

Remuneration and Working Arrangements Policy

Section 1 - Overview

The University aims to provide attractive conditions of employment for its staff, in terms of work environment, salary, non-salary benefits and other employment conditions to attract and retain outstanding staff.

Section 2 - Scope

This policy applies to all continuing and fixed term staff of the University with the exception of those staff employed under the common law contracts.

Section 3 - Policy

General

- (1) The University remunerates staff in accordance with legislative requirements, University Policy and Collective Agreements.
- (2) Remuneration includes salary, superannuation and other benefits.
- (3) The terms and conditions of employment are agreed in writing between the University and the staff member prior to the staff member's commencement in a position.

Salary

- (4) Salary rates are determined by the relevant Collective Agreement and by University policies, or as otherwise approved by the Vice-Chancellor and Chief Executive Officer.
- (5) Salary increases are negotiated and determined as part of the relevant Collective Agreement.
- (6) Salary overpayments and underpayments will be corrected in accordance with the [Salaries and Benefits Procedures](#).

Incremental Progression

- (7) A new staff member to the University will normally commence on the base salary of the classification for the position to which they have been hired.
- (8) Approval is required by the Director People and Culture, or nominee, in consultation with the Head of Cost Centre to commence a staff member on a salary range other than the base salary.
- (9) Subject to satisfactory performance, staff will proceed by annual increment through the salary range appropriate to the classification of the position occupied, to the maximum of the range.

(10) A salary increment will be paid to staff on the due date, unless the Head of Cost Centre notifies the Director People and Culture of the performance issue, at least one month before an increment is due.

(11) The incremental due date will change when:

- a. a staff member is appointed to a vacant position at a higher level;
- b. a staff member's position is reclassified to a higher level; or
- c. a staff member has taken leave without pay for a continuous period of thirty (30) working days/ six (6) weeks or more.

(12) A staff member's incremental progression may be withheld where:

- a. a supervisor has concerns that a staff member's performance would not justify the award of an increment;
- b. the staff member has previously been informed, in writing, of the concerns and has been given a reasonable opportunity to respond to the concerns;
- c. the staff member 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; and
- d. the staff member is subject to review in accordance with the Unsatisfactory Performance or Misconduct/ Serious Misconduct provisions in the current Collective Agreement, in which case a decision on the payment of a withheld increment will be made following the review.

Superannuation

(13) The University requires all staff members to join an appropriate superannuation fund as a condition of employment.

(14) For new staff, UniSuper is the current superannuation fund prescribed under the Collective Agreements.

(15) Eligibility conditions are set out in the [Superannuation Procedures](#).

Salary Packaging

(16) All staff (excluding casuals) may participate in salary packaging as allowed under the Collective Agreements and in accordance with the Salary Packaging Procedures.

(17) The University reserves the right to review and amend the salary packaging at any time and will not be responsible for any loss or damage suffered by a staff member as a result of such changes.

(18) Should legislative or other changes result in an increase in the costs of salary packaging to the University, the University may elect to discontinue salary packaging from the operative date of that change, unless the staff member pays the additional cost, in which case the University will continue the remuneration packaging option.

(19) An annual administration fee may apply on specific benefits.

Loadings

(20) Professional Staff: The University applies an annual leave loading to the base salary for all Professional staff in accordance with the [UNE Professional Staff Enterprise Agreement 2019-2022](#).

(21) Academic Staff: Staff are entitled to an annual leave loading of 17.5% on 31 December each year for annual leave accrued in that calendar year. Academic staff who ceases employment prior to 31 December will have their loading paid out on termination on a pro-rata basis.

(22) The University may provide a market loading allowance in accordance with the [Market Loading Allowance Policy](#) and [Procedures](#).

(23) The University may provide a clinical loading in accordance with the [Salaries and Benefits Procedures](#).

Allowances

(24) The University may pay a range of allowances to eligible staff and work related expenses incurred by staff as documented in the Collective Agreements.

(25) Higher Duties Allowance (Professional Staff)

- a. A staff member who temporarily performs the duties of a higher classified position for a period of five (5) consecutive working days or more is entitled to be paid an allowance at the rate equal to the difference between the staff member's salary and the minimum salary for the higher grade position, pro rata if undertaking part of the duties of the higher classification; and
- b. The maximum period a staff member may perform the duties of a higher classified position is normally twenty six (26) continuous weeks.

Hours of work and workload management

(26) Professional staff:

- a. The University will set hours of work for professional staff in accordance with the relevant Collective Agreement; and
- b. A staff member will not normally be required to work more than five (5) continuous hours without an unpaid meal break of at least thirty (30) minutes.

(27) Academic staff: The University will determine workloads for academic staff in accordance with the relevant Collective Agreement and in accordance with the discipline-specific workload model of the staff member's school.

(28) Professional staff: The University will ordinarily ensure that no staff member is assigned a workload which cannot reasonably be undertaken within the staff member's ordinary hours of work.

Rosters (Professional Staff)

(29) Where a staff member is required to work a roster, the provisions that apply will be in accordance with the relevant Collective Agreement.

(30) The [Salaries and Benefits Procedures](#) outline rostering arrangements for Professional Staff.

Ten Hour Breaks (Professional Staff)

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

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

(33) For shift workers, eight (8) hours is substituted for ten (10) hours for the purpose of changing shift rosters, or where a shift worker does not report for duty and a day worker or a shift worker is required to replace such shift worker.

Overtime (Professional staff)

(34) Unless in an emergency, all overtime worked must be authorised in writing in advance by the Supervisor. Shift penalties will not apply where overtime is paid.

(35) A staff member on HEO 8.1 or above will not be eligible to receive overtime payments provided that the University may, in special circumstance pay overtime or grant time-off-in-lieu.

Shift Worker (Professional Staff)

(36) Shift work penalty rates are determined by the relevant Collective Agreement.

Flexible and Family Working Arrangements

(37) Flexible working arrangements may be entered into in order to accommodate the work requirements of the University and family and work life commitments of staff members where there is mutual agreement.

(38) The [Salaries and Benefits Procedures](#) outline the flexible arrangements available to staff members.

Overpayments

(39) Where an overpayment has been made to a staff member, there is a shared responsibility on the part of the staff member, the relevant Cost Centre and People and Culture to effectively resolve the issue and recoup the overpayment.

(40) The University will make reasonable deductions from salary payments to recover the overpayment. If, at the date of termination of employment, a staff member has debt still outstanding, the University will deduct the amount owed from any final monies.

Outside work

(41) In certain limited circumstances, the University supports its staff undertaking paid outside work in a private capacity in addition to their University duties. Procedures relating to outside work are set out in the [Private Paid Outside Work Procedures](#).

(42) This Policy applies to work undertaken as an individual or as a member of a partnership, company or any other entity which provides goods and/or services. It does not apply to work undertaken when the University enters into a contract to provide goods and/or services to which a staff member may be assigned.

(43) A staff member, seeking approval from the Director People and Culture to become a Director of a public or private company or organisation (other than those which are of a charitable or non-profit nature, or formed to deal solely with private affairs) must declare any conflict of interest between the work for the University and the board membership.

Authorisation

(44) The Director People and Culture is authorised to administer this policy and to make procedures to apply under this policy. The procedures must be consistent with this policy.

(45) This is a Vice-Chancellor and Chief Executive Officer policy and vested authority is granted for decisions made under this policy to the nominated parties. The Vice-Chancellor and Chief Executive Officer retains discretion over decisions made under this policy.

Compliance

(46) All staff must comply with this Policy. A failure to comply with this Policy may amount to misconduct/serious

misconduct and/or unsatisfactory performance.

(47) Where there is any unresolved interpretation of this Policy in relation to the provisions of the relevant Collective Agreement, the provisions of the relevant Collective Agreement take precedence.

Section 4 - Definitions

(48) Annual leave loading means a 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 September quarter preceding the date of accrual. Staff members 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.

(49) Collective Agreements means the [UNE Academic and English Language Teaching Staff Enterprise Agreement 2020-2022](#), the [UNE Professional Staff Enterprise Agreement 2019-2022](#), each as extended or varied from time to time, and is taken to include any agreement that replaces or varies one or more of these documents.

(50) Essential work activities includes University examinations, graduation, Intensive Schools, orientation week, open and career days (including information weekend) and such other occasions or categories as may be determined by the Joint Consultative Committee, as determined by the relevant Collective Agreement.

(51) Market Loading Allowance includes market-based salary allowance; recruitment allowance and retention allowance.

(52) Ordinary hours of work mean seven (7) hours per day with the span of hours for the position, pro rata in the case of part-time staff members.

(53) Ordinary span of hours means the span of time over which a staff member may be required to work ordinary hours.

(54) Senior Executive means the Vice-Chancellor and Chief Executive Officer and his/her direct reports, excluding support staff.

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

Status and Details

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