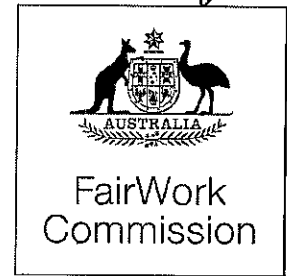


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DECISION

Fair Work Act 2009

s.185 - Application for approval of a single-enterprise agreement

University of New England
(AG2014/8580)

THE UNIVERSITY OF NEW ENGLAND PROFESSIONAL STAFF COLLECTIVE AGREEMENT 2014 -2017

Educational services

VICE PRESIDENT CATANZARITI

SYDNEY, 22 SEPTEMBER 2014

Application for approval of The University of New England Professional Staff Collective Agreement 2014 -2017.

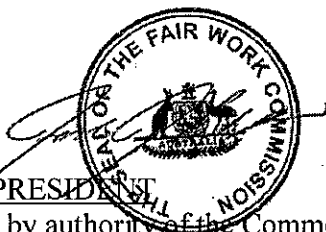
[1] An application has been made for approval of an enterprise agreement known as *The University of New England Professional Staff Collective Agreement 2014 -2017* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by the University of New England. The Agreement is a single-enterprise Agreement.

[2] I have accepted the undertaking attached to this decision which has been given by the employer.

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

[4] The Community and Public Sector Union and the National Tertiary Education Industry Union, being bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2), I note that the Agreement covers the organisations.

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 29 September 2014. The nominal expiry date of the Agreement is 1 October 2017.



VICE PRESIDENT

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VCD14/2229

17 September 2014

Vice-President Catanzariti
Fair Work Australia
Level 10, Terrace Tower
80 William Street
EAST SYDNEY NSW 2011

Dear Vice-President,

**Re: AG2014/8580 – University of New England Professional Staff Collective Agreement
2013-2017**

I refer to the University's application for approval of the above named collective agreement.

I wish to provide the following undertakings:

1. In relation to sub-clause 61.3.4 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 may be represented by a person or organisation of their choice for the purpose of dispute resolution ; and
2. In relation to Clause 43 Workplace Change, an employee may be represented by a person or organisation of their choice for the purpose of consultation about the change process.

Yours sincerely,

A handwritten signature in cursive script, appearing to read 'A Duncan'.

*Professor Annabelle Duncan
Vice-Chancellor and CEO
University of New England*

PART A – APPLICATION AND OPERATION

1. TITLE

This Agreement will be known as The University of New England Professional Staff Collective Agreement 2014-2017.

2. ARRANGEMENT

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3. PARTIES BOUND

3.1 This Agreement shall be known as the University of New England Professional Staff Collective Agreement 2014-2017. The parties to the Agreement are:

3.1.1 the University of New England; and

3.1.2 all employees who are employed in the classifications detailed in Schedules 1 and 2 of this Agreement.

3.2 This Agreement has been negotiated between the CPSU, the NTEU and the University.

4. PERIOD OF OPERATION

4.1 This Agreement will take effect seven days after its approval by Fair Work Commission and shall have a nominal expiry date of 1 October 2017.

4.2 **Renegotiation of Agreement** - The University and the CPSU and NTEU agree that the expeditious negotiation of a replacement agreement is in the interests of the University and employees. To this end the University and CPSU and NTEU will meet no later than 3 months before the expiry of this agreement to negotiate in good faith a replacement agreement. In this period the parties will aim to exchange logs of claim, determine resourcing, and establish a schedule of meetings for the following 3 months.

5. RELATIONSHIP WITH OTHER AWARDS AND AGREEMENTS

5.1 This Agreement wholly displaces and operates to the exclusion of all Awards and all other Agreements which would otherwise apply to employees whose employment is regulated by the provisions of this Agreement, except for the National Employment Standards. This agreement rescinds and replaces the *University of New England General Staff and ELC Teachers Agreement 2009-2012* regarding its application to employees covered by this agreement.

5.2 While UNE recognises that the application of this Agreement requires policies and procedures to be followed, nothing in this Agreement will be taken as incorporating as a term of this Agreement, or being subject to any process in this Agreement, any UNE policy, procedure or process referred to in this Agreement.

6. NO FURTHER CLAIMS

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

7. DEFINITIONS

7.1 **Consultation** - Consultation has a number of components. First, consultation means the provision of all relevant information and the opportunity for discussion of that information. Second, the information must be in a form and provided in sufficient time to enable those being consulted to develop an informed view. And third, consultation shall provide a bona fide opportunity for feedback to influence the relevant decision maker prior to the making of the decision.

- 7.2 CPSU** means the Community and Public Sector Union.
- 7.3 Domestic Violence** involves a person in a family or domestic situation being subjected to patterns of behaviour that include: physical and or sexual assault, verbal abuse and insults, social isolation, economic deprivation, emotional abuse, threats and intimidation, harassment and stalking.
- 7.4 Employees** means the employees referred to in subclause 3.1.2 of this Agreement.
- 7.5 Head of Cost Centre** means Head of School, Director, University Librarian, or Director of Colleges.
- 7.6 A 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 (s68/60) of the Work Health and Safety Act 2011.
- 7.7 Merit selection** means a formal selection process that is designed to find and select the most capable candidate for the position being recruited. In determining the most capable candidate, regard should be had to the nature and duties of the position and the abilities, qualifications, experience and standard of work performance of the candidate that are relevant to the performance of those duties. Formal selection includes positions that have been advertised through an internal expression of interest process.
- 7.8 NTEU** means the National Tertiary Education Industry Union.
- 7.9 Professional Staff** means the employees referred to in subclause 3.1.2 of this Agreement.
- 7.10 Representative** means a member of the Union or other person who is not a current practicing solicitor or barrister in private practice.
- 7.11 Senior Executive Officer** means the Vice-Chancellor, Deputy Vice-Chancellor, Chief Financial Officer, Executive Director Operations, Chief Legal and Governance Officer, or relevant Pro Vice-Chancellor, or other senior officer of the University, above the level of Director, which reports directly to the Vice-Chancellor.
- 7.12 TOIL** means time off in lieu of overtime.
- 7.13 UNE and University** mean the University of New England.
- 7.14 Unions** mean the Community and Public Sector Union and the National Tertiary Education Industry Union.
- 7.15 VC** means Vice Chancellor and Chief Executive Officer of UNE or nominee.
- 7.16 Voluntary separation** means payment for leaving voluntarily outside of a Workplace Change – refer to clause 44 of this Agreement.

8. CONSULTATION ARRANGEMENTS

- 8.1** 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.

8.2 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.

8.3 The JCC shall comprise:

- 2 CPSU members
- 2 NTEU members
- Up to 4 Management nominees

The JCC membership is not intended to exclude any employee and does not preclude any staff member from requesting that a specific staff issue 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.

8.4 Policy Development – Where the University is considering developing or amending employment related policies (other than administrative changes) it will give advanced 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 to the University shall provide the reasons as to why suggestions were not incorporated into the new or amended policy. The VC has final approval of all employment related policies.

9. COMMITMENTS

9.1 The University and its employees are committed to:

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

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

PART B - EMPLOYMENT

10. REQUIREMENT TO STATE TERMS OF ENGAGEMENT

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

11. TYPES OF EMPLOYMENT

11.1 Engagement of Employees

- 11.1.1** The University shall engage a person as an employee on terms that correspond with one or other of continuing, fixed term, or casual employee basis in accordance with this clause.
- 11.1.2** Provided that prior approval is not unreasonably withheld by the employee's supervisor, 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. The payment of overtime under clause 19, Ten Hour Breaks, does not apply to such additional casual work. The provisions of this Agreement to not work excessive hours should also be considered by employees and supervisors if engaging in additional casual work.

- 11.2 Continuing employment** - "Continuing Employment" means all employment other than "fixed-term", or "casual". Continuing Employment may be full-time or part-time.
- 11.3 Part-time employment** - "Part-time employment" means employment for less than the normal weekly ordinary hours specified for a full-time employee, for which all entitlements are paid on a pro-rata basis calculated by reference to the time worked.
- 11.4 Fixed-term employment** - "Fixed-term employment" may be full-time or part-time, and means employment for a specified term or ascertainable period, for which the instrument of engagement will specify the starting and finishing dates of that employment, (or in lieu of a finishing date, will specify the circumstance(s) or contingency relating to a specific task or project, upon the occurrence of which the term of the employment shall expire) and for which, during the term of employment, the contract is not terminable, by the University, other than for cause based upon serious or willful misconduct or within the first three months of employment.

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

- 11.4.1** "Specific task or project" shall mean a definable work activity which has a starting time and which is expected to be completed within an anticipated timeframe. Without limiting the generality of that circumstance, it shall also include a period of employment provided for from identifiable funding external to the University, not being funding that is part of an operating grant from government or funding comprised of payments of fees made by or on behalf of students.
- 11.4.2** "Research" means work activity by a person engaged on research-only functions for a contract period not exceeding five years.
- 11.4.3** "Replacement Employee" means an employee:
- undertaking work activity replacing a full-time or part-time employee for a definable period for which the latter is either on authorised leave of absence or is temporarily seconded away from his/her usual work area, or has reduced their fraction of employment for a defined period of time; or
 - performing the duties of:
 - a vacant position for which the University has made a definite decision to fill and has commenced recruitment action; or
 - a position the normal occupant of which is performing higher duties pending the outcome of recruitment action initiated by the University and in progress for that vacant higher duties position
- until a full-time or part-time employee is engaged for the vacant position or vacant higher duties position as applicable.
- 11.4.4** "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 three years.

If the position or substantially the same position occupied by the employee continues beyond three 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.

- 11.4.5** "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 three years. The fixed-term contract period shall not exceed three 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 43.

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 three year period, the employee shall be offered conversion to continuing employment as long as the original appointment was via merit selection.

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

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

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

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

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

- 11.5 Casual Employment** - "Casual employment" shall mean a person engaged by the hour and paid on an hourly basis that includes a loading related to benefits for which a casual employee is not eligible. The minimum period of engagement of a casual will be three (3) hours.

- 11.6 Casual Student Employment** – “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 2, regardless of days worked. The minimum period of engagement of a casual student will be one (1) hour.

12. ENTITLEMENTS RELATED TO FIXED TERM EMPLOYMENT

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

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

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

12.3 Further Employment

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

12.4 Conversion to Continuing Employment

The provisions of this subclause will apply except where the University can demonstrate a lack of funding that is directly related to the position in question.

A fixed term employee will be offered conversion to continuing employment in their position provided the following criteria are met:

- 12.4.1** the employee was previously subject to merit selection for an advertised position; and
- 12.4.2** the employee has performed satisfactorily in that position; and
- 12.4.3** there is an ongoing requirement for the duties of the position, or substantially similar position, or the nature of the work can be established as ongoing.

12.5 Severance Pay

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

- 12.5.1** the employee is employed on a second or subsequent fixed term contract with the same or substantially similar duties and those duties are no longer required by the University; or
- 12.5.2** the employee is employed on a fixed term contract and the duties of the kind performed in relation to work continue to be required but another person has been appointed, or is to be appointed, to the same or substantially similar duties

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

Type of Contract (as defined in clause 11.4)	Period of continuous service	Severance Pay
Replacement Employee Pre-retirement Student Professional Practice Apprentice/Trainee	No Entitlement to Severance	Nil
Specific Task / Project Research Disestablished area New area	Up to the completion of 2 years Over 2 years and up to the completion of 3 years Over 3 years and up to the completion of 4 years Over 4 years	4 weeks' pay 6 weeks' pay 7 weeks' pay 8 weeks' pay

12.6 Where UNE advises an employee in writing that further employment will be offered within six weeks of the expiry of a period of fixed-term employment, then the University may defer payment of severance benefits until the end of the further employment.

12.7 Where an employee receives a severance payment and is offered a subsequent contract within 6 weeks of the end of the initial contract for which severance was paid, the period of continuous service commences from the first day of the subsequent contract.

13. ABORIGINAL AND TORRES STRAIT ISLANDER EMPLOYMENT

13.1 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 2013-2018, 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.

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

- Recognise Aboriginal and Torres Strait Islander cultural practices and identity;
- Ensure policies and procedures support the elimination of racism in the workplace, and make the institution culturally responsive and responsible;
- Provide staff development, training and mentoring of Aboriginal and Torres Strait Islander employees;
- Provide for training on the implementation of employment strategies and cultural diversity programs for managers and staff;
- Maintain effective links with relevant Aboriginal and Torres Strait Islander communities and agencies.

Consultation

13.3 The Committee established to oversee the implementation of the Aboriginal and Torres Strait Islander Employment Strategy 2013-2018 will comprise Union (NTEU & CPSU) representation.

Selection Committees

- 13.4** 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 Employment Officer or their representative.

Indigenous Language Allowance

- 13.5** 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 3A.

14. PRIMARY PLACE OF EMPLOYMENT

- 14.1** Normally, the primary place of employment will be the Armidale campus of the University of New England, Armidale, New South Wales, 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.
- 14.2** Where the University requires an employee to change their current primary place of employment, this change will be determined through consultation and agreement between the University and the employee and will be recorded in writing on the employee's personal staff file.
- 14.3** Where an existing employee is required by UNE to change their current primary place of employment (e.g. if this is in Armidale, then to a location outside of Armidale), or voluntarily applies for and is appointed to a position, which entails a change to their current primary place of employment outside of Armidale, the University will pay reasonable costs in accordance with the Travel and Removal Assistance Policy.

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

15. FLEXIBLE AND FAMILY WORKING ARRANGEMENTS

- 15.1** The University is committed to work strategies to assist employees to balance work and family/life responsibilities. Flexible working arrangements may be entered into in order to accommodate the work requirements of the University and family and work life commitments of employees where there is mutual consent. Supervisors will reasonably consider requests for these arrangements in line with this commitment.
- 15.2** Short term flexible arrangements normally for periods of less than three (3) months, may include:
- 15.2.1** Flexible start and finish times for a defined period;
 - 15.2.2** Short breaks of an hour or two to resolve personal or crisis situations or to attend appointments off campus;
 - 15.2.3** Leave scheduled to accommodate family, carer or other commitments;
 - 15.2.4** Reduced hours for short, defined periods to enable family, carer or other commitments to be managed;

- 15.2.5 Planned work programs to avoid unplanned roster changes or the need to work late.
- 15.3 Longer term flexible working arrangements, where authorised, include provisions such as:
 - 15.3.1 flexible hours;
 - 15.3.2 part-time employment;
 - 15.3.3 special arrangements (including leave), e.g. for non-custodial parents and for those with elder care responsibilities;
 - 15.3.4 return to work following Parental Leave;
 - 15.3.5 addressing the specific needs of nursing mothers and new parents;
 - 15.3.6 balancing work and life.
- 15.4 Employees wishing to make application for a short term or long term flexible arrangements will make an application to their Supervisor. Supervisors will reasonably consider the application, and only reject the applications on the grounds that the application cannot be accommodated due to the work requirements of the University. Employees making an application for a long term flexible working arrangement should nominate the period required in the application. In the event that the request cannot be accommodated, including alternative options explored by the employee and supervisor, then the employee can make application again when circumstances change, or a year after the original application.
- 15.5 Employees wishing to terminate flexible work arrangements prior to the nominated end of the arrangement will be accommodated to the extent possible, given other arrangements which may have already been entered into in the workplace.

PART C – WORKING ARRANGEMENTS

16. ORDINARY HOURS OF WORK

- 16.1 “Ordinary daily hours” means seven (7) hours per day within the span of hours for the position, or pro rata in the case of part time employees.
- 16.2 Except as provided in clause 16.3, the span of hours of work of employees will be as set out below:

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

16.3 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:

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

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

16.4 An employee must be rostered off at least four (4) days per fortnight. Two of these days must be a consecutive Saturday and Sunday, except during "essential work" activities as listed in clause 16.3.

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

- 16.5.1** a reasonably equitable allocation of rostered days off is made;
- 16.5.2** consideration is given to an employee's religious/cultural obligations;
- 16.5.3** consideration is given to an employee's family and community obligations (e.g. sporting commitments and ability to organise childcare).

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

16.7 Where it is proposed that an employee's regular roster or ordinary hours of work be changed, the employee and their representative will be provided with information about the proposed change and be invited to give their views about the impact of the proposed change. Any views will be taken into consideration by the supervisor prior to confirmation of any changes.

17. ROSTERS

17.1 Where an employee is required to work a roster the following provisions will apply:

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

18. MEAL AND TEA BREAKS

- 18.1** An employee will not normally be required to work more than five continuous hours without an unpaid meal break of at least thirty (30) minutes. Such break may be waived to a maximum period of six (6) hours without a break where there is mutual agreement between the employee and their supervisor.
- 18.2** A maximum of two paid tea breaks, where taken, will be of ten (10) minutes duration each day and must be taken on site. Untaken tea breaks cannot be taken as flexi time or time-off-in-lieu.

19. TEN HOUR BREAKS

- 19.1** When overtime is necessary it will, wherever reasonably practical, be so arranged that employees have at least ten (10) consecutive hours off duty between the work of successive days.
- 19.2** Where an employee is instructed to work any part of a ten (10) hour break between the completion of work on one day and the commencement of work on the next, they will be paid at overtime rates for all time worked until such ten (10) hour break is taken.
- 19.3** The provisions of this clause will apply in the case of shift workers as if eight (8) hours were substituted for ten (10) hours for the purpose of changing shift rosters, or where a shift worker does not report for duty and a day worker or a shift worker is required to replace such shift worker.

20. OVERTIME, SHIFT PENALTIES AND LOADINGS

- 20.1 The University must not require an employee to work overtime unless the request is reasonable and reasonable notice is given of the request.
- 20.2 An employee may refuse to work overtime, without prejudice or disadvantage to their employment, in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:
- 20.2.1 any risk to employee health and safety;
 - 20.2.2 the employee's personal circumstances including any family responsibilities;
 - 20.2.3 the needs of the workplace or enterprise;
 - 20.2.4 the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
 - 20.2.5 any other relevant matter, including but not limited to the matters contained in section 62 subsection (3) of the Fair Work Act 2009.
- 20.3 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.
- 20.4 Unless there is mutual agreement between the supervisor and the employee regarding flexible working arrangements, including but not limited to time-off-in-lieu, overtime is payable for all work in excess of the ordinary daily hours and for work done outside the ordinary span of hours for the position. Payment of overtime will be calculated to the nearest 15 minute block.
- 20.5 Where flexible working arrangements apply, the maximum number of ordinary hours that can be worked each day before overtime applies will be 10 hours. Each day will stand alone.
- 20.6 A casual employee will only be entitled to overtime where hours worked are in excess of 10 ordinary hours per day. Each day will stand-alone.
- 20.7 An employee on HEO 8.1 or above will not be eligible to receive overtime payments provided that the University may in special circumstances pay overtime or grant time-off-in-lieu.
- 20.8 If an employee is instructed to report for overtime on a day when he/she would not have to work, and on reporting for duty finds that there is no work, the employee will be paid three (3) hours overtime at the appropriate overtime rate.
- 20.9 The following rates are to be paid to eligible employees for:
- 20.9.1 all overtime worked where time off in lieu has not been mutually agreed; or
 - 20.9.2 ordinary hours worked on weekends/public holidays in which case time off in lieu does not apply.

OVERTIME/LOADING RATES

<u>Day Worked</u>	<u>Overtime>Loading 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

Shift Workers

20.10 The provisions of Schedule 4 will apply to shift workers.

Time off in lieu of overtime

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

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

Part time - employees

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

20.14 Alternatively, a part time employee may elect to have a variation to their contract to reflect the changed hours, in which case sub clause 20.13 would not apply.

21. ON-CALL PROVISIONS

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

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

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

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

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

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

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

21.8 For employees employed in the Information Technology Directorate, the additional provisions in Schedule 5 will apply.

22. CALL BACK ARRANGEMENTS

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

Payments for call backs

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

23. STAND-DOWNS

- 23.1** Where employees are engaged in domestic work in, or in connection with, residential colleges and it is necessary to stand them down when the college is in recess (recess being the period between the end of one trimester and the beginning of the next), they will be paid half ordinary pay for the period during which they have been stood down.
- 23.2** By mutual agreement between the employee and the University (and without duress), an employee may be stood down outside college recess periods, in which case (unless arrangements for time off in lieu have been agreed between the individual and their Head of College) half ordinary pay will apply for the period stood down.
- 23.3** On the completion of four (4) weeks' service after the period of stand down the period of such stand down will be taken into account when determining the accrual of annual leave and long service leave.

24. HIGHER DUTIES ALLOWANCE

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

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

- 24.2** 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.
- 24.3** 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.

25. PROFESSIONAL STAFF WORKLOADS

- 25.1** The parties recognise that overwork is a health and safety issue. Therefore workloads will be manageable and without risk to health and safety.
- 25.2** 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.
- 25.3** 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.
- 25.4** 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.
- 25.5** Where this does not resolve the employee's concerns, the employee may refer the matters in writing to the Head of the Cost Centre (and provide a copy to the supervisor). The Head of Cost Centre must consult with the supervisor and the Director of Human Resource Services before making a determination. If the Head of Cost Centre is the supervisor of the employee the matter will be referred to their next in-line Manager, who will consult with the supervisor and the Director Human Resource Services, and then make a determination. These determinations are subject to the dispute resolution procedures.

PART D – SALARY AND RELATED MATTERS

26. SALARIES

- 26.1** The salary and casual rates are set out in Schedules 1 to 2 of this Agreement. Part time employees will receive salary entitlements on a pro-rata basis.
- 26.2** Upon approval of this Agreement the University will pay the following salary, with each rate compounding onto the previous salary:

- 1% will be back paid from the first full pay period to commence on or after 1 July 2013 on the salaries in effect in July 2012 (noting that 2% has already been paid administratively)
- 3% from the first full pay period to commence on or after 1 July 2014
- 3% from the first full pay period to commence on or after 1 July 2015
- 3% from the first full pay period to commence on or after 1 July 2016
- 3% from the first full pay period to commence on or after 1 July 2017.

- 26.3** Employees will be paid fortnightly, in arrears, by electronic funds transfer into a bank, credit union or other financial institution account nominated by the employee and acceptable to the University.
- 26.4** 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%.
- 26.5** Annual Leave Loading - Salaries are inclusive of the roll-up of annual leave loading.

27. SUPERANNUATION

- 27.1** Except as provided in clause 27.5, the University will continue to provide 17% employer contributions to a fund (howsoever called) administered by UniSuper, for new and existing employees in accordance with current eligibility criteria.
- 27.2** Fixed-term and part-time employees employed on a contract of greater than 12 months will also receive the 17% employer contribution. Where a fixed-term or part-time employee accepts a consecutive second or subsequent contract where there is no break in service and that extends their prospective service to more than 12 months, the 17% employer contribution will only be payable from the date of acceptance of the consecutive second or subsequent contract.
- 27.3** For Superannuation Guarantee Contribution members only, the legislated employer contribution will be paid to the UniSuper Accumulation Super 1 account.
- 27.4** 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 Superannuation Guarantee Contribution employer contribution to the UniSuper Accumulation Super 1 account, inclusive of the 3% employer contribution above.
- 27.5** Should any amendment to the Unisuper Trust Deed make it possible for employer contributions to be varied, the University will allow such flexibility at the employee's request. Any reduction in the employer superannuation contribution will be paid as salary.
- 27.6** Employees who are currently contributory members of the SSS (State Superannuation Scheme) or SASS (State Authorities Superannuation Scheme) will continue to be entitled to the legislative provisions covering those Schemes.

28. SALARY PACKAGING

- 28.1** Employees may elect packaging of salary for superannuation and other items that may be approved in accordance with University policy from time to time. See also Clause 68 'Flexibility' of this Agreement.

29. OTHER ALLOWANCES

29.1 The provisions of Schedule 3 will apply.

30. ACCIDENT MAKE-UP PAY

30.1 An employee will be entitled to leave on full pay less any amount of weekly Workers Compensation paid to the employee during the incapacity of an employee until the incapacity ceases, or until the expiration of an aggregate 26 weeks; whichever may first occur.

30.2 Paid leave will be exclusive of any sick leave entitlement due and owing to the employee.

30.3 If an employee receives monies in settlement of or pursuant to a judgment for a civil claim to damages in connection with the incapacity, the employee will repay any payments made under this clause.

31. POSITION CLASSIFICATION

31.1 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.

31.2 All professional staff positions will be classified according only to the UNE Enhanced Descriptors (Professional Staff) as set out in Schedule 7 and the University's Classification Policy.

31.3 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.

31.4 Position Statements will be developed or amended by the Supervisor, in consultation with the incumbent (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.

31.5 Reclassification

31.5.1 Where an employee believes the level of their position has changed, they may apply, through their supervisor, to have a revised Position Statement reviewed by Human Resource Services in order to determine the classification level of their position. The request will set out the reasons why the staff member believes their position should be reclassified. The supervisor will not unreasonably prevent the request from proceeding.

31.5.2 A position will not usually be considered for reclassification within twelve (12) months of its last review, unless a significant workplace change has taken place or the incumbent has vacated the position.

31.5.3 The position classification review will be:

(a) of the position, not the incumbent;

(b) based solely on the assessment of the Position Statement documentation against the UNE Enhanced Descriptors (Professional Staff) as set out in Schedule 7 and the University's Classification Policy 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.

31.5.4 A change in work performed does not of itself constitute a case for reclassification. Reclassification 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 reclassification.

31.5.5 Where there is an incumbent in a position they will not be disadvantaged if the position is reclassified to a higher level. The incumbent will retain the position and the 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 Human Resource Services.

31.5.6 Where there is an incumbent in a position, they will not be disadvantaged if the position is reclassified to a lower level. The incumbent will retain their existing classification level, access to increments and general pay rises for the duration of their occupancy of that position.

31.5.7 Appeals

- (a) Should a staff member not agree with the outcome of the evaluation, the matter may be referred to the Director of Human Resource Services 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.

PART E - LEAVE

32. LEAVE MANAGEMENT

32.1 Absences from duty i.e. leave, must be covered by a leave application that has been approved by the supervisor, and where necessary with appropriate supporting evidence, and the leave application must be submitted in accordance with relevant University provisions or policies.

32.2 To avoid ambiguity, the approval of the supervisor must be sought in advance for the taking of leave, such as annual leave, long service leave, parental leave, and leave without pay.

32.3 To further avoid ambiguity, a leave application cannot be avoided by an explanation that the employee will be doing some work while on leave. For example, a week of annual leave cannot be reduced to nil because some work will be done during that week.

32.4 A recurring failure to seek approval for leave in accordance with this clause or a recurring failure to submit leave applications may be considered to be unsatisfactory performance.

33. PUBLIC HOLIDAYS

- 33.1** Employees (other than casual employees) who are not required for duty will be allowed to observe the following days as holidays without loss of pay: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter 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 (NSW) Act 2010 (excluding declared local holidays, for example Armidale Cup Day), in addition to or substitution of any of the above.
- 33.2** 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.
- 33.3** 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.

34. CHRISTMAS BREAK

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

35. UNIVERSITY SHUTDOWN

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

36. ANNUAL LEAVE

- 36.1** 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.
- 36.2** Part-time employees will be eligible for annual leave on a pro-rata basis. Casual employees are not entitled to annual leave.
- 36.3** The supervisor will ensure that employees are able to take their annual leave entitlement for each year.
- 36.4** 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.
- 36.5** Annual leave may not be taken in advance of the entitlement accruing.
- 36.6** Annual leave accrues on a daily basis.

- 36.7** An employee may accumulate a maximum of 40 days annual leave, unless otherwise planned and mutually agreed between the employee and supervisor.
- 36.8** 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.
- 36.9** 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 six months of the agreement.
- 36.10** If an employee, who is eligible for sick leave, produces a satisfactory medical certificate to the effect that he/she has been incapacitated while on annual leave, the University will re-credit the employee with an equivalent period of annual leave.
- 36.11** 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.
- 36.12** 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.

37. LONG SERVICE LEAVE

Eligibility

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

Time of taking long service leave

- 37.7** Subject to clause 37.9, an employee who has qualified for long service leave may be entitled to take long service leave at a time of his or her choosing, provided that the employee requests such leave in writing at least six (6) months in advance, or in the absence of such notice, the Head of Cost Centre consents.
- 37.8** The University and an employee may agree that the employee may take long service leave at half pay and the period of long service leave is therefore doubled.
- 37.9** Where an employee has accumulated a long service leave entitlement in excess of 4.5 months, the Head of Cost Centre may give the employee written notice to take up to 3 months of such leave, at a time convenient to the needs of the University, provided that:
- 37.9.1** the employee is given written notice of at least twelve (12) months of the date on which leave must commence;
 - 37.9.2** the employee is not required to take long service leave within twenty four (24) months of written notice of their retirement;
 - 37.9.3** the minimum period of leave the University can require an employee to take will be six (6) weeks;
 - 37.9.4** 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 two (2) years after the end of that period of leave.

Recognition of Prior University Service

- 37.10** Prior continuous service with other Australian universities or a partially or wholly UNE-owned company or controlled entity will be counted as service for the purposes of calculating long service leave entitlements provided that:
- 37.10.1** only service from 1 January 1969 will be taken into account for eligibility purposes;
 - 37.10.2** the employee, within six months following their commencement at UNE, provides appropriate evidence to UNE's Human Resource Services Directorate of prior service. This requirement will be specified in their letter of offer;
 - 37.10.3** except as provided in clause 37.13 such prior service will not accrue a long service leave entitlement but will be included as qualifying service for determining when the employee is eligible to take long service leave and at what rate the long service leave will accrue;
 - 37.10.4** there is not more than two months between the cessation of employment with a releasing university and the commencement of employment with UNE. In this case service will be deemed to have been continuous but any break in employment will not count as service for accrual or service purposes;
 - 37.10.5** unless agreed otherwise with the relevant Senior Executive officer, the employee will be required to serve at least five years with UNE before being permitted to take accrued long service leave or be paid in lieu, if applicable, on termination of employment; and
 - 37.10.6** the only prior continuous service in other Australian universities recognised by UNE will be that which has been recognised by the releasing institution. Prior service with organisations other than Australian universities will not be recognised even if it has been recognised by the releasing institution.

- 37.11** Subject to the above clauses, prior service in the former Armidale College of Advanced Education will be taken into account when calculating an employee's service eligibility for long service leave provided that there has not been a break in continuous employment of more than two (2) months;
- 37.12** Upon termination of employment of an employee, UNE will either pay out any long service leave entitlements owing at termination or if the employee so wishes, pay the equivalent of any accrued long service leave directly to the receiving university, provided that the receiving university agrees and will recognise the accrued long service leave.
- 37.13** Where a person is employed, whose previous Australian university employer will transfer to UNE the monetary equivalent of their accrued long service leave, UNE will recognise the previous service and the accrued long service leave with that employer for future long service leave entitlements with UNE. In such cases, clause 37.10.5 above will not apply.

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

38. SICK LEAVE

- 38.1** Sick 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 sick leave for this purpose only, and it is the responsibility of the University to manage sick leave absences.

Employees who are injured at work and submit a workers' compensation claim will be paid from their sick leave entitlements pending the determination of the claim. Where the claim has been subsequently approved by the insurers, then the employee's sick leave record will be adjusted.

- 38.2** Paid sick leave is not granted to casual employees including student casual employees.
- 38.3** Where a public holiday, which would otherwise be a working day, falls during a period of sick leave, the absence on the public holiday will not be treated as sick leave.
- 38.4** Unused sick leave will not be paid out at the end of employment.

Sick Leave Entitlements

- 38.5** At the date this Agreement comes into effect all current continuing and fixed term employees will be credited with 100 days sick leave as an opening balance (which will be additional to the entitlement in clause 38.6). This will be their anniversary date for the purpose of credit of sick leave entitlements.
- 38.6** Professional Staff shall be entitled to fifteen (15) days paid sick leave per annum. Untaken paid sick leave will accumulate from year to year.
- 38.7** Sick leave balances will be available on web kiosk.
- 38.8** Part time Professional Staff will be entitled to sick leave on a pro rata basis.

Additional Sick Leave

- 38.9** Additional paid sick leave will be approved by the Vice Chancellor in exceptional circumstances if an employee is seriously ill and suffering hardship and has used up all of their paid sick leave entitlement.

- 38.10** 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.

Management

- 38.11** An employee absent from work because of personal illness or personal 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.
- 38.12** An employee who is absent from work on sick leave for more than three (3) consecutive days, or for more than five occasions within a 12 month period, will be required to provide their supervisor with a medical certificate.
- 38.13** Medical certificates will be accepted from the following registered health practitioners: doctor, chiropractor, osteopath, optometrist, physiotherapist, psychologist, midwife, or dentist.
- 38.14** The University may require an employee who has taken more than twenty five (25) days sick leave in any one year of employment to undertake a medical examination for the purposes of obtaining an opinion on the employee's medical condition.

39. PARENTAL LEAVE

- 39.1** In this clause:
- 39.1.1** "Parent" includes step-parent, co-parent, biological, adoptive or foster parent
 - 39.1.2** "Partner" means spouse, former partner, de facto or same sex partner
 - 39.1.3** "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
 - 39.1.4** "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.
- 39.2** Full-time continuing employees are entitled to parental leave in accordance with this clause.
- 39.3** Part time continuing employees are entitled to parental leave on a pro-rata basis.
- 39.4** 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.
- 39.5** 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.

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PARENTAL LEAVE TYPE	ENTITLEMENT	CONDITONS
<p>Maternity/Primary Carer Leave for the primary carer on the birth of a child</p>	<p>Up to 52 weeks in total</p> <p>Consisting of:</p> <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. 	<ul style="list-style-type: none"> • Leave may commence up to 20 weeks before and must commence no later than the actual date of birth. • A pregnant employee who requires leave to deal with sickness as a result of pregnancy and who is within six (6) weeks of the EDB will normally commence maternity / primary carer leave. • 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.
<p>Partner To give care and support to the mother</p>	<p>8 weeks in total</p> <p>Consisting of:</p> <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
<p>Adoption Leave for the primary carer of an adopted child</p>	<p>52 weeks in total</p> <p>Consisting of:</p> <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
<p>Foster Primary carer of a foster child younger</p>	<p>In any one 12 month period, leave consisting of:</p> <ul style="list-style-type: none"> • 105 hours paid leave; or 	<ul style="list-style-type: none"> • Leave to be taken from the time the child enters their care

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than 5 years Child 5 years or older on long term placement	<ul style="list-style-type: none"> • 210 hours leave on half pay • 56 hours paid leave; or • 105 hours leave on half pay 	
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.

39.6 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

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

39.7.1 the employee or employee's partner is pregnant; or

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

Conditions

39.8 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

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

39.10 Parental leave does not break continuity of service.

39.11 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.

- 39.12** All leave accruals and employer superannuation contributions during the period of paid parental leave at half pay will be on a pro rata basis.
- 39.13** 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.
- 39.14** If a pregnancy terminates by miscarriage or still birth after twenty (20) weeks of pregnancy have elapsed, or the child dies shortly after birth, an employee shall be entitled to a maximum of four weeks paid maternity leave.
- 39.15** If a pregnancy terminates by miscarriage before twenty (20) weeks of pregnancy, an employee is entitled to use sick leave to cover any absence.
- 39.16** 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

- 39.17** A replacement employee is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on parental leave.
- 39.18** 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

- 39.19** 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.
- 39.20** 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.
- 39.21** Once an employee has returned to work, any further working arrangements will be considered through the Flexible and Family Working Arrangements.

Documentation

- 39.22** Appropriate certification relating to the birth, adoption or fostering of the child must be produced if required by the University.
- 39.23** 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

- 39.24** All paid parental leave entitlements pursuant to this clause will be centrally funded by the University.
- 39.25** 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:

- 39.25.1 access professional development opportunities, activities and functions; or
- 39.25.2 make application and be considered for internal jobs or secondment opportunities where they indicate that they are available to take up any resulting offers.
- 39.26 Employees returning from Parental Leave will receive a briefing from their supervisor on the latest changes and developments in their position and work area.
- 39.27 An employee during their Parental Leave will be consulted concerning any significant change in responsibilities proposed for the employee's substantive position.
- 39.28 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

39.29 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

40. FAMILY AND PERSONAL LEAVE

- 40.1 A full-time continuing employee will be credited with ten (10) days non-cumulative Family and Personal leave with pay on 1 January each year (or pro rata in the employee's first year of employment calculated from the date of the employee's appointment) for the mixed purposes of family/carer leave, compassionate/bereavement leave, religious and cultural leave. A part-time or fixed-term employee will receive an entitlement on a pro rata basis. Casual employees are not entitled to paid family and personal leave but are entitled to unpaid absences of up to 2 days per occurrence for family and personal responsibilities.
- 40.2 Family and Personal leave is available where an employee is unable to attend work because of:
 - **family/carer responsibilities.** That is, providing care or support to an immediate family member who requires care or support because of:
 - (a) a personal illness, or a personal injury, or
 - (b) an emergency affecting the immediate family member, or
 - (c) the unexpected temporary absence of the usual carer, including the unexpected closure of a child's school, or

- (d) a genuine need to provide support to the primary carer of a newborn or adopted child; or
 - **bereavement/compassionate** reasons where:
 - (a) a member of an employee's immediate family contracts or develops a personal illness that poses a serious threat to his or her life, or sustains a personal injury that poses a serious threat to his or her life, or dies; or
 - (b) a person of importance in the employee's culture dies, or
 - (c) other reasons of a compassionate nature, given in writing and accepted by the University; or
 - **religious, ceremonial and/or cultural** reasons such as attendance or participation in particular religious, ceremonial or cultural activities. Activities may include: undertaking the observances of a religion followed by the employee, or where, an employee is a member of an Aboriginal or Torres Strait Islander community, participating in the ceremonial and cultural life of that community.
- 40.3** Applications for family and personal leave, including appropriate supporting evidence, must be made in writing and accepted by the University.
- 40.4** For the purposes of this clause, "immediate family member" includes a child (including an adult child, grandchild, adopted child, step child or child for whom the employee is a legal guardian or equivalent), spouse, partner (including same sex partner), former spouse or partner, parent, parent-in-law, grandparent, sibling or other family or household member.
- 40.5** In addition to the ten (10) day non-cumulative Family and Personal entitlement in 40.1 above, an employee who has exhausted their Family and Personal leave entitlement may use any available paid sick leave entitlement for family/carer responsibilities. Available sick leave cannot be used for additional bereavement/compassionate, religious, ceremonial and or cultural reasons.
- 40.6** A further two days of unpaid Family and Personal Leave per occasion will be available in the event of an unexpected emergency for employees who have exhausted their Family and Personal Leave entitlement.
- 40.7** In the event that an employee has exhausted their Family and Personal leave an additional two days of paid compassionate/bereavement leave per occasion will also be available to employees.
- 40.8** An employee who is leaving work or unable to attend work due to the need to take Family and Personal leave will inform their supervisor as soon as practicable, stating the nature of the leave requested and the estimated duration of the absence.
- 41. JURY AND WITNESS LEAVE**
- 41.1** An employee required to attend jury service will have the option to choose to:
- 41.1.1** be deemed to be "on duty" on normal pay. The employee will pay to the University any fee paid for jury service other than for expenses; or
 - 41.1.2** take annual leave or long service leave.
- 41.2** An employee called as a witness by summons or subpoena or called as a witness in legal proceedings on a matter relating to University business, will be deemed to be "on duty" on normal pay. The employee will pay to the University any fee paid for their role as a witness other than for expenses.

41.3 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.

42. DOMESTIC VIOLENCE LEAVE

42.1 The University recognises that employees may sometimes experience situations of violence or abuse in their personal life that may affect their attendance or performance at work.

42.2 The Director of Human Resource Services will approve paid leave on a case by case basis where supporting evidence is provided.

42.3 The University will offer employees experiencing domestic violence a broad range of support. This includes where appropriate:

- flexible working arrangements, including changes to working times consistent with the needs of the work unit and/or
- use of the Employee Assistance Program (access to a registered psychologist) and/or
- changing work location (where practicable), telephone number or email address.

42.4 Supporting evidence of treatment for domestic violence may be required by the University and could take the form of a document issued by the police service, a court, a medical practitioner, a domestic violence support service or lawyer, or a counseling professional.

42.5 The Joint Consultative Committee will develop guidelines to supplement this clause and which details the appropriate action to be taken in the event that an employee reports domestic violence.

PART F – MANAGING ORGANISATIONAL CHANGE

43. WORKPLACE CHANGE

43.1 The University will manage workplace change in a transparent and constructive manner so as to avoid and minimise any adverse effects on employees, while ensuring that the University is able to adapt appropriately to changing strategies, plans and circumstances. The views of staff and the Unions will be valued and taken into account by the University.

43.2 Many changes that take place in the workplace can be relatively minor and, as a consequence, will be addressed at the workplace level through direct local discussion and consultation with employees and/or the School/Cost Centre with a view to reaching agreement on mutually acceptable solutions and alternatives.

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

43.4 Major workplace change is where it is anticipated that one or more of the following may occur:

- redundancy/ies; or

- a targeted reduction in the workforce within a School/Cost Centre which will have a significant impact on that School/Cost Centre; or
- significant changes to the composition, structure or size (including outsourcing) of the workforce not including reporting line changes; or
- the restructuring of work required of employees which may result in a negative impact upon employees collectively within a School/Cost Centre or across more than one School/Cost Centre of the University.

43.5 Changes to rosters or ordinary hours of work do not constitute a major work place change, but require consultation with the employee and their representative. This matter is covered under Clause 16 Ordinary Hours of Work.

43.6 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 43.15.

Consultation

43.7 The consultation period is the period before a final decision is made, where employees and the Unions are given the opportunity to:

- (a) express their views on the proposed change,
- (b) provide alternative options to the change, and
- (c) have real and meaningful input into the change process and the final decision.

43.8 Employees and the Unions will have a consultation period of a minimum of ten (10) working days. This may be extended up to a maximum of 20 working days at the request of affected employees, the Unions or the University.

43.9 For a major workplace change, the University shall initiate a consultation process which will include the distribution of a draft workplace change document to those employees that may be directly affected by the proposed major workplace change and the Unions. Distribution will occur no less than three full working days prior to the initial meeting, in accordance with sub clause 43.10.

43.10 An initial meeting will be organised by the University to present, discuss and respond to the proposal and alternatives and to discuss implementation and measures to avert or mitigate negative impacts on employees. Affected employees shall be provided with reasonable opportunity to attend meetings.

43.11 An additional meeting, or meetings, will be organised by the University if requested by an affected employee or a Union.

43.12 The draft workplace change document will include all relevant information about the change proposed, including, but not limited to:

- (a) the nature of and rationale for the change, including objectives and aims;
- (b) the potential benefits for staff and possible adverse effects on staff, including transfers, redundancies or redeployments, outsourcing equity impact; workload implications, training and professional development issues;
- (c) measures for averting or mitigating any potentially negative impact on employees including any workload implications;

- (d) relevant financial information;
- (e) organisational charts and position descriptions; and
- (f) the timeframe for the proposed change process.

43.13 The consultation period may be extended beyond twenty (20) working days by UNE.

43.14 Development of responses to the change proposal will be considered to be part of normal duties.

43.15 At the point during the consultation process that it becomes clear that forced redundancies may be required, the University will provide employees with an opportunity to apply in writing for any measures which may mitigate any negative impact on employees. Such voluntary measures may include but are not limited to leave without pay, voluntary conversion to part time employment (for a specified period of time unless otherwise agreed), long service leave, secondment, internal transfer, voluntary separations, or natural attrition. Unless otherwise mutually agreed, employees will be advised of the outcome of their application before the consultation process is completed. Nothing in the consultation phase will preclude employees from also being offered in the final workplace change plan any voluntary separation or other measures which may mitigate any negative impact on employees.

Final workplace change plan

43.16 Following the consultation period, the University shall give prompt and genuine considerations to matters raised by affected employees and the Union(s), in relation to the discussion paper and meeting(s) held. The University shall explore all reasonable options and wherever reasonably practicable, adopt options to avert job losses.

43.17 The University shall distribute the final workplace change plan to all affected employees and the Unions. The final workplace change plan will include all relevant information in accordance with sub clause 43.12 and will respond to matters raised in the consultation process and include reasonable timeframes for implementation.

43.18 Implementation of the change may then commence.

43.19 Existing continuing employees shall continue to hold the position where the duties of a position are not significantly changed.

43.20 Where the duties of a position are significantly changed, or there are new position/s created, potentially "displaced" employees will be considered first for those positions prior to commencing a recruitment process.

43.21 Displaced employees will be considered for other vacant continuing positions in the University at the same level where placement is not possible in accordance with sub clause 43.20. No vacant position will be advertised without first assessing whether there are any "displaced" employees on the transfer/redeployment list.

43.22 Where placement is not possible in accordance with sub clauses 43.20-43.21, a displaced employee will be offered redeployment or redundancy in accordance with clauses 46 and 47.

43.23 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.

43.24 Fair, transparent and objective criteria will be used to place employees in remaining positions.

43.25 An employee potentially facing retrenchment may seek, and will then be provided with:

- 43.25.1** access to appropriate support from within the University to assist in seeking alternative employment; and/or
- 43.25.2** up to one day a week (plus travel time), without loss of pay, to attend job interviews or other job search activities, with further leave subject to the approval of the relevant supervisor.
- 43.26** Where expenses to attend such interviews are not met by the prospective employer, the employee will be entitled to reasonable travel and other incidental expenses incurred in attending such interviews as determined by the Vice-Chancellor.
- 43.27** At any time during a change process, where potential redundancies have been identified, employees will be encouraged to seek professional financial advice regarding their options. To assist in this decision-making, the University will allow employees to meet, during work time, with a qualified financial planner/accountant and will reimburse costs to a maximum of \$250 upon the presentation of an invoice/receipt.

44. VOLUNTARY SEPARATION

- 44.1** Nothing in this Agreement shall prevent the University from entering into an agreement of voluntary separation with an employee on terms mutually agreeable at any time so long as the value of such a package is not less than the money value provided in accordance with clause 47 Redundancy.
- 44.2** Any employee who accepts a voluntary separation payment is required to sign an undertaking to refund to the University that proportion of the voluntary separation payment applying to the period of re-employment should they be re-employed in any capacity (including employment in a temporary, part-time or casual or consultancy or contracting capacity) at the University within the period covered by the voluntary separation payment. The repayment covers the relevant proportion of the voluntary separation payment but excludes any pay in lieu of notice.

45. 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 employee's primary place of employment. The University will manage the transfer in a transparent manner and therefore, prior to such a transfer, an employee will be advised of the rationale for the transfer. Any suitability assessment will be based on whether the employee after a reasonable period of time with access to training would be able to satisfactorily perform the duties.

46. REDEPLOYMENT

- 46.1** Following the finalisation of the change process, and after placing any "displaced" employees within the new structure, the University will invite, in writing, any other employees to elect, within ten (10) working days, whether he or she wishes to be considered for redeployment within the University or to be retrenched.
- 46.2** Where an employee elects to be considered for redeployment, the University will take all reasonable steps, during a period of six (6) months commencing from the date when the notice of election is received, to identify a position or positions within the University to which the displaced employee may be redeployed. At the end of the six (6) month period, where the employee has been unable to be redeployed into a suitable position, the University will proceed to retrench the employee in accordance with clauses 47.3 to 47.5.

- 46.3** A redeployment review period of up to three months may apply before the appointment is confirmed. The assessment for suitability of redeployment into a particular position will be based on the employee's skills, abilities and qualifications, and capacity to satisfactorily perform the duties of the position. A redeployment review will be for the purpose of ensuring that the employee can reasonably fulfill the job requirements.
- 46.4** During the periods referred to in sub clauses 46.1 and 46.2 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.
- 46.5** 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.
- 46.6** A displaced employee may be redeployed to a position classified up to two levels lower than that of the position previously occupied in which case the employee's existing salary will be frozen until the pay rate for the top step of the lower classified position overtakes the rate.
- 46.7** A displaced employee who elects to be considered for redeployment but for whom a continuing position has not been identified within the period referred to in sub clause 46.2 will be retrenched.

47. REDUNDANCY

- 47.1** 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.
- 47.2** An employee will not be disadvantaged as a result of being made redundant in accepting future employment at the University at any point through an open and competitive merit selection process.

Retrenchment Pay

- 47.3** The minimum value of the voluntary separation/retrenchment package will be the greater of the Redundancy Pay prescribed in the National Employment Standards or no less than two (2) weeks for every completed year of continuous service (part time service will be calculated on a pro rata basis).
- 47.4** Where an employee is 45 years of age or older and has completed two (2) years continuous service with the University the employee will be entitled to an additional four (4) weeks pay.
- 47.5** The maximum retrenchment package payable under sub clauses 47.3 and 47.4 will be no more than 52 weeks.
- 47.6** Employees who elect retrenchment within the ten (10) day consideration period specified in clause 46.1 will be entitled to a further twenty four (24) weeks lump sum payment, in addition to the standard redundancy payments as prescribed in sub clauses 47.3 to 47.5 above.

Notice Period

- 47.7** An employee who is retrenched will be entitled to four weeks payment in lieu of notice in addition to the retrenchment payment.
- 47.8** For employees, in addition to this period of notice, employees who are over 45 years of age at the time of giving of notice and who have at least two (2) years of continuous service with the University will receive an additional one (1) week of notice.

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

PART G – MANAGING PERFORMANCE

48. PERFORMANCE PLANNING, DEVELOPMENT AND REVIEW SYSTEM

- 48.1** 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.
- 48.2** The University is also committed to providing all employees with career development opportunities when they are available.
- 48.3** The Performance Planning, Development and Review System applies to all employees (excluding casual employees).
- 48.4** The Performance Planning, Development and Review System is designed to provide all employees with an opportunity to plan and discuss career and development options with their supervisor.
- 48.5** The UNE Performance Planning, Development and Review System will:
- 48.5.1** enhance the flexibility, performance and efficiency of employees in all required skills, while encouraging innovation and diversity, and in particular develop and build leadership, management and supervisory and technical skills;
 - 48.5.2** provide effective and fair processes for the assessment of employees performance, including the opportunity for employees to contribute fully to the process, respond to comments and suggestions;
 - 48.5.3** provide appropriate career development and training, and encourage and facilitate professional growth, skills acquisition, job satisfaction and career planning;
 - 48.5.4** ensure performance expectations and workload are reasonable, transparent and appropriate to the employee's classification level, experience and University practices, and that relevant information and support is available;
 - 48.5.5** align individual employee performance with their position, the University's strategic goals and the goals of the work unit, and develop appropriate professional development for employees, taking into account differences in work unit practice and culture;
 - 48.5.6** provide a mechanism for constructive recognition, support and feedback within a supportive and collegial working environment.
- 48.6** A supervisor who identifies unacceptable performance by an employee and wishes to take disciplinary action must follow clause **53 Unsatisfactory Performance** of this Agreement.

Supervisors

- 48.7** Each employee will be advised in writing of their nominated supervisor. Employees may make a case to the relevant Senior Executive for an alternative supervisor to be designated for the purpose of performance management.
- 48.8** Supervisors are responsible for implementing the Performance Planning, Development and Review 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.

48.9 They will discuss with their employees the following matters:

48.9.1 workplace and external developments that affect the employees and their unit;

48.9.2 opportunities for initiatives, innovation and engagement that would directly involve the employees, including realignment of their activities and priorities to best support University strategies;

48.9.3 review of problems or issues that have arisen in the past and solutions that can be implemented by the employees to prevent or mitigate future problems/issues;

48.9.4 training and professional development needs of the employees;

48.9.5 any other matter that any employee raises.

Employees should discuss career development opportunities with their supervisor

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

48.10 Career development opportunities that may be appropriate through the Performance Planning, Development and Review 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.

48.11 All employees will undertake training in relation to Performance Planning, Development and Review. This training will be completed prior to the Performance Planning, Development and Review System process being initiated by the supervisor.

49. SECONDMENT

49.1 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.

49.2 Prior to initiating a secondment, consideration shall be given to the suitability of staff:

49.2.1 currently being considered for redeployment into positions; and

49.2.2 who have applied to the University secondment register (for secondments where the duration is six (6) months or less).

49.3 A secondment not filled through the process above must be advertised through an expression of interest.

49.4 A secondment must not exceed twelve (12) months, except where a strong business case supports a secondment for a period exceeding twelve (12) months, and has Vice-Chancellor, or nominee, approval.

49.5 Staff on secondment will return to their substantive position at the end of the agreed secondment period.

49.6 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.

49.7 The University secondment policy and procedures will apply for all secondments.

50. PROFESSIONAL DEVELOPMENT FUND

- 50.1** 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.
- 50.2** 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 Organisational and Cultural Development Unit of Human Resource Services and will provide support for professional development activities that have been identified through the annual performance planning and review process.
- 50.3** 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.
- 50.4** 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.

51. STUDY, EXAMINATION AND GRADUATION LEAVE

- 51.1** In addition to the professional development activities identified through an employee's Performance Planning, Development and Review, employees are eligible to apply for study leave, examination leave and graduation leave. Approval is subject to University approval that the course of study is relevant to the employee's current work, career development, or for other reasons. The provision of time-off without loss of pay for study leave, examination leave and graduation leave for an employee will be in accordance with the relevant university policy and is at the discretion of the university.
- 51.2** Where appropriate, employees may attend formal courses/training where mutually agreed between the supervisor and the employee concerned.

52. INCREMENTAL PROGRESSION

- 52.1** 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.
- 52.2** An employee will proceed by annual increment to the next salary point within the applicable classification subject to demonstrating satisfactory performance, and where appropriate, acquiring and using additional skills, experience and knowledge within the ambit of the classification.
- 52.3** 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:
- 52.3.1** a supervisor has concerns that an employee's performance would not justify the award of an increment; and

- 52.3.2** the employee has previously been informed of the concerns in writing and has been given a reasonable opportunity to respond to the concerns; and
- 52.3.3** the employee has been given a reasonable opportunity to improve the performance to the standard required to progress to the next incremental step and their performance has not improved.
- 52.4** If the supervisor still has concerns about the employee's performance then the provisions of clause 53 must be initiated as unsatisfactory performance.
- 52.5** An employee's increment will be withheld until their performance improves sufficient for the increment to be granted. There will be no retrospective granting of an increment prior to such performance improvement.
- 52.6** Any dispute arising out of this clause will be dealt with in accordance with clause 61, Dispute Resolution Procedures. Where the outcome of the dispute or unsatisfactory performance procedures identify that movement between salary points should have occurred, adjustment to salaries and entitlements will be paid retrospectively to the employee's anniversary date.

53. UNSATISFACTORY PERFORMANCE

- 53.1** The purpose of this clause is to ensure that issues of unsatisfactory performance are managed in a consistent and transparent manner. Employees are to be provided with all relevant information on issues of concern and given opportunity and support to improve their performance. Supervisors must provide employees with regular feedback on their performance as outlined in Clause 48 (Performance Planning, Development and Review System).

Definitions

- 53.2** "Unsatisfactory Performance" means a level of performance that is unacceptable, and may include, but is not limited to:
 - (a)** unsatisfactory, inefficient or negligent performance of the specified duties of the position held;
 - (b)** persistent, unsupported absence or lateness, or persistent unavailability;
 - (c)** 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
 - (d)** inadequate completion of administrative tasks or other responsibilities without reasonable justification.

Management of Unsatisfactory Performance

- 53.3** Supervisors are responsible for managing the performance of employees reporting to them.
- 53.4** At any time in this process an employee can seek the advice and support of Human Resource Services.
- 53.5** Before taking the other measures set out in this clause a supervisor must make every reasonable effort to resolve instances or aspects of an employee's performance which are viewed as possibly unsatisfactory. This includes provision of guidance, support, counselling, appropriate staff development measures and, if considered necessary, variation of work

allocation. Only when all such efforts fail to rectify the possible unsatisfactory performance should the following formal process be undertaken.

- 53.6** Where a supervisor forms the view that the performance of an employee is unsatisfactory the supervisor will:
- 53.6.1** meet with the employee and inform the employee of the aspects of performance which are viewed as being unsatisfactory; and
 - 53.6.2** document within a performance improvement plan the improvements required to resolve the employee's unsatisfactory performance. This includes a reasonable review period within which the necessary improvements are expected and set dates during that period when progress will be reviewed; and
 - 53.6.3** if considered appropriate, direct the employee to undertake specified staff development activities; and
 - 53.6.4** provide the employee with an opportunity to bring to attention any mitigating circumstances or other relevant matters; and
 - 53.6.5** take into account any mitigating circumstances or other relevant matters which the employee may bring to attention and provide the employee with a document which sets out the matters referred to in 53.6.1 to 53.6.4 at the commencement of the review period.
- 53.7** If at the conclusion of the first review period the supervisor is of the view that the employee's unsatisfactory performance has not been resolved, the supervisor will undertake a further review and determine if there are additional support and development options, which may include counselling, to provide the employee with further opportunity to improve their performance.
- 53.8** If at the conclusion of a review period the supervisor is of the view that the employee's performance has improved, the supervisor will advise the employee in writing that the unsatisfactory performance process has been completed.
- 53.9** If at the conclusion of the second review period the supervisor is of the view that the employee's unsatisfactory performance has not been resolved, the supervisor will report the matter to the Head of Cost Centre. Any report must set out the aspects of the employee's performance viewed as being unsatisfactory, together with the steps taken to improve their performance. A copy must be provided to the employee at the same time it is submitted to the Head of Cost Centre. The employee may submit a written response to the Head of Cost Centre within ten (10) working days.
- 53.10** Where the supervisor is also the Head of Cost Centre (or Vice-Chancellor) a report referred to in subclause 53.9 will be made to the appropriate Senior Executive and a copy provided at the same time to the employee.
- 53.11** Upon receipt of a report made in accordance with subclause 53.9 or 53.10, and the employee's written response, where relevant, the Head of Cost Centre or Senior Executive will:
- 53.11.1** meet with the employee; and
 - 53.11.2** consider the report and any response submitted by the employee; and
 - 53.11.3** determine whether the steps required by this clause have been undertaken; and
 - 53.11.4** if so, determine whether a reasonable opportunity has been afforded to the employee to resolve the unsatisfactory performance; and

- 53.11.5** determine whether any mitigating circumstances or other relevant matters brought to attention by the employee have been taken into account; and
- 53.11.6** where the employee has so requested, confidentially consult with colleagues of the employee.
- 53.12** Where the Head of Cost Centre or Senior Executive is not satisfied in relation to any of the matters set out in subclause 53.11.1 to 53.11.6, the report must be returned to the supervisor with a direction as to the measures to be undertaken to satisfy subclause 53.11.1 to 53.11.6 and the employee advised of those measures.
- 53.13** Where the Head of Cost Centre or Senior Executive is satisfied in relation to each of the matters set out in subclause 53.11.1 to 53.11.6, they may:
- 53.13.1** dismiss the matter; or
- 53.13.2** where there is substance in the allegations, reprimand the employee, and a copy of the formal notice of reprimand recorded on the employees personnel file; or
- 53.13.3** where the seriousness of the matter warrants, recommend to the Vice-Chancellor disciplinary action, which is limited to:
- (a) withholding a salary increment for up to one (1) year; or
- (b) the reallocation of duties, or transfer to another role, where appropriate, which may result in a reduction in level and subsequent reduction in salary; or
- (c) that consideration is given to termination of employment. Termination of employment would only be for unresolved unsatisfactory performance.
- 53.14** The Head of Cost Centre or Senior Executive must advise the employee in writing of the outcome.
- 53.15** For action taken in accordance with subclause 53.13.2 - 53.13.3, the Head of Cost Centre or Senior Executive must advise the employee they may seek a review of the decision in accordance with subclause 53.16.
- 53.16** A review of the action taken in accordance with subclause 53.13.2 - 53.13.3 must be on one or more of the following grounds:
- 53.16.1** there is insufficient evidence to support the finding of unsatisfactory performance;
- 53.16.2** the procedures of this clause have not been followed;
- 53.16.3** the proposed disciplinary action is unreasonable in light of the level of unsatisfactory performance.
- 53.17** The request for a review must be in writing, to the Vice-Chancellor, and received within five (5) working days from the receipt of the written advice, in accordance with subclause 53.14.
- 53.18** Where the employee seeks a review of the decision, in accordance with subclause 53.16, the Vice-Chancellor must establish a Review Panel within ten (10) working days to consider the case for review.
- 53.19** Where an employee does not seek a review of a recommendation, in accordance with subclause 53.16 within five (5) working days, the Vice-Chancellor will consider the recommendations of the Head of Cost Centre or Senior Executive and any written response

from the employee and will determine such action as is deemed reasonable and appropriate in accordance with this clause. The Vice Chancellor will advise the employee in writing of their decision within ten (10) working days from the receipt of the written advice, in accordance with subclause 53.13.3.

Review Panel

53.20 A Review panel will be constituted as follows:

- (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.

53.21 The panel members will not have been materially involved in any way in the process.

53.22 The panel will convene no later than ten (10) working days from the date of receipt of the request for review, unless the Vice-Chancellor and the affected employee mutually agree an alternative timeframe.

53.23 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) 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.

53.24 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.
- 53.25** Upon receipt of the Review Panel's Report, the Vice-Chancellor will consider the Report of the Review Panel, any recommendations of the Head of Cost Centre or 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.
- 53.26** The Vice Chancellor will advise the employee in writing of their decision within five working days.
- 53.27** 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.

54. MISCONDUCT/SERIOUS MISCONDUCT

54.1 **Misconduct** may include, but is not limited to:

- 54.1.1** conduct which constitutes an impediment to the carrying out of the employee's work or that of other employees; or
- 54.1.2** wilful and/or negligent abuse of University resources;
- 54.1.3** failure to comply with a reasonable instruction, which is consistent with the employee's employment duties, given by a person who has a supervisory responsibility for the employee.

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

- 54.2.1** conduct of a kind that constitutes a serious impediment to the carrying out of an employee's duties or is seriously detrimental to colleagues carrying out their duties or members of the public; or
- 54.2.2** serious dereliction of duties required of the position, a serious abuse of University resources, a serious breach of the University's Code of Conduct or other publicly available policies of the University; or
- 54.2.3** conviction by a Court of a serious criminal offence which constitutes a serious impediment to the carrying out of employee's duties or to other employees carrying out their duties.
- 54.2.4** conduct which causes an imminent and serious risk to the health and safety of any person, or the reputation, viability, or financial loss of the University;
- 54.2.5** persistent and/or repeated misconduct of a nature that warrants the matter be deemed serious.

Procedures

- 54.3** For the purposes of this clause, a University Officer will mean a relevant senior 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.
- 54.4** An allegation/s of misconduct/serious misconduct must be dealt with in a timely manner. Where delays cannot be avoided, an explanation for the delay should be provided to the parties involved.

- 54.5** Where there is an allegation/s of misconduct or serious misconduct, the supervisor or other relevant University officer will undertake or arrange preliminary investigations or reasonable enquiries to determine an appropriate course of action to deal with the matter. This may include talking to the employee who is the subject of the allegations.
- 54.6** Where the supervisor or relevant University officer considers there is no merit to the allegation(s) the matter will be dismissed and the employee notified in writing.
- 54.7** Where the supervisor or relevant University officer considers there is merit in the allegation/s, and that the allegation/s may constitute misconduct or serious misconduct, a written report containing formal allegation/s of misconduct/serious misconduct will be prepared and referred to the Head of Cost Centre (or relevant University officer if the University believes appropriate given the nature of the allegations) and a copy provided to the employee.
- 54.8** The Head of Cost Centre or relevant University officer (hereafter referred to as 'the Delegate') will consider any formal allegation/s of misconduct and/or serious misconduct.
- 54.8.1** If it is considered that the allegation/s warrant no further action or should be dismissed, the Delegate will advise the employee accordingly and the matter will be closed.
- 54.8.2** If it is considered that the allegation/s warrant being taken further, then the Delegate may proceed to deal with the matter in accordance with clauses 54.9 – 54.13.
- 54.9** Where the Delegate proceeds with the matter in accordance with subclause 54.8.2, the Delegate will notify the employee in writing and in sufficient detail to enable the employee to understand the precise nature of the allegation/s and to properly consider and respond to them. The employee will be given ten (10) working days to submit a written response.
- 54.10** Where the employee fails to provide a written submission without reasonable explanation, the Delegate may proceed to determine the case in accordance with 54.12. Where a reasonable explanation is provided, the Delegate will notify the employee in writing that they have an additional ten (10) working days to provide a written response.
- 54.11** Where the employee denies the allegation/s in full, or admits in some parts but denies in others, the Delegate will establish a Misconduct Investigation Committee within 10 working days (where practicable) to consider the allegation/s that the employee has denied. The employee will be advised in writing.
- 54.12** Where the employee admits the allegation/s in full, or is prepared to accept the allegation/s in full, or fails to provide a written response in accordance with subclause 54.10, the Delegate may take one of the actions listed below and advise the employee accordingly:
- 54.12.1** dismiss the matter; or
- 54.12.2** counsel and/or censure the employee for unsatisfactory behaviour and/or arrange for appropriate professional development; or
- 54.12.3** refer the matter in writing to the relevant senior executive.
- 54.13** Where action is taken in accordance with subclause 54.12.1 – 54.12.2, action as per 54.21 will occur.
- 54.14** Where the Delegate refers the matter to the relevant senior executive in accordance with subclause 54.12.3, the relevant senior executive assesses that the conduct is misconduct or serious misconduct, and may, after considering any mitigating circumstances, take appropriate action as set out below;

- 54.14.1 reprimand the employee, and a copy of the formal notice recorded on the employees personnel file; or
- 54.14.2 recommend to the Vice-Chancellor disciplinary action, which is limited to:
 - (a) withholding a salary increment for up to one (1) year; or
 - (b) 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
 - (c) that consideration is given to termination of employment. Termination of employment would only be for serious misconduct.

Misconduct Investigation Committee

- 54.15 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).
- 54.16 Where such a Committee is established, it will comprise:
 - 54.16.1 A Chairperson (who is not a union official) appointed by the Vice-Chancellor from a list of Chairpersons agreed between the University and CPSU or NTEU;
 - 54.16.2 an employee nominated by the University; and
 - 54.16.3 an employee nominated by the CPSU or NTEU.
- 54.17 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.
- 54.18 The Committee will:
 - 54.18.1 conduct proceedings in private, unless the employee and the University agree otherwise;
 - 54.18.2 allow the employee and the University to be assisted and/or represented by a person of their choice who is an employee of the University, or by an officer of a relevant employer association or the NTEU or the CPSU (but not a solicitor or barrister in private practice);
 - 54.18.3 provide an opportunity for the employee to be interviewed, and ensure an adequate opportunity to answer the allegation/s and to put a case;
 - 54.18.4 interview any other person and consider any further material as it believes appropriate to establish the merits or facts of the case;
 - 54.18.5 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);
 - 54.18.6 conduct all proceedings as expeditiously as possible consistent with the principles of procedural fairness;

- 54.18.7 keep a record of the proceedings (but not its own deliberations) which will be available to either party on request; and
- 54.18.8 make its report available to the Vice-Chancellor and the employee within ten (10) working days of the conclusion of the proceedings.

Actions following the Committee's Report

- 54.19 The employee will have ten (10) working days after being sent the Investigation Committee's report or a report pursuant to sub clause 54.14.2c) 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.
- 54.20 The Vice-Chancellor will consider the report and any written response from the employee and will determine such action as he/she deems appropriate. Termination of employment would only be for serious misconduct. For matters that have been before a MIC, if the Vice-Chancellor believes that the matter(s) may constitute serious misconduct he/she may request the record of the proceedings of the Investigation Committee and any other information used by the Investigation Committee to make its findings before making a decision.
- 54.21 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.
- 54.22 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

- 54.23 The Vice-Chancellor may suspend the employee pending further investigation if the alleged conduct creates a reasonable expectation of imminent or serious risk to any person/s or to the University's business. Where such suspension occurs, the suspension will be on full pay and all time on suspension shall count as service for all purposes. The staff member will be advised in writing of the reasons for the suspension.
- 54.24 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.

55. DOCUMENTATION

- 55.1 A record of any formal meetings dealing with performance or reports there from will be kept and a copy supplied to the employee concerned.
- 55.2 Where a document relating to an employee's performance is held by the University, the employee must be given a copy of the document and an opportunity to reply to any matters raised therein.
- 55.3 All documentation relating to the procedures set out in this Part must be handled securely and in confidence.

PART H – CESSATION OF EMPLOYMENT

56. RESIGNATION

- 56.1** A continuing or fixed term employee may resign from their employment with the University by giving (in writing) two weeks' notice.
- 56.2** Unless otherwise agreed, an employee will forfeit pay equivalent to the notice period (or part thereof dependent on length of notice given) where the full notice period is not provided to the University.

57. TERMINATION OF EMPLOYMENT

- 57.1** The University may, without reference to any other clause within this Agreement, with appropriate notice, terminate the employment of an employee within the first six (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.

Notice upon Termination

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

Period of continuous service	Period of notice
Up to the completion of 3 years	2 weeks
More than 3 years and up to the completion of 5 years	3 weeks
More than 5 years	4 weeks

- 57.3** In addition to this period of notice, employees who are over 45 years of age at the time of giving of notice and who have at least two (2) years continuous service with the University will receive an additional one (1) week of notice.
- 57.4** The period of notice, or payment in lieu thereof, in this clause will not apply where employment is terminated as a consequence of serious misconduct such that it would be unreasonable to require the University to continue employment during a period of notice.
- 57.5** The University may terminate the employment of casual and casual student employees on the giving of one (1) hours notice.

58. ABANDONMENT OF EMPLOYMENT

- 58.1** Where an employee is absent from duty without permission for a continuous period of 5 working days or more, the Head of Cost Centre, or nominee, will make all reasonable attempts to contact the employee requesting the reason for the unauthorised absence.
- 58.2** This will include the Head of Cost Centre, or nominee sending a registered letter to the employee at their last known address informing them that, unless they inform the Head of Cost Centre of the reason for their absence, or unless they return to duty within 10 days after the date of which the letter was sent, the employment of the employee may be terminated.

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

59. MEDICAL RETIREMENT

- 59.1** Where the University believes that the capacity of an employee to perform the duties of his/her position is in serious doubt due to health reasons, the University may require, in writing, any employee to undergo a medical examination by a medical practitioner chosen by the University, on written notice of not less than one month. A shorter period may be mutually agreed having regard to the availability of medical services. Agreement will not be unreasonably withheld.
- 59.2** When the written notice is given, it will contain a copy of this clause, and the employee may elect during the notice period in 59.1 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 subclauses 59.12 to 59.14 apply.
- 59.3** The cost of the medical examination and the reasonable expenses of the employee in attending the examination will be borne by the University.
- 59.4** 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.
- 59.5** Subject to the provision of medical certificates, the employee will be on paid sick leave during the notice period. If the employee's entitlement to sick leave has been exhausted, they can use annual leave or long service leave, if applicable, or if all paid leave entitlements have been exhausted, remain on leave without pay. Additional Sick leave may be approved in accordance with clauses 38.11 to 38.12.
- 59.6** 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.
- 59.7** A copy of the medical report made by the medical practitioner pursuant to sub clause 59.1 will be made available to the University, the employee and the employee's Doctor.
- 59.8** 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 twelve (12) months, the University may medically retire the employee, noting:
- (a) the Vice-Chancellor will make the final determination on whether or not the employee should be medically retired; and
 - (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 six (6) months.

59.9 The University may construe a failure by an employee to undergo a medical examination in accordance with these procedures within 2 months of a written notification to do so as prima facie evidence that such a medical examination would have found that the employee is unable to perform his or her duties and is unlikely to be able to resume them within 12 months. The University may then 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.

Appeal medical report

59.10 If the employee wishes to appeal the findings contained in the medical report, the employee must do so by:

59.10.1 giving the University written notice of the intention to appeal within 14 days of the report being made available;

59.10.2 lodging any appeal documents within one month of the notice of appeal, including a report from a suitably qualified medical practitioner which states an alternate view to that contained in the medical report.

59.11 Where an appeal has been lodged by an employee in accordance with sub clause 59.10, the employee will be referred to their superannuation scheme to determine whether the employee would qualify for a temporary or permanent disability pension. Both the medical reports referred to in sub clauses 59.7 and 59.10 will be provided to the superannuation scheme. The Vice Chancellor or nominee will make a final determination on whether or not the employee should be medically retired considering the determination of the superannuation scheme. The University will not medically retire an employee unless and until the findings of the report are confirmed by the appeals process.

Superannuation applications

59.12 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, or the employee is demonstrably meeting prerequisites in order to make such an application.

59.13 Where the superannuation fund decides that the employee, following a period of receipt of a temporary disability benefit, is capable of resuming work and the University elects to dispute this decision, the University may proceed in accordance with this clause without further recourse to the provisions of sub clause 59.2.

59.14 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 I – GRIEVANCES and DISPUTE RESOLUTION PROCEDURES

60. GRIEVANCE RESOLUTION

60.1 Operation of clause

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

60.1.2 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 61. 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.

60.1.3 A grievance may relate to:

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

60.1.4 A grievance does not relate to:

- (a) any issue which may be dealt with through other provisions of this Agreement, by Fair Work Commission, by a Court or by a statutory authority;
- (b) any interpersonal dispute which does not relate to employment issues.

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

60.2 Definitions

60.2.1 **Complaint** means an informal concern expressed by an employee about an issue relating to their employment.

60.2.2 **Complainant** means the employee(s) who has/have lodged a complaint or grievance.

60.2.3 **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.

60.2.4 **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.

60.2.5 **Principles of Natural Justice** means procedural fairness, which means adherence to all 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, documentation, and reasons for decisions.

This means that a respondent to a complaint or grievance must be provided with:

- (a) the relevant details of the complaint to enable the respondent to formulate a response;
- (b) the processes as set out in this clause by which the matter is to be resolved;

- (c) every opportunity to put their case and respond to the complaint during the investigation.
- (d) 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 the opportunity to 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.

60.2.6 Respondent means one or more persons who are the subject of the complainant's grievance.

60.2.7 Support person means a UNE employee, who is not a practicing solicitor or barrister, and whose role is to support either the complainant or the respondent.

60.2.8 Union representative means a union nominee, who is not a practicing solicitor or barrister, and whose role is to advise and support either the complainant or respondent, and to contribute to the proper handling of a grievance.

60.2.9 University Member means a relevant University Officer who does not have a direct interest in the matter.

60.3 Principles

60.3.1 The University is committed to maintaining and developing a harmonious, fair and productive working environment.

60.3.2 In accordance with the principles outlined in this clause, this clause provides the processes to be used for:

- (a) complaint resolution through informal processes; and
- (b) formal grievance resolution.

60.3.3 The processes set out in this clause aim to:

- (a) prevent personal conflicts from becoming entrenched;
- (b) resolve complaints without unreasonable delay and wherever possible in a conciliatory and effective manner; and
- (c) conciliate grievances, but where proven not to be possible, then determine the matters formally by following the procedures set out in this clause.

60.3.4 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.

60.3.5 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.

60.3.6 The principles of natural justice will apply to all parties.

- 60.3.7 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, and be consistent with the principles of natural justice.
- 60.3.8 Early resolution of complaints and grievances is encouraged.
- 60.3.9 Facilitation of a resolution will be done as close to the source as possible.
- 60.3.10 Complainants and respondents may be accompanied by a support person of their choice at any meeting with the University Member or Investigating Officer or other University Officer where a complaint or grievance is to be discussed.
- 60.3.11 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.
- 60.3.12 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.
- 60.3.13 The University will not tolerate frivolous or vexatious grievances.
- 60.3.14 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, Human Resource Services, who will determine whether the police should be notified.

60.4 Procedures

- 60.4.1 At all stages of these procedures employees will continue to work in accordance with the directions of the University Member.
- 60.4.2 Where relevant, in the first instance any party to a complaint may choose to meet with a senior officer in Human Resource Services to obtain information about the relevant University policies and procedures and support services available.

60.5 Complaint: Informal resolution (Stage 1)

- 60.5.1 An employee who has a complaint should, where possible, seek resolution of the problem at the earliest time with the respondent(s) directly.
- 60.5.2 If the complaint cannot be settled in this way by the complainant, then the matter should be referred to their supervisor who will attempt to resolve the matter informally. Where the complaint is against the complainant's supervisor, the matter should be referred to supervisor of the supervisor.
- 60.5.3 Only where informal resolution of a complaint is not possible or appropriate should the process be formalised and be dealt with under Formal Grievance: Conciliation.

60.6 Formal Grievance: Conciliation (Stage 2)

60.6.1 To seek formal resolution of a grievance, the complainant must submit a completed Staff Grievance Form, along with any associated supporting documentation and evidence, to the University Member, including the following the:

- (a) nature of the complaint(s);
- (b) attempts made to resolve the complaint; and
- (c) complainant's preferred remedy to resolve the complaint.

- 60.6.2** In submitting the Staff Grievance Form and supporting material, the complainant accepts that insufficient information provided in the documentation may restrict the ability of the University Member to investigate the complaint fully.
- 60.6.3** The University Member is not required to provide the respondent with a copy of the Staff Grievance Form, though is required to provide the following:
- (a) the relevant details of the complaint to enable the respondent to formulate a response in the case of an investigation;
 - (b) all associated documentation and evidence provided by the complainant;
 - (c) a copy of the processes set out in this clause by which the matter is to be resolved;
 - (d) opportunities to put their case and respond to the grievance during the investigation.
- 60.6.4** The University Member, prior to proceeding to the investigation stage, must hold discussions with both the complainant and respondent (independently or together).
- 60.6.5** The University Member will aim to hold these discussions with the complainant and the respondent within five (5) working days of receipt of the grievance.
- 60.6.6** During these discussions, the University Member will:
- (a) keep a record of proceedings;
 - (b) identify the key concerns of each party; and
 - (c) convey to the complainant and respondent an appropriate course of action to resolve the grievance; and
 - (d) confirm with the complainant if the course of action has resolved the grievance.
- 60.6.7** Where the steps taken in 60.6.6 result in an agreed resolution between the complainant and the respondent, the University Member shall record on the Staff Grievance Form the outcome and course of action for resolving the grievance, and provide a copy of the form to the complainant and respondent, and record in accordance with UNE records management protocols.
- 60.6.8** Where the steps taken in 60.6.6 do not result in an agreed resolution, the University Member shall record this on the Staff Grievance Form, including any matters that have been resolved through that process. Then the University Member shall:
- (a) 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, Human Resource Services.
 - (b) provide copies of the Staff Grievance Form to the complainant and the respondent.
 - (c) provide a copy of the Staff Grievance Form and any supporting documentation to the Director, Human Resource Services, for referral to the Staff Grievance Resolution Panel.

60.7 Formal Grievance: Investigation (Stage 3)

- 60.7.1** At the request of the Director, Human Resource Services, the Staff Grievance Resolution Panel will be formed within ten (10) working days and comprise:
- (a) the Director, Human Resource Services, or nominee; and
 - (b) an employee nominated by the relevant union.
- 60.7.2** Within five (5) working days, the Staff Grievance Resolution Panel will determine:
- (a) whether the grievance not be investigated because the Panel has formed the opinion that the grievance is resolved, or frivolous, or trivial, or vexatious, or materially and demonstrably a matter previously dealt with, or not made in good faith, or made directly in reprisal, or would place unreasonable imposition on University resources; or
 - (b) whether the grievance shall be investigated; and
 - (c) the name of the Investigating Officer investigating the grievance; and
 - (d) whether the alleged action/s or behaviours may amount to misconduct or serious misconduct, in which case, the matter will be addressed in accordance with the relevant Collective Agreement's Misconduct/Serious Misconduct procedures.
- 60.7.3** In the case of 60.7.2.a, the Staff Grievance Resolution Panel will provide the complainant with the grounds supporting the decision.
- 60.7.4** The complainant and respondent will be notified of the decision of the Staff Grievance Resolution Panel.
- 60.7.5** 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:
- (a) the nature of the grievance;
 - (b) the name of the Investigating Officer investigating the grievance;
 - (c) their opportunity to clarify immediately any matter regarding the grievance.
- 60.7.6** The Investigating Officer will provide the respondent with the:
- (a) full and precise details of the grievance to enable the respondent to formulate a response;
 - (b) time, date and place for the interview or for participating in a telephone conference instead of attending an interview;
 - (c) right to be accompanied by a support person;
 - (d) 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).
- 60.7.7** 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.

60.7.8 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.

60.7.9 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.

60.8 Outcome of the Investigation

60.8.1 Within ten (10) working days of receipt of the Investigating Officer's report, a Senior Executive will respond to the report's recommendations.

60.8.2 The Senior Executive may recommend that the:

- (a) Investigating Officer's recommendations be implemented in full;
- (b) Investigating Officer's recommendations be implemented in part;
- (c) Investigating Officer's recommendations be set aside;
- (d) grievance be dismissed.

60.8.3 Where the Senior Executive determines that the alleged action/s or behaviour/s may amount to misconduct or serious misconduct, the matter will be addressed in accordance with the relevant Collective Agreement's Misconduct/Serious Misconduct procedures.

60.8.4 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.

61. DISPUTE RESOLUTION PROCEDURES

61.1 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.

61.2 Until the procedures described in subclause 61.3 have been completed:

61.2.1 work must continue in the normal manner prevailing at the time of the dispute. However, depending on the nature of the dispute, the matters in dispute will not be implemented or continued so long as this would not unduly disrupt the work of the University or have a significant negative financial impact.

61.2.2 nothing must be changed which is the subject of the dispute except to the extent necessary to address, where applicable, an occupational health and safety risk;

61.2.3 no industrial action will be taken about the dispute; and

61.2.4 no action will be taken which may exacerbate the dispute.

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

61.3.1 In the first instance, an employee/s and/or their NTEU/CPSU representative/s, and the University representative/s will discuss the dispute and attempt to reach

Agreement within seven calendar days of the dispute first being notified in writing unless agreed otherwise.

- 61.3.2** At the election of either party to the dispute, where they believe it would be beneficial to have further discussion, within seven days or other agreed timeframe, at least one further meeting will be held to attempt to resolve the matter.
 - 61.3.3** During this internal process, the employee and the University may request representation by a person or organisation of their choice.
 - 61.3.4** Should the dispute not be resolved by the process referred to above, the matter may be referred by any party to the dispute to 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 an appeal to the Full Bench of the FWC.
- 61.4** Nothing in this clause prevents the parties to the dispute from agreeing to refer an unresolved dispute to a person or body other than FWA for resolution, in which case the parties agree to be bound by any recommendation to resolve the dispute, made by the agreed person or body. Such agreed person or body may exercise such powers and functions as the parties agree are appropriate at the time.

PART J – MISCELLANEOUS

62. WORK HEALTH AND SAFETY

- 62.1** The University is committed to creating and maintaining a healthy and safe working environment. The appropriate *UNE Occupational Health and Safety Policy* will apply as amended from time to time.
- 62.2** Employees have a right to:
- 62.2.1** have a safe and healthy workplace;
 - 62.2.2** know what health and safety risks they are exposed to at work;
 - 62.2.3** appropriate health and safety: (i) induction; (ii) instruction, training and supervision;
 - 62.2.4** have the information they need to work safely, such as safe work practices;
 - 62.2.5** access to adequate first aid facilities which will be provided by the University;
 - 62.2.6** provision of personal protective equipment by the University;
 - 62.2.7** a smoke-free working environment.
- 62.3** Employees will be advised through established WHS consultative systems about identified health and safety risks in their work areas and measures to eliminate or control them.
- 62.4** A risk management process utilising the appropriate Australian Standards will be used to determine the number and location of emergency personnel including, first aid officers. During the period of appointment, first aid officers will be paid an allowance as set out in Schedule 3. The first aid allowance will increase in accordance with the salary increases applicable to this Agreement

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

63. INTELLECTUAL PROPERTY

63.1 Intellectual property rights include:

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

63.1.2 recognition of the moral rights of employees over intellectual property;

63.1.3 recognition of the University's rights in intellectual property ;

63.2 Appeals over intellectual property matters which are not able to be resolved in the first instance by the employee and supervisor may be referred by either party to the PVC (Research). If the matter remains unresolved either party may lodge a dispute in accordance with clause 61.

64. OFFICE FACILITIES

64.1 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.

65. EMPLOYEE INDUCTIONS

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

66. PAYROLL DEDUCTIONS

66.1 As a service to its employees, the University shall provide for the deduction of union dues from salary at a rate or amount advised from time to time as payable under the Union's rules, where this has been authorised by the employee. There shall be no charge to the employee for this service. The employee or the Union shall be entitled to cancel the arrangement by advice in writing.

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

66.3 The University shall provide to any Union member, where the Union member has authorised this, for the deduction of an amount from each pay in favour of Australian People for Health Education and Development Abroad (APHEDA).

67. UNION RIGHTS

67.1 Accredited union delegate shall mean an employee who has been elected, in accordance with the respective union's rules, to one of the following:

- the UNE CPSU Branch Committee, and/or
- the UNE NTEU Campus Executive, and/or
- a State or National Conference, Executive, Committee of Management or Council of the union.

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

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

67.2 **Leave to Attend Trade Union Courses** - The University will grant accredited union delegates leave with pay to attend union training of up to 5 days per year. Such leave shall count as service for all purposes.

67.3 **Leave to Attend External Union Meetings** - The University will grant accredited union delegates leave with pay to attend external union meetings of up to 5 days per year. The granting of leave will apply to the following activities undertaken by a Union delegate: Conferences of the Union, Meetings of the Union's Executive, Committee of Management or Councils; Conference of the Unions NSW, and Conferences of the Australian Council of Trade Unions.

67.4 Such leave shall count as service for all purposes.

Time Release

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

67.6 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.

67.7 Authorised union activities will include: attending an industrial tribunal as a participant or witness where the University is a party to the proceedings, attending a union seminar or delegates' council or committee meeting; attending meetings with workplace management and a reasonable period of preparation time before such meetings, presenting information about the union at the completion of induction sessions for new employees, and distributing official union publications or other authorised material at the workplace.

67.8 **Union meetings** - Unions may hold meetings of members on the premises of the University. Union meetings will be held during meal or other work breaks and may only be held during working hours if agreed between the union and the University.

67.9 **Notices and resources** - 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.

68. FLEXIBILITY

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

68.1.1 Salary Packaging

An employee may elect packaging of salary for superannuation and other items that may be approved in accordance with University policy from time to time.

68.1.2 Purchased Leave

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

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

68.2 The University may agree to a request, provided the employee and the University genuinely agree to the arrangement without coercion or duress, and the employee is better off overall than they would have been if no agreement were entered into.

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

68.2.1 the agreement does not result, on balance, in a reduction in the overall terms and conditions of employment of the individual employee under this agreement; and

68.2.2 the agreement does not result in a reduction in the terms and conditions of employment of the individual employee under any other relevant laws of the Commonwealth or any relevant laws of a State or Territory.

68.3 The University when seeking to enter into an agreement must provide a written proposal to that employee. Where the employee's understanding of written English is limited the University must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.

68.4 The University must ensure that the individual flexibility arrangement:

68.4.1 is in writing; and

68.4.2 includes the name of the University and employee; and

68.4.3 is signed by the University and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and

68.4.4 includes details of:

(a) the terms of the enterprise agreement that will be varied by the arrangement; and

(b) how the arrangement will vary the effect of the terms; and

- (c) how the agreement does not disadvantage the individual employee in relation to the terms and conditions of his or her employment as a result of the arrangement; and

68.4.5 states the day on which the arrangement commences.

68.5 The University must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

68.6 The University or employee may terminate the individual flexibility arrangement:

68.6.1 by giving no more than 28 days written notice to the other party to the arrangement and the agreement ceasing to operate at the end of the notice period; or

68.6.2 if the University and employee agree in writing — at any time.

68.7 The University is responsible for ensuring that all of the requirements of this clause are met.

68.8 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.

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

69. CHILDCARE FACILITY

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

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

70. DIGNITY AND RESPECT AT WORK

70.1 UNE's relevant policies and procedures outline that the University is committed to creating and maintaining a working environment of dignity and respect. It is the responsibility of all employees and managers to treat each other with dignity and respect, and to not engage in bullying and harassing behaviours.

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

70.3 If an employee believes they are being bullied, they should follow information outlined in UNE policy and websites relating to preventing bullying at UNE: talk to someone, seek advice, and achieve resolution. Resolution may be achieved in a range of ways, which may include through UNE's mediation policy and procedures, or through a complaint process. The grievance procedure at clause 60 of this Agreement can apply.

SCHEDULE 1 – SALARY RATES – FULL TIME PROFESSIONAL STAFF

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 30 June 2012	2% SALARY INCREASE Paid Administratively 1st Pay Period on or after 1-Jul-2013	1% SALARY INCREASE 1st Pay Period on or after 1-Jul-2013	3% SALARY INCREASE 1st Pay Period on or after 1-Jul-2014	3% SALARY INCREASE 1st Pay Period on or after 1-Jul-2015	3% SALARY INCREASE 1st Pay Period on or after 1-Jul-2016	3% SALARY INCREASE 1st Pay Period on or after 1-Jul-2017
HEO 10	99,761	101,756	102,753	105,836	109,011	112,281	115,650
HEO 9.4	99,724	101,719	102,716	105,797	108,971	112,240	115,608
HEO 9.3	97,715	99,669	100,647	103,666	106,776	109,979	113,279
HEO 9.2	95,484	97,394	98,349	101,299	104,338	107,468	110,692
HEO 9.1	93,255	95,120	96,052	98,934	101,902	104,959	108,107
HEO 8.5	93,121	94,984	95,915	98,792	101,756	104,809	107,953
HEO 8.4	89,901	91,699	92,598	95,376	98,237	101,184	104,220
HEO 8.3	86,681	88,415	89,282	91,960	94,719	97,561	100,488
HEO 8.2	83,459	85,128	85,963	88,542	91,198	93,934	96,752
HEO 8.1	80,241	81,845	82,648	85,127	87,681	90,312	93,021
HEO 7.5	80,126	81,729	82,530	85,006	87,556	90,183	92,888
HEO 7.4	77,987	79,547	80,327	82,737	85,219	87,775	90,409
HEO 7.3	75,844	77,361	78,119	80,463	82,876	85,363	87,924
HEO 7.2	73,704	75,178	75,915	78,192	80,538	82,954	85,442
HEO 7.1	71,563	72,995	73,710	75,922	78,199	80,545	82,961
HEO 6.5	71,508	72,939	73,654	75,863	78,139	80,483	82,898
HEO 6.4	69,894	71,292	71,991	74,151	76,375	78,666	81,026
HEO 6.3	68,285	69,651	70,334	72,444	74,617	76,855	79,161
HEO 6.2	66,670	68,003	68,670	70,730	72,852	75,037	77,288
HEO 6.1	65,056	66,357	67,008	69,018	71,088	73,221	75,418
HEO 5.5	65,011	66,311	66,961	68,970	71,039	73,171	75,366
HEO 5.4	62,853	64,110	64,738	66,680	68,681	70,741	72,863
HEO 5.3	60,696	61,910	62,517	64,392	66,324	68,314	70,363
HEO 5.2	58,538	59,709	60,294	62,103	63,966	65,885	67,861
HEO 5.1	56,377	57,505	58,069	59,811	61,605	63,453	65,357
HEO 4.4	56,353	57,480	58,044	59,785	61,578	63,426	65,328
HEO 4.3	54,916	56,014	56,564	58,260	60,008	61,808	63,662
HEO 4.2	53,477	54,547	55,081	56,734	58,436	60,189	61,995
HEO 4.1	52,040	53,081	53,602	55,210	56,866	58,572	60,329
HEO 3.5	51,945	52,984	53,503	55,108	56,762	58,464	60,218
HEO 3.4	50,886	51,904	52,412	53,985	55,604	57,273	58,991

UNE Professional Staff Collective Agreement 2014-2017

HEO 3.3	49,098	50,080	50,571	52,088	53,651	55,260	56,918
HEO 3.2	47,316	48,262	48,735	50,197	51,703	53,254	54,852
HEO 3.1	45,533	46,444	46,899	48,306	49,755	51,248	52,785
HEO 2.3	45,371	46,279	46,732	48,134	49,578	51,066	52,598
HEO 2.2	44,618	45,510	45,956	47,335	48,755	50,218	51,724
HEO 2.1	43,361	44,228	44,661	46,001	47,381	48,803	50,267
HEO 1.4	43,251	44,116	44,549	45,885	47,262	48,680	50,140
HEO 1.3	42,064	42,906	43,326	44,626	45,965	47,344	48,764
HEO 1.2	40,762	41,577	41,985	43,244	44,542	45,878	47,255
HEO 1.1	39,462	40,251	40,646	41,865	43,121	44,414	45,747

SCHEDULE 2 – SALARY RATES– CASUAL PROFESSIONAL STFF

2.1 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 30 June 2012	2% SALARY INCREASE Paid administratively 1 st Pay Period on or after 1-Jul-2013	1% SALARY INCREASE 1 st Pay Period on or after 1-Jul-2013	3% SALARY INCREASE 1 st Pay Period on or after 1-Jul-2014	3% SALARY INCREASE 1 st Pay Period on or after 1-Jul-2015	3% SALARY INCREASE 1 st Pay Period on or after 1-Jul-2016	3% SALARY INCREASE 1 st Pay Period on or after 1-Jul-2017
1	26.65	27.18	27.4496	28.2730	29.1211	29.9947	30.8946
2	29.28	29.86	30.1584	31.0631	31.9950	32.9549	33.9436
3	30.76	31.37	31.6827	32.6331	33.6121	34.6206	35.6591
4	35.14	35.84	36.1943	37.2801	38.3986	39.5506	40.7371
5	38.08	38.84	39.2224	40.3991	41.6111	42.8594	44.1451
6	43.93	44.80	45.2479	46.6053	48.0034	49.4436	50.9269
7		49.30	49.7841	51.2777	52.8160	54.4004	56.0324
8		55.27	55.8201	57.4947	59.2196	60.9961	62.8260
9		64.24	64.8740	66.8203	68.8249	70.8896	73.0163
10		68.72	69.3999	71.4819	73.6263	75.8351	78.1101

2.2 APPRENTICE SALARY 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 30 June 2012	2% SALARY INCREASE Paid administratively 1 st Pay Period on or after 1-Jul-2013	1% SALARY INCREASE 1 st Pay Period on or after 1-Jul-2013	3% SALARY INCREASE 1 st Pay Period on or after 1-Jul-2014	3% SALARY INCREASE 1 st Pay Period on or after 1-Jul-2015	3% SALARY INCREASE 1 st Pay Period on or after 1-Jul-2016	3% SALARY INCREASE 1 st Pay Period on or after 1-Jul-2017
HEO Apprentice Level 1 (45% of HEO LEVEL 3.1)	20,490	20,900	21,105	21,738	22,390	23,062	23,754
HEO Apprentice Level 2 (60% of HEO LEVEL 3.1)	27,320	27,867	28,140	28,984	29,853	30,749	31,672
HEO Apprentice Level 3 (75% of HEO LEVEL 3.1)	34,151	34,834	35,175	36,231	37,318	38,437	39,590
HEO Apprentice Level 4 (90% of HEO LEVEL 3.1)	40,981	41,801	42,211	43,477	44,781	46,125	47,508

2.3 CASUAL STUDENT SALARY RATES

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

DESCRIPTION	Salary as at 1 st pay period on or after 30 June 2012	2% SALARY INCREASE Paid administratively 1st Pay Period on or after 1-Jul-2013	1% SALARY INCREASE 1st Pay Period on or after 1-Jul-2013	3% SALARY INCREASE 1st Pay Period on or after 1-Jul-2014	3% SALARY INCREASE 1st Pay Period on or after 1-Jul-2015	3% SALARY INCREASE 1st Pay Period on or after 1-Jul-2016	3% SALARY INCREASE 1st Pay Period on or after 1-Jul-2017
Student Rate 1 (85% of HEO Casual Level 3)	26.14	26.66	26.9243	27.7320	28.564	29.4209	30.3034
Student Rate 2 (90% of HEO Casual Level 3)	27.68	28.23	28.5104	29.3657	30.2467	31.1541	32.0887

SCHEDULE 3 - ALLOWANCES

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

3.2 The following allowances will be paid to employees where appropriate:

Allowance	Current Rate at date of application of agreement	Application	
Meal Allowances	\$18.00	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)	
	\$18.00	Where an employee is required to work overtime for more than 5 hours on weekends or public holidays.	
	\$18.00	Where an employee is required to commence duty on or before 6.00am being 1 hour before the employee's usual starting time.	
Motor Vehicle Allowance	Any size engine 73 cents per kilometre	Where an employee is required and has been duly authorised in advance by the University to use his/her own vehicle in connection with the University business. 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.	
Tool Allowance	Carpenter, Drainer, Mechanical fitter, Plumber, Welder: \$37.30 per fortnight Electrical fitter: \$21.36 per fortnight Painter: \$9.26 per fortnight	Where an employee is engaged as qualified tradesperson within a trades area of the University and is required to provide their own tools.	
Uniform and Protective Clothing Allowance	\$14.15 per fortnight	Where an employee is required to wear protective clothing or a uniform and such protective clothing or uniform is not provided by the University.	
Travel Allowance – Meal	Breakfast- \$20 Lunch- \$25 Dinner- \$40 per day	Where an employee will be absent from the University and this absence does not extend overnight, reimbursement of actual costs incurred will be made subject to provision of receipts. The allowances will be paid where the employee leaves before or returns later than the following times:	
			Time of leaving
	Breakfast	7.00 am	
	Lunch		1.30 pm
	Dinner		6.30 pm

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Travel allowance –Accommodation	Actual costs, up to the allowable Australian Tax Office rates as adjusted by the ATO will apply, based on actual receipts/ documentation provided.	Where an employee is absent from the University on University business and the absence extends overnight but does not exceed fourteen days (14 days).
First Aid Qualification	Actual cost of training/certification	Costs paid to obtain and/or maintain the qualification for an employee formally appointed as a First Aid Officer.

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

Salary as at 1 st pay period on or after 30 June 2012	3% SALARY INCREASE 1st Pay Period on or after 1-Jul-2013	3% SALARY INCREASE 1st Pay Period on or after 1-Jul-2014	3% SALARY INCREASE 1st Pay Period on or after 1-Jul-2015	3% SALARY INCREASE 1st Pay Period on or after 1-Jul-2016	3% SALARY INCREASE 1st Pay Period on or after 1-Jul-2017
798.15	822.09	846.75	872.15	898.31	925.26

3.4 Health and Safety Representative

Staff elected as Health and Safety Representatives (see Definitions – Clause 7) will be paid an allowance equivalent to the First Aid allowance.

3.5 Working Offshore Allowances

- 3.5.1 This clause only covers overseas placements and short assignments (e.g. attending graduation ceremonies, teaching duties), and does not override other specific provisions for study leave, conference attendance and research/fieldwork. Ongoing costs for long term placements, which involves a change in residency status, will be negotiated with the employee.
- 3.5.2 The University will pay and arrange for all necessary travel expenses, accommodation, workers compensation and other relevant insurances, medical examinations, visa arrangements, and any other requirements for approved offshore travel and employment.
- 3.5.3 Employees working overseas on a short-term basis will be entitled to actual costs paid for accommodation and travel; and for meals and incidentals, up to the maximum applicable Australian Taxation Office rates, based on actual receipts/documentation provided.

SCHEDULE 3A - INDIGENOUS LANGUAGES ALLOWANCE

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

		Salary as at 1 st pay period on or after 30 June 2012	3% SALARY INCREASE 1st Pay Period on or after 1-Jul-2013	3% SALARY INCREASE 1st Pay Period on or after 1-Jul-2014	3% SALARY INCREASE 1st Pay Period on or after 1-Jul-2015	3% SALARY INCREASE 1st Pay Period on or after 1-Jul-2016	3% SALARY INCREASE 1st Pay Period on or after 1-Jul-2017
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 communication.	1,866.95 p.a.	1922.96	1980.65	2040.07	2101.27	2164.31
Level 2	Level 2 represents a level of ability for the ordinary purposes of general business, conversation, reading and writing.	3,735.47 p.a.	3847.53	3962.96	4081.85	4204.31	4330.44

SCHEDULE 4 – SHIFT WORK

4.1 These provisions only apply to shiftworkers, defined as follows:

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

4.2 **Shift work penalty rates**

4.2.1 An employee working shifts will be paid the following rates:

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%

4.3 **Shift payment for weekend work**

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

Day of Weekend	Shift Rates
Saturday	The ordinary rate plus 50%
Sunday	The ordinary rate plus 100%

4.4 **Shift payment for public holidays**

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

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

4.5 **Crib breaks for shiftworkers**

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

SCHEDULE 5 - ON CALL ARRANGEMENTS (INFORMATION TECHNOLOGY EMPLOYEES)

The provisions of this Schedule apply to employees within the Information Technology Directorate who are engaged to carry out technical functions in addition to the provisions of clause 21 On-Call Provisions.

- 5.1 Where a requirement to be available on-call is not specified in an IT employee's contract of employment, participation in an on-call roster will be by mutual agreement.
- 5.2 The following provisions will not be used other than to provide an emergency fault repair or remote monitoring capacity. If changes to working patterns within the areas covered by this Schedule require rostered work outside normal working hours this will be covered under the relevant Agreement provisions.
- 5.3 During their rostered on-call period the employee will be responsible for remaining within a reasonable distance of their place of work and/or home so that they can provide the appropriate response to an alarm or fault within 30 minutes for critical problems.
- 5.4 The University will provide an "On-call Kit" which will be made available to an employee when they are rostered on-call, and will include necessary equipment to perform duties as required such as:
 - (a) Logbook
 - (b) Laptop Computer/remote access device
 - (c) Cellular phone
 - (d) A swipe card for access to relevant areas
 - (e) Other UNE equipment as required from time to time
 - (f) Out of hours contact list
 - (g) Cab charge vouchers
- 5.5 In the event of a call out, the University will provide access to satisfactory transport arrangements. In determining suitable transport arrangements the University will ensure that preferences are considered and that transport requirements suit the type and likelihood of the nature of call-back which could eventuate. Cost effectiveness of transport options will also be considered in determining suitable transport arrangements.
- 5.6 Rostered "on-call" periods for employees will normally be on a weekly basis and where possible arranged annually. No employee is to be rostered on call for more than an annual average equivalent to one week on call for every three weeks worked unless mutually agreed between the employee and the Head of Cost Centre or nominee.
- 5.7 Equity considerations and the personal preferences of employees will be considered and where possible facilitated. The intention is to give employees responsibility for the self-management of the process so their lifestyle preferences can be better accommodated. The final arbiter of the roster will be the relevant Head of Cost Centre or nominee.
- 5.8 In the event of an employee rostered "on-call" falling sick during a rostered period, the employee must notify their Supervisor or nominee who will organise a substitute person to take over the roster. "On-call" allowance will not be paid for sick leave absences of longer than five (5) consecutive days. In the event of a person falling sick before a rostered period of "on-call" commences the roster will be reorganised by the Supervisor or nominee and "on-call" allowances will not be payable for the period of sick leave.
- 5.9 The decision on whether the work will be paid as overtime or taken as time-in-lieu will be determined by the employee.
- 5.10 The provisions of **clause 22, Call back Arrangements** of this Agreement will apply where an employee is called back to work

SCHEDULE 6 – CONVERSION FROM CASUAL TO NON-CASUAL EMPLOYMENT

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

(and include such other details as are required for) an instrument of engagement under clause 10 of this Agreement.

- 6.9** Conversion may be, but is not required to be, to part-year, annualised hours or seasonal employment. Conversion of a casual employee to part-year, annualised hours or seasonal employment may occur where by custom and practice the work has been performed by casual employees on such a basis, or otherwise by agreement between the employee and the University.
- 6.10** Employees converted under this Schedule will not have their casual service count as service for the purpose of calculating any other existing entitlements except for:
- 6.10.1** long service leave, if, at the time of conversion, the University provides casual employees with an entitlement to long service leave. In such a case casual service with the University would count for the purposes of any qualifying period for long service leave, but would not give rise to any paid leave entitlement in respect of that casual service; and
 - 6.10.2** any applicable unpaid parental leave.
- 6.11** An employee whose application for conversion is rejected will not be entitled to apply again within twelve months except where:
- 6.11.1** that rejection is solely based upon the ground set out in clause 6.6.3 of this Schedule; and
 - 6.11.2** that ground ceased to apply.
- 6.12** A dispute arising from the application of this clause will be dealt with in accordance with the dispute procedures set out in clause 61 of this Agreement.

SCHEDULE 7 - UNE ENHANCED 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 Collective Agreement 2014
- 2017**

Signed for and on behalf of:

University of New England



Signature

4/8/14

Date

ANNABELLE DUNCAN

Full name

VICE CHANCELLOR & CEO

Explain your authority to sign the agreement

Address

UNE

Elm Avenue

Armidale 2351

Signed in the presence of:



Signature of Witness

4.8.14

Date

NICOLE ANNE KILLEN

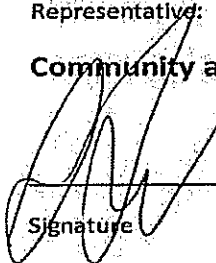
Full name of Witness

JP # 151777

**The University of New England Professional Staff Collective Agreement 2014
- 2017**

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

Community and Public Sector Union


Signature

6/8/2014
Date

STEPHEN TURNER
Full name

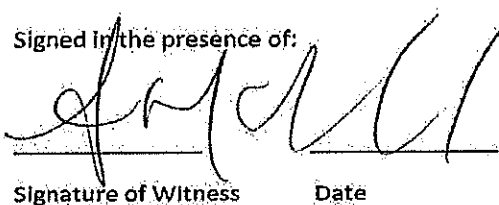
ASSISTANT SECRETARY CPSU (SPS/NJO BRANCH)

Explain your authority to sign the agreement

Address

160 Clarence St
SYDNEY
NSW 2000

Signed in the presence of:


Signature of Witness

6/8/14
Date

Andrew Holland
Full name of Witness

The University of New England Professional Staff Collective Agreement 2014-2017

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

National Tertiary Education Industry Union


Signature

5/8/14
Date

Matthew McGowan

National Assistant Secretary, National Tertiary Education Union

Authority: Rule 21 of the Registered Rules of the National Tertiary Education Union

National Tertiary Education Union

1st floor, 120 Clarendon St, Southbank VIC 3006

Signed in the presence of:


Signature of Witness

5/8/2014
Date

Linda M. Gale
Full name of Witness