only teach on weekends or public holidays where there is mutual agreement. Such agreements may include arrangements to take time-off-in-lieu.
  - (c) No Employee will be required to teach overseas unless stated in the Employee's contract of employment or with the agreement of the Employee.
- 14.27 In addition, the Faculty Dean or delegate will take into account the following factors in making an allocation of work to an Employee:
- (a) the Employee's professional development objectives for the coming year as agreed during annual PPDR;
  - (b) the total number of teaching hours worked without a break;
  - (c) any reasonable accommodation for disability;
  - (d) any pro rata reduction of hours across all components of academic work to accommodate periods taken as long service leave, leave for special studies program and any significant unplanned leave (e.g. sick leave);
  - (e) any approved annual leave, including approved annual leave in a 4 week block; and
  - (f) the Employee's family needs and responsibilities.

#### **Current Employees**

- 14.28 Existing Employees employed at the commencement of this Agreement will have an academic workload role consistent with their existing role, unless otherwise agreed between the Employee and the Head of School or delegate and approved by the Dean.

#### **Teaching Focused Roles**

##### Opportunities for Casual Employees

- 14.29 Over the life of this Agreement, the University will appoint thirty (30) continuing Teaching Focused academics with a Teaching Focused role (average 10 per annum) from existing casual Employees.
- 14.30 The Teaching Focused positions referred to in clause 14.29 will be advertised internally subject to the following eligibility criteria:

- (a) Only current University casual Employees or casual Employees who have been employed and performed work for the University in the preceding 12 months will be eligible to apply; and
- (b) Appointment into the Teaching Focused positions will be merit based subject to meeting the essential selection criteria for the position.
- (c) These Teaching Focused roles will predominantly perform teaching work that would otherwise have been undertaken by casual Employees.

14.31 The University will report to the JCC regularly on how it is progressing with filling these roles and any difficulties in achieving the targets.

14.32 The University may appoint, through merit based recruitment, up to another twenty (20) teaching focused academics from existing casual Employees. These will be advertised to University casual Employees first; if appointment cannot be made from existing University casual Employees, the University may advertise to fill the positions externally.

#### Opportunities for existing Employees

14.33 Existing fixed term and continuing Employees can elect to move to a Teaching Focused Role. No existing fixed term or continuing Employee will be required to move to a Teaching Focused Role.

14.34 Existing fixed term and continuing Employees who elect to move to a Teaching Focused Role may request to revert back to a Balanced Role after a period of 3 years, subject to developing a research plan with measurable research performance targets that aligns with the research priorities of the School or Faculty and is endorsed by their Head of School and approved by the Dean (or nominee). Endorsement and approval of the research plan will not be unreasonably withheld.

#### Appointments

14.35 Appointments made under clauses **14.29**, **14.32**, **14.33**, and **14.34** can be made from the commencement date of this Agreement with workload allocations in line with the table in clause **14.20**.

#### **Changing Academic Roles**

14.36 Subject to clauses **14.33** and **14.34**, an Employee may request to transition between Academic Roles after 3 years within the role.

14.37 An Employee may propose that their academic workload role change between Teaching Focused, Balanced and Research Focused. Any change in academic workload role must be agreed between the Employee and their Head of School (or delegate) and approved by the Dean.

14.38 Where an employee requests to transition from a Teaching Focused role to a Balanced role or Research Focused role, they must:

- (a) submit and have approved by their immediate supervisor, Head of School and the relevant Dean a research plan with measurable research performance targets; and

(b) be satisfactorily performing in their current academic role.

In relation to clause **14.38(a)** approval will not be unreasonably withheld.

Requests to transition from a Teaching Focused role are approved by the Dean and will be subject to the research priorities of the Faculty.

- 14.39 Employees in each academic role will be eligible for promotion and special studies program within specified eligibility requirements as set out in University policy and procedures.

#### **Review of Individual Workload Allocation**

- 14.40 If an individual academic Employee has a concern that their workload allocation is excessive or unreasonable, they may raise and have considered by the Head of School or delegate, issues related to their academic work allocation having regard to the Workload Model, their Academic Role and factors in clause **14.27**.

- 14.41 If, after five (5) working days, the matter remains unresolved, an Employee may request that the Faculty Dean review their workload allocation. Such requests should be made in writing, and the Faculty Dean or delegate will complete the review and provide a response to the Employee within ten (10) working days of receiving the written request for review.

- 14.42 If the Employee is not satisfied with the outcome of the review, they may invoke clause **49**, Dispute Resolution Procedures.

#### **15. Primary Place of Employment**

- 15.1 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.

- 15.2 The University will pay reasonable costs of removal of personal effects consistent with University policy where:

- (a) An employee voluntarily applies for and is appointed to a position which entails a change to their current primary place of employment outside of Armidale;
- (b) The University proposes a change to an employee's location (e.g. if this is in Armidale, to a location outside of Armidale) in accordance with the major change provisions of Clause **36**, and as a mitigation against job loss the affected employee agrees to this change of location. For the avoidance of doubt, if during an organisational change an employee does not agree to a change in location as a mitigation against job loss, the provisions of Clause **36** Consultation on Organisational Change apply.

#### **15.3 Principles of availability**

It is acknowledged that from time to time employees will undertake a range of duties that either necessitate or benefit from absences from campus. Academic Employees will be reasonably available for interaction and consultation with students and colleagues and will attend scheduled meetings at the University. Consistent with clause **15.1** above, academic Employees will advise their supervisor of their general activities and approval for any extended absences from campus, and be contactable during these times.

## **16. Paid Outside Work**

- 16.1 Any potential additional work an Employee proposes to undertake on behalf of the University, with income apportioned fairly between the Employee and the University, will be discussed with their supervisor in the context of their academic workload agreement and must be subject to approval by the relevant Head of School or PVC where appropriate, before such additional work may be commenced.

Employees proposing to undertake work in addition to their usual position for a third party outside the University are referred to the applicable University policy and procedures.

## **17. Agreement Flexibility**

- 17.1 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 below:

- a) **Salary Packaging** – An employee may elect packaging of salary for superannuation and other items that may be approved in accordance with University policy from time to time.
- b) **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.

- 17.2 The University and the Employee must have genuinely agreed to the arrangement without coercion or duress, and the Employee is better off overall than they would have been if no agreement were entered into.

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

- a) 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
- b) 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.

- 17.3 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.

- 17.4 The University must ensure that the individual flexibility arrangement:

- a) is in writing;

- b) includes the name of the University and Employee;
  - c) 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;
  - d) includes details of:
    - (i) the terms of the enterprise agreement that will be varied by the arrangement;
    - (ii) how the arrangement will vary the effect of the terms; and
    - (iii) how the Employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
  - e) states the day on which the arrangement commences.
- 17.6 The University must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 17.7 The University or Employee may terminate the individual flexibility arrangement:
- a) 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
  - b) if the University and Employee agree in writing — at any time.
- 17.8 The University is responsible for ensuring that all of the requirements of this clause are met.
- 17.9 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.
- 17.10 The right to make an arrangement 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.

### **PART 3 - WHAT IS MY SALARY AND HOW IS MY POSITION CLASSIFIED?**

#### **18. Salaries**

- 18.1 The salary and casual rates are set out in Schedules **A, B and C** of this Agreement. Part time Employees will receive salary entitlements on a pro-rata basis.
- 18.2 On 6 July 2018, the University paid an increase of 1.5% administratively to all classifications covered by this Agreement.
- 18.3 On 16 January 2020, the University paid an increase of 2% administratively to all classifications covered by this Agreement. This administrative increase was back paid to 5 July 2019 on salaries paid to continuing and fixed term Employees employed at the University on 3 January 2020.
- 18.4 Upon approval of this Agreement, the University will pay the following salary, with each rate compounding onto the previous salary:

- a) 2% from the first full pay period to commence on or after 1 July 2020;
  - b) 2% from the first full pay period to commence on or after 1 July 2021; and
  - c) 2% from the last full pay period to commence on or before 30 June 2022.
- 18.5 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.
- 18.5 Employees will be entitled on 31 December of each year to an annual leave loading of 17.5% of 4 weeks salary with a maximum payment equal to the Statistician's average weekly earnings of all males (Australia) for the May quarter preceding the date of accrual. Employees commencing employment after 1 January or ceasing employment prior to 31 December in any year will be paid the above entitlement on a pro rata basis.
- 18.6 Employees are eligible for allowances in accordance with Schedule D.
- 19. Superannuation**
- 19.1 Except as otherwise provided in this clause, the University will provide 17% employer superannuation contributions (inclusive of the employer superannuation guarantee amount under applicable legislation) to a fund (howsoever called) administered by UniSuper, for:
- a) New and existing Continuing Employees;
  - b) Fixed-Term Employees employed on a contract of greater than 12 months;
  - c) Fixed-Term Employees employed on a Fixed-Term contract of less than 12 months who will receive:
    - i. 9.5% or the employer superannuation guarantee rate under applicable legislation (whichever is the greater) until the first full pay period in January 2021 unless the Employee accepts a consecutive second or subsequent contract without a break in service and that extends their prospective service to more than 12 months, in which case the 17% employer superannuation contribution will be payable from the date of acceptance of the consecutive second or subsequent contract; and
    - ii. 17% employer superannuation contributions from the first full pay period in January 2021.
- 19.2 For Superannuation Guarantee Contribution members only, the legislated employer contribution will be paid to the UniSuper Accumulation Super 1 account.
- 19.3 All Casual Employees will have a minimum of an equivalent of 3% of their salary paid to the UniSuper Accumulation Super 1 account. If a Casual Employee earns more than \$450 gross per calendar month, the University will pay the employer Superannuation Guarantee Contribution to the UniSuper Accumulation Super 1 account, inclusive of the 3% employer contribution above.
- 19.4 Nothing in this clause limits the University from exercising flexibilities in the superannuation arrangements and contribution rates where those flexibilities are provided for in the UniSuper Trust Deed as amended from time to time. For the avoidance of doubt, this includes flexibility

in coverage and contribution level. Any reduction in the employer superannuation contribution will be paid as salary.

- 19.5 Employees who are currently contributory members of the State Superannuation Scheme or the State Authorities Superannuation Scheme will continue to be entitled to the legislative provisions covering those schemes.

## 20. Salary Packaging

Employees may participate in packaging of salary for superannuation and other items that may be approved in accordance with University policy and procedures from time to time, and subject to requirements of the Australian Taxation Office and relevant legislation. If the employment of an Employee who has entered into a salary packaging agreement with the University is terminated for any reason, then any payments resulting from the termination will be paid at the rate of the pre-salary-sacrifice salary. This includes but is not limited to annual leave, long service leave, redundancy and notice.

## 21. Classifications

All academic Employees' positions will be classified in accordance with the *Academic Employee Classification Standards* in Schedules **F and G**.

### PART 4 – English Language Teacher Specific Matters

## 22. Classifications and Categories

- 22.1 On appointment, English Language Teachers will be placed on a salary level commensurate with the level for their qualifications and experience:

- a) Category A commences at a minimum of Level 4 with a maximum of Level 10;
- b) Category B commences at a minimum of Level 3 with a maximum of Level 10; and
- c) Category C commences at a minimum of Level 2 with a maximum of Level 10.

- 22.2 Employees will be assigned to one of the following categories based on their qualifications and experience:

- a) **Category A** – Doctoral or Master's Degree in Applied Linguistics or a TESOL-related field, Bachelor's Degree and Diploma in Education or equivalent;
- b) **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;
- c) **Category C** – Bachelor's Degree and recognised TESOL certification; or Bachelor's Degree including TESOL practical and theoretical pedagogy.

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

- a) 1 increment for each year of full-time equivalent TESOL teaching or equivalent; or

- b) 1 increment for each 2 years of full-time equivalent teaching in other languages to a maximum of 3 increments.

22.4 Whenever practical, teaching positions will be offered as Continuing positions and/or Continuing Contingent positions and/or Fixed-term positions. Wherever practical, the ratio of hours taught by Continuing and/or Continuing Contingent and/or Fixed-term Employees to hours taught by Casual Employees shall not be less than 3:1.

### **23. Role Descriptors**

#### Academic Manager

23.1 The Academic Manager is an experienced English Language Intensive Courses for Overseas Students (**ELICOS**) teacher with additional language centre management experience. The Academic Manager ensures the development and maintenance of high quality operations of the English Language Centre (**ELC**), makes a proactive, substantial and strategically significant contribution to the work of the management team of the **ELC**, and demonstrates leadership in developing and maintaining quality assurance mechanisms covering all academic aspects of ELC operations.

#### Head Teacher

23.2 The Head Teacher is an experienced ELICOS teacher and is responsible for coordinating the teaching of all ELC programs. The Head Teacher carries out related supervisory, administrative and professional duties as necessary to ensure the continued provision of English language programs of the highest quality, and participates proactively and effectively in development activities to enhance the professional standards of the ELC.

#### English Language Teachers

23.3 English Language Teachers are responsible for designing, teaching, evaluating and documenting effective courses or course components of general, academic and specific purpose English programs for international students from non-English speaking backgrounds. They perform related administrative and professional duties required to ensure the continued provision of English language programs of the highest quality, support students, and actively participate in professional development activities to enhance the professional activity of the ELC.

### **24. Duties and Time Allocation**

24.1 Full-time teaching Employees are appointed for 35 hours per week allocated as:

- a) a maximum of 20 hours face-to-face teaching (and/or supervision of students in scheduled classes, tutoring and excursions); and
- b) 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, program and resource development.

24.2 The allocation for part-time ELC teachers 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

- 24.3 The casual teaching rate as referred to in Schedule C includes 1 hour of face-to-face teaching and 45 minutes of non-teaching duties.
- 24.4 In cases where the workload involved in discharging the responsibilities of teaching a particular module is agreed by the ELC Director to be exceptionally demanding, Fixed-Term and/or Casual teaching Employees will be paid an appropriate number of hours at the non-teaching rate, while Continuing and/or Continuing-contingent teaching Employees may be provided with an appropriate number of hours taken as time-in-lieu during non-teaching periods.
- 24.5 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 such program coordination is agreed by the ELC Director to be exceptionally demanding, Fixed Term and/or Casual teaching Employees will be paid an appropriate number of hours at the non-teaching rate, while Continuing and/or Continuing-contingent teaching Employees may be provided with an appropriate number of hours taken as time-in-lieu during non-teaching periods.
- 24.6 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 of programs, preparation for future teaching, revision of materials, review of course records, syllabus and materials development and/or review, evaluation and report writing.

## **25. Higher Duties Allowance**

- 25.1 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 5 consecutive working days or more and for a maximum period of 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.

- 25.2 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.
- 25.3 Leave 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.

**26. Teaching Load**

National ELICOS Accreditation Scheme (**NEAS**) guidelines state that there will be no more than 18 students in a class. 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.

**27. ELC Professional Development**

- 27.1 The University is committed to the on-going development of English Language Teachers, and will support professional development activities that will enhance an employee's career development within the University.
- 27.2 Continuing and Fixed-term English Language Teachers will have access to an amount to support them attending professional development activities. The available amount will be calculated as an amount equivalent to 2 % of the Professional Staff Development Fund each calendar year during the life of this agreement (for example if the amount in the Professional Staff Development Fund is \$200,000 in a calendar year, the total amount available to English Language Teachers as a group in the same calendar year will be \$4,000). This amount will be maintained in a fund separate to the Professional Staff Development Fund.
- 27.3 Funding will be facilitated through the Workforce Strategy and Development Unit of HRS and will provide support for professional development activities that have been identified through the annual performance planning and review process.
- 27.4 The purpose of this fund is not to replace normal directorate funded professional development activities, but rather to provide access to enhanced development activities identified as integral to a staff member's professional development.
- 27.5 Supervisors will ensure that professional development forms an integral part of each employee's annual performance planning and review process. Funds will be allocated on the basis of agreed training and development needs and in accordance with the University guidelines. Agreement to fund a development activity in any one year should not be construed as agreement to continue such funding in subsequent years.
- 27.6 Casual English Language Teachers are entitled to access professional development in accordance with clause **10.7** of this Agreement.

## **PART 5. – WHAT LEAVE MAY I BE ENTITLED TO?**

### **28. Annual Leave**

- 28.1 A full-time Employee employed under **Schedule A** will be entitled to 150 hours 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.
- 28.2 ELC teaching staff, employed under **Schedule C**, will be entitled to 140 hours 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.
- 28.3 ELC teaching staff, employed under **Schedule C** and employed prior to 13 October 2014 will be entitled to an additional 35 hours of annual leave per annum for the duration of their current appointment.
- 28.4 Part-time Employees will be eligible for annual leave on a pro-rata basis. Casual Employees are not entitled to annual leave.
- 28.5 The Employee's supervisors will ensure that Employees are able to take their annual leave entitlement for each year.
- 28.6 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. The relevant supervisor will not unreasonably delay or withhold approval.
- 28.7 Annual leave may not be taken in advance of the entitlement accruing.
- 28.8 Annual leave accrues on a daily basis.
- 28.9 An Employee may accumulate a maximum of 40 days annual leave, unless otherwise planned and mutually agreed between the Employee and supervisor.
- 28.10 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.
- 28.11 An Employee may accrue a maximum of 40 days annual leave, unless otherwise planned and mutually agreed between the Employee and supervisor.
- 28.12 If an Employee has accrued, without the supervisor's agreement, an annual leave credit of more than 40 days, the supervisor and the Employee shall agree on a plan to reduce half the Employee's accumulated annual leave credit within a period agreed with the Employee. Such leave shall commence being taken no later than within 6 months of the agreed plan.
- 28.13 If an Employee who is eligible for sick leave, produces a satisfactory medical certificate to the effect that he/she has been incapacitated while on annual leave, the University will re-credit the Employee with an equivalent period of annual leave.
- 28.14 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.
- 28.15 An Employee may seek to "cash out" an amount of annual leave in accordance with University policy. Any "cashing out" of annual leave cannot exceed an amount of leave that must be taken at the time that payment is made.
- 28.16 An Employee may apply to enter into an agreement with the University to purchase between 10 days (2 weeks) and 20 days (4 weeks) additional annual 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.

## **29. Long Service Leave**

### Entitlement

- 29.1 An Employee who has completed 10 years' service at the University (whether continuous or broken periods) will be entitled to long service leave. Part-time Employees will receive entitlements on a pro rata basis.
- 29.2 Service as a full time Continuing or Fixed-term Employee accrues an entitlement to 65 paid working days long service leave after 10 years or 6.5 working days per annum. After 15 years of service, long service leave will accrue at the rate of 10.8705 paid working days for each additional year of service.
- 29.3 Service as a Casual Employee after 9 May 1985 accrues an entitlement to 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.
- 29.4 Public holidays occurring during a long service leave period will be regarded as part of the long service leave.
- 29.5 Where an Employee (other than a Casual Employee) with not less than 5 completed years of service dies, resigns as a result of pressing domestic or personal necessity, or whose employment is terminated by the University 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 65 days for 10 years' service.
- 29.6 Where an Employee with 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.

### Taking long service leave

- 29.7 Subject to clause 29.9, 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 6 months in advance, or in the absence of such notice, the Head of Cost Centre consents.
- 29.8 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.
- 29.9 Where an Employee has accumulated a long service leave entitlement in excess of 100 days, the Head of Cost Centre may give the Employee written notice to take up to 65 days of such leave, at a time convenient to the needs of the University, provided that:
- a) the Employee is given written notice of at least 12 months of the date on which leave must commence;
  - b) the Employee is not required to take long service leave within 24 months of written notice of their retirement;
  - c) the minimum period of leave the University can require an Employee to take will be 30 days;

- d) in any case where an Employee has taken leave pursuant to this sub clause the Head of Cost Centre will not require the Employee to take a further period of long service leave for a period of 2 years after the end of that period of leave.

#### Recognition of Prior University Service

- 29.10 Prior continuous service with other Australian universities will be counted as service for the purposes of calculating long service leave entitlements provided that:
- a) only service from 1 January 1969 will be taken into account for eligibility purposes;
  - b) the Employee, within 6 months following their commencement at UNE, provides appropriate evidence to UNE's Human Resource Services (HRS) Directorate of prior service;
  - c) there is not more than 2 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;
  - d) except as provided in clause **29.13** 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;
  - e) unless agreed otherwise with the relevant Senior Executive Officer, the Employee will be required to serve at least 5 years with UNE before being permitted to take accrued long service leave or be paid in lieu, if applicable, on termination of employment; and
  - f) 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.
- 29.11 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 2 months.
- 29.12 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 a receiving university, provided that the receiving university agrees and will recognise the accrued long service leave.
- 29.13 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 **29.11(d)** 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.

### 30. Personal Leave

#### Personal illness or incapacity

- 30.1 Employees other than Casual Employees will be entitled to paid personal leave when they are unable to attend work due to personal illness or incapacity, and do not receive workers' compensation payments in respect of the absence:
- a) employees will be credited with 10 days paid leave in their first year of employment, credited 12 months in advance, or a pro rata amount where the contract is less than 1 year;
  - b) employees will be credited with an additional 40 days paid leave per annum in their second year of employment, credited 12 months in advance;
  - c) employees will be credited with an additional 40 days paid leave per annum in their third year of employment, credited 12 months in advance; and
  - d) employees will be credited with 10 days paid leave per annum for subsequent years of employment, credited 12 months in advance.
- 30.2 Leave untaken in the year of accrual is added to an Employee's entitlement on their **anniversary date**.
- 30.3 The **anniversary date** for the purpose of credit of personal leave entitlement is:
- a) for staff employed prior to 20 October 2014, the anniversary date is their current anniversary date; and
  - b) for staff employed after 20 October 2014, their anniversary of appointment.
- 30.4 Where a public holiday, which would normally be a working day, falls during a period of personal leave, the absence on the public holiday will not be treated as personal leave.
- 30.5 No payment is made in lieu of unused leave on termination.
- 30.6 The University may require an Employee who has taken more than 25 days' personal leave in any one year of employment to undertake a medical examination for the purposes of obtaining an opinion on the Employee's medical condition.
- 30.7 Additional paid personal leave may be approved by the relevant Senior Executive Officer in exceptional circumstances if an Employee is seriously ill and suffering substantial hardship and has used up all of their paid personal leave entitlement.

#### Workers Compensation Leave and Make-Up Pay

- 30.8 Employees who are injured at work and submit a workers' compensation claim will be paid from their personal leave entitlements pending the determination of the claim. Where the claim has been subsequently approved by the insurers, then the Employee's personal leave record will be adjusted.
- 30.9 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.
- 30.10 Paid leave will be exclusive of any personal leave entitlement due and owing to the Employee. 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.

#### Family/Carer's, Compassionate and Religious/Cultural Leave

- 30.11 An Employee (other than a Casual Employee) is entitled to use their personal leave credits for family/carer responsibilities.
- 30.12 An Employee (other than a Casual Employee) is entitled to use up to 10 days' of their personal leave credits in any year of service for bereavement/compassionate reasons, or religious, ceremonial and/or cultural reasons.
- 30.13 Where an Employee has exhausted their personal leave entitlement, a further 2 days of unpaid Family/Carers per occasion will be available in the event of an unexpected emergency.
- 30.14 In the event that an Employee has exhausted their sick leave entitlement, an additional 2 days of paid bereavement/compassionate leave per occasion will be available to Employees.
- 30.15 **Family/carers responsibility leave** is to care for a member of their immediate family or household who is ill or incapacitated and require care and support or who require care due to an unexpected emergency:
- a) Employees with shared responsibility for the care of a family member may not access this entitlement on the same day or days, unless they can demonstrate exceptional circumstances to the University's satisfaction; and
  - b) to assist Employees with family responsibilities, a supervisor may agree to them:
    - i. taking up to 2 weeks annual leave in single days; or
    - ii. taking unpaid leave or undertaking additional work to make up for time taken to care for a family member who is ill or incapacitated.
- 30.16 **Bereavement/compassionate leave** can be taken in the event of the death of a member of the Employee's immediate family, or if a member of the 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. It can also be accessed where a person of importance in the Employee's culture dies, or for other reasons of a compassionate nature, given in writing and accepted by the University.
- 30.17 Leave can be taken for **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.

#### Casual Employees

- 30.18 Subject to providing notification and medical certificates or other documentation as specified in clause **30.22**, Casual Employees are entitled to be unavailable to attend work, or to leave work:
- a) if they need to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child; or
  - b) upon the death in Australia of an immediate family or household member; or

c) for other bereavement / compassionate reasons as detailed in clause **30.16**.

- 30.19 The Employee and their supervisor will agree on the period for which the Employee will be entitled to be unavailable to attend work. If agreement cannot be reached, the Employee will be entitled to be unavailable to attend work for up to 48 hours (i.e. 2 days) per occasion. No payment will be made for any period of non-attendance.
- 30.20 The University will not fail to re-engage a Casual Employee because they accessed the entitlements provided for in this clause. The rights of the University to engage or not to engage Casual Employees are otherwise not affected.

#### Notification and supporting evidence

- 30.21 For the purpose of the family/carers, compassionate and religious/cultural leave provisions, **immediate family member** of an Employee means 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.
- 30.22 An Employee who is unable to attend work due to personal illness or incapacity, family/carer responsibilities, bereavement/compassionate reasons, or religious, ceremonial and/or cultural reasons must:
- a) notify their supervisor of their intended absence and its estimated duration as early as practicable on the first day of their absence (or as soon as practicable thereafter where due to exceptional circumstances notification cannot be provided on the first day of the Employee's absence); and
  - b) provide a medical certificate (or in the case of an absence due to an unexpected emergency, bereavement/compassionate reasons, or religious, ceremonial and/or cultural reasons, a statutory declaration or other documentation that is acceptable to the University):
    - i. for any single period of absence of 5 working days or more; and
    - ii. if requested to do so, for any absence after taking 5 separate periods of personal or carer's leave in one year of employment without providing a medical certificate, after being notified that they have taken 5 such periods of leave and that certificates are required for future absences.

### **31. Parental Leave**

- 31.1 In this clause:
- a) **Parent** includes step-parent, co-parent, biological, adoptive or foster parent
  - b) **Partner** means spouse, former partner, de facto or same sex partner
  - c) **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
  - d) **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.
- 31.2 Full-time Continuing Employees are entitled to parental leave in accordance with this clause.
- 31.3 Part time Continuing Employees are entitled to parental leave on a pro-rata basis.
- 31.4 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.

- 31.5 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.

#### Entitlements

PARENTAL LEAVE TYPE	ENTITLEMENT	CONDITIONS
<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, 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 may commence up to 20 weeks before and 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 6 weeks of the EDB will normally commence maternity / primary carer leave.</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, consisting of:</p> <ul style="list-style-type: none"> <li>• 3 weeks on full pay plus</li> <li>• up to 5 weeks unpaid</li> <li>• where the mother is not employed by UNE, an additional period, or periods of leave without pay provided the</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>

	total absence on partner leave will not exceed 52 weeks	
<b>Adoption</b> Leave for the primary carer of an adopted child	<b>52 weeks</b> in total consisting of: <ul style="list-style-type: none"> <li>• 12 weeks full pay; or</li> <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>	<ul style="list-style-type: none"> <li>• Leave to commence on the date of placement of the child</li> </ul>
<b>Foster</b>  Primary carer of a foster child younger than 5 years  Child 5 years or older on long term placement	In any one 12 month period, leave consisting of: <ul style="list-style-type: none"> <li>• 105 hours paid leave; or</li> <li>• 210 hours leave on half pay</li> <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>
<b>Child Rearing</b> Care of pre-school age children up to 6 years	Consisting of: <ul style="list-style-type: none"> <li>• 52 weeks unpaid</li> <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>
<b>Prenatal</b>	Consisting of paid leave totaling 21 hours for a pregnant woman	<ul style="list-style-type: none"> <li>• Can be accessed after 12 weeks of pregnancy</li> </ul>
<b>Postnatal</b>	An employee who is breastfeeding will be entitled to regular breaks in paid time for lactation purposes.	<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>

- 31.6 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

- 31.7 The University must not refuse to re-engage a Fixed term Employee because:
- a) the Employee or Employee's partner is pregnant; or
  - b) the Employee is or has been immediately absent on parental leave.

#### Further Conditions

- 31.8 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.
- 31.9 Parental leave cannot be taken in broken periods unless mutually agreed for career development purposes.
- 31.10 Parental leave does not break continuity of service.
- 31.11 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.
- 31.12 All leave accruals and employer superannuation contributions during the period of paid parental leave at half pay will be on a pro rata basis.
- 31.13 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.
- 31.14 If a pregnancy terminates by miscarriage or still birth after 20 weeks of pregnancy have elapsed, or the child dies shortly after birth, an Employee shall be entitled to a maximum of 4 weeks paid maternity leave.
- 31.15 If a pregnancy terminates by miscarriage before 20 weeks of pregnancy, an Employee is entitled to use sick leave to cover any absence.
- 31.16 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

- 31.17 A replacement Employee is an Employee specifically engaged or temporarily promoted or transferred, as a result of an Employee proceeding on parental leave.
- 31.18 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

- 31.19 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.

- 31.20 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.
- 31.21 Once an Employee has returned to work, any further working arrangements will be considered through the Family and Flexible Working Arrangements.

Documentation

- 31.22 Appropriate certification relating to the birth, adoption or fostering of the child must be produced if required by the University.
- 31.23 For partner or primary carer leave, appropriate documentation (which may be a statutory declaration) will be required to prove the relationship to the child.

Implementation

- 31.24 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:
- a) access professional development opportunities, activities and functions; or
  - b) make application and be considered for internal jobs or secondment opportunities where they indicate that they are available to take up any resulting offers.
- 31.25 Employees returning from parental leave will receive a briefing from their supervisor on the latest changes and developments in their position and work area.
- 31.26 An Employee during their parental leave will be consulted concerning any significant change in responsibilities proposed for the employee’s substantive position.
- 31.27 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.

Notice Requirements

31.28 Employees are required to provide the following notice and documentation to the University:

<b>Event</b>	<b>Period of Notice</b>
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
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### 32. Jury and Witness Leave

- 32.1 An Employee required to attend jury service **will be deemed to be on duty** on normal pay; the Employee will pay to the University any fee paid to them for jury service other than for expenses.
- 32.2 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.
- 32.3 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.

### 33. Domestic Violence Leave

- 33.1 The University recognises that some of its staff may experience situations of violence or abuse in their domestic life that may negatively affect their attendance or performance at work. Domestic violence includes physical, financial, verbal or emotional abuse by a current or former family/household member.
- 33.2 Employees are entitled to up to 10 days leave each year if as a result of domestic violence, they require leave for reasons such as attending medical or counselling appointments, court hearings, organising safe housing, care and/or education arrangements, police appointments and accessing legal advice. This leave may be taken as consecutive days or single days or as a fraction of a day. Leave does not accrue from year to year and unused leave is not paid out on termination of employment.
- 33.3 If an Employee has exhausted their domestic violence leave entitlement:
- a) they are entitled to access annual leave, personal/carers leave and long service leave for reasons related to domestic violence; and
  - b) where all paid leave is exhausted, may apply for additional paid leave for reasons related to domestic violence, granted at the discretion of the Director, HRS.
- 33.4 An Employee who is unable to attend work for reasons of domestic violence must notify their supervisor as soon as practicable. The University may require proof of domestic violence such as agreed documentation from the police, a court, a medical practitioner, a domestic violence support service, lawyer, counselling professional or statutory declaration.
- 33.5 An Employee experiencing domestic violence may also apply for:
- a) use of the University's EAP program;

b) flexible working arrangements, including changes to working times consistent with the needs of the work unit;

c) changing work location (where practicable), telephone number or email address; and

other measures referred to and in accordance with the University policy and procedure.

33.6 Applications by an Employee under this clause may be made directly to their supervisor or if preferred the Director HRS.

#### **34. Public Holidays**

34.1 Employees (other than Casual Employees) will be entitled to observe the following days as holidays without loss of pay: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day and any other day/s declared a public holiday in New South Wales under the *Public Holidays Act 2010 (NSW)* (excluding declared local holidays, for example Armidale Cup Day).

34.2 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.

34.3 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.

#### **35. Close Down**

##### Christmas

35.1 Employees (other than Casual Employees) will be entitled to leave on ordinary pay between and including the period of Christmas Day and New Year's Day (**Christmas break**) in recognition of the University's annual close down and substitution for declared local public holidays.

35.2 The University may, in the interests of providing a continuing service to its students, require certain Employees to work over the close down. Should an Employee be required to work during the Christmas close down they will accrue time off equivalent to the quantum of time worked. Such time off should normally be taken within 4 weeks of the Christmas break at a time mutually agreed between the Employee and their supervisor.

35.3 Any day which falls during the Christmas break and is declared as a public holiday will form part of the Christmas close-down.

##### Additional Period

35.4 The University may designate an additional close-down of some or all of the University's operations at any time during the year. Staff will be entitled to their ordinary pay during any such close down.

35.5 The provisions of this clause do not apply to Casual Employees.

#### **PART 6. –WHAT HAPPENS WHEN THERE ARE SIGNIFICANT CHANGES THAT AFFECT ME?**

## **36. Consultation on Organisational Change**

36.1 The provisions of this clause apply if the University proposes:

- a) to introduce a major workplace change, being a workplace change that has **significant effects** on Employees; or
- b) a minor change; or
- c) to introduce a change to the regular roster or ordinary hours of work of Employees.

### Minor workplace change

36.2 In cases where changes in the workplace are relatively minor, as a consequence they will be addressed at the workplace level through direct local discussion and consultation with Employees and/or Head of School/Head of Cost Centre with a view to reaching agreement on mutually acceptable solutions and alternatives.

### Major workplace change

36.3 A major workplace change has **significant effects on Employees** if it is anticipated that one or more of the following:

- a) ceasing employment due to redundancy/ies;
- b) major change in the composition, structure or size of the University's workforce (not including reporting line changes);
- c) reduction in the workforce of a school or cost centre which will have a significant impact on the school or cost centre; and
- d) the restructuring of jobs which will have a negative impact on Employees.

### Principles regarding Major Workplace Change

36.4 Because job security is an important principle to the University, the University will consider any proposal to minimize or eliminate the need for retrenchments at any time during an organisational change process.

36.5 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. The views of staff and the Unions will be valued and taken into account by the University.

36.6 Employees who are likely to be affected by major change, together with the NTEU or other Representatives, will be meaningfully involved in the consideration of change proposals throughout the process. This includes all stages, from the development of a formal proposal to implementation issues once the change is determined. The University will include Employees who are on leave in the consultative process. For Employees at work, reasonable time for the development of responses to the change proposal will be considered to be part of normal duties.

- 36.7 Recognising the sound development of workplace change requires the involvement of the Employees who are anticipated to be affected by change, the University, where relevant will engage in preliminary fact finding, data gathering and informal discussions with a range of stakeholders including potentially affected Employees prior to issuing a formal proposal for major workplace change (**Step 1 - Consultation**).

#### Major Workplace Change - Consultation

##### *Step 1 - Consultation on Major Workplace change*

- 36.8 Where the University has developed a formal proposal for major workplace change, the University will engage in formal consultation with directly affected Employees and their Representative/s regarding the major workplace change.
- 36.9 The consultation period is the period before a final decision is made, where Employees and the NTEU and other Representatives are given the opportunity to:
- (a) express their views on the proposed change;
  - (b) provide alternative options to the change, including proposals to mitigate against job loss; and
  - (c) have real and meaningful input into the change process and the final decision.
- 36.10 Formal consultation will commence with a preliminary meeting held with directly affected Employees and their relevant Representative/s to present the proposal. Following this meeting, a written proposal will be distributed to directly affected Employees and/or their relevant Representative for the purpose of consultation under this clause. The written proposal will set out:
- a) the underlying rationale for the change;
  - b) the objectives and aims of the proposed change;
  - c) information about the proposed major change;
  - d) where possible redundancies are identified, the document will include the rationale for the redundancy being genuine, and specify the fair and objective criteria that will be the basis of selecting staff to be identified as excess employees;
  - e) potential significant impacts the change is likely to have on Employees;
  - f) the proposed organisational chart/s;
  - g) key responsibilities of positions in the new structure; and
  - h) any measures that the University is considering in order to avert or mitigate any material adverse effect of the proposed major change on the affected Employees.

- 36.11 Unless otherwise agreed, the written proposal referred to in clause **36.10** will be provided at least five working days prior to any further meeting with the Employees to discuss the proposal and will also be provided to the NTEU or other Representative. The timeframe for consultation will not be less than 10 working days, unless otherwise agreed. At the request of any party, the timeframe for consultation will be increased from 10 to up to 20 working days. By agreement the timeframe for consultation may be increased to more than 20 working days.
- 36.12 Throughout the consultation period, the University will provide the opportunity to meet and confer with the affected Employees and their Representatives on the proposed change and any potential alternative proposals. Additional meetings may be organized by the University to facilitate open discussion and will also be arranged if requested by an affected Employee or the NTEU.
- 36.13 During the consultation period, the University will invite submissions from affected Employees and their Representatives, which may include proposed options to mitigate adverse effects and/or job loss, for example, proposals for:
- a) transfer within the University, including the provision of reasonable retraining by the University) (transfer within the University will be in accordance with the provisions of Clause **37**);
  - b) taking leave, early retirement, Fixed-Term pre-retirement contract, or Part-Time employment and/or job sharing;
  - c) voluntary redundancy (with payments per clause **38**).
- 36.14 The University will give prompt and genuine consideration to matters and proposals raised during the stated formal consultation period by Employees and their Union or other Representatives before deciding whether to proceed with the proposed change, either in its original or revised form and issuing a final workplace change plan. In the case of English language teachers, position descriptions for positions relevant to the change process will be drafted and provided to staff for feedback prior to finalizing any change document.
- 36.15 Following the consultation period, the University will distribute a final workplace change plan to the directly affected Employees and their Representative(s), which will include consideration of matters raised during the consultation period by Employees and an implementation plan with proposed timeframes.

*Step 2 – Implementation of Major Workplace change*

- 36.16 The University will continue to consult with and support directly affected Employees during the implementation of major workplace change, including opportunities for avoiding or mitigating any detrimental outcomes for affected Employees. Where an Employee's position has become redundant, the University will use every effort to avoid forced retrenchments. Where practicable the University will achieve reductions through appropriate voluntary measures as outlined in clause **36.13**.
- 36.17 Existing continuing employees shall continue to hold the position where the duties of a position are not significantly changed.

- 36.18 Where the duties of a position are significantly changed, or there are new position/s created, potentially redundant employees will be considered first for those positions prior to commencing a recruitment process.
- 36.19 Fair, transparent and objective criteria will be used to place employees in remaining positions.
- 36.20 An employee potentially facing retrenchment may seek, and will then be provided with:
- (a) access to appropriate support from within the University to assist in seeking alternative employment; and/or
  - (b) one day a week (or pro rata) (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.
- 36.21 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.
- 36.22 At any time during a change process, where potential redundancies have been identified, 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 \$300 upon the presentation of an invoice/receipt.

#### Retrenchment Review

- 36.23 Where an employee has been formally advised of their retrenchment, the employee may apply to the Vice Chancellor to review the decision that they be retrenched (“the application for review”) (by the process referred to in **36.24 – 36.26**) on the basis of alleged failure to apply the provisions of this clause. This application for review must be received by the Vice-Chancellor no more than five working days after the date of the formal advice of retrenchment.
- 36.24 Within 10 working days (where practicable) of receipt of the employee’s application for review, the Vice-Chancellor will convene a Retrenchment Review Committee consisting of:
- (a) A Chairperson (who is not a union official) agreed between the Vice-Chancellor and the NTEU who is chosen from a list of Chairpersons agreed between the University and the NTEU;
  - (b) An employee nominated by the University; and
  - (c) An employee nominated by the NTEU.
- 36.25 The Retrenchment Review Committee will consider the application for review, and any response to the application by the University in reply, and the provisions of this clause. The Committee will provide a report (“the Report”) to the Vice-Chancellor on whether or not the provisions of this clause were followed in respect of the applicant’s termination; in particular whether:
- (a) there is a genuine redundancy;
  - (b) fair and objective criteria have been used to select the employee making the application for review as an excess employee; and
  - (c) genuine and adequate consideration has been given to measures to avert or mitigate the adverse effects of termination of employment on the employee making an application for review.

- 36.26 The Vice-Chancellor will consider the Report and make a determination about the application for review ("the determination"). In making the determination the Vice-Chancellor shall take such steps as they deem necessary, including:
- (a) confirming the retrenchment;
  - (b) rescinding the retrenchment; or
  - (c) taking steps to remedy any unfairness as seems reasonable to them.
- 36.27 The Vice-Chancellor's determinations will be made as soon as is practicable, and their decisions 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.

#### Change to Ordinary Hours of Work or Changes to Rosters

- 36.28 Where it is proposed that an Employee's regular roster or ordinary hours of work (except where an Employee has irregular, sporadic or unpredictable working hours), the University will:
- a) provide information to the directly affected Employees and the NTEU or Representatives about the change;
  - b) invite the directly affected Employees and their Representatives to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
  - c) consider any views given by the Employees about the impact of the change.

#### Finalisation of workplace change process

- 36.29 Following completion of the consultation process and, where appropriate, any retrenchment review, a final workplace change document will be provided to all employees and the NTEU. The workplace change process is then finished.

### **37. Transfer**

Transfers will only occur by mutual agreement.

### **38. Redundancy**

- 38.1 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.
- 38.2 An Employee will not be disadvantaged as a result of their position being made redundant in accepting future employment at the University at any point through an open and competitive merit selection process.

#### Redundancy Pay

- 38.3 The minimum value of the redundancy pay will be no less than 2 weeks for every completed year of continuous service (part time service will be calculated on a pro rata basis).

- 38.4 Where an Employee has completed at least 5 years continuous service with the University the Employee will be entitled to an additional 4 weeks pay.
- 38.5 The maximum retrenchment package payable under sub clauses **38.3** and **38.4** will be no more than 52 weeks.
- 38.6 An Employee will receive redundancy payments as per clause **38** or the redundancy pay due under the National Employment Standard, whichever is the greater.

#### Notice Period

- 38.7 An Employee who is retrenched will be entitled to 26 weeks payment in lieu of notice in addition to the retrenchment payment.
- 38.8 **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.

#### Academic Expenses

- 38.9 Any reasonable costs and charges as determined by the Vice-Chancellor associated with a programme of retraining as an agreed measure to mitigate the effects of an Employee's position being surplus will be reimbursed to the Employee.

#### Teaching Focused Role

- 38.10 If as a result of a workplace change, an academic position is made redundant, the position cannot be replaced by a Teaching Focused position within a two year period of the position being made redundant.

## **PART 7 – HOW DOES PERFORMANCE DEVELOPMENT, REVIEW AND PROMOTION APPLY TO ME?**

### **39. Performance, Planning, Development and Review (PPDR) Program**

- 39.1 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.
- 39.2 The University is also committed to providing all Employees with career development opportunities when they are available.
- 39.3 The PPDR Program applies to all individual Employees (excluding Casual Employees).
- 39.4 The PPDR Program is designed to provide all Employees with an opportunity to plan and discuss career and development options with their supervisor.
- 39.5 The UNE PPDR Program will:
- a) 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;
  - b) 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 with reference to duty statements and position descriptions and position classification standards and associated tasks;

- c) provide appropriate career development and training, and encourage and facilitate professional growth, skills acquisition, job satisfaction and career planning;
  - d) 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;
  - e) 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;
  - f) provide a mechanism for constructive recognition, support and feedback within a supportive, respectful and collegial working environment.
- 39.6 A supervisor who identifies unacceptable performance by an employee and wishes to take disciplinary action must follow clause **43** Unsatisfactory Performance of this Agreement.
- 39.7 The PPDR Program applies to all employees (excluding Casual Employees), and includes assessments of Employee performance for the purpose of:
- a) professional and career development (formative appraisal);
  - b) incremental progression;
  - c) academic probation;
  - d) performance;
  - e) cyclical performance reviews; and
  - f) promotion.

#### Supervisors

- 39.8 Each Employee will be advised in writing of their nominated supervisor. For the purpose of the PPDR, supervisors will be competent in the work unit/discipline of the Employee. Employees may make a case to the relevant Senior Executive for an alternative supervisor to be designated for the purpose of performance management. Employees who make such a case will not be unreasonably refused.
- 39.9 Supervisors are responsible for implementing the PPDR 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.
- 39.10 Supervisors will discuss with their Employees the following matters:
- a) workplace and external developments that affect the Employees and their unit;
  - b) opportunities for initiatives, innovation and engagement that would directly involve the Employees, including realignment of their activities and priorities to best support University strategies;
  - c) 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;
  - d) training and professional development needs of the Employees; and

e) any other matter that any Employee raises.

39.11 Employees should discuss career development opportunities with their supervisor.

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

39.13 Career development opportunities that may be appropriate through the PPDR 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.

39.14 All supervisors will undertake training in relation to PPDR. This training will be completed prior to the PPDR process being initiated by the supervisor. It is the expectation that all Employees will familiarise themselves with the University Performance Planning, Development and Review policy and processes.

#### **40. Incremental Progression**

40.1 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.

40.2 An Employee will proceed by annual increment to the next salary point within the applicable classification subject to demonstrating satisfactory performance, and where appropriate, acquiring and using additional skills, experience and knowledge within the ambit of the classification.

40.3 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:

- a) a supervisor has concerns that an Employee's performance would not justify the award of an increment;
- b) the Employee has previously been informed of the concerns in writing and has been given a reasonable opportunity to respond to the concerns; and
- c) 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.

40.4 If the supervisor still has concerns about the Employee's performance then the provisions of clause 43 must be initiated as Unsatisfactory Performance.

40.5 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.

40.6 Where the outcome of a Dispute or Unsatisfactory Performance procedure identifies that movement between salary points should have occurred, adjustment to salaries and entitlements will be paid retrospectively to the Employee's anniversary date.

#### **41. Academic Promotion**

41.1 Academic Promotion will be conducted annually in accordance with University policy.

#### Level A Academic Promotion

41.2 Upon proven attainment of a relevant Doctoral Qualification, any fixed-term or continuing Level A Academic staff member will be appointed to a minimum of Level A+7 from the next pay period.

41.3 Level A Academic staff holding a relevant Doctoral Qualification and demonstrating satisfactory performance will automatically progress to Level B (Base) after 12 months at Level A+7.

#### Level C – E Academic Promotion

41.4 The Academic Promotions Committee shall comprise:

##### *Ex Officio*

- Provost & Deputy Vice-Chancellor (Chair) (or Nominee)
- Deputy Vice-Chancellor (Research) (or Nominee)
- Pro-Vice-Chancellor (Academic & Innovation) (or Nominee)
- Chair of Academic Board (or Nominee)

##### *Appointed*

- One academic staff member from each Faculty appointed by the Vice-Chancellor;
- One additional member may be nominated by the Vice-Chancellor if deemed appropriate to allow for equity, and/or discipline balance and/or benchmarking purposes; and
- One external member nominated by the Vice-Chancellor (for Level D & E applications).

##### *Observers*

- An NTEU observer (at any academic level) appointed by the NTEU
- An equity observer appointed by the Director, Human Resources will be present at the Promotions Committee and the Promotions Appeals Committee.

#### Appointed Members

41.5 The University will call for expressions of interest bi-annually from academic staff to sit on the Promotion Committee.

41.6 All members of a Promotions Committee will normally hold at least the level of appointment to which promotion is being considered by that committee.

41.7 The final composition of the Promotions Committee is approved by the Vice Chancellor, or nominee, taking into consideration the following:

- (a) all those submitting an expression of interest will either be appointed to a Committee or be a reserve member;
- (b) composition of the Committee must consider and reflect equity and diversity including gender, teaching, research and service experience;
- (c) where insufficient expressions of interest are received, or where equity diversity composition cannot be met, the Vice-Chancellor can appoint directly;
- (d) where an application is submitted by an employee who identifies as an Aboriginal or Torres Strait Islander, the Vice Chancellor may invite an additional member who identifies

- as an Aboriginal or Torres Strait Islander to the relevant Committee for consideration of that particular application;
- (e) an individual who is required to provide a report on an application in that year are ineligible for membership of the relevant Promotions Committee in that year;
  - (f) academic staff who have applied unsuccessfully for promotion in the previous year are ineligible for membership of the relevant Promotions Committee in that year;
  - (g) academic staff applying for promotion in the current promotions round are ineligible for membership of the relevant Promotions Committee in that year;
  - (h) members of a Promotions Committee are ineligible to serve as an independent expert for any application considered by the Promotions Committee.

#### Subsequent applications

- 41.8 Unless otherwise agreed, an applicant who has been unsuccessful in two consecutive years in their bid for a promotion cannot apply in the following year.

#### Academic Promotion Appeals

- 41.9 Academic Promotion appeals will be conducted as required and in accordance with University policy.

- 41.10 The Promotions Appeals Committee will comprise:

- (a) one Professor (Chair) nominated by the Vice-Chancellor; and
- (b) two Professors or Associate Professors appointed by the Vice-Chancellor. Additional members may be co-opted where necessary, e.g. to ensure gender balance. All members will have served on previous Promotion Committees, but must not have been involved in any aspect of an applicant's case to be reviewed.

## **42. Special Studies Program**

- 42.1 The objective of the special studies program is to strengthen the University by fostering the intellectual, professional, and career development of its academic employees. The University is committed to the on-going development of its academic employees by providing the opportunity for engagement with professional programs and development activities, research or scholarship to enhance their own research, teaching and administrative/service expertise, aligned with the strategic directions of their School and the University as a whole.
- 42.2 Employees who hold a continuing position (full-time or fractional), and who have held such a position for at least three years, are eligible to apply for study leave (pro-rata for part-time employees). Eligible employees are encouraged to continue to apply for study leave at regular intervals (eg: every 6 years) and in accordance with University policy and procedure.
- 42.3 Applications will be assessed in accordance with University policy and procedure using fair, equitable and objective criteria.
- 42.4 Employees who are approved to take leave for the special studies program will have their hours workload allocation reduced across all components of academic work on a pro rata basis to accommodate the period of time taken for the special studies program as per subclause 14.27(d).

## **PART 8. – HOW CAN MY EMPLOYMENT CEASE OR DISCIPLINARY ACTION BE IMPOSED?**

### **43. Unsatisfactory Performance**

#### General

- 43.1 Employees are entitled to natural justice and procedural fairness in connection with the management of Unsatisfactory Performance.
- 43.2 Employees may choose to bring a support person or their Representative to meetings held in connection with this clause.
- 43.3 Unless otherwise stated, performance management will occur in a timely manner and within nominated timeframes, unless delayed on reasonable grounds, in which case an explanation for the delay will be provided.
- 43.4 **Unsatisfactory Performance** means a level of performance which is unacceptable, including:
- a) the failure of an Employee to perform the work of the position or appointment at a standard which would be reasonably required having regard to the duties, nature and purpose of the position; and/or
  - b) a failure to meet expected standards in the workplace, for example:
    - i. persistent, unsupported absence or lateness, or persistent unavailability;
    - ii. 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
    - iii. inadequate completion of administrative tasks or other responsibilities without reasonable justification.
- 43.5 This clause does not apply to Casual Employees or within the first 6 months of employment (clause **46.2**) or during a probation period (clause **11.2**).

#### Monitoring and Feedback

- 43.6 Performance monitoring and feedback is provided to Employees on an ongoing basis, through regular discussions with their supervisor (including during the PPDR process (clause **38**)).

#### Stage 1 – Informal process

- 43.7 If a performance concern with an Employee is identified, the supervisor will consider if the concern is Unsatisfactory Performance.
- 43.8 Where the supervisor considers the concern is Unsatisfactory Performance, the supervisor will make an assessment to determine whether the concern:
- (a) has been the subject of a previous performance improvement plan within the previous 12 months on the same or similar matter and may therefore be referred to a Decision-Maker under clause **43.18**;

- (b) has been the subject of a previous informal performance management process at clause 43.9 within the previous 12 months and may therefore commence the procedures from clause 43.10;
- (c) should be referred to another University process under the agreement (e.g. Misconduct or Serious Misconduct), or other appropriate action should be taken; or
- (d) is Unsatisfactory Performance to be dealt with in accordance with the procedure from clause 43.9.

### Initial Meeting

- 43.9 If a supervisor concludes that performance of an Employee is Unsatisfactory Performance, the supervisor will address the issue(s) promptly and, in consultation with the Employee. This will involve meeting with the Employee and outlining the required standard of work, the nature of the improvement(s) required, the time within which reasonable improvement is expected, and any appropriate guidance, training and development or variation of work allocation considered necessary to assist the Employee to address the performance concern.

### Stage 2 – Formal Process - Performance Improvement Plan

- 43.10 If following Stage 1, the supervisor forms the view that the Employee's performance has not improved to the required standard within a reasonable period of time, the supervisor will meet with the Employee to explain the concern in specific terms (eg: what the problem is and how it impacts the workplace), that consideration is being given to implementing a performance improvement plan and provide the Employee with an opportunity to respond (orally or in writing) within 5 working days.
- 43.11 The supervisor will consider the Employee's response to determine the appropriate way to proceed. If the supervisor still identifies the concern as Unsatisfactory Performance, then the supervisor will develop a performance improvement plan as outlined in clause 43.12 below.
- 43.12 A performance improvement plan will be developed by the supervisor in consultation with the Employee (where the Employee elects to participate) and will:
- a) clarify roles and responsibilities of the Employee;
  - b) reflect the performance expectations and what is to be achieved;
  - c) the time period that the Employee has to improve their performance considering the nature of the work (with performance improvement milestones, where appropriate);
  - d) where appropriate, include strategies and allocation of resources for training or professional development to assist the Employee to meet the performance expectations;
  - e) contain a mid-review meeting date and set a final review meeting date to provide a reasonable amount of time for the Employee to improve; and
  - f) include a warning to the Employee that failure to improve may lead to Disciplinary Action up to and including termination of employment.

- 43.13 The Employee will be given an opportunity to comment on the performance improvement plan prior to finalisation by the supervisor.
- 43.14 The supervisor will monitor the performance improvement plan and meet with the Employee as appropriate to provide feedback about their progress.
- 43.15 Mid-way through the review period the Employee and supervisor will meet and the supervisor will provide formal written feedback to the Employee about their progress.

### Stage 3 - Review Meeting

- 43.16 If at the review date the supervisor determines that the Employee has demonstrated the required improvement, the supervisor will confirm this with the Employee in writing.
- 43.17 If at the review date the supervisor determines that the Employee has not demonstrated the required improvement, the matter will be referred to the relevant Senior Executive to consider Disciplinary Action.

### Decision

- 43.18 The Senior Executive will advise the Employee in writing of the details of Unsatisfactory Performance and provide copies of relevant documents to the Employee.
- 43.19 The Employee will have 5 working days to make a written submission to the Senior Executive, including any mitigating circumstances.
- 43.20 The Senior Executive will consider the details of the Unsatisfactory Performance, the Employee's response, the supervisor's application of the process from clause 43.10 to clause 43.15 and relevant documents prior to making a determination.
- 43.21 The Senior Executive will determine whether there is Unsatisfactory Performance and what, if any disciplinary action should be taken. The Senior Executive may in their discretion determine that the matter:
- (a) should be referred to the supervisor for a further review period;
  - (b) where there is substance in the allegations, reprimand the Employee and/or recommend counselling. A copy of the formal notice of reprimand is recorded on the Employees personnel file; or
  - (c) where the seriousness of the matter warrants, recommend to the Vice-Chancellor Disciplinary Action, which is limited to:
    - (i) demotion to a lower level position with the resulting reduction in salary for persistent and unresolved unsatisfactory performance; or
    - (ii) withholding a salary increment for up to one (1) year; or
    - (iii) that consideration is given to termination of employment.
- 43.22 The Employee will be notified in writing of the determination by the Senior Executive and advised that they may seek a review of the decision in accordance with clause 43.23.
- 43.23 A review of the action taken in accordance with clause 43.21(c) must be on one or more of the following grounds:
- (a) there is insufficient evidence to support the finding of unsatisfactory performance;

- (b) the procedures of this clause have not been followed;
  - (c) the proposed disciplinary action is unreasonable in light of the level of unsatisfactory performance;
  - (d) mitigating circumstances.
- 43.24 Where there is a referral to the Vice-Chancellor, the Employee may, within 5 working days of notification, request a review by a review panel. The request for review must be in writing to the Vice-Chancellor.
- 43.25 Where the employee seeks a review of the decision, in accordance with clause **43.24**, the Vice-Chancellor must establish a Review Panel within 10 working days to consider the case for review.
- 43.26 Where an employee does not seek a review of a recommendation, in accordance with clause **43.23** within five working days, the Vice-Chancellor will consider the recommendations of the Senior Executive and any written response from the Employee and will determine such action as is deemed appropriate in accordance with this clause. The Vice-Chancellor will advise the Employee in writing of their decision within ten working days from the receipt of the written advice, in accordance with clause **43.21(c)**.

#### Review Panel

- 43.27 A Review Panel will be constituted as follows:
- (a) a Chairperson (who is not a union official) agreed between the Vice-Chancellor and the NTEU (such a list will be reviewed on an annual basis, or more regularly if required, by the Joint Consultative Committee);
  - (b) an Employee nominated by the University; and
  - (c) an Employee nominated by the NTEU.
- 43.28 The panel members will not have been materially involved in any way in the process.
- 43.29 The panel will convene no later than ten (10) working days (where practicable) from the date of receipt of the request for review, unless the Vice-Chancellor and the affected Employee mutually agree an alternative timeframe.
- 43.30 The Review Panel will:
- (a) conduct proceedings in private, unless the Employee and the University agree otherwise;
  - (b) 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 (but not a solicitor or barrister in private practice);
  - (c) provide an opportunity for the Employee to be interviewed, and ensure an adequate opportunity to put a case;
  - (d) interview any other person and consider any further material as it believes appropriate to establish the facts of the case;
  - (e) 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);
- (f) conduct all proceedings all expeditiously as possible consistent with the principles of procedural fairness;
  - (g) take into account any mitigating circumstances or other relevant matters which the Employee may bring to the Review Panel's attention;
  - (h) keep a record of the proceedings (but not its own deliberations) which will be available to either party on request; and
  - (i) make its report available to the Vice-Chancellor and the Employee within ten (10) working days of the conclusion of the proceedings.
- 43.31 The Review Panel Report will include findings relating to:
- (a) whether there was sufficient evidence to support the finding of Unsatisfactory Performance;
  - (b) whether the process was properly followed; and/or
  - (c) whether the formal reprimand or recommended disciplinary action is commensurate with the level of unsatisfactory performance.
- 43.32 Upon receipt of the Review Panel's Report, the Vice-Chancellor will consider the Report of the Review Panel, any recommendations of the Senior Executive and any written response from the Employee and:
- (a) uphold or dismiss the recommendation of the Review Panel; and/or
  - (b) where appropriate, determine the process for reconsidering the matter; and/or
  - (c) take any appropriate disciplinary action in accordance with this clause.
- 43.33 The Vice-Chancellor will advise the Employee in writing of their decision within five working days.
- 43.34 A decision under this clause is final, subject to the jurisdiction of any court or tribunal which, but for this clause, would have jurisdiction to deal with the matter.

#### **44. Misconduct and Serious Misconduct**

##### General

- 44.1 Employees are entitled to natural justice and procedural fairness in connection with the management of Misconduct or Serious Misconduct allegations.
- 44.2 Employees may choose to bring a support person or their Nominated Representative to meetings held in connection with this clause.
- 44.3 Unless otherwise stated, the management of allegations of Misconduct or Serious Misconduct will occur in a timely manner and within nominated timeframes, unless delayed on reasonable grounds, in which case an explanation for delay will be provided.
- 44.4 Disciplinary Action for Misconduct or Serious Misconduct will be taken in accordance with this clause, except where an Employee is a Casual Employee or within the first 6 months of employment (clause **46.2**) or during a mandatory probationary period (clause **11.2(a)**).
- 44.5 **Misconduct** means conduct of a kind which is unsatisfactory, including:
- (a) conduct of a kind that constitutes an impediment to the carrying out of an employee's duties or to other employees carrying out their duties; or

- (b) a dereliction of duties.

Examples of Misconduct may include but are not limited to:

- (i) a breach of the UNE Code of Conduct that is not minor;
- (ii) a breach of the *Australian Code for the Responsible Conduct of Research (as amended or replaced)* or *UNE Code of Conduct Research Rule*; or
- (iii) a failure to follow a reasonable and lawful direction.

**44.6 Serious misconduct** means:

- (a) wilful conduct of a kind that constitutes a serious impediment to the carrying out of an employee's duties or to other employees carrying out their duties; or
- (b) a serious dereliction of duties.

Examples of Serious Misconduct may include but are not limited to:

- (i) wilful or deliberate conduct that causes serious or imminent risk to the health or safety of a person;
- (ii) conviction by a Court of an offence which constitutes a serious impediment of the kind referred to in paragraph **44.6.(a)**;
- (iii) theft, fraud, assault;
- (iv) serious or repeated bullying or harassment, including sexual harassment;
- (v) repeated incidents of Misconduct;
- (vi) serious breach of the *Australian Code for the Responsible Conduct of Research 2018 (as amended or replaced)* or *UNE Code of Conduct for Research Rule*;
- (vii) wilful or serious breaches of the UNE Code of Conduct.

**44.7 Remedial Action** may include one or more of the following:

- (a) guidance,
- (b) counselling,
- (c) a requirement to undertake reasonable development activities,
- (d) a requirement to attend reasonable training and/or coaching,
- (e) informal warning,
- (f) mediation and/or
- (g) an alternative and agreed dispute resolution.

**44.8 Disciplinary Action** is limited to:

- (a) formal written censure, reprimand or warning;
- (b) a requirement to attend training;
- (c) withholding a salary increment for up to one (1) year;
- (d) demotion to a lower level position with the resulting reduction in salary;
- (e) termination of employment. Termination of employment would only be for serious misconduct.

**Procedures**

**44.9** For the purposes of this clause, a University Officer will mean the Employee's supervisor or a relevant Employee of UNE who has had no prior involvement in the process of the alleged

Misconduct or Serious Misconduct. The University Officer will act impartially and without bias.

### Assessment

- 44.10 Where there is an allegation/s of Misconduct or Serious Misconduct, the University Officer will make an initial assessment of any allegations and arrange preliminary inquiries as they consider appropriate to determine an appropriate course of action to deal with the matter. This will include talking to the Employee who is the subject of the allegations. The University Officer will clearly state to the Employee that the discussion is part of a preliminary assessment of Misconduct or Serious Misconduct.
- 44.11 In determining an appropriate course of action, the University Officer in consultation with the Director Human Resource Services (or nominee) and the Director Research Services (or nominee) (in relation to allegations concerning a breach or serious breach of the *Australian Code for the Responsible Conduct of Research* or *UNE Code of Conduct for Research Rule*) may deal with the matter as follows:
- (a) If they consider there is no merit to the allegation(s) the matter will be dismissed and the Employee notified in writing;
  - (b) If they consider there is merit to the allegations, but they do not constitute Misconduct or Serious Misconduct, determine whether the matter should be referred to an alternate University process under the Agreement (e.g. Unsatisfactory Performance) or other University Procedure/s;
  - (c) If they consider there is merit to the allegations which concern a breach or serious breach of the *Australian Code for the Responsible Conduct of Research* or *UNE Code of Conduct for Research Rule*:
    - (i) referral of the matter for management under the *Research Related Complaints and Allegations Procedures*; and
    - (ii) following completion of the procedures in (i), the provisions from clause **44.12** may be invoked.
  - (d) In cases where the University Officer determines the alleged misconduct is not of a serious or significant nature (including allegations which concern a breach of the *Australian Code for the Responsible Conduct of Research* or *UNE Code of Conduct for Research Rule*), the supervisor may attempt to resolve the matter directly with the Employee concerned through Remedial Action;
  - (e) Where the University Officer considers there is merit in the allegation/s, and that it is not appropriate to deal with the matter through **44.11(d)**, and that the allegation/s may constitute Misconduct or Serious Misconduct, they will notify the Employee in writing and refer the matter to Head of Cost Centre (or relevant University Officer if the University believes appropriate given the nature of the allegations).

## Notification

- 44.12 Where the matter is referred to Head of Cost Centre or relevant University Officer (hereafter referred to as 'the Delegate') they will notify the employee in writing of the allegations in sufficient detail to enable the Employee to understand the precise nature of the allegation/s. The Employee will be given a minimum of 10 working days to respond to the allegations.
- 44.13 If the Employee does not respond, without reasonable explanation, or admits the allegations of Misconduct or Serious Misconduct in full, the Delegate may refer the matter to the relevant Senior Executive to determine the matter in accordance with clause **44.14**.
- 44.14 In determining the matter, if the Senior Executive:
- (a) is of the view that there has been no conduct that amounts to Misconduct or Serious Misconduct they will advise the Employee in writing and the matter be closed; or
  - (b) is of the view that there has been conduct that amounts to Misconduct or Serious Misconduct the Employee will be informed of the findings and any proposed Disciplinary Action. The Employee will be given 5 working days to respond; or
  - (c) is of the view there is merit to the allegations, but it is not Serious Misconduct or is not of a serious or significant nature, refer the matter back to Head of Cost Centre to take Remedial Action.
- 44.15 The Senior Executive will consider any response from the Employee in clause **44.14(b)**. Where the relevant Senior Executive is satisfied that an Employee has engaged in Misconduct or Serious Misconduct, they may take appropriate action as set out below:
- (a) Disciplinary Action in the form of one or more of the following:
    - 1. Formal written censure, reprimand or warning;
    - 2. Requirement to attend training.
  - (b) Referral of the matter to the Vice-Chancellor for consideration of taking Disciplinary Action in the form of:
    - 1. withholding a salary increment for up to one (1) year; or
    - 2. demotion to a lower level position with the resulting reduction in salary; or
    - 3. that consideration is given to termination of employment. Termination of employment would only be for serious misconduct.

## Investigation

- 44.16 If the Employee denies the allegations of Misconduct or Serious Misconduct in full or in part, the Delegate will make such further inquiries as necessary which may include the appointment of an investigator to investigate the allegations and report to the relevant Delegate on their findings.
- 44.17 The investigator will determine the procedure to be followed in conducting the investigation and witnesses to be interviewed subject to the requirement that such procedure must allow the Employee a reasonable opportunity to respond to any new matters, or variations to the initial allegations resulting from the investigation process. A copy of the report will be

provided to the Employee within 5 working days of it being provided to the Delegate.

44.18 In determining the matter, if the Delegate:

- (a) is of the view that there has been no conduct that amounts to Misconduct or Serious Misconduct they will advise the Employee in writing and the matter will be closed;
- (b) is of the view that there has been conduct that amounts to Misconduct or Serious Misconduct they will establish a Misconduct Investigation Committee.

#### **Misconduct Investigation Committee**

44.19 Where a Misconduct or Serious Misconduct matter is referred to a Misconduct Investigation Committee (MIC or the Committee), the Delegate will convene the Committee within ten (10) working days (where practicable).

44.20 Where such a Committee is established, it will comprise:

- (a) A Chairperson (who is not a union official) agreed between the Vice-Chancellor and the NTEU, from a list of Chairpersons agreed between the University and NTEU (such list will be reviewed on an annual basis, or more regularly if required, by the Joint Consultative Committee);
- (b) an Employee nominated by the University; and
- (c) an Employee nominated by the NTEU.

44.21 The terms of reference of the Committee are to report on the facts relating to the allegation/s that have been denied in the alleged Misconduct or Serious Misconduct matter, including whether there are any mitigating circumstances evident, and make a finding as to whether Misconduct or Serious Misconduct has occurred, and to recommend appropriate action.

44.22 The Committee will:

- (a) conduct proceedings in private, unless the Employee and the University agree otherwise;
- (b) 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 (but not a solicitor or barrister in private practice);
- (c) provide an opportunity for the Employee to be interviewed, and ensure an adequate opportunity to answer the allegation/s and to put a case;
- (d) interview any other person and consider any further material as it believes appropriate to establish the merits or facts of the case;
- (e) provide the right for the Employee (and their representative) and the Delegate (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);

- (f) conduct all proceedings as expeditiously as possible consistent with the principles of procedural fairness;
- (g) keep a record of the proceedings (but not its own deliberations) which will be available to either party on request; and
- (h) 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**

- 44.23 The Employee will have ten (10) working days after being sent the Investigation Committee's report or a recommendation in accordance with clause **44.15(b)(3)** 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.
- 44.24 The Vice-Chancellor will consider the report and any written response from the Employee and will determine such action as he/she deems appropriate. For matters that have been before a Misconduct Investigation Committee, 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.
- 44.25 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.
- 44.26 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**

- 44.27 The Vice-Chancellor may suspend the Employee at any time during the Misconduct/Serious Misconduct process. The decision to suspend may only be made with pay subject to clause **44.28** and the Employee will be advised in writing of the reasons for the suspension. The Vice-Chancellor may remove the suspension at any time.
- 44.28 An Employee may be suspended if:
- (a) the Vice-Chancellor considers that there is a possibility of a serious and imminent risk to another person or to the University's property or reputation or that the allegations are sufficiently serious and are likely to amount to Serious Misconduct; or
  - (b) the Employee has been notified that the relevant Senior Executive proposes to recommend the termination of the Employee's employment; or
  - (c) the Employee has refused or failed to respond to allegations of Misconduct or Serious Misconduct.

44.29 During any period of suspension the Employee may be excluded from the University provided that they will be permitted reasonable access to the University, subject to prior approval on each occasion by a specified University officer, for preparation of their case and to collect personal property.

**45. Resignation**

45.1 A Continuing, Continuing Contingent or Fixed Term Employee may resign from their employment with the University by giving the required period of notice in writing of their intended resignation.

45.2 The required period of notice (unless otherwise agreed between the University and the Employee) will be:

Level A through to Level C	4 weeks
Level D and Level E	8 weeks

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

**46. Termination of Employment**

46.1 All decisions to terminate employment will only occur in accordance with the terms of this Agreement.

46.2 Within the first 6 months of employment, the University may terminate the employment of a non-probationary academic for obvious and substantial, or obvious and repeated, and demonstrated unsuitability for the position.

46.3 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:

Period of continuous service	Period of notice
Up to the completion of 3 years	3 weeks
More than 3 years and up to the completion of 5 years	4 weeks
More than 5 years	5 weeks

46.4 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.

46.5 The University may terminate the employment of Casual Employees on the giving of 1 hours notice.

46.6 On termination of employment, or earlier during the notice period on request, Employees must return all University property to the University.

46.7 If an employee is absent for a period of more than 5 working days without reasonable explanation following reasonable attempts to contact them, the Employee may be deemed to have abandoned their employment.

## **47. Medical Retirement**

- 47.1 Where the University believes that the capacity of an Employee to perform their duties is in serious doubt due to health reasons, the University may require, in writing, an Employee to undergo a medical assessment by a medical practitioner chosen by the University, for the purpose of providing a report to the University.
- 47.2 The University will provide the Employee with written notice of the medical examination of not less than 4 weeks. The written notice will also contain a copy of this clause and a statement that an Employee may wish to contact their superannuation fund about temporary or permanent disability. A shorter period of notice may be mutually agreed having regard to the availability of medical services. Agreement will not be unreasonably withheld.
- 47.3 When the written notice is given, the Employee may elect during the notice period in clause 47.2 to apply to their superannuation fund for ill-health retirement or temporary disability benefit. Where an Employee applies to their superannuation fund, the provisions of clauses 47.24-47.25 apply.
- 47.4 The cost of the medical examination and the reasonable expenses of the Employee in attending the examination will be borne by the University.
- 47.5 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.
- 47.6 Subject to the provision of medical certificates as may be required, the Employee will remain on paid personal leave during the notice period. If the Employee's entitlement to personal leave has been exhausted, they can use annual leave or long service leave if applicable.
- 47.7 The medical practitioner will be asked to provide a report (**First Report**) about their assessment, the purpose of which is to determine whether the Employee is fit or not to perform the Employee's duties and is likely or not to be able to resume them within a reasonable period being no less than 12 months. If it is a temporary incapacity (i.e. of a duration of less than 12 months), 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.
- 47.8 A copy of the report made by the medical practitioner will be made available to the University, the Employee and the Employee's doctor.
- 47.9 If the First Report reveals that the Employee is unable to perform their duties and is unlikely to be able to resume them within a reasonable period, being not less than 12 months, the University may, subject to clauses 47.10-47.11 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 26 weeks. The Employee will receive payment in lieu of notice.
- 47.10 However, prior to taking action to terminate the employment of an Employee, the University will 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.
- 47.11 If the Employee wishes to review the findings contained in the First Report, the Employee must do so by giving the University written notice of an appeal within 14 days of the First Report being made available, and the Vice-Chancellor shall not terminate the employment of the Employee in accordance with clause 47.9 while the appeal process is underway.

### Review

- 47.12 An independent specialist agreed to between the University and the Employee, or where the Employee requests the NTEU, will be appointed to carry out a second assessment and provide a Second Report. The registered medical practitioner where practicable, should specialize or have experience in the area related to the illness or injury.
- 47.13 Every effort will be made by the University, the Employee and the NTEU as applicable to appoint the specialist no less than 7 calendar days from the Employee's appeal being received by the Vice-Chancellor. If agreement cannot be reached within this period, the President of the NSW Branch of the AMA or of the relevant college of specialists will be asked to nominate an appropriate independent specialist.
- 47.14 The nominated specialist cannot include any practitioner who has made any other medical assessment or report relating the medical retirement process for this Employee, or who has otherwise treated this Employee.
- 47.15 The cost of the second assessment by the independent specialist will be borne by the University.
- 47.16 The Employee will remain on paid sick leave during the notice period. If the Employee's entitlement to sick leave has been exhausted, they can use annual leave or long service leave if applicable.
- 47.17 Before making an assessment, the independent specialist will be provided with the relevant position statement/classification descriptor, a statement of the University's concerns, and the First Report. The Employee will be able to provide the independent specialist with their responses, including material from the Employee's own registered health practitioner or specialist. The independent specialist is to be provided with this information from the employer and Employee within 7 calendar days of the appointment of the independent specialist.
- 47.18 The independent specialist will be asked to assess whether the Employee (whether on the grounds identified in the First Report or otherwise) is fit or not to perform the Employee's duties and is likely or not to be able to resume them within a reasonable period being no less than 12 months.
- 47.19 The independent specialist will make their assessment of the Employee, and provide a written report (Second Report) to the University regarding the Employee's fitness to perform their duties. In making their assessment, they may make further enquiries as they deem necessary. They will be requested to do so as expeditiously as possible, and no longer than 4 weeks after they receive the information in clause 47.17.
- 47.20 The University will provide the Second Report to the Employee.
- 47.21 If the Second Report confirms the findings of the First Report, or states that the Employee (whether on the grounds identified in the First Report or otherwise) is not fit to perform the Employee's duties and is unlikely to be able to resume them within a reasonable period being no less than 12 months, then the University may provide the Employee with written notice of termination of the Employee's employment effective immediately, in which case the Employee will receive payment in lieu of the notice period applicable to their contract of employment.
- 47.22 If the Second Report does not confirm the findings of the First Report, or provides that the Employee is fit to perform their duties, or will become so fit within a reasonable period being no more than 12 months, then the University will rely on the Second Report as the basis on which to determine the Employee's return to work.
- 47.23 The University may construe a failure by an Employee to undergo a medical examination in accordance with these procedures within 8 weeks 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 their 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.

#### Superannuation Applications

47.24 Where an Employee has elected to apply to their 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, provided the fund provides its decision within a reasonable period of time.

47.25 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 to seek the First Report.

### **PART 9. – HOW ARE DISPUTES AND GRIEVANCES RESOLVED?**

#### **48. Grievance Resolution**

##### Operation of clause

48.1 This clause applies to complaints and grievances about issues relating to employment.

48.2 This clause should be read in conjunction with the University's policies that refer to harassment, bullying, unlawful discrimination or vilification. This clause does not cover the resolution of disputes relating to the correct application, implementation or interpretation of the terms of this Agreement, as these disputes are industrial disputes settled in accordance with clause 49. This clause does not apply to grievances between students and employees. Decisions relating to appointment of staff, or decisions about which there is a designated alternative appeal/review procedure, will not be covered by this clause. A grievance does not relate to any interpersonal dispute which does not relate to employment issues.

48.3 A grievance may relate to:

- (a) a matter affecting an employee's employment;
- (b) unfair treatment;
- (c) the workplace or workplace related behaviour of another employee, including:
  - i. Bullying;
  - ii. harassment;
  - iii. unlawful discrimination or vilification.

48.4 A grievance may not be notified later than six (6) months after the date on which the action (last action or pattern of actions) is alleged to have taken place.

#### **48.5 Definitions**

- (a) **Complaint** means an informal concern expressed by an employee about an issue relating to their employment.
- (b) **Complainant** means the employee(s) who has/have lodged a complaint or grievance.

- (c) **Grievance** means a formal complaint by an employee(s) about a problem or concern in relation to something affecting their employment with the University, which the employee/s is seeking to resolve.
- (d) **Investigating Officer** means a relevant senior employee of UNE not associated with the grievance who investigates a grievance. An Investigating Officer may utilise any additional resources as deemed appropriate to complete the investigation.
- (e) **Principles of Natural Justice** means adherence to the principles of procedural fairness, including the processes set out in this clause; the keeping of appropriate records in confidence; and the provision in a timely manner to all relevant parties of allegations, evidence, and documentation.

The process also includes the following principles of natural justice:

- i. the University Member, the Investigating Officer, and the Senior Executive must act impartially and without bias;
  - ii. all parties have a reasonable opportunity to respond and provide evidence;
  - iii. only matters of relevance to the complaint or grievance shall be considered; and
  - iv. the complaint or grievance must be dealt with in a timely manner.
- (f) **Respondent** means one or more persons who are the subject of the complainant's grievance.
- (g) **University Conciliator** means a relevant University Officer who does not have a direct interest in the matter.

#### 48.6 Principles

- (a) The University is committed to maintaining and developing a harmonious, fair and productive working environment.
- (b) Timelines are outlined throughout this clause; where it is not possible to meet these timelines, an explanation for the delay should be provided within the original timeframe.
- (c) Complaint and grievance resolution is an integral part of a supervisor's duties. It is the primary responsibility of supervisors to identify, respond to and address problems in the workplace and to take all reasonable steps to ensure that victimisation of either a complainant or a respondent does not occur.
- (d) Confidentiality must be respected in terms of record keeping and disclosure and must be maintained at all times by all parties within the constraints of the need to investigate a grievance fully.
- (e) Complainants and respondents may be accompanied by a support person of their choice at any meeting with the University Conciliator or Investigating Officer or other University Officer where a complaint or grievance is to be discussed.
- (f) Parties to a complaint or grievance should engage in the procedures for complaint or grievance resolution in good faith and focus on achieving resolution of the concerns raised.
- (g) Victimisation of a complainant, respondent or any other person with a legitimate involvement in a grievance resolution process will not be tolerated by the University.
- (h) The University will not tolerate frivolous or vexatious grievances.

- (i) If after a grievance form is submitted and the Director, HRS forms a view having reviewed the form and associated documentation that the matter is frivolous or vexatious the complainant will be notified in writing detailing why the determination has made and that the grievance will not proceed. If the determination is that the grievance is not frivolous or vexatious, the grievance will proceed through the formal resolution process as set out in clauses **48.9 – 48.12** below. The Director HRS will aim to make such a determination within 5 working days of the receipt of the staff grievance form.
- (j) If a University Officer forms the opinion that the grievance is of a potentially criminal nature, then the grievance will be referred to the Director, HRS, who will determine whether the police should be notified.

#### **48.7 Complaint: Informal resolution (Stage 1)**

- (a) In the first instance, employees should seek to resolve a grievance informally at the local work area through:
  - i. direct discussions with the other party or parties involved; or
  - ii. referral to their supervisor (or if the grievance is about the employee's supervisor, the next level of management or an appropriately trained and nominated office-holder with a separate reporting line from the supervisor) or Human Resource Services, who will seek to resolve the matter by informal means, including by assisted/facilitated discussions between the parties and arranging mediation by a trained mediator (with the consent of both parties).
- (b) If the complaint cannot be resolved in this way by the complainant or the complainant can demonstrate to the Director Human Resource Services that it is not appropriate for the complainant to attempt informal resolution of the grievance, an employee may proceed directly to Formal Resolution at clause **48.9** below.

#### **48.9 Formal Resolution**

- (a) To seek formal resolution of a grievance, the complainant must submit a completed Staff Grievance Form to HRS, along with any associated supporting documentation and evidence including the following:
  - i. nature of the complaint(s);
  - ii. attempts made to resolve the complaint; and
  - iii. complainant's preferred remedy to resolve the complaint.

In submitting the Staff Grievance Form and supporting material, the complainant accepts that insufficient information provided in the documentation may restrict the ability to address the complaint fully.

If the Director of Human Resources (or nominee) refers the allegations to an alternative process the complaint will not proceed through this clause. For example, if the alleged actions or behaviours may amount to Misconduct or Serious Misconduct, the matter will be addressed in accordance with the relevant Misconduct/Serious Misconduct procedures in this Agreement.

#### 48.10 Formal Grievance – Conciliation (Stage 2)

- (a) If the complainant can demonstrate to the University Conciliator that it is not appropriate for the grievance to be conciliated or a party to the grievance elects not to participate in conciliation, the University Conciliator can refer the grievance to the Director Human Resource Services for investigation in accordance with clause **48.11** below.
- (b) The University Conciliator is not required to provide the respondent with a copy of the Staff Grievance Form, though is required to provide the following:
  - i. the relevant details of the complaint to enable the respondent to formulate a response in the case of an investigation;
  - ii. all associated documentation and evidence provided by the complainant;
  - iii. a copy of the processes set out in this clause by which the matter is to be resolved;
  - iv. opportunities to put their case and respond to the grievance during the investigation.
- (c) The University Conciliator, must hold discussions with both the complainant and respondent (independently or together).
- (d) The University Conciliator will aim to hold these discussions with the complainant and the respondent within five (5) working days of receipt of the grievance.
- (e) During these discussions, the University Conciliator will:
  - i. keep a record of proceedings;
  - ii. identify the key concerns of each party; and
  - iii. convey to the complainant and respondent an appropriate course of action to resolve the grievance; and
  - iv. confirm with the complainant if the course of action has resolved the grievance.
- (f) Where the steps taken in **48.9(e)** result in an agreed resolution between the complainant and the respondent, the University Conciliator shall record on the Staff Grievance Form the outcome and course of action for resolving the grievance, and provide a copy of the form to the complainant and respondent, and record in accordance with UNE records management protocols.
- (g) Where the steps taken in **48.9(e)** do not result in an agreed resolution, the University Member shall record this on the Staff Grievance Form, including any matters that have been resolved through that process. Then the University Conciliator shall ask the complainant if they wish to have the grievance investigated using the process set out in Formal Grievance: Investigation. If the complainant agrees in writing, then the University Member will immediately notify the Director, HRS and;
  - (i) provide copies of the Staff Grievance Form to the complainant and the respondent;

- (ii) provide a copy of the Staff Grievance Form and any supporting documentation to the Investigating Officer appointed by the Director, Human Resource Services.

#### **48.11 Formal Grievance: Investigation (Stage 3)**

- (a) The Director, HRS will appoint an Investigating Officer to progress the investigation process.
- (b) Following provision of the Staff Grievance Form to the Investigating Officer, the Investigating Officer will provide the complainant and the respondent with a copy of the processes set out in this clause by which the matter is to be investigated and advise them in writing of:
  - i. the nature of the grievance;
  - ii. the name of the Investigating Officer investigating the grievance;
  - iii. their opportunity to clarify immediately any matter regarding the grievance.
- (c) The Investigating Officer will provide the respondent with the:
  - i. full and precise details of the grievance to enable the respondent to formulate a response;
  - ii. time, date and place for the interview or for participating in a telephone conference instead of attending an interview;
  - iii. right to be accompanied by a support person;
  - iv. right to provide a written submission (written submissions must arrive at least one working day prior to the date of the interview as advised in the notice).
- (d) The respondent will be granted at least ten (10) working days to prepare for the interview and/or provide a response in writing to the complaint.
- (e) Where the respondent fails to attend the interview or participate in a telephone interview and does not provide a written submission, without reasonable explanation, then the Investigating Officer may proceed to determine the matter in the absence of the respondent.
- (f) Within ten (10) working days of the interview, the Investigating Officer will provide a report, including recommendations for resolution of the grievance, to the relevant Senior Executive.

#### **48.12 Outcome of the Investigation**

- (a) Within ten (10) working days of receipt of the Investigating Officer's report, a Senior Executive will respond to the report's recommendations.
- (b) The Senior Executive may recommend that the:
  - i. Investigating Officer's recommendations be implemented in full;
  - ii. Investigating Officer's recommendations be implemented in part;
  - iii. Investigating Officer's recommendations be set aside;
  - iv. grievance be dismissed.
- (c) Where the Senior Executive determines that the alleged action/s or behaviour/s may amount to misconduct or serious misconduct, the matter will be addressed in

accordance with the relevant Collective Agreement's Misconduct/Serious Misconduct procedures.

- (d) The decision of the Senior Executive will be recorded on the Staff Grievance Form, a copy provided to the complainant and respondent and recorded in accordance with UNE record management protocols.

#### **49. Dispute Resolution**

49.1 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.

49.2 Until the procedures described in clause 49.3 have been completed:

- a) 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;
- b) 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;
- c) no industrial action will be taken about the dispute; and
- d) no action will be taken which may exacerbate the dispute.

49.3 If there is an industrial dispute the following procedure must be followed:

- a) In the first instance, an Employee/s and/or their NTEU 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.
- b) 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.
- c) During this internal process, the Employee and the University may request representation by a person or organisation of their choice.
- d) Should the dispute not be resolved by the process referred to at **49.3(a)** and **(b)**, the matter may be referred by any party to the dispute to the Fair Work Commission (FWC) for resolution by conciliation, or where conciliation does not resolve the dispute by arbitration, in resolving the dispute the FWC 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 the FWC subject to a right of appeal to the Full Bench of the FWC.
- e) Any referral to FWC for resolution must occur within 14 calendar days of the discussions held in accordance with **49.3(a)** (unless the parties agree in writing to a different timeframe) otherwise the dispute will be deemed to have elapsed.

- 49.4 Nothing in this clause prevents the parties to the dispute from agreeing to refer an unresolved dispute to a person or body other than FWC 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.
- 49.5 Any error in classification, category of employment, pay rate or entitlement under this Agreement will be remedied as soon as possible after it is identified through the process outlined in this clause.

## **PART 10. – MISCELLANEOUS**

### **50. Union Matters**

#### Office Facilities

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

#### Employee Inductions

- 50.2 At the conclusion of an induction session Union officers shall have reasonable access to new Employees who attend such sessions. The University will provide NTEU membership forms to Employees at induction sessions.

#### Payroll Deductions

- 50.3 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.
- 50.4 The University shall not increase the amount (or where applicable the rate), if any, of charge for any such deduction.

#### Union Rights

- 50.5 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 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 HRS at the commencement of this Agreement and then updated each year. The size of the UNE NTEU Campus Executive cannot exceed the limits set out in the State NTEU rules.

- 50.6 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.
- 50.7 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.
- 50.8 Such leave shall count as service for all purposes.

#### Time Release

- 50.9 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.
- 50.10 A Union delegate will be considered on duty and will be allowed reasonable time with pay for the conduct of authorised Union activities, including representing staff in relation to this Agreement.
- 50.11 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.
- 50.12 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.
- 50.13 Union delegates will have reasonable access to University facilities including, but not limited to telephones, fax machines, Internet access, e-mail and meeting rooms, and may utilise their office facilities to carry out their duties as a Union delegate.
- 50.14 The University will set aside funding at the rate of 25% of one Senior Lecturer salary for the purpose of reimbursing Schools or Directorates for the cost of accredited Union delegates participating in NTEU activities. This will be held in a special purpose account and reimbursement would be made on request by the relevant Head of Cost Centre, via the Chief Financial Officer.
- 50.15 The parties to the Agreement acknowledge that the purpose of sub-clauses 50.1 to 50.14 above and clause 6 are to benefit the University's Employees by facilitating the provision of effective and accessible industrial representation.

#### **51. Childcare Facility**

- 51.1 The University will maintain, or make adequate provision for, a child care facility on campus for the life of this agreement.

**SCHEDULE A - SALARY RATES - FULL TIME ACADEMIC STAFF**

<b>LEVEL</b>	<b>Salary as at 1st Pay Period on or after 1-July-2017</b>	<b>1.5% SALARY INCREASE Paid Administratively  1st Pay Period on or after 1-Jul-2018</b>	<b>2% SALARY INCREASE Paid Administratively  1st Pay Period on or after 3-Jan-2020<sup>1</sup></b>	<b>2% SALARY INCREASE  1st Pay Period on or after 1-Jul-2020</b>	<b>2% SALARY INCREASE  1st Pay Period on or after 1-Jul-2021</b>	<b>2 % SALARY INCREASE  Last Pay Period on or before 30-June-2022</b>
<b>E</b>	176,292	178,936	182,515	186,165	189,889	193,686
<b>D b+3</b>	150,941	153,205	156,269	159,394	162,582	165,834
<b>D b+2</b>	146,333	148,528	151,499	154,529	157,619	160,771
<b>D b+1</b>	141,725	143,851	146,728	149,663	152,656	155,709
<b>D base</b>	137,117	139,174	141,957	144,797	147,692	150,646
<b>C b+5</b>	131,360	133,330	135,997	138,717	141,491	144,321
<b>C b+4</b>	127,897	129,816	132,412	135,060	137,762	140,517
<b>C b+3</b>	124,446	126,313	128,839	131,416	134,044	136,725
<b>C b+2</b>	120,986	122,801	125,257	127,762	130,317	132,923
<b>C b+1</b>	117,533	119,296	121,682	124,116	126,598	129,130
<b>C base</b>	114,074	115,785	118,100	120,462	122,872	125,329
<b>B b+5</b>	110,619	112,279	114,524	116,814	119,151	121,534
<b>B b+4</b>	107,163	108,770	110,945	113,164	115,427	117,736
<b>B b+3</b>	103,706	105,262	107,367	109,514	111,705	113,939
<b>B b+2</b>	100,247	101,751	103,786	105,861	107,979	110,138
<b>B b+1</b>	96,796	98,248	100,213	102,217	104,261	106,346
<b>B base</b>	93,336	94,736	96,631	98,564	100,535	102,546
<b>A b+7</b>	88,725	90,056	91,857	93,694	95,568	97,479
<b>A b+6</b>	85,733	87,019	88,760	90,535	92,345	94,192
<b>A b+5*</b>	82,738	83,979	85,659	87,372	89,119	90,902
<b>A b+4</b>	79,741	80,937	82,556	84,207	85,891	87,608
<b>A b+3</b>	76,746	77,897	79,455	81,044	82,665	84,318
<b>A b+2</b>	73,057	74,153	75,636	77,149	78,691	80,265
<b>A b+1</b>	69,371	70,412	71,820	73,256	74,722	76,216
<b>A base</b>	65,685	66,670	68,004	69,364	70,751	72,166

<sup>1</sup> This administrative increase was back paid to 5 July 2019 on salaries paid to continuing and fixed term Employees employed at the University on 3 January 2020.

## **Schedule B - SALARY RATES – CASUAL ACADEMIC STAFF**

The minimum salaries paid to employees employed on a casual basis will be at the rates provided in this clause. These rates are derived from three base rates calculated using the following formulae:

### **Rate applicable for possession of a relevant doctoral qualification**

The base rate applicable where the employee possesses a relevant doctoral qualification is determined by reference to the sixth step of the full-time Level A scale and calculated as follows:

Sixth step of the full-time Level A scale /52 + 25%  
37.5

### **Lecturing and higher marking rate**

The base rate applicable to lecturing, full unit co-ordination, or for purposes of the higher marking rate is determined by reference to the second step of the full-time Level B scale and calculated as follows:

Second step of the full-time Level B scale /52 + 25%  
37.5

### **Rate applicable to all other duties**

The base rate applicable to all other duties including tutoring rates is determined by reference to the second step of the full-time Level A scale and calculated as follows:

Second step of the full-time Level A scale /52 + 25%  
37.5

## **Definitions**

### Lecture/Tutorial

- (a) "Lecture" or "tutorial" means any educational delivery described as a lecture or tutorial respectively in a course or unit outline, or in an official timetable issued by the University. A lecture or tutorial may be face to face teaching or tutoring respectively or equivalent delivery through a different mode.
- (b) A tutorial is a supplementary form of education delivery where matters already covered elsewhere in a course are discussed, clarified or elaborated. A tutorial is conducted in a small group to enable effective student participation. A tutorial is conducted in accordance with guidelines issued by the lecturer in charge of the unit. Responsibility for the course rests with the lecturer in charge of the unit not the casual employee.

### Demonstration

- (a) A "demonstration" (howsoever called) involves the performance of such duties as the conduct of practical classes by setting up or supervising the correct method of use of equipment; issuing prepared instructions about experimental procedures or projects from the lecturer;

supervising undergraduate students in carrying out experiments or laboratory work and being a source of technical advice.

- (b)** The hourly rate of pay for demonstrating and other duties encompasses one hour of student contact time only. Any work required outside the one hour (marking, giving a lecture or tutorial, attending a meeting or lecture, preparation time or other duties) will be paid as appropriate in accordance with Schedule B of this Agreement.
- (c)** Responsibility for the course rests with the lecturer in charge of the unit not the casual performing demonstrating or other duties.

#### Higher marking

Higher marking means marking as a supervising examiner, honours level or above, or requiring a significant exercise of academic judgement at level B status.

#### Musical Accompanying with Special Educational Services

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

#### Ph.D. rate

This rate is applicable where the employee possesses a relevant doctoral qualification. Payment of Relevant Doctoral Qualification Rate must be supported by documentation from the supervisor of the casual employee advising of the qualification and relevance of the qualification to the activity being undertaken.

#### Undergraduate Clinical Nurse Education

The term "undergraduate clinical nurse education" means the conduct of undergraduate nurse education in a clinical setting.

#### Unit Coordination rate

This rate is applicable where the duties include full unit coordination and the activity is related to that unit.

#### Other Required Academic Activity

For the purposes of this clause, "other required academic activity" will include work that a person, acting as or on behalf of the employer of a casual employee, requires the employee to perform and that is performed in accordance with any such requirements, being work of the following nature:

- (a)** the conduct of practical classes, demonstrations, workshops, student field excursions;
- (b)** the conduct of clinical sessions other than clinical nurse education;
- (c)** the conduct of performance and visual art studio sessions;

- (d) musical coaching, repititeurship, and musical accompanying other than with special educational services;
- (e) development of teaching and unit materials such as the preparation of unit guides and reading lists and basic activities associated with unit co-ordination;
- (f) consultation with students;
- (g) supervision;
- (h) attendance at lectures;
- (i) attendance at Faculty and/or School meetings, and/or a meeting with a unit coordinator/supervisor as required; and
- (j) directed to attend at (rather than deliver) lectures or other teaching activities.

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

### Casual Lecturing

A casual employee required to deliver a lecture (or equivalent delivery through face-to-face teaching mode) of a specific duration and related associated non contact duties in the nature of lecture preparation, contemporaneous marking, student consultation and administration of records associated with that group of students will be paid at a rate for each hour of lecture delivered, according to the following table:

Type of Lecturing and Associated Working Time Assumed	Salary as at 1 <sup>st</sup> pay period on or after 30 July 2017	1.5% SALARY INCREASE Paid administratively 1st Pay Period on or after 1-Jul-2018	2% SALARY INCREASE Paid administratively 1st Pay Period on or after 3-Jan-2020	2% SALARY INCREASE 1st Pay Period on or after 1-Jul-2020	2% SALARY INCREASE 1st Pay Period on or after 1-Jul-2021	2% SALARY INCREASE Last Pay Period on or before 30-Jun-2022
Basic Lecture (1 hour of delivery and 2 hours of associated working time)	186.14	188.9321	192.7109	196.5651	200.4964	204.5064
Developed Lecture (1 hour of delivery and 3 hours associated working time)	248.19	251.9129	256.9511	262.0901	267.332	272.6786
Specialised Lecture (1 hour delivery and 4 hours associated working time)	310.25	314.9037	321.2019	327.6259	334.1784	340.862
Repeat Lecture (1 hour of delivery and 1 hour associated working time)	124.10	125.9616	128.4809	131.0504	133.6714	136.3449

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

A casual employee who performs full or the majority of unit co-ordination work will be paid at the appropriate casual Lecture rate for each hour of teaching.

## Casual Tutoring

A casual employee required to deliver and present tutorials (or equivalent delivery through other than face-to-face teaching mode) of a specified duration and related associated non contact duties in the nature of preparation, contemporaneous marking, student consultation and administration of records associated with that group of students will be paid at a rate for each hour of tutorial delivered or presented, according to the following table:

Type of Tutoring and Associated Working Time Assumed	Salary as at 1 <sup>st</sup> pay period on or after 1 July 2017	1.5% SALARY INCREASE Paid administratively 1st Pay Period on or after 1-Jul-2018	2% SALARY INCREASE Paid administratively 1st Pay Period on or after 3-Jan-2020	2% SALARY INCREASE 1st Pay Period on or after 1-Jul-2020	2% SALARY INCREASE 1st Pay Period on or after 1-Jul-2021	2% SALARY INCREASE Last Pay Period on or before 30-Jun-2022
Tutorial (1 hour delivery and 2 hours of associated working time)	133.40	135.401	138.109	140.8711	143.6886	146.5623
Repeat Tutorial (1 hour of delivery and 1 hour of associated working time)	88.94	90.2741	92.0796	93.9211	95.7996	97.7156

The following rates are applicable where the employee possesses a relevant doctoral qualification. Payment of Relevant Doctoral Qualification.

Tutoring with PhD	Salary as at 1 <sup>st</sup> pay period on or after 30 June 2012	1.5% SALARY INCREASE Paid administratively 1st Pay Period on or after 1-Jul-2018	2% SALARY INCREASE Paid administratively 1st Pay Period on or after 3-Jan-2020	2% SALARY INCREASE 1st Pay Period on or after 1-Jul-2020	2% SALARY INCREASE 1st Pay Period on or after 1-Jul-2021	2% SALARY INCREASE Last Pay Period on or before 30-Jun-2022
Tutorial (1 hour delivery and 2 hours of associated working time)	159.11	161.4967	164.7267	168.0213	171.3817	174.8093
Repeat Tutorial (1 hour of delivery and 1 hour of associated working time)	106.07	107.661	109.8143	112.0106	114.2507	116.5357

The following rates are applicable where the duties include full unit coordination.

<b>Tutoring with Full Unit Coordination</b>	<b>Salary as at 1<sup>st</sup> pay period on or after 30 June 2017</b>	<b>1.5% SALARY INCREASE Paid administratively 1st Pay Period on or after 1-Jul-2018</b>	<b>2% SALARY INCREASE Paid administratively 1st Pay Period on or after 3-Jan-2020</b>	<b>2% SALARY INCREASE 1st Pay Period on or after 1-Jul-2020</b>	<b>2% SALARY INCREASE 1st Pay Period on or after 1-Jul-2021</b>	<b>2% SALARY INCREASE Last Pay Period on or before 30-Jun-2022</b>
Tutorial (1 hour delivery and 2 hours of associated working time)	186.14	188.9321	192.7109	196.5651	200.4964	204.5064
Repeat Tutorial (1 hour of delivery and 1 hour of associated working time)	124.10	125.9616	128.4809	131.0504	133.6714	136.3449

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

#### **Casual Marking**

Casual staff performing marking that is not contemporaneous within a lecture, tutorial or other teaching session will be paid an hourly rate for this marking work.

Employees in Schools/disciplines will establish a time formula for marking in relation to different types of assessments within the Schools/disciplines. This formula will be used to determine the marking hours required to be paid to casual employees for different types of assessment and the formula will be reviewed every second year by the School/discipline.

<b>Standard Marking</b>	<b>Salary as at 1<sup>st</sup> pay period on or after 30 June 2017</b>	<b>1.5% SALARY INCREASE Paid administratively 1st Pay Period on or after 1-Jul-2018</b>	<b>2% SALARY INCREASE Paid administratively 1st Pay Period on or after 3-Jan-2020</b>	<b>2% SALARY INCREASE 1st Pay Period on or after 1-Jul-2020</b>	<b>2% SALARY INCREASE 1st Pay Period on or after 1-Jul-2021</b>	<b>2% SALARY INCREASE Last Pay Period on or before 30-Jun-2022</b>
Standard Marking	44.47	45.137	46.0397	46.9606	47.8997	48.8577
Marking as a supervising examiner, hon's level or above, or requiring significant exercise of academic judgment at level B status	62.04	62.9706	64.23	65.5146	66.8249	68.1613
Ph.D. rate	53.04	53.8356	54.9123	56.0106	57.1307	58.2733
Unit Coordination Rate	62.04	62.9706	64.23	65.5146	66.8249	68.1613

#### **Musical Accompanying with Special Educational Services**

For musical accompanying, the casual employee will be paid for each hour of accompanying, as well as for one hour of preparation time for each hour of accompanying delivered as provided below:

<b>Musical Accompanying</b>	<b>Salary as at 1<sup>st</sup> pay period on or after 30 June 2017</b>	<b>1.5% SALARY INCREASE Paid administratively 1st Pay Period on or after 1-Jul-2018</b>	<b>2% SALARY INCREASE Paid administratively 1st Pay Period on or after 3-Jan-2020</b>	<b>2% SALARY INCREASE 1st Pay Period on or after 1-Jul-2020</b>	<b>2% SALARY INCREASE 1st Pay Period on or after 1-Jul-2021</b>	<b>2% SALARY INCREASE Last Pay Period on or before 30-Jun-2022</b>
Musical Accompanying (1 hour of delivery and 1 hour preparation time)	88.94	90.2741	92.0796	93.9211	95.7996	97.7156
Ph.D. rate	106.07	107.661	109.8143	112.0106	114.2507	116.5357
Unit Coordination Rate	124.10	125.9616	128.4809	131.0504	133.6714	136.3449

### **Undergraduate Clinical Nurse Education**

A casual employee required to provide undergraduate clinical nurse education will be paid for each hour of clinical education delivered, together with directly associated non-contact duties in the nature of preparation, contemporaneous marking and student consultation according to the following tables:

<b>Undergraduate Clinical Nurse Education</b>	<b>Salary as at 1<sup>st</sup> pay period on or after 30 June 2017</b>	<b>1.5% SALARY INCREASE Paid administratively 1st Pay Period on or after 1-Jul-2018</b>	<b>2% SALARY INCREASE Paid administratively 1st Pay Period on or after 3-Jan-2020</b>	<b>2% SALARY INCREASE 1st Pay Period on or after 1-Jul-2020</b>	<b>2% SALARY INCREASE 1st Pay Period on or after 1-Jul-2021</b>	<b>2% SALARY INCREASE Last Pay Period on or before 30-Jun-2022</b>
Little preparation required (1 hour of delivery and 0.5 hours associated working time)	66.70	67.7006	69.0546	70.4357	71.8444	73.2813
Normal preparation required (1 hour of delivery and 1 hours associated working time)	88.94	90.2741	92.0796	93.9211	95.7996	97.7156
Ph.D. rate - Little preparation required (1 hour of delivery and 0.5 hours associated working time)	79.56	80.7534	82.3684	84.0159	85.6961	87.41
Ph.D. rate - Normal preparation required (1 hour of delivery and 1 hours associated working time)	106.07	107.661	109.8143	112.0106	114.2507	116.5357
Unit Coordination Rate - Little preparation required (1 hour of delivery and 0.5 hours associated working time)	93.07	94.466	96.3553	98.2824	100.2481	102.2531

Unit Coordination Rate - Normal preparation required (1 hour of delivery and 1 hours associated working time)	124.10	125.9616	128.4809	131.0504	133.6714	136.3449
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**Other Required Academic Activity**

A casual employee required to perform any other required academic activity will be paid at an hourly rate as prescribed in the following tables for each hour of such activity delivered as required and demonstrated to have been performed.

<b>Other Required Academic Activity</b>	<b>Salary as at 1<sup>st</sup> pay period on or after 30 June 2017</b>	<b>1.5% SALARY INCREASE Paid administratively 1st Pay Period on or after 1-Jul-2018</b>	<b>2% SALARY INCREASE Paid administratively 1st Pay Period on or after 3-Jan-2020</b>	<b>2% SALARY INCREASE 1st Pay Period on or after 1-Jul-2020</b>	<b>2% SALARY INCREASE 1st Pay Period on or after 1-Jul-2021</b>	<b>2% SALARY INCREASE Last Pay Period on or before 30-Jun-2022</b>
Other required academic activity	44.47	45.137	46.0397	46.9606	47.8997	48.8577
Ph.D. rate	53.04	53.8356	54.9123	56.0106	57.1307	58.2733
Unit Coordination Rate	62.04	62.9706	64.23	65.5146	66.8249	68.1613

**Schedule C - SALARY RATES – ELC TEACHING STAFF**

**CONTINUING / CONTINUING CONTINGENT / FIXED-TERM ENGLISH LANGUAGE TEACHER SALARY RATES**

1. The salary rates for ELC Teaching Staff will be:

<b>SALARY LEVEL</b>	<b>Salary as at 1st Pay Period on or after 1-Jul-2017</b>	<b>1.52% SALARY INCREASE Paid administratively 1st Pay Period on or after 1-Jul-2018</b>	<b>2% SALARY INCREASE Paid Administratively 1st Pay Period on or after 3-Jan-2020*</b>	<b>2% SALARY INCREASE 1st Pay Period on or after 1-Jul-2020</b>	<b>2% SALARY INCREASE 1st Pay Period on or after 1-Jul-2021</b>	<b>2% SALARY INCREASE Last Pay Period on or before 30-Jun-2022</b>
1	61,851	62,779	64,035	65,316	66,622	67,954
2	64,340	65,305	66,611	67,943	69,302	70,688
3	67,870	68,888	70,266	71,671	73,105	74,567
4	70,424	71,480	72,910	74,368	75,856	77,373
5	72,984	74,078	75,560	77,071	78,612	80,185
6	75,539	76,672	78,205	79,769	81,365	82,992
7	78,107	79,278	80,864	82,481	84,131	85,814
8	81,237	82,456	84,105	85,787	87,503	89,253
9	84,193	85,456	87,165	88,908	90,686	92,500
10	86,875	88,178	89,942	91,740	93,575	95,447

\*This administrative increase was back paid to 5 July 2019 on salaries paid to continuing and fixed term Employees employed at the University on 3 January 2020.

2. The minimum salary payable for an employee appointed to the position of Head Teacher will be a percentage based on the total salary for Level 10 as outlined below:

<b>Head Teacher [a percentage based on total salary level 10]</b>	<b>Salary as at 1st Pay Period on or after 1-Jul-2017</b>	<b>1.5% SALARY INCREASE Paid administratively 1st Pay Period on or after 1-Jul-2018</b>	<b>2% SALARY INCREASE Paid administratively 1st Pay Period on or after 3-Jan-2020*</b>	<b>2% SALARY INCREASE 1st Pay Period on or after 1-Jul-2020</b>	<b>2% SALARY INCREASE 1st Pay Period on or after 1-Jul-2021</b>	<b>2% SALARY INCREASE Last Pay Period on or before 30-Jun-2022</b>
Step 1 (110%)	95,562	96,995	98,935	100,914	102,932	104,991
Step 2 (112.5%)	97,734	99,200	101,184	103,208	105,272	107,377

Step 3 (114.5 %)	99,471	100,963	102,983	105,042	107,143	109,286
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\*This administrative increase was back paid to 5 July 2019 on salaries paid to continuing and fixed term Employees employed at the University on 3 January 2020.

3. The minimum salary payable for an employee appointed to the position of Academic Manager will be a percentage based on the total salary for Level 10 as outlined below:

Academic Manager [a percentage based on total salary level 10]	Salary as at 1st Pay Period on or after 1-Jul-2017	1.5% SALARY INCREASE Paid administratively 1st Pay Period on or after 1-Jul-2018	2% SALARY INCREASE Paid administratively 1st Pay Period on or after 3-Jan-2020*	2% SALARY INCREASE 1st Pay Period on or after 1-Jul-2020	2% SALARY INCREASE 1st Pay Period on or after 1-Jul-2021	2% SALARY INCREASE Last Pay Period on or before 30-Jun-2022
Step 1 (115%)	99,906	101,405	103,433	105,501	107,612	109,764
Step 2 (120%)	104,249	105,813	107,929	110,088	112,289	114,535
Step 3 (125%)	108,594	110,223	112,427	114,676	116,969	119,309
Step 4 (130%)	112,937	114,631	116,924	119,262	121,648	124,081

\*This administrative increase was back paid to 5 July 2019 on salaries paid to continuing and fixed term Employees employed at the University on 3 January 2020.

#### CASUAL ENGLISH LANGUAGE TEACHER SALARY RATES

4. 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 second step of the full-time Teacher salary scale and is calculated as follows:

$$\frac{\text{Step 2 salary}/52.179}{20} + 25\%$$

(full-time teaching contact hrs)

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

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

$$\frac{\text{Step 2 salary}/52.179}{35 \text{ hrs/wk}} + 25\%$$

<b>Casual English Language Teacher</b>	<b>Salary rate as at 1st Pay Period on or after 1-Jun-2017</b>	<b>1.5% RATE INCREASE</b> Paid administratively <b>1st Pay Period on or after 1-Jul-2018</b>	<b>2% RATE INCREASE</b> <b>1st Pay Period on or after 3-Jan-2020</b>	<b>2 % RATE INCREASE</b> <b>1st Pay Period on or after 1-Jul-2020</b>	<b>2 % RATE INCREASE</b> <b>1st Pay Period on or after 1-Jul-2021</b>	<b>2 % SALARY INCREASE</b> <b>Last Pay Period on or before 30-Jun-2022</b>
Rate 1 - Teaching	77.0700	78.2260	79.7906	81.3864	83.0141	84.6744
Rate 2 - Non-teaching	44.0400	44.7006	45.5946	46.5064	47.4366	48.3853

## **SCHEDULE D - ALLOWANCES**

1. The allowances contained in this Schedule will be increased in line with agreed salary increases. A UNE Official, that is an email, will be sent to all affected employees advising of these increases.

### Unit Course Co-Ordinator

2. Where an employee at Level A is required to undertake the co-ordination of a teaching unit for an approved teaching term, the employee will be paid an allowance for the duration of such duties which equates to the difference between the employee's substantive salary and Base Level B.
3. Where an employee below Level C is required to co-ordinate awards for an approved teaching term or act as course convenor, the employee will be paid an allowance for the duration of such duties, which equates to the difference between the employee's substantive salary and Base Level C.
4. Employees who have undertaken any of the above duties for more than one year will be entitled to incremental advancement within the appropriate classification.

### Health & Safety Representative

5. Staff elected as Health and Safety Representatives (see Definitions – clause 4) will be paid an allowance equivalent to the First Aid allowance.

### Working Offshore

6. 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.
7. 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.
8. 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.

### Other

9. The following allowances will be paid to employees where appropriate in table 1 at the rates set out in table 2 below:

**TABLE 1 – ALLOWANCE APPLICATION**

<b>Allowance</b>	<b>Current Rate at date of application of agreement</b>	<b>Application</b>		
Motor Vehicle	Any size engine <b>73 cents</b> per kilometre	Where an employee is required and has been duly authorised in advance by the University to use their own vehicle in connection with the University business.  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 staff's private motor vehicle in connection with University business.		
Travel– Meal	Breakfast- <b>\$20</b>  Lunch- <b>\$25</b>  Dinner- <b>\$40</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 staff leaves before or returns later than the following times:		
		Breakfast Lunch Dinner	Time of leaving  7.00am	Time of returning  1.30pm 6.30pm
Travel– 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 an 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.		

**Table 2 – Allowance Rate**

<b>Allowance Type</b>	<b>Allowance 1st Pay Period on or after 1-Jul-2018</b>	<b>2% increase allowance increased administratively 1<sup>st</sup> Pay Period on or after 3 January 2020</b>	<b>2% increase 1st Pay Period on or after 1-Jul-2020</b>	<b>2% increase 1st Pay Period on or after 1-Jul-2021</b>	<b>2% increase Last Pay Period on or before 30-June-2022</b>
Motor Vehicle Allowance	Any size engine <b>80 cents</b> per kilometre	Any size engine <b>82 cents</b> per kilometre	Any size engine <b>83 cents</b> per kilometre	Any size engine <b>85 cents</b> per kilometre	Any size engine <b>87 cents</b> per kilometre

Travel Allowance – Meal	Breakfast- <b>\$22.19</b>	Breakfast- <b>\$22.63</b>	Breakfast- <b>\$23.08</b>	Breakfast- <b>\$23.55</b>	Breakfast- <b>\$24.02</b>
	Lunch- <b>\$27.73</b>	Lunch- <b>\$28.28</b>	Lunch- <b>\$28.85</b>	Lunch- <b>\$29.43</b>	Lunch- <b>\$30.02</b>
	Dinner- <b>\$44.37</b>	Dinner- <b>\$45.25</b>	Dinner- <b>\$46.16</b>	Dinner- <b>\$47.08</b>	Dinner- <b>\$48.02</b>
	per day				

First Aid Allowance

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

Allowance 1 <sup>st</sup> pay period on or after 1-Jul 2018	2% INCREASE Allowance increased administratively  1 <sup>st</sup> Pay Period on or after  3-Jan-2020	2% INCREASE  1 <sup>st</sup> Pay Period on or after  1-Jul-2020	2% INCREASE  1 <sup>st</sup> Pay Period on or after  1-Jul-2021	2% INCREASE  1 <sup>st</sup> Pay Period on or after  1-Jul-2022
939.14	957.92	977.08	996.92	1,016.55

Indigenous Language Allowance

11. In accordance with clause 12.6, the following allowances will apply:

	Allowance as at 1 <sup>st</sup> pay period on or after  1 July 2018	2% INCREASE Allowance increased administratively  1 <sup>st</sup> Pay Period on or after  3-Jan-2020	2% INCREASE  1 <sup>st</sup> Pay Period on or after  1-Jul-2020	2% INCREASE  1 <sup>st</sup> Pay Period on or after  1-Jul-2021	2% INCREASE  Last Pay Period on or before  30-June-2022
<b>Level 1</b>	2,196.77	2,240.71	2,285.52	2,331.23	2,377.86
<b>Level 2</b>	4,395.40	4,483.30	4,572.97	4,664.43	4,757.72

**Level 1** - this level of accreditation is appropriate for employees who are capable of using minimal knowledge of language for the purpose of simple communication.

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

## **SCHEDULE E – DEFINITIONS**

### **1. Teaching and related activities**

Teaching is a scholarly activity that engages students in learning. It is informed and enriched by research and scholarship, consultancy and/or professional practice. In the UNE context teaching aims to ensure that students are provided with effective learning opportunities regardless of location.

Teaching encompasses a wide range of approaches including face-to-face teaching with large and small groups, technology-mediated teaching, one-to-one and small group consultations, supervising students' experience in work-based settings, advising students, assessing students' work, providing feedback on students' progress, preparing teaching and course materials, facilitating students learning from peers, building learning activities and resources, and contributing to curriculum design and development.

UNE is committed to the fundamentals of online, blended and on campus delivery such that it provides rich learning experiences that can be accessed and used by both on and off campus students.

**Teaching and related activities**, include, but are not limited to:

- a) ongoing development of new and revised curriculum, pedagogy, maintaining currency and further development of course and unit content, identifying and preparing teaching and learning materials, setting text books and other required resources, assessment and unit/course learning resources for delivery on-campus, online and at other campuses and delivery sites, both in Australia and overseas;
- b) delivery to students through lectures, tutorials, laboratory classes, teaching intensive schools, practicums, clinical education and training, work integrated learning, project-based learning, performance, online presentations, research projects, fieldwork and team teaching as required for all approved UNE units and delivery modes;
- c) effective engagement with students through positive on-campus interactions, high standard online interaction and through professional technology based communication both synchronous (e.g. telephone, teleconferencing, virtual classrooms) and asynchronous (email, discussion forums, social media);
- d) setting, assessing, marking of all required student work including assignments, quizzes, exams, portfolios, performances, clinical competency, projects and all other approved assessable items;
- e) engaging in professional development activities focused on teaching and pedagogical practice, both as a teacher and as a student.

### **2. Research, creative achievement, scholarship and/or professional activity**

Research encompasses a diverse range of activities, the purpose of which is the advance of knowledge in a particular discipline or field. It refers to expected research activities, commitments and outputs in each discipline.

**Research** related work includes, but is not limited to:

- a) developing research ideas and concepts, research themes and specific projects;
- b) writing research proposals, grant applications and securing external funding;
- c) gaining required ethics, permits or other approvals prior to conducting research related activities;

- d) undertaking research projects;
- e) supervision of honours and postgraduate research students;
- f) supervising, mentoring and directing the research activities of other research staff;
- g) leading the research activities of a university research centre or institute;
- h) publication of research monographs, book chapters and peer reviewed research journal articles;
- i) presentation of research outcomes and results to academic peers at significant national and international conferences;
- j) acting as an invited reviewer or editor for research publications;
- k) conducting original and creative performance work.

Scholarship of teaching and learning, creative achievement and professional activity encompasses a diverse range of activities, the purpose of which is to inform the quality, innovation, currency and evidence base of teaching and learning. The Scholarship component of academic work encompasses the scholarly activities commitments and outputs that are in addition to the scholarly activities incorporated in the teaching component of academic work.

**Scholarship** activities include but are not limited to:

- a) attending and presenting at relevant workshops, seminars and/or conferences;
- b) publishing papers in professional journals;
- c) maintaining currency with existing teaching techniques and implementing unit delivery through new approved teaching and learning technologies and platforms as required; and
- d) leading initiatives and projects to support colleagues to improve the quality of teaching and learning.

### **3. Service, leadership and administration**

Service refers to the role of an employee as a citizen of the University, the community and relevant profession. Service utilises an employee's expertise and must be relevant to the University's strategic objectives.

Service to the University, the community and an academic employee's profession will endeavour to enhance the reputation of the University. It is expected that Service to the community will foster relationships between the University and a range of organisations in the community. In particular it should explore prospective partnerships between University colleagues and outside organisations through activities such as collaboration on projects of regional significance to the University and its partner organisations.

**Service and engagement** related work, includes, but is not limited to:

- a) Service to research related activities at the university including assessing grant applications, examining theses, serving on ethics panels and serving as a member on other approved university research related committees and panels as required;
- b) Service in research also includes all work of a similar nature with other universities and all research

related service with national and international professional discipline based societies and associations;

- c) Service to teaching and learning development including assessing teaching and learning grant applications, serving on school, divisional or university education or course committees, contributing to other university committees such as academic board, and any IT related committee related to teaching and learning delivery enhancement. Similar service in teaching and learning at a national and international level is also recognised;
- d) Supervision of other academic teaching staff, including fixed-term and casual staff;
- e) Service to the university through engagement with any other approved university committees or designated key activities such as open days, course and program promotion events;
- f) Any other service by way of significant academic engagement with an industry, discipline or profession at a local, national or international level;
- g) Service in community, government or corporate engagement related to an academic's area of expertise;
- h) Service to an approved regional engagement or development committee;
- i) Service to improving Indigenous engagement at the university.

**Administration** includes, but is not limited to:

Course direction and course or unit coordination and all required activities related to the leadership of courses, units and other elements of curricula, including:

- a) preparing course and unit profiles and documentation
- b) formal and informal advice to students, including administrative communication
- c) course and unit grade submission reporting, and accountability for the integrity of assessment results;
- d) unit and course review, remediation and enhancement reporting
- e) internal and external accreditation requirements;
- f) management of guest and casual teaching staff for the course or unit
- g) liaison with library, AV, learning technology and other teaching support services required for high quality unit delivery
- h) managing appeals, grievances or other student disciplinary matters;
- i) initial investigation and identification of matters concerning academic integrity
- j) liaison with professional bodies and industry partners where these inform course and unit content;
- k) liaison with third parties contracted to deliver UNE courses or units, where relevant.

## **SCHEDULE F – ACADEMIC EMPLOYEE CLASSIFICATION STANDARDS**

### **LEVEL A**

#### *General Standard*

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

#### *Specific Duties*

Specific duties required of a Level A academic may include:

- Conduct of tutorials, practical classes, demonstrations, workshops, student field excursions, clinical sessions and/or studio sessions.
- Preparation and delivery of lectures and seminars provided that skills and experience demonstrate this capacity.
- Conduct of research.
- Involvement of professional activity.
- Consultation with students.
- Marking and assessment primarily connected with units in which the academic teaches.
- Production of teaching materials for students for whom the academic has responsibility.
- Development of unit material with appropriate guidance from the unit or course co-ordinator.
- Limited administrative functions primarily connected with units in which the academic teaches.
- Acting as unit co-ordinators provided that skills and experience demonstrate this capacity.
- Attendance at departmental and/or Faculty meetings and/or membership of a limited number of Committees.

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

A Level A academic will work with support and direction from employees classified at Level B and above and with an increasing degree of autonomy as the academic gains skill and experience. The most complex levels of unit co-ordination should not be carried out by a Level A academic.

#### *Skill Base*

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

### **LEVEL B**

#### *General Standard*

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

#### *Specific Duties*

Specific duties required of a Level B academic may include:

- Conduct of tutorials, practical classes, demonstrations, workshops, student field excursions, clinical sessions and studio sessions.
- Initiation and development of unit material.
- Acting as unit co-ordinators.
- Preparation and delivery of lectures and seminars.
- Supervision of the programme of study of honours students or of postgraduate students engaged in course work.
- Supervision of major honours or postgraduate research projects.
- The conduct of research.
- Involvement in professional activity.
- Development of course material with appropriate advice from and support of more senior staff.
- Marking and assessment.
- Consultation with students.
- A range of administrative functions the majority of which are connected with the units which the academic teaches.
- Attendance at departmental and/or Faculty meetings and/or membership of a number of committees.

#### *Skill Base*

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

### **LEVEL C**

#### *General Standard*

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

#### *Specific Duties*

Specific duties required of a Level C academic may include:

- Conduct of tutorials, practical classes, demonstrations, workshops, student field excursions, clinical sessions and studio sessions.
- Initiation and development of course material.

- Course co-ordination.
- Preparation and delivery of lectures and seminars.
- Supervision of major honours or postgraduate research projects.
- Supervision of the programme of study of honours students and of postgraduate students engaged in course work.
- The conduct of research.
- Significant role in research projects including, where appropriate, leadership of a research team.
- Involvement in professional activity.
- Consultation with students.
- Broad administrative functions.
- Marking and assessment.
- Attendance at departmental and/or Faculty meetings and a major role in planning or committee work.

#### *Skill Base*

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

#### **LEVEL D**

##### *General Standard*

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

##### *Specific Duties*

Specific duties required of a Level D academic may include:

- The conduct of tutorials, practical classes, demonstrations, workshops, student field excursions, clinical sessions and studio sessions.
- The development of and responsibility for curriculum/programs of study.
- Course co-ordination.
- The preparation and delivery of lectures and seminars.
- Supervision of major honours or postgraduate research projects.
- Supervision of the program of study of honours students and of postgraduate students engaged in course work.
- The conduct of research, including, where appropriate, leadership of a large research team.
- Significant contribution to the profession, and/or discipline.
- High level administrative functions.
- Consultation with students.
- Marking and assessment.

- Attendance at departmental and Faculty meetings.

### *Skill Base*

A Level D academic will normally have advanced qualifications and/or recognised significant experience in the relevant discipline area. A position at this level will normally require a doctoral qualification or equivalent accreditation and standing. In determining experience relative to qualifications, regard will be had to teaching experience, experience in research, experience outside tertiary education, creative achievement, professional contributions and/or to technical achievement. A position at this level will normally require a record of demonstrable scholarly and professional achievement in the relevant discipline area. In addition there is a requirement for academic excellence which may be evidenced by an outstanding contribution to teaching and/or research and/or the profession.

### **LEVEL E**

#### *General Standard*

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

#### *Specific Duties*

Specific duties required of a Level E academic may include:

- Provision of a continuing high level of personal commitment to, and achievement in, a particular scholarly area.
- The conduct of research.
- Course coordination.
- Fostering the research of other groups and individuals within the department or other comparable organisational unit and within the discipline and within related disciplines.
- Development of research policy.
- Supervision of the program of study of honours students or of postgraduate students engaged in course work.
- Supervision of major honours or postgraduate research projects.
- Making a distinguished personal contribution to teaching at all levels.
- The conduct of tutorials, practical classes, demonstrations, workshops, student field excursions, clinical sessions and studio sessions.
- The preparation and delivery of lectures and seminars.
- Consultation with students.
- Marking and assessment.
- Playing an active role in the maintenance of academic standards and in the development of educational policy and of curriculum areas within the discipline.
- Developing policy and being involved in administrative matters within the department or other comparable organisational unit and within the institution.
- Participating in and providing leadership in community affairs, particularly those related to the discipline, in professional, commercial and industrial sectors where appropriate.

### *Skill Base*

A Level E academic will normally have advanced qualifications and/or recognised significant experience in the relevant discipline area. A position at this level will normally require a doctoral qualification or equivalent accreditation and standing. In determining experience relative to qualifications, regard will be had to teaching experience, experience in research, experience outside tertiary education, creative achievement, professional contributions and/or to technical achievement. A position at this level will normally require a record of demonstrable scholarly and professional achievement in the relevant discipline area. In addition there is a requirement for academic excellence which may be evidenced by an outstanding contribution to teaching and/or research and/or the profession. A Level E academic will be recognised as a leading authority in the relevant discipline area.

## **SCHEDULE G – ACADEMIC (RESEARCH-ONLY) EMPLOYEE CLASSIFICATION STANDARDS**

### **LEVEL A**

#### *General Standard*

A Level A research-only academic is expected to contribute towards the research effort of the institution and to develop the employee's research expertise through the pursuit of defined projects relevant to the particular field of research.

#### *Specific Duties*

Specific duties required of a Level A research-only academic may include:

- The conduct of research under limited supervision either as a member of a team or, where appropriate, independently, and the production or contribution to the production of conference and seminar papers and publications from that research.
- Involvement in professional activities including, subject to availability of funds, attendance at conferences and seminars in the field of expertise.
- Limited administrative functions primarily connected with the area of research of the academic.
- Development of a limited amount of research-related material for teaching or other purposes with appropriate guidance from other staff.
- Occasional contributions to teaching in relation to the employee's research project(s).
- Experimental design and operation of advanced laboratory and technical equipment or conduct of advanced research procedures.
- Attendance at meetings associated with research or the work of the organisational unit to which the research is connected and/or at departmental and/or Faculty meetings and/or membership of a limited number of committees.
- Advice within the field of the employee's research to postgraduate students.

A Level A research-only academic will work with support, guidance and/or direction from staff classified at Level B and above and with an increasing degree of autonomy as the research academic gains in skill and experience.

#### *Skill Base*

A Level A research-only academic will normally have completed four years of tertiary study in the relevant discipline or have equivalent qualifications or research experience. In many cases a position at this level will require an honours degree or higher qualifications or equivalent research experience. Research experience may have contributed to or resulted in publications, conference papers, reports or professional or technical contributions which give evidence of research potential.

### **LEVEL B**

#### *General Standard*

A Level B research-only academic is expected to carry out independent and/or team research within the field in which he/she is appointed and to carry out activities to develop the employee's research expertise relevant to the particular field of research.

#### *Specific Duties*

Specific duties required of a Level B research-only academic may include:

- The conduct of research as a member of a team or independently, and the production of conference and seminar papers and publications from that research.
- Supervision of research-support staff involved in the employee's research.
- Guidance in the research effort of junior members of research-only employees in their research area.
- Contribution to the preparation, or where appropriate individual preparation, of research proposal submissions to external funding bodies.
- Involvement in professional activities including, subject to availability of funds, attendance at conferences and seminars in the field of expertise.
- Administrative functions primarily concerned with the employee's areas of research.
- Occasional contributions in the teaching program within the field of the employee's research.
- Co-supervision, or where appropriate supervision, of major honours or postgraduate research projects within the field of the employee's area of research.
- Attendance at meetings associated with research or the work of the organisational unit to which the research is connected and/or at departmental and/or Faculty meetings and/or membership of a limited number of committees.

#### *Skill Base*

A Level B research-only academic will normally have completed a relevant doctoral qualification or have equivalent qualifications or research experience. In addition he/she may be expected to have had post-doctoral research experience which has resulted in publications, conference papers, reports or professional or technical contributions which give evidence of research ability.

### **LEVEL C**

#### *General Standard*

A Level C research-only academic is expected to make independent or original contributions to the research effort within the employee's field of research expertise and to the organisational unit or inter-disciplinary area of which the employee is part. An academic at this level is expected to play a major role in research including the exercise of some leadership in research.

#### *Specific Duties*

Specific duties required of a Level C research-only academic may include:

- The conduct of research and the production of conference and seminar papers and publications from that research.
- Supervision of research-support staff and administrative staff involved in the employee's research.
- Supervision, where appropriate, of the research of less senior research-only employees.
- Involvement, where appropriate, in the promotion of research links with outside bodies.
- Preparation of research proposal submissions to external funding bodies.
- Significant role in research projects including, where appropriate, leadership of research teams or management of projects.
- Responsibility for the oversight of financial management of grants received for the employee's research projects.
- Involvement in professional activities including, subject to availability of funds, attendance at conferences and seminars in the field of expertise.
- Occasional contributions to the teaching program within the field of the employee's research.
- Supervision of major honours or postgraduate research projects within the field of the employee's area of research.

- Various research-related administrative functions.
- Attendance at meetings associated with research or the work of the organisational unit to which the research is connected and/or at departmental and/or Faculty meetings and/or membership of a limited number of committees.

#### *Skill Base*

A Level C research-only academic will normally have a relevant doctoral qualification or have equivalent accreditation and standing together with subsequent research experience. A position at this level will require a demonstrated strong record of publications, conference papers, reports and/or professional and/or technical contributions in the relevant discipline area.

### **LEVEL D**

#### *General Standard*

A Level D research-only academic is expected to make major original contributions to the research enterprise of the area in which he/she is appointed and to play a significant role within their profession or discipline. Academics at this level may be appointed in recognition of marked distinction in their area of their research or scholarship.

#### *Specific Duties*

Specific duties required of a Level D research-only academic may include:

- The conduct of independent research in which the academic may work as part of a team and the production of conference and seminar papers and publications from that research.
- Supervision of research-support staff and administrative staff.
- A major role in all aspects of major research projects including management and/or leadership of a large research project or teams.
- Supervision of the research of less senior research-only employees.
- Promotion of research links with outside bodies.
- Preparation of research proposal submissions to external bodies.
- Involvement in professional activities including, subject to availability of funds, attendance at conferences and seminars in the field of expertise.
- Occasional contributions to the teaching program within the field of the employee's research.
- Supervision of major honours or postgraduate research projects.
- Higher level research-related administrative functions.
- Some involvement in the development of research policy.
- Attendance at meetings associated with research or the work of the organisational unit to which the research is connected and/or departmental and/or Faculty meetings and a major role in planning and committee work.
- Significant contribution to the discipline in which the research efforts of the academic are undertaken.

#### *Skill Base*

A Level D research-only academic will normally have the same skill base as a Level C research-only academic. In addition there will be a requirement for academic excellence and outstanding contribution to research and scholarship.

## **LEVEL E**

### *General Standard*

A Level E research-only academic is expected to exercise a special responsibility in providing leadership and in fostering excellence in research in the employee's area of research, in the organisation unit, within the institution and within the scholarly and general community.

### *Specific Duties*

Specific duties required of a Level E academic may include:

- Provision of a continuing high level of personal commitment to and distinguished achievement in a particular area of research or scholarship.
- Fostering the research of other groups and individuals within the organisational unit and more broadly within the institution.
- Development of research policy.
- Preparation of research proposal submissions to external bodies.
- Responsibility for the oversight of financial management of grants.
- The conduct of independent research in which the academic may provide leadership within a team and the preparation of conference and seminar papers and publications from that research.
- Supervision of research and administrative staff and other employees responsible to the Level E research-only academic.
- Making a distinguished personal contribution to the conduct of research at all levels.
- Management of large research projects or teams.
- Developing policy and being involved in administrative matters within the department or other comparable organisational unit and within the institution.
- Participating in community and professional activities related to the employee's disciplinary area, including involvement in commercial and industrial sectors where appropriate.
- Involvement in professional activities including, subject to availability of funds, attendance at conferences and seminars in the field of expertise.
- Occasional contributions to the teaching program within the field of the employee's research.
- Supervision of major honours or postgraduate research projects.
- Attendance at meetings associated with research or the work of the organisational unit to which the research is connected and/or departmental and/or Faculty meetings and a major role in planning and committee work.

### *Skill Base*

A Level E research-only academic will have the same skill base as a Level D research-only academic but will be recognised as a leading authority in the area of research and scholarship.

**The University of New England Academic and English Language Teaching Staff Enterprise Agreement 2020-2022**

Signed for and on behalf of:

**University of New England**

  
Signature

9 March 2020

\_\_\_\_\_  
Date

Professor Brigid Heywood

\_\_\_\_\_  
Full name

Vice-Chancellor & CEO

\_\_\_\_\_  
Explain your authority to sign the agreement

Address:

University of New England, Elm Avenue, Armidale, NSW, 2351

Signed in the presence of:

  
Signature of witness

9 March 2020

\_\_\_\_\_  
Date

Emma Model

\_\_\_\_\_  
Full name of witness

**The University of New England Academic and English Language Teaching Staff Enterprise Agreement 2020-2022**

Signed for and on behalf of the National Tertiary Education Union as Employee Bargaining Representative:

**National Tertiary Education Industry Union**



10 March 2020

Signature

Date

Matthew McGowan

Full name

General Secretary

Explain your authority to sign the agreement

Address: Level 1, 120 Clarendon Street  
South Melbourne VIC 3205

Signed in the presence of:



10 March 2020

Signature of witness

Date

Renee Veal

Full name of witness

## IN THE FAIR WORK COMMISSION

### **FWC Matter No.:**

AG2020/968 UNE Academic and English Language Teaching Staff Enterprise Agreement 2020-2022

### **Applicant:**

**The University of New England**

Section 185 – Application for approval of a single enterprise agreement

## **Undertaking- Section 190**

I, Professor Brigid Heywood, Vice Chancellor and CEO for the University of New England give the following undertakings with respect to the UNE Academic and English Language Teaching Staff Enterprise Agreement 2020-2022 ("the Agreement"):

1. I have the authority given to me by the University of New England to provide this undertaking in relation to the application before the Fair Work Commission.

2. **Clause 49 Dispute Resolution**

The University undertakes in relation to clause 49.3 and 49.4 of the Agreement, where a dispute is referred to the Fair Work Commission or to a person or body other than the Fair Work Commission, an employee who is a party to the dispute may appoint a Representative for the purpose of the dispute resolution procedures.

3. **Clause 31 Parental Leave**

The University while noting the particular circumstance raised by the Commission is subject to a specific non-discriminatory entitlement (adoption leave) undertakes to apply the Partner Leave entitlement on a non-discriminatory basis so that a same sex male couple would have access to such leave on the adoption of a child.

4. **National Employment Standards**

The University undertakes that in the event of an inconsistency between the terms of the Agreement and the National Employment Standards (NES), and the NES provides a greater benefit to an employee, the NES provision will apply to the extent of the inconsistency.

5. **Clause 24 Duties and Time Allocation for Part-time English Language Teachers**

The University undertakes that part-time English language teachers approved to work hours in excess of the agreed work pattern in clause 24.2 will be eligible for overtime calculated at the appropriate rates under the Educational Services Post-Secondary Award.

The University undertakes that the minimum engagement for part-time English language teachers under the Agreement will be 2 hours or the minimum amount under the Educational Services (Post-Secondary Education) Award 2010, whichever is the least.

6. **Clause 10 Minimum Engagement Period – Casual Staff**

The University undertakes that the minimum engagement for casual staff under the Agreement will be 2 hours or the minimum amount under the Higher Education Industry Academic Staff Award 2010 for academic staff or the Educational Services (Post-Secondary Education) Award 2010 for English Language teaching staff, whichever is the least.

7. **Clause 45 Resignation**

The University undertakes in relation to clause 45.3 of the Agreement, where an employee resigns and is required to provide notice, the maximum amount the employer will withhold under clause 45.3 in lieu of notice will be as per notice requirements under the Higher Education Industry Academic Staff Award 2010 for academic staff or the Educational Services (Post-Secondary Education) Award 2010 for English Language teaching staff.

8. **Clinical loading**

The University undertakes for academic employees who would be paid a clinical loading under the Higher Education Industry Academic Staff Award 2010 to pay a rate of pay which ensures the employee is no worse off than if they had been paid the clinical loading under the Higher Education Industry Academic Staff Award 2010 as at 3 April 2020.

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



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**Signature**

11.05.2020

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**Date**

## Schedule 2.2—Model flexibility term

(regulation 2.08)

### Model flexibility term

- (1) An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
  - (a) the agreement deals with 1 or more of the following matters:
    - (i) arrangements about when work is performed;
    - (ii) overtime rates;
    - (iii) penalty rates;
    - (iv) allowances;
    - (v) leave loading; and
  - (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
  - (c) the arrangement is genuinely agreed to by the employer and employee.
- (2) The employer must ensure that the terms of the individual flexibility arrangement:
  - (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
  - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
  - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- (3) The employer must ensure that the individual flexibility arrangement:
  - (a) is in writing; and
  - (b) includes the name of the employer and employee; and
  - (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
  - (d) includes details of:
    - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
    - (ii) how the arrangement will vary the effect of the terms; and
    - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
  - (e) states the day on which the arrangement commences.
- (4) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

- (5) The employer or employee may terminate the individual flexibility arrangement:
- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
  - (b) if the employer and employee agree in writing—at any time.