

**‘PLAIN ENGLISH’ SUMMARY EXPLANATION OF THE PROPOSED UNIVERSITY OF NEW ENGLAND  
ACADEMIC STAFF - UNION COLLECTIVE AGREEMENT 2010-2012.**

This explanatory document is prepared by UNE’s Bargaining Team, as an assistance to employees as well as to comply with the *Fair Work Act 2009*, which requires that the terms of the Agreement are explained to the relevant employees.

The proposed new agreement, the *University of New England Academic Staff- Union Collective Agreement 2010-2012*, will replace the current *University of New England Workplace Agreement 2006-2009* and provide a base document containing the employment entitlements of academic staff in conjunction with the National Employment Standards. The proposed new agreement will prevail over conditions contained in the modernised *Higher Education Industry—Academic Staff—Award 2010*.

The proposed new agreement provides for a number of changes or additions from the current *UNE 2006-2008 Workplace Agreement*. Some of those changes are minor, while others are significant.

The information below provides a summary explanation only of major changes incorporated in the proposed Agreement. All academic staff are encouraged to read the actual clauses, and ideally to review the whole of the proposed Agreement.

Note that the clause numbers below refer to clause numbers in the proposed new Agreement.

If you have any questions about a clause, we encourage you to first read the actual clause in the proposed Agreement, and if you still have questions please email them to: [ebatune@une.edu.au](mailto:ebatune@une.edu.au), and a member of UNE’s bargaining team will get back to you as soon as possible.

We will update this document if and as required in response to questions.

### **Proposed Changes**

#### **Clause 13 - Indigenous employment.**

The Agreement provides for:

- (a) a commitment to implementing the aims of the national Indigenous Higher Education Workforce Strategy committed to by Universities Australia;
- (b) an Aboriginal and Torres Strait Islander Employment Officer being appointed; and
- (b) the Indigenous Access and Participation Committee is being re-established, chaired by the Vice-Chancellor and including an indigenous staff representative.

#### **Clause 16 - Salaries**

The **Salaries** clause outlines **pay rises** of 16% which are detailed below. The first three of these increases have already been paid administratively.

- 2% on the first full pay period on or after 1 April 2009,
- 2% on the first full pay period on or after 1 September 2009,
- 4% on the first full pay period on or after 30 June 2010,
- 4% on the first full pay period on or after 30 June 2011, and
- 4% on the first full pay period on or after 30 June 2012.

**Clause 17 - Superannuation.**

Existing provisions have been formalised where fixed term employees employed on a contract for greater than 12 months will receive the 17% employer funded superannuation. Additionally for fixed term employees who have accepted 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 be payable from the date of acceptance of the consecutive second or subsequent contract.

**Clause 21 - Leave Management.**

The existing requirements for the submission of leave applications and, where appropriate, approval in advance of leave, have been formalised.

**Clause 26 - Long service leave.**

- (a) The entitlement of casual service towards long service leave is formalised and clarified.
- (b) Long service leave may be taken at half pay, doubling the potential period of such leave.

**Clause 27 - Personal leave.**

Personal leave will now incorporate both **sick leave** and **family & personal leave** entitlements. There is a leave entitlement of 10 weeks per year for employees with more than one years' service and untaken leave can carry over for a further 12 months. Of the 10 weeks, two weeks in one year, or four weeks in two consecutive years, can be used as family and personal leave. Employees are encouraged to read the whole clause, including the transitional arrangements.

**Clause 28 - Parental leave.**

- (a) There is an increase in **paid partner leave** to give care and support to a mother who is about to or has just given birth from one week to two weeks.
- (b) Additionally, the University has committed to renegotiate the **paid parental leave entitlements** to incorporate details of the Federal Government's National Paid Parental Leave scheme, which comes into effect in 2011.

**Clause 30 - Workplace Change.**

A Retrenchment Review Committee is now included in the Workplace Change process.

**Clause 33 - Voluntary Separation.** The University and an employee may agree at any time to a voluntary separation that is no less than the entitlement to the employee than if they were retrenched (see clause 36), provided that if reemployed by UNE during the period covered by the voluntary separation payment, they refund the relevant proportion of the voluntary separation.

**Clause 37 - Probation.**

- (a) The maximum probation period has been reduced from five years to three years.
- (b) The proposed Agreement provides that a second or subsequent fixed term contract can have a probation period in it, where that contract has a broad range of the same or similar duties, but not the full range of duties as in the first contract.

**Clauses 38 and 39 – Unsatisfactory Performance and Misconduct/Serious Misconduct.**

For **Unsatisfactory performance and Misconduct/Serious Misconduct Review Panels**, the Chair of these panels will now be agreed between the Vice-Chancellor and the NTEU from a list of possible Chairpersons agreed between the University and the NTEU.

**Clause 44 - Medical Retirement.**

This is a revamped process with a new appeal process where as part of the appeal process an independent medical specialist will undertake a second medical assessment.

**Clause 48 - Academic Promotions**

This clause has been expanded to incorporate the Promotion Committee and Promotions Appeals Committee memberships.

**Clause 49 - Entitlements relating to fixed term research staff**

This clause:

- (a) commits to the parties agreeing on a system of nomenclature for fixed terms research staff during the first twelve months of the agreement.
- (b) allows fixed term research-only employees to apply to their Head of Cost Centre for access to any professional development programs which are offered by the University.

**Clause 50 - Academic Workloads**

This clause provides:

- (a) for School workload policies to be developed through a collegial consultative process
- (b) a process for ratification of school workload policies
- (c) confirmation of the Vice-Chancellor's recent commitments on teaching allocation within a trimester system
- (d) normal TSI ranges for teaching load, with some minor changes to Mathematics, Statistics and Computing
- (e) a commitment to working parties to look at on-line teaching and academic administrative duties.

Employees are encouraged to read the whole clause.

**Clause 51 - Casual employment**

- (a) The casual loading has been increased to 25%.
- (b) There is clarification of casual employees' entitlements

**Clause 52 - Grievances**

The process is new and contains a more detailed and clearer step-by-step approach.

**Clause 54 – Occupational Health and Safety.**

There is a new **Occupational Health and Safety** clause which includes employee rights, and information about first aid officers.

**Clauses 55, 56, 57 and 58 – Office Facilities, Staff Inductions, Payroll Deductions and Union Rights.**

This agreement reintroduces a number of entitlements and provisions in relation to **Union Rights**, including

- the reintroduction of **Payroll Deductions**
- paid time off for union activities
- union representation on a number of committees / processes

- provision to the unions free of charge by the University of **Office Facilities** on campus
- access by union officers to new employees at **Employee Induction** sessions.

**Clause 59 – Flexibility.**

The introduction of a **Flexibility** clause is required by law. One of the provisions of this clause will be the ability to agree with the University that employees can **purchase additional annual leave** of up to 4 weeks in a 12 month period. This is done through a reduction in the employee’s pay. For those that remember the old 48/52 scheme, this provision will be along similar lines.

**Clause 60 – Childcare Facilities.**

This clause contains a commitment by the University to maintaining a **Childcare Facility** on campus for the life of this Agreement.

**Clause 62 – Dignity and Respect at Work.**

The principles of **Dignity and Respect At Work** Charter, and information about bullying and harassment, are outlined in this new clause in the proposed agreement.

**Clause 63 - Email Surveillance.**

A new clause confirming that the University will only monitor and access staff electronic communication to the extent permitted by law.

**Some of what won’t change in the proposed Agreement**

The following clauses/entitlements already exist in the current *UNE 2006-2008 Workplace Agreement*. The key elements of these clauses/entitlements do not change in the new proposed agreement.

**Clause 8 - Consultation Arrangements.** The **Academic Consultative Committee** remains, to enhance communication and provide meaningful consultation in the development and review of policies and of the implementation of the Agreement.

**Clause 23 - Christmas Break.** This remains as leave on full pay between and including the period of Christmas Day and New Years Day.

**Clause 46 - Unit/Course Coordinator Allowance.** This remains unchanged.

**Questions??**

Again, if you have any questions about a clause, we encourage you to first read the actual clause in the proposed Agreement, and if you still have questions please email them to: [ebatune@une.edu.au](mailto:ebatune@une.edu.au), and a member of UNE’s bargaining team will get back to you as soon as possible.