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This Agreement will be known as *The University of New England Academic Staff - Union Collective Agreement 2010-2012*.

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Part A – Application and Operation

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3. PARTIES BOUND

3.1 This Agreement shall be known as the University of New England Academic Staff - Union Collective Agreement 2010 – 2012. The agreement is binding on:

3.1.1 the University of New England;

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

3.2 This agreement has been negotiated by the University and the NTEU (the negotiating parties).

4. PERIOD OF OPERATION

4.1 This Agreement will take effect seven days after its approval by Fair Work Australia and shall have a nominal expiry date of 30 June 2012.

4.2 Renegotiation of Agreement - The University and the NTEU agree that the expeditious negotiation of a replacement agreement is in the interests of the University and employees. The University and NTEU will commence negotiations for a replacement agreement no later than 3 months prior to the expiry of this agreement.

5. RELATIONSHIP WITH OTHER AWARDS AND AGREEMENTS

5.1 This Agreement wholly displaces and operates to the exclusion of all Awards and all other Agreements which would otherwise apply to employees whose employment is regulated by the provisions of this Agreement, except for the National Employment Standards. This Agreement rescinds and replaces the *University of New England Workplace Agreement 2006 – 2008* regarding its application to employees covered by this agreement.

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

6. NO FURTHER CLAIMS

6.1 During the nominal term of this Agreement there will be no extra claims in relation to matters covered by this Agreement with the exception of clause 28.32.

7. DEFINITIONS

7.1 “**Consult**” and “**Consultation**” means that the parties will confer, and the views expressed by each party will be taken into account before final decisions are made by management.

- 7.2 “**Contemporaneous marking**” means marking that is performed during a lecture or tutorial or other teaching session or marking work that could have reasonably been performed during the session.
- 7.3 “**Employees**” means the employees referred to in subclauses 3.1.2 of this Agreement.
- 7.4 “**Head of Cost Centre**” means Head of School, Director, the University Librarian, or Director of Colleges.
- 7.5 “**Merit selection**” means a formal selection process arising from an advertising process that would ensure the best person is selected for a position. All appointments are to be made on the basis of the merit of the persons eligible for appointment or promotion, having regard to the: nature of the duties of the position; and the abilities, qualifications, experience, standard of work performance of the person that are relevant to the performance of those duties.
- 7.6 “**Misconduct/Serious Misconduct**” – see clause 39
- 7.7 “**Negotiating parties**” means the University and the NTEU.
- 7.8 “**NTEU**” means the National Tertiary Education Union.
- 7.9 “**Parental leave**” – see clause 28
- 7.10 “**Primary place of employment**” – see clause 14
- 7.11 “**Redundancy**” occurs when the University decides it no longer wishes the job the employee has been doing (or substantially similar job) to be done by anyone and this is not due to the ordinary and customary turnover of labour.
- 7.12 “**Senior Executive Officer**” means the VC, DVC, COO, CDO, Chief Governance & Planning Officer, or relevant PVC / PVC and Dean.
- 7.13 “**Types of employment**” – see Clause 11.
- 7.14 “**UNE**” and “**University**” mean the University of New England.
- 7.15 “**Unsatisfactory performance**” – see clause 38
- 7.16 “**VC**” means Vice Chancellor and Chief Executive Officer of UNE.
- 7.17 “**Voluntary separation**” means payment for leaving voluntarily outside of a Workplace Change – refer to clause 31 of this Agreement.

8. CONSULTATION ARRANGEMENTS

- 8.1 The University is committed to directly consulting with all employees and the NTEU in relation to workplace relations, workplace change and human resource matters.
- 8.2 NTEU representatives who are employees of the University will, on written notification to the University advising of their appointment as NTEU representatives, be allowed reasonable time from usual duties, with pay, to represent staff in relation

to this Agreement. Such representation will include reasonable access to University facilities including, but not limited to telephones, fax machines, e-mail, photocopiers and meeting rooms.

8.3 An employee may nominate the NTEU to represent them but may not nominate a current practicing solicitor or barrister in private practice.

8.4 Academic Consultative Committee (ACC)

8.4.1 The Academic Consultative Committee will consist of:

- Up to 3 NTEU nominees; and
- Up to 3 Management nominees.

8.4.2 NTEU representatives will be given time release from normal duties for this role. The committee will meet on a quarterly basis or more often upon the request by any member of the committee.

8.4.3 Role of the Committee

To enhance communication and discussion between management and staff about workplace relations, be meaningfully consulted in the development and review of employment related policies, and review the implementation of the provisions of this Agreement. The Committee is not a decision making body, and the VC will determine final approval for all employment policies. No information that may deal with the personal details of employees will be made available to the Committee.

8.5 **Policy Development** - Where the University is considering developing or amending employment related policies (other than administrative changes), where practicable it will give advance notice to the Committee and provide it with an opportunity to review the draft document and seek a timely meeting to discuss the policy if there are significant concerns prior to consultation with the broader University community.

9. COMMITMENTS

9.1 The University and its staff agree that they are committed to:

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

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

PART B - EMPLOYMENT

10. REQUIREMENT TO STATE TERMS OF ENGAGEMENT

- 10.1** Upon employment, the University will provide to the employee a contract of employment, including a position statement (other than for casual staff), that stipulates the type of employment and informs the employee of the terms of engagement in relation to:
- 10.1.1** for employees, other than casuals, the classification level and salary of the employee (which will normally be at the first salary point of a classification unless a higher increment can be justified based on previous relevant full-time equivalent continuing or fixed-term employment), and the hours or the fraction of full-time hours to be worked;
 - 10.1.2** for a fixed-term employee, the term and category (as defined in clause 11.4) of the employment;
 - 10.1.3** for casual employees, the duties required, the number of hours required, the rate of pay for each class of duty required and a statement that any additional duties will be paid for;
 - 10.1.4** for any employee subject to probationary employment, the length and terms of the probation;
 - 10.1.5** other main conditions of employment including the duties and reporting relationships to apply upon appointment.

11. TYPES OF EMPLOYMENT

11.1 Engagement of Employees

11.1.1 The University shall engage a person as an employee on terms that correspond with one or other of continuing, fixed term, or casual employee in accordance with this clause.

11.1.2 Nothing in this Agreement prevents an employee engaging in additional work as a casual employee in work unrelated to, or identifiably separate from, the employee's normal duties and hours of work. The provisions of this Agreement to not work excessive hours should also be considered by employees and supervisors if engaging in additional casual work.

11.2 Continuing employment - "Continuing Employment" means all employment other than "fixed-term", or "casual". Continuing Employment may be full-time or part-time.

11.3 Part-time employment - "Part-time employment" means employment for less than the normal weekly ordinary hours specified for a full-time employee, for which all entitlements are paid on a pro-rata basis calculated by reference to the time worked.

11.4 Fixed-term employment - "Fixed-term employment" may be full-time or part-time, and means employment for a specified term or ascertainable period, for which the instrument of engagement will specify the starting and finishing dates of that employment (or in lieu of a finishing date, will specify the circumstance(s) or contingency relating to a specific task or project, upon the occurrence of which the term of the employment shall expire).

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

11.4.1 Specific task or project - "Specific task or project" shall mean a definable work activity which has a starting time and which is expected to be completed within an anticipated timeframe. Without limiting the generality of that circumstance, it shall also include a period of employment provided for from identifiable funding external to the University, not being funding that is part of an operating grant from government or funding comprised of payments of fees made by or on behalf of students.

11.4.2 Research - "Research" means work activity by a person engaged on research-only functions for a contract period not exceeding five years.

11.4.3 "Replacement Employee" means an employee:

- undertaking work activity replacing a full-time or part-time employee for a definable period for which the latter is either on authorised leave of absence (including study leave) or is temporarily seconded away from his/her usual work area, or has reduced their fraction of employment for a defined period of time; or
- performing the duties of:

- a vacant position for which the University has made a definite decision to fill and has commenced recruitment action; or
- a position the normal occupant of which is performing higher duties pending the outcome of recruitment action initiated by the University and in progress for that vacant higher duties position

until a full-time or part-time employee is engaged for the vacant position or vacant higher duties position as applicable.

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

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

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

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

11.5 Casual Employment - "Casual employment" shall mean a person engaged by the hour and paid on an hourly basis that includes a loading related to benefits for which a casual employee is not eligible.

12. ENTITLEMENTS RELATED TO FIXED TERM EMPLOYMENT

12.1 Without derogating from any entitlement under the employee's contract of employment, a fixed term contract employee is entitled to the provisions below. A employee must not be engaged and reengaged nor have his/her hours reduced for the principal reason of avoiding any obligation under this clause. This does not include breaks for genuine operational reasons or where an employee's services are

not required for a period. For the purpose of severance entitlements, a break of up to 6 weeks will count as continuous service.

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

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

12.3 Further Employment

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

12.4 Conversion to Continuing Employment

The provisions of this subclause will apply except for exceptional circumstances that are justifiable. A fixed term employee will be offered conversion to continuing employment in their position provided the following criteria are met:

- 12.4.1** the employee has performed satisfactorily in that position; and
- 12.4.2** the employee was previously subject to merit selection for an advertised position; and
- 12.4.3** there is available funding for that position; and
- 12.4.4** there has been a decision that the position or substantially similar position at the same classification level will be a continuing position or the nature of the position can be established as ongoing in nature.

12.5 Severance Pay

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

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

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

| Type of Contract (as defined in clause 11.4) | Period of continuous service | Severance Pay |
|---|--|--|
| Replacement Employee Pre-retirement Student Professional Practice | No Entitlement to Severance | Nil |
| Specific Task / Project Research | Up to the completion of 2 yrs 2 years and up to the completion of 3 years 3 years and up to the completion of 4 years 4 years and over | 4 weeks' pay 6 weeks' pay 7 weeks' pay 8 weeks' pay |
| All other contracts | Up to the completion of 2 yrs 2 years and up to the completion of 3 years 3 years and up to the completion of 4 years 4 years and up to the completion of 5 years 5 years and up to the completion of 6 years 6 years and up to the completion of 7 years 7 years and up to the completion of 8 years 8 years and up to the completion of 9 years 9 years and up to the completion of 10 years 10 years and over* | 4 weeks' pay 6 weeks' pay 7 weeks' pay 8 weeks' pay 11 weeks' pay 12 weeks' pay 14 weeks' pay 15 weeks' pay 17 weeks' pay 12 weeks' pay |

**(reduction as a result of LSL entitlement)*

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

13. INDIGENOUS EMPLOYMENT

13.1 Under the Aboriginal and Torres Strait Islander employment strategy, the University will have an active role in implementing the aims of the national Indigenous higher education workforce strategy committed to by Universities Australia. UNE and the Indigenous Access and Participation Committee will work cooperatively in pursuit of these aims. Paramount amongst these are:

13.1.1 to bring the number and dispersion of Indigenous staff within the higher education sector to population parity within 10 years;

13.1.2 by providing increased employment opportunities in a variety of areas in a diverse range of occupations

13.2 The University aims to encourage, foster and increase Indigenous employment at all levels and areas of the University during the life of this agreement.

- 13.3** In addressing Indigenous employment at UNE and in so far as it affects the employment relationship, the University will:
- 13.3.1** recognise Aboriginal and Torres Strait Islander cultural practices and identity;
 - 13.3.2** outline the University's commitment to developing policies and procedures aimed at eliminating racism in the workplace, and making the institution culturally responsive and responsible;
 - 13.3.3** provide staff development, training and mentoring of Indigenous employees;
 - 13.3.4** make provision for the identification of classifications, levels and numbers of positions occupied by Aboriginal & Torres Strait Islander employees as compared to positions occupied by non-Aboriginal & Torres Strait Islander persons. These will be reviewed annually, in order to assess progress and develop further measures to give effect to the Indigenous employment strategy;
 - 13.3.5** appoint an Aboriginal and Torres Strait Islander Employment Officer within the University with responsibility for Indigenous employment matters;
 - 13.3.6** the Indigenous Access and Participation Committee will be re-established with any revision of Terms of Reference to be determined by the Vice Chancellor and comprise: Vice Chancellor or nominee (Chair), PVC (Students and Equity), DVC (Research), Director, Oorala Centre, the Aboriginal and Torres Strait Islander Employment Officer, 3 Indigenous Community Members, and representatives of: Student Centre (1), Employment, Equity & Diversity (1), Indigenous staff representative (1), Indigenous Student Representatives (2), UNE Partnerships (1), with other members co-opted according to need for expertise.
 - 13.3.7** provide for training on the implementation of employment strategies and cultural diversity programs for managers and staff;
 - 13.3.8** focus on maintaining effective links with relevant Aboriginal and Torres Strait Islander communities and agencies;
 - 13.3.9** Where practicable, the recruitment panels for new and existing positions within the Oorala Aboriginal Centre and for Identified Indigenous positions across the University will comprise at least 50% Aboriginal & Torres Strait Islander membership (including the Senior Indigenous Employment Officer). Such panels shall otherwise be constituted in accordance with established processes.
- 13.4 Indigenous Language Allowance** - An employee who is required to substantially use an indigenous language in the course of their employment (with a recognised proficiency in any one of the Aboriginal or Torres Strait languages) will be paid an allowance as set out in Schedule 4.

14. PRIMARY PLACE OF EMPLOYMENT

- 14.1** Normally, the primary place of employment will be the Armidale campus of the University of New England, Armidale, New South Wales, unless otherwise

determined by the University in order to meet the operational requirements of the University. Employees will attend their primary place of employment as reasonably required by their supervisor to carry out their duties.

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

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

15. FLEXIBLE AND FAMILY WORKING ARRANGEMENTS

- 15.1** The University is committed to "family friendly" and "work/life balance" work strategies to assist staff trying to balance work and family/life responsibilities. Flexible working arrangements may be entered into in order to accommodate the work requirements of the University and family and work life commitments of employees where there is mutual consent. Supervisors will reasonably consider requests for these arrangements in line with this commitment.
- 15.2** Short term flexible arrangements normally for periods of less than three (3) months, may include:
- 15.2.1** Flexible start and finish times for a defined period;
 - 15.2.2** Short breaks of an hour or two to resolve personal or crisis situations or to attend appointments off campus;
 - 15.2.3** Leave scheduled to accommodate family, carer or other commitments;
 - 15.2.4** Reduced hours for short, defined periods to enable family, carer or other commitments to be managed;
 - 15.2.5** Planned work programmes to avoid unplanned roster changes or the need to work late.
- 15.3** Longer term flexible working arrangements, where authorised, include provisions such as:
- 15.3.1** flexible hours
 - 15.3.2** fractional/part-time employment
 - 15.3.3** special arrangements (including leave), e.g. for non-custodial parents and for those with elder care responsibilities
 - 15.3.4** return to work following Parental Leave
 - 15.3.5** addressing the specific needs of nursing mothers and new parents

15.3.6 balancing work and life

- 15.4** Employees wishing to terminate flexible work arrangements prior to the intended end of the arrangement will be accommodated to the extent possible, given other arrangements which may have already been entered into in the workplace.

PART C – SALARY AND RELATED MATTERS

16. SALARIES

- 16.1** The salary and casual rates are set out in Schedules 1 and 2 of this Agreement. Part time and fractional employees will receive salary entitlements on a pro-rata basis.
- 16.2** The following salary increases will apply, with each rate compounding onto the previous salary:
- 16.2.1** 2% from the first full pay period to commence on or after 1 April, 2009 (already paid administratively from 26 February 2010)
 - 16.2.2** 2% from the first full pay period to commence on or after 1 September, 2009 (already paid administratively from 26 February 2010)
 - 16.2.3** 4% from the first full pay period to commence on or after 30 June, 2010 (already paid administratively from 2 July 2010)
 - 16.2.4** 4% from the first full pay period to commence on or after 30 June, 2011
 - 16.2.5** 4% from the first full pay period to commence on or after 30 June, 2012
- 16.3** Staff will be paid fortnightly, in arrears, by electronic funds transfer into a bank; credit union or other financial institution account nominated by the employee and acceptable to the University.

16.4 Annual Leave Loading

Academic employees will be entitled on 31 December of each year to an annual leave loading of 17.5% of 4 weeks salary with a maximum payment equal to the Statistician's average weekly earnings of all males (Australia) for the September quarter preceding the date of accrual. Employees commencing employment after 1 January or ceasing employment prior to 31 December in any year will be paid the above entitlement on a pro rata basis.

17. SUPERANNUATION

- 17.1** Except as provided in clause 17.5, the University will continue to provide 17% employer contributions to the Defined Benefit Plan/Accumulation Super 2 Plan (howsoever called) administered by UniSuper, for new and existing employees in accordance with current eligibility criteria.
- 17.2** Fixed-term and fractional-time employees employed on a contract of greater than 12 months will also receive the 17% employer contribution. Where a fixed term or fractional-time employee accepts a consecutive second or subsequent contract, where there is no break in service and that extends their prospective service to more

than 12 months, the 17% employer contribution will only be payable from the date of acceptance of the consecutive second or subsequent contract.

17.3 For Superannuation Guarantee Contribution members only, a 9% employer contribution will be paid to the UniSuper Accumulation Super 1 account.

17.4 All casual staff will have a minimum of an equivalent of 3% of their salary paid to the UniSuper Accumulation Super 1 account.

If a casual employee earns more than \$450.00 gross per calendar month the University will pay a 9% employer contribution to the UniSuper Accumulation Super 1 account, inclusive of the 3% employer contribution above.

17.5 Should any amendment to the Unisuper Trust Deed make it possible for employer contributions to be varied, the University will allow such flexibility at the employees request. Any reduction in the employer superannuation contribution will be paid as salary.

17.6 Staff who are currently contributory members of the SSS (State Superannuation Scheme) or SASS (State Authorities Superannuation Scheme) will continue to be entitled to the legislative provisions covering those Schemes.

18. OTHER ALLOWANCES

18.1 The provisions of Schedule 3 will apply.

19. ACCIDENT MAKE-UP PAY

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

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

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

20. CLASSIFICATION

All academic employees' positions will be classified in accordance with the Position Classification Standards and Descriptors in Schedules 5 & 6.

PART D - LEAVE

21. LEAVE MANAGEMENT

- 21.1** Absences from duty i.e. leave, must be covered by a leave application that has been submitted in accordance with relevant University policies and approved by the supervisor.
- 21.2** To avoid ambiguity, the approval of the supervisor must be sought in advance for the taking of leave, such as, annual leave, long service leave, parental leave, and leave without pay.
- 21.3** To further avoid ambiguity, a leave application cannot be avoided by an explanation that the employee will be doing some work while on leave. For example, a week of annual leave cannot be reduced to nil because some research or marking will be done during that week.
- 21.4** A recurring failure to seek approval for leave in accordance with this clause or a recurring failure to submit leave applications may be considered to be unsatisfactory performance.

22. PUBLIC HOLIDAYS

- 22.1** Employees (other than casual employees) who are not required for duty, will be allowed to observe the following days as holidays without loss of pay: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day and any other day/s gazetted in New South Wales (excluding gazetted local holidays, for example Armidale Cup Day), in addition to or substitution of any of the above.
- 22.2** An employee who without reasonable excuse fails to attend for work on the working day before and/or after a holiday will not be entitled to be paid for such holiday.
- 22.3** Where time off in lieu of a public holiday applies, such time should be agreed in advance, to be taken at a mutually agreed time between the employee and the supervisor/ manager.

23. CHRISTMAS BREAK

- 23.1** Staff (other than casual staff) will be entitled to leave on full pay between and including the period of Christmas Day and New Year's Day in recognition of the University's annual shut-down and gazetted local public holidays.
- 23.2** Any day which falls during the Christmas break and is gazetted as a public holiday will form part of the Christmas break.

24. UNIVERSITY SHUTDOWN

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

25. ANNUAL LEAVE

- 25.1** A full-time employee will accrue annual leave at the rate of four weeks over each twelve month period, or on a pro rata basis for any period of service which is less than one year.
- 25.2** Part-time employees will be eligible for annual leave on a pro-rata basis. Casual employees are not entitled to annual leave.
- 25.3** Employees are required to submit a leave application to their supervisor in advance of the leave being taken. Annual leave must not be taken unless prior approval is obtained from the relevant supervisor.
- 25.4** Annual leave may not be taken in advance of the entitlement accruing.
- 25.5** Annual leave accrues on a daily basis.
- 25.6** Normally, the employee's last day of duties is their termination date. Any leave entitlements will be paid out upon termination of employment. Annual leave may be taken immediately prior to resignation or retirement but will not alter an agreed termination date.
- 25.7** An employee may accumulate a maximum of 50 days annual leave, unless otherwise planned and mutually agreed between the employee and supervisor.
- 25.8** The supervisor will ensure that employees are able to take their annual leave entitlement for each year.
- 25.9** If an employee has accrued, without the supervisor's agreement, an annual leave credit of more than 50 days the University may direct the employee in writing to take up to one quarter of his or her accumulated annual leave credit. An employee may nominate a suitable time to take such annual leave within three months of being directed to take such annual leave. Such a nomination will not be unreasonably refused by the supervisor.
- 25.10** 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.
- 25.11** Where an employee is granted and takes long service leave or parental leave on half pay, annual leave entitlement will accrue at half the normal rate during the period of leave.
- 25.12** Where an employee is granted and takes leave without pay, no annual leave entitlement will accrue during the period of leave without pay. However leave without pay will not break continuity of service.

26. LONG SERVICE LEAVE

Eligibility

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

Time of taking long service leave

- 26.7** Subject to clause 26.9, an employee who has qualified for long service leave may be entitled to take long service leave at a time of his or her choosing, provided that the employee requests such leave in writing at least six (6) months in advance, or in the absence of such notice, the PVC Dean/Head of Cost Centre consents.
- 26.8** The University and an employee may agree that the employee may take long service leave at half pay and the period of long service leave is therefore doubled.
- 26.9** Where an employee has accumulated a long service leave entitlement in excess of 4.5 months, the PVC Dean/Head of Cost Centre may give the employee written notice to take up to 3 months of such leave, at a time convenient to the needs of the University, provided that:
- 26.9.1** the employee is given written notice of at least twelve (12) months of the date on which leave must commence;
 - 26.9.2** the employee is not required to take long service leave within twenty four (24) months of written notice of their retirement;
 - 26.9.3** the minimum period of leave the University can require an employee to take will be six (6) weeks;

- 26.9.4** in any case where an employee has taken leave pursuant to this sub clause the PVC Dean/Head of Cost Centre will not require the employee to take a further period of long service leave for a period of two (2) years after the end of that period of leave.

Recognition of Prior University Service

- 26.10** Prior continuous service with other Australian universities will be counted as service for the purposes of calculating long service leave entitlements provided that:

26.10.1 only service from 1 January 1969 will be taken into account for eligibility purposes;

26.10.2 the employee, within six months following their commencement at UNE, provides appropriate evidence to UNE's HR Services Directorate of prior service. This requirement will be specified in their letter of offer;

26.10.3 except as provided in clause 26.13 such prior service will not accrue a long service leave entitlement but will be included as qualifying service for determining when the employee is eligible to take long service leave and at what rate the long service leave will accrue;

26.10.4 there is not more than two months between the cessation of employment with a releasing university and the commencement of employment with UNE. In this case service will be deemed to have been continuous but any break in employment will not count as service for accrual or service purposes;

26.10.5 unless agreed otherwise with the relevant Senior Executive officer, the employee will be required to serve at least five years with UNE before being permitted to take accrued long service leave or be paid in lieu, if applicable, on termination of employment; and

26.10.6 the only prior continuous service in other Australian universities recognised by UNE will be that which has been recognised by the releasing institution. Prior service with organisations other than Australian universities will not be recognised even if it has been recognised by the releasing institution.

- 26.11** Subject to the above clauses, prior service in the former Armidale College of Advanced Education will be taken into account when calculating an employee's service eligibility for long service leave provided that there has not been a break in continuous employment of more than two (2) months;

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

- 26.13** Where a person is employed, whose previous Australian university employer will transfer to UNE the monetary equivalent of their accrued long service leave, UNE will recognise the previous service and the accrued long service leave with that employer for future long service leave entitlements with UNE. In such cases 26.10.5 above will not apply.

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

27. PERSONAL LEAVE

27.1 Sick leave entitlement

27.1.1 Employees other than casual employees will be entitled to paid sick leave as specified below when they are unable to attend work due to personal illness or incapacity, and do not receive workers' compensation payments in respect of the absence:

| Continuous Service | Leave entitlement |
|---------------------------|--|
| (i) Less than 1 year | 2 weeks credited each year* |
| (ii) 1 year or more | 10 weeks credited each year * |
| (iii) 20 or more years | As per (ii) or 2 weeks per year of service, to a maximum of one calendar year |

** Leave untaken in the year of accrual is added to an employee's entitlement on the anniversary of their appointment and remains to their credit for 12 months from that date. **Transitional arrangements** will be: at the date the Agreement becomes effective, current continuing employees will be credited with twenty weeks of personal leave as an opening balance. This will be their anniversary date for the purpose of credit of personal leave entitlements. At the date of the Agreement becoming effective, fixed-term employees with less than 12 months service will be credited with two weeks of personal leave as an opening balance and fixed-term employees with 12 months or more service will be credited with ten weeks of personal leave as an opening balance. The anniversary date for the purposes of this clause for fixed-term staff will be the date of their appointment to the fixed-term position.*

27.1.2 If a public holiday which would normally be a working day falls during a period of sick leave, it will be counted as a day of sick leave.

27.1.3 No payment is made in lieu of unused leave on termination.

27.1.4 The University may require an employee who has taken more than 25 days' sick leave in any one year of employment to undertake a medical examination for the purposes of obtaining an opinion on the employee's medical condition.

27.1.5 Additional paid sick leave may be approved by the relevant senior executive officer in exceptional circumstances if an employee is seriously ill and suffering substantial hardship and has used up all of their paid sick leave entitlement.

27.2 Family and Personal Leave

27.2.1 An employee (other than a casual employee) is entitled to use up to 10 days' of their sick leave credits in any year of service, or up to 20 days in two consecutive years of service for family / carer responsibilities, bereavement / compassionate reasons, or religious, ceremonial and/or cultural reasons. A further two days of unpaid Family and Personal leave per occasion will be available in the event of an unexpected emergency for employees who have exhausted their Family and Personal Leave entitlement. See also (c)(ii) below for further paid leave available.

27.2.2 **Family / carers responsibility leave** is to care for a member of their immediate family or household who is ill or incapacitated and require care and support or who require care due to an unexpected emergency.

- (a) Employees with shared responsibility for the care of a family member may not access this entitlement on the same day or days, unless they can demonstrate exceptional circumstances to the University's satisfaction.
- (b) To assist employees with family responsibilities, a supervisor may agree to them:
 - (i) taking up to two weeks annual leave in single days;
 - (ii) taking unpaid leave or undertaking additional work to make up for time taken to care for a family member who is ill or incapacitated.

27.2.3 Bereavement / compassionate leave can be taken in the event of the death of a member of the employee's immediate family, or if a member of the employee's immediate family contracts or develops a personal illness that poses a serious threat to his or her life or sustains a personal injury that poses a serious threat to his or her life. It can also be accessed where a person of importance in the employee's culture dies, or for other reasons of a compassionate nature, given in writing and accepted by the University.

- (a) Bereavement leave cannot be taken during any other period of leave.
- (b) In the event that an employee has exhausted their Family and Personal leave, an additional two days of paid bereavement / compassionate leave per occasion will also be available to employees.

27.2.4 Leave can be taken for **religious, ceremonial and/or cultural reasons** such as attendance or participation in particular religious, ceremonial or cultural activities. Activities may include: undertaking the observances of a religion followed by the employee, or where an employee is a member of an Aboriginal or Torres Strait Islander community, participating in the ceremonial and cultural life of that community.

27.3 Casual Employees

27.3.1 Subject to providing notification and medical certificates or other documentation as specified in **clause 27.4** below, casual employees are entitled to not be available to attend work, or to leave work:

- (a) if they need to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child; or
- (b) upon the death in Australia of an immediate family or household member; or
- (c) other reasons of a bereavement / compassionate nature as detailed in subclause 27.2.3.

27.3.2 The employee and their supervisor will agree on the period for which the employee will be entitled to be unavailable to attend work. If agreement cannot be reached, the employee will be entitled to be unavailable to attend work for up to 48 hours (i.e. two days) per occasion. No payment will be made for any period of non-attendance.

27.3.3 The University will not fail to re-engage a casual employee because they accessed the entitlements provided for in this clause. The rights of the University to engage or not to engage casual employees are otherwise not affected.

27.4 Notification and supporting evidence

27.4.1 For the purpose of the Personal Leave provisions, “immediate family member” includes a child (including an adult child, grandchild, adopted child, step child or child for whom the employee is a legal guardian or equivalent), spouse, partner (including same sex partner), former spouse or partner, parent, parent-in-law, grandparent, sibling or other family or household member.

27.4.2 An employee who is unable to attend work due to personal illness or incapacity, family / carer responsibilities, bereavement / compassionate reasons, or religious, ceremonial and/or cultural reasons must:

- (a)** notify their supervisor of their intended absence and its estimated duration as early as practicable on the first day of their absence (or as soon as practicable thereafter where due to exceptional circumstances notification cannot be provided on the first day of the employee’s absence); and
- (b)** provide a medical certificate (or in the case of an absence due to an unexpected emergency, bereavement / compassionate reasons, or religious, ceremonial and/or cultural reasons, a statutory declaration or other documentation that is acceptable to the University):
 - for any single period of absence of five working days or more; and
 - if requested to do so, for any absence after taking five separate periods of sick or carer’s leave in one year of employment without providing a medical certificate, after being notified that they have taken five such periods of leave and that certificates are required for future absences.

28. PARENTAL LEAVE

28.1 In this clause:

28.1.1 “**Parent**” includes step-parent, co-parent, biological, adoptive or foster parent

28.1.2 “**Partner**” means spouse, former partner, de facto or same sex partner

28.1.3 “**Adoption**”, in relation to a child, is a reference to a child who: is not the natural child or step-child of the employee or the employee’s partner

28.1.4 “**Estimated date of birth**” (EDB) means the day certified by a medical practitioner to be the day on which the employee or the employee’s partner, as the case may be, is expected to give birth to a child.

- 28.2** Full-time continuing employees are entitled to parental leave in accordance with this clause.
- 28.3** Part time continuing employees are entitled to parental leave on a pro-rata basis.
- 28.4** A fixed-term employee will only be granted that proportion of paid and/or unpaid parental leave where the period of leave falls within the time span of their contract of employment. If the fixed-term employee is subsequently employed under another contract, he or she may extend the date for return from parental leave over the second contract.
- 28.5** Casual staff are not entitled to paid parental leave as prescribed in this clause but are eligible to take up to 52 consecutive weeks unpaid parental leave where the casual employee has been employed on a regular and systematic basis during a period of at least 12 months and who, but for the expected birth or expected placement of a child, would have a reasonable expectation of ongoing employment on a regular and systematic basis.

| PARENTAL LEAVE TYPE | ENTITLEMENT | CONDITONS |
|---|---|---|
| <p>Maternity/Primary Carer Leave for the primary carer on the birth of a child</p> | <p>Up to 52 weeks in total</p> <p>Consisting of:</p> <ul style="list-style-type: none"> • 26 weeks on full pay plus 26 weeks unpaid; or • 52 weeks on half pay; or • Any combination of full pay, half pay and/or leave without pay agreed between the employee and the University which is equivalent to 26 weeks full pay but not exceeding 52 weeks total leave. • Where both parents are employed by the University, the paid leave component of parental leave may be shared by both parents (that is, a maximum combined payment between both parties of 26 weeks pay) to a maximum combined absence of 52 weeks, provided that the parental leave conditions are met. In this event, only one employee can be on maternity leave at any one time. | <ul style="list-style-type: none"> • Leave normally commences 6 weeks before the EDB but may commence up to 20 weeks before the EDB. In any event, leave must commence no later than the actual date of birth. • A pregnant employee who requires leave to deal with sickness as a result of pregnancy and who is within six (6) weeks of the EDB will normally commence maternity / primary carer leave. • A birth mother does not normally return to work until at least 6 weeks after the birth of a child • Additional leave beyond 52 weeks can be negotiated on the birth of a child with a severe disability, congenital illness or in the case of a multiple birth. |
| <p>Partner</p> | <p>8 weeks in total</p> | <ul style="list-style-type: none"> • Paid leave to be taken in the period between 3 months prior to |

| | | |
|---|---|---|
| <p>To give care and support to the mother</p> | <p>Consisting of:</p> <ul style="list-style-type: none"> • 2 weeks on full pay plus • Up to 6 weeks unpaid • Where the mother is not employed by UNE, an additional period, or periods of leave without pay provided the total absence on partner leave will not exceed 52 weeks | <p>and 3 months after the EDB</p> |
| <p>Adoption Leave for the primary carer of an adopted child</p> | <p>52 weeks in total Consisting of:</p> <ul style="list-style-type: none"> • 12 weeks full pay; or • 24 weeks on half pay; or • Any combination, mutually agreed, equivalent to 12 weeks full pay and remainder unpaid but not exceeding 52 weeks total leave | <ul style="list-style-type: none"> • Leave to commence on the date of placement of the child |
| <p>Foster Primary carer of a foster child younger than 5 years Child 5 years or older on long term placement</p> | <p>In any one 12 month period, leave consisting of:</p> <ul style="list-style-type: none"> • 105 hours paid leave; or • 210 hours leave on half pay • 56 hours paid leave; or • 105 hours leave on half pay | <ul style="list-style-type: none"> • Leave to be taken from the time the child enters their care |
| <p>Child Rearing Care of pre-school age children up to 6 yrs</p> | <p>Consisting of:</p> <ul style="list-style-type: none"> • 52 weeks unpaid • Further unpaid leave | <ul style="list-style-type: none"> • In addition to and following on from any form of parental leave, 52 weeks unpaid child rearing leave shall be made available to employees for the care of pre-school age children. • An employee may apply for an extension to child rearing leave beyond the 52 weeks. Applications will be assessed taking into account any special circumstances that may apply together with the University's operational requirements. Approval will not be unreasonably withheld. • Return to work plan to be negotiated. |

| | | |
|------------------|--|---|
| Prenatal | Consisting of paid leave totaling 21 hours for a pregnant woman | <ul style="list-style-type: none">• Can be accessed after 12 weeks of pregnancy |
| Postnatal | An employee who is breastfeeding will be entitled to regular breaks in paid time for lactation purposes. | <ul style="list-style-type: none">• Clean, private space with access to a refrigerator will be provided for the purpose of breast feeding and/or expressing milk during breaks. |

28.6 The University will not refuse employment, or affect the employment of an employee, or take any other action that disadvantages an employee on the grounds of pregnancy, possible pregnancy, breastfeeding, a request for parental leave or a possible request for leave essential to addressing work and family responsibilities.

Fixed term Staff

28.7 The University will not refuse to re-engage a fixed term employee because:

- the employee or employee's partner is pregnant; or
- the employee is or has been immediately absent on parental leave.

Conditions

28.8 The paid component of any maternity/primary carer or adoption leave must be taken first, and cannot be interspersed with other types of leave. Accrued annual and long service leave can be utilised to extend the period of paid leave

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

28.10 Parental leave does not break continuity of service.

28.11 Only the paid portion of any parental leave taken will count for service or accrual for the calculation of annual or long service leave entitlements.

28.12 All leave accruals and employer superannuation contributions during the period of paid parental leave at half pay will be on a pro rata basis.

28.13 If requested by an employee, any paid portion of maternity leave or adoption leave may be paid as a lump sum. Employees will be advised that this may have a negative effect on their superannuation and tax obligations.

28.14 If a pregnancy terminates by miscarriage or still birth after twenty (20) weeks of pregnancy have elapsed, or the child dies shortly after birth, an employee shall be entitled to a maximum of four weeks paid maternity leave.

28.15 If a pregnancy terminates by miscarriage before twenty (20) weeks of pregnancy, an employee is entitled to use sick leave to cover any absence.

28.16 An employee who becomes pregnant while on parental leave is entitled to a further period of parental leave. The normal conditions contained in this Clause apply to the second period of parental leave but any remaining parental leave from the former pregnancy lapses as soon as the new period of parental leave begins.

Replacement employees

- 28.17** A replacement employee is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on parental leave.
- 28.18** All replacement employees recruited to fill a vacancy due to parental leave, are to be informed, upon appointment, that employment is the result of a vacancy due to parental leave and is subject to termination or variation according to the parental leave arrangements exercised by the employee being replaced.

Return to work

- 28.19** Birth mothers must not return to work sooner than 6 weeks following the birth of a child unless medically certified fit to return earlier.
- 28.20** Except in the case of a position being made redundant, an employee returning to duty from parental leave will be entitled to return to their substantive position. If the substantive position is redundant, the provisions of the workplace change clause will apply.
- 28.21** Subject to operational requirements of the University, an employee may upon application return to work part-time until the child reaches school age before resuming full-time work.
- 28.22** Once an employee has returned to work, any further working arrangements will be considered through the Flexible and Family provisions.

Documentation

- 28.23** Appropriate certification relating to the birth, adoption or fostering of the child must be produced if required by the University.
- 28.24** For partner or primary carer leave, appropriate documentation (which may be a statutory declaration) will be required to prove the relationship to the child.
- 28.25** For a pregnant employee to work beyond 6 weeks prior to the EDB, a medical certificate must be provided to the University certifying fitness to work and specifying the date that she is able to work up until.

Implementation

- 28.26** All paid parental leave entitlements pursuant to this clause will be centrally funded by the University.
- 28.27** While an employee is on parental leave, and where requested, the employee will be regularly updated on developments in the University. This may include providing the employee with relevant university information such as newsletters and minutes of meetings. An employee on parental leave may also:
- 28.27.1** access professional development opportunities, activities and functions;
 - 28.27.2** make application and be considered for promotion;
 - 28.27.3** make application and be considered for internal jobs or secondment opportunities where they indicate that they are available to take up any resulting offers.

28.28 An employee returning from Parental Leave will receive a briefing from their supervisor on the latest changes and developments in their position and work area.

28.29 An employee during their parental leave will be consulted concerning any significant change in responsibilities proposed for her/his substantive position.

OH&S Considerations and Reasonable Adjustment

28.30 Where an employee is unable to perform their normal duties due to pregnancy or breastfeeding, the University will facilitate appropriate adjustments to their duties and/or work location. Where adjustments cannot reasonably be made, the employee will be placed on sick or parental leave.

Notice Requirements

28.31 Employees are required to provide the following notice and documentation to the University;

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

Review of entitlements

28.32 The University and NTEU agree to renegotiate parental leave by no later than one month after the National Paid Parental Leave Scheme is enacted in legislation in relation to the provisions contained within that legislation.

29. JURY AND WITNESS LEAVE

29.1 An employee required to attend jury service will have the option to choose to:

29.2.1 be deemed to be “on duty” on normal pay. The employee will pay to the University any fee paid for jury service other than for expenses; or

29.2.2 take annual leave or long service leave.

29.2 An employee called as a witness by summons or subpoena or called as a witness in legal proceedings on a matter relating to University business, will be deemed to be

“on duty” on normal pay. The employee will pay to the University any fee paid for their role as a witness other than for expenses.

- 29.3** An employee subpoenaed, summonsed or called as a witness in legal proceedings not relating to University business will be required to cover any absence as either leave without pay or annual leave.

PART E – MANAGING ORGANISATIONAL CHANGE

30. WORKPLACE CHANGE

- 30.1** The University seeks to manage workplace change in a transparent and constructive manner so as to avoid and minimise any adverse effects on staff, while ensuring that the University is able to adapt appropriately to changing strategies, plans and circumstances.
- 30.2** Where the University is contemplating initiating a workplace change, the Head of School /Cost Centre will meet with staff in the affected School/Cost Centre to provide relevant information and give them an opportunity to comment and to provide input on measures to address the concerns, before considering whether it is necessary to pursue further action under the managing change procedures.
- 30.3** A major workplace change process will apply where it is anticipated that one or more of the following may occur:
- 30.3.1** redundancy/ies; or
 - 30.3.2** a targeted reduction in the workforce within a School/Cost Centre which will have a significant impact on that School/Cost Centre; or
 - 30.3.3** significant changes to the composition, structure or size (including outsourcing) of the workforce not including reporting line changes;
 - 30.3.4** the restructuring of work required of staff which may result in a negative impact upon employees collectively within a School/Cost Centre or across more than one School/Cost Centre of the University.
- 30.4** The University will continue to use every effort to avoid forced retrenchments. Where practicable, the University will achieve reductions through natural attrition, or through appropriate voluntary measures as outlined in sub clause 30.9.

Consultation Process

- 30.5** Where a major workplace change process (as defined in 30.3 above) is to be undertaken, staff who are likely to be affected by change, and the NTEU, will be meaningfully involved in the consideration of change proposals throughout the process, including the development of a formal proposal stage and consideration of implementation issues once the change is determined. Where practicable, the University will include staff who are on leave in the consultative process
- 30.6** The consultation process will be no less than 10 working days and no more than 20 working days with the actual number of days to be mutually agreed by the Head of Cost Centre, affected staff and union(s) within the specified 10 to 20 working days. The consultation process will involve the provision of all relevant information about the change proposed; an opportunity to consider the proposal and any variations to

the proposal made by the University and provide a response and/or alternative options; a meeting or meetings to present, discuss and respond to the proposal and alternatives and to discuss implementation and measures to avert or mitigate negative impacts on staff.

- 30.7** The University will consider feedback from this consultation and provide a response from the Cost Centre Head. Development of responses to the change proposal will be considered to be part of normal duties. The 20 working day maximum for the consultation process may be extended by UNE.
- 30.8** The consultation process will include the distribution of a Workplace Change proposal document. This document will include, but not be limited to, as appropriate, timelines for implementation, the rationale for the change, including objectives and aims, the likely effects of the change upon staff, (including transfers, redundancies or redeployments, outsourcing, equity impact, workload implications, training and professional development issues) relevant financial information; the consultation process, organisational charts; and measures to avert or mitigate any negative impact on staff. Where possible redundancies are identified, the document will also include the rationale for the redundancy being genuine, and fair and objective criteria that will be the basis of selecting staff to be identified as excess employees.
- 30.9** At the point during the consultation process that it becomes clear that forced redundancies will be required, the University will provide staff with an opportunity to consider any measures which may mitigate any negative impact on staff. Such voluntary measures may include but are not limited to leave without pay, voluntary conversion to fractional employment (for a specified period of time unless otherwise agreed), long service leave, secondment, internal transfer, voluntary separations, or natural attrition.

Unless otherwise mutually agreed, staff will be provided with at least 10 working days prior to the change proposal being finalised to apply for any of the voluntary measures as set out in this sub clause. Such provision should be noted in writing in the appropriate draft of the change document (or other document) and specify the start date of the consideration period. Employees who have applied for any voluntary measures will be advised of the outcome of their application in a timely fashion.

During this consideration period, staff will be encouraged to seek professional financial advice regarding their options. To assist in this decision-making, the University will allow staff to meet during work time with a qualified financial planner/accountant and will reimburse costs to a maximum of \$250 upon the presentation of an invoice/receipt.

- 30.10** Subsequent to 30.9 above, the employees whose positions have been identified as redundant will be formally advised in writing of this.
- 30.11** An employee who has been formally notified of their retrenchment upon request, will be provided with:
- 30.11.1** access to appropriate support from within the University to assist in seeking alternative employment; and/or
 - 30.11.2** up to one day a week (plus travel time), without loss of pay, to attend job interviews or other job search activities, with further leave subject to the approval of the relevant supervisor.

30.11.3 Where expenses to attend such interviews are not met by the prospective employer, the employee will be entitled to reasonable travel and other incidental expenses incurred in attending such interviews as determined by the Vice-Chancellor.

Retrenchment Review

30.12 Where an employee has been formally advised under 30.10 of their retrenchment, the employee may apply to the Vice Chancellor to review the decision that they be retrenched (“the application for review”) (by the process referred to in 30.14 – 30.16) on the basis of alleged failure to apply the provisions of this clause. This application for review must be received by the Vice-Chancellor no more than 5 working days after the date of the formal advice of retrenchment.

30.13 Within 5 working days (where practicable) of receipt of the employee’s application for review, the Vice-Chancellor will convene a Retrenchment Review Committee consisting of:

- A Chairperson (who is not a union official) agreed between the Vice-Chancellor and the NTEU who is chosen from a list of Chairpersons agreed between the University and the NTEU;
- An employee nominated by the University; and
- An employee nominated by the NTEU;

If agreement on a chairperson cannot be reached between the Vice-Chancellor and the NTEU within 5 working days, the Vice-Chancellor may appoint a person from the agreed list.

30.14 The Retrenchment Review Committee will consider the application for review, and any response to the application by the University in reply, and the provisions of clause 30 of this agreement. The Committee will provide a report (“the Report”) to the Vice-Chancellor on whether or not the provisions of this clause were followed in respect of the applicant’s termination; in particular (a) whether there is a genuine redundancy (b) whether fair and objective criteria have been used to select the employee making the application for review as an excess employee; and (c) whether genuine and adequate consideration has been given to measures to avert or mitigate the adverse effects of termination of employment on the employee making an application for review.

30.15 The Vice-Chancellor will consider the Report and make a determination about the application for review (“the determination”). In making the determination the Vice-Chancellor shall take such steps as he/she deems necessary, including:

- confirming the retrenchment;
- rescinding the retrenchment; or
- taking steps to remedy any unfairness as seems reasonable to him/her.

30.16 The Vice-Chancellor’s determinations will be made as soon as is practicable, and his/her decisions under this clause will be final, provided that nothing in this clause will be construed as excluding the jurisdiction of any external court or tribunal which, but for this clause, would be competent to deal with the matter.

Finalisation of workplace change process

30.17 Following completion of the consultation process and, where appropriate, any retrenchment review, a final workplace change document will be provided to all employees and the NTEU. The workplace change process is then finished.

31. VOLUNTARY SEPARATION

31.1 Nothing in this agreement shall prevent the University from entering into an agreement of voluntary separation with an employee on terms mutually agreeable at any time so long as the value of such a package is not less than the money value provided in accordance with clause 33, redundancy.

31.2 Any employee who accepts a voluntary separation payment is required to sign an undertaking to refund to the university that proportion of the voluntary separation payment applying to the period of re-employment should they be re-employed in any capacity (including employment in a temporary, part-time or casual or consultancy or contracting capacity) at the university within the period covered by the voluntary separation payment. The repayment covers the relevant proportion of the voluntary separation payment but excludes any pay in lieu of notice.

32. TRANSFER

Transfers will only occur by mutual agreement.

33. REDUNDANCY

33.1 Redundancy occurs when the University decides it no longer wishes the job the employee has been doing (or substantially similar job) to be done by anyone and this is not due to the ordinary and customary turnover of labour.

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

Retrenchment Pay

33.3 The minimum value of the voluntary retrenchment package will be no less than two (2) weeks for every completed year of continuous service (part time service will be calculated on a pro rata basis).

33.4 Where an employee is 45 years of age or older and has completed two (2) years continuous service with the University the employee will be entitled to an additional four (4) weeks pay.

33.5 The maximum retrenchment package payable under sub clauses 33.3 and 33.4 will be no more than 52 weeks.

Notice Period

33.6 An employee who is retrenched will be entitled to 26 weeks payment in lieu of notice in addition to the retrenchment payment.

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

Academic Expenses

- 33.8** Any reasonable costs and charges as determined by the Vice-Chancellor associated with a programme of retraining as an agreed measure to mitigate the effects of an employee's position being surplus will be reimbursed to the employee.
- 33.9** Where, as an agreed measure to mitigate the effects of an employee's position being surplus to requirements, the employee is redeployed to a lower level position, placed on a programme of retraining or otherwise maintains an employment relationship with the University but in circumstances which would provide a reduced income, in which case, the employee's existing salary will be frozen until the salary of the lower classified position overtakes the existing salary.
- 33.10** If an employee is redeployed to a permanent position elsewhere in the University (i.e. involving a geographic relocation as an agreed measure to mitigate the effects of his/her position being surplus to requirements of the University) and, as a consequence, it is not reasonably practicable for the employee to remain in his or her existing residence, the employee will be entitled to all reasonable expenses associated with moving household to a new locality, including:
- 33.10.1** the conveyance of the employee and dependents, including reasonable costs for removal of furniture and personal effects.
 - 33.10.2** two-thirds of the expenses necessarily incurred by the employee in residing at a hotel or boarding-house for up to four weeks while waiting to commence or continue his or her journey to the new locality; or secure a place of residence in that locality.
 - 33.10.3** possible payment of an allowance at a rate per week determined by the Vice-Chancellor for a further period not exceeding five (5) weeks.
 - 33.10.4** an amount determined as fair by the Vice-Chancellor for the costs associated with the employee moving and storing furniture and effects while waiting to secure a place of residence in the new locality;
 - 33.10.5** a depreciation allowance for wear and tear on furniture and effects as determined by the Vice Chancellor
 - 33.10.6** an incidentals allowance for costs associated with establishing a new place of residence (e.g. telephone, gas reconnection).
 - 33.10.7** a property allowance equal to the actual expenses incurred for selling or buying a house within 2 years of transfer being fees for legal; agent's commission; stamp duty; transfer of title; execution or discharge of a first mortgage; and any reasonable costs as determined by the Vice-Chancellor of advertising for sale of a dwelling-house.

PART F – MANAGING PERFORMANCE

34. Performance Management System

- 34.1** The University is committed to providing all employees with the opportunity to be involved in the planning process within their work unit and to develop personal skills that complement their work unit's goals.
- 34.2** The University is also committed to providing all employees with career development opportunities when they are available.
- 34.3** The Performance Management System is designed to provide all employees with an opportunity to plan and discuss career and development options with their supervisor.
- 34.4** The UNE Performance Management System will:
- 34.4.1** enhance the flexibility, performance and efficiency of employees in all required skills, while encouraging innovation and diversity, and in particular, to develop and build leadership, management and supervisory and technical skills;
 - 34.4.2** provide effective and fair processes for the assessment of employee performance, including the opportunity for employees to contribute fully to the process, respond to comments and suggestions;
 - 34.4.3** provide appropriate career development and training, and to encourage and facilitate professional growth, skills acquisition, job satisfaction and career planning;
 - 34.4.4** ensure performance expectations and workload are reasonable, transparent and appropriate to the employee's classification level, experience and University practices, and that relevant information and support is available;
 - 34.4.5** align individual employee performance with their position, the University's strategic goals and the goals of the work unit, and develop appropriate professional development for employees, taking into account differences in work unit practice and culture;
 - 34.4.6** provide a mechanism for constructive recognition, support and feedback within a supportive and collegial working environment.
- 34.5** A supervisor who identifies unacceptable performance by an employee and wishes to take disciplinary action must follow clause 39, Unsatisfactory Performance.
- 34.6** The Performance Management System applies to all employees (excluding casual employees), and includes assessments of employee performance for the purposes of:
- 34.6.1** Professional and career development (“formative appraisal”);
 - 34.6.2** Incremental progression;
 - 34.6.3** Probation;
 - 34.6.4** Performance;
 - 34.6.5** Cyclical performance review; and
 - 34.6.6** Promotion.

Supervisors

- 34.7** Each employee will be advised in writing of their nominated supervisor.
- 34.8** Employees may make a case for an alternative supervisor to be designated for the purpose of performance management.
- 34.9** Supervisors are responsible for implementing the Performance Management System for all employees who report to them. In addition, each supervisor will regularly meet with all employees who report to them, both on an individual and group basis. The supervisor will support their employees in thinking innovatively and creatively about their future direction and that of their work unit or discipline.
- 34.10** They will discuss with their employees the following matters:
- 35.10.1** Workplace and external developments that affect the employees and their unit;
 - 35.10.2** Opportunities for initiatives, innovation and engagement that would directly involve the employees, including realignment of their activities and priorities to best support University strategies;
 - 35.10.3** Review of problems or issues that have arisen in the past and solutions that can be implemented by the employees to prevent or mitigate future problems/issues;
 - 35.10.4** Training and professional development needs of the employees; and
 - 35.10.5** Any other matter that any employee raises.
- 34.11** Employees should discuss career development opportunities with their supervisor.
- 34.12** A written record will be kept of such discussions and held by the supervisor for future discussions with affected employees if required.
- 34.13** Career development opportunities that may be appropriate through the Performance Management System may include, on-the-job coaching, internal temporary transfers, attendance at training and professional development courses, networking and mentor relationships, job rotation or project work, researching, secondments, higher duties, additional leave, including professional development leave and career break leave, involvement in internal and external committees, and work or study fellowships.
- 34.14** All supervisors will undertake training in relation to Performance Management. This training will be completed prior to the Performance Management System process being initiated by the supervisor. It is the expectation that all employees will familiarise themselves with the University performance management system, policy and processes.

35. PROFESSIONAL AND CAREER DEVELOPMENT

Academic Study Leave/Professional Experience Leave

- 35.1** All eligible employees are able to apply for special study leave or professional experience leave.

36. INCREMENTAL PROGRESSION

- 36.1** 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.

- 36.2** An employee will proceed by annual increment to the next salary point within the applicable classification subject to demonstrating satisfactory performance, and where appropriate, acquiring and using additional skills, experience and knowledge within the ambit of the classification.

- 36.3** The withholding of an increment will not be the first indication to an employee that the supervisor has concerns about their performance. An increment can only be withheld where:

36.3.1 a supervisor has concerns that an employee's performance would not justify the award of an increment, and

36.3.2 the employee has previously been informed of the concerns in writing and has been given a reasonable opportunity to respond to the concerns, and

36.3.3 the employee has been given a reasonable opportunity to improve the performance to the standard required to progress to the next incremental step and their performance has not improved.

- 36.4** If the supervisor still has concerns about the employee's performance then the provisions of Clause 39, Unsatisfactory Performance, must be initiated as unsatisfactory performance.

- 36.5** An employee's increment will be withheld until their performance improves sufficient for the increment to be granted. There will be no retrospective granting of an increment prior to such performance improvement.

- 36.6** Any dispute arising out of this clause will be dealt with in accordance with clause 53, Dispute Settling Procedures. Where the outcome of the dispute or unsatisfactory performance procedures identify that movement between salary points should have occurred, adjustment to salaries and entitlements will be paid retrospectively to the employee's anniversary date.

37. PROBATION

- 37.1** Unless the University determines otherwise, employees, other than casuals, will be subject to a reasonable probationary period. During a probation period an employee shall be required to demonstrate that he/she has satisfactorily performed the duties

and responsibilities as determined in his/her position description, UNE Position Classification Standards and contract of employment.

- 37.2** Any second or subsequent fixed term contract with a broad range of the same or similar duties, within a reasonable time frame, can have a probation period in the second contract if the full range of duties is not in the first contract.
- 37.3** Throughout the probation period a process of regular informal feedback shall occur. The supervisor must inform the employee in writing of any impediments to the continuation of the employee's employment when such impediments become apparent. The employee will be given reasonable opportunity to respond to the reasons provided and will be given reasonable opportunity and appropriate support to improve their performance.
- 37.4** If the University forms the view that the probationary appointment may be annulled or extended, the University will, no later than 4 weeks prior to the expiration of the probation period, advise the employee in writing that the probation period will be confirmed or that the probation period is to be annulled and the employee's employment is to be terminated. An employee will be advised of, and given an opportunity to make response to, any adverse material about the employee which the University intends to take into account in a decision to annul the employee's probation and therefore terminate the employment.
- 37.5** An employee appointed to a fixed term position of more than twelve months or a continuing position may be subject to a period of probation of up to three (3) years. This probationary period will be made up of a twelve month Mandatory Probation Period, at the end of which time, the employee will normally be required to proceed on to a Confirmation Period of up to two years.
- 37.6** For the purposes of this Agreement, a reasonable mandatory probationary period for a continuing appointment (both full time and fractional) will be 12 months.
- 37.7** During the mandatory probationary period for employees Unsatisfactory Performance Procedures as provided within clause 38 do not apply.
- 37.8** If the University determines to annul the mandatory probation period for an employee, and therefore terminate the employee, the University will provide one week's notice or one weeks pay in lieu of such notice.
- 37.9** If the University decides to terminate the employment of an employee during the Confirmation Period, the employee will receive twenty-six (26) weeks notice or payment in lieu thereof.

38. UNSATISFACTORY PERFORMANCE

- 38.1** "Unsatisfactory performance" means a level of performance that is unacceptable, and may include, but is not limited to:
- 38.1.1** unsatisfactory, inefficient or negligent performance of the specified duties of the position held;
- 38.1.2** persistent, unsupported absence or lateness, or persistent unavailability;

- 38.1.3** persistent substantiated complaints by students or other staff about not achieving the required and reasonable standard of work duties and responsibilities or meeting deadlines;
 - 38.1.4** insufficient evidence of scholarly activities over a prolonged period of time such as publications, conference papers, development of teaching materials, taking into account the overall workload and other activities of the employee; and/or
 - 38.1.5** inadequate completion of administrative tasks or other responsibilities without reasonable justification.
- 38.2** The formal unsatisfactory performance process should be used as a last resort. A supervisor must make every effort to resolve instances of possible unsatisfactory performance through guidance, counselling and appropriate staff development, or appropriate work allocation before a report is submitted to the Head of Cost Centre and/or relevant PVC/Dean or senior executive.
- 38.3** Where the supervisor is the Head of Cost Centre (or Vice-Chancellor), the relevant actions will be taken by the appropriate relevant Senior Executive.

Procedures

- 38.4** Where a supervisor is of the view that the performance of an employee is unsatisfactory, the supervisor will counsel the employee on the nature of the circumstances and the nature of the improvement required and advise the employee of a reasonable review period within which reasonable improvement in performance is expected.
- 38.5** If the supervisor believes it appropriate, he/she will direct the employee to undertake a course of professional development or other appropriate program(s) designed to assist in improving performance.
- 38.6** One or more review meetings will be held between the supervisor and the employee concerned. Where necessary, the review period as set out in sub clause 39.4 may be extended.
- 38.7** Where the supervisor, after a review period believes that counselling has produced improvements in performance the employee will be advised in writing that the unsatisfactory performance process has been completed.
- 38.8** Where the supervisor believes that the review period (or periods) has not produced improvements in performance, or where the performance issue is serious and/or is having a significant negative impact on the workloads or conditions of other staff in the area, the supervisor will make a formal report to the Head of Cost Centre that the performance of an employee is unsatisfactory. Such report will clearly state the aspects of performance seen as unsatisfactory and outline the attempts made to remedy the problem.
- 38.9** The supervisor will provide the employee with a copy of the report at the time it is submitted to the Head of Cost Centre. The employee will be entitled to ten (10) working days to submit to the Head of Cost Centre a written response to the supervisor's report.
- 38.10** Having considered the supervisor's report and any written response from the employee, the Head of Cost Centre will determine whether appropriate steps have

been taken to follow the procedures in this clause and that a reasonable opportunity has been afforded to remedy the performance problem.

38.11 The Head of Cost Centre:

38.11.1 will meet with the employee; and

38.11.2 may consult in the strictest confidence with colleagues of the employee, and will do so when requested by the employee. The employee will be given the opportunity to respond to any concerns about their performance identified through this process.

38.12 The Head of Cost Centre will take one of the following actions and notify the employee and the supervisor of this decision in writing:

38.12.1 take no further action;

38.12.2 dismiss the matter;

38.12.3 refer the matter back to the supervisor to ensure that all appropriate steps have been followed; or

38.12.4 determine that there is substance in the allegations, and consider disciplinary action, which is limited to:

(a) formal censure or counselling;

(b) withholding of an employee's salary increment for up to one year;

(c) recommending demotion to a lower level position with the resulting reduction in salary for persistent and unresolved unsatisfactory performance;

(d) recommending termination of employment for persistent and unresolved unsatisfactory performance.

38.13 Where the Head of Cost Centre considers that demotion to a lower level or termination of employment is the likely outcome of the unsatisfactory performance process, a report will be forwarded to the relevant senior executive, with a copy to the employee.

38.14 The employee will be advised that they have five (5) working days to write to the relevant senior executive either:

38.14.1 showing cause as to why demotion or termination should not occur. This may include statements concerning the procedures that have been followed and any mitigating circumstances.

OR

38.14.2 seeking a review of the decision under sub clause 39 .12 for one or more of the following grounds:

(a) unfair process;

(b) mitigating circumstances;

(c) concerns with the recommendations of the Report.

38.15 The relevant senior executive will take one or more of the following decisions:

38.15.1 take no further action or dismiss the matter; or

- 38.15.2** establish a Review panel within 10 working days (if practicable) to consider any case for review from the employee; or
- 38.15.3** refer the matter back to the Head of Cost Centre for reconsideration of the actions in sub clauses 39. 10 – 12 ; or
- 38.15.4** make a recommendation to the Vice-Chancellor on demotion or termination. Where so requested by the employee, such a recommendation will not proceed without the Review panel outcome.

Review Panel

- 38.16** A Review panel will be constituted as follows:
 - 38.16.1** A Chairperson (who is not a union official) agreed between the Vice-Chancellor and the NTEU from a list of Chairpersons agreed between the University and NTEU (such list will be reviewed on an annual basis, or more regularly if required, by the Academic Consultative Committee);
 - 38.16.2** an employee nominated by the University; and
 - 38.16.3** an employee nominated by the NTEU.
- 38.17** The panel will review the facts, documentation, any mitigating circumstances and whether or not the process in this clause has been followed, and make a consequent recommendation to the Vice-Chancellor as to whether the decision should proceed or be referred back to the Cost Centre for further action.
- 38.18** The Review Panel will:
 - 38.18.1** conduct proceedings in private, unless the employee and the University agree otherwise;
 - 38.18.2** allow the employee and the University to be assisted and/or represented by a person of their choice who is an employee of the University, or by an officer of a relevant employer association or the NTEU (but not a solicitor or barrister in private practice);
 - 38.18.3** provide an opportunity for the employee to be interviewed, and ensure an adequate opportunity to put a case;
 - 38.18.4** interview any other person and consider any further material as it believes appropriate to establish the facts of the case;
 - 38.18.5** provide the right for the employee (and their representative) and the relevant senior executive (and their representative) to be present during the conduct of interviews; ask questions of interviewees; make submissions; and present and challenge evidence. (Where the employee is unable to attend, the Committee may either proceed or elect to reconvene);
 - 38.18.6** conduct all proceedings as expeditiously as possible consistent with the principles of procedural fairness;
 - 38.18.7** keep a record of the proceedings (but not its own deliberations) which will be available to either party on request; and
 - 38.18.8** make its report available to the Vice-Chancellor and the employee within ten (10) working days of the conclusion of the proceedings.

Vice-Chancellor's Actions

38.19 The Vice-Chancellor will consider the Report, any recommendations of the relevant senior executive and any written response from the employee and will determine such action as he/she deems appropriate. Termination of employment would only be for persistent and unresolved unsatisfactory performance.

38.20 All decisions of the Vice-Chancellor under this clause will be final, provided that nothing in this clause will be construed as excluding the jurisdiction of any external court or tribunal which, but for this clause, would be competent to deal with the matter.

39. MISCONDUCT/SERIOUS MISCONDUCT

39.1 Misconduct

Misconduct means conduct or behaviour of a kind which is unsatisfactory, including:

- (a) behaviour of a kind that constitutes an impediment to the carrying out of an employee's duties or to other employees carrying out their duties; or
- (b) a dereliction of duties.

39.2 Serious Misconduct

Serious Misconduct means:

- (a) serious misbehaviour of a kind that constitutes a serious impediment to the carrying out of an employee's duties or to other employees carrying out their duties; or
- (b) a serious dereliction of duties; or
- (c) a serious breach of the standards outlined in the University's Code of Conduct for Staff as appended to this agreement

39.3 Depending on the circumstances, the following may be misconduct or serious misconduct: unethical behaviour in the conduct of research; a serious undeclared conflict of interest which results in unethical benefits and/or personal gain; theft; fraud; assault; harassment (including sexual harassment); unauthorised use of UNE facilities for private gain or a refusal to carry out a lawful and reasonable instruction which was consistent with the employee's contract.

Procedures

39.4 Where there is an allegation of misconduct or serious misconduct against an employee, the supervisor or other relevant University officer will make reasonable enquiries to establish the facts of the matter and talk to the employee who is the subject of the allegation. Where appropriate, the supervisor will attempt to resolve the matter. If the matter involves the conduct of research the DVC (Research) may be consulted.

- 39.5** Where the supervisor or relevant University officer considers there is merit in the allegation/s, and that the allegation/s may constitute misconduct or serious misconduct, a written report containing formal allegations of misconduct/serious misconduct will be prepared and a copy provided to the employee.
- 39.6** The Head of Cost Centre (or a more senior University officer if the University believes appropriate given the nature of the allegations) will consider any formal allegation/s of misconduct and/or serious misconduct. If it is considered that the allegations warrant no further action or should be dismissed, the Head of Cost Centre will advise the employee accordingly and the matter will be closed. If it is considered that the allegations warrant being taken further, then the Head will:
- 39.6.1** 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; and
- 39.6.2** require the employee to submit a written response within ten (10) working days.
- 39.7** Depending on the employee's response to the allegations, the Head of Cost Centre may take one of the actions listed below and advise the employee accordingly:
- 39.7.1** take no further action; or
- 39.7.2** dismiss the matter; or
- 39.7.3** counsel and/or censure the employee for unsatisfactory behaviour and/or arrange for appropriate professional development; or
- 39.7.4** refer the matter in writing to the relevant senior executive.
- 39.8** The relevant senior executive will consider the report regarding the allegation/s of misconduct and/or serious misconduct, and any response from the employee, and whether the employee was given a reasonable opportunity to stop further misconduct. The relevant senior executive will assess whether the conduct was misconduct, serious misconduct, or neither. If neither, the employee will be advised, and action as per sub clause 39.17 will occur.
- 39.9** If the relevant senior executive assesses that the conduct is misconduct or serious misconduct, and the employee admits or is prepared to accept the allegation/s in full, the relevant senior executive may, after considering any mitigating circumstances, take appropriate action as set out below;
- 39.9.1** formal censure or counselling; and/or
- 39.9.2** withholding the employee's salary increment for up to one year; and/or
- 39.9.3** demote/transfer the employee to a lower level position with the resulting reduction in salary; and/or
- 39.9.4** recommend termination of employment to the Vice-Chancellor (only for serious misconduct), and provide a report to the Vice-Chancellor, and the employee, and the provisions of subclause 39.15 and those sub clauses that follow will then apply.
- 39.10** If the allegations are denied in full, or admitted in some parts but denied in others, or if the employee has not responded to the allegations, then the relevant senior executive will establish a Misconduct Investigation Committee within 10 working days to consider the allegations that the employee has denied. The employee will be

advised in writing. Where there are reasonable grounds for delay, these grounds will be provided to the employee (and NTEU if applicable) within the 10 working days.

Misconduct Investigation Committee

39.11 Where a misconduct or serious misconduct matter is referred to a Misconduct Investigation Committee (MIC or the Committee), the relevant senior executive will convene the Committee within ten (10) working days. Where there are reasonable grounds for delay, these grounds will be provided to the employee (and NTEU if applicable) within the 10 working days.

39.12 Where such a Committee is established, it will comprise:

39.12.1 A Chairperson (who is not a union official) agreed between the Vice-Chancellor and the NTEU, from a list of Chairpersons agreed between the University and NTEU (such list will be reviewed on an annual basis, or more regularly if required, by the Academic Consultative Committee);

39.12.2 an employee nominated by the University; and

39.12.3 an employee nominated by the NTEU.

39.13 The terms of reference of the Committee are to report on the facts relating to the allegations that have been denied in the alleged misconduct or serious misconduct matter, including whether there any mitigating circumstances evident, and make a finding as to whether misconduct or serious misconduct has occurred, and to recommend appropriate action.

39.14 The Committee will:

39.14.1 conduct proceedings in private, unless the employee and the University agree otherwise;

39.14.2 allow the employee and the University to be assisted and/or represented by a person of their choice who is an employee of the University, or by an officer of a relevant employer association or the NTEU (but not a solicitor or barrister in private practice);

39.14.3 provide an opportunity for the employee to be interviewed, and ensure an adequate opportunity to answer the allegations and to put a case;

39.14.4 interview any other person and consider any further material as it believes appropriate to establish the merits or facts of the case;

39.14.5 provide the right for the employee (and their representative) and the relevant senior executive (and their representative) to be present during the conduct of interviews; ask questions of interviewees; make submissions; and present and challenge evidence (where the employee is unable to attend, the Committee may either proceed or elect to reconvene);

39.14.6 conduct all proceedings as expeditiously as possible consistent with the principles of procedural fairness;

39.14.7 keep a record of the proceedings (but not its own deliberations) which will be available to either party on request; and

39.14.8 make its report available to the Vice-Chancellor and the employee within ten (10) working days of the conclusion of the proceedings.

Actions following the Committee's Report

- 39.15** The employee will have ten (10) working days after being sent the Investigation Committee's report or a report pursuant to sub clause 39.9.4 to write to the Vice-Chancellor and raise any concerns about the process or to outline any mitigating circumstances or other factors that they wish to have taken into account prior to a final decision being made.
- 39.16** The Vice-Chancellor will consider the report and any written response from the employee and will determine such action as he/she deems appropriate. Termination of employment would only be for serious misconduct. For matters that have been before a MIC, if the Vice-Chancellor believes that the matter(s) may constitute serious misconduct he/she may request the record of the proceedings of the Investigation Committee and any other information used by the Investigation Committee to make its findings before making a decision.
- 39.17** Once a determination is made, the employee will be advised of the decision and of the operative date of any disciplinary action to be taken. Where the decision is that there has been no misconduct or serious misconduct the advice may, by agreement with the employee, be published in an appropriate manner.
- 39.18** All decisions of the Vice-Chancellor under this clause will be final, provided that nothing in this clause will be construed as excluding the jurisdiction of any external court or tribunal which, but for this clause, would be competent to deal with the matter.

Suspension

- 39.19** At the time of notifying the employee in accordance with sub clause 39.6.1 the Vice-Chancellor may suspend the employee with or without pay, if the alleged conduct is serious misconduct of such a nature that it would be unreasonable to continue the employee's attendance at work pending further investigation. A decision to suspend without pay should only be made in exceptional circumstances where the nature of the allegation/s made are serious, involving conduct and/or incidents which create a reasonable expectation of imminent or serious risk to any person/s or to the University's business, provided that:
- 39.19.1** where suspension without pay occurs at a time when the employee is on paid leave of absence, the employee will continue to receive a salary for the period of leave of absence;
- 39.19.2** the employee may engage in paid employment or draw on any recreation leave or long service leave credits for the duration of the suspension without pay;
- 39.19.3** the Vice-Chancellor may at any time direct that salary be paid on the ground of hardship;
- 39.19.4** where a suspension without pay has been imposed and the matter is subsequently referred to a Misconduct Investigation Committee, the Vice-Chancellor will ensure that the Committee at its first meeting determines whether suspension without pay should continue and the Committee will have the power to revoke such a suspension from its date of effect. The Vice-Chancellor may also review the decision to suspend the employee

without pay at any time, or on a request from the employee. The suspension without pay will continue during any review period.

39.19.5 if no disciplinary action is taken against the employee, the employee will be paid the salary that has been withheld. If it is determined that the alleged misconduct is partly substantiated, the Vice-Chancellor may exercise discretion to reimburse an amount of the withheld salary.

39.20 During any period of suspension the employee may be excluded from the University provided that he/she will be permitted reasonable access to the University, subject to prior approval on each occasion by a specified University officer, for preparation of his/her case and to collect personal property.

40. DOCUMENTATION

40.1 A record of any formal meetings/counselling sessions or reports will be kept and a copy supplied to the employee concerned.

40.2 Where a document relating to an employee's performance is held by the University, the employee must be given a copy of the document and an opportunity to reply to any matters raised therein.

40.3 All documentation relating to the procedures set out in this Part must be handled securely and in confidence.

PART G – CESSATION OF EMPLOYMENT

41. RESIGNATION

41.1 A continuing or fixed term employee may resign from their employment with the University by giving (in writing) four weeks notice.

41.2 Unless otherwise agreed, an employee will forfeit pay equivalent to the notice period (or part thereof dependent on length of notice given) where the full notice period is not provided to the University.

42. TERMINATION OF EMPLOYMENT

All decisions to terminate employment will only occur in accordance with the terms of this Agreement

Notice upon Termination

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

| Period of continuous service | Period of notice |
|--|-------------------------|
| Up to the completion of 3 years | 2 weeks |
| 3 year and up to the completion of 5 years | 3 weeks |

| | |
|------------------|---------|
| 5 years and over | 4 weeks |
|------------------|---------|

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

43. ABANDONMENT OF EMPLOYMENT

- 43.1** For employees, absences for a period of more than five working days without reasonable explanation may be deemed as abandonment of employment and will be dealt with as unsatisfactory performance and/or serious misconduct.
- 43.2** All reasonable attempts must be made to contact the employee before proceeding to unsatisfactory performance and/or serious misconduct.

44. MEDICAL RETIREMENT

- 44.1** Where the University believes that the capacity of an employee to perform the duties of his/her position is in serious doubt due to health reasons the University may require, in writing, an employee to undergo a medical examination by a medical practitioner chosen by the University. The employee will be given written notice of not less than one month. The written advice will also contain a copy of this clause and that an employee may wish to contact their superannuation fund about temporary or permanent disability. A shorter period may be mutually agreed having regard to the availability of medical services. Agreement will not be unreasonably withheld.
- 44.2** When the written notice is given, it will contain a copy of this clause, and the employee may elect during the notice period in 44.1 to apply to his/her superannuation fund for ill-health retirement or temporary disability benefit. The University will suspend any action under this clause while an application is under consideration, or the employee is demonstrably meeting prerequisites in order to make such an application.
- 44.3** Where the superannuation fund decides that the employee, following a period of receipt of a temporary disability benefit, is capable of resuming work and the University elects to dispute this decision, the University may proceed in accordance with this clause to seek the First Report.
- 44.4** The cost of the medical examination and the reasonable expenses of the employee in attending the examination will be borne by the University.

- 44.5** The relevant position statement/classification descriptor and a statement of the University's concerns will be provided to the medical practitioner as a basis for assessment. The employee will be provided with a copy of these and given an opportunity to provide a response, including material from the employee's own registered health practitioner, to the medical practitioner.
- 44.6** The employee will remain on paid sick leave during the notice period. If the employee's entitlement to sick leave has been exhausted, they can use annual leave or long service leave if applicable.
- 44.7** The medical practitioner will be asked to provide a report (the First Report) about their assessment, the purpose of which is to determine whether the employee is fit or not to perform the employee's duties and is likely or not to be able to resume them within a reasonable period being no less than 12 months. If it is a temporary incapacity (i.e. of a duration of less than 12 months), the assessment will include the extent of the incapacity, expected duration, and whether reasonable accommodation measures could address the issues. If reasonable accommodation measures are recommended these should be described.
- 44.8** A copy of the First Report made by the medical practitioner will be made available to the University, the employee and the employee's doctor.
- 44.9** If the First Report reveals that the employee is unable to perform his or her duties and is unlikely to be able to resume them within a reasonable period, being not less than twelve (12) months, the University may, subject to sub clauses 52.9 and 52. 10, terminate the employment of the employee in accordance with the notice required by the employee's contract of employment, or where no notice is specified a period of six (6) months. The employee will receive payment in lieu of notice.
- 44.10** However, prior to taking action to terminate the employment of an employee, the University will offer the employee the opportunity to submit a resignation and, if such a resignation is offered, will accept it and not proceed with action to terminate employment.
- 44.11** If the employee wishes to appeal the findings contained in the First Report, the employee must do so by giving the University written notice of an appeal within 14 days of the First Report being made available, and the Vice-Chancellor shall not terminate the employment of the employee in accordance with subclause 46.9 while the appeal process is underway.
- 44.12** Appeal Process:
- 44.12.1** an independent specialist agreed to between the University and the employee, or where the employee requests the NTEU, will be appointed to carry out a second assessment and provide a Second Report.
- 44.12.2** Every effort will be made by the University, the employee and the NTEU as applicable to appoint the specialist no less than 7 calendar days from the employee's appeal being received by the Vice-Chancellor. If agreement cannot be reached within this period, the President of the NSW Branch of the AMA or of the relevant college of specialists will be asked to nominate an appropriate independent specialist.

- 44.12.3** The nominated specialist cannot include any practitioner who has made any other medical assessment or report relating the medical retirement process for this employee, or who has otherwise treated this employee.
- 44.12.4** The cost of the second assessment by the independent specialist will be borne by the University.
- 44.12.5** The employee will remain on paid sick leave during the notice period. If the employee's entitlement to sick leave has been exhausted, they can use annual leave or long service leave if applicable.
- 44.12.6** Before making an assessment, the independent specialist will be provided with the relevant position statement/classification descriptor, a statement of the University's concerns, and the First Report. The employee will be able to provide the independent specialist with their responses, including material from the employee's own registered health practitioner or specialist. The independent specialist is to be provided with this information from the employer and employee within 7 calendar days of the appointment of the independent specialist.
- 44.12.7** The independent specialist will be asked to assess whether the employee (whether on the grounds identified in the First Report or otherwise) is fit or not to perform the employee's duties and is likely or not to be able to resume them within a reasonable period being no less than 12 months.
- 44.12.8** The independent specialist will make their assessment of the employee, and provide a written report (Second Report) to the University regarding the employee's fitness to perform their duties. In making their assessment, they may make further enquiries as they deem necessary. They will be requested to do so as expeditiously as possible, and no longer than one month after they receive the information in (f) above.
- 44.12.9** The University will provide the Second Report to the employee.
- 44.12.10** If the Second Report confirms the findings of the First Report, or states that the employee (whether on the grounds identified in the First Report or otherwise) is not fit to perform the employee's duties and is unlikely to be able to resume them within a reasonable period being no less than 12 months, then the University may provide the employee with written notice of termination of the employee's employment effective immediately, in which case the employee will receive payment in lieu of the notice period applicable to their contract of employment.
- 44.12.11** If the Second Report does not confirm the findings of the First Report, or provides that the employee is fit to perform their duties, or will become so fit within a reasonable period being no more than 12 months, then the University will rely on the Second Report as the basis on which to determine the employee's return to work.
- 44.13** The University may construe a failure by an employee to undergo a medical examination in accordance with these procedures within 2 months of a written notification to do so as prima facie evidence that such a medical examination would have found that the employee is unable to perform his or her duties and is unlikely to be able to resume them within 12 months. The University may then terminate the employee's employment, provided that such a refusal by an employee in these

circumstances will not constitute misconduct nor lead to any greater penalty or loss of entitlements than would have resulted from an adverse medical report.

PART H – WORKING ARRANGEMENTS

45. PAID OUTSIDE WORK

- 45.1** Any potential additional work an employee proposes to undertake on behalf of the University, with income apportioned fairly between the employee and the University, will be discussed with their supervisor in the context of their academic workload agreement and must be subject to approval by the relevant Head of School or PVC/Dean where appropriate, before such additional work may be commenced.

46. UNIT COURSE COORDINATOR ALLOWANCE

- 46.1** Where an employee at Level A is required to undertake the co-ordination of a teaching unit for an approved teaching term, the employee will be paid an allowance for the duration of such duties which equates to the difference between the employee's substantive salary and Base Level B.
- 46.2** Where an employee below Level C is required to co-ordinate awards for an approved teaching term or act as course convenor, the employee will be paid an allowance for the duration of such duties, which equates to the difference between the employee's substantive salary and Base Level C.
- 46.3** Employees who have undertaken any of the above duties for more than one year will be entitled to incremental advancement within the appropriate classification.

47. INTELLECTUAL PROPERTY

- 47.1** Intellectual property rights include:
- 47.1.1** the rights of employees to an appropriate share in the ownership of intellectual property, including intellectual property arising from on-line teaching and learning, research, offshore work and appropriately approved paid outside work;
 - 47.1.2** recognition of the moral rights of employees over intellectual property;
 - 47.1.3** recognition of the University's rights in intellectual property ;

Appeals over intellectual property matters which are not able to be resolved in the first instance by the employee and supervisor may be referred by either party to the PVC (Research). If the matter remains unresolved either party may lodge a dispute in accordance with clause 53.

48. ACADEMIC PROMOTIONS

- 48.1** The University will offer the opportunity of promotion to all eligible employees on an annual basis. Employees would normally be required to serve a minimum of 12 months from appointment or promotion before seeking a promotion.

- 48.2** Unless otherwise agreed, applicants who have been unsuccessful in two consecutive years in their bid for a promotion cannot apply in the following year.
- 48.3** Appeals will only be allowed on procedural grounds.
- 48.4** The Chairs of the Promotions Committee and the Promotions Appeals Committee will take all reasonable steps to ensure an appropriate gender balance is attained on each committee.
- 48.5** Academic promotion is solely based upon the merit of the application.
- 48.6** An NTEU observer and an Equity Office observer will be present at all meetings of the Promotions Committee and the Promotions Appeals Committee.
- 48.7** The Promotion Committee will consist of:
- A Chair appointed by the Vice-Chancellor
 - Faculty Pro Vice-Chancellors and Dean
 - Chair or Deputy Chair of the Academic Board
 - Four continuing academics (two elected from each Faculty, one at Level C or above and one at Level D or above.)
 - One External Professor (not necessarily the same for each level)
 - For research-only staff the Deputy Vice-Chancellor (Research) will be a member.
- 48.8** The Promotion Appeals Committee will comprise:
- a Professor nominated by the Vice-Chancellor (Chair); and
 - two Professors or Associate Professors, not necessarily members of Academic Board, appointed by the Standing Committee of Academic Board.

Additional members may be co-opted where necessary, e.g. to ensure gender balance. All members will have served on previous Promotion Committees. They must not have been involved in any aspect of the applicant's case to be reviewed.

49. ENTITLEMENTS RELATING TO FIXED TERM RESEARCH STAFF ONLY

- 49.1** During the first twelve months of this Agreement, the parties will agree on a system of nomenclature to ensure that research-only employees are properly classified as either academic or general.
- 49.2** Fixed term research-only employees may apply to their Head of Cost Centre for access to any professional development programs which are offered by the University.

50. ACADEMIC WORKLOADS

50.1 General

- 50.1.1** Workloads will be manageable and equitable and will be determined on a fair, transparent and consultative basis taking into consideration the level of appointment and total responsibilities and provisions of clause 15.
- 50.1.2** Once agreement is reached on individual workloads, the workloads will be published within each School.
- 50.1.3** The Academic Consultative Committee (ACC), at its discretion, may advise on the particulars of the implementation of this clause. During the life of this agreement, the ACC will investigate and provide a report to the Vice-Chancellor regarding historical inequities that exist in TSI loads across the University. The report will be considered during the next round of bargaining for a replacement agreement.
- 50.1.4** It is the objective of this clause that, once having satisfied the conditions of this clause, autonomy be left to the level of School-based decision making, given the provisions of sub clause 50.3.1.

50.2 The nature of academic work

- 50.2.1** While recognising the complex nature of academic workloads, the University and NTEU agree that academic workload consists of three major components:
- a. teaching, curriculum development and research supervision;
 - b. research, scholarship, creative achievement and professional activity;
and
 - c. service and administration to the University and community.

Employees have an entitlement to a balance of work across those three functions in the context of the requirements of the University and their own career development. Apart from research-only academic positions, it is the expectation of the University that academics will carry out all three activities, and a mix of work will not disadvantage an employee in an application for promotion.

- 50.2.2** The term “face-to-face teaching” will mean the provision of education through activities such as lectures, tutorials, seminars, demonstrations, laboratory sessions, clinical/practicum sessions, fieldwork, supervision, or other teaching methods, including teaching in equivalent ways and equivalent duration through on-line/distance education media, excluding distance communication with students that is not a teaching related activity.
- 50.2.3** The parameters of online equivalence will be set out in each School Workload Policy, and equivalent duration will conform with the provisions of sub clause 50.4, Requirements for Allocation of Workload.

50.2.4 Teaching-related activity is intrinsic to teaching, and refers to activities such as coordination, marking, student consultation, preparation, and curriculum and materials development. Teaching includes undergraduate, post-graduate, domestic full-fee, international full-fee (on-campus, distance education and off-shore) teaching and research supervision (including working with partners to deliver units).

50.2.5 Apart from postgraduate research supervision and marking of special exams or Special Extensions of Time (SETs), the term “teaching period” will mean a designated teaching period, such as a trimester, semester or Summer School per year.

50.3 Allocation of Workloads

50.3.1 Each School, through collegial consultative processes with its academic staff, will develop, implement, review and revise an Academic Workload Policy on a School basis. The Academic Workload Policy will be considered by the relevant Pro-Vice Chancellor and Dean who will provide input. A School meeting will be called to consider the policy and it will be ratified by consensus. Where consensus cannot be reached, a majority decision, by vote of the applicable School staff, will determine the School Academic Workload Policy. The School Academic Workload Policy must be consistent with the University’s Strategic Plan and academic mission of the School.

50.3.2 The following five principles should apply in the determination and allocation of academic workloads:

Mix
Equity
Flexibility
Responsiveness
Transparency

Mix: In order to achieve the career aspirations of employees and the mission of the School, Faculty and University, all staff (other than casual and research-only academics) will aim to undertake an appropriate mix of teaching, research supervision, research, service and administration, to be determined annually after consultation with their supervisor.

Equity: Determination and allocation of academic workload for all employees will be fair and reasonable, with consideration given to the relevant position classification standard and duty statement, responsibilities and the categories of employment such as continuing, probationary, fixed term, part time and casual.

Flexibility: Workloads will be flexible in order to allow employees to have blocks of time to engage in varying levels of teaching, research, and associated professional / service work. Workloads will also have due regard to leave entitlements. Flexible and family working arrangements as provided in clause 15 will also be considered.

Responsiveness: The determination and allocation of workload should take into consideration the budget of the School or other Cost Centre, the teaching, research and service commitments of the Faculty or Cost Centre and the number of staff that are located in the School or other Cost Centre.

Academic workloads will be negotiated and allocated to enable quick and effective responses over an academic year to changes both internal and external to the University and will provide individuals with reasonable certainty and notice of their annual workload commitments over that period.

Transparency: Both the process of negotiation and results of allocation of individual academic workload will be in a readily accessible form for all employees of the School, Faculty and University. The Head of School will circulate within the School the EFTSL loads of all employees as soon as practicable in each semester and after the census dates in each year. Employees will be accountable for carrying out their allocated workloads.

50.4 Requirements for Allocation of Workload

50.4.1 The University will take reasonable steps to ensure that employees are not allocated a workload which requires excessive or unreasonable hours.

50.4.2 In determining what are unreasonable hours the University will have regard to the following:

- (a) the total number of teaching and/or required hours worked on a particular day, teaching period, or year;
- (b) the number of teaching and/or required hours worked without a break;
- (c) the time off between finishing and starting times of teaching sessions;
- (d) the number of consecutive days of the week during which teaching and/or required duties are scheduled;
- (e) health and safety requirements;
- (f) the employee's general workload;
- (g) the number and size of units coordinated by an individual employee; and,
- (h) the obligations under clauses **50.3.2** (Equity) and **15** (Flexible and Family Working Arrangements).

50.4.3 No employee will be required to engage in face-to-face teaching or equivalent that exceeds 260 hours (pro rated according to fraction and period of employment) over the year. (After this Agreement is approved by Fair Work Australia, 6 months is recognized by the University and NTEU as a transition period for observance of the on line equivalence provisions of sub clauses 50.2.2 and 50.2.3.)

An employee may be required to teach an additional 52 hours per year (pro rata) if the teaching is exclusively tutorials, demonstrations or laboratory sessions, and meets the other obligations of clause **50.3.2**.

50.4.4 An employee will not be required to undertake face-to-face teaching duties over a span of greater than eight (8) hours in any one day. This requirement

may be varied by agreement between an employee and their Head of School.

- 50.4.5** Unless by agreement between the employee and supervisor, no employee will be required to teach outside the hours 8 am to 6 pm, Monday to Friday, with the exception of intensive teaching periods, (being residential schools, weekend schools, overseas teaching and field excursions).
- 50.4.6** An employee will only teach on weekends or public holidays where there is mutual agreement. Such agreements will include arrangements to take time-off-in-lieu.
- 50.4.7** No employee will be required to teach overseas unless stated in the employee's contract of employment or with the agreement of the employee.
- 50.4.8** Employees assigned to introduce new units or extend modes of delivery of existing units will be provided with adequate notice and consulted, and will be supported by adequate resources and training.

50.5 Flexible Teaching Year

- 50.5.1** The parties agree that the University may implement changes to working arrangements, taking into account the provisions of relevant clauses of this Agreement. This will enable the University to establish a flexible teaching year in order to provide opportunities for:
 - (a)** Increased flexibility in staff patterns of work;
 - (b)** Provision of teaching-free blocks for individual staff;
 - (c)** Enhancement of research opportunities for staff;
 - (d)** Improvement of opportunities for workforce planning;
 - (e)** Increased flexibility in patterns of study for students;
 - (f)** Increased University revenue; and
 - (g)** Attainment of a greater share of the local and international student market.
- 50.5.2** A flexible teaching year may be achieved through initiatives by the University including but not limited to:
 - (a)** Multiple and sometimes overlapping teaching sessions throughout the year;
 - (b)** Summer schools;
 - (c)** Residential schools;
- 50.5.3** A reference to a Semester or Trimester does not include Residential/Intensive Schools or voluntary teaching in excess of workload in summer schools.
- 50.5.4** The introduction of flexible teaching year initiatives will comply with clause 50.
- 50.5.5** Changes to the teaching year (e.g. trimesters, semester, summer schools, and traditional non-teaching periods) will be subject to consultation with the staff likely to be affected and the NTEU, which shall include appropriate risk assessment and analysis of the workload implications of various models.

- 50.5.6** If the University introduces more broadly a trimester system, the following categories of employees will not be required to teach any more than 2 out of 3 trimesters per annum: employees who are teaching within the allocated load of their cluster EFTSL band; or employees who are research active (using ERA indicators); or employees who have a reduced teaching load because of a defined administrative role (e.g. Course Coordinator, HDR Coordinator).
- 50.5.7** Employees who are not teaching within the allocated load of their cluster EFTSL band and who are not research active may be required to teach up to 5 out of 6 trimesters over a two-year period.
- 50.5.8** In a situation where there are multiple and overlapping arrangements (for example 5 or more teaching sessions), no employee will be required to work more than 3 out of 5 overlapping sessions or to work in a pattern that would prevent the use of 12 weeks per annum free from teaching responsibilities.
- 50.5.9** Equity consideration shall be given in determining expectations of research activity in the case of early career academics and academics who have had a recent significant break in their career arising from, for example, being a primary care giver or returning from parental leave.
- 50.5.10** An employee will not be required to work in a pattern that would prevent taking a four-week block of annual leave per annum.

50.6 Part-time Academic Staff

The workload for part-time employees is fractionally proportionate to the workload of a full-time employee.

50.7 Teaching and Supervision Index (TSI)

- 50.7.1** The Teaching and Supervision Index (TSI) is a measure of the Effective Full Time Student Load (EFTSL) plus the Higher Degree Research (HDR) EFTSL (weighted times 2) to one Full-Time Equivalent (FTE) employee. Non-Commonwealth-supported students shall be included on the same basis as Commonwealth-supported students in determining EFTSL. All teaching is to be counted in terms of EFTSL, as measured at 31 March and 31 August each year.
- 50.7.2** Timely teaching relief will be provided for individual employees who exceed the maximum levels provided in school workload policies and/or the maximum specified in sub clause 50.7.4.
- 50.7.3** The teaching and supervision indices will measure the student load to FTE (full-time and fractional) staff using *effective* figures (with casual assistance and teaching by non-employees removed), taking into account all forms of leave, including study leave.
- 50.7.4** TSI loads for individual staff members will vary depending on the five principles at subclause 50.3.2. Subject to these principles, TSI loads will normally fall within the cluster ranges shown below, which Schools use in the development of their workload policies.

| Cluster description | Min | Max |
|--|------------|------------|
| Economics, Business & Law | 25 | 33 |
| Humanities & Arts, Archaeology and Palaeoanthropology (arts/humanities funded units) | 23 | 30 |
| Mathematics, Statistics & Computing | 16 | 24 |
| Behavioural Science, Social Studies, Political and International Studies | 23 | 30 |
| Health & Nursing | 21 | 29 |
| Education | 21 | 29 |
| Clinical Psychology | 23 | 30 |
| Media and Communications | 23 | 30 |
| Foreign Languages, Visual & Performing Arts | 17 | 22 |
| Science, Agriculture, Surveying, Archaeology and Palaeoanthropology (science funded units) | 13 | 23 |
| Medicine | 11 | 21 |

50.7.5 Where Course Co-ordinators have responsibilities associated with their role requiring teaching relief, then that relief will be in the form of EFTSL relief as prescribed within each School workload policy.

50.7.6 If a employee agrees to undertake additional teaching beyond that provided for in the Workload policy their workload allocation agreement will be varied accordingly by reducing other workload within the same period or reducing the teaching load in the next workload allocation period.

50.7.7 All employees are expected to engage in a combination of teaching, research and other service over a year. This combination of activities will vary according to the skills and interests of the individual, and the needs of the discipline. This distribution of activities will be reflected in the University's promotions application process.

50.7.8 Every attempt will be made not to increase the overall student-staff ratio during the life of this agreement, without compromising the University's capacity to adapt appropriately to changing circumstances.

50.8 Disputes about Workloads

Disputes about workloads will be resolved using the Dispute Settlement Procedures (clause 53).

50.9 Working Parties

50.8.1 Within two months of the approval of this agreement the University will establish two working parties to investigate, and to develop policies on, the following issues:

(a) Working Party 1 – Online Teaching – to make recommendations towards the formulation of a plan that regulates online teaching workload. An Interim Report will be provided to the Vice-Chancellor by the end of first semester 2011.

(b) Working Party 2 – Academic Administrative Duties and the Teaching and Learning Centre – to make recommendations towards formulation

of a plan to reduce the impact of administrative tasks on other academic activities.

The Academic Staff Consultative Committee will decide the composition of the Working Parties.

50.10 Principles of Availability

It is acknowledged that from time to time employees will undertake a range of duties that either necessitate or benefit from their absence from campus. It is nevertheless expected that staff will be available for relevant, scheduled meetings, and for interaction and consultation with students and colleagues on a reasonable basis.

While travel and off campus work are normal for many employees the University will remain the focal point of each employee's professional life. Staff will regularly advise their supervisor of their general activities and of absences off campus for periods of two days or more, and be contactable during these times.

51. CASUAL EMPLOYMENT

51.1 "Casual employment" will mean a person engaged by the hour and paid on an hourly basis.

51.2 The rates of pay for casual employees and the manner in which they are to be applied (including rates in respect of all marking that is not contemporaneous within a lecture, tutorial or other teaching session), are specified in **Schedule 2**. These rates include a 25% loading in lieu of all forms of paid leave, paid public holidays, notice of termination of employment and severance benefits.

51.3 Casual staff will be paid for all duties performed and all hours worked as directed by their supervisor, including marking.

51.4 Supervisors will encourage casual staff who have casual employment for a whole teaching period to attend appropriate meetings of their work units. Attendance at all relevant meetings will be properly remunerated in accordance with the casual rates provided for Other Required Academic Activity.

51.5 Casual academics:

51.5.1 shall not be responsible for the employment or supervision (in terms of performance management or discipline) of other staff; and

51.5.2 should not have primary responsibility for the development of teaching and learning materials.

51.6 Casual employees who obtain continuing employment with the University immediately after a casual appointment (that is within 4 weeks of the last paid casual service and excluding casual appointments solely to perform marking) at the same academic level as their casual work shall be appointed at no less than the relevant increment step immediately prior to appointment, as long as they have performed 12 months paid service at that particular incremental step.

- 51.7** Casual employees will be entitled at the workplace to access a telephone, computer and email, a work desk and a library card. Where the employee is expected to be employed for at least fifty per cent (50%) of a full-time teaching load over a semester, trimester or calendar year, a work station, including the abovementioned facilities, will be provided for the employee's exclusive use. [N.B. This clause is not applicable to those employed on an occasional, ad hoc or intermittent basis.]
- 51.8** If there is a reasonable expectation expressed by the Head of School that a casual employee, as set out above, will gain a further casual employment contract in the following semester, trimester or calendar year, he or she will be entitled to retain access to a telephone, computer and email, a work desk and a library card for the period between contracts.
- 51.9** Casual employees will be eligible to apply for internally advertised University positions.
- 51.10** A Head of School may approve, subject to available resources, a casual employee participating in career development activities if the Head of School considers a particular programme will be of benefit to the University. Such casual employee shall be paid at the Other Required Academic Activity casual rate of pay while participating in such career development activities.
- 51.11** The University and the NTEU recognise that casual employment is not an appropriate employment mode in all circumstances and is not a substitute for fixed term or continuing employment. The University will therefore not use casual employment in circumstances which require significant numbers of hours per week for the conduct of long term regular and systematic work.

PART K – GRIEVANCES and DISPUTE RESOLUTION PROCEDURES

52. GRIEVANCES

- 52.1** This clause covers grievances and complaints which may arise in the workplace. It should be read in conjunction with UNE's policies with regard to harassment, bullying, unlawful discrimination or vilification. This clause does not cover the resolution of disputes relating to the correct application, implementation or interpretation of the terms of this agreement, as these disputes are industrial disputes settled in accordance with clause 53. This clause does not apply to grievances between students and employees. Decisions relating to appointment, or termination of employment under probation, or decisions about which there is a designated alternative appeal / review procedure, will not be covered by this clause.
- 52.2** A complaint or grievance may be made by an employee about:
- 52.2.1** his or her workplace or another employee,
 - 52.2.2** a decision affecting their employment,
 - 52.2.3** unfair treatment,
 - 52.2.4** harassment,
 - 52.2.5** bullying,

52.2.6 unlawful discrimination or vilification.

52.3 Definitions

52.3.1 A *complaint* is an informal concern expressed by an employee about an issue relating to their employment.

52.3.2 A *grievance* is a formal complaint made in writing by an employee about an issue relating to their employment.

52.3.3 For the purposes of this clause, the definition of bullying in Clause 62: Dignity and Respect at Work will apply.

52.3.4 *Natural justice* involves decision-makers informing people of the case against them, giving them a right to be heard, not having a personal interest in the outcome, addressing the issue without undue delay and acting only on the basis of sound reasoning and relevant evidence.

52.4 Principles

52.4.1 All matters relating to a complaint or grievance must be kept confidential by persons involved and are not to be discussed publicly by other employees who may learn about complaints or grievances. A breach of confidentiality may be a misconduct matter.

52.4.2 All parties will act in accordance with the principles of natural justice.

52.4.3 All parties will act to solve complaints and grievances quickly and to the extent possible facilitating mutual agreement between the parties as to the outcome.

52.4.4 All parties will facilitate resolution of the grievance as close to the source as possible.

52.4.5 For matters that should more correctly be dealt with under different provisions (e.g. unsatisfactory performance, misconduct / serious misconduct), the Head of Cost Centre / nominated University officer will proceed in accordance with the relevant provisions.

52.4.6 Employees may be accompanied by a person of their choice (who is also a UNE employee and/or a NTEU representative, but who is not a practising solicitor or barrister) at any meeting with the supervisor or other delegated University officer where a complaint or grievance is to be discussed. This person's role is principally to support, not to advocate for the employee.

52.4.7 Assistance or advice may be sought at any time from an authorised University equity representative. This may include confidentially discussing informal and formal options available, or a request for mediation.

Complaints

52.5 An employee who has a complaint should, where appropriate, try to settle the matter themselves through informal discussion.

52.6 If the complaint cannot be settled informally by the employee, or the employee feels unable to undertake such a process himself / herself or considers it is unlikely to result in resolution, they should refer the matter to their supervisor who will attempt to resolve the matter informally. (Where the complaint is against the employee's supervisor, the matter should be referred to the next-in-line supervisor.)

52.7 The relevant supervisor will attempt to resolve the matter informally by providing an opportunity to reach an agreement that all parties are willing to accept. This may include the supervisor making a determination / recommendation on the matter. An

equity representative may be requested by any of the parties to be present or to assist.

- 52.8** If resolution is not reached, the aggrieved employee may choose to lodge a formal grievance.

Grievances

- 52.9** A grievance must be lodged in writing with the Head of Cost Centre, setting out the specific nature of the grievance. (Where the grievance is with the Head of Cost Centre, the grievance should be lodged with the relevant senior executive officer.)

- 52.10** Any grievance which is put in writing will be made available to the person/s identified in the grievance for their response. No formal action can be taken if the aggrieved employee asks that their grievance be anonymous or is not specific.

Grievance relating to a decision

- 52.11** A grievance regarding a decision affecting the employee's employment or about his / her workplace must normally be made within five (5) working days of the employee becoming aware of the decision or the workplace issue. This time period may be extended up to 10 working days to take into account issues such as the need to seek advice and assistance, or availability.

- 52.12** The Head of Cost Centre, or other nominated University officer, will:

52.12.1 attempt to settle the matter informally (if this step has not been completed); and/or

52.12.2 make reasonable enquiries and make a determination/recommendation on the matter; and/or

52.12.3 determine that this is a matter that should be dealt with under different provisions (see 52.4.5) and proceed accordingly; and/or

52.12.4 refer the matter to another nominated University officer if, for example, there is a conflict of interest, who will undertake the relevant process.

- 52.13** A grievance regarding a decision affecting the employee's employment or about his / her workplace will normally be resolved within ten (10) working days of the Head of Cost Centre or other senior executive officer receiving notification of the grievance.

- 52.14** Depending on the nature of the grievance, the decision/s that are the subject of the grievance will not be implemented or continued until the grievance procedure has been followed, so long as this would not unduly disrupt the work of the University or have a significant negative impact. No industrial dispute action will be taken about the grievance while the grievance procedure is being followed.

Grievance relating to another employee

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

- 52.16** In exceptional circumstances a grievance may be considered after three (3) months, if good reason is shown.

- 52.17** The Head of Cost Centre, or other nominated University officer, will advise the employee against whom the allegations have been made, that a grievance has been lodged, and provide a copy of the grievance and the complainant's identity.
- 52.18** The employee against whom the allegations are made then has five (5) working days to respond, in writing, to the allegations. This response time may be increased to take into account the seriousness of the complaint or availability issues. All parties must be made aware that any retaliatory action is unlawful and may be misconduct or serious misconduct.
- 52.19** The Head of Cost Centre, or other nominated University officer, will:
- 52.19.1** attempt to settle the matter informally (if this step has not been completed); and/or
 - 52.19.2** make reasonable enquiries and make a determination/recommendation on the matter; and/or
 - 52.19.3** determine that this is a matter that should be dealt with under different provisions (see 61.4.5) and proceed accordingly; and/or
 - 52.19.4** refer the matter to another nominated University officer if, for example, there is a conflict of interest, who will undertake the relevant process.
- 52.6** The aggrieved employee/s and employee/s who were the subject of the grievance will be provided with a written copy of any action/s to be taken as a result of the resolution of the grievance.
- 52.7** As far as possible, a formal grievance process regarding another employee is to be completed within a period of 3 months from the date the grievance was lodged with the Head of Cost Centre.
- 52.8** Offers, agreements and other outcomes of a grievance are not precedents for similar grievances and will not prejudice positions that the University, the union/s or the employee/s may take either in similar circumstances or on more general issues.
- 52.9** If the grievance is not resolved, the Head of Cost Centre (or the relevant senior executive officer) will refer the matter and all associated documentation to the Vice-Chancellor (or nominee) for a final determination.

53. DISPUTE SETTLEMENT PROCEDURES

- 53.1** The following Industrial Dispute procedure must be used to settle any industrial dispute that may arise about the application of, or matters arising under, this Agreement or the National Employment Standards.
- 53.2** Until the procedures described in subclause 53 .3 have been completed:
- 53.2.1** work must continue in the normal manner prevailing at the time of the dispute. However, depending on the nature of the dispute, the matters in dispute will not be implemented or continued so long as this would not unduly disrupt the work of the University or have a significant negative financial impact.

- 53.2.2** nothing must be changed which is the subject of the dispute except to the extent necessary to address, where applicable, an occupational health and safety risk;
 - 53.2.3** no industrial action will be taken about the dispute; and
 - 53.2.4** no action will be taken which may exacerbate the dispute.
- 53.3** If there is an industrial dispute the following procedure must be followed:
- 53.3.1** In the first instance, an employee/s and/or their NTEU representative/s, and the University representative/s will discuss the dispute and attempt to reach agreement within seven calendar days of the dispute first being notified in writing unless agreed otherwise.
 - 53.3.2** At the election of either party to the dispute, where they believe it would be beneficial to have further discussion, within seven days or other agreed timeframe, at least one further meeting will be held to attempt to resolve the matter.
 - 53.3.3** During this internal process, the employee and/or the University may request representation by a person or the NTEU but not a member of the legal profession in private practice.
 - 53.3.4** Should the dispute not be resolved by the process referred to above, the matter may be referred by any party to the dispute to Fair Work Australia (FWA) for resolution by conciliation, or where conciliation does not resolve the dispute, by arbitration. In resolving the dispute FWA can exercise any of its powers under the Fair Work Act. The parties to the dispute will be bound by and implement any recommendation or decision of FWA subject to an appeal to the Full Bench of FWA.
- 53.4** Nothing in this clause prevents the parties to the dispute from agreeing to refer an unresolved dispute to a person or body other than FWA for resolution, in which case the parties agree to be bound by any recommendation to resolve the dispute, made by the agreed person or body. Such agreed person or body may exercise such powers and functions as the parties agree are appropriate at the time.

PART L – MISCELLANEOUS

54. OCCUPATIONAL HEALTH AND SAFETY

- 54.1** The University is committed to creating and maintaining a healthy and safe working environment. The appropriate *UNE Occupational Health and Safety Policy* will apply as amended from time to time.
- 54.2** Employees have a right to:
 - 54.2.1** have a safe and healthy workplace;
 - 54.2.2** know what health and safety risks they are exposed to at work;
 - 54.2.3** appropriate health and safety: (i) induction; (ii) instruction, training and supervision;
 - 54.2.4** have the information they need to work safely, such as safe work practices;

- 54.2.5** access to adequate first aid facilities which will be provided by the University;
 - 54.2.6** provision of personal protective equipment by the University;
 - 54.2.7** a smoke-free working environment.
- 54.3** Employees will be advised through established OH&S consultative systems about identified health and safety risks in their work areas and measures to eliminate or control them.
- 54.4** A risk management process utilising the appropriate Australian Standards will be used to determine the number and location of emergency personnel, including first aid officers. During the period of appointment, first aid officers will be paid an allowance as set out in Schedule 3. The first aid allowance will increase in accordance with the salary increases applicable to this Agreement
- 54.5** The University will pay for these staff to obtain and/or renew the appropriate first aid qualification/s.

55. OFFICE FACILITIES

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

56. STAFF INDUCTIONS

- 56.1** At the conclusion of an induction session union officers shall have reasonable access to new staff who attend such sessions. The University will provide the NTEU membership forms to staff at induction sessions.

57. PAYROLL DEDUCTIONS

- 57.1** As a service to its employees, the University shall provide for the deduction of union dues from salary at a rate or amount advised from time to time as payable under the Union's rules, where this has been authorised by the employee. There shall be no charge to the employee for this service. The employee or the Union shall be entitled to cancel the arrangement by advice in writing.
- 57.2** The University shall not increase the amount (or where applicable the rate), if any, of charge for any such deduction.
- 57.3** The University shall provide to any Union member, where the Union member has authorised this, for the deduction of an amount from each pay in favour of Australian People for Health Education and Development Abroad (APHEDA).

58. UNION RIGHTS

Accredited union delegate - Accredited union delegate shall mean an employee who is a member of the NTEU UNE campus executive or a member of their National Executive and its Committee's. A list containing such names must be provided to the Director Human Resource Services for accreditation at the commencement of this Agreement and then updated each year.

The size of the UNE NTEU Campus Executive cannot exceed the limits set out in the NSW NTEU rules.

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

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

58.3 Such leave shall count as service for all purposes.

Time Release

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

58.5 A union delegate will be considered on duty and will be allowed reasonable time for the conduct of authorised union activities.

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

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

58.8 Notices and resources - Union delegates may utilise their office facilities to carry out their duties as a union delegate.

Funding

58.9 The University will set aside funding at the rate of 25% of one Senior Lecturer salary for the purposes of reimbursing Schools or Directorates for the cost of accredited union delegates participating in NTEU activities. This will be an SP account and

reimbursement would be made on request by the relevant Director or Head of School, via the Chief Operating Officer.

59. FLEXIBILITY

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

59.1.1 Salary Packaging

An employee may elect packaging of salary for motor vehicles, superannuation, child care at Yarm Gwanga and other items that may be approved in accordance with University policy from time to time.

59.1.2 Purchased Leave

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

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

59.2 The University may agree to a request, provided the employee and the University genuinely agree to the arrangement without coercion or duress, and the employee is not disadvantaged in relation to their terms and conditions of employment.

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

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

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

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

59.4 The University must ensure that the individual flexibility arrangement:

59.4.1 is in writing; and

59.4.2 includes the name of the University and employee; and

- 59.4.3** is signed by the University and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
- 59.4.4** includes details of:
- (a)** the terms of the enterprise agreement that will be varied by the arrangement; and
 - (b)** how the arrangement will vary the effect of the terms; and
 - (c)** how the agreement does not disadvantage the individual employee in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- 59.4.5** states the day on which the arrangement commences.
- 59.5** The University must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 59.6** The University or employee may terminate the individual flexibility arrangement:
- 59.6.1** by giving no more than 28 days written notice to the other party to the arrangement and the agreement ceasing to operate at the end of the notice period; or
 - 59.6.2** if the University and employee agree in writing — at any time.
- 59.7** The University is responsible for ensuring that all of the requirements of this clause are met.
- 59.8** The University will provide a copy of an employee's flexibility arrangement made under this clause to a Union, upon the written request of the employee.
- 59.9** The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between the University and an individual employee contained in any other term of this agreement.

60. CHILDCARE FACILITY

- 60.1** The University is committed to providing equal employment opportunities and to identifying and removing barriers to participation and progression in employment.
- 60.2** The University undertakes to maintain a child care facility on campus for the life of this agreement.

61. AWAS AND ITEAS

- 61.1** The University will not enter into an Individual Transitional Employment Agreements (ITEAs) with any employee.
- 61.2** The University shall no later than 4 months after the agreement is approved by Fair Work Australia, provide to each employee who would but for the operation of an ITEA

be covered by this Agreement, an offer to terminate the ITEA. Thereafter, the University shall facilitate any request of any such employee for termination of his or her ITEA.

61.3 This Agreement shall then apply to any employee who terminates his or her ITEA.

61.4 In this clause "ITEA" includes an AWA.

62. DIGNITY AND RESPECT AT WORK

62.1 The University is committed to creating and maintaining a working environment of dignity and respect for all its employees. The University and all its employees are bound to the principles expressed in the *Dignity and Respect in the Workplace Charter* (the *Charter*) signed by the Vice-Chancellor in July 2006. In particular, employees shall be entitled to rely on definitions and examples contained in the *Charter* to address any instance of bullying or harassment.

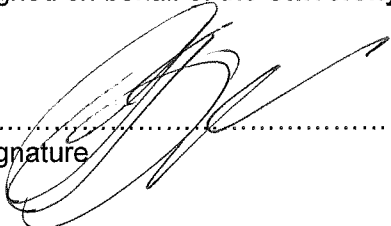
62.2 The University will not accept bullying or harassing behaviour of any employee, irrespective of position. Bullying or harassing behaviour is behaviour that demeans, humiliates or intimidates employees either as individuals or as a group, by: unwelcome and unreasonable behaviour that creates a hostile, uncomfortable or offensive work atmosphere; and/or the misuse of relative and/or assumed power, including unjustifiable differential treatment. Further information can be found in the *Charter*.

63. EMAIL SURVEILLANCE


Management will monitor and access staff electronic communications only to the extent permitted by law.

SIGNATURES

Signed on behalf of the **University of New England**


.....
Signature 

.....
Name James Barber


.....
Witness Signature 

.....
Name Margaret Lockyer

Signed on behalf of the **National Tertiary Education Industry Union**

.....
Signature 

.....
Name Grahame McCulloch

.....
Witness Signature 

.....
Name Rachel Liebhaber

SCHEDULE 1 - SALARY RATES - FULL TIME ACADEMIC STAFF

| LEVEL | Current Salary 1st Pay Period on or after 30-Jun-08 | 2% SALARY INCREASE 1st Pay Period on or after 1/04/09 | 2% SALARY INCREASE 1st Pay Period on or after 1/09/09 | 4% SALARY INCREASE 1st Pay Period on or after 30/06/10 | 4 % SALARY INCREASE 1st Pay Period on or after 30/06/11 | 4% SALARY INCREASE 1st Pay Period on or after 30/06/12 |
|--------|--|---|---|--|---|--|
| E | 129,941 | 132,540 | 135,191 | 140,598 | 146,222 | 152,071 |
| D b+3 | 111,255 | 113,480 | 115,750 | 120,380 | 125,195 | 130,203 |
| D b+2 | 107,859 | 110,016 | 112,217 | 116,705 | 121,373 | 126,228 |
| D b+1 | 104,462 | 106,551 | 108,682 | 113,030 | 117,551 | 122,253 |
| D base | 101,066 | 103,087 | 105,149 | 109,355 | 113,729 | 118,278 |
| C b+5 | 96,822 | 98,758 | 100,734 | 104,763 | 108,953 | 113,312 |
| C b+4 | 94,270 | 96,155 | 98,079 | 102,002 | 106,082 | 110,325 |
| C b+3 | 91,726 | 93,561 | 95,432 | 99,249 | 103,219 | 107,348 |
| C b+2 | 89,176 | 90,960 | 92,779 | 96,490 | 100,349 | 104,363 |
| C b+1 | 86,631 | 88,364 | 90,131 | 93,736 | 97,486 | 101,385 |
| C base | 84,081 | 85,763 | 87,478 | 90,977 | 94,616 | 98,401 |
| B b+5 | 81,535 | 83,166 | 84,829 | 88,222 | 91,751 | 95,421 |
| B b+4 | 78,987 | 80,567 | 82,178 | 85,465 | 88,884 | 92,439 |
| B b+3 | 76,440 | 77,969 | 79,528 | 82,709 | 86,018 | 89,458 |
| B b+2 | 73,890 | 75,368 | 76,875 | 79,950 | 83,148 | 86,474 |
| B b+1 | 71,346 | 72,773 | 74,228 | 77,198 | 80,285 | 83,497 |
| B base | 68,796 | 70,172 | 71,575 | 74,438 | 77,416 | 80,513 |
| A b+7 | 65,397 | 66,705 | 68,039 | 70,761 | 73,591 | 76,535 |
| A b+6 | 63,192 | 64,456 | 65,745 | 68,375 | 71,110 | 73,954 |
| A b+5* | 60,984 | 62,204 | 63,448 | 65,986 | 68,625 | 71,370 |
| A b+4 | 58,775 | 59,951 | 61,150 | 63,595 | 66,139 | 68,785 |
| A b+3 | 56,567 | 57,698 | 58,852 | 61,206 | 63,655 | 66,201 |
| A b+2 | 53,849 | 54,926 | 56,024 | 58,265 | 60,596 | 63,020 |
| A b+1 | 51,132 | 52,155 | 53,198 | 55,326 | 57,539 | 59,840 |
| A base | 48,415 | 49,383 | 50,371 | 52,386 | 54,481 | 56,660 |

* Any Level A academic who upon appointment holds or during appointment gains a relevant doctoral qualification will be employed at a salary point no lower than Level A, Point 6 (b+5)

SCHEDULE 2 - SALARY RATES – CASUAL ACADEMIC STAFF

The minimum salaries paid to employees employed on a casual basis will be at the rates provided in this clause. These rates are derived from three base rates calculated using the following formulae:

Rate applicable for possession of a relevant doctoral qualification

The base rate applicable where the employee possesses a relevant doctoral qualification is determined by reference to the sixth step of the full-time Level A scale and calculated as follows:

$$\frac{\text{Sixth step of the full-time Level A scale /52} + 25\%}{37.5}^1$$

Lecturing and higher marking rate

The base rate applicable to lecturing, full unit co-ordination, or for purposes of the higher marking rate is determined by reference to the second step of the full-time Level B scale and calculated as follows:

$$\frac{\text{Second step of the full-time Level B scale /52} + 25\%}{37.5}$$

Rate applicable to all other duties

The base rate applicable to all other duties including tutoring rates is determined by reference to the second step of the full-time Level A scale and calculated as follows:

$$\frac{\text{Second step of the full-time Level A scale /52} + 25\%}{37.5}$$

Definitions

Lecture/Tutorial

- (a) "Lecture" or "tutorial" means any educational delivery described as a lecture or tutorial respectively in a course or unit outline, or in an official timetable issued by the University. A lecture or tutorial may be face to face teaching or tutoring respectively or equivalent delivery through a different mode.
- (b) A tutorial is a supplementary form of education delivery where matters already covered elsewhere in a course are discussed, clarified or elaborated. A tutorial is conducted in a small group to enable effective student participation. A tutorial is conducted in accordance with guidelines issued by the lecturer in charge of the unit. Responsibility for the course rests with the lecturer in charge of the unit not the casual employee.

Demonstration

- (a) A "demonstration" (howsoever called) involves the performance of such duties as the conduct of practical classes by setting up or supervising the correct method of use of equipment; issuing prepared instructions about experimental procedures or projects from the lecturer; supervising undergraduate students in carrying out experiments or laboratory work and being a source of technical advice.
- (b) The hourly rate of pay for demonstrating and other duties encompasses one hour of student contact time only. Any work required outside the one hour (marking, giving a lecture or

¹ Note: Increased loading (from 23% to 25%) only applicable after the agreement comes into force.

tutorial, attending a meeting or lecture, preparation time or other duties) will be paid as appropriate in accordance with Schedule 2 of this Agreement.

- (c) Responsibility for the course rests with the lecturer in charge of the unit not the casual performing demonstrating or other duties.

Other Required Academic Activity

For the purposes of this clause, “other required academic activity” will include work that a person, acting as or on behalf of the employer of a casual employee, requires the employee to perform and that is performed in accordance with any such requirements, being work of the following nature:

- (a) the conduct of practical classes, demonstrations, workshops, student field excursions;
- (b) the conduct of clinical sessions other than clinical nurse education;
- (c) the conduct of performance and visual art studio sessions;
- (d) musical coaching, repetiteurship, and musical accompanying other than with special educational services;
- (e) development of teaching and unit materials such as the preparation of unit guides and reading lists and basic activities associated with unit co-ordination;
- (f) consultation with students;
- (g) supervision;
- (h) attendance at lectures;
- (i) attendance at Faculty and/or School meetings, and/or a meeting with a unit coordinator/supervisor as required; and
- (j) directed to attend at (rather than deliver) lectures or other teaching activities.

The above list is not intended to be exhaustive, but is provided by way of examples and guidance.

Casual Lecturing

A casual employee required to deliver a lecture (or equivalent delivery through face-to-face teaching mode) of a specific duration and related associated non contact duties in the nature of lecture preparation, contemporaneous marking, student consultation and administration of records associated with that group of students will be paid at a rate for each hour of lecture delivered, according to the following table:

| Type of Lecturing and Associated Working Time Assumed | June 08 Rates \$ | Admin increases 2% + 2% paid February 2010 | 4% admin increase paid July 2010 | Increase to loading from 23% to 25% paid when agreement comes into force | 4% at June 2011 | 4% at June 2012 |
|--|-------------------------|---|---|---|------------------------|------------------------|
| Basic Lecture (1 hour of delivery and 2 hours of associated working time) | 135.01 | 140.46 | 146.08 | 148.46 | 154.40 | 160.57 |
| Developed Lecture (1 hour of delivery and 3 hours associated working time) | 180.01 | 187.28 | 194.77 | 197.94 | 205.86 | 214.09 |
| Specialised Lecture (1 hour delivery and 4 hours associated working time) | 225.01 | 234.10 | 243.46 | 247.43 | 257.33 | 267.62 |
| Repeat Lecture (1 hour of delivery and 1 hour associated working time) | 90.01 | 93.64 | 97.39 | 98.97 | 102.93 | 107.05 |

The hourly rate in a repeat lecture applies to a second or subsequent delivery of substantially the same lecture in the same subject matter, within a period of seven (7) days and any marking and student consultation contemporaneous with it.

For the purposes of this Schedule, the term “lecture” means any education delivery described as a lecture in a course or unit outline, or in an official timetable issued by the University.

A casual employee who performs full or the majority of unit co-ordination work will be paid at the appropriate casual Lecture rate for each hour of teaching.

Casual Tutoring

A casual employee required to deliver and present tutorials (or equivalent delivery through other than face-to-face teaching mode) of a specified duration and related associated non contact duties in the nature of preparation, contemporaneous marking, student consultation and administration of records associated with that group of students will be paid at a rate for each hour of tutorial delivered or presented, according to the following table:

| Type of Tutoring and Associated Working Time Assumed | June 08 Rates \$ | Admin increases 2% + 2% paid February 2010 | 4% admin increase paid July 2010 | Increase to loading from 23% to 25% paid when agreement comes into force | 4% at June 2011 | 4% at June 2012 |
|--|------------------|--|----------------------------------|--|-----------------|-----------------|
| Tutorial (1 hour delivery and 2 hours of associated working time) | 96.76 | 100.67 | 104.70 | 106.40 | 110.65 | 115.08 |
| Repeat Tutorial (1 hour of delivery and 1 hour of associated working time) | 64.50 | 67.11 | 69.79 | 70.93 | 73.77 | 76.72 |

The following rates are applicable where the employee possesses a relevant doctoral qualification. Payment of Relevant Doctoral Qualification Rates must be supported by documentation from the supervisor of the casual employee advising of the qualification and relevance of the qualification to the activity being undertaken.

| PhD rate or Unit Co-ordination | June 08 Rates \$ | Admin increases 2% + 2% paid February 2010 | 4% admin increase paid July 2010 | Increase to loading from 23% to 25% paid when agreement comes into force | 4% at June 2011 | 4% at June 2012 |
|--|------------------|--|----------------------------------|--|-----------------|-----------------|
| Tutorial (1 hour delivery and 2 hours of associated working time) | 115.40 | 120.06 | 124.86 | 126.90 | 131.97 | 137.25 |
| Repeat Tutorial (1 hour of delivery and 1 hour of associated working time) | 76.93 | 80.04 | 83.24 | 84.60 | 87.98 | 91.50 |

The hourly rate in a repeat tutorial applies to a second or subsequent delivery of substantially the same tutorial, in the same subject matter within a period of seven (7) days and any marking and student consultation contemporaneous with it.

For the purposes of this Schedule, the term “tutorial” means any education delivery described as a tutorial in a course or unit outline, or in an official timetable issued by the University.

Casual Marking

Casual staff performing marking that is not contemporaneous within a lecture, tutorial or other teaching session will be paid an hourly rate for this marking work.

Employees in Schools/disciplines will establish a time formula for marking in relation to different types of assessments within the Schools/disciplines. This formula will be used to determine the marking hours required to be paid to casual employees for different types of assessment and the formula will be reviewed every second year by the School/discipline.

| | June 08 Rates \$ | Admin increases 2% + 2% paid February 2010 | 4% admin increase paid July 2010 | Increase to loading from 23% to 25% paid when agreement comes into force | 4% at June 2011 | 4% at June 2012 |
|--|---------------------|---|-------------------------------------|---|-----------------|-----------------|
| Standard Marking | 32.25 | 33.55 | 34.89 | 35.47 | 36.88 | 38.36 |
| Marking as a supervising examiner, hons level or above, or requiring significant exercise of academic judgment at level B status | 45.00 | 46.82 | 48.69 | 49.49 | 51.47 | 53.52 |

The following rates are applicable where the duties include full unit coordination and the marking is related to that unit or where the employee possesses a relevant doctoral qualification. Payment of Relevant Doctoral Qualification Rates must be supported by documentation from the supervisor of the casual employee advising of the qualification and relevance of the qualification to the activity being undertaken.

| PhD rate or Unit Co-ordination | June 08 Rates \$ | Admin increases 2% + 2% paid February 2010 | 4% admin increase paid July 2010 | Increase to loading from 23% to 25% paid when agreement comes into force | 4% at June 2011 | 4% at June 2012 |
|--------------------------------|---------------------|---|-------------------------------------|---|-----------------|-----------------|
| Standard Marking | 38.47 | 40.02 | 41.62 | 42.30 | 43.99 | 45.75 |

Musical Accompanying with Special Educational Services

For musical accompanying, the casual employee will be paid for each hour of accompanying, as well as for one hour of preparation time for each hour of accompanying delivered as provided below:

| | June 08 Rates \$ | Admin increases 2% + 2% paid February 2010 | 4% admin increase paid July 2010 | Increase to loading from 23% to 25% paid when agreement comes into force | 4% at June 2011 | 4% at June 2012 |
|---|---------------------|---|-------------------------------------|---|-----------------|-----------------|
| Musical Accompanying (1 hour of delivery and 1 hour preparation time) | 64.50 | 67.11 | 69.79 | 70.93 | 73.77 | 76.72 |

The following rates are applicable where the duties include full unit coordination or where the employee possesses a relevant doctoral qualification. Payment of Relevant Doctoral Qualification Rates must be supported by documentation from the supervisor of the casual employee advising of the qualification and relevance of the qualification to the activity being undertaken.

| PhD rate or Unit Co-ordination | June 08 Rates \$ | Admin increases 2% + 2% paid February 2010 | 4% admin increase paid July 2010 | Increase to loading from 23% to 25% paid when agreement comes into force | 4% at June 2011 | 4% at June 2012 |
|---|-----------------------------|---|---|---|------------------------|------------------------|
| Musical Accompanying (1 hour of delivery and 1 hour preparation time) | 76.93 | 80.04 | 83.24 | 84.60 | 87.98 | 91.50 |

The term “musical accompanying with special educational service” means the provision of musical accompaniment to one or more students or staff in the course of teaching by another member of the employees in circumstances where the accompanist deploys educational expertise in repertoire development or expression for student concert or examination purposes, but does not include concert accompanying, vocal coaching or musical directing.

Undergraduate Clinical Nurse Education

A casual employee required to provide undergraduate clinical nurse education will be paid for each hour of clinical education delivered, together with directly associated non-contact duties in the nature of preparation, contemporaneous marking and student consultation according to the following tables:

| | June 08 Rates \$ | Admin increases 2% + 2% paid February 2010 | 4% admin increase paid July 2010 | Increase to loading from 23% to 25% paid when agreement comes into force | 4% at June 2011 | 4% at June 2012 |
|--|-----------------------------|---|---|---|------------------------|------------------------|
| Little preparation required (1 hour of delivery and 0.5 hours associated working time) | 48.38 | 50.33 | 52.34 | 53.20 | 55.33 | 57.54 |
| Normal preparation time (1 hour of delivery and 1 hours associated working time) | 64.50 | 67.11 | 69.79 | 70.93 | 73.77 | 76.72 |

The following rates are applicable where the duties include full unit coordination or where the employee possesses a relevant doctoral qualification. Payment of Relevant Doctoral Qualification Rates must be supported by documentation from the supervisor of the casual employee advising of the qualification and relevance of the qualification to the activity being undertaken.

| PhD rate or Unit Co-ordination | June 08 Rates \$ | Admin increases 2% + 2% paid February 2010 | 4% admin increase paid July 2010 | Increase to loading from 23% to 25% paid when agreement comes into force | 4% at June 2011 | 4% at June 2012 |
|--|---------------------|--|-------------------------------------|---|-----------------|-----------------|
| Little preparation required (1 hour of delivery and 0.5 hours associated working time) | 57.70 | 60.03 | 62.43 | 63.45 | 65.99 | 68.63 |
| Normal preparation time (1 hour of delivery and 1 hours associated working time) | 76.93 | 80.04 | 83.24 | 84.60 | 87.98 | 91.50 |

For the purposes of this subclause, the term “undergraduate clinical nurse education” means the conduct of undergraduate nurse education in a clinical setting.

Other Required Academic Activity

A casual employee required to perform any other required academic activity will be paid at an hourly rate as prescribed in the following tables for each hour of such activity delivered as required and demonstrated to have been performed.

| | June 08 Rates \$ | Admin increases 2% + 2% paid February 2010 | 4% admin increase paid July 2010 | Increase to loading from 23% to 25% paid when agreement comes into force | 4% at June 2011 | 4% at June 2012 |
|----------------------------------|---------------------|--|-------------------------------------|--|-----------------|-----------------|
| Other required academic activity | 32.25 | 33.55 | 34.89 | 35.47 | 36.88 | 38.36 |

The following rates are applicable where the duties include full unit coordination or where the employee possesses a relevant doctoral qualification. A casual employee with a relevant doctoral qualification required to perform any other required academic activity will be paid at an hourly rate as prescribed in the following tables for each hour of such activity delivered as required and demonstrated to have been performed. Payment of Relevant Doctoral Qualification Rates must be supported by documentation from the supervisor of the casual employee advising of the qualification and relevance of the qualification to the activity being undertaken.

| PhD rate or Unit Co-ordination | June 08 Rates \$ | Admin increases 2% + 2% paid February 2010 | 4% admin increase paid July 2010 | Increase to loading from 23% to 25% paid when agreement comes into force | 4% at June 2011 | 4% at June 2012 |
|----------------------------------|---------------------|--|-------------------------------------|--|-----------------|-----------------|
| Other required academic activity | 38.47 | 40.02 | 41.62 | 42.30 | 43.99 | 45.75 |

SCHEDULE 3 - ALLOWANCES

3.1 The allowances contained in this Schedule will be increased annually as per the Consumer Price Index increase for "All Groups average for 8 capital cities" initially from July 2008 to June 2009. The increase will take effect from 1 October in the relevant year provided that the rate of any such allowance will be capped so that it does not exceed the maximum allowable rate for allowances approved by the Australian Taxation Office for the relevant year. A UNE Official, that is an email, will be sent to all affected staff advising of these increases

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

| Allowance | Current Rate at 1/10/09 | Application | | | | | | | | | | |
|----------------------------------|--|---|--|-----------------|-------------------|-----------|--------|--|-------|--|--------|--------|
| Motor Vehicle Allowance | Above 2600cc: 28.86 cents per kilometre 1601cc – 2600cc: 26.90 cents per kilometre 1600cc and under: 22.62 cents per kilometre | Where an employee is required and has been duly authorised in advance by the University to use his/her own vehicle in connection with the University business. A motor vehicle allowance will not be paid to an employee who receives an annual motor vehicle allowance to compensate for the continuous use of such staff's private motor vehicle in connection with University business. | | | | | | | | | | |
| Travel Allowance – Meal | Breakfast- \$13.85 Lunch- \$19.62 Dinner- \$33.47 per day | Where an employee will be absent from the University and this absence does not extend overnight, reimbursement of actual costs incurred will be made subject to provision of receipts. The allowances will be paid where the staff leaves before or returns later than the following times: | | | | | | | | | | |
| | | <table border="1"> <thead> <tr> <th></th> <th>Time of leaving</th> <th>Time of returning</th> </tr> </thead> <tbody> <tr> <td>Breakfast</td> <td>7.00am</td> <td></td> </tr> <tr> <td>Lunch</td> <td></td> <td>1.30pm</td> </tr> <tr> <td>Dinner</td> <td></td> <td>6.30pm</td> </tr> </tbody> </table> | | Time of leaving | Time of returning | Breakfast | 7.00am | | Lunch | | 1.30pm | Dinner |
| | Time of leaving | Time of returning | | | | | | | | | | |
| Breakfast | 7.00am | | | | | | | | | | | |
| Lunch | | 1.30pm | | | | | | | | | | |
| Dinner | | 6.30pm | | | | | | | | | | |
| Travel allowance – Accommodation | Actual costs, up to the allowable Australian Tax Office rates as adjusted by the ATO will apply, based on actual receipts/ documentation provided. | Where an employee is absent from the University on University business and the absence extends overnight but does not exceed fourteen days (14 days). | | | | | | | | | | |
| First Aid Qualification | Actual cost of training/certification | Costs paid to obtain and/or maintain the qualification for an employee formally appointed as a First Aid Officer. | | | | | | | | | | |

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

| Rate at 1/10/08 \$ per annum | 2% +2% + 4% INCREASE Paid when agreement comes into force | 4% INCREASE 1st Pay Period on or after 30 June 2011 | 4% INCREASE 1st Pay Period on or after 30 June 2012 |
|---------------------------------|--|---|---|
| 682.00 | 737.93 | 767.45 | 798.15 |

3.4 Working Offshore Allowances

3.4.1 This clause only covers overseas placements and short assignments (e.g. attending graduation ceremonies, teaching duties), and does not override other specific provisions for study leave, conference attendance and research/fieldwork. Ongoing costs for long term placements, which involves a change in residency status, will be negotiated with the employee.

3.4.2 The University will pay and arrange for all necessary travel expenses, accommodation, workers compensation and other relevant insurances, medical examinations, visa arrangements, and any other requirements for approved offshore travel and employment.

3.4.3 Staff working overseas on a short-term basis will be entitled to actual costs paid for accommodation and travel; and for meals and incidentals, up to the maximum applicable Australian Taxation Office rates, based on actual receipts/documentation provided.

SCHEDULE 4 - INDIGENOUS LANGUAGES ALLOWANCE

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

| | | ALLOWANCE AT 1st Pay Period on or after 30 June 2008 \$ per annum | 2% + 2% + 4% SALARY INCREASE Paid when agreement comes into force | 4% SALARY INCREASE 1st Pay Period on or after 30 June 2011 | 4% SALARY INCREASE 1st Pay Period on or after 30 June 2012 |
|----------------|---|--|--|--|--|
| Level 1 | Elementary level - this level of accreditation is appropriate for employees who are capable of using minimal knowledge of language for the purpose of simple communication. | 1,595.26 | 1,726.10 | 1,795.14 | 1,866.95 |
| Level 2 | Level 2 represents a level of ability for the ordinary purposes of general business, conversation, reading and writing. | 3,191.87 | 3,453.65 | 3,591.80 | 3,735.47 |

SCHEDULE 5 UNE POSITION CLASSIFICATION STANDARDS – ACADEMIC STAFF

LEVEL A

General Standard

A Level A academic is expected to make contributions to the teaching effort of the institution, particularly at undergraduate and graduate diploma level and to carry out activities to develop his/her scholarly, research and/or professional expertise relevant to the profession or discipline.

Specific Duties

Specific duties required of a Level A academic may include:

- Conduct of tutorials, practical classes, demonstrations, workshops, student field excursions, clinical sessions and/or studio sessions.
- Preparation and delivery of lectures and seminars provided that skills and experience demonstrate this capacity.
- Conduct of research.
- Involvement of professional activity.
- Consultation with students.
- Marking and assessment primarily connected with units in which the academic teaches.
- Production of teaching materials for students for whom the academic has responsibility.
- Development of unit material with appropriate guidance from the unit or course co-ordinator.
- Limited administrative functions primarily connected with units in which the academic teaches.
- Acting as unit co-ordinators provided that skills and experience demonstrate this capacity.
- Attendance at departmental and/or Faculty meetings and/or membership of a limited number of Committees.

A Level A academic will not be required to teach primarily in units which are offered only at Masters level or above.

A Level A academic will work with support and direction from employees classified at Level B and above and with an increasing degree of autonomy as the academic gains skill and experience. The most complex levels of unit co-ordination should not be carried out by a Level A academic.

Skill Base

A Level A academic will normally have completed four years of tertiary study in the relevant discipline and/or have equivalent qualifications and/or professional experience. In many cases a position at this level will require an honours degree or higher qualifications, an extended professional degree, or a three year degree with a postgraduate diploma. In determining experience relative to qualifications, regard is had to teaching experience, experience in research, experience outside tertiary education, creative achievement, professional contributions and/or contributions to technical achievement.

LEVEL B

General Standard

A Level B academic is expected to make contributions to the teaching effort of the institution and to carry out activities to maintain and develop his/her scholarly, research and/or professional activities relevant to the profession or discipline.

Specific Duties

Specific duties required of a Level B academic may include:

- Conduct of tutorials, practical classes, demonstrations, workshops, student field excursions, clinical sessions and studio sessions.
- Initiation and development of unit material.
- Acting as unit co-ordinators.
- Preparation and delivery of lectures and seminars.
- Supervision of the programme of study of honours students or of postgraduate students engaged in course work.
- Supervision of major honours or postgraduate research projects.
- The conduct of research.
- Involvement in professional activity.
- Development of course material with appropriate advice from and support of more senior staff.
- Marking and assessment.
- Consultation with students.
- A range of administrative functions the majority of which are connected with the units which the academic teaches.
- Attendance at departmental and/or Faculty meetings and/or membership of a number of committees.

Skill Base

A Level B academic will have qualifications and/or experience recognised by the institution as appropriate for the relevant discipline area. In many cases a position at this level will require a doctoral or masters qualification or equivalent accreditation and standing. In determining experience relative to qualifications, regard is had to teaching experience, experience in research, experience outside tertiary education, creative achievement, professional contributions and/or to technical achievement.

LEVEL C

General Standard

A Level C academic is expected to make significant contributions to the teaching effort of a department, School, Faculty or other organisational unit or an interdisciplinary area. An academic at this level is also expected to play a major role in scholarship, research and/or professional activities.

Specific Duties

Specific duties required of a Level C academic may include:

- Conduct of tutorials, practical classes, demonstrations, workshops, student field excursions, clinical sessions and studio sessions.
- Initiation and development of course material.
- Course co-ordination.
- Preparation and delivery of lectures and seminars.
- Supervision of major honours or postgraduate research projects.
- Supervision of the programme of study of honours students and of postgraduate students engaged in course work.
- The conduct of research.
- Significant role in research projects including, where appropriate, leadership of a research team.
- Involvement in professional activity.
- Consultation with students.
- Broad administrative functions.
- Marking and assessment.
- Attendance at departmental and/or Faculty meetings and a major role in planning or committee work.

Skill Base

A Level C academic will normally have advanced qualifications and/or recognised significant experience in the relevant discipline area. A position at this level will normally require a doctoral qualification or equivalent accreditation and standing. In determining experience relative to qualifications, regard will be had to teaching experience, experience in research, experience outside tertiary education, creative achievement, professional contributions and/or to technical achievement. In addition a position at this level will normally require a record of demonstrable scholarly and professional achievement in the relevant discipline area.

LEVEL D

General Standard

A level D academic is expected to make a significant contribution to all activities of the organisational unit or interdisciplinary area and play a significant role within their profession or discipline. Academics at this level may be appointed in recognition of distinction in their disciplinary area.

Specific Duties

Specific duties required of a Level D academic may include:

- The conduct of tutorials, practical classes, demonstrations, workshops, student field excursions, clinical sessions and studio sessions.
- The development of and responsibility for curriculum/programs of study.
- Course co-ordination.
- The preparation and delivery of lectures and seminars.
- Supervision of major honours or postgraduate research projects.
- Supervision of the program of study of honours students and of postgraduate students engaged in course work.
- The conduct of research, including, where appropriate, leadership of a large research team.
- Significant contribution to the profession, and/or discipline.
- High level administrative functions.
- Consultation with students.
- Marking and assessment.
- Attendance at departmental and Faculty meetings.

Skill Base

A Level D academic will normally have advanced qualifications and/or recognised significant experience in the relevant discipline area. A position at this level will normally require a doctoral qualification or equivalent accreditation and standing. In determining experience relative to qualifications, regard will be had to teaching experience, experience in research, experience outside tertiary education, creative achievement, professional contributions and/or to technical achievement. A position at this level will normally require a record of demonstrable scholarly and professional achievement in the relevant discipline area. In addition there is a requirement for academic excellence which may be evidenced by an outstanding contribution to teaching and/or research and/or the profession.

LEVEL E

General Standard

A Level E academic is expected to exercise a special responsibility in providing leadership and in fostering excellence in research, teaching, professional activities and policy development in the academic discipline within the department or other comparable organisational unit, within the institution and within the community, both scholarly and general.

Specific Duties

Specific duties required of a Level E academic may include:

- Provision of a continuing high level of personal commitment to, and achievement in, a particular scholarly area.
- The conduct of research.
- Course coordination.
- Fostering the research of other groups and individuals within the department or other comparable organisational unit and within the discipline and within related disciplines.
- Development of research policy.
- Supervision of the program of study of honours students or of postgraduate students engaged in course work.
- Supervision of major honours or postgraduate research projects.
- Making a distinguished personal contribution to teaching at all levels.
- The conduct of tutorials, practical classes, demonstrations, workshops, student field excursions, clinical sessions and studio sessions.
- The preparation and delivery of lectures and seminars.
- Consultation with students.
- Marking and assessment.
- Playing an active role in the maintenance of academic standards and in the development of educational policy and of curriculum areas within the discipline.
- Developing policy and being involved in administrative matters within the department or other comparable organisational unit and within the institution.
- Participating in and providing leadership in community affairs, particularly those related to the discipline, in professional, commercial and industrial sectors where appropriate.

Skill Base

A Level E academic will normally have advanced qualifications and/or recognised significant experience in the relevant discipline area. A position at this level will normally require a doctoral qualification or equivalent accreditation and standing. In determining experience relative to qualifications, regard will be had to teaching experience, experience in research, experience outside tertiary education, creative achievement, professional contributions and/or to technical achievement. A position at this level will normally require a record of demonstrable scholarly and professional achievement in the relevant discipline area. In addition there is a requirement for academic excellence which may be evidenced by an outstanding contribution to teaching and/or research and/or the profession. A Level E academic will be recognised as a leading authority in the relevant discipline area.

**SCHEDULE 6 UNE POSITION CLASSIFICATION
STANDARDS (RESEARCH-ONLY) –
ACADEMIC STAFF**

LEVEL A

General Standard

A Level A research-only academic is expected to contribute towards the research effort of the institution and to develop his/her research expertise through the pursuit of defined projects relevant to the particular field of research.

Specific Duties

Specific duties required of a Level A research-only academic may include:

- The conduct of research under limited supervision either as a member of a team or, where appropriate, independently, and the production or contribution to the production of conference and seminar papers and publications from that research.
- Involvement in professional activities including, subject to availability of funds, attendance at conferences and seminars in the field of expertise.
- Limited administrative functions primarily connected with the area of research of the academic.
- Development of a limited amount of research-related material for teaching or other purposes with appropriate guidance from other staff.
- Occasional contributions to teaching in relation to his/her research project(s).
- Experimental design and operation of advanced laboratory and technical equipment or conduct of advanced research procedures.
- Attendance at meetings associated with research or the work of the organisational unit to which the research is connected and/or at departmental and/or Faculty meetings and/or membership of a limited number of committees.
- Advice within the field of the employee's research to postgraduate students.

A Level A research-only academic will work with support, guidance and/or direction from staff classified at Level B and above and with an increasing degree of autonomy as the research academic gains in skill and experience.

Skill Base

A Level A research-only academic will normally have completed four years of tertiary study in the relevant discipline or have equivalent qualifications or research experience. In many cases a position at this level will require an honours degree or higher qualifications or equivalent research experience. Research experience may have contributed to or resulted in publications, conference papers, reports or professional or technical contributions which give evidence of research potential.

LEVEL B

General Standard

A Level B research-only academic is expected to carry out independent and/or team research within the field in which he/she is appointed and to carry out activities to develop his/her research expertise relevant to the particular field of research.

Specific Duties

Specific duties required of a Level B research-only academic may include:

- The conduct of research as a member of a team or independently, and the production of conference and seminar papers and publications from that research.
- Supervision of research-support staff involved in the employee's research.

- Guidance in the research effort of junior members of research-only employees in his/her research area.
- Contribution to the preparation, or where appropriate individual preparation, of research proposal submissions to external funding bodies.
- Involvement in professional activities including, subject to availability of funds, attendance at conferences and seminars in the field of expertise.
- Administrative functions primarily concerned with his/her areas of research.
- Occasional contributions in the teaching program within the field of the employee's research.
- Co-supervision, or where appropriate supervision, of major honours or postgraduate research projects within the field of the employee's area of research.
- Attendance at meetings associated with research or the work of the organisational unit to which the research is connected and/or at departmental and/or Faculty meetings and/or membership of a limited number of committees.

Skill Base

A Level B research-only academic will normally have completed a relevant doctoral qualification or have equivalent qualifications or research experience. In addition he/she may be expected to have had post-doctoral research experience which has resulted in publications, conference papers, reports or professional or technical contributions which give evidence of research ability.

LEVEL C

General Standard

A Level C research-only academic is expected to make independent or original contributions to the research effort within his/her field of research expertise and to the organisational unit or interdisciplinary area of which he/she is part. An academic at this level is expected to play a major role in research including the exercise of some leadership in research.

Specific Duties

Specific duties required of a Level C research-only academic may include:

- The conduct of research and the production of conference and seminar papers and publications from that research.
- Supervision of research-support staff and administrative staff involved in the employee's research.
- Supervision, where appropriate, of the research of less senior research-only employees.
- Involvement, where appropriate, in the promotion of research links with outside bodies.
- Preparation of research proposal submissions to external funding bodies.
- Significant role in research projects including, where appropriate, leadership of research teams or management of projects.
- Responsibility for the oversight of financial management of grants received for his/her research projects.
- Involvement in professional activities including, subject to availability of funds, attendance at conferences and seminars in the field of expertise.
- Occasional contributions to the teaching program within the field of the employee's research.
- Supervision of major honours or postgraduate research projects within the field of the employee's area of research.
- Various research-related administrative functions.
- Attendance at meetings associated with research or the work of the organisational unit to which the research is connected and/or at departmental and/or Faculty meetings and/or membership of a limited number of committees.

Skill Base

A Level C research-only academic will normally have a relevant doctoral qualification or have equivalent accreditation and standing together with subsequent research experience. A position at this level will require a demonstrated strong record of publications, conference papers, reports and/or professional and/or technical contributions in the relevant discipline area.

LEVEL D

General Standard

A Level D research-only academic is expected to make major original contributions to the research enterprise of the area in which he/she is appointed and to play a significant role within their profession or discipline. Academics at this level may be appointed in recognition of marked distinction in their area of their research or scholarship.

Specific Duties

Specific duties required of a Level D research-only academic may include:

- The conduct of independent research in which the academic may work as part of a team and the production of conference and seminar papers and publications from that research.
- Supervision of research-support staff and administrative staff.
- A major role in all aspects of major research projects including management and/or leadership of a large research project or teams.
- Supervision of the research of less senior research-only employees.
- Promotion of research links with outside bodies.
- Preparation of research proposal submissions to external bodies.
- Involvement in professional activities including, subject to availability of funds, attendance at conferences and seminars in the field of expertise.
- Occasional contributions to the teaching program within the field of the employee's research.
- Supervision of major honours or postgraduate research projects.
- Higher level research-related administrative functions.
- Some involvement in the development of research policy.
- Attendance at meetings associated with research or the work of the organisational unit to which the research is connected and/or departmental and/or Faculty meetings and a major role in planning and committee work.
- Significant contribution to the discipline in which the research efforts of the academic are undertaken.

Skill Base

A Level D research-only academic will normally have the same skill base as a Level C research-only academic. In addition there will be a requirement for academic excellence and outstanding contribution to research and scholarship.

LEVEL E

General Standard

A Level E research-only academic is expected to exercise a special responsibility in providing leadership and in fostering excellence in research in his/her area of research, in the organisation unit, within the institution and within the scholarly and general community.

Specific Duties

Specific duties required of a Level E academic may include:

- Provision of a continuing high level of personal commitment to and distinguished achievement in a particular area of research or scholarship.
- Fostering the research of other groups and individuals within the organisational unit and more broadly within the institution.
- Development of research policy.
- Preparation of research proposal submissions to external bodies.
- Responsibility for the oversight of financial management of grants.
- The conduct of independent research in which the academic may provide leadership within a team and the preparation of conference and seminar papers and publications from that research.

- Supervision of research and administrative staff and other employees responsible to the Level E research-only academic.
- Making a distinguished personal contribution to the conduct of research at all levels.
- Management of large research projects or teams.
- Developing policy and being involved in administrative matters within the department or other comparable organisational unit and within the institution.
- Participating in community and professional activities related to his/her disciplinary area, including involvement in commercial and industrial sectors where appropriate.
- Involvement in professional activities including, subject to availability of funds, attendance at conferences and seminars in the field of expertise.
- Occasional contributions to the teaching program within the field of the employee's research.
- Supervision of major honours or postgraduate research projects.
- Attendance at meetings associated with research or the work of the organisational unit to which the research is connected and/or departmental and/or Faculty meetings and a major role in planning and committee work.

Skill Base

A Level E research-only academic will have the same skill base as a Level D research-only academic but will be recognised as a leading authority in the area of research and scholarship.

SCHEDULE 7:

Code of Conduct Overview

Employment at the University carries with it an obligation to the public interest. It requires standards of professional behaviour and economy from employees that promote and maintain public confidence and trust in the work of the University.

All employees of the University are accountable through the Vice-Chancellor to the University Council and the New South Wales and Federal Parliaments. Similarly, University employees have all the normal rights of employees under common and statute law.

This document provides an ethical framework for the decisions, actions and conduct of all employees. While it is recognised that no one set of rules can answer all ethical questions, the principles and expectations covering appropriate conduct in a variety of contexts is outlined, along with the minimum standard of behaviour expected of University employees.

Employees should be aware that breaches of this Code may result in disciplinary action being taken in accordance with the University's Misconduct policies and procedures.

In order to assist in fostering the desired outcomes as outlined in the University's Strategic Plan, the staff and students of the University, together with its communities, have a right to expect the business of the University to be conducted with efficiency, economy, fairness, impartiality and integrity and in accordance with the highest ethical and moral standards. All employees should be aware of and act within the spirit of the Strategic Plan and values of the University.

Policy

General Principles

All employees need to abide by the following principles when doing their work:

a) Responsibility to the University

Employees are to implement the policies and decisions of the University in an impartial manner. In particular, employees must comply with any relevant legislative, industrial and administrative requirements.

b) Respect for people

Employees are to treat their colleagues, students and members of the public fairly and consistently, in a non-discriminatory manner with proper regard for their rights and obligations. In this regard, employees should perform their duties in a professional and responsible manner.

They should also ensure that their decisions and actions are reasonable, fair and appropriate to the circumstances, based on a consideration of all the relevant facts, and supported by adequate documentation and in accordance with University policies.

c) Integrity and public interest

Employees are to promote confidence in the integrity of the University and always act in the public interest and not in their private interest. Reference should be made to the *Model of Public Duty* http://www.icac.nsw.gov.au/files/html/pub2_20q.htm which has been provided by the ICAC for practical use by public officials in NSW to assist them in making better decisions for the public good.

Employees should protect the reputation of the University. They should not engage in activities, at work or outside work that would bring the University into disrepute.

d) Responsive service

Employees are to provide a relevant and responsive service to students, other employees and members of the public, providing all necessary and appropriate assistance.

They should provide information promptly and in an appropriate format that is easy for the recipient to understand. The information should be clear, accurate, current and complete.

e) Economy and efficiency

Employees should keep up to date with advances and changes in their area of expertise, and look for ways to improve performance and to ensure efficient decision making and best possible outcomes for the University.

Staff should use their authority, available resources and information only for the work-related purpose intended.

Guide to ethical decision making

To assist in determining whether or not a proposed action or decision is appropriate, employees and/or their supervisors should consider the following five questions:

- *Is the decision or conduct lawful?*
- *Is the decision or conduct consistent with University policy and in line with the University's Strategic Plan and code of conduct?*
- *What will the outcome be for the staff member; colleagues; students; the University; and other parties?*
- *Do these outcomes raise a conflict of interest or lead to private gain at the University's expense?*
- *Can the decision or conduct be justified in terms of the public interest and would it withstand public scrutiny and the standards set by the NSW Ombudsman's Office and ICAC?*

Conflicts of interest

Employees must ensure that there is no actual or perceived conflict between their personal interests and their University duties and responsibilities. Conflicts of interest are assessed in terms of the likelihood that employees possessing a particular interest could be improperly influenced, or might appear to be improperly influenced, in the performance of their duties.

Examples where conflicts of interest could arise include:

a) Being involved in matters where the other person/people involved are family members or close personal friends, or where the staff member has a personal relationship that goes beyond the level of a professional working relationship. This could include areas such as:

- employment matters as set out in the University's policy **9.08** *Employment of Close Relatives*
- performance appraisal
- disciplinary matters
- financial matters, e.g. contracts and/or transactions between the University and yourself, or your family either directly or indirectly. (This may include being involved in a tender process where you or your family have a vested interest in the outcome.) This also extends to any partnership or business undertaking in which you or your family have a material interest as major shareholders, directors or principals, or a close business relationship.

b) a personal, sexual or family relationship between an employee and student, (see UNE policy **17.06** *Staff/Student Relationships*);

c) personal beliefs or attitudes that influence the impartiality of advice given;

d) secondary employment that compromises the integrity of the employee and the University.

It should be noted that enmity as well as friendship can give rise to perceptions of a conflict of interest.

In many cases only the individual employee will be aware of the potential for a conflict of interest to arise. It is therefore their duty to disclose any potential or actual conflicts of interest to their supervisor or other senior employee. If employees are uncertain whether a conflict exists, they should discuss the matter with their supervisor.

Employees should refer to UNE Policy **17.02** *Conflict of Interest* guidelines

Disputes over alleged conflicts of interests may be resolved through the University's grievance procedures.

Secondary employment and outside earnings

The University encourages all employees in their contribution to society, not only through teaching, research and professional contribution, but also by providing assistance to government, the professions and industry through a range of activities which may include such elements as consulting work, contracting, collaborative research and participation on committees.

Outside work generally falls under two categories:

- paid private work which is performed on their own behalf and for personal gain (which is outside of this policy); or
- work which can or should be carried out by the employee on behalf of the University to an outside organisation.

Academic employees should refer to UNE Policy **11.10** *Paid Outside Work* policy.

For General employees, work outside University employment, must be performed outside the staff member's normal University working hours, must not conflict with University work, must not adversely affect their University work performance and not involve the use of University resources without prior written consent.

Acceptance of gifts or benefits

Employees must not solicit gifts or benefits, nor accept gifts or benefits either for themselves or for another person, which might in any way, either directly or indirectly, compromise or influence them in their official capacity. For instance, gifts or hospitality offered as an inducement to purchase are not acceptable.

Senior managers may approve the acceptance of token gifts or benefits under certain circumstances provided that there is no possibility that the recipient might be, or might appear to be, compromised in the process (see UNE policy **17.03 Acceptance of Gifts or Benefits** guidelines).

Employees should act in accordance with the University's **17.03 Acceptance of Gifts/Benefits** policy if they believe they have been offered a bribe, or if they have been offered or received a favour or benefit, as defined under Section 2.49 of the NSW Crimes Act 1900

Employees' dealing with, or having access to, sensitive investigations or commercially sensitive information, should be particularly alert to inappropriate attempts to influence them.

Rights and responsibilities of intellectual freedom

The concept and practice of intellectual freedom is recognised by the University as essential to the proper conduct of teaching, research and scholarship. While intellectual freedom is a right, it carries with it the duty of employees to use the freedom in a manner consistent with a responsible and honest search for, and dissemination of, knowledge and truth.

Public comment about the University and/or its activities

Within the ambit of intellectual freedom lies the traditional role of academics in making informed comment on societal mores and practice and in challenging held beliefs, policies and structures. Where such comments are offered by academics as members of the University, it is expected that those commentaries will lie within the individual academic's expertise.

The University supports the right of employees to speak publicly on any issue and it is not the intention of this Code of Conduct to restrict the right of any employee to freely express their opinions in their private capacity as an individual member of society. However employees should refrain from representing themselves as spokespersons for the University unless authorised to do so (see *UNE Media Policy* <http://www.une.edu.au/rmo/policies/corp/media.pdf>).

Comments made on matters pertaining to industrial issues by employees in their capacity as a staff representative or office holder within the University, are appropriate under this Code.

Use, security and confidentiality of information retained by the University

Employees must maintain the security, integrity, confidentiality and privacy of University records and information to which they have access. Employees must not disclose, or offer to supply, confidential or private University information except when authorised to do so as a part of their normal duties, or when required or permitted to do so by University policy, State or Commonwealth law, court order or other legal instrument.

All employees must make sure that confidential information, in any form (eg. computer files, documentation), cannot be accessed by unauthorised people and that sensitive information

is only discussed or otherwise communicated with people, either within or outside the University, who are authorised to have access to it (see *University of New England Privacy Statement* <http://www.une.edu.au/rmo/policies/privacystatement.htm>).

Employees are to be aware of their record-keeping responsibilities under the *NSW State Records Act 1998*, and are required to create adequate records of their official activities to ensure transparency and accountability of the University in all its functions. (See *UNE Records Policy* http://www.une.edu.au/rmo/l3_pol_unerecords.html).

Use of official University resources

Employees are expected to be efficient and economical in their use and management of University resources, including their own work time. They should be scrupulous in their use of University property and services, which should be reserved for University purposes only, unless express official permission has been granted for non-University private usage.

Official facilities and equipment such as the University's mail, telephone, mobile phones, facsimile machines, email and internet are provided for University use. A employee must not make excessive and/or unauthorised personal use of any of these facilities.

Access to and/or transference of pornographic or other offensive material through University communication resources is forbidden (other than with the specific approval of the University's Human Research Ethics Committee for bona fide research purposes).

Procedures for ensuring the appropriate use of communication resources can be found in the various University's IT policies on computing and communications and can be found on the IT web site at: <http://www.une.edu.au/itd/about/policies/toc.html>.

Directors/Heads of School/Managers may approve the use of facilities, such as meeting rooms and equipment, by non-profit professional and community organisations in which employees are volunteers as long as there is no significant cost to the University.

Reporting corrupt conduct, mal-administration and serious and substantial waste of University resources

Employees are encouraged to report suspected corrupt conduct, as well as maladministration and serious and substantial waste of University resources (public money) and should make disclosures to this effect and receive protection under the University's **18.03 Internal Disclosures** policy.

Occupational Health and Safety

The University seeks to provide a safe and healthy workplace. Employees must aim to ensure that best practice OH&S procedures are adopted in all University activities and that the requirements of the relevant OH&S legislation are complied with.

Employees must take care not to put themselves or other University community members at risk or reduce their ability to carry out their duties through the misuse of alcohol or drugs.

Employees are obliged to advise their supervisor (and/or the University's Occupational Health and Safety Officer) of any physical or intellectual impediment (permanent and/or temporary) that may potentially endanger themselves, other employees, students or visitors whilst the employee is carrying out his or her normal duties.

Discrimination and harassment

The University is committed to the elimination of harassment and discrimination, and to the right of all staff and students to be treated with dignity and respect, regardless of background, beliefs or culture.

Employees must not discriminate against, cause harm or detriment, bully or harass their colleagues, students or members of the public because of their race, colour, ethnic or ethno-religious background, descent or nationality, sex, marital status, pregnancy, political opinion, a decision to either join or not join an organisation or association of their choice, sexual preference, disability, age, social origin, medical record, carer or family responsibilities, religious belief or transgender status. (see UNE policies **3.05 Anti-Racism**, **3.06 Grievance Mediation**, and **3.11 Sex-Based Harassment**)

Fairness and equity

Issues or cases such as grievances, complaints etc. being considered by employees should be dealt with consistently, promptly and fairly. This involves dealing with matters in accordance with approved University procedures, in a non-discriminatory manner, and in conformity with the principles of natural justice.

When using any discretionary powers, employees should ensure that they take all relevant facts into consideration, have regard to the particular merits of each case, and do not take irrelevant matters or circumstances into consideration.

Behaviour

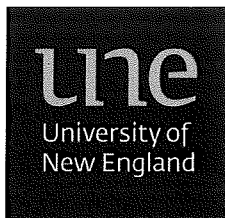
Employees must not be physically or verbally intimidating or abusive to other staff, students or members of the public. Any employee whose behaviour is called into question in this regard may be subject to the University's disciplinary procedures.

Post separation employment

Former employees should not use, or take advantage of, confidential information that may lead to gain or profit obtained in the course of their official duties, until it has become publicly available.

All University property made available for the use of the employee, must be returned at the end of their employment with the University, such as corporate credit cards, motor vehicles, computers and mobile phones.

All staff should be careful in their dealings with former employees of the University and make sure that they do not give them, or appear to give them, favourable treatment or access to privileged information.



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3 September 2010

Commissioner Roberts
Fair Work Australia
Level 8, Terrace Tower,
80 William Street
EAST SYDNEY NSW 2011

**Re: AG2010/13615 University of New England Academic
Staff - Union Collective Agreement 2010-2012**

Dear Commissioner,

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

I wish to provide an undertaking that, in relation to redundancy payments, an employee will receive redundancy payments as set out in clause 33 of the Agreement or the redundancy pay due under the National Employment Standard, whichever is the greater.

Yours sincerely

A handwritten signature in black ink, appearing to read 'Jim Barber', written over a circular stamp or seal.

Jim Barber
Vice-Chancellor and CEO