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AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Workplace Relations Act 1996
s.170LJ certification of agreement

University of New England

and

National Tertiary Education Industry Union
(C No. 38500 of 1999)

**THE UNIVERSITY OF NEW ENGLAND ACADEMIC STAFF
ENTERPRISE AGREEMENT 2000/2003**

Academic Staff

Education services

COMMISSIONER ??

SYDNEY, AUGUST 2000

Certification of Division 2 agreement with organisation(s) of employees.

CERTIFICATION OF AGREEMENT

In accordance with section 170LT of the *Workplace Relations Act 1996*, the Commission hereby certifies the attached written agreement between The University of New England and the National Tertiary Education Industry Union in this matter.

This agreement shall come into force from {insert date} and shall remain in force until {insert date}.

BY THE COMMISSION:

PART 1 - APPLICATION AND OPERATION OF AGREEMENT

1. TITLE

1.1 This agreement shall be known as *The University of New England Academic Staff Enterprise Agreement 2000/2003*. [\[25/10/00: re looked at the close of the agreement\]](#)

2. ARRANGEMENT [\[25/10/00: RE LOOK AT THE CLOSE OF THE AGREEMENT\]](#)

PART 1 – APPLICATION AND OPERATION OF AGREEMENT

1. Title
2. Arrangement
3. Parties Bound
4. Period of Operation
5. Relationship with other Awards and Agreements
6. Definitions
7. Commitments

PART 2 – MANAGING ORGANISATIONAL CHANGE

8. Managing Organisational Change
9. Administration of Employment Conditions
10. Communications Framework
11. Workplace Reviews

PART 3 – WORKLOAD RELATED MATTERS

12. Academic Workload
13. Flexible and Family Working Arrangements
14. Workforce Planning
15. Flexible Teaching Year
16. Teaching Assistant Positions
17. Research
18. Consultancy

PART 4 – SALARY RELATED MATTERS

19. Payment of Salaries and Salary Packaging
20. Salaries and Contingent Increases
21. Salary Rates
22. Casual Rates
23. UNE Position Classification Standards
24. Salary Points Within a Classification
25. Subject/Course Co-Ordination Allowance
26. Superannuation
27. Travelling Expenses

PART 5 – EMPLOYMENT STATUS AND RELATED MATTERS

287. Categories of Employment
298. Goal Setting and Performance Review
2930. Probation
310. Promotion
342. Primary Place of Employment
323. Management of Emergencies and Disasters
34. Transmission of Business

PART 6 – LEAVE AND RELATED MATTERS

353. Public Holidays
346. Christmas Break
3537. University Shutdown
3638. Annual Leave
3739. Long Service Leave
3840. Sick Leave
3941. Maternity Leave
4042. Paternity Leave
4143. Adoption Leave

4244. Family and Community Leave

4345. Jury Leave

PART 7 – VARIATION OF EMPLOYMENT

4446. Transfers

4547. Resignation

4648. Termination of Employment

4749. Absence from Employment

4850. Retrenchment

4951. Medical Retirement

5052. Recovery of Debts

PART EIGHT – ORGANISATIONAL DEVELOPMENT

53. Academic Staff Development

PART NINE – WORKPLACE RISK MANAGEMENT

54. Workplace Risk Management

PART 810 – ABORIGINAL AND TORRES STRAIT ISLANDER EMPLOYMENT

5155. Aboriginal and Torres Strait Islander Employment

PART 911 – PERFORMANCE MANAGEMENT

5256. Performance Recognition and Feedback

5357. Procedures to Improve Unsatisfactory Performance

PART 102 – DISCIPLINARY PROCEDURES

5458. Misconduct and Serious Misconduct Procedures

PART 113 – GRIEVANCE AND DISPUTE SETTLING PROCEDURES

5559. Procedures for Settling Grievances

5660. Industrial Dispute Settlement Procedures

PART 104 – MISCELLANEOUS

5761. No Extra Claims

5862. Application of Workplace Relations Act 1996

5963. Lodgment of Agreement with the Australian Industrial Relations Commission

SCHEDULES:

Schedule A: Fulltime Salaries

Schedule B: Salary Rates for Casual Academic Staff

Schedule C: 1% Organisational Contingent Salary Increase

Schedule D: Managing Organisational Change Flow Diagram

<u>Schedule E</u>	<u>Procedures for Improving Unsatisfactory Performance Flow Diagram</u>
<u>Schedule F</u>	<u>Misconduct Procedures Flow Diagram</u>
<u>Schedule G</u>	<u>Serious Misconduct Procedures Flow Diagram</u>
<u>Schedule H</u>	<u>Grievance and dispute Settling Procedures Flow Diagrams</u>
<u>Schedule I</u>	<u>Performance Management Flow Diagram</u>

3. PARTIES BOUND

3.1 This Agreement shall be binding according to its terms upon:

3.1.1 The University of New England;

3.1.2 The National Tertiary Education Industry Union (NTEU); and

3.1.3 all academic employees whose employment is subject to this Agreement.

[25/10/00: clause 3 Agreed, subject to definition of academic staff]

4. PERIOD OF OPERATION

4.1 This Agreement shall take effect from the first pay period to commence on or after the date of certification and shall remain in force for a period of thirty-six (36) months.

[25/10/00: re look at the close of the agreement]

5. RELATIONSHIP WITH OTHER AWARDS AND AGREEMENTS

5.1 This Agreement rescinds and replaces the University of New England (Academic Staff) Enterprise Agreement 1997. *[25/10/00: Agreed]*

~~5.2 This Agreement covers all industrial terms and conditions of employment for academic staff employed at the University of New England. *[31/10/00: Agreed]*~~

5.3 This Agreement ~~supersedes all previous industrial agreements and existing awards binding on the University at the time of certification of this agreement.~~ is a closed and comprehensive Agreement and is read to the exclusion of all other awards and agreements unless otherwise specified within this Agreement. *[31/10/00: Provisionally Agreed]*

~~5.4 This Agreement shall operate to the exclusion of and override the Higher Education Contract of Employment Award 1998. *[25/10/00: Agreed]*~~

5.5 This Agreement shall operate in conjunction with the Tertiary Education Superannuation Scheme - Superannuation Award 1988 as amended. *[25/10/00: Agreed]*

5.6 This Agreement may operate in conjunction with a University of New England Academic Staff Award if established where mutually agreed between the parties during the life of this Agreement. *[25/10/00: Agreed]*

5.7 Where this Agreement deals with a matter also dealt within an award and/or an agreement binding on academic staff at the University and the matter is expressly stipulated in the body of this Agreement, then this Agreement will prevail over that matter absolutely. [\[25/10/00: Agreed\]](#)

6. DEFINITIONS

6.1 In this Agreement, unless the contrary intention appears, the following words and phrases shall mean:

6.1.1 “Academic staff”, “academic employee” or “employee” shall mean and refer to employees appointed within Levels A to E to teach, perform service, and/or research, ~~or research only~~, and whose primary substantive position function is to perform such duties within the University. [\[25/10/00: Agreed, subject to final wording\]](#)

6.1.2 “Act” means the Workplace Relations Act 1996 as amended from time to time. [\[25/10/00: Agreed\]](#)

6.1.3 "AIRC" means the Australian Industrial Relations Commission. [\[25/10/00: Agreed\]](#)

6.1.4 "by agreement" shall mean that changes shall only be introduced with the approval of the parties. [\[25/10/00: Agreed\]](#)

6.1.5 "Consultation" means that the parties shall confer and the views expressed by either party shall be taken into account before management makes final decisions. [\[25/10/00: Agreed\]](#)

6.1.6 "Cost Centre" is an administrative term used to define a budgetary unit at the level of faculty, school or directorate. [\[25/10/00: Agreed\]](#)-

6.1.7 “Degree/Awards” means approved programs of the University of New England; [\[25/10/00: Agreed\]](#)

6.1.8 "Fixed Term Contract" means any full time, part time or fractional contract of employment for a defined period. [\[25/10/00: Agreed\]](#)

~~6.1.9 “Management” means a group of people within the University who are responsible for decision making associated with the management of its activities and the accomplishment of its goals and objectives by the planning, directing, controlling and co-ordinating of the University’s activities and resources. [\[25/10/00: Agreed\]](#)~~

6.1.10 “Negotiation” means that the parties will confer on the issue being considered and every attempt will be made to reach a mutually agreeable outcome. [\[25/10/00: Agreed\]](#)

6.1.11 "Ordinary rate of pay" means the gross rate of pay of an employee's substantive position free of all loadings, bonuses and allowances. [\[25/10/00: Agreed\]](#)

- 6.1.12 "Redundant position" means a position that is identified as surplus to the needs of the University. [\[25/10/00: Agreed\]](#)
- 6.1.13 "Retrenchment" means the termination of employment of an employee whose position has been declared redundant and whom the University is unable to redeploy or transfer. [\[25/10/00: Agreed\]](#)
- 6.1.14 "Transfer^u" means the movement or relocation of an employee from one job or workplace to another at their substantive level. [\[25/10/00: Agreed\]](#)
- 6.1.15 "Union" means the National Tertiary Education Industry Union (NTEU). [\[25/10/00: Agreed\]](#)
- 6.1.16 "University" means The University of New England. [\[25/10/00: Agreed\]](#)
- 6.1.17 "Vice-Chancellor" shall mean and refer to the chief executive officer of the University. [\[25/10/00: Agreed\]](#)

7. COMMITMENTS

- 7.1 The parties recognise that the long-term success of the University of New England depends upon its ability to compete with other Australian Universities and with other Universities worldwide. At the same time there is a need for co-operation, collaboration and the ability to attract Australian and international students, in a climate of reduced certainty, to establish a predictable student base. Achievement of such goals must also guard and be pursuant of the highest academic standards. [\[25/10/00: Agreed\]](#)
- 7.2 Within the current economic environment the parties also recognise the need for necessary resource management of the University in order to achieve a strong financial position and increase revenue from sources other than government operating grants. [\[25/10/00: Agreed\]](#)
- 7.3 The parties agree that through sound planning, strong management and budgetary principles, and the development and implementation of strategies, performance indicators and improved communications the University will be better placed to maintain and enhance its academic excellence in teaching and research and in serving its different communities and permitting it to be genuinely competitive among the universities of the world. The strategies for the University's achievement are set out in the University's Strategic Plan 1997-2002 and will be included in subsequent strategic plans of the University. [\[25/10/00: Agreed\]](#)
- 7.4 This Agreement contains terms and conditions of employment that reflect the ability of the university to pay based on a combination of reform and performance against agreed revenue targets. The agreement also entails workplace changes designed to enhance terms and conditions of service of all academic employees. [\[25/10/00: Provisionally Agreed, NTEU to confirm\]](#)
- ~~7.5 The parties regard this Agreement as a total comprehensive package. [\[25/10/00: Agreed\]](#)~~
- 7.6 **Equal Employment Opportunity**

- 7.6.1** The University reconfirms its commitment to meeting its statutory obligations under relevant State and Federal Acts including the Racial Discrimination Act 1976, NSW Anti-Discrimination Act 1977, the Sex Discrimination Act 1984, the Disability Discrimination Act 1992, and the Equal Opportunity for Women in the Workplace Act 1999 which aim to ensure that people are treated fairly and are not discriminated or harassed in employment because of their race, colour, ethnic or ethno-religious background, descent or nationality, sex, marital status, pregnancy, political opinion, trade Union membership and activity, sexual preference, disability, age or transgender status. [\[25/10/00: Agreed\]](#)
- 7.6.2** The parties agree that elimination of discrimination and harassment in the workplace is vital for the long-term ~~well-being~~ and career progression of employees. Mechanisms to promote such elimination include: [\[25/10/00: Agreed\]](#)
- 7.6.2(a)** consultation with the Equity Manager on changes to employment policies; [\[25/10/00: Agreed\]](#)
- 7.6.2(b)** continued support for the Equal Opportunity Advisor Scheme; and [\[25/10/00: Agreed\]](#)
- 7.6.2(c)** the provision of equity-related and cross cultural awareness education and training programs for managers and Heads of Schools. [\[25/10/00: Agreed\]](#)
- 7.6.3** Nothing in this clause shall ~~derogate~~ ~~remove the right of~~ from the right an employee or the University to pursue a matter of discrimination in any State or Federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission. [\[25/10/00: Agreed\]](#)

PART 2 - MANAGING ORGANISATIONAL CHANGE

8. MANAGING ORGANISATIONAL CHANGE [\[TBC: NTEU\]](#)

8.1 Preamble

- 8.1.1** Given substantial changes in federal government funding and policy and other shifts in the national and international educational environments, the parties agree that major institutional change may be necessary in order to enhance the competitiveness and financial viability of the University and to maintain and enhance its scholarly activities.
- 8.1.2** In addition, the parties acknowledge that the enabling legislation and statutes of the University impose responsibilities and obligations upon its management with regard to matters of institutional policy or discretion, inter alia, the mission of the University, organisational structure, staffing profiles and levels, budget and resource allocation and employment and management of staff.
- 8.1.3** It is acknowledged that it is the obligation and the prerogative of the University ~~management~~ to make decisions with regard to appropriate activities, programmes

and projects to be initiated, or continued, or terminated at the University and to determine how those decisions are to be accommodated through the allocation of resources.

8.1.4 The University has the right to adjust its employee skill base as necessary.

8.1.5 The ~~Union agree~~ parties agree to ~~negotiate~~ abide by the principles and processes for managing change in these matters as part of their its responsibility to securing the best possible outcomes for the University and its members staff.

8.2 Principles

8.2.1 The parties agree that where the carrying out of the University's responsibilities and obligations would cause changes, the steps outlined in clause 8.3 will be implemented when one or more of the following circumstances prevail:

8.2.1(a) a targeted reduction in the academic workforce within a cost centre that raises collective concern within ~~a cost~~ the centre ~~is to occur~~;

8.2.1(b) the restructuring of work required of academic staff which may result in a negative impact upon staff of a cost centre collectively is to occur;

8.2.1(c) changes which may have a sustained negative impact on academic staff workload are to occur;

8.2.1(d) by agreement between the parties, clause 8.3 may be implemented where circumstances other than these apply.

8.2.2 The parties agree that any such organisational change effective on or after the date of certification of this Agreement will be managed by and in accordance with the provisions of this clause.

8.3 Process for Managing Change

8.3.1 Where circumstances referred to in clause 8.2 prevail, the process for managing change at the University shall be as follows:

8.3.1(a) Where a Dean/Head of Cost Centre has identified a possible need for organisational change, he/she shall, as a minimum, inform relevant staff within their respective cost centre. Nothing in this subclause shall preclude wider consultation within the University.

8.3.1(b) Employees will co-operate with and will provide ~~all available~~ information as may be required to the Dean/Head of Cost Centre in order to facilitate completion of the particular workplace change process expeditiously.

8.3.1(c) Once the Dean/Head of Cost Centre has made a definite decision to develop a proposal for such a change, he/she shall inform the relevant staff, appropriate levels of management, and the Union of that decision and in conjunction with the University's Industrial Relations Unit, will draft a

managing change document. This document will outline the rationale for change including:

- 8.3.1(c)(i)** a preamble;
- 8.3.1(c)(ii)** reasons and goals of the proposed change; and
- 8.3.1(c)(iii)** impact analyses including the following matters:
- equity and any negative impact (e.g. redundancy)
 - finance
 - staff, resource and workload implications
 - estimated schedule for implementation
- 8.3.1(d)** Once the draft document has been developed, it shall be provided to the affected staff and NTEU for initial consultation.
- 8.3.1(e)** One or more consultation meetings shall be held between the parties to:
- 8.3.1(e)(i)** Discuss the proposed managing change document;
- 8.3.1(e)(ii)** Provide opportunity for feedback on, and possible modification to the proposed change; and
- 8.3.1(e)(iii)** Consider possible steps to mitigate the negative effects of the proposed change.
- 8.3.1(f)** After consultation meeting(s), if the Dean/Head of Cost Centre decides to proceed with the change, the Dean/Head of Cost centre may decide to revise the managing change document in consultation with the University's Industrial Relations Unit.
- 8.3.1(g)** The managing change document shall be circulated to affected staff and the Union for comment. If necessary further meetings shall take place to finalise the managing change document.
- 8.3.1(h)** Once affected staff and the Union have been provided with the managing change document in accordance with subclause 8.3.1(d), subclause 8.3.1(e), 8.3.1(f) and 8.3.1(g) will be completed within 21 days unless otherwise agreed between the parties.
- 8.3.1(i)** A final meeting of the parties shall be held within 14 days of the final document being circulated to affected staff, as prescribed in subclause 8.3.1(g) to confirm that the process of managing change as prescribed in this clause has been duly followed.
- 8.3.1(j)** The final managing change document will be signed-off by the parties within seven (7) days of the final meeting referred to in subclause 8.3.1(i) as confirmation that the process prescribed by this clause has been followed.
- 8.3.1(k)** Once the final managing change document has been signed-off by the parties, workplace change shall be implemented by the Dean/Head of Cost

Centre in accordance with the terms of the workplace change document and relevant employment conditions.____

8.3.1(i) A flow diagram of the above procedures is provided in Schedule D

9. ADMINISTRATION OF EMPLOYMENT CONDITIONS

9.1 The University will consult with the parties to ensure that changes, ~~other than administrative changes,~~ to employment policies, other than administrative changes have, have been considered before the changed policy is implemented by the University. [25/10/00: Agreed]

9.2 In this clause, administrative changes shall mean typographical errors, changes to procedural requirements where such changes to procedures do not impact on employee entitlements. [25/10/00: Agreed]

10. COMMUNICATIONS FRAMEWORK

10.1 The University will establish an academic staff communications group as part of this Agreement. [25/10/00: Agreed]

10.2 The terms of reference for this communication group will be determined by the parties within the first three months from certification of this Agreement. [25/10/00: Agreed]

11. WORKPLACE REVIEWS

11.1 The parties agree that management has the right to review any area of activity within the University's operations. [25/10/00: Agreed]

11.2 Should the University identify the need for organisational change as a result of a workplace review, the managing organisational change clause of this agreement will take effect. [25/10/00: Agreed]

PART 3 - WORKLOAD RELATED MATTERS

12. ACADEMIC WORKLOAD

12.1 Preamble

12.1.1 Whilst recognising the complex nature of academic workloads, the parties agree that academic workload consists of three major components: teaching, research and service. Further, the parties believe that academic staff have the right to a balance of work across those three functions with reference to their own career development needs as well as to the requirements of the University. [25/10/00: Agreed]

12.1.2 It is recognized that in framing workloads, the following factors should be considered: [25/10/00: Agreed]

12.1.2(a) resources both human and physical; [\[25/10/00: Agreed\]](#)

12.1.2(b) the overall work requirements; [\[25/10/00: Agreed\]](#)

12.1.2(c) the strategic directions and priorities of the University, faculties and schools; and [\[25/10/00: Agreed\]](#)

12.1.2(d) professional requirements by external accrediting bodies. [\[25/10/00: Agreed\]](#)

12.1.3 The parties agree that the following points shall apply to the allocation of workload. [\[25/10/00: Agreed\]](#)

12.2 Responsibility

12.2.1 In constructing a workload agreement, the parties agree that workloads shall be reviewed on an annual basis. It shall be the responsibility of the Head of School to decide, after consultation with relevant staff, how workload is to be negotiated and allocated in accordance with principles and criteria below. [\[25/10/00: Agreed\]](#)

12.2.2 It is the responsibility of ~~management~~ the University to ensure that Heads of Schools are provided with appropriate support/training, ~~is provided to Heads of Schools~~ including in the management and monitoring of academic workload in accordance with the overarching policies and local allocation policies. [\[25/10/00: Agreed\]](#)

12.2.3 Should a relevant member of staff be aggrieved by the decision of their Head of School or Cost Centre and is unable to resolve the matter with the Head of School, the matter will be referred to the Dean for resolution. [\[25/10/00: Agreed\]](#)

12.2.4 It is the responsibility of the relevant Dean/Head of Cost Centre to develop guidelines to facilitate implementation of these workload conditions. [\[25/10/00: Agreed\]](#)

12.3 Principles

12.3.1 The parties agree that the following five principles should apply in the determination and allocation of academic workloads: [\[25/10/00: Agreed\]](#)

- Balance
- Equity
- Flexibility
- Responsiveness
- Transparency

Balance: In order to achieve the career aspirations of staff members and the mission of the School, Faculty and University all staff will undertake an appropriate balance of teaching, research and service.

The number of units taught, the amount of research to be conducted and the associated professional / service work to be performed by an academic employee will be determined annually after consultation with their supervisor. [25/10/00: Agreed]

Equity: Determination and allocation of academic workload for all academic staff shall be fair and reasonable, with consideration to the relevant position classification standard and duty statement, responsibilities and categories of employment such as continuing, probationary, fixed term, part-time and casual academic staff. To enhance the equitable nature of the determination and allocation there shall be the provision of a review process when an academic staff member considers their allocated workload unreasonable. Subject to annual workload requirements being fulfilled, a staff member will not normally be required to teach in more than two successive trimesters (where trimesters have been industrially negotiated). Teaching for research-only staff should be kept to a minimum. ~~is to be kept to a level mutually agreed between the academic and the supervisor.~~ [25/10/00: Not Agreed, subject to negotiations on the Flexible Teaching Year]

Flexibility: Workloads shall be flexible in order to allow academic staff ~~members~~ to have blocks of time to engage in varying levels of teaching, research, and associated professional / service work. [25/10/00: Agreed]

Responsiveness: The determination and allocation of workload should take into consideration the budget of the Faculty or Cost Centre, the teaching, research and service commitments of the Faculty or Cost Centre and the number of staff that are located in the Faculty or Cost Centre. ~~The number of units taught, the amount of research to be conducted and the associated professional / service work to be completed by individual academic staff will be determined annually with their supervisors.~~ [25/10/00: Agreed]

Academic workloads shall be negotiated and allocated to enable quick and effective responses over an academic year to changes both internal and external to the University and shall provide individuals with reasonable certainty and notice of their annual workload commitments over that period. [25/10/00: Agreed]

Transparency: Both the process of negotiation and results of allocation of individual academic workload shall be in a readily accessible form for all members of the school, faculty and University. [25/10/00: Agreed]

12.4 Criteria

12.4.1 In addition to the resources planned for use by the faculties/cost centres, the parties agree that the following criteria shall be considered by the relevant supervisor/Head of School in the process of reviewing and allocating academic workload: [25/10/00: Agreed]

12.4.1(a) Teaching [25/10/00: Agreed]

- Undergraduate student load
- Postgraduate student load
- Delivery form (eg. internal, external, face-to-face; on-line)

- Unit size (EFTSU)
- Laboratory/non-laboratory field work requirements within a discipline
- Professional development/professional practice requirements relevant to teaching
- Development of teaching resources (e.g. print, multi-media)
- Relevant administrative ~~duties~~ including duties including unit co-ordination
- Teaching leadership (e.g. innovative teaching strategies)

12.4.1(b) Research, Consultancies and Scholarship [\[25/10/00: Agreed\]](#)

- Research student supervision
- Scholarly outputs
- Un-funded research
- Professional development
- Major and small grant-holder allowances
- Research quantum
- Research income and block grants
- Approved and registered consultancy
- Professional activity (e.g. editing journals, conference presentation)

12.4.1(c) Service and Administration [\[25/10/00: Agreed\]](#)

- Course co-ordination
- Committee service
- Relevant professional service
- Relevant community service
- Leadership roles within the University (e.g. Sub Deans, Heads of Schools)
- Active leadership in relevant professional societies and/or community groups

12.5 Monitoring of Academic Workload

12.5.1 To ensure that the above principles and criteria are being achieved workloads shall be monitored and reviewed by the Head of School/Supervisor and reported on a regular basis to the School and Faculty. [\[25/10/00: Agreed\]](#)

13. FLEXIBLE AND FAMILY WORKING ARRANGEMENTS

13.1 Flexible working arrangements may be entered into in order to accommodate the work requirements of the University and family commitments of employees where there is mutual consent. [\[25/10/00: Agreed\]](#)

13.2 Arrangements, where authorised, may include provisions such as fractional employment, salary averaging, opportunities for career breaks, special arrangements (including leave) for non-custodial parents, job share arrangements, addressing the specific needs of nursing mothers, balancing work and family needs and other arrangements where mutually agreed from time to time and where such arrangements can be accommodated by University. [\[25/10/00: Agreed\]](#)

13.3 Individual arrangements shall be confirmed in writing, by the Personnel Officer, for a fixed term and lodged with Personnel Services. [25/10/00: Agreed]

13.4 Prior to the end of the term prescribed above, an employee may seek or the University may offer a continuation or variation of the arrangement(s). [25/10/00: Agreed]

14. WORKFORCE PLANNING

14.1 The parties recognise the unique circumstances associated with the geographic location of the University of New England. It is also recognised that attraction, development, retention, and renewal ~~attracting, developing, retaining and renewal~~ of high quality staff is a core objective of the University. [25/10/00: Agreed]

14.2 In order to achieve this objective, the University will implement a workforce planning policy and procedure following consultation ~~with~~ between the parties within twelve (12) months from certification of this Agreement. [25/10/00: Agreed]

15. FLEXIBLE TEACHING YEAR [NOT AGREED, NTEU TO ADVISE]

15.1 The parties agree that the University will implement changes to working arrangements to establish a flexible teaching year such that staff may be required to teach at any time after taking into account workload over the year. A flexible teaching year will provide opportunities for the University to:

15.1.1 Increase flexibility in staff patterns of work;

15.1.2 Provide teaching-free blocks of time for individual staff

15.1.3 Enhance research opportunities for staff;

15.1.4 Improve opportunities for workforce planning;

15.1.5 Increase flexibility in patterns of study for students;

15.1.6 Increase University revenue.

15.1.7 Gain a greater share of the local and international student market;

15.2 A flexible teaching year may be achieved through initiatives by the University including but not limited to:

15.2.1 Multiple and sometimes overlapping teaching sessions throughout the year;

15.2.2 Summer schools;

15.2.3 Residential schools.

15.3 Initiatives such as examples in clause 15.2 may be implemented after taking into account workload principles as provided within clause 12 of this Agreement.

16. TEACHING ASSISTANT POSITIONS [NOT AGREED: NTEU TO ADVISE]

- 16.1 The University may employ suitable people, ~~predominately but not normally~~ limited to postgraduate students of the University, as Teaching Assistants. For the purpose of this clause, “suitable people” means people who can demonstrate the required theoretical and practical knowledge and experience required to fulfil the duties of the position.
- 16.2 A Teaching Assistant shall be appointed for a period of normally three (3) years but may be employed for a period of up to five (5) years. Such appointments may be at a designated fractional appointment at Level A, commencing at a Base Level A salary.
- 16.3 Where a postgraduate student is employed as a Teaching Assistant, when determining the level of fractional appointment, due consideration must be given to the projected research completion time according to individual circumstances.
- 16.4 A person occupying this position will be responsible to the relevant Head of School or his/her nominee, and shall, for example, conduct tutorials and demonstrations, mark essays and assignments, conduct field trips and be available for student consultation as required. The respective duties will be negotiated with the relevant Head of School.
- 16.5 Teaching assistants studying at the University for a Ph.D. shall be permitted to enroll in the University’s Graduate Certificate in Higher Education.

17. RESEARCH

- 17.1 In order to achieve the University's research investment plan, UNE will nurture research across its fields of interest. To further enhance the University’s research status it is necessary for the University to implement a more targeted, concentrated, integrated and aggressive approach to the research enterprise. Significantly, the University must position itself to take advantage of new funding opportunities, new areas of research and strengthen claims in established areas. [25/10/00: Agreed]
- 17.2 In accordance with clause 12, At the discretion of the Head of School/Dean, academic staff may be assigned reduced teaching loads on the basis of increased research with agreed output targets or reduced research loads on the basis of increased teaching loads. [25/10/00: Agreed]

[NTEU Proposed 17.3: Not Agreed, UNE to respond]

18. CONSULTANCY

- 18.1 University staff may engage, in addition to funded external research grants, in Personal Outside Work or University Contracts where approved and registered in accordance with UNE policy. [Not Agreed: NTEU to respond]

PART 4 - SALARY RELATED MATTERS**19. PAYMENT OF SALARIES AND SALARY PACKAGING**

19.1 Academic staff shall 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. [25/10/00: Agreed]

19.2 In exceptional circumstances, cheques may be drawn at the discretion of the University. [25/10/00: Agreed]

19.3 In order to improve efficiencies in the payroll process, the parties are committed to the implementation of initiatives such as the production of electronic payslips (where possible) and remote data entry. Where an electronic payslip is produced, no paper copy will be provided. [25/10/00: Agreed]

[NTEU new clause 19.4 on payroll deductions: Not Agreed, UNE to respond]

19.4 The parties recognise that "packaging" of salaries will produce opportunities for individual financial benefit. To assist staff in achieving optimum advantage from their remuneration, the parties agree to jointly discuss matters to be included in a salary packaging policy. [25/10/00: Agreed]

19.5 Packaging of salary may include such items as motor vehicles, superannuation, childcare at Yarm Gwanga and other items that may be approved in accordance with University policy from time to time. [25/10/00: Agreed, clarified that there is no tax advantage in salary packaging health insurance]

20. SALARIES AND CONTINGENT INCREASE. [NOT AGREED, ISSUE TO BE REVISITED]

20.1 For academic employees, a salary increase of ~~12~~13 % to existing salary rates will apply as follows:

20.1.1 ~~an eleven a twelve~~ percent (~~11~~12%) unconditional salary increase (*NOTE: the phasing-in of this increase is to be determined during negotiations and is also subject to the University being confident that the any proposed agreement complies with the DETYA Workplace Reform Guidelines*).

The 12% unconditional salary increases shall be phased in as follows:

2% from the first pay period to commence on or after 1 September 2000

3% from the first pay period to commence on or after 1 July 2001

3% from the first pay period to commence on or after 1 July 2002

3% from the first pay period to commence on or after 1 July 2003

1% from the first pay period to commence on or after 1 December 2003

and

20.1.2 a one percent (1%) contingent increase to salaries effective from the first pay period on or after 31 March 2003 if organisational revenue targets are met as described in Schedule C.

~~20.2 Any retrospective salary increase shall only be paid to those continuing and fixed term employees employed by the University at the time of certification.~~

21. SALARY RATES

21.1 The salary rates contained in Schedule A are payable to full time employees covered by this Agreement and include the above salary increases and is inclusive the roll-up of annual leave loading. [25/10/00: Not Agreed, roll-up of annual leave loading]

21.2 Part time employees shall receive entitlements to salary and conditions in this Agreement on a pro-rata basis. [25/10/00: Agreed]

22. CASUAL RATES

~~22.1 The university may engage academic employees on a casual basis as required.~~ [25/10/00: Agreed – moved to clause 28]

22.2 Casual employees shall be engaged on an hourly basis or as detailed in Schedule B. [25/10/00: Agreed]

22.3 The hourly rates included in Schedule B are the total pre-tax amounts payable ~~by the university for satisfactory performance~~ and are inclusive of a loading for all purposes in lieu of annual leave, sick leave, overtime, long service leave and working irregular hours. [25/10/00: Not Agreed - UNE to provide calculations for rolling up long service leave accrual as part of casual loading]

~~22.4 Casual staff shall not be entitled to apply for promotion, be required to partake in the University's Goal Setting and Performance Review or other entitlements included as part of this Agreement.~~ [25/10/00: Agreed – moved to clause 28]

23. UNE POSITION CLASSIFICATION STANDARDS

23.1 Employees covered by this Agreement shall be classified in accordance with the UNE Position Classification Standards. [25/10/00: Not Agreed - UNE to respond]

24. SALARY POINTS WITHIN A CLASSIFICATION

24.1 Movement within salary points

24.1.1 At the conclusion of each ~~twelve month~~twelve-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. [25/10/00: Agreed]

24.1.2 Movement to the next salary point within the classification will ~~only~~ occur ~~when~~ once the supervisor/head of school has advised Personnel Services, in writing, that over the preceding twelve months, the employee has given satisfactory performance in areas ~~including, but not limited to the following~~ that may include:
[25/10/00: Agreed]

- the undertaking of such teaching duties as may have been allocated by the supervisor in consultation with the employee; [25/10/00: Agreed]
- contribution, through research, scholarly writing, publication, creative work in the arts, professional practice, or in other ways, to the advancement of and application of knowledge; [25/10/00: Agreed]
- participation in the administration of the institution and/or provisions of leadership and the undertaking of such administrative duties in the organisational unit as might have been assigned by the supervisor; [25/10/00: Agreed]
- participation in the scheme of goal setting and performance review the undertaking of such professional or personal development activities as might have been agreed during that process; [25/10/00: Not Agreed – further discussion required – tied to goals setting and performance review]
- contribution of service to the relevant discipline through professional activity, continuing education, consultancy, conference organisation or other similar activity relevant to the work of the institution; and [25/10/00: Agreed]

~~—the employee has on assessment acquired and is required by the University to utilise new and/or enhanced skills within the ambit of the classification definition for his/her position or other skills where agreed at the staff development/performance review, and this has been certified to in writing following, and as part of, the assessment process.~~

~~24.1.3 — In cases where the review is delayed the anniversary date shall not be changed and the increase, if any, will be paid retrospectively to the employees' anniversary date, unless the delay is related to the acquisition of new skills and greater responsibility.~~

~~24.1.4 — Unless there are compelling circumstances acceptable to the Director of Human Resource Services, movement to the next highest salary point will not be effected retrospectively.~~

24.1.3 The withholding of an increment shall not be the first indication to an employee that his or her supervisor is concerned about the performance of the academic employee against the criteria listed in 24.1.2. It is the responsibility of the relevant supervisor to inform an academic employee when their performance is such that consideration is being given to withhold an increment. The supervisor shall inform the academic employee in writing that his or her performance against the criteria in 24.1.4 needs to improve if increments are not to be withheld in the future. [25/10/00: Agreed]

- 24.1.5 Where an ~~academic employee-member of staff~~ is refused movement within salary points, a letter outlining the reasons of the refusal shall be provided by the ~~relevant supervisor/manager~~ Pro Vice Chancellor (Academic). [25/10/00: Agreed]
- 24.1.6 Any grievance arising out of this clause shall be processed in accordance with the Grievance Dispute Procedures included as a part of this Agreement. Where the outcome of the grievance procedures has identified that movement between salary points should have occurred, adjustment to salaries will be paid retrospectively to the employees anniversary date. [25/10/00: Agreed]
- 24.2 An employee who has been absent on leave without pay in excess of three consecutive months ~~in aggregate~~ shall have the review delayed by the period of absence. Any resultant increase shall also be delayed for the period of the absence. [25/10/00: Agreed]

25. SUBJECT/COURSE CO-ORDINATION ALLOWANCE

- 25.1 Where a full-time academic staff member at Level A is required to undertake the co-ordination of a teaching unit for an approved teaching term, the staff member will be paid an allowance for the duration of such duties which equates to the difference between the staff member's substantive salary and Base Level B. [25/10/00: Provisional Agreement – NTEU to respond]
- 25.2 Where an academic staff member below Level C is required to coordinate awards for an approved teaching term, the staff member will be paid an allowance for the duration of such ~~duties which~~ duties, which equates to the difference between the staff member's substantive salary and Base Level C. [25/10/00: Provisional Agreement – NTEU to respond]
- 25.3 Staff who have undertaken any of the above duties for more than one year shall be entitled to movement within salary points of the appropriate classification. [25/10/00: Provisional Agreement]

26. SUPERANNUATION

- 26.1 The University will maintain employer superannuation contributions for all current and new staff, in accordance with this clause during the life of this Agreement. [25/10/00: Agreed]
- 26.2 The University will pay 17% of salary to SSAU and TESS combined for all current and new staff who are eligible to be members of the Superannuation Scheme for Australian Universities (SSAU) and the Tertiary Education Superannuation Scheme and eligible for a 17% employer superannuation contribution as at the date of this Agreement. Further, the University is committed to making a total contribution at the level of 17% towards the benefits available to such staff even if the SSAU Trust Deed, and/or the Deed of Covenant between SSAU and the University and/or the TESS Award 1988, are varied. [25/10/00: Agreed]

- 26.3 Existing arrangements will be maintained for current and new employees who are not eligible for a 14% SSAU employer superannuation contribution or who opt for half employee and employer contributions. [25/10/00: Agreed]
- 26.4 Should any amendment to the SSAU Trust Deed make it possible during the life of this Agreement for employer or employee members of SSAU to reduce their contributions, the parties to this Agreement will hold discussions with a view to allowing individual staff members the flexibility (at their initiation) to receive part of that employer contribution as additional salary, and/or to reduce the employee contribution. The parties will also hold discussions on any possible implications of a merger between SSAU and TESS should such a merger take place during the life of the Agreement. [25/10/00: Agreed]
- 26.5 Should any amendments to the SSS (State Super Scheme) or SASS (State Authorities Super Scheme) be made during the life of this agreement, they will be passed on to the members as required by the current legislation. Otherwise the current provisions regarding these funds will be maintained. [25/10/00: Agreed]
- 26.6 All casual staff shall have a minimum of 3% of their salary paid to an appropriate superannuation fund, either TESS or SSAU. [25/10/00: Agreed]
- 26.7 The provisions of any legislation requiring a choice of superannuation funds shall have no application at the University during the life of this Agreement. [25/10/00: Agreed]
- 26.8 References in this clause to the payment of particular levels or amounts of superannuation contributions to SSAU or TESS shall be deemed to be requirements to pay the contributions specified to the merged fund and any references in this clause to either or both SSAU and TESS shall be deemed to refer to the merged fund. [25/10/00: Agreed]

27. TRAVELLING EXPENSES

- 27.1 Academic staff shall be entitled to travelling expenses in accordance with University policy which is based on provisions of the Australian Taxation Office. [25/10/00: Provisional Agreement – NTEU to respond]

PART 5 - EMPLOYMENT RELATED MATTERS

278. CATEGORIES OF EMPLOYMENT [25/10/00: NOT AGREED – UNE TO RESPOND]

278.1 The University may employ persons:

2728.1.1 on a continuing or fixed term basis as full-time, fractional or part-time employees, or

2728.1.2 as casual employees

2728.2 The University will inform the employee in writing of the basis of their employment.

2728.3 Continuing employment

2827.3.1 “Continuing employment” shall mean and refer to employment with no specified end date.

2827.4 Fixed term employment

2827.4.1 “Fixed term employment” refers to any employee, other than a casual employee, engaged on a contract of employment for a fixed period of time (a fixed term contract) and whose contract will specify the starting and finishing dates or the specific circumstances related to the finishing of that employment.

2827.4.2 Fixed term employment may contain a reasonable probationary period that is directly related to the nature of the work to be carried out under the contract.

2827.4.3 Fixed term contracts may be offered where required by the University.

2827.4.4 A fixed term employee will be entitled to a contract of employment from the University stating the period of employment, the duties performed, and the reason for the fixed term appointment.

2827.4.5 All other provisions of this Agreement relevant to continuous employees apply to fixed term employees.

2827.4.6 The provision of clause 48 shall not apply to fixed term employees.

2827.5 Full-time employment

2827.5.1 “Full-time employment” means all employment other than “part-time”, “fractional” or “casual”. Full-time employment may contain a reasonable probationary period that is directly related to the nature of the work to be carried out under the contract.

2827.6 Part time and fractional employment

2827.6.1 “Part-time” and “fractional” employment means employment for a fraction less than the normal weekly workload for a full-time employee, for which all employee entitlements are paid on a pro-rata basis calculated by reference to the time worked. Part-time and fractional employment may contain a reasonable probationary period that is directly related to the nature of the work to be carried out under the contract.

2827.6.2 At the time of engagement the University and the part-time or fractional employee will agree in writing, on a regular pattern of work, specifying the academic workload to be completed.

2827.6.3 Any agreed variation to the regular pattern of work or academic workload will be recorded in writing.

2827.7 Casual Employment

~~2827.7.1~~ “casual employment” shall mean a person engaged by the hour and paid on an hourly basis that includes a loading in lieu of benefits for which a casual employee is not eligible.

22.1 The University may engage academic employees on a casual basis as required.

22.4 Casual staff shall not be entitled to apply for promotion, be required to partake in the University's Goal Setting and Performance Review or other entitlements included as part of this Agreement.

[NTEU issue in relation to the 60% rule and definition of casual staff]

~~2829~~.GOAL SETTING AND PERFORMANCE REVIEW [25/10/00: NOT AGREED - NTEU TO RESPOND]

~~2829.1~~ The University will implement a compulsory Goal Setting and Performance Review within twelve (12) months from certification of this Agreement.

~~2829.2~~ Final documentation as a result of each round of compulsory Goal Setting and Performance Review will be held within Personnel Services.

~~2829.3~~ The Goal Setting and Performance Review shall be conducted for all academic employees other than casual employees on an annual basis. The review shall be confidential, and, without limiting the scope, is intended to identify:

~~2829.3.2~~ any development anticipated by the University for the employee in his/her position both in the short term and the longer term;

~~2829.3.3~~ ~~the~~ performance objectives required;

~~2829.3.4~~ current performance; and

~~2829.3.5~~ individual workload requirements.

~~2930~~.PROBATION [25/10/00: NOT AGREED - NTEU TO REVISE AND RESPOND]

Upon appointment, all fulltime and fractional academic staff shall be required to complete a probation period. The terms of a probation period shall be set out as part of an academic employee's contract of employment and shall be made up of a mandatory probation period and where required a further probation period, before confirmation is given by the University of a continuing appointment. Arrangements for probation are set out below.

~~2930.1~~ An academic employee appointed to a fixed-term or continuing position may be subject to a period of probation of up to five (5) years. ~~in accordance with University policy.~~

- 2930.2** The period of the probation shall be appropriate for the employee to demonstrate capability of carrying out the requirements of their position.
- 2930.3** On offer of appointment, academic staff will be provided with details on the length and terms of the probationary period. [25/10/00: Agreed]
- ~~**2930.4** Employees who are subject to a probation period as outlined in this clause shall be excluded from the operation of Subdivisions B, C, D, E and F of Division 3 of Part VIA of the Act.~~
- 2930.5** The process of tenure review will now be substituted with probation as a part of this Agreement as follows.

30.6 PROBATION PROCEDURES

~~Upon appointment, all fulltime and fractional academic staff shall be required to complete a probation period. The terms of a probation period shall be set out as part of an academic employee's contract of employment and shall be made up of a mandatory probation period and where required a further probation period, before confirmation is given by the University of a continuing appointment. Arrangements for probation are set out below.~~

30.6.1 MANDATORY PROBATION

- 30.6.1(a)** For the purposes of this Agreement and for the purposes of Section 170CC and Regulation 30B of the Workplace Relations Act, 1996, (as amended and including its successor/s) a reasonable mandatory probationary period for a continuing academic staff appointment (both full-time and fractional) shall be for a minimum of 6 months which will not extend beyond 12 months.
- 30.6.1(b)** The Pro Vice Chancellor (Academic) shall have the discretion to reduce the period of mandatory probation as may be deemed appropriate after an initial period of six (6) months.
- 30.6.1(c)** If the University decides to terminate the employment upon or before the period of probation ends, the staff member will receive 2 weeks notice or payment in lieu thereof in accordance with clause 48 of this Agreement.
- 30.6.1(d)** If the employment is terminated for serious misconduct, this clause does not apply.
- 30.6.1(e)** During the probationary period Procedures to Improve Unsatisfactory Performance as provided within clause 57 of this Agreement do not apply.
- 30.6.1(f)** The University may confirm a staff member's appointment as a continuing academic staff appointment (full-time or fractional) following the mandatory probation period. Alternatively, the University may require or agree to a further probation period to determine suitability for a continuing academic appointment.

30.6.2 CONFIRMATION OF A CONTINUING APPOINTMENT

Should the University require a further probationary period before confirming an offer of a continuing academic staff appointment (full-time or fractional) the following provisions will also apply.

30.6.2(a) The University may specify that a further probation period (other than the mandatory probation period) is required to determine the suitability of confirming an offer of continuing appointment. During this probation period, the academic employee will be subject to the University's academic probation policies and procedures, and will not be subject to the Procedures to Improve Unsatisfactory Performance as provided within clause 57 of this Agreement.

30.6.2(b) For the purposes of this clause a reasonable period would normally be between 12 months and 3 years but may be extended up to a maximum period of 5 years (inclusive of the mandatory probation period included in clause 30.1).

30.6.2(c) Provided that Pro Vice Chancellor (Academic) has the discretion to waive or reduce the probation period (following the mandatory probation period) for confirmation of a continuing appointment as may be deemed appropriate.

30.6.2(d) The requirements for a continuing appointment to be confirmed will be specified in the academic employee's contract of employment, and the staff member will be advised of, and given an opportunity to respond to, any adverse material about the staff member that the University intends to take into account in a decision to either:

- extend the period prior to review of confirmation; or
- terminate the employment upon or before the expiry of the period prior to confirmation of a continuing appointment.

30.6.2(e) If the University decides to terminate the employment of an academic employee during the period prior to confirmation of an offer for continuing appointment, the staff member will receive 2 weeks notice or payment in lieu thereof in accordance with clause 48 of this Agreement.

3031. PROMOTION [25/10/00: NOT AGREED – NTEU TO RESPOND]

3031.1 The University will offer promotions to all eligible staff on an annual basis.

3031.2 Effective from and including the year 2001 promotions round, staff must serve a minimum of two years from appointment or promotion before seeking a promotion.

3031.3 Applicants who have been unsuccessful in their bids for promotion (including the year 2001 round) cannot apply for a further two (2) years.

3031.4 The number of promotions will be determined each year by the Vice Chancellor depending on the University's financial situation.

3132. PRIMARY PLACE OF EMPLOYMENT

3132.1 Normally, the primary place of employment of employees whose employment is subject to this agreement shall be the Armidale campus of the University of New England, Madgwick Drive Armidale New South Wales, unless otherwise determined by the University in order to meet the operational requirements of the University. [25/10/00: Agreed]

3132.2 Where the University requires an academic employee to change their current primary place of employment, this change will be determined through consultation and agreement between the University and the employee.~~staff may have to undertake duties at other locations this will be determined through consultation.~~ [25/10/00: Agreed]

3132.3 Employees shall attend their primary place of employment as reasonably required by their supervisor to carry out their duties. [25/10/00: Agreed]

3233. MANAGEMENT OF EMERGENCIES AND DISASTERS

3233.1 The parties acknowledge that the geographical location of the University can limit the availability of ~~expertise~~ which expertise, which may be required in times of emergencies and disasters (e.g. floods, severe storms etc). [25/10/00: Agreed]

3233.2 In recognition of the University's unique circumstance, the parties agree to co-operate and provide support where required at times of emergencies and disasters affecting the University. [25/10/00: Agreed]

3233.3 During an emergency or disaster, any employee can be reasonably required to perform duties, within their existing skill, competence and training, to deal with an emergency or disaster. [25/10/00: Agreed]

3233.43 The determination of an emergency or disaster shall be made by the Vice Chancellor (or their nominee). [25/10/00: Agreed]

34. TRANSMISSION OF BUSINESS

34.1 During the life of this Agreement, where business is transmitted from the University to another employer and an employee who at the time of such transmission was an employee of the University and as part of a University business transaction becomes an employee of another employer: [25/10/00: Agreed]

34.1.1 the continuity of the employment of an academic employee shall be deemed not to have been broken by reason of such transmission; and [25/10/00: Agreed]

34.1.2 the period of employment which the employee has had with the University shall be deemed to be service of the employee with the new employer. [25/10/00: Agreed]

PART 6 - LEAVE MATTERS

353. PUBLIC HOLIDAYS

335.1 Employees (other than casual academic employees) will be entitled to the following holidays without loss of pay: [27/10/00: Agreed]

New Year's Day	Queens Birthday
Australia Day	Labour Day
Good Friday	Christmas Day
Easter Monday	Boxing Day
Anzac Day	

And Any other day or days gazetted in addition to or substitution of any of the above for the state of New South Wales. [27/10/00: Agreed]

~~353.2~~ Where any of the public holidays prescribed in this clause fall on a day ordinarily worked by an employee, the employee's ordinary pay must not be reduced. [27/10/00: Agreed]

3335.3 By agreement, the parties may substitute another day for any public holiday prescribed in this clause. [27/10/00: Agreed]

364. CHRISTMAS BREAK

364.1 Academic staff (other than casual staff) shall be entitled to leave on full pay between and including the period of Christmas Day and New Years Day. [27/10/00: Agreed]

364.2 Any day which falls during the Christmas break and is gazetted as a public holiday will form part of the Christmas break. [27/10/00: Agreed]

357. UNIVERSITY SHUTDOWN

357.1 ~~The University may require a~~ A shutdown of all or some of the University's resources may be required at any time as determined by the ~~management~~ University. A shutdown period may require academic staff to cease using some, or all University resources. Shutdown periods will occur without loss of ~~ordinary~~ pay. [27/10/00: Agreed]

368. ANNUAL LEAVE

368.1 Entitlement

368.1.1 A full-time academic employee shall accrue annual leave at the rate of four (4) weeks for each twelve (12) month period of service. ~~is eligible for four (4) weeks annual leave on full pay. Annual leave entitlement will only be credited at the completion of each calendar year (referred to in clause 368.2.1(a)).~~ [27/10/00: Agreed]

368.1.2 A fractional academic employee is entitled to annual leave at a rate proportionate to their fraction of full-time employment. ~~and will only be credited at the~~

~~completion of each calendar year (referred to in clause 368.2.1(a)). [27/10/00: Agreed]~~

~~368.1.3 An academic employee contracted for less than twelve months will not be entitled to annual leave. [27/10/00: Agreed]~~

368.1.4 A casual academic employee is not entitled to annual leave. [27/10/00: Agreed]

368.1.5 Any annual leave taken must be authorised by the appropriate Head of School/Supervisor and authorised documentation provided to the relevant Personnel Officer. Normally, annual leave will be taken as an unbroken period. [27/10/00: Agreed]

368.2 Taking of Leave

368.2.1 In order to satisfy legislative provisions and maintain flexibility for academic staff members, the following administrative arrangements apply:

~~368.2.1(a) The annual leave year for academic employees commences on 1 February each year and ends on 31 January the following year and shall be credited on 1 January each year. For those staff not having completed a full year of service by 31 January, the pro rata leave entitlement shall be recorded as having been taken. [27/10/00: Agreed]~~

368.2.1(b) The University reserves the rights to require an academic employee to take annual leave at any time on the giving of ~~two~~ four (42) week's notice. [27/10/00: Agreed]

368.2.1(c) At least (4) weeks notice should normally be provided by an academic employee requesting to take annual leave. [27/10/00: Agreed]

~~Unless otherwise determined by the University, for administrative purposes, annual leave entitlement will be recorded as having been taken during the four working weeks prior to 31st January each year.~~

368.2.1(d) Only in exceptional circumstances, and subject to the Dean/Head of School Cost Centre's agreement, may the taking of an annual leave entitlement be deferred beyond the year in which it has been credited. Where annual leave is deferred, a specified period for the taking of such leave must be agreed in writing between the employee and the Dean/Head of School Cost Centre after consultation with the Head of School. ~~In such circumstances annual leave cannot normally be deferred for a period exceeding 11 months from 31 January.~~ [27/10/00: Agreed]

368.2.2 The University must ensure that an academic employee has the opportunity to take All annual leave entitlements during their employment and must be taken prior to an academic employee's cessation of employment (ie prior to resignation, retrenchment or completion of a fixed-term contract). If this is not possible, any annual leave entitlements will be paid out on cessation of employment. [27/10/00: Agreed]

368.3 Accrual

- 386.3.1** Where an employee is granted and takes long service leave or maternity leave on half pay, annual leave entitlement ~~to be credited at 1 January~~ will accrue at half the normal rate during the period of leave. [27/10/00: Agreed]
- 368.3.2** Where an employee is granted and takes leave without pay, no annual leave entitlement will accrue during the period of leave without pay. [27/10/00: Agreed]

379. LONG SERVICE LEAVE

397.1 Entitlement

- 37.39.1.1** Academic employees (other than casual academic employees) are eligible for long service leave subject to the conditions outlined in this clause. [27/10/00: Not Agreed – subject to casual loading information]
- 37.39.1.2** An ~~existing~~ academic employee holding full time or fractional appointments ~~at the date of certification of this agreement~~ who has completed ten years' service (whether continuous or broken periods) is entitled to three months' long service leave on full pay. After service of more than ten years and up to fifteen years, long service leave continues to accrue on the same pro rata basis (equivalent to 9.1 calendar days per annum). After more than fifteen years of service an academic is entitled to four months and fifteen days plus fifteen calendar days on full pay for each additional year of service. [27/10/00: Agreed]
- [Agreed to include a new clause based on the wording from NSW LSL Act re: retrenchment and payment of LSL, including correct rate of accrual (this will become a separate clause)]
- 37.39.1.3** Casual Academic Staff shall not be entitled to accrue long service leave. [27/10/00: Not Agreed, subject to casual loading]
- 37.39.1.4** Long service leave must be authorised by the appropriate Dean/Head of Cost Centre and authorised documentation provided to the relevant Personnel Officer. [27/10/00: Agreed]

37.39.2 Time of ~~T~~taking Long Service Leave

- 37.39.2.1** Subject to ~~37.39.2.2~~ of this Agreement, an academic 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 staff member request such leave in writing at least six (6) months in advance, or in the absence of such notice, the Dean/Head of Cost Centre consents. [27/10/00: Not Agreed – NTEU state must meet Bryant provs]
- 37.39.2.2** The Dean/Head of Cost Centre may require an employee to take long service leave, at a time convenient to the needs of the University, provided that:

- 37.39.2.2(a)** the Dean/Head of Cost Centre shall give the employee written notice of at ~~least~~least six (6) months of the date on which leave must commence; [27/10/00: Not Agreed – NTEU state must meet Bryant provs]
- 37.39.2.2(b)** the employee shall not be required to take long service leave where they have given written notice of their intention to resign/retire from the University within the next twelve (12) months; [27/10/00: Not Agreed – NTEU state must meet Bryant provs]
- 37.39.2.2(c)** the minimum period of leave the University can require an employee to take shall be four (4) weeks; [27/10/00: Not Agreed – NTEU states must meet Bryant provs]
- 37.39.2.2(d)** in any case where an employee has taken leave pursuant to this subclause the Dean/Head of Cost Centre shall not require the employee to take a further period of long service leave for a period of twelve (12) months after the end of that period of leave. [27/10/00: Not Agreed]

39.3 Recognition Of Prior University Service

27/10/00 Agree In Principle subject to NTEU review

- 39.3.1 Prior continuous service with other Australian universities ~~may~~will be counted as service for the purposes of calculating long service leave entitlements provided that:
- 39.3.2 only service from 1 January 1969 shall be taken into account for eligibility purposes;
- 39.3.3 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;
- 39.3.4 there is not more than two months between the cessation of employment with a releasing university and the commencement of employment with the University of New England. In this case service will be deemed to have been continuous but the break in employment will not count as service for accrual or service purposes;
- 39.3.5 the employee will be required to serve at least five years with the University before being permitted to take accrued long service leave or be paid in lieu, if applicable, on termination of employment; and
- 39.3.6 the only prior continuous service in other Australian universities recognised by the University 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.

38.40. SICK LEAVE

- 38.40.1** The parties agree that there will be no cap on the level of sick leave for academic staff. [27/10/00: Agreed]

38.40.2 Academic staff (other than casual academic staff) who have completed 3 months of service and satisfy the University that they are unable to perform their duties by reason of personal illness, injury or incapacity (not arising out of, or in the course of, their employment) shall be entitled to take sick leave with pay, as set out in this clause, sufficient to permit them to recover from their personal illness, injury or incapacity. [\[27/10/00: Agreed\]](#)

38.40.3 Academic staff (other than casual academic staff) who have less than 3 months of service will be entitled to sick leave without pay. Such leave will not count as service for any purposes. [\[27/10/00: Agreed\]](#)

38.40.4 Where a public holiday, which would otherwise be a working day, falls during a period of sick leave, the absence shall be treated as sick leave. [\[27/10/00: Agreed\]](#)

38.40.5 Paid sick leave is not granted to casual employees. [\[27/10/00: Agreed\]](#)

38.40.2 Notification of Absence

38.40.2.1 An employee unable to attend work due to illness shall inform the supervisor or other senior person as soon as is practicable, stating ~~the nature of the illness and~~ the estimated duration of the absence. [\[27/10/00: Agreed\]](#)

38.40.2.2 If leaving work due to illness, an employee shall normally make appropriate notification before doing so, unless there are extenuating circumstances rendering this impossible. [\[27/10/00: Agreed\]](#)

38.40.2.3 It is the responsibility of the Head of School/Supervisor to monitor sick leave absences and provide required documentation and advice of such absences to the relevant Personnel Officer. [\[27/10/00: Agreed\]](#)

38.40.3 Approval of Sick Leave[\[27/10/00: Agreed\]](#)

38.40.3.1 The authorised supervisor approves applications for Sick Leave. [\[27/10/00: Agreed\]](#)

38.40.3.2 Absences on Sick Leave without pay are approved for up to one month by the relevant Personnel Officer or authorised nominee and for over one month by the Pro Vice-Chancellor (Academic) or authorised nominee. [\[27/10/00: Agreed\]](#)

38.40.4 Health Certificates[\[27/10/00: Agreed\]](#)

38.40.4.1 A health certificate shall be required where a sick leave absence exceeds three consecutive working days. [\[27/10/00: Agreed\]](#)

38.40.4.2 A health certificate will be accepted from a registered health professional. [\[27/10/00: Agreed\]](#)

38.40.4.3 The University will accept certificates, which comply with principles established by the New South Wales Medical Board to ensure quality, accuracy and truthfulness in ~~medical~~ health certificates.

38.40.5 Management of Sick Leave

38.40.5.1 The University shall manage sick leave in a fair and equitable way, which takes account of the circumstances and results of individual absences. The following are reasons why the University must manage sick leave: [27/10/00: Agreed]

38.40.5.1(a) To ensure that absences from employment do not adversely affect the workplace, other employee workload and the student body. [27/10/00: Agreed]

38.40.5.1(b) Enable the University to identify absences from employment due to illness that cannot be authenticated. [27/10/00: Agreed]

38.40.5.1(c) Allow the University to maintain a sufficient record of sick leave if medical retirement is to be considered. [27/10/00: Agreed]

38.40.5.2 ~~Abuse of sick leave will constitute misconduct. Misconduct Procedures will apply where sick leave is not used for the purpose for which it is intended by this agreement.~~ [27/10/00: Agreed]

38.40.5.3 ~~The University may terminate the employment of an academic employee where it is fully satisfied that the academic employee is unable to fulfil their contractual obligations due to an ongoing medical condition.~~

38.40.6 Sick Leave without Pay

38.40.6.1 ~~During the first year of service s~~Sick leave in excess of two working weeks ~~during the first year of service~~ shall normally not be paid and shall be taken as sick leave without pay. Sick leave without pay shall not count towards movement between salary points, or towards service for the purposes of accrual of any leave entitlements. [27/10/00: Agreed]

38.40.7 Workers Compensation

38.40.7.1 Where an employee has applied for time off as part of a workers' compensation claim, all absences are initially debited against the employee's sick leave entitlement up to a maximum of ten (10) weeks. [27/10/00: Agreed]

38.40.7.2 ~~Where the claim is accepted by the University's insurance company, subject to ongoing medical reviews and insurance excess, the insurance company will refund to the cost centre costs associated with the employee's absences from the workplace. In such circumstances, absences related to workers' compensation would be re-credited against sick leave entitlements.~~ [27/10/00: Agreed]

38.40.7.3 Where an employee has applied for time off as part of a workers' compensation claim, and the claim has been denied, all absences associated with the claim will remain debited against the employee's sick leave record, or other leave if sick leave debits exceed ten (10) weeks. [27/10/00: Agreed]

3941. MATERNITY LEAVE

39.41.1 Maternity leave is available to a female academic employee, other than a casual academic. Maternity leave may be paid or unpaid leave. [\[27/10/00: Agreed\]](#)

39.41.2 Eligibility

39.41.2.1 An academic employee, other than a casual academic, is eligible for paid maternity leave if they have completed 12 months continuous service with the University at the date of confinement. [\[27/10/00: Agreed\]](#)

39.41.2.2 If an academic employee has more than one position, the appointment date, applicable to all positions under this clause, shall be the earliest appointment date of any position. An academic employee, other than a casual academic, who has not completed 12 months paid service at the date of confinement since the last appointment date, is eligible for maternity leave without pay. [\[27/10/00: Agreed\]](#)

39.41.2.3 Maternity Leave must be authorised by the appropriate Dean/Head of Cost Centre and authorised documentation provided to the relevant Personnel Officer. [\[27/10/00: Agreed\]](#)

39.41.3 Entitlement

39.41.3.1 An academic employee eligible for paid maternity leave, is entitled to 12 weeks paid leave. In addition, an academic employee is also entitled to take any combination of unpaid maternity leave, or accrued annual leave or long service leave, so long as the total period of leave taken does not exceed 12 months for any one confinement. [\[27/10/00: Agreed\]](#)

39.41.3.2 An academic employee who is not eligible for paid maternity leave, is entitled to take any combination of maternity leave without pay, or accrued annual leave, so long as the total period of leave taken does not exceed 12 months for any one confinement. [\[27/10/00: Agreed\]](#)

39.41.3.3 A fractional academic employee is entitled to paid maternity leave at a rate proportional to their fraction of full-time employment. [\[27/10/00: Agreed\]](#)

39.41.3.4 Where an employee requires leave to deal with sickness as a result of pregnancy they may ~~choose or be required~~ to progress onto maternity leave. [\[27/10/00: Agreed\]](#)

40. PATERNITY LEAVE

40.42.1 Paid paternity leave is paid leave which may be granted to a staff member at the time of birth of a child to give care and support to the mother, during the period immediately following the birth. [\[27/10/00: Agreed\]](#)

40.42.2 Unpaid paternity leave is unpaid leave, which may follow paternity leave, to allow staff to undertake their responsibilities in relation to their dependent children. Unpaid paternity leave is to enable the parent who is on leave to be the child's primary caregiver. [\[27/10/00: Agreed\]](#)

40.42.3 Eligibility

40.42.3.1 Staff members are eligible for paid paternity leave if they have completed 12 months continuous service at the University (with the exception of casual staff) at the time the leave is to commence. [\[27/10/00: Agreed\]](#)

40.42.3.2 If an academic employee has more than one position, the appointment date, applicable to all positions under this clause, shall be the earliest appointment date of any position. An academic employee, other than a casual academic, who has not completed 12 months paid service at the date at which paternity leave is taken, is eligible for paternity leave without pay. [\[27/10/00: Agreed\]](#)

42.3.3 Paternity Leave must be authorised by the appropriate Dean/Head of Cost Centre and authorised documentation provided to the relevant Personnel Officer. [\[27/10/00: Agreed\]](#)

40.42.4 Entitlement

40.42.4.1 Paternity leave comprises a total of five consecutive working days paid leave. An additional period of up to 51 weeks unpaid leave may be available where the staff member is to be the primary ~~care-giver~~ caregiver of the newborn child. [\[27/10/00: Agreed\]](#)

40.42.4.2 Fractional academic employees are eligible for paternity leave on a pro rata basis. [\[27/10/00: Agreed\]](#)

40.42.5 Commencement of Leave

40.42.5.1 Paid paternity leave may be taken during the period one week before the anticipated date of birth to 5 weeks after the birth. The unpaid paternity leave ceases on the child's first birthday. [\[27/10/00: Agreed\]](#)

40.42.6 Continuity of Service

40.42.6.1 Approved paternity leave shall not break continuity of employment. However, the portion of leave taken as unpaid leave shall not count as service for the purposes of calculating any annual, long service or sick leave entitlements. [\[27/10/00: Agreed\]](#)

41.43. ADOPTION LEAVE

41.43.1 Eligibility

41.43.1.1 For the purpose of this clause an “academic employee” shall mean a person who will be the primary caregiver. [\[27/10/00: Agreed\]](#)

41.43.1.2 An academic employee, other than a casual academic, is eligible for adoption leave if they have completed 12 months continuous service at the date of adoption. [\[27/10/00: Agreed\]](#)

41.43.1.3 Adoption leave must be authorised by the appropriate Dean/Head of Cost Centre and authorised documentation provided to the relevant Personnel Officer. [\[27/10/00: Agreed\]](#)

41.43.2 Entitlement

41.43.2.1 An academic employee eligible for adoption leave is entitled to up to 6 weeks paid leave. In addition, an academic employee is also entitled to take any combination of accrued annual leave, long service leave or adoption leave without pay so long as the total period of leave taken does not exceed 12 months for any one adoption. [\[27/10/00: Agreed\]](#)

41.43.2.2 Where an absence on adoption leave exceeds 6 weeks, the academic employee may request payment for the adoption leave to be paid at half pay for the first twelve weeks of the absence. [\[27/10/00: Agreed\]](#)

41.43.2.3 A fractional academic employee is entitled to paid adoption leave at a rate proportional to their fractional appointment. [\[27/10/00: Agreed\]](#)

42.44. FAMILY AND COMMUNITY LEAVE

42.44.1 Academic staff (other than casual academic staff) shall be credited with eight (8) days Family and Community 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. [\[27/10/00: Agreed\]](#)

42.44.2 Family and Community leave is non-cumulative. [\[27/10/00: Agreed\]](#)

42.44.3 Any Family and Community Leave must be authorised by the appropriate Head of School/Supervisor and authorised documentation provided to the relevant Personnel Officer. [\[27/10/00: Agreed\]](#)

42.44.4 The Family and Community leave is available where an academic employee (other than a casual academic) is unable to attend work because of: [\[27/10/00: Agreed\]](#)

42.44.4.1 unexpected family/carers responsibilities including caring for an ill or incapacitated child, spouse, partner (including same sex partner), parent, grandparent, grandchild or other family or household member, and providing care during the unexpected temporary absence of the usual carer, including during the unexpected closure of a child's school; or [\[27/10/00: Agreed\]](#)

42.44.4.2 bereavement/compassionate reasons on account of the death of an academic employees spouse, partner (including same sex partner), parent, grandparent, grandchild, child, sibling, or other reasons of a compassionate nature given in writing and accepted by the University; or [\[27/10/00: Agreed\]](#)

42.44.4.3 Religious, ceremonial and/or cultural reasons such as for an academic employee to attend or participate in particular religious, ceremonial or cultural activities. Activities may include: [\[27/10/00: Agreed\]](#)

42.44.4.3(a) an employee may take leave for the purpose of undertaking the observances of a religious persuasion followed by the employee. [27/10/00: Agreed]

42.44.4.3(b) an employee who is a member of an Aboriginal or Torres Strait Islander community may take leave for the purpose of participating in the ceremonial and cultural life of that community. [27/10/00: Agreed]

Such requests must be given in writing with reasonable notice and accepted by the University. [27/10/00: Agreed]

42.44.5 Notwithstanding the above provision, in circumstances the University may grant where an employee has used up all their family and community leave entitlement, additional leave for the sole purpose of bereavement at the rate of 3 days per bereavement. [27/10/00: Agreed]

42.44.6 An academic employee who is unable to attend work due to the need to take Family and Community leave shall inform their supervisor or Head of School as soon as practicable stating the nature of the leave requested and the estimated duration of the absence. [27/10/00: Agreed]

42.44.7 If leaving work due to the need to take Family and Community leave, an employee shall inform their supervisor or Head of School before doing so, unless there are extenuating circumstance rendering this impossible. [27/10/00: Agreed]

4345. JURY LEAVE

4345.1 An academic required to attend for jury service shall be reimbursed by the University for an amount equal to the difference between the amount paid in respect of his/her attendance for such jury service and the amount of salary he/she would have received in respect of the ordinary time he/she would have worked had she/he not been on jury service. [27/10/00: Agreed]

4345.2 An academic employee subpoenaed, summoned 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. [27/10/00: Agreed]

PART 7 - VARIATION OF EMPLOYMENT

4446. TRANSFERS

4446.1 Notwithstanding any other provision of this Agreement the University may reserves the right to transfer any member of academic staff to perform at their current substantive classification level duties for which they are reasonably qualified, where such transfer does not require a change to the employee's primary place of employment. With the agreement of the staff member and the area to where the staff member is to be transferred, staff so located would be entitled to all relocation assistance. [27/10/00: Not Agreed – UNE to respond]

4547. RESIGNATION

4547.1 Unless a reduced period of notice is acceptable and approved by the relevant Dean/Head of Cost Centre, an employee shall provide at least three (3) months notice of their intention to resign from the University. [27/10/00: Agreed]

~~4547.2~~ ~~The University may withhold pay and any accrued entitlement, where the notice given by the employee of their resignation is unacceptable to the University. [27/10/00: Agreed]~~

4648. TERMINATION OF EMPLOYMENT

4648.1 The University may terminate employment of any employee (other than a casual employee) for unsatisfactory performance, serious misconduct, mandatory probation or abandonment of employment by the giving of two (2) weeks notice. [27/10/00: Not Agreed – NTEU want Act provisions – UNE to respond and reword]

4648.2 The University may terminate the employment of casual staff on the giving of one (1) hours notice. [27/10/00: Agreed]

48.3 The University may make payment in lieu of notice for termination of employment. [27/10/00: Agreed]

4749. ABSENCE FROM EMPLOYMENT

4749.1 An academic employee who will be absent from ~~work~~the agreed place of employment must inform their Supervisor/Head of School or Head of Cost Centre as soon as practical of the reason for such absence. [27/10/00: Agreed]

4749.2 Absences for a period of more than three (3) days without reasonable explanation may be deemed as abandonment of employment and may result in termination of employment - [27/10/00: Not Agreed – NTEU to seek advice]

4850. RETRENCHMENT [27/10/00: NOT AGREED – UNE TO PROVIDE SOME FURTHER COMPARISONS]

4850.1 Any retrenchment of an employee (other than a casual employee) that takes effect on or after the date of certification of this Agreement will take place in accordance with the provisions of this clause.

4850.2 Procedure and Severance Payment

4850.2.1 Where the University has made a definite decision that there will be retrenchments, the University will initially notify the Union of the situation, and provide details of:

4850.2.1(a) the circumstances giving rise to the retrenchments;

4850.2.1(b) the particular employees that may be surplus to the University's requirements;

- 4850.2.2** Where the retrenchments will arise from a definite decision to develop a proposal for change, the University will inform the Union to that effect and invite it to discuss the matter in accordance with management of change procedures included in this agreement.
- 4850.2.3** In other circumstances, the University will invite the employee to discuss the operation of this Part in the particular circumstances.
- 4850.2.4** The University will provide at least thirteen (13) weeks notice to excess employees of the date on which their employment will be terminated due to retrenchment and will provide them with the following options:
- 4850.2.4(a)** To elect to leave within 5 working days, at which time they will receive an amount equal to the balance of the thirteen (13) weeks pay in lieu of the period of notice; or
- 4850.2.4(b)** To elect to work out the notice period.
- Provided that an employee who elects option (a) will receive an additional two-(2) weeks pay.
- 4850.2.5** In addition to the period of notice referred to in clause 4850.2.4, academic staff will be paid a retrenchment payment of:
- 4850.2.5(a)** A sum calculated at the rate of two (2) week's salary for each year of completed service with the University, and
- 4850.2.5(b)** Payment of any accrued long service leave and annual leave entitlement;
- 4850.2.6** Academic staff over 45 years of age will receive an additional four (4) weeks pay.
- 4850.2.7** Without taking into account long service leave entitlements, the maximum pre-tax severance payment (inclusive of notice period) upon retrenchment of any academic employee shall not exceed fifty two (52) weeks of pay.
- 4850.2.8** Severance payments shall not apply to the termination or expiration of fixed term contracts or to casual staff.
- 4850.2.9** All benefits under this clause shall be calculated on the academic employee's base salary rate as provided by this agreement at the time of the University giving written notice of retrenchment.

50.3 An "excess" staff academic employee may request a letter signed by the Vice Chancellor certifying that he or she is the occupant of a position deemed to be surplus to the requirements of the University.

50.4 From the time that an academic employee receives notice of retrenchment in accordance with this clause, he or she shall be entitled to reasonable leave as determined by the Dean / Head of Cost Centre with full pay to attend necessary employment interviews. Where expenses to attend such interviews are not met by the prospective employer, the

staff member may be entitled to reasonable travel and other incidental expenses incurred in attending such interviews as determined by the Vice Chancellor.

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

4951. MEDICAL RETIREMENT

4951.1 The University may require, in writing, an academic staff member whose capacity to perform their duties is in doubt to undergo a medical examination by a medical practitioner chosen in accordance with Superannuation Fund requirements. The University shall meet any such medical examination expenses. [27/10/00: Not Agreed- NTEU to respond after further advice]

4951.2 Procedures for medical retirement shall be in accordance with University policy. [27/10/00: Not Agreed]

**Need to look at a clause on the termination of employment on the grounds of ill health – UNE will agree to include clause 8 of 1998 simplified Bryant award – NTEU to advise

5052. RECOVERY OF DEBTS [25/10/00: MOVE UNDER SALARIES AND RELATED MATTERS]

5052.1 The University reserves the right as a condition of employment to deduct any monies owing to the University by an employee from salary payments. [27/10/00: Not Agreed – NTEU to respond]

5052.2 An employee shall be given a statement of the recovery amount and what the recovery of debts consist of. [27/10/00: Not Agreed – NTEU to respond]

5052.3 The employee shall meet with the Personnel Officer to determine an appropriate repayment schedule for the repayment of the debt. At any stage the employee may include a Union delegate or another staff representative in discussions. [27/10/00: Not Agreed- NTEU to respond]

PART 8 – ORGANISATIONAL DEVELOPMENT

53. ACADEMIC STAFF DEVELOPMENT [27/10/00: NOT AGREED – NTEU TO COME BACK]

53.1 The parties are committed to training and development needs of academic staff employees and the University in relation to objectives, priorities and training matters listed below.

53.2 Objectives

53.2.1 Ensure that the current and future development requirements of University academic staff employees are maintained and extended in accordance with the University's Strategic Plan 1997-2002 or replacement.

53.2.2 Ensure that the talents and contributions of academic staff are effectively used.

53.3 Priorities

53.3.1 The University is committed to:

53.3.1(a) Strategies to build leadership, management and supervisory skills of academic staff;

53.3.1(b) Transparent training and professional development policy, strategies and framework to support organisational needs and particularly the Goal Setting and Performance Review Process;

53.3.1(c) Strategies for implementation of quality and continuous improvement planning and processes;

53.3.1(d) Strategies to develop academic staff understanding of University policies and procedures.

53.3.2 Academic staff are committed to:

53.3.2(a) participating in the strategies of the University to develop and build up their leadership, management and supervisory skills;

53.3.2(b) undertaking necessary training and professional development and participating in the annual Goal Setting and Performance Review process;

53.3.2(c) participating in the development of and continuous improvement of quality planning and processes;

53.3.2(d) familiarity with and understanding of University policies and procedures.

53.4 Training & organisational development matters to be implemented

53.4.1 The Organisational Development Unit will develop strategies for the provision of training to employees and their managers in accordance with the priorities above.

53.6 Study Leave and Professional Experience

53.6.1 In addition to development matters that may be identified at the annual goal setting and performance review, all continuing academic staff employees are eligible to apply for Study Leave in accordance with University policy or make application for leave for professional experience.

PART 9 – WORKPLACE RISK MANAGEMENT

54. ~~WORKPLACE RISK MANAGEMENT [27/10/00: NOT AGREED – SUBJECT TO CLAUSES 54.5.1(A) & (B)]~~

54.1 The University is committed to meeting its statutory obligations under the *Occupational Health and Safety Act (1983)* as amended and regulations, the *Injury Management and*

Workers Compensation Act (1998) as amended, associated Acts or regulations, and various Acts and regulations relating to the protection of the environment as enacted from time to time.

54.2 The parties agree the development and maintenance of optimum health and safety standards for the employees of the University are vital for the long-term well being and career progression of employees and the workplace standard of the University.

54.3 The parties agree that pursuant to the Occupational Health and Safety Act (1983), the OH&S impact of proposed workplace changes shall be monitored and reviewed with the assistance of the University's Occupational Health & Safety Committee structure. To ensure optimum effectiveness in the monitoring process, relevant details of proposed changes to a place of work (which could affect the health and safety of persons at that place of work) shall be provided to the relevant Occupational Health and Safety Committee for review prior to implementation.

54.4 The parties are committed to reducing the level of work-related injuries and related absenteeism.

54.5 The parties agree to the trialing and implementation of a number of initiatives to improve the occupational health and safety of University employees. Such initiatives will continue to be monitored through the University's relevant Occupational Health and Safety Committee and will include but are not limited to:

54.5.1 the provision of a mechanism for OHS consultation pursuant to the Occupational Health and Safety Act (1983), which will include:

54.5.1(a) the establishment of Cost Centre/Building OHS committees to enhance consultation on OHS matters and to make recommendations to the Cost Centre managers on the local implementation of policies and procedures; [27/10/00: Not Agreed- NTEU to respond]

54.5.1(b) as an alternative to the provisions of 54.5.1(a), a network of adequately trained and resourced Cost Centre nominated (volunteer) staff to assist managers/supervisors in implementing programmes of risk identification, risk assessment, risk control and injury management programmes within the cost centre management plans. In implementing this clause, workload considerations shall be taken into account. [27/10/00: Not Agreed – NTEU to respond]

54.5.2 the provision of education programmes to enable managers and staff to fulfil their responsibilities under the Occupational Health and Safety, Injury Management and Environment legislation. Particular focus will be given to:

54.5.2(a) provisions of the Occupational Health and Safety, Injury Management and Workers Compensation and the Protection of the Environment (Operations) Acts;

54.5.2(b) Occupational Health and Safety Act (2000) and the Regulations 2000 (when gazetted);

54.5.2(c) Hazardous Substances and Manual Handling;

54.5.1(d) Occupational Health and Safety codes of practice; and

54.5.1(e) OHS audits.

PART 108 – ABORIGINAL AND TORRES STRAIT ISLANDER EMPLOYMENT

515. ABORIGINAL AND TORRES STRAIT ISLANDER EMPLOYMENT

515.1 The parties agree that implementation of the Indigenous Employment and Career Development Strategy 1998 – 2002 will be continued and reviewed at the end of 2002 or during the life of this Agreement with a view to encouraging increased Aboriginal and Torres Strait Islander participation, career progression and success as employees of the University of New England. [\[27/10/00: Agreed\]](#)

[NTEU proposed clause 55.2 on allowances – UNE to respond.](#)

PART 119 - PERFORMANCE MANAGEMENT

526. PERFORMANCE RECOGNITION AND FEEDBACK

526.1 The parties are committed to providing professional development opportunities both within the school/faculty and where otherwise mutually agreed through the University's annual Academic Staff Goal Setting and Performance Reviews. The parties are committed to developing the highest possible performance standards. [\[27/10/00: Not Agreed – subject to review\]](#)

526.2 Academic staff will be given formal and informal feedback on their performance from their supervisor, may be recognised for superior performance through the University's promotion procedures, and shall be provided with opportunities to improve unsatisfactory performance in accordance with University procedures as provided within this Agreement. [\[27/10/00: Not Agreed – subject to review\]](#)

537. PROCEDURES TO IMPROVE UNSATISFACTORY PERFORMANCE

537.1 General Principles

537.1.1 The University's commitment to sound management practices requires that it ensure all employees are aware of what constitutes an acceptable standard of performance of, and attitude to, their duties. It is also the responsibility of all employees to adhere to their contract of employment by performing their duties to an acceptable standard, and obeying all reasonable instructions of their supervisor. [\[31/10/00: Agreed\]](#)

5753.1.2 These procedures are to assist Heads of Schools/supervisors who are faced with a problem of unsatisfactory work performance in the work place. The procedures are also intended to provide an employee whose work performance is identified as

unsatisfactory with a clear understanding of the process and their rights and obligations under that process. [\[31/10/00: Agreed\]](#)

~~57.53.1.3~~ ~~A supervisor may request informal meetings to assist a general staff employee improve their performance before advising an employee that formal procedures are to be implemented as provided within this Agreement.~~ All persons involved in any action initiated under these procedures and/or their representatives ([which may include an Equal Opportunity Advisor](#)) should be present at all formal meetings. [\[31/10/00: Agreed\]](#)

~~57.53.1.4~~ All persons involved in any action initiated under these procedures are obliged to maintain the strictest confidentiality at all times. [\[31/10/00: Agreed\]](#)

~~57.53.1.5~~ The relevant Personnel Officer shall be advised of, and included in, the disciplinary process. [\[31/10/00: Agreed\]](#)

~~57.53.1.6~~ The Personnel Officer will keep sufficient written records and shall be able to request necessary documentation of all proceedings throughout the disciplinary process. [\[31/10/00: Agreed\]](#)

~~57.53.2~~ Definitions

~~57.53.2.1~~ **Employee** means a member of academic staff other than a casual academic employee. [\[31/10/00: Agreed\]](#)

~~57.53.2.2~~ **Supervisor** means the officer to whom the employee is accountable. [\[31/10/00: Agreed\]](#)

~~57.53.2.3~~ **Representative** means a member of the staff of the University, or an official of the relevant Union, a close family member, none of ~~whom~~[who](#) is a practising member of the legal profession (eg a barrister or solicitor) and who is nominated by an employee for the purpose of these procedures. There may be instances where staff request representation which may not conform to the above and due consideration will be given to the request. [\[31/10/00: Agreed\]](#)

~~57.53.2.4~~ **Termination of Employment** means termination of the employment of an employee at the initiative of the University. [\[31/10/00: Agreed\]](#)

~~57.53.2.5~~ **Unsatisfactory Performance** means a level of performance considered by the University to be unacceptable. Unsatisfactory performance may include, but is not limited to: [\[31/10/00: Agreed\]](#)

- Unsatisfactory, inefficient or negligent performance of the specified duties of the position held. [\[31/10/00: Agreed\]](#)
- Persistent absence from/lateness in arriving at/cancellation of lectures, tutorials and other formal contact with students and/or staff. [\[31/10/00: Agreed\]](#)
- Persistent complaints by students, or other staff about teaching, availability, and meeting deadlines. [\[31/10/00: Agreed\]](#)

- *Two consecutive “unsatisfactory performance” ratings within the University's Annual Goal Setting and Performance Review [\[31/10/00: Not Agreed: to be discussed after further discussions on the proposed Goal Setting & Performance Review\]](#).*
- Insufficient evidence of scholarly activities over a prolonged period of time such as publications, conference papers, renewed lecture series or updated reading lists, taking into account the overall workload and other activities of the staff member. [\[31/10/00: Agreed\]](#)
- Inadequate completion of administrative tasks or other school/university responsibilities. [\[31/10/00: Agreed\]](#)

57.53.3 Documentation

57.53.3.1 The relevant Personnel Officer shall be responsible for the keeping of all formal documentation. [\[31/10/00: Agreed\]](#)

57.53.3.2 No documentation relating to an employee’s performance will be held on their Staff Personal File unless the employee has first been given a copy of the document and had an opportunity to reply to any matters raised therein. [\[31/10/00: Agreed\]](#)

57.53.3.3 Cost Centres/Schools are not authorised to hold material relating to the proceedings; however, a copy of relevant documentation may be held in confidence by the Supervisor within the Cost Centre/School for the duration of any action arising from these procedures. Any information held by the Supervisor shall be forwarded to the Personnel Officer at the conclusion of these procedures. [\[31/10/00: Agreed\]](#)

57.53.3.4 It is incumbent upon any person holding documentation during these procedures to ensure that the documentation is held in confidence and securely. [\[31/10/00: Agreed\]](#)

57.53.3.5 The employee should sign all records of interview and a statement included next to the signature that states that the employee has sighted the summary. If the employee does not agree with the record of interview, s/he may request a note be included to that effect. Employees have a right to make a written response to the report. Failure to sign the record does not invalidate the record of interview. [\[31/10/00: Agreed\]](#)

57.53.3.6 The University shall in accordance with the State Records NSW Guidelines, retain all formal documentation on the employees personnel file for a period of five (5) years after the last action relating to the specific case. Records outside this period will be destroyed. [\[31/10/00: Agreed\]](#)

57.53.4 Procedures

57.53.4.1 The affected employee has the right to nominate a Union delegate or another staff representative to accompany the employee through all formal stages of the

process. An Equal Opportunity Adviser (EOA) may be present if requested.
[\[31/10/00: Agreed\]](#)

57.53.4.2 The relevant Personnel Officer shall attend all formal meetings in accordance with these procedures. [\[31/10/00: Agreed\]](#)

57.53.4.3 Where a supervisor is of the view that the performance of an academic is unsatisfactory, the supervisor shall first counsel the employee on the nature of the improvement required and the time within which reasonable improvement can be expected. [\[31/10/00: Agreed\]](#)

57.53.4.4 A record of any formal counselling given shall be kept and a copy supplied to the staff member concerned. If the supervisor believes it appropriate, he/she shall direct the employee to undertake a course of professional development or other appropriate program(s) designed to assist in improving performance. The supervisor may also seek assistance from the Personnel Officer or the Organisational Development Unit within the Human Resource Services Directorate within the University or the Teaching and Learning Centre. [\[31/10/00: Agreed\]](#)

57.53.4.5 Where a supervisor believes that counselling has not produced the desired improvements in performance, the supervisor shall make a formal report to the Dean that the performance of a staff member is unsatisfactory. Such a report shall state clearly the aspects of performance seen as unsatisfactory and the record of attempts to remedy the problem. [\[31/10/00: Agreed\]](#)

57.53.4.6 The supervisor shall provide the employee with a copy of the report at the time it is submitted to the Dean. The employee shall be entitled to 10 working days to submit to the Dean a written response to the supervisor's report. [\[31/10/00: Agreed\]](#)

57.53.4.7 Upon receipt of the supervisor's report and any written response from the employee, the Dean shall first satisfy himself/herself that appropriate steps have been taken to: [\[31/10/00: Agreed\]](#)

- bring the unsatisfactory nature of performance to the employee's attention;
- ensure adequate opportunity to respond was given,
- ensure any response was taken into account,
- ensure that a reasonable opportunity has been afforded to remedy the performance problem.

57.53.4.8 The Dean may consult with colleagues of the employee. The employee will be notified prior to such consultation taking place and has the right to register any concerns regarding such consultation. [\[31/10/00: Agreed\]](#)

57.53.4.9 The Dean may then decide to: [\[31/10/00: Agreed\]](#)

57.53.4.9(a) Take no further action and notify the member of staff and the supervisor of this decision in writing.

57.53.4.9(b) Dismiss the matter and notify the member of staff and the supervisor of this decision in writing.

57.53.4.9(c) Refer the matter back to the supervisor to ensure that the steps referred to in subclauses 57.53.4.3 through to 57.53.4.6 above are complied with in substance and in a manner appropriate to the circumstances and advise the staff member accordingly in writing.

57.53.4.9(d) Forward a written report to the Vice Chancellor detailing the process undertaken and recommending that disciplinary action be taken.

57.53.4.10 Should a report be provided to the Vice-Chancellor, s/he shall advise the academic in writing of the Dean's report, and any proposed disciplinary action. Such notification shall normally occur within 20 working days. [31/10/00: Agreed]

57.53.4.11 Nothing in this clause prevents the Vice-Chancellor or Dean, on his or her own initiative, referring a question of possible unsatisfactory performance to a supervisor for appropriate action. [31/10/00: Agreed]

57.53.4.12 If the employee challenges the outcome, grievance/dispute resolution procedures as provided in the Academic Staff Enterprise Agreement may be initiated at the agreed appropriate step in those procedures. [31/10/00: Agreed]

57.53.5 **Disciplinary Action**

57.53.5.1 Disciplinary action may include any of the following: [31/10/00: Agreed]

- that the employee's salary increment be withheld for up to one year;
- that the employee be demoted to a lower level position with the resulting reduction in salary;
- that the employee's services are terminated.

57.53.6 **Notice Period**

57.53.6.1 Where an employee's employment is terminated, the employee must be given notice in accordance with this Agreement. [31/10/00: Not Agreed – confirmation on notice period required – UNE to respond]

PART 102 – DISCIPLINARY PROCEDURES

54.58. **MISCONDUCT AND SERIOUS MISCONDUCT PROCEDURES**

54.58.1 **General Principles**

54.58.1.1 The University's commitment to sound management practices requires that it ensure all employees are aware of what constitutes an acceptable standard of

workplaceof workplace conduct and attitude to their duties. It is also the responsibility of all employees to adhere to the University's Code of Conduct. [\[31/10/00: Agreed\]](#)

58.54.1.2 These procedures are to assist supervisors who are faced with a problem of misconduct in the work place. The procedures are also intended to provide an employee whose work conduct is identified as unsatisfactory with a clear understanding of the process and their rights and obligations under that process. [\[31/10/00: Agreed\]](#)

58.54.1.3 All persons involved in any action initiated under these procedures and/or their representatives should be present at all formal meetings. [\[31/10/00: Agreed\]](#)

58.54.1.4 All persons involved in any action initiated under these procedures are obliged to maintain the strictest confidentiality at all times. [\[31/10/00: Agreed\]](#)

58.54.1.5 The relevant Personnel Officer shall be advised of, and included in, the disciplinary process. [\[31/10/00: Agreed\]](#)

58.54.1.6 The Personnel Officer will keep sufficient written records throughout all proceedings. [\[31/10/00: Agreed\]](#)

58.54.2 Definitions

58.54.2.1 Employee means a member of academic staff other than a casual employee. [\[31/10/00: Agreed\]](#)

58.54.2.2 Supervisor means the officer to whom the employee is accountable. [\[31/10/00: Agreed\]](#)

58.54.2.3 Representative means a member of the staff of the University, or an official of the relevant Union, or a close family member who is not a practising member of the legal profession (eg a barrister or solicitor) who is nominated by an employee for the purpose of these procedures. There may be instances where staff request representation which may not conform to the above and due consideration will be given to the request. [\[31/10/00: Agreed\]](#)

58.54.2.4 Act means any action, word or omission or combination thereof. [\[31/10/00: Agreed\]](#)

58.54.2.5 Termination of Employment means termination of the employment of an employee at the initiative of the University. [\[31/10/00: Agreed\]](#)

58.54.2.6 Misconduct means behaviour, attitude or particular act of an employee that is considered by the University to be of an extent that is unacceptable. Misconduct may include, but is not limited to: [\[31/10/00: Agreed\]](#)

- misbehaviour or acts which constitute an impediment to the carrying out of the employee's work or that of other staff, or which is detrimental to students or members of the public; [\[31/10/00: Agreed\]](#)

- abuse of University resources; [\[31/10/00: Agreed\]](#)
- a breach of the University's Code of Conduct or other policies of the University; [\[31/10/00: Not Agreed – to be revisited\]](#)
- failure to comply with a reasonable instruction given by a person who has a supervisory responsibility for the employee. [\[31/10/00: Agreed\]](#)

58.54.2.7 Serious Misconduct means wilful or deliberate actions of an employee that are unacceptable to the University. Serious misconduct may include, but is not limited to:

- More than two (2) **previously identified, substantiated and formally documented** misconduct offences of a similar nature. [\[31/10/00: Agreed\]](#)
- wilful or deliberate behaviour by an employee that is inconsistent with continuation of the contract of employment; [\[31/10/00: Agreed\]](#)
- Unauthorised use of UNE facilities **for private gain**. [\[31/10/00: Agreed\]](#)
- conduct which causes an imminent and serious risk to the health and safety of any person, or the reputation, viability, or profitability of the University's business; [\[31/10/00: Agreed\]](#)
- any of the following in the course of employment: [\[31/10/00: Agreed\]](#)
 - Theft;
 - Fraud;
 - Assault;
- Refusal to carry out a lawful and reasonable instruction which was consistent with the employee's contract. [\[31/10/00: Agreed\]](#)

58.54.3 Documentation

58.54.3.1 The relevant Personnel Officer shall be responsible for the keeping of all formal documentation. [\[31/10/00: Agreed\]](#)

58.54.3.2 No documentation relating to an employee's misconduct will be held on their Staff Personnel File unless the employee has first been given a copy of the document and had an opportunity to reply to any matters raised therein. [\[31/10/00: Agreed\]](#)

- 58.54.3.3** Cost Centres/Schools are not authorised to hold material relating to the proceedings; however, a copy of relevant documentation may be held in confidence by the Supervisor within a Cost Centre/School for the duration of any action arising from these procedures. Any information held by the Supervisor shall be forwarded to the Personnel Officer at the conclusion of these procedures. [\[31/10/00: Agreed\]](#)
- 58.54.3.4** It is incumbent upon any person holding documentation during these procedures to ensure that the documentation is held in confidence and securely. [\[31/10/00: Agreed\]](#)
- 58.54.3.5** The employee should sign all records of interview and a statement included next to the signature that states that the employee has sighted the summary. If the employee does not agree with the record of interview, s/he may request a note be included to that effect. Employees have a right to make a written response to the report. Failure to sign the record does not invalidate the record of interview. [\[31/10/00: Agreed\]](#)
- 58.54.3.6** The University shall in accordance with the State Records NSW Guidelines, retain all formal documentation on the employee's personnel file for a period of five years after the last action relating to the specific case. Records outside this period will be destroyed. [\[31/10/00: Agreed\]](#)
- 58.54.4 Procedures for Misconduct**
- 58.54.4.1** At all stages of these procedures the affected employee has the right to nominate a Union delegate, Equal Opportunity Advisor or another staff representative to accompany the employee at all meetings. [\[31/10/00: Agreed\]](#)
- 58.54.4.2** The relevant Personnel Officer shall attend all formal meetings in accordance with these procedures. [\[31/10/00: Agreed\]](#)
- 58.54.4.3** Where a supervisor is of the view that the conduct of an employee is unacceptable, the supervisor shall first counsel the employee on the nature of the improvement required and, if appropriate, the time within which reasonable improvement can be expected. [\[31/10/00: Agreed\]](#)
- 58.54.4.4** A record of the counselling given shall be kept and a copy supplied to the staff member concerned. [\[31/10/00: Agreed\]](#)
- 58.54.4.5** If the supervisor believes it appropriate, s/he shall direct the employee to undertake a course of professional development or other appropriate program(s) designed to assist in improving conduct. [\[31/10/00: Agreed\]](#)
- 58.54.4.6** Where a supervisor believes that counselling has not produced, or ~~can not~~cannot produce the desired improvements in conduct, the supervisor shall make a formal report to the Dean that the conduct of a staff member is unsatisfactory. Such ~~a~~ report shall state clearly the aspects of conduct seen as unsatisfactory and the record of attempts to remedy the problem. [\[31/10/00: Agreed\]](#)

58.54.4.7 The supervisor shall provide the employee with a copy of the report at the time it is submitted to the Dean. The employee shall be entitled to 10 working days to submit to the Dean a written response to the supervisor's report. [31/10/00: Agreed]

58.54.4.8 Upon receipt of the supervisor's report and any written response from the employee, the Dean shall first satisfy himself/herself that appropriate steps have been taken to: [31/10/00: Agreed]

- bring the unsatisfactory nature of conduct to the employee's attention; [31/10/00: Agreed]
- ensure that an adequate opportunity to respond was given; [31/10/00: Agreed]
- ensure that any response was taken into account; [31/10/00: Agreed]
- ensure that a reasonable opportunity has been afforded to remedy the conduct problem; and [31/10/00: Agreed]

58.54.4.9 The Dean may consult with colleagues of the employee. The employee will be notified prior to consultation taking place and has the right to register any concerns regarding such consultation. [31/10/00: Agreed]

58.54.4.10 The Dean may then decide to: [31/10/00: Agreed]

58.54.4.10(a) Take no further action and notify the employee and the supervisor of this decision in writing. [31/10/00: Agreed]

58.54.4.10(b) Dismiss the matter and notify the employee and the supervisor of this decision in writing. [31/10/00: Agreed]

58.54.4.10(c) Refer the matter back to the supervisor to ensure that the steps referred to in subclause **58.54.4.3** through to **58.54.4.7** are complied with in substance and in a manner appropriate to the circumstances and advise the employee ~~accordingly~~ in writing. [31/10/00: Agreed]

58.54.4.10(d) Forward a written report to the Vice-Chancellor detailing the process undertaken and recommending that disciplinary action be taken and advise the employee and supervisor ~~accordingly~~ in writing. [31/10/00: Agreed]

58.54.4.11 Should a report be provided to the Vice-Chancellor, s/he shall advise the employee in writing of the Dean's report and the process to be initiated normally within 20 working days. The Vice Chancellor may: [31/10/00: Agreed]

- dismiss the matter; or
- take no further action; or
- Establish a Misconduct Review Committee and may suspend the academic with pay.

58.54.4.12 Should a Misconduct Review Committee be established it shall ~~not~~ consist of:
[31/10/00: Agreed]

- one management representative;
- one Union representative; and
- One chair agreed between the Union and the University.

58.54.4.13 An Equal Opportunity Adviser (EOA) from the University, if requested by any of the above representatives may attend all meetings of the misconduct review committee. [31/10/00: Agreed]

58.54.4.14 The Misconduct Review Committee shall be established and convened within 10 working days of its formation. [31/10/00: Agreed]

58.54.4.15 The Misconduct Review Committee shall review the process and facts associated with the specific case and provide a report on its findings to the Vice Chancellor within ten (10) working days on establishment of the Committee. The report may include recommendations for disciplinary action. [31/10/00: Agreed]

58.54.4.16 The Vice-Chancellor will determine what action should be taken and inform the staff member of the proposed course of action. [31/10/00: Agreed]

58.54.4.17 Nothing in this clause prevents the Vice-Chancellor or Dean/Head of Cost Centre, on his or her own initiative, referring a question of possible misconduct to a supervisor for appropriate action. [31/10/00: Agreed]

58.54.4.18 If the employee challenges the outcome, grievance/dispute resolution procedures as provided in the Academic Staff Enterprise Agreement may be initiated at the agreed appropriate step in those procedures. [31/10/00: Agreed]

58.54.5 Procedure for Serious Misconduct

58.54.5.1 The Vice-Chancellor shall consider any allegation of serious misconduct and may summarily dismiss the employee. If he/she believes such allegations warrant further investigation the Vice-Chancellor shall: [31/10/00: Agreed]

58.54.5.1(a) notify the academic employee in writing and in sufficient detail to enable the employee to understand the precise nature of the allegations, and to properly consider and respond to them;

58.54.5.1(b) require the employee to submit a written response within 10 working days.

58.54.5.2 At the time of notifying the academic employee the Vice-Chancellor may suspend the employee on full pay, or may suspend the employee without pay if the Vice-Chancellor is of the view that the alleged conduct amounts to conduct of a kind envisaged in section 170CM(1)(c) of the Act such that it would be unreasonable to require the employer to continue employment during a period of notice. [31/10/00: Agreed]

58.54.5.3 During any period of suspension the employee may be excluded from the institution, provided that he or she shall be permitted reasonable access to the institution for the preparation of his or her case and to collect personal property. [31/10/00: Agreed]

54.56.5.4 Following receipt of the employee's written response, the Vice-Chancellor shall determine, on the basis of all information available to him/her and within 10 working days, whether or not the conduct amounts to gross misconduct. [31/10/00: Agreed]

58.54.5.5 Where the Vice-Chancellor is of the view that there has been no serious misconduct he/she shall immediately advise the employee in writing, and may, by agreement with the employee, publish the advice in an appropriate manner. The employee will be paid any outstanding salary or benefit(s) that was withheld whilst the employee was suspended. [31/10/00: Agreed]

58.54.5.6 Should the Vice Chancellor require further action, a Serious Misconduct Review Committee will be established consisting of: [31/10/00: Agreed]

- one management representative;
- one Union representative; and
- one chair agreed between the Union and the University.
- And an EOA observer if requested.

58.54.5.7 The Serious Misconduct Review Committee shall review the process and facts associated with the specific case and provide a report on its findings to the Vice Chancellor within ten (10) working days of its formation. [31/10/00: Not Agreed – UNE to come back regarding recommendations]

58.54.5.8 Where the Vice-Chancellor is of the view that the conduct amounts to serious misconduct he/she shall advise the academic in writing and the employee's services will be terminated without notice. [31/10/00: Agreed]

58.54.5.9 Where the Vice-Chancellor determines that the conduct does not constitute serious misconduct but does amount to misconduct, he/she shall advise the employee in writing of the decision and the nature and operative date of any disciplinary action and ensure that any outstanding salary payment ~~are~~ is made if necessary. [31/10/00: Agreed]

58.5.10 If the employee challenges the outcome, grievance/dispute resolution procedures as provided in the Academic Staff Enterprise Agreement may be initiated at the agreed appropriate step in those procedures. [31/10/00: Agreed]

58.54.6 **Disciplinary Action for Misconduct**

58.54.6.1 Disciplinary action for misconduct may include any of the following: [31/10/00: Provisional Agreement – NTEU to respond]

- censure of the academic employee;
- that the employee's salary increment be withheld for up to one year;
- that the employee be demoted to a lower level position with the resulting reduction in salary.

58.54.7 Disciplinary Action for Serious Misconduct

58.54.7.1 Disciplinary action for serious misconduct shall result in the academic employee's services being summarily terminated. [\[31/10/00: Agreed\]](#)

PART 913 - GRIEVANCE & DISPUTE SETTLING PROCEDURES

55.59. PROCEDURES FOR SETTLING GRIEVANCES

55.59.1 A grievance is a complaint made by an employee about their workplace, or another employee, or a decision affecting their employment, but does not cover grievances based on discrimination or ~~harassment which~~ harassment, which should be resolved through the UNE Equity Office where possible. Nothing in this clause prohibits the two ~~processes~~ processes occurring concurrently. This clause does not cover industrial disputes in accordance with clause ~~56-60~~ or grievances between students and employees. For the purpose of this clause, employee means academic, teaching, research and general staff of the University. [\[31/10/00: Agreed\]](#)

55.59.2 If a complaint which may be dealt with under clause ~~56-60~~ has been dealt with in good faith as if it were a grievance, either the University or the Union/s may choose at any time to deal with the complaint as an industrial dispute. If the University or the Union choose to deal with the matter as an industrial dispute the procedures outlined in clause ~~56-60~~ must be followed. [\[31/10/00: Agreed\]](#)

55.59.3 When an employee reports a grievance it must be taken seriously and the employee must be treated fairly. [\[31/10/00: Agreed\]](#)

55.59.4 Cost Centre Heads and supervisors are responsible for trying to prevent problems and for settling grievances in the workplace. Most grievances can be settled informally in the workplace. [\[31/10/00: Agreed\]](#)

55.59.5 An employee who has a grievance about another employee should try and settle the grievance directly with the other employee. [\[31/10/00: Agreed\]](#)

55.59.6 If the grievance cannot be settled between ~~the parties~~ individuals, the ~~parties~~ individuals should seek grievance mediation as provided for in the University's Grievance Mediation Policy and Procedures. [\[31/10/00: Agreed\]](#)

55.59.7 If a decision which affects the employment of an employee is the subject of the grievance, the University will not implement the decision until this procedure has been followed or until the grievance is settled. [\[31/10/00: Agreed\]](#)

~~55. 59.8~~ At any time while trying to settle the grievance, an employee may consult with anyone they choose, including their Union representative. Further, at any time while trying to settle the grievance, an employee may have anyone they choose present, including their Union representative, but not a practicing solicitor or a barrister. [\[31/10/00: Agreed\]](#)

~~55. 59.9~~ If an employee cannot settle a grievance themselves the following process must be followed: [\[31/10/00: Agreed\]](#)

~~55. 59.9.1~~ An aggrieved academic employee shall raise the issue formally with their Supervisor or Supervisors' Supervisor or relevant Personnel Officer and may include a Union/s delegate or another staff representative in discussions. [\[31/10/00: Agreed\]](#)

~~55. 59.9.2~~ If not resolved, the matter shall be referred to a conference of the individual; the Head of Cost Centre; the relevant Personnel Officer and a nominated Union/staff representative. [\[31/10/00: Agreed\]](#)

~~55. 59.9.3~~ Should the matter remain unresolved, a further meeting shall be convened between the individual; a representative from the Industrial Relations Unit; a Union/s or staff representative and may include the relevant Head of Cost Centre and/or the relevant Personnel Officer. [\[31/10/00: Agreed\]](#)

~~55. 59.9.4~~ If the grievance still remains unresolved and if the individual wishes, the complaint may become an industrial dispute. Such matters are to be dealt with as provided in clause ~~566059~~. [\[31/10/00: Agreed\]](#)

6056. INDUSTRIAL DISPUTE SETTLEMENT PROCEDURES

~~56. 60.1~~ The University and the Union parties agree that this Industrial Dispute Procedure must be used to settle any industrial ~~dispute which~~ dispute, which may arise. An industrial dispute means a dispute between the University and one or more staff or the Union which Union, which is about the terms of employment of one or more employees by this Agreement, including a dispute over the interpretation or implementation of this Agreement. [\[31/10/00: Agreed\]](#)

~~56. 60.2~~ ~~If the University and the Union do not agree that a dispute is an "industrial dispute", the matter will be referred to a mutually agreed arbitrator for a speedy decision as to whether the dispute is an industrial dispute.~~

~~56. 60.32~~ When a dispute is being settled in accordance with this procedure: [\[31/10/00: Agreed\]](#)

~~56. 60.32.1~~ work must continue in the current manner; [\[31/10/00: Agreed\]](#)

~~56. 60.32.2~~ the University and the Union parties must not change anything which is subject of the dispute; [\[31/10/00: Agreed\]](#)

~~56. 60.23.3~~ the University and the Union parties must not take any industrial action about the dispute; and [\[31/10/00: Agreed\]](#)

- 56.60.32.4** the ~~University and the Union parties~~ must not take any action to make the dispute worse. [31/10/00: Agreed]
- 56.60.34** Following this procedure does not restrict the rights of the ~~University and the Union parties~~ to exercise their rights under statutory provisions. [31/10/00: Agreed]
- 56.60.54** If there is an industrial dispute the following procedure must be followed: [31/10/00: Agreed]
- 56.60.54.1** In the first instance, an accredited representative of the Union / employee representative and the appropriate representative of the University shall discuss the dispute and attempt to reach agreement within fourteen (14) calendar days of the dispute first being raised. [31/10/00: Agreed]
- 56.60.54.2** Where a dispute is not resolved under clause (a) above, at the request of ~~either any~~ party, a Disputes Panel shall be convened within fourteen (14) calendar days unless agreed otherwise. The Dispute Panel shall consist of two (2) University nominees and two (2) Union nominees ~~or the employee or the employee's agent~~. [31/10/00: Agreed]
- 56.60.54.3** The Disputes Panel shall convene within fourteen (14) calendar days of the matter being referred to it and shall attempt to resolve the matter with one working week of its first meeting. Any resolution shall be in the form of a written Agreement subject, if necessary, to ratification by either party. [31/10/00: Agreed]
- 56.60.54.4** Should the dispute not be resolved by the processes referred to above, the matter may be referred by either party to the Australian Industrial Relations Commission for resolution including, inter alia, by conciliation or arbitration in which case the parties shall be bound by any recommendation or decision of the Commission. [31/10/00: Agreed]

PART 104 – MISCELLANEOUS

5761. NO EXTRA CLAIMS

- 5761.1** The parties agree that there will be no extra claims made for increases in wages, salaries or allowances or in relation to matters covered by this Agreement except where this is specifically contemplated in the terms of this Agreement. [31/10/00: Not Agreed – UNE to respond, including response on the issue of a date to start bargaining the next agreement]

5862. APPLICATION OF WORKPLACE RELATIONS ACT 1996 [31/10/00 – NTEU TO RESPOND]

- 58.62.1** Nothing in this agreement shall prohibit the variation of this agreement in accordance with section 170MD of the Act. [31/10/00: Provisional Agreement – subject to review of wording]

58.62.2 Either party may make application to terminate this Agreement in accordance with section 170MHA of the Act after passing of the Agreement's nominal expiry date. [31/10/00: Provisional Agreed – subject to review of wording]

58.62.3 Nothing in this Agreement shall prohibit the University from offering Australian Workplace Agreements under the provisions of Part VID of the Act to employees paid above \$60,000 per annum. [31/10/00: Not Agreed]

58.62.4 The parties to this Agreement are committed to the principles of Part XA of the Act. [31/10/00: Agreed]

58.62.5 An authorised Union officer shall be permitted right of entry to inspect University premises and other matters in accordance with Division 11A of the Act. [31/10/00: Agreed]

5963. LODGMENT OF AGREEMENT WITH THE AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

5963.1 The parties to the above ~~arrangements~~, arrangements agreed that a copy of this Certified Agreement shall be lodged with the Australian Industrial Relations Commission as part of the file relating to Case Number of 2000. [31/10/00: Agreed]

Signed for and on behalf of
University of New England

.....
Professor Ingrid Moses
Vice Chancellor

Witness.....

Dated.....

Signed for and on behalf of the
National Tertiary Education
Industry Union

.....
Grahame McCulloch
NTEU National General Secretary

Witness.....

Dated.....