



University of New England
Armidale, NSW 2351

*THE UNIVERSITY
OF NEW ENGLAND*

*GENERAL STAFF
ENTERPRISE AGREEMENT
2000/2003*

UNIVERSITY OF NEW ENGLAND GENERAL STAFF ENTERPRISE AGREEMENT 2000/2003

PART ONE – APPLICATION AND OPERATION OF AGREEMENT

1. AGREEMENT TITLE

- 1.1 This Agreement shall be known as *The University of New England General Staff Enterprise Agreement 2000/2003*.

2. ARRANGEMENT

Part One – Application and Operation of Agreement

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

Part Two – Managing Organisational Change

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

Part Three – Salaries, Allowances and Related Matters

11. Payment of Salaries and Salary Packaging
12. Salary and Contingent Increases
13. Salary Rates
14. UNE Classification Descriptors
15. Salary Points within a Classification
16. Linking of HEO Levels
17. On-Call Provisions
18. Call Back Arrangements
19. Stand-Downs
20. Management of Emergencies and Disasters
21. Superannuation

Part Four – Employment Status and Related Matters

22. Categories of Employment
23. Workforce Planning
24. Primary Place of Employment

Part Five – Hours of Work Arrangements

25. Ordinary Hours of Work
26. Cyclic Rostering
27. Flexible and Family Working Arrangements
28. Overtime, Shift Penalties and Loadings
29. Management of Time-Off-In-Lieu

Part Six – Leave and Related Matters

30. Public Holidays, Parental Leave, Family and Community Leave, Jury and Witness Leave and Long Service Leave
31. Christmas Break
32. Sick Leave
33. Annual leave
34. Taking of Long Service Leave
35. Maternity Leave
36. University Shutdown

Part Seven – Variation of Employment

37. Transfer
38. Termination of Employment
39. Abandonment of Employment
40. No Forced Retrenchments
41. Retrenchment Pay
42. Medical Retirement
43. Recovery of Debts

Part Eight – Organisational Development

44. Organisational Development

Part Nine – Workplace Risk Management

45. Workplace Risk Management

Part Ten – Aboriginal and Torres Strait Islander Employment

46. Aboriginal and Torres Strait Islander Employment

Part Eleven – Performance Management

47. Performance Recognition and Feedback
48. Procedures to Improve Unsatisfactory Performance

Part Twelve – Disciplinary Procedures

49. Misconduct and Serious Misconduct Procedures

Part Thirteen - Grievance and Dispute Resolution Procedures

- 50. Procedures for Settling Grievances
- 51. Industrial Dispute Settlement Procedures

Part Fourteen - Miscellaneous

- 52. No Extra Claims
- 53. Application of Workplace Relations Act 1996
- 54. Lodgement of Agreement with the AIRC

- Schedule A:** Full-Time Salary Rates
- Schedule B:** Casual Rates
- Schedule C:** Apprentice Rates
- Schedule D:** Student Rates
- Schedule E:** 2% General Staff Productivity Contingent Salary Increase
- Schedule F:** 1% Organisational Contingent Salary Increase

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 CPSU, the Community and Public Sector Union;
- 3.1.3** all general staff employees up to and including the minimum rate for HEO 10.

3.2 General staff engaged at a salary level which exceeds the minimum rate for HEO 10 will have conditions of employment set out in an individual employment contract which may, at the discretion of the University, include specific entitlements contained in this agreement.

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.

5. RELATIONSHIP WITH OTHER AWARDS AND AGREEMENTS

5.1 This Agreement:

- 5.1.1** rescinds and replaces the University of New England General Staff Enterprise Agreement 1998/1999 as certified by the AIRC on 3 June 1998 and all other awards and agreements binding upon the University, other than those named in this Agreement;

- 5.1.2 is to be read in conjunction with The University of New England General Staff (Interim) Award 2000;
- 5.1.3 is to be read in conjunction with the University of New England (Information Technology Officers) On-Call Conditions Agreement 1999.
- 5.1.4 shall operate to the exclusion of and override the Higher Education Contract of Employment Award 1998; and
- 5.1.5 does not affect or impede the National Training Wage Interim Award 1994.
- 5.2 In the event of any inconsistency between this Agreement and the provisions of the above listed Awards and Agreements, the provisions of this Agreement will prevail to the extent of any inconsistency.
- 5.3 Where this Agreement deals with a matter also dealt within one of the above listed Awards or Agreements and the matter is expressly stipulated in the body of this Agreement, then this Agreement will prevail over that matter absolutely.

6. DEFINITIONS

- 6.1 In this Agreement, unless the contrary intention appears, the following words and phrases shall mean:
 - 6.1.1 “Act” means the Workplace Relations Act 1996 as amended from time to time;
 - 6.1.2 “AIRC” means the Australian Industrial Relations Commission;
 - 6.1.3 "Award" means The University of New England General Staff (Interim) Award 2000;
 - 6.1.4 "by agreement" shall mean that changes shall only be introduced with the approval of both parties;
 - 6.1.5 "Consultation" means that the parties shall confer and the views expressed by either party shall be taken into account before final decisions are made by management;
 - 6.1.6 "Cost centre" is an administrative term used to define a budgetary unit at the level of faculty, school or directorate;
 - 6.1.7 “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;
 - 6.1.8 “Negotiation” means that the parties will confer on the issue being considered and every attempt will be made to reach a mutually agreeable outcome;

- 6.1.9** "Ordinary rate of pay" means the gross rate of pay of an employee's substantive position free of all loadings, bonuses and allowances;
- 6.1.10** "Ordinary daily hours" means seven (7) hours per day within the span of hours for the position, or pro rata in the case of part time employees.
- 6.1.11** "Redundant position" means a position that is identified as surplus to the needs of the University;
- 6.1.12** "Redeployment" means the movement of an employee whose position has been declared redundant into another vacant position within the University;
- 6.1.13** "Retrenchment" means the termination of employment of an employee whose position has been declared redundant and who has elected to accept a retrenchment package;
- 6.1.14** "Shiftworker" means a person who is required to regularly perform duties on a continuous rotating shift over a 24 hour day seven (7) day week;
- 6.1.15** "Substantive position" means a classified position within the University's employment structure that a general staff employee has been appointed to as a result of the University's selection process.
- 6.1.16** "Time-off-in-lieu" means time off in lieu of overtime payments and is accrued at a rate equal to the quantum of hours worked (ie. hour for hour basis);
- 6.1.17** "Transfer" means the movement or relocation of an employee from one job or workplace to another at their substantive level;
- 6.1.18** "Union" means the CPSU, the Community and Public Sector Union;
- 6.1.19** "University" means The University of New England;
- 6.1.20** "Vice-Chancellor" shall mean and refer to the chief executive officer of the University.

7. COMMITMENTS

- 7.1** To assist the University in achieving its Strategic objectives the parties aim to create a workforce that has a culture of mutual respect with consultation, participation, trust, flexibility, teamwork and continuing improvement; a culture where work practices are flexible and based on skill and ability; where employees are well trained, committed and accountable for their job responsibility. The objective of this strategy is to achieve real and sustainable productivity enhancement, through improvement in income generation, quality of service, delivery of service, work organisation and training. In achieving such objectives the parties are committed to ensuring equity, fairness and equal employment opportunity in accordance with the University Strategic Plan 1997 – 2002.

7.2 The parties recognise that significant organisational and operational change has taken place within general staff areas of the University over the past five years due to changing market conditions, student, staff and community service expectations and changes to government funding and budget constraints. In adapting to its changing environment, the University will implement a strategy of continuous improvement which is designed to:

7.2.1 provide the best available service to its students, staff and community;

7.2.2 incorporate quality assurance as an integral part of the University's operations;

7.2.3 increase productivity with minimal additional costs to the University; and

7.2.4 enhance multi-skilling of employees where appropriate.

7.3 It is the purpose of this Agreement to support the University's service and productivity objectives and to provide meaningful and responsible roles to general staff of the University through the implementation of workforce planning strategies.

7.4 Equal Employment Opportunity

7.4.1 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, sexual preference, disability, age or transgender status.

7.4.2 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:

7.4.2(a) consultation with the Equity Manager on changes to employment policies;

7.4.2(b) continued support for the Equal Opportunity Advisor Scheme; and

7.4.2(c) the provision of equity-related and cross cultural awareness education and training programs for managers and Heads of Schools.

PART TWO – MANAGING ORGANISATIONAL CHANGE

8. MANAGING ORGANISATIONAL CHANGE

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 unions agree to negotiate in these matters consonant to securing the best possible outcome for their membership.

8.2 Principles

- 8.2.1** The parties agree that where the carrying out of the University's responsibilities and obligations will cause changes, the steps outlined in clause 8.3 will be implemented when the following circumstances prevail:
- 8.2.1(a)** A targeted reduction in the general staff workforce which will have a significant impact within a cost centre is to occur;
 - 8.2.1(b)** The restructuring of work required of general staff which may result in a negative impact upon members of a cost centre collectively is to occur.
 - 8.2.1(c)** Changes which may have a long-term negative impact on general staff workload are to occur.
- 8.2.2** By agreement between the parties, clause 8.3 may be implemented where circumstances other than these apply.

8.2.3 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.

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 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 Head of Cost Centre in order to facilitate completion of the particular workplace change process expeditiously.

8.3.1(c) Once the 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 (eg. redundancies)
- 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 the Unions 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 Head of Cost Centre decides to proceed with the change, the 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 Unions for comment. If necessary further meetings shall take place to finalise the managing change document.
- 8.3.1(h)** Once affected staff and the Unions have been provided with the managing change document in accordance with step (d), then subclauses (e), (f) and (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, the workplace change shall be implemented by the Head of Cost Centre in accordance with the terms of the workplace change document and relevant employment conditions.

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 have been considered before the changed policy is implemented by the University.
- 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.

10. WORKPLACE REVIEWS

- 10.1** The parties agree that the University has the right to review any area of activity within the University's operations.

PART THREE - SALARIES, ALLOWANCES AND RELATED MATTERS

11. PAYMENT OF SALARIES AND SALARY PACKAGING

- 11.1** General 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.
- 11.2** In exceptional circumstances, cheques may be drawn at the discretion of the University.
- 11.3** 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.
- 11.4** 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.
- 11.5** 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.

12. SALARY AND CONTINGENT INCREASES

- 12.1** For employees the following salary increases to existing salary rates will apply:
- 12.1.1** 1% from the first pay period to commence on or after 1 May 2000;
- 12.1.2** 2% from the first pay period to commence on or after 1 July 2001;
- 12.1.3** 2% from the first pay period to commence on or after 1 July 2002;
- 12.1.4** 2% from the first pay period to commence on or after the 31 December 2002;
- 12.2** In addition to the final 2% increase as prescribed in clause 12.1.4, the University undertakes to supplement this increase, with a further 3%. This additional salary offer is shall be broken up as follows:
- 12.2.1** 2% salary increase tied to the achievement of general staff efficiencies as outlined in Schedule E; and
- 12.2.2** 1% salary increase subject to the University achieving an increase in available funds from the contingency targets and goals outlined in Schedule F.

- 12.3** The additional increases prescribed in subclauses 12.2.1 and 12.2.2, if applicable, will take effect from the first pay period to commence on or after the 31 March 2003.
- 12.4** Any retrospective salary increase shall only be paid to those continuing and fixed term employees employed by the University at the time of certification.
- 12.5** The University agrees to increase salaries consistent with any Federal Government improvements to current salary supplementation arrangements or additional funding made available for general staff salary increases.

13. SALARY RATES

- 13.1** The salary rates contained in Schedule A are payable to full time employees covered by this Agreement and include the above salary increases and are inclusive of the roll-up of annual leave loading.
- 13.2** Part time employees shall receive entitlements to salary and conditions in this Agreement on a pro-rata basis.

13.3 Apprentice rates

- 13.3.1** Apprentices will be paid rates in accordance with the following percentages of the salary prescribed for the first step of HEO Level 3:

1 st year	45%
2 nd year	60%
3 rd year	75%
4 th year	90%

- 13.3.2** Apprentice rates are prescribed in Schedule C of this Agreement.

13.4 Casual rates

- 13.4.1** Casual rates are payable to casual employees and are set out in Schedule B of this Agreement.
- 13.4.2** Casual employees shall be paid at casual rates that incorporate a casual loading of 22.5% on top of the base hourly rate. The casual loading is in lieu of all other entitlements including but not limited to annual leave, sick leave, overtime, shift penalties, long service leave accrual and service, annual leave loading and working irregular hours.

14. UNE CLASSIFICATION DESCRIPTORS

- 14.1** Positions covered by this Agreement shall be classified in accordance with the UNE Classification Descriptors.
- 14.2** During the first twelve months from certification of this Agreement the parties agree to jointly review the UNE classification descriptors. The review will examine classification responsibilities, including but not limited to specific technical and professional responsibilities.
- 14.3** This Agreement may be varied to incorporate any subsequent agreed classification descriptors in accordance with section 170MD of the Act.

15. SALARY POINTS WITHIN A CLASSIFICATION

15.1 Movement within salary points

- 15.1.1** At the conclusion of each 12 month period, following an employee's entry into a classification, an employee will be eligible for movement to the next highest salary point within the classification.
- 15.1.2** Movement to the next salary point within the classification will only occur when the supervisor/manager has advised Personnel Services in writing that, over the preceding 12 months, the employee:
- 15.1.2(a)** has acquired and used additional skills, experience and knowledge within the ambit of the classification and in accordance with the priorities of the organisational unit, consistent with the principles of the criteria used in the Goal Setting and Performance Review System, and
 - 15.1.2(b)** has demonstrated satisfactory performance against the relevant classification description.
- 15.1.3** 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.
- 15.1.4** Where a 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.
- 15.1.5** 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.

15.2 Staff development/performance review

- 15.2.1** An annual Goal Setting and Performance Review System shall be conducted for all employees. The review shall be confidential, and, without limiting the scope, is intended to identify:
- 15.2.1(a)** the new and enhanced skills required by the University, if any, together with proposed competency levels required where appropriate;
 - 15.2.1(b)** any development anticipated by the University for the employee in his/her position both in the short term and the longer term;
 - 15.2.1(c)** the performance objectives required;
 - 15.2.1(d)** current performance; and
 - 15.2.1(e)** individual workload requirements.

16. LINKING OF HEO LEVELS

- 16.1** As part of the Award Restructuring process (1993), the University replaced the existing classifications structure with 10 classification bands covering all general staff. These bands are differentiated by very broad classification descriptors, determined in 1994.
- 16.2** During the life of this Agreement the University will develop and implement a policy on the linking of HEO levels.
- 16.3** The term “linking of HEO levels” provides that nothing in this agreement shall prevent the University classifying a position involving more than one HEO level.
- 16.4** On the certification of this Agreement and as a “one-off” reclassification, an employee of the University who has completed more than one year service at the top salary step of HEO Level 1 at the date of certification will be reclassified and appointed at the base step of HEO Level 2 and shall be eligible to movement between salary points in accordance with clause 15.

17. ON-CALL PROVISIONS

- 17.1** The purpose of this provision is to recognise and appropriately compensate nominated members of staff who are required to remain on-call for extended periods of time in order to maintain the effective operation of the University.
- 17.2** "On-call" means the situation in which a staff member is required to be contactable and available for duty at all times during a rostered period for emergency, remote monitoring, maintenance and/or breakdown work. A staff member “on-call” will not be required to remain at his/her home.

17.3 This provision does not apply to staff members covered by the University of New England (Information Technology Officers) On-call Conditions Agreement 1999/2002.

17.4 Payments of on-call allowance

17.4.1 While “on-call” a staff member shall receive an allowance for each 24 hour rostered period. The allowance shall equate to 15% of the staff member’s ordinary daily rate of pay (excluding any bonuses and/or allowances). The on-call allowance is not subject to calculation for superannuation purposes.

17.5 Payments of overtime for employees on-call

17.5.1 Where a staff member is able to rectify a fault remotely and the “log on” time is less than 30 minutes, the staff member will not receive an overtime payment.

17.5.2 Where a staff member is able to rectify a fault remotely and a "log on" session of longer than 30 minutes is necessary, any overtime payable will be paid at the rate of time and one half.

17.5.3 Where a staff member is required to return to the University at any time outside of their normal working hours, overtime will be paid for a minimum of three hours inclusive of a maximum of fifteen (15) minutes travelling time.

17.5.4 Any additional return to the University, for the same or related problem, within a minimum overtime period will not attract further payment.

17.5.5 Overtime will be paid to the nearest quarter hour (15 minutes).

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

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

18. CALL BACK ARRANGEMENTS

18.1 Staff members may nominate themselves as being able to be “called back” to perform extra duties outside of their ordinary hours of duty. In such cases, the staff member’s name will be placed on an availability list kept within their work area. The staff member will not be “on call” but may be contacted if the need arises.

18.2 Staff members available for “call back” will receive additional remuneration only in cases where they are called back to the University.

18.3 Payments for call backs

- 18.3.1** Where a staff member is called back at any time outside of their normal working hours, overtime will be paid for a minimum of three (3) hours inclusive of a maximum of fifteen (15) minutes travelling time.
- 18.3.2** Any additional call back within a minimum overtime period, for the same or related problem, will not attract further payment. For example, if a staff member is called back at 6.00 pm on a Monday evening and then called back again for the same or related problem at 7.00 pm on the same evening, only one minimum payment of three (3) hours will be paid. All other call backs will be treated as separate calls. Where a call back extends beyond the three (3) hour minimum, normal overtime rates will be paid for the additional time worked.
- 18.3.3** If an employee is required to use their own vehicle for a call back to their workplace they will be paid mileage allowance for the return journey unless other suitable travel arrangements have been agreed between the employee and their supervisor.
- 18.3.4** Nothing in this policy restricts the use of flexible working arrangements and/or time off in lieu of overtime. Any such arrangements must adhere to the University's policies and procedures.
- 18.3.5** If a call back extends beyond the three (3) hour minimum, ten hour break provisions shall apply in accordance with the Award.

19. STAND DOWNS

- 19.1** When a College or the Yarm Gwanga Childcare Centre is in recess and it is necessary to stand down full-time employees they shall be paid half ordinary pay for the period during which they have been stood down, if the staff member returns to work on reopening of the College/Yarm Gwanga Childcare Centre and continues in such employment for a period of at least four (4) weeks. The pay due in respect to this sub-clause shall be paid at the completion of this four (4) week period.
- 19.2** By mutual agreement between the employee and the University (and without duress), an employee may be stood down outside College/Yarm Gwanga Childcare Centre recess periods, in which case (unless arrangements for time off in lieu have been agreed between the individual and their Head of College/Director) half ordinary pay shall apply for the period stood down, if the staff member returns to work at the completion of the stand down period and remains in such employment for a period of at least four (4) weeks.
- 19.3** On the completion of four (4) weeks' service after the period of stand down the period of such stand down will be taken into account when determining the accrual of annual leave and long service leave.

20. MANAGEMENT OF EMERGENCIES AND DISASTERS

- 20.1** The parties acknowledge that the geographical location of the University can limit the availability of expertise which may be required in times of emergencies and disasters (e.g. floods, severe storms etc).
- 20.2** 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.
- 20.3** During an emergency or disaster, any employee can be reasonably required to perform duties, within their existing skill, competence and training, outside their ordinary daily hours to deal with an emergency or disaster and shall be paid at the rate of time and one half for the period of duties performed.
- 20.4** The determination of an emergency or disaster shall be made by the Vice Chancellor (or their nominee).

21. SUPERANNUATION

- 21.1** The University will maintain employer superannuation contributions for all current and new staff, in accordance with this clause during the life of this Agreement.
- 21.2** 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.
- 21.3** 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.
- 21.4** 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.
- 21.5** 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.

- 21.6** All staff working at HEO level 4.5 and below, on joining the SSAU (Superannuation Scheme for Australian Universities) and TESS (Tertiary Education Super Scheme) schemes will have the choice of contributing at 3.5% of their gross salary. This will require a total employer contribution of 10%. If the employee wishes to contribute at 7% they may elect to do so. This will require a total employer contribution of 17%.
- 21.7** Staff at level HEO 4.5 and below may at any time reduce their contributions to 3.5%. The employer contributions will also reduce accordingly.
- 21.8** All casual staff shall have a minimum of 3% of their salary paid to an appropriate superannuation fund, either TESS or SSAU.
- 21.9** The provisions of any legislation requiring a choice of superannuation funds shall have no application at the University during the life of this Agreement.

PART FOUR - EMPLOYMENT STATUS AND RELATED MATTERS

22. CATEGORIES OF EMPLOYMENT

22.1 The University shall employ persons:

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

22.1.2 as casual or student employees.

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

22.3 The provisions of subclauses 22.4 to 22.9 override clause 10 of the Award and Part 5 of the Award.

22.4 Continuing employment

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

22.5 Fixed term employment

22.5.1 “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.

22.5.2 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.

22.5.3 The provisions of clause 40 and 41 of this Agreement will not apply to fixed term employees.

22.6 Full-time employment

22.6.1 “Full-time employment” means all employment other than “part-time”, 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. For administrative purposes, full-time employment is based on a 35 hour week.

22.7 Part time employment

22.7.1 “Part-time employment” means employment for less than the normal weekly ordinary hours specified for a full-time employee, for which all entitlements provided within this Agreement are paid on a pro-rata basis calculated by reference to the time worked. Part-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.

22.7.2 At the time of engagement the University and the regular part-time employee will agree in writing, on a regular pattern of work, specifying at least the hours worked each day, which days of work the employee will work and the actual starting and finishing times each day.

22.7.3 Any variation to the regular pattern of work will be recorded in writing and provided to the employee from the relevant Personnel Officer.

22.8 Casual Employment

22.8.1 “Casual employment” shall mean a person engaged by the hour and paid on an hourly basis that includes a loading related to award based benefits for which a casual employee is not eligible and that neither the employer or casual employee shall have any expectation that the casual employment is if an ongoing nature.

22.8.2 Casual employees normally work less than full time in any week, and each work period is a separate and distinct period of service. Except for emergencies or disasters as provided for in clause 20 of this Agreement, a casual employee shall not be required to work in excess of ten (10) ordinary hours per day.

22.8.3 A casual employee shall not be employed for greater than eight (8) weeks in any one position for a continuous period. A minimum break of six (6) weeks should apply after each eight week continuous period for any one position before the same casual employee could be re-employed in that position on a casual basis.

22.9 Student Employment

22.9.1 Student employment is a separate category of employment. The hours a student employee works are subject to availability, relevant to their study timetable requirements. Student employees shall be paid an all-inclusive rate (detailed in Schedule D) regardless of days worked.

- 22.9.2** Within the first three months of certification of this Agreement, the parties shall review and agree upon classification descriptors for the two levels of student employment.

23. WORKFORCE PLANNING

- 23.1** The parties recognise the unique circumstances associated with the geographic location of the University of New England. It is also recognised that attracting, developing, retaining and renewal of high quality staff is a core objective of the University.
- 23.2** In order to achieve this objective, the University will implement a workforce planning policy and procedure following consultation with the parties within twelve (12) months from certification of this Agreement.

24. PRIMARY PLACE OF EMPLOYMENT

- 24.1** 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
- 24.2** Where staff may have to undertake duties at other locations this will be determined after consultation and consideration of appropriate allowances and entitlements.
- 24.3** Employees shall attend their primary place of employment as reasonably required by their supervisor to carry out their duties.

PART FIVE – HOURS OF WORK ARRANGEMENTS

25. ORDINARY HOURS OF WORK

- 25.1** An employee's ordinary hours of work will be as follows for those times when the employee is involved in essential work for the conduct of and preparation for:
- University exams
 - Graduation
 - Residential schools
 - Orientation week
 - Open and career days (including Information Weekend)
 - Such other occasions as may be mutually agreed between the parties.

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

25.2 All other times, the ordinary hours of work of employees will be in accordance with the Award.

25.3 An employee must be rostered off at least four (4) days per fortnight, of which two of these days must be a consecutive Saturday and Sunday.

25.4 In allocating rostered days off to employees, a supervisor shall ensure that:

25.3.1 a reasonably equitable allocation of rostered days off is made;

25.3.2 consideration is given to an employees religious/cultural obligations;

25.3.3 consideration is given to an employees family and community obligations (e.g. sporting commitments and ability to organise childcare)

25.4 Notice for change of ordinary rostering arrangements shall be in accordance with the Award.

26. CYCLIC ROSTERING

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

27. FLEXIBLE AND FAMILY WORKING ARRANGEMENTS

- 27.1** 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.
- 27.2** Arrangements, where authorised, may include provisions such as flexible rostering arrangements, fractional employment, salary averaging, job rotation, secondment, opportunities for career breaks, special arrangements (including leave) for non-custodial parents, balancing work and family needs and other arrangements where mutually agreed from time to time and where such arrangements can be accommodated by the University.
- 27.3** Individual arrangements shall be confirmed in writing, by the Personnel Officer, for a fixed term and lodged with Personnel Services.
- 27.4** 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).

28. OVERTIME, SHIFT PENALTIES AND LOADINGS

- 28.1** Unless in an emergency, all overtime worked must be authorised in writing in advance by the appropriate Supervisor. Shift penalties shall not apply where overtime is paid.
- 28.2** Unless there is mutual agreement between the Supervisor and the employee regarding flexible working arrangements, including but not limited to time-off-in-lieu, overtime is payable for all work in excess of the ordinary daily hours or for work done outside the ordinary span of hours for the position. Payment of overtime shall be calculated to the nearest 15 minute block.
- 28.3** For the purpose of this clause, “ordinary span of hours” means the span of time over which an employee may be required to work ordinary hours.
- 28.4** In an area where flexible working arrangements have been agreed, the maximum number of ordinary hours that can be worked each day before overtime applies will be ten (10) hours. Each day shall stand-alone.
- 28.5** An employee on HEO 8.1 or above shall not be eligible to receive overtime payments provided that the University may in special circumstance pay overtime or grant time off in lieu.
- 28.6** A casual employee shall only be entitled to overtime where hours worked are in excess of 10 ordinary hours per day.
- 28.7** If an employee is instructed to report for overtime on a day when he/she would not have to work, and on reporting for duty finds that there is no work, the employee will be paid three (3) hours overtime at the appropriate overtime rate.

28.8 The following rates are to be paid to eligible employees for all overtime worked where time off in lieu has not been mutually agreed:

OVERTIME RATES

<u>Day Worked</u>	<u>Overtime Rate</u>
Monday to Saturday	The ordinary rate plus 50% for the first 2 hours and the ordinary rate plus 100% thereafter
Sunday	The ordinary rate plus 100%
Public Holidays	The ordinary rate plus 150%

28.9 Where employees work any of their ordinary hours on either a Saturday, Sunday, or Public Holiday, the following loadings shall be paid and time off in lieu shall not apply:

LOADING RATES

<u>Day Worked</u>	<u>Loading Rate</u>
Saturday	The ordinary rate plus 50% for the first 2 hours and the ordinary rate plus 100% thereafter
Sunday	The ordinary rate plus 100%
Public Holidays	The ordinary rate plus 150%

28.10 Shift penalties shall only apply to shiftworkers as provided for in the Award.

29. MANAGEMENT OF TIME-OFF-IN-LIEU

29.1 An employee may elect to have overtime acquitted as “time-off-in-lieu” rather than as payment.

29.2 The University may offer or discuss the option of time-off-in-lieu, but shall have no power to direct an employee to take overtime worked as time-off-in-lieu.

29.3 Time-off-in-lieu entitlements shall be accrued at the rate of the actual hours worked (i.e. hour for hour basis).

29.4 The responsibility for the authorisation, recording, monitoring and management of time-off-in-lieu shall lie with the respective supervisor/manager of the relevant work unit. The provision of time-off-in-lieu must be authorised and recorded in writing by the employee’s supervisor in advance of accrual. The employee shall be provided with a written authorised copy of the record of accrual.

29.5 A maximum of one (1) weeks ordinary time may be accrued as time-off-in-lieu (i.e. the maximum accrual shall not exceed 35 hours at any time).

- 29.6** Where, due to work requirements, an employee is not able to take the accrued time-off-in-lieu within twelve (12) weeks of when it was accrued, the time-off-in-lieu shall be taken as leave immediately. If, due to operational requirements, the University can not release the employee to take the accrued time-off-in-lieu as leave, then the University must pay the employee the accrued time-off-in-lieu at the rate at the rate at which it accrued.
- 29.7** In all other circumstances, time-off-in-lieu should be taken as soon as possible within two (2) weeks of accrual at a time mutually agreed between the employee and supervisor, consistent with operational requirements and may be taken in whole days or part thereof.
- 29.8** The supervisor and employee shall, within two weeks of accrual, mutually agree to the timing of when time-off-in-lieu shall be taken.
- 29.9** The University will not recognize unauthorised time-off-in-lieu.
- 29.10** The parties agree to review the operation of this clause after the first 12 months from certification of this Agreement.
- 29.11** Within three months from certification of this Agreement, arrangements for reconciling previously out-standing authorised time-off-in-lieu accruals shall be determined between the employee and their supervisor.

PART SIX – LEAVE AND RELATED MATTERS

30. PUBLIC HOLIDAYS, PARENTAL LEAVE, FAMILY AND COMMUNITY LEAVE, JURY AND WITNESS LEAVE AND LONG SERVICE LEAVE

- 30.1** Public holidays, parental leave, family and community leave, jury and witness leave and long service leave shall all be as provided in the Award.

31. CHRISTMAS BREAK

- 31.1** General 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.
- 31.2** Should a general staff employee be required to work during such Christmas break they will accrue time off equivalent to the quantum of time worked. Such time off should normally be taken within four (4) weeks of the Christmas break at a time mutually agreed between the employee and their Supervisor/Manager.
- 31.3** Any day which falls during the Christmas break and is gazetted as a public holiday will form part of the Christmas break.

32. SICK LEAVE

- 32.1** The parties agree that there will be no cap on the level of sick leave and that this clause overrides clause 27 of the Award absolutely.
- 32.2** Employees (other than casual and student employees) 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.
- 32.3** Employees (other than casual and student employees) 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.
- 32.4** 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.
- 32.5** An employee who is unable to attend work due to illness shall inform the supervisor or other senior person as soon as practicable stating the nature of the illness and the estimated duration of the absence.
- 32.6** If leaving work due to illness, an employee shall inform their supervisor before doing so, unless there are extenuating circumstances rendering this impossible.
- 32.7** If any sick leave absence exceeds 3 consecutive working days, the employee shall provide as soon as possible a medical certificate as to the nature of the illness involved and stating that the employee is unable to attend for duty on a day or days in respect of which the employee claims sick leave from a registered health practitioner.
- 32.8** The University will manage sick leave in a fair and equitable way, which takes account of the circumstances and results of individual absences.
- 32.9** In applying the provisions of this clause, sympathetic consideration shall be given to employee's with more than one years service where such an employee suffers from chronic or terminal illness.
- 32.10** The University may terminate the employment of an employee where it is fully satisfied that the employee is unable to fulfil their contractual obligations due to an ongoing medical condition.

33. ANNUAL LEAVE

- 33.1** An employee, other than a casual employee, shall be eligible to an additional one week of annual leave in addition to the annual leave entitlement provided in clause 25 of the Award.

- 33.2** This additional one week of annual leave shall not attract or be subject to annual leave loading.
- 33.3** The University may direct an employee to take annual leave for which the employee is eligible at such time as is convenient to the University, but as far as practicable the wishes of the employee concerned shall be taken into consideration when fixing the time for the annual leave.
- 33.4** The parties acknowledge it is the University's intention to work towards a cap on the accrual limit of annual leave to a maximum of 5 weeks.
- 34.5** If an employee, who is eligible for sick leave, produces a satisfactory medical certificate to the effect that he/she has been incapacitated for a period of one week or more while on annual leave, the university will re-credit the employee with an equivalent period of annual leave. No such re-credit will be granted to an employee on annual leave immediately prior to retirement, resignation or termination of services.

34. TAKING OF LONG SERVICE LEAVE

- 34.1** Subject to clause 26 of the Award, where an employee has accumulated a long service leave accrual in excess of 18 weeks, the supervisor/manager may give the employee written notice to take a minimum of six weeks and up to thirteen weeks of such leave at a time convenient to the needs of the University. The employee must receive written notice of at least twelve months of the date on which the leave must commence.

35. MATERNITY LEAVE

- 35.1** In addition to existing entitlements included in clause 28 of the Award, flexible-working arrangements (including part-time work) may be entered into to accommodate individual staff during maternity leave for a period of not more than six (6) months. Such arrangements may only be entered into where there is mutual agreement between the individual and University.
- 35.2** Any time worked will not extend the entitlement to paid maternity leave.

36. UNIVERSITY SHUTDOWN

- 36.1** The University may require a shutdown of all resources of the University, or part of the University, at any other time as determined by the Vice Chancellor. A shutdown period may require general staff to cease using University resources. Shutdown periods will occur without loss of ordinary pay.

PART SEVEN – VARIATION TO EMPLOYMENT

37. TRANSFER

37.1 Notwithstanding any other provision of this Agreement the University reserves the right to transfer any member of general staff into any reasonable position at their current substantive classification/HEO level.

38. TERMINATION OF EMPLOYMENT

38.1 For disciplinary purposes, the University may terminate the employment of a general staff (other than a casual or student employee) employee by giving two weeks notice, or by giving two weeks pay in lieu of notice, except in cases of instant dismissal for serious or wilful misconduct. Disciplinary procedures of the University will apply where appropriate prior to action for termination.

38.2 The University may terminate the employment of casual and student employee on the giving of one (1) hours notice.

38.3 Resignation of Employment

38.3.1 A continuing or fixed term employee may resign from their employment with the University by the giving of two weeks notice. Pay may be deducted if two weeks notice is not given.

39. ABANDONMENT OF EMPLOYMENT

39.1 An employee who is absent from work for a period of 3 days or more, without explanation and does not, without reasonable justification, inform the Supervisor or Head of Cost Centre of the reason for such absence may be deemed to have terminated their employment.

40. NO FORCED RETRENCHMENTS

40.1 In accordance with the University's Strategic Plan 1997 - 2000, the University is committed to developing and retaining high quality staff. To this end, the University agrees to no forced retrenchments for general staff, up to and including staff employed at the minimum rate of HEO 10, during the life of this Agreement.

40.2 The University reserves the right to transfer any existing general staff members to any reasonable position within the University that is commensurate with the employee's skills, competence and training at their current salary classification level. Transfers may involve the staff member being relocated in more than one position as required by the University. A redeployment review period of up to three months may apply before the appointment is confirmed. A redeployment review shall be for the purpose of ensuring that the employee can reasonably fulfil the job requirements to a satisfactory

requirement. For the purpose of this clause, reasonably implies a match between an employees skill profile and the requirements of the position.

40.3 From the date of certification of this Agreement, where a position or the duties of a position are no longer required, and the incumbent has not already been transferred to another position, the incumbent may either:

40.3.1 elect to be redeployed to another position within the University, which is not more than two (2) levels below their present substantive position, if the present level is not available. Such redeployed employees shall retain their salary for all purposes (including superannuation) on a personal basis until the salary of the lower level position reaches that level; or

40.3.2 elect to accept an offer from the University of a retrenchment package.

40.4 For administrative purposes, an employee placed in a position which is at a lower level than their substantive level, will be deemed to be on the top step of the lower level for salary purposes. Notwithstanding, the University will freeze the employee's salary at the time their position is declared redundant and will hold it at the amount until it is overtaken by the salary of the top step of the lower level position into which they have been redeployed.

40.5 In accepting redeployment, an employee agrees to be retrained as required by the University. Any approved costs associated with retraining will be paid for by the University.

40.6 The University will maintain a record of a redeployed employees substantive position and may transfer the employee at their substantive position at any time a suitable position becomes available.

40.7 The duties of any new position to be undertaken by the employee will be classified through the University's normal classification process.

40.8 The provisions of this clause do not apply to persons engaged on fixed term contracts.

41. RETRENCHMENT PAY

41.1 The minimum value of the retrenchment package which may be negotiated with an employee as provided for in subclause 40.3.2 of this Agreement shall be no less than as follows:

41.1.1 Payment in lieu of notice based upon the following table:

<u>Period of continuous service</u>	<u>Period of Notice</u>
Less than 1 year	1 week
1 year and up to the completion of 3 years	2 weeks
3 years and up to the completion of 5 years	3 weeks
5 years and over	4 weeks

provided that where an employee is 45 years of age or older and has completed two (2) years continuous service with the University, the period of notice will be extended by one (1) week.

- 41.1.2** Two (2) weeks for each year of service, provided that where an employee is 45 years of age or older and has completed two 2 years continuous service with the University the employee shall be entitled to an additional four (4) weeks pay.
- 41.2** The maximum retrenchment package payable shall be no more than 52 ordinary weeks pay or equivalent.
- 41.3** At any time during negotiation for a retrenchment package, an employee may consult or have present at negotiations anyone they choose, including but not limited to their union representative, but not a practising solicitor or barrister.
- 41.4** No severance or retrenchment pay shall be payable on the expiration of a fixed term contract.
- 41.5** Nothing in this clause shall prohibit the University and an employee agreeing to an alternative retrenchment package so long as the value of such a package is not less than the money value provided in accordance with the above sub-clauses.

42. MEDICAL RETIREMENT

- 42.1** The University may require, in writing, a general 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.
- 42.2** Procedures for medical retirement shall be in accordance with University policy.

43. RECOVERY OF DEBTS

- 43.1** The University reserves the right as a condition of employment to deduct any monies owing to the University by an employee from salary payments.
- 43.2** An employee shall be given a statement of the recovery amount and what the recovery of debts consist of.
- 43.3** 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.

PART EIGHT - ORGANISATIONAL DEVELOPMENT

44. ORGANISATIONAL DEVELOPMENT

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

44.2 Objectives

44.2.1 Ensure that the current and future skill requirements of University general staff employees are maintained and extended in accordance with the University's Strategic Plan 1997-2002.

44.2.2 Ensure that the skills and contributions of general staff are effectively used.

44.3 Priorities

44.3.1 The University is committed to:

44.3.1(a) Strategies to build leadership, management and supervisory skills of general staff;

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

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

44.3.1(d) Enhancement of current arrangements for the employment transition program;

44.3.1(e) Strategies to develop general staff understanding of University policies and procedures.

44.3.2 General staff are committed to:

44.3.2(a) participating in the strategies of the University to develop and build up their leadership, management and supervisory skills, technical or other relevant skills;

44.3.2(b) undertaking necessary training and professional development to support organisational needs and participating in the Goal Setting and Performance Review process;

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

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

44.4 Training & organisational development matters to be implemented

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

44.5 Formal courses

44.5.1 Where appropriate, and at the sole discretion of the University, formal courses may be provided to general staff employees where mutually agreed between the department Cost Centre Manager and the individual concerned and address specific operating needs of the University. Such formal courses must be approved by the department Cost Centre Manager and will only be provided where the University is satisfied that such formal courses will add value to its operations, is within budgetary guidelines and achieves specified departmental objectives included in the University's Strategic Plan 1997 – 2002.

44.6 Study time and examination leave

44.6.1 In addition to training matters identified at the annual goal setting and performance review, all fulltime general staff employees are eligible to apply for Study Time to assist in attending lectures, tutorials and residential schools. Entitlement is subject to the University approving that the course of study is relevant to the employee's current work or for other reasons as mutually agreed between the department Manager/Dean and the individual concerned. Time off for study is at the discretion of the University and is subject at all times to the University's operating needs.

44.6.2 The parties will discuss these provisions during the term of this Agreement, and subsequently these provisions may be varied in accordance with section 170MD of the Act.

PART NINE - WORKPLACE RISK MANAGEMENT

45. WORKPLACE RISK MANAGEMENT

45.1 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.

- 45.2** The parties agree that 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.
- 45.3** The parties agree that during the life of this Agreement the OH&S impact of proposed workplace changes shall be monitored and reviewed with the assistance of the University's Occupational Health & Safety Committee. 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 Occupational Health and Safety Committee for review prior to implementation.
- 45.4** The parties are committed to reducing the level of work-related injuries and related absenteeism.
- 45.5** 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 Occupational Health and Safety Committee and will include but are not limited to:
- 45.5.1** the provision of a mechanism for OHS consultation which will include:
- 45.5.1(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;
 - 45.5.1(b)** as an alternative to the provisions of 41.5.1(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. Workload considerations shall be taken into account.
- 45.5.2** 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:
- 45.5.2(a)** provisions of the Occupational Health and Safety, Injury Management and Workers Compensation and the Protection of the Environment (Operations) Acts.
 - 45.5.2(b)** Occupational Health and Safety Regulations 2000 (when gazetted)
 - 45.5.2(c)** Hazardous Substances and Manual Handling regulations or its replacement;
 - 45.5.1(d)** Occupational Health and Safety codes of practice; and
 - 45.5.1(e)** OHS audits.

PART TEN – ABORIGINAL AND TORRES STRAIT ISLANDER EMPLOYMENT

46. ABORIGINAL AND TORRES STRAIT ISLANDER EMPLOYMENT

46.1 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.

PART ELEVEN - PERFORMANCE MANAGEMENT

47. PERFORMANCE RECOGNITION AND FEEDBACK

47.1 The parties are committed to providing professional development opportunities both within the work unit and where otherwise mutually agreed through the University's annual General Staff Goal Setting and Performance Reviews. The parties are committed to developing the highest possible performance standards.

47.2 General staff will be given formal and informal feedback on their performance from their supervisor, may be recognised for superior performance, and shall be provided with opportunities to improve unsatisfactory performance in accordance with University procedures as provided within this Agreement.

48. PROCEDURES TO IMPROVE UNSATISFACTORY PERFORMANCE

48.1 General Principles

48.1.1 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.

48.1.2 These procedures are to assist 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.

48.1.3 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.

- 48.1.4** All persons involved in any action initiated under these procedures and/or their representatives should be present at all formal meetings.
- 48.1.5** All persons involved in any action initiated under these procedures are obliged to maintain the strictest confidentiality at all times.
- 48.1.6** The relevant Personnel Officer shall be advised of, and included in, the disciplinary process.
- 48.1.7** The Personnel Officer will keep sufficient written records and shall be able to request necessary documentation of all proceedings throughout any disciplinary process.

48.2 Definitions

- 48.2.1** **Employee** means a General staff employee other than a casual employee.
- 48.2.2** **Supervisor** means the officer to whom the employee is accountable.
- 48.2.3** **Representative** means an employee of the University, or an official of the relevant Union, a close family member, none of whom 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 does not conform to the above and due consideration will be given to the request.
- 48.2.4** **Termination of Employment** means termination of the employment of an employee at the initiative of the University.
- 48.2.5** **Unsatisfactory Performance** means a level of performance considered by the University to be unacceptable. Unsatisfactory performance may include, but is not limited to:
- Unsatisfactory, inefficient or negligent performance of the specified duties of the position held
 - Persistent absence or lateness.
 - Persistent complaints by students, or other staff about not achieving the required standard of work duties and responsibilities or meeting deadlines
 - Two consecutive "Unsatisfactory performance" ratings within the University's annual Goal Setting and Performance Review.
 - Inadequate completion of administrative tasks or other Cost Centre/University responsibilities

48.3 Documentation

- 48.3.1** The relevant Personnel Officer shall be responsible for the keeping of all formal documentation.
- 48.3.2** 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.
- 48.3.3** Cost Centres 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 for the duration of any action arising from these procedures. Any information held by the Supervisor shall be forwarded to the relevant Personnel Officer at the conclusion of these procedures.
- 48.3.4** It is incumbent upon any person holding documentation during these procedures to ensure that the documentation is held in confidence and securely.
- 48.3.5** 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.
- 48.3.6** 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.

48.4 Procedures

- 48.4.1** 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 Observer (EOA) may be present if requested.
- 48.4.2** The relevant Personnel Officer shall attend all formal meetings in accordance with these procedures.
- 48.4.3** Where a supervisor is of the view that the performance of an employee 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.
- 48.4.4** 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 of the University.

- 48.4.5** Where a supervisor believes that counselling and/or professional development has not produced the desired improvements in performance, the supervisor shall make a formal report to the Head of Cost Centre 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.
- 48.4.6** The supervisor shall provide the employee with a copy of the report at the time it is submitted to the Head of Cost Centre. The employee shall be entitled to 10 working days to submit to the Head of Cost Centre a written response to the supervisor's report.
- 48.4.7** Upon receipt of the supervisor's report and any written response from the employee, the Head of Cost Centre shall first satisfy himself/herself that appropriate steps have been taken to bring the unsatisfactory nature of performance to the employee's attention, that an adequate opportunity to respond was given, that any response was taken into account, that a reasonable opportunity has been afforded to remedy the performance problem. The Head of Cost Centre 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.
- 48.4.8** The Head of Cost Centre may then decide to:
- Take no further action and notify the employee and the supervisor of this decision in writing.
 - Dismiss the matter and notify the employee and the supervisor of this decision in writing.
 - Refer the matter back to the supervisor to ensure that the steps referred to in subclause 48.4.3 through to 48.4.5 above are complied with in substance and in a manner appropriate to the circumstances and advise the staff member accordingly in writing.
 - Forward a written report to the Executive Director (Business and Administration) detailing the process undertaken and recommending that disciplinary action be taken.
- 48.4.9** Should a report be provided to the Executive Director (Business and Administration), s/he shall advise the employee in writing of the Head of Cost Centre's report, and any proposed disciplinary action. Such notification will normally occur within twenty (20) working days.
- 48.4.10** Nothing in this clause prevents the Executive Director (Business and Administration) or Head of Cost Centre, on his or her own initiative, referring a question of possible unsatisfactory performance to a supervisor for appropriate action.

48.4.11 If the employee challenges the outcome, grievance/dispute resolution procedures as provided in this Agreement may be initiated at the agreed appropriate step in those procedures.

48.5 Disciplinary Action

48.5.1 Disciplinary action may include any of the following:

- 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.

48.6 Notice Period

48.6.1 Where an employee's employment is terminated, the employee must be given notice in accordance with this Agreement.

PART TWELVE - DISCIPLINARY PROCEDURES

49. MISCONDUCT AND SERIOUS MISCONDUCT PROCEDURES

49.1 General Principles

49.1.1 The University's commitment to sound management practices requires that it ensure all employees are aware of what constitutes an acceptable standard of workplace conduct and attitude to their duties. It is also the responsibility of all employees to adhere to the University's Code of Conduct

49.1.2 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.

49.1.3 All persons involved in any action initiated under these procedures and/or their representatives should be present at all formal meetings.

49.1.4 All persons involved in any action initiated under these procedures are obliged to maintain the strictest confidentiality at all times.

49.1.5 The relevant Personnel Officer shall be advised of, and included in, the disciplinary process.

49.1.6 The Personnel Officer will keep sufficient written records throughout all proceedings.

49.2 Definitions

49.2.1 Employee means a General staff employee other than a casual employee.

49.2.2 Supervisor means the officer to whom the employee is accountable.

49.2.3 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.

49.2.4 Act means any action, word or omission or combination thereof.

49.2.5 Termination of Employment means termination of the employment of an employee at the initiative of the University.

49.2.6 Misconduct means behaviour, attitude or particular act of an employee that is considered by the University to be unacceptable. Misconduct may include, but is not limited to:

- 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;
- abuse of University resources;
- a breach of the University's Code of Conduct or other policies of the University.
- Failure to comply with a reasonable instruction given by a person who has a supervisory responsibility for the employee.

49.2.7 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) misconduct offences of a similar nature.
- willful or deliberate behaviour by an employee that is inconsistent with continuation of the contract of employment;
- Unauthorised use of UNE facilities for private gain.
- conduct which causes an imminent and serious risk to the health and safety of any person, or the reputation, viability, or financial loss of the employers business;

- any of the following in the course of employment:
 - (i) Theft;
 - (ii) Fraud;
 - (iii) Assault;
 - (iv) Refusal to carry out a lawful and reasonable instruction which was consistent with the employee's contract.

49.3 Documentation

- 49.3.1** The relevant Personnel Officer shall be responsible for the keeping of all formal documentation.
- 49.3.2** 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.
- 49.3.3** Cost Centres 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 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.
- 49.3.4** It is incumbent upon any person holding documentation during these procedures to ensure that the documentation is held in confidence and securely.
- 49.3.5** 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.
- 49.3.6** 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.

49.4 Procedures for Misconduct

- 49.4.1** At all stages of these procedures the affected employee has the right to nominate a Union delegate or another staff representative to accompany the employee at all meetings.
- 49.4.2** The relevant Personnel Officer shall attend all formal meetings in accordance with these procedures.

- 49.4.3** 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.
- 49.4.4** A record of the counselling given shall be kept and a copy supplied to the staff member concerned.
- 49.4.5** 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.
- 49.4.6** Where a supervisor believes that counselling has not produced, or can not produce the desired improvements in conduct, the supervisor shall make a formal report to the Head of Cost Centre 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.
- 49.4.7** The supervisor shall provide the employee with a copy of the report at the time it is submitted to the Head of Cost Centre. The employee shall be entitled to 10 working days to submit to the Head of Cost Centre a written response to the supervisor's report.
- 49.4.8** Upon receipt of the supervisor's report and any written response from the employee, the Head of Cost Centre shall first satisfy himself/herself that appropriate steps have been taken to:
- bring the unsatisfactory nature of conduct to the employee's attention;
 - ensure that an adequate opportunity to respond was given;
 - ensure that any response was taken into account;
 - ensure that a reasonable opportunity has been afforded to remedy the conduct problem; and
- The Head of Cost Centre 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
- 49.4.9** The Head of Cost Centre may then decide to:
- Take no further action and notify the employee and the supervisor of this decision in writing.
 - Dismiss the matter and notify the employee and the supervisor of this decision in writing.

- Refer the matter back to the supervisor to ensure that the steps referred to in subclause 49.4.3 through to 49.4.7 are complied with in substance and in a manner appropriate to the circumstances and advise the employee accordingly.
- Forward a written report to the Executive Director (Business and Administration) detailing the process undertaken and recommending that disciplinary action be taken and advise the employee and supervisor accordingly.

49.4.10 Should a report be provided to the Executive Director (Business and Administration), s/he shall advise the employee in writing of the Head of Cost Centre's report and the process to be initiated. The Executive Director (Business and Administration) may:

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

49.4.11 Should a Misconduct Review Committee be established it should consist of:

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

The Misconduct Review Committee shall be established and convened within 10 working days.

49.4.12 The Misconduct Review Committee shall review the process and facts associated with the specific case and provide a report on its findings to the Executive Director (Business and Administration) within ten (10) working days on establishment of the Committee. The report may include recommendations for disciplinary action.

49.4.13 The Executive Director (Business and Administration) will determine what action should be taken and inform the employee of the proposed course of action.

49.4.14 Nothing in this clause prevents the Executive Director (Business and Administration) or Head of Cost Centre, on his or her own initiative, referring a question of possible misconduct to a supervisor for appropriate action.

49.4.15 If the employee challenges the outcome, grievance/dispute resolution procedures as provided in this Agreement may be initiated at the agreed appropriate step in those procedures.

49.5 Procedure for Serious Misconduct

49.5.1 The Executive Director (Business and Administration) shall consider any allegation of serious misconduct and may summarily dismiss the employee. If he/she believes such allegations warrant further investigation the Executive Director (Business and Administration) shall:

49.5.1(a) notify the 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;

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

49.5.2 At the time of notifying the employee the Executive Director (Business and Administration) may suspend the employee on full pay, or may suspend the employee without pay if the Executive Director (Business and Administration) 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.

49.5.3 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.

49.5.4 Following receipt of the employee's written response, the Executive Director (Business and Administration) 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.

49.5.5 Where the Executive Director (Business and Administration) 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.

49.5.6 Should the Executive Director (Business and Administration) require further action, a Serious Misconduct Review Committee will be established consisting of:

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

- 49.5.7** 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 Executive Director (Business and Administration) within ten (10) working days.
- 49.5.8** Where the Executive Director (Business and Administration) is of the view that the conduct amounts to serious misconduct he/she shall advise the employee in writing and the employee's services will be terminated without notice.
- 49.5.9** Where the Executive Director (Business and Administration) 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 any outstanding salary payment are made if necessary.

49.6 Disciplinary Action for Misconduct

- 49.6.1** Disciplinary action for misconduct may include any of the following:
- censure of the 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

49.7 Disciplinary Action for Serious Misconduct

- 49.7.1** Disciplinary action for serious misconduct shall result in the employee's services being summarily terminated.

PART THIRTEEN - GRIEVANCE AND DISPUTE RESOLUTION PROCEDURES

50. PROCEDURES FOR SETTLING GRIEVANCES

- 50.1** 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 should be resolved through the UNE Equity Office. Nothing in this clause prohibits the two processes occurring concurrently.
- 50.2** This clause does not cover industrial disputes in accordance with clause 49 or grievances between students and employees. For the purpose of this clause, employee means academic, teaching, research and general staff.

- 50.3** If a complaint which may be dealt with under clause 48 has been dealt with in good faith as if it were a grievance, either the University or the union may choose at any time 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 51 must be followed.
- 50.4** When an employee reports a grievance it must be taken seriously and the employee must be treated fairly.
- 50.5** 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.
- 50.6** An employee who has a grievance about another employee should try and settle the grievance directly with the other employee.
- 50.7** If the grievance cannot be settled between the parties, the parties should seek grievance mediation as provided for in the University's Grievance Mediation Policy and Procedures.
- 50.8** 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.
- 50.9** 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 practising solicitor or barrister.
- 50.10** If an employee cannot settle a grievance themselves the following process must be followed:
- 50.10.1** An aggrieved member of general staff shall raise the issue formally with their Supervisor or Supervisors' Supervisor or relevant Personnel Officer and may include a Union delegate or another staff representative in discussions.
- 50.10.2** 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.
- 50.10.3** Should the matter remain unresolved, a further meeting shall be convened between the individual; a representative from the Industrial Relations Unit; a Union or staff representative and may include the relevant Head of Cost Centre and/or the relevant Personnel Officer.
- 50.10.4** 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 51.

51. INDUSTRIAL DISPUTE SETTLEMENT PROCEDURE

51.1 The University and the union agree that this Industrial Dispute Procedure must be used to settle any industrial dispute which may arise. An industrial dispute means a dispute between the University and one or more 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.

51.2 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.

51.3 When a dispute is being settled in accordance with this procedure:

51.3.1 work must continue in the current manner;

51.3.2 the University and the union must not change anything which is subject of the dispute;

51.3.3 the University and the union must not take any industrial action about the dispute; and

51.3.4 the University and the union must not take any action to make the dispute worse.

51.4 Following this procedure does not restrict the rights of the University and the union to exercise their rights under statutory provisions.

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

51.5.1 In the first instance, an accredited representative(s) of the union and the appropriate representative(s) of the University shall discuss the dispute and attempt to reach agreement within fourteen (14) calendar days of the dispute first being raised.

51.5.2 Where a dispute is not resolved under clause (a) above, at the request of either 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.

51.5.3 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.

51.5.4 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.

PART THIRTEEN – MISCELLANEOUS

52. NO EXTRA CLAIMS

52.1 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.

53. APPLICATION OF WORKPLACE RELATIONS ACT 1996

53.1 Nothing in this Agreement shall prohibit the variation of this Agreement in accordance with section 170MD of the Act.

53.2 Either party may make application to terminate this Agreement in accordance with section 170MHA of the Act after passing of the Agreements nominal expiry date.

53.3 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 the minimum rate for HEO 10.1 of this Agreement.

53.4 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.

54. LODGEMENT OF AGREEMENT WITH THE AIRC

54.1 The parties to the above arrangements agree that a copy of this certified Agreement shall be lodged with the AIRC as part of the file relating to Case Number _____ of 2000.

Signed for and on behalf of)
University of New England)
).....
Professor Ingrid Moses
(Vice Chancellor)

Dated the (witness)

Signed for and on behalf of the)
Community and Public Sector Union)
).....
Mr Maurie O’Sullivan
(Acting State Branch Secretary)

Dated the (witness)

SCHEDULE A – FULL-TIME SALARY RATES

A1. FULL-TIME SALARY RATES

A1.1 Unless otherwise prescribed, the minimum salaries payable to full-time employees covered by this Agreement shall be as set out below:

LEVEL	CURRENT SALARY (INCLUSIVE OF ROLL-UP OF ANNUAL LEAVE LOADING)	YR 2000 (1%) [1st Pay Period on or After 1st May 2000]	YR 2001 (2%) [1st Pay Period on or After 1st July 2001]	YR 2002 (2%) [1st Pay Period on or After 1st July 2002]	YR 2002 (2%) [1st Pay Period on or After 31st December 2002]	General Staff Efficiency Contingent 2% [1st Pay Period on or After 31st March 2003]	Organisational Contingent 1% [1st Pay Period on or After 31st March 2003]
HEO 10	61,265.00	61,877.65	63,102.95	64,328.25	65,553.55	66,778.85	67,391.50
HEO 9.4	61,242.00	61,854.42	63,079.26	64,304.10	65,528.94	66,753.78	67,366.20
HEO 9.3	59,981.00	60,580.81	61,780.43	62,980.05	64,179.67	65,379.29	65,979.10
HEO 9.2	58,581.00	59,166.81	60,338.43	61,510.05	62,681.67	63,853.29	64,439.10
HEO 9.1	57,181.00	57,752.81	58,896.43	60,040.05	61,183.67	62,327.29	62,899.10
HEO 8.5	57,097.00	57,667.97	58,809.91	59,951.85	61,093.79	62,235.73	62,806.70
HEO 8.4	55,076.00	55,626.76	56,728.28	57,829.80	58,931.32	60,032.84	60,583.60
HEO 8.3	53,056.00	53,586.56	54,647.68	55,708.80	56,769.92	57,831.04	58,361.60
HEO 8.2	51,033.00	51,543.33	52,563.99	53,584.65	54,605.31	55,625.97	56,136.30
HEO 8.1	49,013.00	49,503.13	50,483.39	51,463.65	52,443.91	53,424.17	53,914.30
HEO 7.5	48,941.00	49,430.41	50,409.23	51,388.05	52,366.87	53,345.69	53,835.10
HEO 7.4	47,598.00	48,073.98	49,025.94	49,977.90	50,929.86	51,881.82	52,357.80
HEO 7.3	46,254.00	46,716.54	47,641.62	48,566.70	49,491.78	50,416.86	50,879.40
HEO 7.2	44,910.00	45,359.10	46,257.30	47,155.50	48,053.70	48,951.90	49,401.00
HEO 7.1	43,567.00	44,002.67	44,874.01	45,745.35	46,616.69	47,488.03	47,923.70

UNE General Staff Enterprise Agreement 2000/2003

HEO 6.5	43,532.00	43,967.32	44,837.96	45,708.60	46,579.24	47,449.88	47,885.20
HEO 6.4	42,519.00	42,944.19	43,794.57	44,644.95	45,495.33	46,345.71	46,770.90
HEO 6.3	41,509.00	41,924.09	42,754.27	43,584.45	44,414.63	45,244.81	45,659.90
HEO 6.2	40,495.00	40,899.95	41,709.85	42,519.75	43,329.65	44,139.55	44,544.50
HEO 6.1	39,483.00	39,877.83	40,667.49	41,457.15	42,246.81	43,036.47	43,431.30
HEO 5.5	39,454.00	39,848.54	40,637.62	41,426.70	42,215.78	43,004.86	43,399.40
HEO 5.4	38,099.00	38,479.99	39,241.97	40,003.95	40,765.93	41,527.91	41,908.90
HEO 5.3	36,746.00	37,113.46	37,848.38	38,583.30	39,318.22	40,053.14	40,420.60
HEO 5.2	35,392.00	35,745.92	36,453.76	37,161.60	37,869.44	38,577.28	38,931.20
HEO 5.1	34,036.00	34,376.36	35,057.08	35,737.80	36,418.52	37,099.24	37,439.60
HEO 4.4	34,020.00	34,360.20	35,040.60	35,721.00	36,401.40	37,081.80	37,422.00
HEO 4.3	33,118.00	33,449.18	34,111.54	34,773.90	35,436.26	36,098.62	36,429.80
HEO 4.2	32,216.00	32,538.16	33,182.48	33,826.80	34,471.12	35,115.44	35,437.60
HEO 4.1	31,313.00	31,626.13	32,252.39	32,878.65	33,504.91	34,131.17	34,444.30
HEO 3.5	31,253.00	31,565.53	32,190.59	32,815.65	33,440.71	34,065.77	34,378.30
HEO 3.4	30,589.00	30,894.89	31,506.67	32,118.45	32,730.23	33,342.01	33,647.90
HEO 3.3	29,467.00	29,761.67	30,351.01	30,940.35	31,529.69	32,119.03	32,413.70
HEO 3.2	28,348.00	28,631.48	29,198.44	29,765.40	30,332.36	30,899.32	31,182.80
HEO 3.1	27,229.00	27,501.29	28,045.87	28,590.45	29,135.03	29,679.61	29,951.90
HEO 2.3	27,127.00	27,398.27	27,940.81	28,483.35	29,025.89	29,568.43	29,839.70
HEO 2.2	26,655.00	26,921.55	27,454.65	27,987.75	28,520.85	29,053.95	29,320.50
HEO 2.1	25,866.00	26,124.66	26,641.98	27,159.30	27,676.62	28,193.94	28,452.60
HEO 1.4	25,796.00	26,053.96	26,569.88	27,085.80	27,601.72	28,117.64	28,375.60
HEO 1.3	25,052.00	25,302.52	25,803.56	26,304.60	26,805.64	27,306.68	27,557.20
HEO 1.2	24,235.00	24,477.35	24,962.05	25,446.75	25,931.45	26,416.15	26,658.50
HEO 1.1	23,418.00	23,652.18	24,120.54	24,588.90	25,057.26	25,525.62	25,759.80

SCHEDULE B – CASUAL RATES

B1. CASUAL SALARY RATES

B1.1 The hourly rate payable to casual employees covered by this Agreement shall be as follows:

HEO LEVEL	ANNUAL SALARY RATES (AS AT 1 JANUARY 2000 - MINUS ANNUAL LEAVE LOADING)	CASUAL HOURLY RATE AS AT 1 JANUARY 2000	EB 2000/2003 1% INCREASE ON FIRST PAY PERIOD ON OR AFTER 1 MAY 2000	EB SUB TOTAL	CASUAL LOADING (22.5%)	TOTAL CASUAL HOURLY RATE \$
6	38,957.00	21.33	0.21	21.55	4.85	26.39
5	33,582.00	18.39	0.18	18.57	4.18	22.75
4	30,896.00	16.92	0.17	17.09	3.84	20.93
3	26,867.00	14.71	0.15	14.86	3.34	18.20
2	25,522.00	13.98	0.14	14.11	3.18	17.29
1	23,106.00	12.65	0.13	12.78	2.88	15.65

HEO LEVEL	ANNUAL SALARY RATES (AS AT 1 JANUARY 2000 - MINUS ANNUAL LEAVE LOADING)	CASUAL HOURLY RATE AS AT 1 JANUARY 2000	EB 2000/2003 2% INCREASE ON FIRST PAY PERIOD ON OR AFTER 1 JULY 2001	EB SUB TOTAL	CASUAL LOADING (22.5%)	TOTAL CASUAL HOURLY RATE \$
6	38,957.00	21.33	0.64	21.97	4.94	26.92
5	33,582.00	18.39	0.55	18.94	4.26	23.20
4	30,896.00	16.92	0.51	17.43	3.92	21.35
3	26,867.00	14.71	0.44	15.15	3.41	18.56
2	25,522.00	13.98	0.42	14.39	3.24	17.63
1	23,106.00	12.65	0.38	13.03	2.93	15.96

UNE General Staff Enterprise Agreement 2000/2003

HEO LEVEL	ANNUAL SALARY RATES (AS AT 1 JANUARY 2000 - MINUS ANNUAL LEAVE LOADING)	CASUAL HOURLY RATE AS AT 1 JANUARY 2000	EB 2000/2003 2% INCREASE ON FIRST PAY PERIOD ON OR AFTER 1 JULY 2002	EB SUB TOTAL	CASUAL LOADING (22.5%)	TOTAL CASUAL HOURLY RATE \$
6	38,957.00	21.33	1.07	22.40	5.04	27.44
5	33,582.00	18.39	0.92	19.31	4.34	23.65
4	30,896.00	16.92	0.85	17.76	4.00	21.76
3	26,867.00	14.71	0.74	15.45	3.48	18.92
2	25,522.00	13.98	0.70	14.67	3.30	17.98
1	23,106.00	12.65	0.63	13.28	2.99	16.27

HEO LEVEL	ANNUAL SALARY RATES (AS AT 1 JANUARY 2000 - MINUS ANNUAL LEAVE LOADING)	CASUAL HOURLY RATE AS AT 1 JANUARY 2000	EB 2000/2003 2% INCREASE ON FIRST PAY PERIOD ON OR AFTER 31 DEC 2002	EB SUB TOTAL	CASUAL LOADING (22.5%)	TOTAL CASUAL HOURLY RATE \$
6	38,957.00	21.33	1.49	22.83	5.14	27.96
5	33,582.00	18.39	1.29	19.68	4.43	24.10
4	30,896.00	16.92	1.18	18.10	4.07	22.18
3	26,867.00	14.71	1.03	15.74	3.54	19.28
2	25,522.00	13.98	0.98	14.95	3.36	18.32
1	23,106.00	12.65	0.89	13.54	3.05	16.58

SCHEDULE C – APPRENTICE RATES

C1. APPRENTICE RATES

C1.1 The minimum salary payable to apprentices covered by this Agreement shall be as follows:

DESCRIPTION	ANNUAL SALARY AS AT 1 JANUARY 2000 (INCLUSIVE OF LEAVE LOADING)	EB 2000/2003 1% SALARY INCREASE (FIRST PAY ON OR AFTER 1 MAY 2000)	ANNUAL SALARY INCLUDING 1% SALARY INCREASE	MINIMUM ANNUAL APPRENTICE SALARY
HEO Apprentice Level 1	27,229.00	272.29	27,501.29	12,375.58
HEO Apprentice Level 2	27,229.00	272.29	27,501.29	16,500.77
HEO Apprentice Level 3	27,229.00	272.29	27,501.29	20,625.97
HEO Apprentice Level 4	27,229.00	272.29	27,501.29	24,751.16

DESCRIPTION	ANNUAL SALARY AS AT 1 JANUARY 2000 (INCLUSIVE OF LEAVE LOADING)	EB 2000/2003 2% SALARY INCREASE (FIRST PAY ON OR AFTER 1 JULY 2001)	ANNUAL SALARY INCLUDING 1% SALARY INCREASE	MINIMUM ANNUAL APPRENTICE SALARY
HEO Apprentice Level 1	27,229.00	816.87	28,045.87	12,620.64
HEO Apprentice Level 2	27,229.00	816.87	28,045.87	16,827.52
HEO Apprentice Level 3	27,229.00	816.87	28,045.87	21,034.40
HEO Apprentice Level 4	27,229.00	816.87	28,045.87	25,241.28

UNE General Staff Enterprise Agreement 2000/2003

DESCRIPTION	ANNUAL SALARY AS AT 1 JANUARY 2000 (INCLUSIVE OF LEAVE LOADING)	EB 2000/2003 2% SALARY INCREASE (FIRST PAY ON OR AFTER 1 JULY 2002)	ANNUAL SALARY INCLUDING 1% SALARY INCREASE	MINIMUM ANNUAL APPRENTICE SALARY
HEO Apprentice Level 1	27,229.00	1,361.45	28,590.45	12,865.70
HEO Apprentice Level 2	27,229.00	1,361.45	28,590.45	17,154.27
HEO Apprentice Level 3	27,229.00	1,361.45	28,590.45	21,442.84
HEO Apprentice Level 4	27,229.00	1,361.45	28,590.45	25,731.41

DESCRIPTION	ANNUAL SALARY AS AT 1 JANUARY 2000 (INCLUSIVE OF LEAVE LOADING)	EB 2000/2003 2% SALARY INCREASE (FIRST PAY ON OR AFTER 31 DEC 2002)	ANNUAL SALARY INCLUDING 1% SALARY INCREASE	MINIMUM ANNUAL APPRENTICE SALARY
HEO Apprentice Level 1	27,229.00	1,906.03	29,135.03	13,110.76
HEO Apprentice Level 2	27,229.00	1,906.03	29,135.03	17,481.02
HEO Apprentice Level 3	27,229.00	1,906.03	29,135.03	21,851.27
HEO Apprentice Level 4	27,229.00	1,906.03	29,135.03	26,221.53

SCHEDULE D – STUDENT RATES

D1. STUDENT RATES

D1.1 The minimum rates payable to student employees covered by this Agreement shall be as follows:

DESCRIPTION	HEO LEVEL 3.1 CASUAL RATE (MINUS CASUAL LOADING)	STUDENT RATE	EB 2000/2003 1% INCREASE ON FIRST PAY PERIOD ON OR AFTER 1 MAY 2000	EB STUDENT RATE SUB TOTAL	CASUAL LOADING (22.5%)	TOTAL CASUAL HOURLY RATE \$
STUDENT RATE 1 (85% OF HEO CASUAL LEVEL 3.1)	14.71	12.50	0.125	12.63	2.841	15.47
STUDENT RATE 1 (90% OF HEO CASUAL LEVEL 3.1)	14.71	13.24	0.132	13.37	3.009	16.38

DESCRIPTION	HEO LEVEL 3.1 CASUAL RATE (MINUS CASUAL LOADING)	STUDENT RATE	EB 2000/2003 2% INCREASE ON FIRST PAY PERIOD ON OR AFTER 1 JULY 2001	EB STUDENT RATE SUB TOTAL	CASUAL LOADING (22.5%)	TOTAL CASUAL HOURLY RATE \$
STUDENT RATE 1 (85% OF HEO CASUAL LEVEL 3.1)	14.71	12.50	0.375	12.88	2.898	15.78
STUDENT RATE 1 (90% OF HEO CASUAL LEVEL 3.1)	14.71	13.24	0.397	13.64	3.068	16.70

UNE General Staff Enterprise Agreement 2000/2003

DESCRIPTION	HEO LEVEL 3.1 CASUAL RATE (MINUS CASUAL LOADING)	STUDENT RATE	EB 2000/2003 2% INCREASE ON FIRST PAY PERIOD ON OR AFTER 1 JULY 2002	EB STUDENT RATE SUB TOTAL	CASUAL LOADING (22.5%)	TOTAL CASUAL HOURLY RATE \$
STUDENT RATE 1 (85% OF HEO CASUAL LEVEL 3.1)	14.71	12.50	0.625	13.13	2.954	16.08
STUDENT RATE 1 (90% OF HEO CASUAL LEVEL 3.1)	14.71	13.24	0.662	13.90	3.128	17.03

DESCRIPTION	HEO LEVEL 3.1 CASUAL RATE (MINUS CASUAL LOADING)	STUDENT RATE	EB 2000/2003 2% INCREASE ON FIRST PAY PERIOD ON OR AFTER 31 DEC 2002	EB STUDENT RATE SUB TOTAL	CASUAL LOADING (22.5%)	TOTAL CASUAL HOURLY RATE \$
STUDENT RATE 1 (85% OF HEO CASUAL LEVEL 3.1)	14.71	12.50	0.875	13.38	3.010	16.39
STUDENT RATE 1 (90% OF HEO CASUAL LEVEL 3.1)	14.71	13.24	0.927	14.17	3.187	17.35

SCHEDULE E

E1. 2% GENERAL STAFF PRODUCTIVITY CONTINGENT SALARY INCREASE

E1.1 The University will provide up to two (2%) percent as a general staff productivity contingent increase to fulltime, part time and fractional employees' salaries backdated effective from the first pay period on or after 31 March 2003 if specified targets are achieved.

E1.2 The productivity increase is divided into two 1% criteria:

E1.2.1 General Staff Overtime and Casual Staff Costs

In 1999 the University spent \$2,432,354 in combined expenditure on general staff overtime and casual labour costs.

If the combined cost of general staff overtime and casual labour does not exceed \$2,174,620 for the period 1 January - 31 December 2002, the University will increase general staff salaries by **1%** effective from the first pay to commence on or after 31 March 2003.

(Reference: *Concept* job numbers: 3223 and 3043)

E1.2.2 Natural Attrition

The University is committed to the principles contained within this agreement for no forced retrenchment of General staff. Statistics at 31 March 2000 indicate that the total number of full time equivalent (FTE) general staff was 800.08.

If the number of FTE General staff in the statistics of 31 March 2003 do not exceed 790 as a result of natural attrition, the University will increase General staff salaries by 1% effective from the first pay to commence on or after 31 March 2003.

(Reference: <http://planning.une.edu.au/Statistics/pocket/pocket99.htm>)

E1.3 During the life of this agreement, the University may also include other income generating activities to assist achievement of the combined 2% General staff productivity contingent salary increase.

E1.4 The University will monitor the productivity targets on an annual during the life of this agreement.

E1.5 Payment of the contingent increase shall be authorised by the Vice Chancellor.

SCHEDULE F

F1. 1% ORGANISATIONAL CONTINGENT SALARY INCREASE

F1.1 The University will provide up to one (1%) percent as a contingent increase to fulltime, part time and fractional employees salaries effective from the first pay period on or after 31 March 2003 if the necessary organisational revenue targets are met.

F1.2 The contingent increase will be achieved by the organisation as a whole and will be measured against the 2nd census student data collection as reported on 31 August 1999 for fee income from international students and full fee-paying domestic students.

F1.3 Payment of the contingent increase shall be authorised by the Vice Chancellor.

F1.4 The quantum of the contingent increase may be either a 0.5% or 1%; increase to salaries dependent on the target achieved by 31 August 2002 compared to statistics at 31 August 1999.

F1.5 Indicative figures illustrating revenue targets to receive such an increase are detailed below:

Percentage	Additional Revenue Required
0.5%	\$4,000,000
1.0%	\$8,000,000

F1.6 The above revenue targets identify that (assuming that unit workload does not increase) a 1% wage increase can be offered for every \$8,000,000 derived from untied income.

F1.7 As an example, an \$8,000,000 increase in untied funding could be achieved by 31 August 2002 from:

- Domestic Full Fee Paying 410 @ \$ 7,300/EFTSU
- International Full fee Paying 344 @ \$14,500/EFTSU

Or other combinations.

F1.8 During the life of this agreement, the University may also include other income generating activities to achieve the maximum 1% contingent salary increase.

F1.9 The University will review targets on a regular basis during the life of this agreement.