

'PLAIN ENGLISH' SUMMARY EXPLANATION OF CHANGED CONDITIONS PROVIDED FOR IN THE PROPOSED GENERAL STAFF AND ELC TEACHERS COLLECTIVE AGREEMENT 2009-2012.

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 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 changes incorporated in the proposed Agreement. All General Staff and ELC teachers 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, 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 12: Severance Payments.** Fixed term general staff will now receive the same severance entitlements as academic staff, an increased entitlement for some types of contracts.
- **Clause 13: Indigenous employment.**
 - (a) An Aboriginal and Torres Strait Islander Employment Officer will be appointed.
 - (b) The Indigenous Access and Participation Committee is being re-established, chaired by the Vice-Chancellor.
- **Clause 16:** The **Salaries** clause outlines **pay rises** of 16% which will be paid as follows:
 - 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.** It has been formalised that fixed term employees employed on a contract for greater than 12 months, or who have been employed for a continuous period of more than two years, will receive the 17% employer funded superannuation.

- **Clause 21:** The general staff **Position Classification** process has been clarified.
 - (a) There will be no disadvantage to an employee if their position is classified up or down.
 - (b) Additionally, an employee can, within parameters, seek a review of their position statement.
 - (c) If an employee disagrees with a classification assessment they may lodge a dispute.

- **Clause 27: 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 29: 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 reviewing, through the General and Teaching Staff Consultative Committee, the **paid parental leave entitlements** when details of the Federal Government's National Paid Parental Leave scheme are published. If there are any new entitlements, they will flow to staff in addition to current entitlements.

- **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 34: Transfer.** It remains as per the current Agreement that the University may transfer an employee. The proposed Agreement now specifies that before any transfer is enacted, employees are advised of the rationale for the transfer.

- **Clause 40: Probation.** 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 41 and 42:** For **Unsatisfactory performance and Misconduct/Serious Misconduct Review Panels**, the Chair of these panels will now come from a list of possible Chairpersons agreed between the University and the relevant union.

- **Clause 48: Time off in lieu** of overtime will accrue at overtime rates, rather than hour for hour. What this means, for example, is that where time off accrues in lieu of overtime for work on a Saturday, the time off will accrue at 1.5 hours for each hour worked for the first two hours and then at 2 hours for each hour worked for each hour thereafter.

- **Clause 52: Higher duties Allowance.**

(a) This will now be available for employees acting in a higher level position for 5 days or more. This was previously applicable only in cases of in excess of 5 days.

(b) Also, if an employee's duties include deputizing for a more senior employee, they will now receive higher duties payments after 10 consecutive working days, whereas currently there are no higher duties payments available for such duty.

- **Clause 63.** There is a new **Occupational Health and Safety** clause which includes employee rights, and information about first aid officers.
- **Clause 64.** There is a new **Intellectual Property** clause, which includes information about intellectual property rights and appeals.
- **Clause 66:** A new **General Staff Workloads** clause provides a mechanism for raising concerns about excess workloads, and resolution processes.
- **Clauses 65, 67, 68 and 69.** 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 70:** 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** – 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 71.** This clause contains a commitment by the University to maintaining a **Childcare Facility** on campus for the life of this Agreement.
- **Clause 73.** 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.
- **Schedule 2:** The **Casual loading** is increased from 23% to 25%.

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 **General and Teaching Staff 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 24: Christmas Break.** This remains as leave on full pay between and including the period of Christmas Day and New Years Day.
- **Clause 26: Annual Leave.** This remains at 5 weeks.
- **Clause 28: Sick Leave.** Sick leave remains uncapped, although the new Agreement documents process aspects of managing this entitlement ***
- **Clause 49: On-Call Provisions.** The allowance remains at 30%.

*** Note that it was a key claim for UNE to put a cap on sick leave entitlements in order to manage absences more effectively. What has been negotiated finally is continuation of uncapped sick leave, but clear and comprehensive provisions as to how this will be managed.

Questions??

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