



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

University of New England
(AG2020/826)

UNE PROFESSIONAL STAFF ENTERPRISE AGREEMENT 2019 - 2022

Educational services

DEPUTY PRESIDENT SAUNDERS

NEWCASTLE, 27 MAY 2020

Application for approval of the UNE Professional Staff Enterprise Agreement 2019 - 2022.

[1] An application has been made for approval of an enterprise agreement known as the *UNE Professional Staff Enterprise Agreement 2019 - 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 Community and Public Sector 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 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.

[9] The Agreement is approved and, in accordance with section 54 of the Act, will operate from 3 June 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.:

AG2020/826 UNE Professional Staff Enterprise Agreement 2019-2022

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 Professional Staff Enterprise Agreement 2019-2022 ("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 21 Shift work**

The University undertakes that for the purposes of the National Employment Standards a shiftworker means an employee who is regularly rostered to work on Sundays and public holidays in which shifts are continuously rostered 24 hours a day, seven days a week.

The University undertakes that to the extent that it engages any shiftworkers during the life of the Agreement, that those shiftworkers will be paid at an overall rate of pay and entitlements which is no less than the rate of pay to which they would be entitled under the Higher Education Industry General Staff Award 2010 (**Award**) as of 20 March 2020.

3. **Clause 22 Breaks**

The University undertakes that to the extent that it engages any shiftworkers during the life of the Agreement that if they are required to work overtime they will, wherever reasonably practical be given at least 10 consecutive hours off duty and if an Employee is instructed to work without having a 10 hour break, they will be paid at overtime rates for all time worked until such 10 hour break is taken.

4. **Clause 23 Overtime**

The University undertakes that for the purposes of clause 23 of the Agreement, where a casual employee HEO 1, 2, 3, 4, Student Rate 1 and Student Rate 2 is required to work beyond the span of hours where they would be better off under the Award as of 20 March 2020, those employees will be paid at an overall rate of pay and entitlements which is no less than the rate of pay to which they would be entitled to under the Award as at 20 March 2020.

5. **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.

6. **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.

7. **Clause 48 Resignation**

The University undertakes in relation to clause 48.3 of the Agreement, where an employee resigns and is required to provide notice, the maximum amount the employer will withhold under clause 48.3 in lieu of notice will be as per notice requirements under the Award as at 20 March 2020.

8. **Clause 52 Dispute Resolution**

The University undertakes in relation to clause 52.3 and 52.4 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.

9. **Schedule B – Casual Student Professional Employee Rates**

The University undertakes that, for the purposes of Schedule B, clause 2, where it relates to a casual employee employed on Student Rate 1 and where the Award as at 20 March 2020 provides a greater entitlement than the Agreement, the University will pay the Award rate plus an additional 1% of that rate.

10. **Schedule C – Apprentice Rates**

The University undertakes that to the extent that it engages any apprentices during the life of the Agreement, that those apprentices will be paid at a rate of pay which is no less than the overall rate of pay and entitlements to which they would be entitled to under the Award as at 20 March 2020 and where the Award provides a benefit in the form of a monetary allowance or reimbursement to an apprentice that is more beneficial than the Agreement, the Award as at 20 March 2020 will prevail to the extent of the inconsistency.

Reconciliation

11. For undertakings 2, 4, 9, and 10, the University will undertake a reconciliation at monthly intervals, to establish whether for work performed under the Agreement in the preceding month, the employees' total wages were less than or equal to the total wages the employee would have been entitled to under the Award as at 20 March 2020. Where the reconciliation establishes that an employee the subject of undertakings 2, 4, 9 and 10 has been paid the same or less under the Agreement than they would have been paid under the Award for performing the same work, the employee will be paid in the following pay period the difference between the wages payable under the Award as at 20 March 2020 and the wages paid under the Agreement over the previous month plus 1% of the difference.

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

A handwritten signature in black ink, appearing to read "Leigh Hegwood". The signature is written in a cursive style with a horizontal line extending from the bottom of the last word.

Signature

Date 21 May 2020

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.

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

UNE PROFESSIONAL STAFF ENTERPRISE AGREEMENT 2019-2022

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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 Professional Staff Enterprise Agreement 2019 - 2022 (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 A, B and C of this Agreement (**Employees**); and

- c) the Community and Public Sector Union (**CPSU**) and 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 Professional 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 Professional Staff Enterprise Agreement 2019-2022*.

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 approval by the Fair Work Commission.

Continuing employment is defined in clause 8.1.

CPSU means the Community and Public Sector Union.

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

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.

Employee 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.

Flexible Working Hours Arrangement means an agreement between an Employee and the University for the Employee to work flexible working hours (start and finish times) in accordance with clause 12.

FWC means the Fair Work Commission of Australia.

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.

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

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

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

NTEU means the National Tertiary Education Industry Union.

Part-Time employment is defined in clause 8.2.

PPDR means Performance, Planning, Development and Review.

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.

TOIL means time off in lieu of overtime.

UNE and University mean the University of New England.

Union means the CPSU or NTEU.

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 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 51 Grievance Procedures. 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 CPSU members;
 - b) 2 NTEU members; and
 - c) up to 4 University nominees.
- 6.4 The JCC membership is not intended to exclude any Employee and does not preclude any Employee 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; and
 - d) 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.

- 7.3 Where practicable and in accordance with this Agreement, it is the University's preference to offer continuing employment opportunities and promote job security.

8. Continuing Employment

Definitions

- 8.1 **Continuing** employment means all employment other than **Fixed-Term** or **Casual** employment. Continuing Employment may be full-time or **Part-Time**.
- 8.2 **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). During the term of employment, the contract is not terminable, by the University, other than for Serious Misconduct, Unsatisfactory Performance or Employees within the first 6 months of employment (**clause 49.1**) 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) **A Specific task or project** is:
- i. a definable work activity which has a starting time and which is expected to be completed within an anticipated timeframe and does not replace existing Continuing positions; and/or
 - ii. 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.

Unless there are exceptional circumstances, the term of the contract will be for the full period of the funding provided in sub-clause 9.2(a)(ii).

- 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 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) **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.

- e) **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 sub-clause can only be offered where a final decision has been made to disestablish a work activity after following the procedures in **clause 38**.

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.

- f) **Recent professional practice required** - where a curriculum in professional or vocational education requires that work be undertaken by a person to be engaged who has recent practical, 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.
- g) **Pre-retirement contract** - where a full-time or a Part-Time Employee declares that it is their 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.
- h) **Fixed-term contract employment subsidiary to studentship** - where a person is enrolled as a student, employment under a fixed-term contract may be adopted as the appropriate type of employment for work activity, not within the description of another circumstance in the preceding paragraphs of this sub clause, that is work 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.
- i) **Apprenticeship or Traineeship** – an apprentice or trainee employed pursuant to an apprenticeship or traineeship approved by the relevant State or Territory training authority.

Conditions related to Fixed-Term Employment

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

Notice of Cessation or Renewal of Employment upon Expiry of Contract

- 9.4 The University will advise, and the supervisor will discuss with, Fixed-Term Employees about the impending termination or renewal of their contract, and this will be no later than 4 weeks before the end of their contract.

Further Employment

- 9.5 Where the University has decided to continue the position with the same or similar duties and at the same classification level, the incumbent will be offered further employment in that position, provided the incumbent was 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

- 9.6 A Fixed-Term Employee can apply for and will be offered 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.
- 9.7 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.
- 9.8 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.
- 9.9 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

9.10 Where a Fixed-term Employee employed on a contract for a **Specific Task or Project, Research, New Area or Disestablished Area** (within the meaning of sub-clause 9.1) seeks a further contract of employment, but this is not offered 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 that position is no longer required by the University; or
- b) the Employee is employed on a Fixed-Term contract and the same or substantially similar duties and classification 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:

Period of continuous service	Severance Pay
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

9.11 Where an Employee refuses an offer of further employment, there will be no entitlement to severance pay in clause 9.10.

9.12 Where the University informs an Employee in writing that further employment will be offered within 6 weeks of the expiry of Fixed-Term employment, then the University may defer payment of severance benefits until the end of the further employment.

9.13 Where an Employee receives a severance payment and is offered a subsequent contract of employment 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** means a person engaged by the hour and paid on an hourly basis. A casual Employee will be paid a casual loading of 25% in addition to the base hourly rate for all work performed in accordance with **Schedule B**. The casual loading is paid in lieu of benefits for which a casual employee is not eligible. The minimum period of engagement of a casual Employee will be three (3) hours.

10.2 **Casual Student Employment** is a separate category of professional staff employment. The hours a casual student Employee works are subject to availability, relevant to their study timetables requirements. Casual student Employees will be paid an all-inclusive rate as set out in the **Schedule B**. The minimum period of engagement of a casual student will be one (1) hour.

10.3 A casual Employee will only be entitled to overtime where hours worked are in excess of ten (10) hours per day. Each day will stand-alone.

10.4 Nothing in this Agreement prevents an Employee engaging in additional work as a Casual Employee at UNE in work unrelated to, or identifiably separate from, the Employee's normal duties and hours of work subject to the approval of their supervisor (which will not be unreasonably withheld). The payment of overtime under clauses **22.3-22.5**, Minimum Break

Following Overtime, does not apply to such additional casual work. The provisions of this Agreement to not work excessive hours should also be considered by Employees and supervisors if engaging in additional casual work.

- 10.5 Casual Employees will be eligible to apply for internally advertised University positions.

Induction

- 10.6 All Casual Employees will be paid up to 3 hours at their standard hourly 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.
- 10.7 Where the University directs a Casual Employee to work more than the minimum hours for which payments are provided for in clause 10.6, or to undertake further mandatory training required to perform the role, the Employee will be paid at their standard hourly rate.
- 10.8 A Casual Employee on multiple simultaneous engagements will only be paid for a single induction once in every two year period.

Professional Development

- 10.9 Casual Employees who have completed or have confirmed by their supervisor that they will be engaged for 420 hours 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.
- 10.10 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.
- 10.11 A Casual Employee on multiple simultaneous engagements will only be paid for professional development once in every 12 month period.

Conversion

- 10.12 An Employee must not be engaged and re-engaged nor have their hours reduced in order to avoid any obligation under the conversion provisions of this Agreement.
- 10.13 Upon appointment, the University will advise a casual Employee that, after serving qualifying periods, they may have a right to apply, in writing, for conversion.
- 10.14 The University will also take reasonable steps from time to time to inform casual Employees of the conversion provisions of this Agreement.
- 10.15 An eligible Casual Employee may apply in writing for conversion to non-casual employment in accordance with the conversion provisions of this Agreement.
- 10.16 To be eligible to apply for conversion, a Casual Employee must be employed on a regular and systematic basis in the same or a similar and identically classified position in the same department (or equivalent), either:
- a) over the immediately preceding 12 months, provided the average weekly hours worked during the period equalled at least 50% fraction; or

- b) over the immediately preceding period of at least 24 months.
- 10.17 For the purposes of these provisions, occasional and short-term work performed by the Casual Employee in another classification, job or department will not:
 - a) affect the Employee's eligibility for conversion; or
 - b) be included in determining whether the Employee meets or does not meet the eligibility requirements.
- 10.18 The University will not unreasonably refuse an application for conversion. However it may refuse an application on reasonable grounds, including, but not limited to, the following:
 - a) the Employee is a student, or has recently been a student, other than where the Employee's status as a student is irrelevant to their engagement and the work required;
 - b) the Employee is a genuine retiree;
 - c) the Employee is performing work which will either cease to be required or will be performed by a non-casual employee, within 26 weeks (from the date of application);
 - d) the Employee has a primary occupation with the University or elsewhere, either as an Employee or as a self-employed person;
 - e) the Employee does not meet the essential requirements of the position; or
 - f) the work is ad hoc, intermittent, unpredictable or involves hours that are irregular.
- 10.19 The University must determine an application for conversion either by offering conversion to non-casual employment (either a Continuing or Fixed-Term appointment, on a Part-Time or full-time basis) or by rejecting the application and providing written reasons for rejection.
- 10.20 Conversion may be to either a Continuing appointment or a Fixed-Term appointment. The offer of conversion will indicate the hours and pattern of work which, subject to due consideration of the employer's operational requirements and the desirability of offering the Employee work which is as regular and continuous as is reasonably practicable, will be consistent with the Employee's casual engagement. The conversion offer will also constitute (and include such other details as are required for) a contract of employment under clause 7.1 of this Agreement.
- 10.21 Conversion may be, but is not required to be, to part-year, annualised hours or seasonal employment. This may occur where by custom and practice the work has been performed by Casual Employees on such a basis, or otherwise by agreement between the Employee and the University.
- 10.22 Employees converted under this clause will not have their casual service count as service for the purpose of calculating any other existing entitlements except for:
 - a) long service leave in accordance with the applicable long service leave legislation; and
 - b) any applicable unpaid parental leave in accordance with legislation; and
 - c) in accordance with the *Fair Work Act 2009*.
- 10.23 An Employee whose application for conversion is rejected will not be entitled to apply again within 12 months except where:
 - (a) that rejection is solely based upon the ground set out in **clause 10.18(c)**; and

(b) that ground ceased to apply.

- 10.24 A dispute arising from the application of this clause will be dealt with in accordance with the dispute procedures set out in **clause 52** of this Agreement.

11. Aboriginal and Torres Strait Islander Employment

General

- 11.1 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.
- 11.2 The University will report on the numbers and its efforts to achieve this target at each meeting of the JCC.
- 11.3 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

- 11.4 The Committee established to oversee the implementation of the *Aboriginal and Torres Strait Islander Employment Strategy 2018-2021* will comprise Union (NTEU & CPSU) representation.

Selection Committees

- 11.5 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

- 11.6 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

- 11.7 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.
- 11.8 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.
- 11.9 Leave under this clause will be non-cumulative.

12. Family and Flexible Working Arrangements

- 12.1 The University acknowledges that having a work/life balance is a key contributor to the health, wellbeing and engagement of staff, and acknowledges the support that such a commitment will provide to gender equity. The purpose of the flexible working hours arrangement is to assist staff to attain work/life balance and meet family needs and responsibilities while at the same time ensuring the University's operational requirements are met.
- 12.2 Short term flexible arrangements normally for periods of less than 3 months, may include:
- a) flexible working hours (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.
- 12.3 Longer term flexible working arrangements include provisions such as:
- a) flexible working hours (start and finish times);
 - 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.
- 12.4 To access flexible working arrangements, Employees must apply in writing to their supervisor, setting out the nature and duration of the arrangements they are seeking. Such application must be in accordance with this clause and consistent with University policy.
- 12.5 For a flexible working hours arrangement, the ordinary hours of work will be a maximum of 140 hours over a 4 week period. An Employee may work for a maximum of 10 hours in one day, excluding meal breaks. The Employee must be on duty for all core time periods stipulated in University policy and attend or perform work at specific times in accordance with directions from their supervisor.
- 12.6 The University will reasonably consider applications for a flexible working arrangement made in accordance with this clause and may only refuse such an application on reasonable business grounds. If the University refuses the request, the written response must include details of the reasons for refusal. If the application is refused, the University will also explore possible alternative options submitted by the Employee.
- 12.7 In the event of multiple applications for flexible working arrangements, the University may give priority to applications in the following circumstances:
- a) the Employee is a parent, or has responsibility for the care, of a child who is school age or younger;
 - b) the Employee is a carer within the meaning of the *Carers (Recognition) Act 2010 (NSW)*;
 - c) the Employee has a disability;
 - d) the Employee is experiencing violence from a member of their family; or
 - e) the Employee has a right, in accordance with legislation, to request flexible working arrangements.
- 12.8 Where it is agreed between the University and the Employee to work a flexible working arrangement, the agreement must be in writing.
- 12.9 Where the flexible working arrangement is no longer meeting the University's business requirements or the individual needs of the Employee, either party may provide 4 weeks' notice in writing to cease the arrangement.
- 12.10 This clause is not intended to limit in any way the operation of (and is intended to satisfy the University's obligations under) legislation, including the Fair Work Act.

13. Primary Place of Employment

- 13.1 Normally, the primary place of employment will be the Armidale campus of the University of New England, Armidale, New South Wales, Australia, 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.
- 13.2 Where 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 38**, and as a mitigation against job loss the affected employee agrees to this change of location, or voluntarily applies for and is appointed to a position, which entails a change to their current primary place of employment outside of Armidale, the University will pay

reasonable costs of removal of personal effects consistent with University policy. 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 38** Organisational Change apply.

14. Agreement Flexibility

- 14.1 Notwithstanding any other provision of this agreement, the University and an individual Employee may agree to make an individual flexibility arrangement to vary the effect 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 of one or more of the matters listed below:
- a) overtime rates for HEO Level 8 or above; and
 - b) penalty rates for HEO Level 8 or above.
- 14.2 The University and the Employee must have genuinely made the arrangement without coercion or duress. An arrangement under this clause can only be entered into after the individual Employee has commenced employment with the University.
- 14.3 The arrangement must be confined to a variation of the matters in **clause 14.1** and result in the Employee being better off overall than they would have been if no individual flexibility agreement had been agreed to. 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.
- 14.4 The University when seeking to enter into an arrangement 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.
- 14.5 The University must ensure that the individual flexibility arrangement:
- a) is in writing;
 - b) includes the name of the University and the Employee;
 - c) is signed by the University and the individual 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 Agreement that will be varied by the arrangement;
 - ii. details 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.

- 14.6 The University must give the Employee a copy of the individual flexibility agreement within 14 days after it is agreed to.
- 14.7 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.
- 14.8 The University will provide a copy of an Employee's flexibility arrangement made under this clause to a Union, upon the written request of the Employee.
- 14.9 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?

15. Salary and Allowances

- 15.1 The salary and casual rates are set out in **Schedules A – C** of this Agreement. Part-Time Employees will receive salary entitlements on a pro-rata basis.
- 15.2 On 6 July 2018, the University paid an increase of 1.5% administratively to all classifications covered by this Agreement.
- 15.3 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.

Salary increases

- 15.4 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;
 - c) 2% from the last full pay period on or before 30 June 2022.

Bonus payment

- 15.4 A one-off bonus payment will be made to eligible Continuing, Fixed-term and Casual Employees if a majority of staff vote 'Yes' for this Agreement. Full-time staff will receive a bonus payment of \$500.00 and Part-time staff will receive a pro rata payment based on their ordinary weekly working hours on the bonus payment date. This payment will be made to eligible employees within 8 weeks after a successful staff vote.

Continuing and Fixed term Employees will be eligible to receive the bonus payment if they are employed by the University as at the bonus payment date.

Casual Employees will be eligible to receive the bonus payment if they were engaged and worked within the four (4) week period leading up to the date of the Agreement vote. Eligible Casual Employees will receive a pro rata payment based on their average weekly working hours over the four (4) week period leading up to the vote. Eligible Casual Employees will

need to submit their timesheet(s) within the four weeks up to the day of the Agreement vote to have the bonus payment paid.

- 15.5 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.
- 15.6 Apprentices will be paid rates in accordance with the following percentages of the salary prescribed for the first step of HEO Level 3: 1st year – 45%, 2nd year – 60%, 3rd year – 75% and 4th year – 90%.
- 15.7 All rates of pay contained in this Agreement are inclusive of annual leave loading entitlements specified in any legislation, award or industrial agreement.
- 15.8 Employees are eligible for allowances in accordance with **Schedule D**.

16. Superannuation

- 16.1 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.
- 16.2 For Superannuation Guarantee Contribution members only, the legislated employer contribution will be paid to the UniSuper Accumulation Super 1 account.
- 16.3 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.
- 16.4 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.

- 16.5 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.

17. Salary Packaging

Employees may participate in packaging of salary for superannuation and other items 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.

18. Classifications

- 18.1 All professional staff, excluding Casual staff, will have a position statement approved by the Head of Cost Centre. A position statement must include the position dimensions, objective, duties, qualifications and selection criteria and to whom the position holder reports.
- 18.2 All professional staff positions will be classified according to the *Professional Employee Classification Descriptors* as set out in **Schedule E** and University policy and procedures.
- 18.3 Positions will be classified at the level which most accurately reflects the work required to be performed, taking into account the duties and responsibilities of the position.
- 18.4 Position statements will be developed or amended by the supervisor, in consultation with the incumbent Employee (where there is an incumbent). Staff in the work area, whose work directly interacts with the position being reviewed, will be notified of proposed changes.

Re-classification

- 18.5 Where an Employee believes there has been a significant change to their duties and responsibilities and the level of their position has therefore changed, they may apply (with reasons), through their supervisor, for a review of the position description and classification by HRS. The supervisor will provide comment on the application prior to forwarding the application to HRS in a timely manner.
- 18.6 A position will not usually be considered for re-classification under clause 18.5 within 12 months of its last review, unless a significant workplace change has taken place or the incumbent has vacated the position.
- 18.7 The position classification review will be:
- a) of the position, not the incumbent Employee;
 - b) based solely on the assessment of the position statement documentation against the *Professional Employee Classification Descriptors* as set out in **Schedule E** and University policy and procedures and does not incorporate any assessment of the personal attributes or performance of the occupant of the position;
 - c) undertaken irrespective of the funding source; and
 - d) transparent, with the outcomes documented.
- 18.8 A change in work performed does not of itself constitute a case for re-classification. Re-classification may be appropriate where the duties and responsibilities of the position have been affected by ongoing change. Some other changes may be better addressed by a higher

duties allowance. Where a set of duties are only for a fixed-term or where the supervisor and Employee agree that the duties are temporary, a higher duties allowance will be paid for the duration as an alternative to re-classification.

18.9 Where there is an incumbent Employee in a position which is re-classified to a higher level, the incumbent will retain the position. The effective date of the new classification level and remuneration will be the date on which the position statement and application for review was lodged with HRS.

18.10 Where there is an incumbent Employee in a position, and the position is re-classified to a lower level, the incumbent will retain the position and their remuneration level, access to increments and general pay rises will be maintained for the duration of their occupancy of the position.

18.11 Appeals

- a) Should an Employee not agree with the outcome of the evaluation, the matter may be referred to the Director HRS for review by the Classification Appeals Committee.
- b) Appeals for review must be notified within ten (10) working days from notification of the classification outcome.
- c) Appeals must be in writing to the Director, HRS and must describe the reasons for the appeal and provide any supporting documentation.
- d) Where the Classification Appeals Committee is established, it will comprise:
 - i. The Director HRS (or nominee);
 - ii. an employee nominated by the University;
 - iii. an employee nominated by the CPSU; and
 - iv. an employee nominated by the NTEU.
- e) The University will provide all Committee members with appropriate training in position classification prior to any Committee proceedings.
- f) Appeals will be dealt with in a timely matter and the Committee will publish reasons for its decision.
- g) If the Classification Appeals Committee cannot reach agreement, the determination of the Director, HRS will stand, subject to the dispute resolution procedures at **clause 52**.

19. Higher Duties Allowance

19.1 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 Employees should be given equal consideration.

19.2 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.

- 19.3 Leave taken will be paid at the higher duties rate when such leave is taken during the period of higher duties or, for annual leave, immediately following the period of higher duties.

PART 4 - What hours do I work?

20. Ordinary Hours of Work

- 20.1 Ordinary hours of work means 70 hours per fortnight for Full-Time Employees and pro-rata for Part-Time employees.
- 20.2 Ordinary hours will be worked within the span of hours for the position:
- a) as 7 hours per day; or
 - b) in accordance with a **Flexible Working Hours Arrangement** pursuant to clause 12.
- 20.3 Except as provided in clause 20.4, the span of hours of work of Employees (other than shift workers) will be as set out below:

Type of Employee	Span of Hours
Teaching and Learning support staff (other than administrative staff)	8.30am & 9.30pm
Library Staff	7.00am & 9.30pm (Mon-Fri)
Information Technology Staff	7.00am & 9.30pm (Mon-Fri)
Technical & Research Staff	7.00am & 10.15pm
Farm Staff	6.00am & 7.00pm
All other Employees (other than Casuals but including administrative staff)	6.00am & 7.00pm (Mon-Fri)

- 20.4 An employee's span of hours of work will be as follows for those times when the Employee is involved in **essential work** for the conduct of and preparation for:
- a) University exams;
 - b) Graduation;
 - c) residential schools;
 - d) orientation week;
 - e) open and career days (including Information Weekend); and
 - f) such other occasions or categories as may be recommended by the Joint Consultative Committee (JCC) and approved by the University.

Type of Employee	Span of Hours
Teaching and Learning support staff (other than administrative staff)	7.00am & 10.30pm
Library Staff	7.00am & 9.30pm
Information Technology Staff	7.00am & 9.30pm

Technical & Research Staff	7.00am & 10.15pm
Farm Staff	5.30am & 6.30pm
All other Employees (other than Casuals but including administrative staff)	6.00am & 7.00pm

- 20.5 Ordinary hours worked on a weekend or gazetted public holiday will be paid as follows:
- a) all time worked on a Saturday will be paid at the ordinary rate of pay plus a penalty of 50% of the ordinary rate of pay for the first two hours and 100% of the ordinary rate of pay thereafter;
 - b) all time worked on a Sunday will be paid at the ordinary rate of pay plus a penalty of 100% of the ordinary rate of pay; and
 - c) all time worked on a gazetted public holiday will be paid at the ordinary rate of pay plus a penalty of 150% of the ordinary rate of pay.
- 20.6 The penalty rates in this clause and clause 23 – Overtime are not cumulative. Where an Employee is entitled to more than one penalty rate, the Employee will receive the highest single rate and not both.
- 20.7 Employees are entitled to a minimum of 4 days off per fortnight, 2 of which will be a consecutive Saturday and Sunday or such other days as agreed (except where the Employee is doing **essential work** in clause 20.4).
- 20.8 In allocating days off, a supervisor will take into account the operational requirements of the University, fairness and equity considerations between staff and the Employee's personal circumstances such as community, religious/cultural and family/carer obligations.
- 20.9 Where agreed, Employees may have their ordinary daily hours or part thereof rostered on any 20 days within a 28 day cycle.

21. Shift Work

- 21.1. The ordinary hours of work for Employees engaged in shift work are 70 hours per fortnight averaged over a full shift roster (24 hours a day, 7 days a week).
- 21.2. The ordinary hours for shift workers:
- a) will be worked continuously each shift (except for breaks);
 - b) not exceed 10 hours, exclusive of meal breaks in any single shift; and
 - c) will be rostered as follows:

Type of Shift	Shift Description	Shift Rate
Early Morning Shift	Any shift, Monday to Friday, where the ordinary hours of duty commence at or after 4.00 am and before 6.00 am	The ordinary rate plus 10%
Day Shift	Any shift, Monday to Friday, where the ordinary hours of duty commence not earlier than 6.00 am and before 10.00 am	The ordinary rate

Early Afternoon Shift	Any shift, Monday to Friday where the ordinary hours of duty cease at or after 7.00pm	The ordinary rate plus 10%
Afternoon Shift	Any shift, Monday to Friday, where the ordinary hours of duty cease at or after 9.00pm and before midnight	The ordinary rate plus 12%
Night Shift	Any shift, Monday to Friday, where the ordinary hours of duty cease at or after midnight and before 6.00am	The ordinary rate plus 15%
Permanent Night Shift	Any shift system in which shifts are worked which do not rotate or alternate with other or another shift so as to give the Employee at least one third of their working time off night shifts in each roster period	The ordinary rate plus 30%
Saturday Shift	Any shift on a Saturday	The ordinary rate plus 50%
Sunday Shift	Any shift on a Sunday	The ordinary rate plus 100%
Public Holiday	Any shift on a Public Holiday	The ordinary rate plus 150%
Ending on a Public Holiday	Any shift that ends on a Public Holiday	The ordinary rate plus 100%

21.3. The shift rates in this clause and clause **23 – Overtime** are not cumulative. Where an Employee is entitled to more than one penalty rate, the Employee will receive the highest single rate and not both.

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

21.5. The following provisions apply to rostering:

- a) shift rosters will be readily accessible and will indicate days of work and commencement and cessation times of ordinary hours of work for respective shifts for Employees;
- b) rosters will, where possible, be notified at least 7 days prior to becoming operative;
- c) changes to an Employee's shift or roster will, where possible, be notified at least 72 hours before they become operative;
- d) a shift or roster may be changed at any time to enable the functions of the University to be carried out where another Employee is absent from duty due to illness or in an emergency. The Employee must be notified of the shift change as soon as possible. Overtime is payable where the Employee is required to work hours in excess of ordinary hours for shift workers (clause **21.1**) or on a day which the Employee was rostered to have off;
- e) places in shifts or rosters may be interchanged by agreement between Employees and the University, provided that the University will not incur additional shift or overtime penalties as a consequence of the interchange.

22. Breaks

Meal and Tea Breaks

- 22.1. An Employee will not normally be required to work more than 5 continuous hours without an unpaid meal break of at least 30 minutes. Such break may be:
- a) waived to a maximum period of 6 hours where there is agreement between the Employee and their supervisor; or
 - b) taken in a manner otherwise agreed between the Employee and their supervisor within the 5 hour period.
- 22.2. Employees are entitled to a maximum of 2 paid tea breaks of 10 minutes each day, which must be taken on site. Untaken tea breaks cannot be taken as flexi time or time-off-in-lieu.

Minimum Break Following Overtime

- 22.3 Where an Employee is required to work overtime they will, wherever reasonably practical, be given at least 10 consecutive hours off duty between the end of one period of duty and the beginning of the next.
- 22.4 Where an Employee is instructed to work without having a 10 hour break between the completion of one period of work and the commencement of work on the next, they will be paid at overtime rates for all time worked until such 10 hour break is taken.
- 22.5 The provisions of this sub-clause will apply in the case of shift workers as if 8 hours were substituted for 10 hours.

23. Overtime

- 23.1. The University must not require an Employee to work overtime unless the request is reasonable and reasonable notice is given of the request.
- 23.2. An Employee may refuse to work overtime, without disadvantage to their employment, in circumstances where the working of such overtime would result in the Employee working hours which are unreasonable having regard to:
- a) any risk to Employee health and safety;
 - b) the Employee's personal circumstances including any family responsibilities;
 - c) the needs of the University;
 - d) the notice (if any) given by the University of the overtime and by the Employee of their intention to refuse it; and
 - e) any other matter in sub-section 62(3) of the Fair Work Act 2009.
- 23.3. Unless in an emergency, all overtime worked must be authorised in writing in advance by the appropriate supervisor. Shift penalties will not apply where overtime is paid.
- 23.4 Unless there is agreement between the supervisor and the Employee regarding flexible working arrangements, including but not limited to time-off-in-lieu, overtime is payable for all authorised work performed outside the span of, or in excess of, ordinary hours (including shift workers) as follows:

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

- 23.5 Payment of overtime will be calculated to the nearest 15 minute block.
- 23.6 Where a flexible working arrangement applies, the maximum number of ordinary hours that can be worked each day before overtime applies will be 10 hours excluding meal breaks. Each day will stand alone.
- 23.7 A Casual Employee will only be entitled to overtime where hours worked are in excess of 10 ordinary hours per day excluding meal breaks. Each day will stand-alone. Where a Casual Employee is entitled to overtime, they will receive the greater of the overtime rate or the Casual salary rate, not both.
- 23.8 An Employee on HEO 8.1 or above will not be eligible to receive overtime payments provided that the University may in special circumstances pay overtime or grant time-off-in-lieu as part of an individual flexibility agreement under clause 14 of this Agreement.
- 23.9 If an Employee is instructed to report for overtime on a day when he/she would not have to work, and on reporting for duty finds that there is no work, the Employee will be paid a minimum payment of 3 hours at the appropriate overtime rate.
- 23.10 Part-Time Employees who agree to work above their contract hours will either be entitled to time in lieu or be paid at 125% until the number of ordinary hours for a full time Employee have been worked, provided that normal overtime pay applies for work performed outside of or in excess of ordinary hours of work.

Time off in lieu of Overtime

- 23.11 An Employee may choose, with the consent of their supervisor, to take time off in lieu of payment for overtime at a time or times agreed. This agreement should be in writing. A maximum of 35 hours may be accrued at any one time. The Employee will take the time off within four weeks of accrual if practical or at a time otherwise agreed with their supervisor within 6 months of its accrual.
- 23.12 If an Employee takes time off in lieu of payment for overtime then time off in lieu is calculated using the same formula as the applicable overtime rate.
- 23.13 Where time in lieu has not been taken within the six month period referred to in 23.11, the employee will be paid for the overtime at the applicable rate. Where time in lieu has not been taken prior to the termination of the employee's employment, the University will pay the employee for the overtime hours that would have been payable upon termination of employment.

24. On-Call

- 24.1 **On-call** means an Employee is required to be immediately contactable by phone and ready to return for duty within 30 minutes if required outside their ordinary hours of work, either at their residence or at the University.

- 24.2 While On-call an Employee will receive an allowance for each 24 hour rostered period. The allowance will be 30% of the employee's ordinary daily rate of pay (excluding any bonuses and/or allowances). Superannuation is not payable on an On-call allowance.
- 24.3 Where an Employee is able to rectify a fault remotely, if:
- a) the log on time is less than 30 minutes, the Employee will not receive an overtime payment; or
 - b) a log on session of longer than 30 minutes is necessary, any overtime payable will be paid at the rate of 150%.
- 24.4 Where an Employee is required to return to the University whilst On-call, the Employee will receive an overtime payment in accordance with clause 23 for work time and up to a total of 30 minutes travel time. The payment will be for at least 3 hours (inclusive of travel time). Any additional return to the University, for the same or related problem, within the 3 hour period will not attract further payment. Overtime will be paid to the nearest 15 minutes.
- 24.5 Where an Employee is required to rectify a fault remotely, the normal 10 hour break provisions will apply as if they had returned to the University.
- 24.6 Rostered On-call periods for Employees will normally be on a weekly basis and where possible arranged annually. No Employee is to be rostered On-call for more than an annual average equivalent to 1 week on call for every 3 weeks worked unless mutually agreed between the Employee and the Head of Cost Centre or nominee.
- 24.7 Equity considerations and the personal preferences of Employees will be considered and where possible facilitated when determining On-call rosters. The intention is to give Employees responsibility for the self-management of the process so their lifestyle preferences can be better accommodated. The final arbiter of the roster will be the relevant Head of Cost Centre or nominee.
- 24.8 In the event an Employee rostered On-call is sick during a rostered period, the Employee must notify their supervisor who will organise a substitute person to take over the roster.

25. Call Back Arrangements

- 25.1. **Call Back** means an Employee may nominate themselves to be able to be called back to perform extra duties outside of their ordinary hours of duty. The Employee will not be On-call but may be contacted if the need arises.
- 25.2. Employees available for Call Back will receive additional remuneration only in cases where they are required to return to the University.
- 25.3. Where an Employee is called back at any time outside of their normal working hours, the appropriate overtime rate will be paid for a minimum of 3 hours inclusive of a maximum of 30 minutes total travelling time.
- 25.4. Any additional call back within the 3 hour period, for the same or related problem, will not attract further payment. For example, if an Employee is called back at 6.00 pm on a Monday evening and then called back again for the same or related problem at 7.00 pm on the same evening, only one minimum payment of 3 hours will be paid. Where a single call back extends beyond the 3 hour minimum, normal overtime rates will be paid for the additional time worked.
- 25.5. Where an Employee is required to use their own vehicle for a call back to their workplace they will be paid mileage allowance for the return journey unless other suitable travel arrangements have been agreed between the Employee and their supervisor.

- 25.6. Nothing in this clause restricts the use of flexible working arrangements and/or time off in lieu of overtime as provided for in this Agreement.

26. Workloads

- 26.1 The parties recognise that overwork is a health and safety issue. Therefore workloads will be manageable and without risk to health and safety.
- 26.2 The University will ordinarily ensure that no Employee is assigned a workload which cannot reasonably be undertaken within the Employee's ordinary hours of work and provide a balance between the Employee's goals and aspirations and the goals, needs and commitments of the work unit.
- 26.3 It is the responsibility of the supervisor to ensure that unreasonable expectations are not put on Employees that result in working excessive hours and it is the responsibility of Employees to ensure they are not working excessive hours.
- 26.4 An Employee may raise concerns in writing about the level of their workload with their supervisor in the first instance. Workload concerns should be resolved informally at the level at which they arise by the Employee who has raised the concerns and their supervisor. Alternatively, the Employee may request a Performance Planning, Development and Review meeting to more formally advise their supervisor of their workload issues and seek to resolve these. If the Employee's workload concerns are appropriate then the Employee's workload will be adjusted accordingly.
- 26.5 Where the Performance Planning, Development and Review meeting does not resolve the Employee's concerns, the Employee may refer the matters in writing to the Head of the Cost Centre (and provide a copy to the supervisor). The Head of Cost Centre must consult with the supervisor and the Director HRS before making a determination. If the Head of Cost Centre is the supervisor of the Employee the matter will be referred to their next in-line Manager, who will consult with the supervisor and the Director HRS, and then make a determination.

PART 5 – What leave may I be entitled to?

27. Annual Leave

- 27.1 An Employee, other than a Casual Employee, will be entitled to 175 hours (210 hours for shift workers) annual leave on full pay for each completed year of service, or on a pro rata basis for any period of service which is less than one completed year.
- 27.2 Part-Time Employees will be eligible for annual leave on a pro-rata basis. Casual Employees are not entitled to annual leave.
- 27.3 The Employee's supervisors will ensure that Employees are able to take their annual leave entitlement for each year.
- 27.4 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.
- 27.5 Annual leave may not be taken in advance of the entitlement accruing.
- 27.6 Annual leave accrues on a daily basis.
- 27.7 An Employee may accumulate a maximum of 40 days annual leave, unless otherwise planned and mutually agreed between the Employee and supervisor.

- 27.8 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.
- 27.9 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 period shall commence no later than within 6 months of the agreed plan.
- 27.10 If an Employee, who is eligible for personal 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.
- 27.11 Where an Employee is granted and takes long service leave or parental leave on half pay, annual leave entitlement will accrue at half the normal rate during the period of leave.
- 27.12 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.
- 27.13 An Employee may apply to enter into an agreement with the University to purchase between 5 days (1 week) 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.
- 27.14 If the employment of an Employee who has entered into a purchased leave 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-purchased-leave salary. This includes but is not limited to annual leave, long service leave, redundancy and notice. In this Agreement the Employee's salary is inclusive of leave loading, and is included in this final payment on termination.

28. Long Service Leave

Entitlement

- 28.1 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.
- 28.2 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.
- 28.3 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.
- 28.4 Public holidays occurring during a long service leave period will be regarded as part of the long service leave.
- 28.5 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.

- 28.6 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.

Time of Taking long service leave

- 28.7 Subject to **clause 28.9**, where an Employee who has qualified for long service leave provides at least six (6) months written notice, the time of taking long service leave will be at their choosing, subject to approval by the relevant supervisor. Where at least 6 months written notice has been provided, approval for leave can only be withheld where there are exceptional circumstances not to grant the leave at the requested time. The decision not to approve leave due to exceptional circumstances can only be made within 30 calendar days of the date the written leave application is received. If no response to the Employee's leave application is provided within this timeframe, the application for leave will be deemed to be granted.
- 28.8 Where approval cannot be granted on the basis of the original request due to exceptional circumstances, the Employee will be advised of the reason for the leave not being approved in writing and:
- a) an acceptable alternative time for the taking of long service leave will be discussed and agreed between the employee and the supervisor in the period not exceeding 9 months from the date of the original request; or
 - b) if such an alternative time for the taking of the long service leave cannot be agreed within 9 months of the date of the original application, the application for long service leave must be approved and the leave taken 9 months after the date of the original leave application.
- 28.9 Where an Employee gives less than 6 months' notice, an application for long service leave will only be approved if the Head of Cost Centre consents.
- 28.10 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.
- 28.11 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; and
 - 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

28.12 Prior continuous service with other Australian universities or a partially or wholly UNE-owned company or controlled entity will be recognised as service for long service leave 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 HRS Directorate of prior service;
- c) except as provided in clause **28.15** 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;
- d) 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;
- 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.

28.13 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.

28.14 Upon termination of employment of an Employee, UNE will either pay out any long service leave entitlements owing at termination or if the Employee so wishes, pay the equivalent of any accrued long service leave directly to the receiving university, provided that the receiving university agrees and will recognise the accrued long service leave.

28.15 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 **28.12(c)** 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.

29. Personal Leave

General

29.1 Personal leave is an entitlement available to an Employee who is suffering from, or recovering from, a personal illness, injury or incapacity. It is the responsibility of Employees to access personal leave for this purpose only, and it is the responsibility of the University to manage personal leave absences.

29.2 Paid personal leave is not granted to Casual Employees including student Casual Employees.

29.3 Where a public holiday, which would otherwise be a working day, falls during a period of personal leave, the absence on the public holiday will not be treated as personal leave.

29.4 Unused personal leave will not be paid out at the end of employment.

Entitlement

29.5 The anniversary date for the purpose of credit of personal leave entitlement is:

- a) for staff employed at the time the Agreement comes into effect, their current anniversary date; or
- b) for staff employed after the Agreement comes into effect, their anniversary of appointment.

29.6 Employees shall be entitled to 15 days paid personal leave per annum. Untaken paid personal leave will accumulate from year to year.

29.7 Personal leave balances will be available on Webkiosk.

29.8 Part-Time Employees will be entitled to personal leave on a pro rata basis.

Additional Personal Leave

29.9 Additional paid personal leave will be approved by the VC in exceptional circumstances if an Employee is seriously ill and suffering hardship and has used up all of their paid personal leave entitlement.

29.10 In such circumstances the Employee will need to provide sufficient documentation from a medical professional and a return to work plan. Such a plan may include but is not limited to: Part-Time, reduced duties, job sharing and other reasonable adjustments to their duties.

Leave Management

29.11 An Employee absent from work because of personal illness or incapacity will, as soon as practicable, inform the University of their inability to attend for work, and indicate the estimated duration of the absence. The University will protect the privacy and maintain confidentiality of information given by an Employee.

29.12 An Employee who is absent from work on personal leave for more than 3 consecutive days, or for 6 or more occasions within a 12 month period, will be required to provide their supervisor with a medical certificate. For the purpose of this sub-clause, the 12 month period will be based on an Employee's anniversary date for the purpose of credit of personal leave entitlement (see clause 29.5).

29.13 Medical certificates will be accepted from the following registered health practitioners: doctor, chiropractor, osteopath, optometrist, physiotherapist, psychologist, midwife, dentist or pharmacist. The University will also accept up to two statutory declarations in a 12 month period as evidence from the Employee, provided the absence is for a period of a single day and sets out why the Employee was unable to obtain a medical certificate.

29.14 The University may require an Employee who has taken more than 25 days personal leave in any 12 month period of employment to undertake a medical examination for the purposes of obtaining an opinion on the Employee's medical condition. For the purpose of this sub-clause, the 12 month period will be based on an employee's anniversary date for the purpose of credit of personal leave entitlement (see clause 29.5).

30. Workers Compensation Leave and Make-Up Pay

- 30.1 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.
- 30.2 An Employee who receives workers compensation 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.
- 30.3 Paid leave will be exclusive of any personal leave entitlement due and owing to the Employee.
- 30.4 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.

31. Parental Leave

General

- 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
Maternity/Primary	Up to 52 weeks in total,	• Leave may commence up to 20 weeks before and must commence no later

Carer Leave for the primary carer on the birth of a child	consisting of: <ul style="list-style-type: none"> • 26 weeks on full pay plus 26 weeks unpaid; or • 52 weeks on half pay; or • 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. • 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. 	than the actual date of birth. <ul style="list-style-type: none"> • 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. • 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.
Partner To give care and support to the mother	8 weeks in total, consisting of: <ul style="list-style-type: none"> • 3 weeks on full pay plus • up to 5 weeks unpaid • where the mother is not employed by UNE, an additional period, or periods of leave without pay provided the total absence on partner leave will not exceed 52 weeks 	<ul style="list-style-type: none"> • Paid leave to be taken in the period between 3 months prior to and 3 months after the EDB
Adoption Leave for the primary carer of an adopted child	52 weeks in total, consisting of: <ul style="list-style-type: none"> • 12 weeks full pay; or • 24 weeks on half pay; or • any combination, mutually agreed, equivalent to 12 weeks full pay and remainder unpaid but not exceeding 52 weeks total leave 	<ul style="list-style-type: none"> • Leave to commence on the date of placement of the child
Foster 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"> • 105 hours paid leave; or • 210 hours leave on half pay <ul style="list-style-type: none"> • 56 hours paid leave; or • 105 hours leave on half pay 	<ul style="list-style-type: none"> • Leave to be taken from the time the child enters their care

Child Rearing Care of pre-school age children up to 6 years	Consisting of: <ul style="list-style-type: none"> • 52 weeks unpaid • further unpaid leave 	<ul style="list-style-type: none"> • 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. • 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. • Return to work plan to be negotiated.
Prenatal	Consisting of paid leave totaling 21 hours for a pregnant woman	<ul style="list-style-type: none"> • Can be accessed after 12 weeks of pregnancy
Postnatal	An Employee who is breastfeeding will be entitled to regular breaks in paid time for lactation purposes.	<ul style="list-style-type: none"> • Clean, private space with access to a refrigerator will be provided for the purpose of breast feeding and/or expressing milk during breaks.

- 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.

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 personal 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 All paid parental leave entitlements pursuant to this clause will be centrally funded by the University.
- 31.25 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.
- 31.26 Employees returning from parental leave will receive a briefing from their supervisor on the latest changes and developments in their position and work area.
- 31.27 An Employee during their parental leave will be consulted concerning any significant change in responsibilities proposed for the Employee's substantive position.
- 31.28 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

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

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

32. Family/Carer's, Compassionate and Religious/Cultural Leave

- 32.1 A full-time Continuing Employee will be credited with 10 days non-cumulative leave with pay on 1 January each year (or pro rata in the Employee's first year of employment calculated from the date of the Employee's appointment) for the mixed purposes of family/carers leave, compassionate/bereavement leave, religious and cultural leave. A Part-Time or Fixed-Term Employee will receive an entitlement on a pro rata basis. Casual Employees are not entitled to paid leave but are entitled to unpaid absences of up to 2 days per occurrence for carer responsibilities.
- 32.2 Family /Carer's, Compassionate and Religious/Cultural Leave is available where an Employee is unable to attend work because of:
 - a) **family/carers responsibilities** - providing care or support to an immediate family member who requires care or support because of:
 - i. a personal illness, or a personal injury;
 - ii. an emergency affecting the immediate family member;

- iii. the unexpected temporary absence of the usual carer, including the unexpected closure of a child's school; or
 - iv. a genuine need to provide support to the primary carer of a newborn or adopted child; or
 - b) **bereavement/compassionate reasons** where:
 - i. a member of an Employee's immediate family contracts or develops a personal illness that poses a serious threat to their life, or sustains a personal injury that poses a serious threat to their life, or dies; or
 - ii. a person of importance in the Employee's culture dies,
 - iii. a close personal friend, or colleague of an Employee dies; or
 - iv. other reasons of a compassionate nature, given in writing and accepted by the University; or
 - c) **religious, ceremonial and/or cultural reasons** such as attendance or participation in particular religious, ceremonial or cultural activities, including: 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.
- 32.3 Applications for family/carer's, compassionate and religious/cultural Leave, including appropriate supporting evidence, must be made in writing and accepted by the University.
- 32.4 For the purposes of this clause, **immediate family member** of an Employee means a child (including an adopted child, step child or child for whom the Employee is a legal guardian or equivalent), spouse, de facto partner, former spouse or partner, parent, parent in-law, grandparent, grandchild, sibling of the Employee or a member of the Employee's household or Aboriginal kinship structure.
- 32.5 In addition to the 10 day non-cumulative family/carer's, compassionate and religious/cultural Leave entitlement in clause 32.1 above, an Employee who has exhausted their entitlement may:
- a) use any available paid personal leave entitlement for family/carer responsibilities, but not for additional bereavement/compassionate, religious, ceremonial and or cultural reasons;
 - b) take an additional 2 days of unpaid leave per occasion for an unexpected emergency; and
 - c) take an additional 2 days of paid leave per occasion for compassionate/bereavement reasons.
- 32.6 An Employee who is leaving work or unable to attend work due to the need to take family/carer's, compassionate and religious/cultural Leave will inform their supervisor as soon as practicable, stating the nature of the leave requested and the estimated duration of the absence.
- 33. Jury and Witness Leave**
- 33.1 An Employee required to attend jury service will be deemed to be **on duty** on normal pay and the Employee will pay to the University any fee paid to them for jury service other than for expenses.

33.2 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 to them for their role as a witness other than for expenses.

33.3 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.

34. Domestic Violence Leave

34.1 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.

34.2 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.

34.3 If an Employee has exhausted their paid domestic violence leave entitlement, they may apply for additional paid leave for reasons related to domestic violence, granted at the discretion of the Director, HRS.

34.4 In addition to the leave available in 34.2 and 34.3 above, an Employee is entitled to access annual leave, personal/carer's leave and long service leave for reasons related to domestic violence.

34.5 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.

34.6 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 Domestic Violence Guidelines.

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

35. Study Leave

35.1 Employees are eligible to apply for study leave, examination leave and graduation leave. Approval is subject to the course of study being relevant to the Employee's current work or career development. The provision of time-off without loss of pay for study leave,

examination leave and graduation leave for an Employee will be in accordance with the relevant University policy and at the discretion of the University.

- 35.2 Where appropriate, Employees may attend formal courses/training where mutually agreed between the supervisor and the Employee concerned.

36. Public Holidays

- 36.1 An Employee (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).
- 36.2 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.
- 36.3 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.

37. Close Down

Christmas

- 37.1 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.
- 37.2 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.
- 37.3 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

- 37.4 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.
- 37.5 The provisions of this clause do not apply to Casual Employees.

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

38. Consultation on Organisational Change

Application

38.1 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

38.2 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 the Head of School/Head of Cost Centre with a view to reaching agreement on mutually acceptable solutions and alternatives.

Major Workplace Change

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

- 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; or
- d) the restructuring of jobs which will have a negative impact on Employees.

Principles regarding Major Workplace Change

38.4 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 organizational change process.

38.5 The University will manage workplace change in a transparent and constructive manner so as to avoid and minimize 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.

38.6 Employees who are likely to be affected by major change, together with the Unions 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.

38.7 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

Step 1 - Consultation on Major Workplace change

- 38.8 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.
- 38.9 The consultation period is the period before a final decision is made, where Employees and the Unions 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.
- 38.10 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;
 - c) potential significant impact the change is likely to have on Employees;
 - e) the proposed organisational chart/s;
 - f) key responsibilities of positions in the new structure;
 - g) 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.
- 38.11 Unless otherwise agreed, the written proposal referred to in sub-clause **38.10** 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 Union/s 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.
- 38.12 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 Unions.
- 38.13 During the consultation period, the University will invite submissions from affected Employees and their Union or other 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 **41**);

- 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 40).
- 38.14 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. Position descriptions for positions relevant to the change process will need to be drafted and provided to staff for feedback prior to finalizing any change document.
- 38.15 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

- 38.16 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 sub-clause 38.13.
- 38.17 In filling positions in any new structure, the University will determine whether a continuing position matches a position in the new structure; that is that the key responsibilities of a position are not significantly changed. Where a position is matched and one Employee is occupying the position, they will be directly placed into the position. Where positions are not matched, the Employee will be a Displaced Employee.
- 38.18 Where matched and there are more Employees than available positions that they are eligible to be matched to, the positions will be filled by a merit process using fair, transparent and objective criteria limited to the remaining Employees. Employees who are not successful through this process will be a Displaced Employee.
- 38.19 Following matching, any unfilled positions in the proposed structure will be advertised through an expression of interest process, limited to continuing staff impacted by the proposed change, before commencing recruitment through an open recruitment process. This will occur as follows:
- a) A continuing Employee who is a Displaced Employee as a result of the final change plan, will be given the opportunity to apply for any unfilled positions through an expression of interest process (EOI) prior to the University commencing recruitment through an open recruitment process.
 - b) Employees who have been matched and placed into a new position, may apply for any unfilled positions at a higher level through the EOI process. In the event they are unsuccessful in gaining a position at a higher level through the EOI, they will continue to hold the position in which they were placed. In the event they are successful in gaining a position at a higher level through the EOI process, the position they were initially placed into will be advertised through a subsequent EOI process limited to continuing staff impacted by the proposed change.
- 38.20 Where, arising from the process referred to at sub-clause 38.19(a) an Employee has not submitted an EOI in any positions in the new structure or whose expression of interest is unsuccessful, the University may seek to transfer the Employee into a position in the new structure or elsewhere within the University in accordance with the provisions of Clause 41.

- 38.21 Where a Displaced Employee is not successful through the EOI process outlined in sub-clause **38.19** or a transfer is not possible in accordance with sub-clauses **38.20**, a Displaced Employee will be offered redeployment or redundancy in accordance with clauses **39 and 40**.
- 38.22 Where a new position cannot be filled by a Displaced Employee, (or where it cannot be otherwise filled by a person in the redeployment "pool" with the appropriate skills), the position/s may be advertised externally.
- 38.23 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 or accountant and will reimburse costs to a maximum of \$300, subject to provision to the University of a receipt in an acceptable form.
- 38.24 Where an Employee's position does not continue in accordance with clause **38.21**, an Employee may apply through the Director, HRS for:
- a) access to appropriate support from within the University to assist in seeking alternative employment; and
 - b) approval for up to one day a week (plus travel time) to attend interviews for alternative employment, without loss of pay.

Change to Ordinary Hours of Work or Changes to Rosters

- 38.15 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 their Union 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.

39. Redeployment

- 39.1 Following the implementation of the change process, and after placing any Displaced Employees within the new structure, the University will invite, in writing, any other Displaced Employees to elect, within 10 working days, whether he or she wishes to be considered for redeployment within the University or to be retrenched.
- 39.2 Where an Employee elects to be considered for redeployment, the University will take all reasonable steps, during a period of 6 months commencing from the date when the notice of election is received, to identify a position or positions within the University to which the Displaced Employee may be redeployed. At the end of the 6 month period, where the Employee has been unable to be redeployed into a suitable position, the University will proceed to retrench the Employee in accordance with clauses **40.3 to 40.5**.
- 39.3 A redeployment review period of up to 3 months may apply before the appointment is confirmed. The assessment for suitability of redeployment into a particular position will be based on the Employee's skills, abilities and qualifications, and capacity to satisfactorily

perform the duties of the position. A redeployment review will be for the purpose of ensuring that the Employee can reasonably fulfill the job requirements.

- 39.4 During the periods referred to in clauses **39.1** and **39.2** the Displaced Employee will be provided with work in either their present workplace or some other workplace and may undertake such training identified by the supervisor as likely to assist in redeployment.
- 39.5 A Displaced Employee who has elected to be considered for redeployment will not refuse a reasonable offer of redeployment or training. Any approved costs associated with retraining will be paid for by the University.
- 39.6 A Displaced Employee may be redeployed to a position classified up to 2 levels lower than that of the position previously occupied in which case the Employee's existing salary will be frozen until the pay rate for the top step of the lower classified position overtakes the rate.
- 39.7 A Displaced Employee who elects to be considered for redeployment but for whom a Continuing position has not been identified within the period referred to in clause **39.2** will be retrenched.

40. Redundancy

- 40.1 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.
- 40.2 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 a Merit Selection process.

Redundancy Pay

- 40.3 The minimum value of the redundancy pay will be the greater of the redundancy pay prescribed in the National Employment Standards (**NES**) or no less than 2 weeks for every completed year of continuous service (Part - Time service will be calculated on a pro rata basis).
- 40.4 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.
- 40.5 The maximum redundancy pay payable under clauses **40.3** and **40.4** will be no more than 52 weeks.
- 40.6 Employees who elect retrenchment within the 10 day consideration period specified in sub-clause **40.1** will be entitled to a further 24 weeks lump sum payment, in addition to the standard redundancy payments as prescribed in clauses **40.3** to **40.5** above.

Notice Period

- 40.7 An Employee who is retrenched will be entitled to 5 weeks payment in lieu of notice in addition to the retrenchment payment.
- 40.8 **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.

41. Transfer

Notwithstanding any other provision of this Agreement, the University reserves the right to transfer any Employee to perform duties commensurate with the Employee's skills,

competence and training at their current salary and classification level, where such transfer is reasonable and does not involve a change to the Employees' primary place of employment. The University will manage the transfer in a transparent manner and will consult with the Employee and give genuine consideration to any objections an Employee may raise before deciding whether or not to proceed with the transfer. Any suitability assessment will be based on whether the Employee after a reasonable period of time with access to training would be able to satisfactorily perform the duties.

PART 7 – How does performance development and review apply to me?

42. Performance, Planning, Development and Review (PPDR) System

- 42.1 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.
- 42.2 The University is also committed to providing all Employees with career development opportunities when they are available.
- 42.3 The PPDR System applies to all individual Employees (excluding Casual Employees).
- 42.4 The PPDR System is designed to provide all Employees with an opportunity to plan and discuss career and development options with their supervisor.
- 42.5 The UNE PPDR System 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.
- 42.6 A supervisor who identifies unacceptable performance by an Employee and wishes to take disciplinary action must follow clause **46** Unsatisfactory Performance of this Agreement.
- 42.7 The PPDR system 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) performance;

- d) cyclical performance review; and
- e) reclassification.

Supervisors

- 42.8 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.
- 42.9 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.
- 42.10 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.
- 42.11 Employees should discuss career development opportunities with their supervisor.
- 42.12 A written record will be kept of such discussions and held by the supervisor for future discussions with affected Employees if required.
- 42.13 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.
- 42.14 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.

43. Secondment

- 43.1 Secondment at the same or higher substantive level may be offered by the University or may be requested by an Employee and agreed to by the University.
- 43.2 Prior to initiating a secondment, consideration shall be given to the suitability of staff:
 - a) currently being considered for redeployment into positions; and

- b) who have applied to the University secondment register (for secondments where the duration is 6 months or less).
- 43.3 A secondment not filled through the process above must be advertised through an expression of interest.
- 43.4 A secondment must not exceed 12 months, except where a strong business case supports a secondment for a period exceeding 12 months, and has VC, or nominee, approval.
- 43.5 Staff on secondment will return to their substantive position at the end of the agreed secondment period.
- 43.6 The University will support secondment opportunities for Continuing staff where they meet the objectives of secondment unless the substantive manager can demonstrate a strong business case for not supporting the secondment.
- 43.7 The University secondment policy and procedures will apply for all secondments.

44. Professional Development Fund

- 44.1 The University is committed to the on-going development of professional Employees, and will support professional development activities that will enhance an Employee's career development within the University. A separate fund specifically for use by professional Employees will be made available centrally to support Employees attending professional development activities.
- 44.2 A minimum amount of funding of \$200,000 will be available each calendar year during the life of this Agreement. 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 PPDR process.
- 44.3 The purpose of this fund is not to replace normal school or directorate funded professional development activities, but rather to provide access to enhanced development activities identified as integral to a staff member's professional development.
- 44.4 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 up to a maximum of \$5,000 per Employee per annum. Agreement to fund a development activity in any one year should not be construed as agreement to continue such funding in subsequent years.

45. Incremental Progression

- 45.1 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.
- 45.2 An Employee will proceed by annual increment to the next salary point within the applicable classification subject to demonstrating satisfactory performance in PPDR or as determined by their supervisor, and where appropriate, acquiring and using additional skills, experience and knowledge within the ambit of the classification.
- 45.3 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.
- 45.4 If the supervisor still has concerns about the Employee's performance then the provisions of clause 46 must be initiated as Unsatisfactory Performance.
- 45.5 An Employee's increment will be withheld until their performance improves to a sufficient standard for the increment to be granted. There will be no retrospective payment of an increment following such performance improvement.
- 45.6 Where the outcome of a Dispute procedure or Unsatisfactory Performance procedures identify that movement between salary points should have occurred, adjustment to salaries and entitlements will be paid retrospectively following the Employee's anniversary date.

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

46. Unsatisfactory Performance

General

- 46.1 Employees are entitled to natural justice and procedural fairness in connection with the management of Unsatisfactory Performance.
- 46.2 Employees may choose to bring a support person or their Representative to meetings held in connection with this clause.
- 46.3 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.
- 46.4 **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.
- 46.5 The procedural steps of this clause do not apply to Casual Employees or Employees within the first 6 months of employment, as the provisions of clause 49.1 apply to Employees within the first six months of employment.

Monitoring and Feedback

- 46.6 Performance monitoring and feedback is provided to Employees on an ongoing basis, through regular discussions with their supervisor (including during the PPDR process (clause 42)).

Stage 1 – Informal process

- 46.7 If a performance concern with an Employee is identified, the supervisor will consider if the concern is Unsatisfactory Performance. If not considered to be unsatisfactory performance, further feedback and support will be available via clause 42. 46.8 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 46.17;
 - (b) has been the subject of a previous informal performance management process at stage 1 within the previous 12 months and may therefore commence the procedures from clause 46.10;
 - (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 46.9.

Initial Meeting

- 46.9 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 is considered necessary to assist the Employee to address the performance concern.

Stage 2 – Formal Process - Performance Improvement Plan

- 46.10 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 (e.g. 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.
- 46.11 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 sub-clause 46.12 below.
- 46.12 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
 - e) include a warning to the Employee that failure to improve may lead to Disciplinary Action up to and including termination of employment.
- 46.13 The Employee will be given an opportunity to comment on the performance improvement plan prior to finalisation by the supervisor.
- 46.14 The supervisor will monitor the improvement plan and meet with the Employee as appropriate to provide feedback about their progress.
- 46.15 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

- 46.16 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.
- 46.17 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

- 46.18 The Senior Executive will advise the Employee in writing of the details of Unsatisfactory Performance and provide copies of relevant documents to the Employee.
- 46.19 The Employee will have 5 working days to make a written submission to the Senior Executive, including any mitigating circumstances.
- 46.20 The Senior Executive will consider the details of the Unsatisfactory Performance, the Employee's response, the supervisor's application of the process from clause 46.10 to clause 46.15 and relevant documents prior to making a determination.
- 46.21 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.
- 46.22 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 **46.23**.
- 46.23 A review of the action taken in accordance with sub-clause **46.21(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.
- 46.24 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.
- 46.25 Where the Employee seeks a review of the decision, in accordance with sub-clause **46.24**, the Vice-Chancellor must establish a review panel within 10 working days to consider the case for review.
- 46.26 Where an Employee does not seek a review of a recommendation, in accordance with sub-clause **46.23** 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 sub-clause **46.21(c)**.

Review Panel

- 46.27 A review panel will be constituted as follows:
 - (a) a Chairperson (who is not a union official) appointed by the Vice-Chancellor as agreed between the University and the CPSU or NTEU;
 - (b) a relevant Senior Executive; and
 - (c) an Employee nominated by the relevant union.
- 46.28 The panel members will not have been materially involved in any way in the process.
- 46.29 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.
- 46.30 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 or CPSU (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 as 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.

46.31 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.

46.32 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.

46.33 The Vice-Chancellor will advise the Employee in writing of their decision within five working days.

46.34 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.

47. Misconduct and Serious Misconduct

General

47.1 Employees are entitled to natural justice and procedural fairness in connection with the management of Misconduct or Serious Misconduct allegations.

47.2 Employees may choose to bring a support person or their Representative to meetings held in connection with this clause.

- 47.3 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.
- 47.4 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 49.1).
- 47.5 **Misconduct** means conduct of kind which is unsatisfactory, including:

- a) conduct of a kind that constitutes an impediment to the carrying out of the Employee's duties or to other Employee's 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 for Research Rule*; or
- iii. a failure to follow a reasonable and lawful direction.

- 47.6 **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 Employee's carrying out their duties; or
- b) 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 47.6.(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*; and
- vii. wilful or serious breaches of the *UNE Code of Conduct*.

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

- (a) guidance,
- (b) counselling,
- (c) a requirement to undertake development activities,

- (d) a requirement to attend training and/or coaching,
- (e) informal warning,
- (f) mediation and/or
- (g) an alternative and agreed dispute resolution.

47.8 Disciplinary Action is limited to:

- (a) formal written censure, reprimand or warning;
- (b) a requirement to attend training;
- (c) where appropriate the reallocation of duties or transfer to another role, which may result in a reduction in level and subsequent reduction in salary;
- (d) reducing salary by one or more increments;
- (e) withholding a salary increment for up to one (1) year;
- (f) termination of employment. Termination of employment would only be for serious misconduct.

47.9 Procedures

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

47.10 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.

47.11 In determining an appropriate course of action, the University Officer in consultation with the Director HRS (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 alternative 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 **47.12** 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 **46.11(d)**, and that the allegation/s may constitute Misconduct or Serious Misconduct, they will notify the Employee in writing via email or certified mail 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

- 47.12 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.
- 47.13 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 **47.14**.
- 47.14 If the Employee has admitted the allegations in full as per **47.13** above, 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.
- 47.15 The Senior Executive will consider any response from the Employee in clause **47.14(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:
 - i. formal written censure, reprimand or warning;
 - ii. requirement to attend training.
 - (b) referral of the matter to the Vice-Chancellor for consideration of taking Disciplinary Action in the form of:
 - i. withholding a salary increment for up to one (1) year;
 - ii. reducing salary by one or more increments; or

- iii. the reallocation of duties, or a transfer to another role, where appropriate, which may result in a reduction in level and subsequent reduction in salary; or
- iv. that consideration is given to termination of employment. Termination of employment would only be for serious misconduct.

Investigation

- 47.16 If the Employee denies the allegations of Misconduct or Serious Misconduct in part or in full, 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.
- 47.17 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.
- 47.18 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

- 47.19 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).
- 47.20 Where such a Committee is established, it will comprise:
- (a) a chairperson (who is not a union official) appointed by the Vice-Chancellor from a list of chairpersons agreed between the University and CPSU or NTEU;
 - (b) an Employee nominated by the University; and
 - (c) an Employee nominated by the CPSU or NTEU.
- 47.21 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.
- 47.22 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 or the CPSU (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

- 47.23 The Employee will have ten (10) working days after being sent the Investigation Committee's report or a recommendation in accordance with clause 47.15(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.
- 47.24 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.
- 47.25 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.
- 47.26 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

- 47.27 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 47.28 and the Employee will be advised in writing of the reasons for the suspension. The Vice-Chancellor may remove the suspension at any time.
- 47.28 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 Serious Misconduct.

47.29 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.

48. Resignation

48.1 A Continuing or Fixed-Term Employee may resign from their employment with the University by giving notice in writing of their intended resignation.

48.2 The required period of notice (unless a lesser period is agreed with the University) will be:

HEO 1 through to HEO 5	2 weeks
HEO 6 through to HEO 10	4 weeks

48.3 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.

49. Termination of Employment

49.1 The University may, without reference to any other clause within this Agreement, with appropriate notice, terminate the employment of an Employee within the first 6 months of employment on the basis that the Employee is unable to satisfactorily meet the requirements of the position in which they were employed.

49.2 Except as otherwise provided for in this Agreement, the Employee must be given the following minimum period of notice (or payment in lieu of notice, or a combination of notice and payment in lieu of notice) 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

49.3 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.

49.4 The University may terminate the employment of Casual and Casual student Employees on the giving of 1 hours' notice.

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

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

50. Medical Retirement

- 50.1 Where the University believes that the capacity of an Employee to perform the duties of his/her position is in serious doubt due to health reasons, the University may require, in writing, any Employee to undergo a medical examination by a medical practitioner chosen by the University, for the purpose of providing a report to the University.
- 50.2 The University will provide the Employee with written notice of the medical examination, of not less than 4 weeks. A shorter period may be mutually agreed having regard to the availability of medical services. Agreement will not be unreasonably withheld.
- 50.3 When the written notice is given, it will contain a copy of this clause, and the Employee may elect during the notice period in clause 50.2 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 50.15 to 50.17 apply.
- 50.4 The cost of the medical examination and the reasonable expenses of the Employee in attending the examination will be borne by the University.
- 50.5 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.
- 50.6 Subject to the provision of medical certificates, the Employee will be 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, or if all paid leave entitlements have been exhausted, remain on leave without pay. Additional personal leave may be approved in accordance with clauses 29.9 to 29.10.
- 50.7 The purpose of the assessment is to determine whether:
- (a) the Employee is able to perform the duties of their position; or
 - (b) the Employee is not currently able to perform the duties of their position. 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, and
- this determination is to be included in the medical report.
- 50.8 A copy of the medical report made by the medical practitioner will be made available to the University, the Employee and the Employee's doctor.
- 50.9 If the medical examination 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 medically retire the Employee, noting:
- (a) the VC will make the final determination on whether or not the Employee should be medically retired;
 - (b) prior to taking action to medically retire an Employee, the University may offer the Employee the opportunity to submit a resignation and, if such a resignation is offered, will accept it and not proceed with action to medically retire the Employee; and
 - (c) the Employee will receive payment in lieu of notice of 26 weeks.

- 50.10 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 medically retire the Employee, 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.

Review

- 50.11 An Employee may, within 14 days of receiving the medical report in accordance with clause 50.8 request a further medical examination and report with a review of the findings in the initial report by a registered medical practitioner agreed by the University and the Employee. The registered medical practitioner where practicable, should specialize or have experience in the area related to the illness or injury. The cost of the medical examination and the reasonable expenses of the Employee in attending the examination will be borne by the University.
- 50.12 The Employee may provide relevant information to the reviewing practitioner.
- 50.13 A copy of the medical report made by the medical practitioner pursuant to clause 50.11 will be made available to the University, the Employee and the Employee's doctor.
- 50.14 The VC or nominee will make a final determination on whether or not the Employee should be medically retired considering the further report. The University will not medically retire an Employee unless the findings of the initial report are confirmed by the review process.

Superannuation applications

- 50.15 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.
- 50.16 Where the superannuation fund decides that the Employee, following a period of receipt of a temporary disability benefit, is capable of resuming work and the University elects to dispute this decision, the University may proceed in accordance with this clause without further recourse to the provisions of clause 50.15.
- 50.17 Pending the superannuation fund's decision, and subject to the provision of medical certificates, the Employee may use accrued leave entitlements, or if all paid leave entitlements have been exhausted, remain on leave without pay.

PART 9 – How are disputes and grievances resolved?

51. Grievance Resolution

Operation of clause

- 51.1 This clause applies to complaints and grievances about issues relating to employment.
- 51.2 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 52. 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.

51.3 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.

51.4 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.

51.5 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.

51.6 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 51.8 – 51.11 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.

51.7 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 assisted/facilitated discussions between the parties and arranging mediation by a trained mediator (with consent of both parties).
- b) If a complaint cannot be resolved in this way by the complainant or the complainant can demonstrate to the Director HRS 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 51.8 below.

51.8 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 HRS (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, in which case the matter will be addressed in accordance with the relevant Misconduct/Serious Misconduct procedures.

51.9 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 HRS for investigation in accordance with clause **51.9(g)** 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 through 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;
 - 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 **51.9(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 the documents in accordance with UNE records management protocols.
- g) Where the steps taken in **51.9(e)** do not result in an agreed resolution, the University Conciliator 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 HRS.

51.10 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.

51.11 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 Enterprise 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.

52. Dispute Resolution

52.1 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.

52.2 Until the procedures described in sub-clause 52.3 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.

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

- a) In the first instance, an Employee/s and/or their NTEU/CPSU representative/s, and the University representative/s will discuss the dispute and attempt to reach Agreement within seven calendar days of the dispute first being notified in writing unless agreed otherwise.
- 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 52.3(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 52.3.1 (unless the parties agree in writing to a different timeframe) otherwise the dispute will be deemed to have elapsed.

52.4 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.

- 52.5 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

53. Union Matters

Office Facilities

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

Employee Inductions

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

Payroll Deductions

- 53.3 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 a Union shall be entitled to cancel the arrangement by advice in writing.
- 53.4 The University shall not increase the amount (or where applicable the rate), if any, of charge for any such deduction.
- 53.5 The University shall provide to any Union member, where the Union member has authorised this, for the deduction of an amount from each pay in favour of Australian People for Health Education and Development Abroad.

Union Rights

- 53.6 Accredited Union delegate shall mean an Employee who has been elected, in accordance with the respective Union's rules, to one of the following:
- a) the UNE CPSU Branch Committee,
 - b) the UNE NTEU Campus Executive, and/or
 - c) 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 CPSU Branch Committee and the UNE NTEU Campus Executive cannot exceed the limits set out in the CPSU UNE Branch Charter and the State NTEU rules respectively.

- 53.7 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.

53.8 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.

53.9 Such leave shall count as service for all purposes.

Time Release

53.10 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.

53.11 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.

53.12 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.

53.13 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.

53.14 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.

53.15 The parties to the Agreement acknowledge that the purpose of sub-clauses 53.1 to 53.14 above and clause 6 are to benefit the University's Employees by facilitating the provision of effective and accessible industrial representation.

54. Childcare

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

54.2 The University undertakes to maintain a child care facility on campus for the life of this Agreement.

SCHEDULE A – SALARY RATES –PROFESSIONAL EMPLOYEE SALARY RATES

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

LEVEL	Salary as at 1 st 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-June-2022
HEO 10	115,650	117,384	119,732	122,127	124,569	127,061
HEO 9.4	115,608	117,342	119,688	122,082	124,524	127,014
HEO 9.3	113,279	114,978	117,277	119,623	122,015	124,456
HEO 9.2	110,692	112,352	114,599	116,891	119,229	121,614
HEO 9.1	108,107	109,729	111,924	114,162	116,446	118,775
HEO 8.5	107,953	109,572	111,764	113,999	116,279	118,605
HEO 8.4	104,220	105,783	107,898	110,057	112,258	114,503
HEO 8.3	100,488	101,995	104,035	106,116	108,238	110,403
HEO 8.2	96,752	98,203	100,167	102,171	104,214	106,298

HEO 8.1	93,021	94,416	96,305	98,231	100,195	102,199
HEO 7.5	92,888	94,282	96,167	98,091	100,052	102,053
HEO 7.4	90,409	91,765	93,600	95,472	97,381	99,329
HEO 7.3	87,924	89,242	91,027	92,848	94,705	96,599
HEO 7.2	85,442	86,724	88,458	90,228	92,032	93,873
HEO 7.1	82,961	84,206	85,890	87,608	89,360	91,147
HEO 6.5	82,898	84,141	85,824	87,540	89,291	91,077
HEO 6.4	81,026	82,242	83,887	85,565	87,276	89,021
HEO 6.3	79,161	80,348	81,955	83,595	85,266	86,972
HEO 6.2	77,288	78,448	80,017	81,617	83,250	84,915
HEO 6.1	75,418	76,549	78,080	79,641	81,234	82,859
HEO 5.5	75,366	76,496	78,026	79,587	81,178	82,802
HEO 5.4	72,863	73,956	75,436	76,944	78,483	80,053
HEO 5.3	70,363	71,418	72,847	74,304	75,790	77,305
HEO 5.2	67,861	68,879	70,257	71,662	73,095	74,557
HEO 5.1	65,357	66,337	67,664	69,017	70,398	71,806
HEO 4.4	65,328	66,308	67,634	68,987	70,367	71,774
HEO 4.3	63,662	64,167	65,910	67,228	68,573	69,944
HEO 4.2	61,995	62,925	64,183	65,467	66,776	68,112
HEO 4.1	60,329	61,234	62,459	63,708	64,982	66,282
HEO 3.5	60,218	61,122	62,344	63,591	64,863	66,160
HEO 3.4	58,991	59,876	61,073	62,295	63,541	64,812
HEO 3.3	56,918	57,772	58,927	60,106	61,308	62,534
HEO 3.2	54,852	55,675	56,788	57,924	59,082	60,264
HEO 3.1	52,785	53,577	54,649	55,741	56,856	57,993
HEO 2.3	52,598	53,387	54,454	55,544	56,655	57,788
HEO 2.2	51,724	52,500	53,550	54,621	55,714	56,828
HEO 2.1	50,267	51,021	52,041	53,082	54,144	55,227
HEO 1.4	50,140	50,893	51,910	52,948	54,007	55,087
HEO 1.3	48,764	49,496	50,486	51,495	52,525	53,576
HEO 1.2	47,255	47,963	48,923	49,901	50,899	51,917
HEO 1.1	45,747	46,433	47,362	48,309	49,275	50,260

*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 PROFESSIONAL EMPLOYEE RATES

Casual Staff Rates

- The hourly rates payable to Casual professional staff will be as follows (this includes a casual loading of 25%):

HEO LEVEL	Salary as at 1 st pay period on or after 1 July 2017	1.5% RATE INCREASE Rate administratively increased 1 st Pay Period on or after 1-Jul-2018	2% RATE INCREASE Rate administratively increased on 3-Jan-2020	2% RATE INCREASE 1 st Pay Period on or after 1-Jul-2020	2% RATE INCREASE 1 st Pay Period on or after 1-Jul-2021	2% RATE INCREASE Last Pay Period on or before 30-June-2022
1	30.8946	31.36	31.99	32.62	33.28	33.94
2	33.9436	34.45	35.14	35.84	36.56	37.29
3	35.6591	36.19	36.92	37.66	38.41	39.18
4	40.7371	41.35	42.18	43.02	43.88	44.76
5	44.1451	44.81	45.70	46.62	47.55	48.50
6	50.9269	51.87	52.72	53.78	54.85	55.95
7	56.0324	56.87	58.01	59.17	60.35	61.56
8	62.8260	63.77	65.04	66.34	67.67	69.03
9	73.0163	74.11	75.59	77.11	78.65	80.22
10	78.1101	79.28	80.87	82.48	84.13	85.82

Casual Student Rates

- The hourly rates payable to Casual student Employees will be as follows:

DESCRIPTION	Salary as at 1 st pay period on or after 1 July 2017	1.5% RATE INCREASE Rate Paid administratively increased 1 st Pay Period on or after 1-Jul-2018	2% RATE INCREASE Rate administratively increased on 3-Jan-2020	2% RATE INCREASE 1 st Pay Period on or after 1-Jul-2020	2% RATE INCREASE 1 st Pay Period on or after 1-Jul-2021	2% RATE INCREASE Last Pay Period on or before 30-June-2022
Student Rate 1 (85% of HEO Casual Level 3)	30.3034	30.76	31.37	32.00	32.64	33.29
Student Rate 2 (90% of HEO Casual Level 3)	32.0887	32.57	33.22	33.89	34.56	35.25

SCHEDULE C- APPRENTICE RATES

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

DESCRIPTION	Salary as at 1 st pay period on or after 1 July 2017	1.5% SALARY INCREASE Paid administratively 1 st Pay Period on or after 1-Jul-2018	2% SALARY INCREASE Paid administratively 1 st Pay Period on or after 3-Jan-2020	2% SALARY INCREASE 1 st Pay Period on or after 1-Jul-2020	2% SALARY INCREASE 1 st Pay Period on or after 1-Jul-2021	2% SALARY INCREASE Last Pay Period on or before 30-June- 2022
HEO Apprentice Level 1 (45% of HEO LEVEL 3.1)	23,754	24,110	24,592	25,084	25,586	26,097
HEO Apprentice Level 2 (60% of HEO LEVEL 3.1)	31,672	32,147	32,790	33,445	34,114	34,797
HEO Apprentice Level 3 (75% of HEO LEVEL 3.1)	39,590	40,184	40,988	41,808	42,644	43,497
HEO Apprentice Level 4 (90% of HEO LEVEL 3.1)	47,508	48,221	49,186	50,170	51,173	52,196

SCHEDULE D - ALLOWANCES

- At the date this Agreement comes into effect, 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

Allowance	Application														
Meal Allowances	<p>Where an Employee is required to continue working in excess of 2 hours immediately after normal finishing time (except where overtime work ceases no later than 6.00pm)</p> <p>Where an Employee is required to work overtime for more than 5 hours on weekends or public holidays.</p> <p>Where an Employee is required to commence duty on or before 6.00am being 1 hour before the Employee's usual starting time.</p>														
Motor Vehicle Allowance	<p>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.</p> <p>A motor vehicle allowance will not be paid to an Employee who receives an annual motor vehicle allowance to compensate for the continuous use of such employee's private motor vehicle in connection with University business.</p>														
Tool Allowance	<p>Where an Employee is engaged as qualified tradesperson within a trades area of the University and is required to provide their own tools.</p>														
Uniform and Protective Clothing Allowance	<p>Where an Employee is required to wear protective clothing or a uniform and such protective clothing or uniform is not provided by the University.</p>														
Travel Allowance – Meal	<p>Where an Employee will be absent from the University and this absence does not extend overnight, reimbursement of actual costs incurred will be made subject to provision of receipts. The allowances will be paid where the Employee leaves before or returns later than the following times:</p> <table><tr><td></td><td>Time of leaving</td><td>Time of returning</td></tr><tr><td>Breakfast</td><td>7.00 am</td><td></td></tr><tr><td>Lunch</td><td></td><td>1.30 pm</td></tr><tr><td>Dinner</td><td></td><td>6.30 pm</td></tr></table>				Time of leaving	Time of returning	Breakfast	7.00 am		Lunch		1.30 pm	Dinner		6.30 pm
	Time of leaving	Time of returning													
Breakfast	7.00 am														
Lunch		1.30 pm													
Dinner		6.30 pm													
Travel allowance –Accommodation	<p>Where an Employee is absent from the University on University business and the absence extends overnight but does not exceed fourteen days (14 days).</p>														
First Aid Qualification	<p>Costs paid to obtain and/or maintain the qualification for an Employee formally appointed as a First Aid Officer.</p>														

Table 2 – Allowance Rate

Allowance Type	Allowance 1st Pay Period on or after 1-Jul-2018	2% increase allowance increased administratively 1st Pay Period on or after 3 January 2020	2% increase 1st Pay Period on or after 1-Jul-2020	2% increase 1st Pay Period on or after 1-Jul-2021	2% increase Last Pay Period on or before 30-June-2022
Meal Allowances	\$19.97	\$20.36	\$20.77	\$21.19	\$21.61
Motor Vehicle Allowance	Any size engine 80 cents per kilometre	Any size engine 82 cents per kilometre	Any size engine 83 cents per kilometre	Any size engine 85 cents per kilometre	Any size engine 87 cents per kilometre
Tool Allowance	Carpenter, Drainer, Mechanical fitter, Plumber, Welder: \$41.36 per fortnight Electrical fitter: \$23.68 per fortnight Painter: \$10.27 per fortnight	Carpenter, Drainer, Mechanical fitter, Plumber, Welder: \$42.19 per fortnight Electrical fitter: \$24.15 per fortnight Painter: \$10.48 per fortnight	Carpenter, Drainer, Mechanical fitter, Plumber, Welder: \$43.03 per fortnight Electrical fitter: \$24.64 per fortnight Painter: \$10.69 per fortnight	Carpenter, Drainer, Mechanical fitter, Plumber, Welder: \$43.89 per fortnight Electrical fitter: \$25.13 per fortnight Painter: \$10.90 per fortnight	Carpenter, Drainer, Mechanical fitter, Plumber, Welder: \$44.77 per fortnight Electrical fitter: \$25.63 per fortnight Painter: \$11.12 per fortnight
Uniform and Protective Clothing Allowance	\$15.69 per fortnight	\$16.01 per fortnight	\$16.33 per fortnight	\$16.65 per fortnight	\$16.99 per fortnight
Travel Allowance – Meal	Breakfast- \$22.19 Lunch- \$27.73 Dinner- \$44.37 per day	Breakfast- \$22.63 Lunch- \$28.28 Dinner- \$45.25 per day	Breakfast- \$23.08 Lunch- \$28.85 Dinner- \$46.16 per day	Breakfast- \$23.55 Lunch- \$29.43 Dinner- \$47.08 per day	Breakfast- \$24.02 Lunch- \$30.02 Dinner- \$48.02 per day

First Aid Allowance

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

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

Health and Safety Representative

3. Staff elected as Health and Safety Representatives (see Definitions – Clause 60) will be paid an allowance equivalent to the First Aid allowance.

Working Offshore Allowances

4. This allowance 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.
5. 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.
7. 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.

Indigenous Languages

- 8 In accordance with clause 11.6, the following allowances will apply:

		Allowance as at 1 st pay period on or after 1 July 2018	2% INCREASE Allowance increased administrativ ely 1st Pay Period on or after 3-Jan-2020	2% INCREASE 1st Pay Period on or after 1-Jul-2020	2% INCREASE 1st Pay Period on or after 1-Jul-2021	2% INCREASE Last Pay Period on or before 30-June- 2022
Level 1	Elementary level - this level of accreditation is appropriate for Employees who are capable of using minimal knowledge of language for the purpose of simple communicati	2,196.77	2,240.71	2,285.52	2,331.23	2,377.86

	on.					
Level 2	Level 2 represents a level of ability for the ordinary purposes of general business, conversation, reading and writing.	4,395.40	4,483.30	4,572.97	4,664.43	4,757.72

SCHEDULE E – PROFESSIONAL EMPLOYEE CLASSIFICATION DESCRIPTORS

LEVEL 1

TRAINING LEVEL DESCRIPTOR

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

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

TASK LEVEL DESCRIPTOR

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

JUDGEMENT, INDEPENDENCE AND PROBLEM SOLVING

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

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

LEVEL OF SUPERVISION

Supervision received:

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

ORGANISATIONAL KNOWLEDGE, RELATIONSHIPS AND IMPACT

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

LEVEL 2

TRAINING LEVEL DESCRIPTOR

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

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

TASK LEVEL DESCRIPTOR

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

Tasks at this level are likely to require the performance of a range of similar duties governed by instructions and established procedures. Employees may occasionally perform more complex tasks

for which detailed procedures exist and where assistance or advice is normally provided. Task competency can be acquired through on the job training and/or short courses.

JUDGEMENT, INDEPENDENCE AND PROBLEM SOLVING

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

An Employee at this level will be expected to perform a combination of various routine tasks where the daily work routine will allow the latitude to rearrange some work sequences, provided the prearranged work priorities are achieved.

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

LEVEL OF SUPERVISION

Supervision received:

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

ORGANISATIONAL KNOWLEDGE, RELATIONSHIPS AND IMPACT

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

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

LEVEL 3

TRAINING LEVEL DESCRIPTOR

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

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

Persons advancing through this level may typically perform duties which require further on-the-job training or knowledge and training equivalent to progress toward completion of a Certificate IV or Diploma.

TASK LEVEL DESCRIPTOR

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

JUDGEMENT, INDEPENDENCE AND PROBLEM SOLVING

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

- exercise judgement on work methods and task sequences within specified timelines and established practices and procedures,

- provide solutions or courses of action within established guidelines or policy,
- identify routine problems,
- meet set priorities,
- use discretion in routine problem solving,
- assist in identifying ways to improve performance of tasks.

LEVEL OF SUPERVISION

Supervision received:

Procedural direction where-

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

Supervision given:

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

ORGANISATIONAL KNOWLEDGE, RELATIONSHIPS AND IMPACT

Perform tasks which may involve:

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

LEVEL 4

TRAINING LEVEL DESCRIPTOR

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

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

TASK LEVEL DESCRIPTOR

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

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

JUDGEMENT, INDEPENDENCE AND PROBLEM SOLVING

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

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

LEVEL OF SUPERVISION

Supervision received:

Procedural direction where-

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

Supervision given:

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

ORGANISATIONAL KNOWLEDGE, RELATIONSHIPS AND IMPACT

Perform tasks/assignments which may:

- involve providing advice or information which may influence the actions of others or outcomes of work areas/projects,
- involve negotiating and liaising with a range of people, working towards agreed outcomes,
- involve providing guidance and advice to resolve work-related problems, taking into consideration the needs of people, the objectives of the work area/project and University policies,
- involve co-ordinating the activities of a range of Employees, including those of a more senior level to contribute to a project,
- involve demonstrating a sound knowledge of the role and function of immediate work area and an awareness of the role of other work units,
- require proficiency in the project task or work area's rules, regulations, processes and techniques, and how they interact with other related functions/objectives of project.

LEVEL 5

TRAINING LEVEL DESCRIPTOR

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

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

TASK LEVEL DESCRIPTOR

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

- knowledge of theoretical principles, procedures and techniques, as applied to a range of common or predicted circumstances,
- ability to apply some specialist knowledge or technical expertise,
- ability to manage a range of functions within a particular functional area,
- ability to coordinate and manage a small functional team,
- ability to meet organisational goals,

- ability to develop task methodologies or procedures within policy guidelines,
- ability to analyse and research, provide interpretation, specialist advice and decisions on rules and entitlements or technical tasks or systems,
- practical demonstration to Employees/students specialist knowledge or technical expertise.

JUDGEMENT, INDEPENDENCE AND PROBLEM SOLVING

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

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

LEVEL OF SUPERVISION

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

Supervision received:

General direction-

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

Supervision given:

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

ORGANISATIONAL KNOWLEDGE, RELATIONSHIPS AND IMPACT

Perform tasks/assignments which may:

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

LEVEL 6

TRAINING LEVEL DESCRIPTOR

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

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

TASK LEVEL DESCRIPTOR

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

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

JUDGEMENT, INDEPENDENCE AND PROBLEM SOLVING

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

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

LEVEL OF SUPERVISION

Supervision received:

General direction.

Supervision given:

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

ORGANISATIONAL KNOWLEDGE, RELATIONSHIPS AND IMPACT

Perform tasks/assignments which may:

- involve providing authoritative advice in recurring but unusual circumstances,
- involve providing advice/information, including interpretation, which would normally have a substantial influence at the individual or work group level,
- involve adapting procedures and techniques as required to achieve objectives,
- involve introducing change in the functional area, liaising/negotiating with other areas where necessary, and demonstrating an awareness of the impact of outcomes on the broader organisation,
- require proficiency in the work area's existing rules, regulations, policies, procedures, systems, processes and techniques and how they interact with other related functions, and to adapt those procedures and techniques as required to achieve objectives without impacting on other areas or project outcomes,
- involve providing leadership and guidance in the operational planning of technical, research, administrative activities for centres/schools/faculties.

LEVEL 7

TRAINING LEVEL DESCRIPTOR

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

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

TASK LEVEL DESCRIPTOR

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

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

JUDGEMENT, INDEPENDENCE AND PROBLEM SOLVING

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

- solve new or unique problems or analyse situations/complex technical problems and provide solutions,
- be responsible for independently monitoring, reviewing and developing procedures in own functional area/work area/project team,
- cross organisational, functional or specialist boundaries to co-ordinate actions and propose initiatives,
- focus on objectives rather than procedures and precedents,
- interpret policy which has an impact beyond the immediate functional area,
- independently relate existing policy to work assignments, rethink the way a specific body of knowledge is applied in order to solve problems, adapt procedures to fit policy prescriptions or use theoretical principles in modifying and adapting techniques. This may involve stand alone work or the supervision of others in order to achieve objectives.

LEVEL OF SUPERVISION

Supervision received:

General direction to broad direction.

Supervision given:

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

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

ORGANISATIONAL KNOWLEDGE, RELATIONSHIPS AND IMPACT

Perform tasks which may involve:

- demonstrating a detailed knowledge of the interrelationships between a range of diverse policies and activities,
- developing strategies which co-ordinate the interests of separate units to achieve shared outcomes,

- developing and enhancing system modules impacting across broad areas compliant with quality controls and within existing guidelines,
- providing substantial and authoritative technical advice across a broad range of technical areas or in a key area of specialisation,
- sharing some accountability for the decisions taken, without normally being responsible for final authorisation,
- negotiating solutions where a range of interests must be accommodated.

LEVEL 8

TRAINING LEVEL DESCRIPTOR

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

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

TASK LEVEL DESCRIPTOR

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

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

JUDGEMENT, INDEPENDENCE AND PROBLEM SOLVING

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

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

LEVEL OF SUPERVISION

Supervision received:

Broad direction.

Supervision given:

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

ORGANISATIONAL KNOWLEDGE, RELATIONSHIPS AND IMPACT

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

Perform tasks which may involve:

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

LEVEL 9

TRAINING LEVEL DESCRIPTOR

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

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

TASK LEVEL DESCRIPTOR

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

JUDGEMENT, INDEPENDENCE AND PROBLEM SOLVING

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

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

LEVEL OF SUPERVISION

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

ORGANISATIONAL KNOWLEDGE, RELATIONSHIPS AND IMPACT

Perform tasks which may involve:

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

LEVEL 10

TRAINING LEVEL DESCRIPTOR

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

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

TASK LEVEL DESCRIPTOR

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

JUDGEMENT, INDEPENDENCE AND PROBLEM SOLVING

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

LEVEL OF SUPERVISION

Open direction.

ORGANISATIONAL KNOWLEDGE, RELATIONSHIPS AND IMPACT

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

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

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

The University of New England Professional Staff Enterprise Agreement 2019-2022

Signed for and on behalf of:

University of New England

Brigid Heywood 24/02/2020
Signature Date

Full name Professor Brigid Heywood
Vice-Chancellor & CEO
University of New England

Explain your authority to sign the agreement

Address:

UNIVERSITY OF NEW ENGLAND
ELM AVENUE
ARMIDALE NSW 2351.

Signed in the presence of:

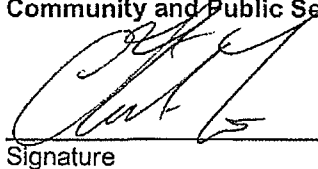
Katrina Warden 24.2.2020
Signature of witness Date

KATRINA WARDEN
Full name of witness

The University of New England Professional Staff Enterprise Agreement 2019-2022

Signed for and on behalf of the Community and Public Sector Union as Employee Bargaining Representative:

Community and Public Sector Union


Signature

24/2/2020
Date

Stewart Little

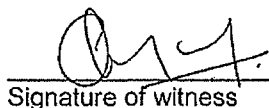
Full name

Secretary CPSU NSW
Explain your authority to sign the agreement

Address:

160 Clarence Street
SYDNEY NSW 2000

Signed in the presence of:


Signature of witness

24/2/2020
Date

VIJAYA VARUGHESE
Full name of witness

The University of New England Professional Staff Enterprise Agreement 2019-2022

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

National Tertiary Education Industry Union



24 February 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:



24 February 2020

Signature of witness

Date

Renee Veal

Full name of witness

IN THE FAIR WORK COMMISSION

FWC Matter No.:

AG2020/826 UNE Professional Staff Enterprise Agreement 2019-2022

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 Professional Staff Enterprise Agreement 2019-2022 ("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 21 Shift work**

The University undertakes that for the purposes of the National Employment Standards a shiftworker means an employee who is regularly rostered to work on Sundays and public holidays in which shifts are continuously rostered 24 hours a day, seven days a week.

The University undertakes that to the extent that it engages any shiftworkers during the life of the Agreement, that those shiftworkers will be paid at an overall rate of pay and entitlements which is no less than the rate of pay to which they would be entitled under the Higher Education Industry General Staff Award 2010 (**Award**) as of 20 March 2020.

3. **Clause 22 Breaks**

The University undertakes that to the extent that it engages any shiftworkers during the life of the Agreement that if they are required to work overtime they will, wherever reasonably practical be given at least 10 consecutive hours off duty and if an Employee is instructed to work without having a 10 hour break, they will be paid at overtime rates for all time worked until such 10 hour break is taken.

4. **Clause 23 Overtime**

The University undertakes that for the purposes of clause 23 of the Agreement, where a casual employee HEO 1, 2, 3, 4, Student Rate 1 and Student Rate 2 is required to work beyond the span of hours where they would be better off under the Award as of 20 March 2020, those employees will be paid at an overall rate of pay and entitlements which is no less than the rate of pay to which they would be entitled to under the Award as at 20 March 2020.

5. **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.

6. **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.

7. **Clause 48 Resignation**

The University undertakes in relation to clause 48.3 of the Agreement, where an employee resigns and is required to provide notice, the maximum amount the employer will withhold under clause 48.3 in lieu of notice will be as per notice requirements under the Award as at 20 March 2020.

8. **Clause 52 Dispute Resolution**

The University undertakes in relation to clause 52.3 and 52.4 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.

9. **Schedule B – Casual Student Professional Employee Rates**

The University undertakes that, for the purposes of Schedule B, clause 2, where it relates to a casual employee employed on Student Rate 1 and where the Award as at 20 March 2020 provides a greater entitlement than the Agreement, the University will pay the Award rate plus an additional 1% of that rate.

10. **Schedule C – Apprentice Rates**

The University undertakes that to the extent that it engages any apprentices during the life of the Agreement, that those apprentices will be paid at a rate of pay which is no less than the overall rate of pay and entitlements to which they would be entitled to under the Award as at 20 March 2020 and where the Award provides a benefit in the form of a monetary allowance or reimbursement to an apprentice that is more beneficial than the Agreement, the Award as at 20 March 2020 will prevail to the extent of the inconsistency.

Reconciliation

11. For undertakings 2, 4, 9, and 10, the University will undertake a reconciliation at monthly intervals, to establish whether for work performed under the Agreement in the preceding month, the employees' total wages were less than or equal to the total wages the employee would have been entitled to under the Award as at 20 March 2020. Where the reconciliation establishes that an employee the subject of undertakings 2, 4, 9 and 10 has been paid the same or less under the Agreement than they would have been paid under the Award for performing the same work, the employee will be paid in the following pay period the difference between the wages payable under the Award as at 20 March 2020 and the wages paid under the Agreement over the previous month plus 1% of the difference.

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

A handwritten signature in black ink, appearing to read 'Leya Hegwood', is positioned above a horizontal line.

Signature

Date 21 May 2020

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.