

# Salaries and Benefits Procedures

## Section 1 - Scope

This procedure applies to all staff with the exception of those staff covered by the UNE Executive/Specialist Remuneration Framework.

## Section 2 - Procedures

### Salaries

- (1) Salary rates are detailed in the relevant Enterprise Agreements.
- (2) Salaries are paid fortnightly in accordance with the payroll calendar.
- (3) The rate of pay must be agreed with the staff member before they commence with the University.

### Incremental Progression

(4) The Chair of a Selection Panel, or Head of Cost Centre (for non-advertised appointments), wishing to appoint a staff member to a higher step than the base salary, will provide People and Culture with justification for the incremental progression proposal. The Director People and Culture, or delegate, will approve or deny such a request, which will be based on:

- a. demonstrated achievement of training/education and/or relevant experience in a similar position; and/or
- b. prior experience at UNE or another university at or above the level of the position the staff member is being offered.

(5) A staff member will progress through increments on the anniversary of their appointment, until such time as they reach the increment ceiling.

(6) Incremental progression is based on performance and is not automatic.

(7) Notification of an upcoming Increment due date will be sent by People and Culture to the staff member's supervisor eight weeks prior to the Increment due date.

(8) The supervisor should conduct a feedback discussion with the staff member at least four (4) weeks prior to the increment due date.

(9) An increment:

- a. shall be awarded if a staff member has been assessed as satisfactory or better; or
- b. shall be deferred if a staff member has been assessed as unsatisfactory.

(10) Where an increment is deferred, the Supervisor will clearly outline the goals required to be met by the staff member, and confirm with the staff member:

- a. a review date (approximately six (6) months); and
- b. the goals required to be met within the review period.

(11) Where an increment is deferred and the staff member has reached the agreed standard of performance within six (6) months of the deferral (and has demonstrated satisfactory performance for a period of six (6) consecutive months), an increment shall be awarded effective the date the performance improvement has been documented and an increment approved by the Supervisor (this being the new increment due date).

(12) Where an increment is deferred and the staff member has not reached the agreed standard of performance for a period of six (6) months, the Supervisor may deny an increment and proceed to Unsatisfactory Performance in accordance with the relevant Enterprise Agreement. The Supervisor will advise the staff member in writing of the reasons for denial of the increment.

(13) Where a staff member is absent on leave without pay for a period of longer than three (3) months, the staff member's increment date will be moved by a period corresponding to the total period of leave without pay.

(14) Any dispute arising from an increment being withheld will be dealt with in accordance with the Dispute Resolution Procedures in the relevant Enterprise Agreement.

(15) Where the outcome of the dispute identifies that movement between salary points should have occurred, adjustment to salaries and entitlements will be paid retrospectively to the staff member's increment due date.

## **Annual Leave Loading**

(16) Full-time staff who work for the entire calendar year (other than professional staff and any casual staff member) shall be paid an annual leave loading in respect of four (4) weeks leave entitlement equal to 17.5 per cent of the ordinary pay of the staff member.

(17) The maximum payment will be equal to the Australian Bureau of Statistics' figure for Average Weekly Earnings of all males (Australia), for the September quarter of the year in which the entitlement to the leave is accumulating.

(18) Part-time staff members or staff members who have not worked for a full year shall receive pro-rata payments.

(19) Payment of the loading on termination will be based on the previous year's figure if a staff member ceases employment before the annual leave loading calculation for the year is known.

(20) Annual leave loading will be paid to all eligible staff in the first full pay period in December

## **Clinical Loading**

(21) The Guidelines for loadings for medical and dental staff are outlined in the [Clinical Loadings - Medical and Dental Guidelines](#).

(22) Clinical loadings are paid, by recommendation from the Head of Cost Centre, and on the approval of the Market Loading Panel, to relevant academic staff, who have either a medical, nursing or specialised qualification relevant to the specific discipline.

(23) A recommendation for payment of a clinical loading must be supported by a business case which demonstrates internal and external equity considerations and must be consistent with the Cost Centre's budget and operational plan

(24) Clinical loadings are paid as part of salary, are superannuable and are payable while the staff member is on study leave, annual leave, and long service leave and upon termination.

(25) The maximum of any clinical loading allowance will normally be limited to 20% of salary, except in the case of

clinical loadings for medical and dental staff. Please refer to the [Clinical Loadings - Medical and Dental Guidelines](#).

(26) The decision whether to approve a clinical loading will be made by Market Loading Panel in accordance with the following:

- a. the Panel will be convened by the Director People and Culture (or delegate) and will comprise:
  - i. the Deputy Vice-Chancellor or the Deputy Vice-Chancellor Research ; and
  - ii. two members of the Senior Executive,

(27) Provided however that, with the exception of the Vice-Chancellor and Chief Executive Officer, the panel must not include a Pro Vice-Chancellor or Senior Executive with line management responsibility for the role to which the proposed clinical loading relates.

- a. The Panel has authority to investigate and consider the business case and any other matters the panel considers relevant;
- b. The Panel may meet in person or through the use of technology, may consider proposals without meeting and may make resolutions at a meeting or via a circulating resolution;
- c. The Panel must resolve (by majority) whether to award the proposed clinical loading, as the panel sees fit having regard to the relevant Cost Centre's budget and operational plan; and
- d. The Director People and Culture (or delegate) will provide administrative support to the panel to discharge its functions.

### **Higher Duties Allowance (Professional Staff)**

(28) An Application for Higher Duties Allowance form is required to be submitted to People and Culture for a staff member to be paid a higher duties allowance.

(29) The maximum period of twenty six (26) continuous weeks for higher duties may be extended, where appropriate, to cover a staff member on leave, or while a recruitment process is being finalised.

(30) A staff member who is the deputy, or equivalent, of a more senior staff member and whose duties include deputising for the senior position, will not be eligible for a higher duties allowance except if they perform the duties for ten (10) consecutive working days or more.

(31) Where a staff member takes leave during the period of higher duties, the leave will be paid at the higher duties rate of pay, including annual leave taken immediately following the period of higher duties.

### **Overtime (Professional staff)**

(32) Unless there is mutual agreement between the supervisor and the staff member regarding flexible working arrangements, including but not limited to time-off-in-lieu, overtime is payable for all work in excess of the ordinary daily hours and for work done outside the ordinary span of hours for the position. Payment of overtime will be calculated to the nearest 15 minute block.

(33) Where flexible working arrangements apply, the maximum number of ordinary hours that can be worked each day before overtime applies will be 10 hours. Each day will stand alone.

(34) If a staff member is instructed to report for overtime on a day when he/she would not have to work, and on reporting for duty finds that there is no work, the staff member will be paid three (3) hours overtime at the appropriate overtime rate.

(35) A staff member is required to submit a timesheet for overtime hours for approval.

(36) Overtime rates paid to eligible staff are in accordance with the Enterprise Agreement.

(37) A staff member may refuse to work overtime, without prejudice or disadvantage to their employment, in circumstances where the working of such overtime would result in the staff member working hours which are unreasonable having regard to:

- a. any risk to staff health and safety;
- b. the staff member's personal circumstances including any family responsibilities;
- c. the needs of the workplace or University;
- d. the notice (if any) given by the staff member of the overtime and by the staff member of their intention to refuse it; and
- e. any other relevant matter, including but not limited to the matters in [section 62 subsection \(3\) of the Fair Work Act 2009](#).

### **Time-off-in-lieu of overtime**

(38) A staff member may choose, with the consent of the Supervisor, to take time-off-in-lieu of payment for overtime at a time or times agreed with the employer. Such mutual agreement must be in writing (the University will not recognise unauthorised time-off-in-lieu), and should be within two (2) weeks of accrual and may be taken as whole days or part thereof.

(39) Where, due to work requirements, a staff member is not able to take the accrued time off in lieu within twelve (12) weeks of when it was accrued, the time-off-in-lieu will be taken as leave immediately, or where this is not possible, pay the staff member the accrued time-off-in-lieu at the rate at which it accrued.

(40) If a staff member takes time-off-in-lieu of payment for overtime then time-off-in-lieu accrues at the same rate as the overtime payment.

(41) A Supervisor may offer or discuss the option of time-off-in-lieu, but may not direct a staff member to take overtime worked as time-off-in-lieu.

(42) A maximum of 35 hours may be accrued at any one time. The staff member should take the time off within (4) four weeks of working the time-off-in-lieu of payment of overtime.

(43) Part-time staff

- a. Part-time staff members who agree to work above their contract hours will either be entitled to time in lieu or be paid at time and one quarter until the number of ordinary hours for a full time staff member have been worked, provided that normal overtime pay applies for work beyond seven (7) hours per day, 35 hours per week and outside the ordinary span of hours: or
- b. Alternatively, a part time staff member may elect to have a variation to their contract to reflect the changed hours.

### **Shift worker (Professional Staff)**

(44) A staff member working shifts is entitled to a paid meal break of twenty (20) minutes.

(45) A staff member working shifts will be paid in accordance with the scheduled rates in the Enterprise Agreement.

### **Flexible and Family Working Arrangements**

## Supervisor's responsibilities

(46) It is the responsibility of Supervisor's to ensure:

- a. that the operational needs of the University are met at all times; and
- b. that a staff member's proposed flexible working arrangements do not adversely impact on other staff, both within the work area and other related work areas.

(47) A staff member may consider short-term or longer term flexible arrangements to assist with family and work life commitments, including:

Short-term arrangements	Longer-term arrangements
Flexible start and finish times for a defined period. Normally between 7am and 7pm, Monday to Friday	Flexitime (Professional staff only)
Short breaks of an hour or two to resolve personal or crisis situations or to attend appointments off campus	Rostered time off* (Professional staff only)
Reduced hours for short, defined period to enable family, carer or other commitments to be managed	Fractional/part-time employment

\*Rostered time off may include a nine (9) day fortnight.

(48) Flexitime should be negotiated and approved, and then managed, within the work area:

- a. Records must be kept by the staff member and supervisor;
- b. The maximum accrual will be 10.5 hours. Any accrual in excess of 10.5 hours will be forfeited unless agreed, in writing, with the Head of Cost Centre;
- c. Flexitime will accrue on an hour for hour basis;
- d. Time off will be taken at a time convenient to both the university and the staff member;
- e. Flexitime will normally be taken within three (3) months of accrual;
- f. Flexitime cannot be taken in advance;
- g. Under no circumstances will flexitime be paid out on resignation, retirement, etc; and
- h. Tea breaks cannot be accrued as flexitime.

(49) It is the joint responsibility of the staff member and their Supervisor to discuss the staff member proposed flexible working arrangements, noting that for longer-term arrangements, colleagues who may be affected by the proposal need to be consulted as well.

(50) A change to fractional/part-term employment or a change in hours for a part-time staff member (other than short-term flexible arrangements) will require a formal change through People and Culture.

(51) All records relating to flexible working arrangements (with the exception of flexitime records) will be kept on the staff member's personal file.

(52) A staff member wishing to revert to their substantive work arrangements prior to the agreed period, will be accommodated to the extent possible, given other arrangements which may have been entered into in the workplace.

## Rosters (Professional Staff)

(53) On allocating rostered days off to staff, a Supervisor will ensure that;

- a. a reasonably equitable allocation of rostered days off is made;

- b. consideration is given to a staff member's religious/cultural obligations; and
- c. consideration is given to a staff member's family and community obligations.

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

(55) A staff member must be rostered off at least four (4) days per fortnight. Two (2) of these days must be a consecutive Saturday and Sunday, except during 'essential work' activities.

(56) Where a staff member is required to work a roster:

- a. Work rosters will be posted in a readily accessible place;
- b. All rosters will indicate the commencement and cessation times of the ordinary hours of work of the respective shifts for each staff member;
- c. Changes of shift in rosters will, where possible, be notified at least seventy-two (72) hours before they become operative;
- d. Changes of rosters will, where possible, be notified at least seven (7) days prior to becoming operative;
- e. Provided that a shift or roster may be changed at any time to enable the function of the University to be carried out, where another staff member is absent from duty on account of illness or in an emergency, but provided further that if such alteration involves a staff member working on a day which would have been the staff member's day off, such time worked on that day will be paid at overtime rates;
- f. Places in shifts or rosters may be interchanged by agreement between the staff members and the University, provided that the University will not incur additional shift or overtime penalties as a consequence of the interchange; and
- g. Staff members may be rostered on seventy (70) hours per fortnight when averaged over a full roster cycle.

## Overpayment

(57) The University has an obligation and legal entitlement to recover all debts, and will take appropriate measures to do so and attempt to recover all overpayments in a fair and reasonable manner.

(58) The University will contact the staff member by phone or email, informing them of the overpayment, prior to providing a written 'Overpayment Notice' which will include the following:

- a. the cause of the overpayment and pay period/s to which it relates;
- b. the amount;
- c. the repayment options, including the date, dates or period during which the University will make the proposed deductions; and
- d. the options available to the University in pursuing outstanding debts.

(59) A staff member who has received an overpayment has a duty to immediately report the error to People and Culture, irrespective of the sum involved and the cause.

(60) People and Culture will examine the overpayment in direct consultation with the staff member and attempt to resolve the matter at a local level:

- a. If the staff member wishes to contest / challenge the overpayment, they are required to notify the University in writing within 7 days of receiving the University's Overpayment Notice; or
- b. If the staff member fails to contact People and Culture within 14 days of the Overpayment Notice being issued, the University will issue a Reminder Notice.

(61) The funds can be paid to the University by way of salary deduction, cheque or electronic funds transfer.

(62) The University will take fair and reasonable measures to recoup overpayments within a reasonable period of time. The method and rate at which the overpayment will be recovered is undertaken in consultation with the staff member, and only in accordance with the staff member's written authorisation (except where the staff member fails to enter into an arrangement within a reasonable period of time).

(63) Monies recovered within the same financial year are repaid as a net amount. The Australian Taxation Office (ATO) requires that repayments relating to the previous financial years will be recovered as a gross amount and inclusive of PAYG tax.

(64) Normally, one-off overpayments will be recovered by the University in the pay period immediately after which the overpayment is discovered.

(65) Depending on the circumstances and amount owed, staff members can elect to repay the overpayment either by instalment or a single payment in full.

(66) If a staff member does not agree to or enter into an arrangement to repay the outstanding monies, the University may recover the overpayment by deductions from salary over a period of 6 months.

(67) Where an overpayment remains outstanding at the date of termination or resignation of the staff member, the University may either:

- a. deduct the overpayment from any salary or monies that would otherwise be payable to the staff member on termination; or
- b. where the outstanding debt is greater than the final monies owed to the University refer the matter to the Finance who will review the case and may commence debt recovery proceedings.

## Section 3 - Definitions

(68) 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.

(69) Enterprise 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.

(70) Essential work activities includes University exams, 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 Enterprise Agreement.

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

(72) Market Loading Panel is convened by the Director People and Culture, or delegate, and comprised the Pro Vice-Chancellor (Academic Innovation) or Deputy Vice-Chancellor Research; and two members of the Senior Executive.

(73) 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.

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

(75) 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

<b>Status</b>	Current
<b>Effective Date</b>	27th August 2015
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