DECISION

Fair Work Act 2009
s.185—Enterprise agreement

University of New England
(AG2014/8837)

THE UNIVERSITY OF NEW ENGLAND ACADEMIC AND ELC TEACHING STAFF COLLECTIVE AGREEMENT 2014 -2017

Educational services

VICE PRESIDENT CATANZARITI MELBOURNE, 13 OCTOBER 2014


[1] An application has been made for approval of an enterprise agreement known as The University of New England Academic and ELC Teaching Staff Collective Agreement 2014 -2017 (the Agreement). The application was made pursuant to s.185 of the Fair Work Act 2009 (the Act). It has been made by the University of New England. The Agreement is a single-enterprise agreement.

[2] I have accepted the undertaking attached to this decision which has been given by the employer.

[3] I am satisfied that each of the requirements of ss.186, 187, 188 and s.190 as are relevant to this application for approval have been met.

[4] The National Tertiary Education Industry Union, being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2), I note that the Agreement covers the organisation.

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 20 October 2014. The nominal expiry date of the Agreement is 1 October 2017.

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9 October 2014

Vice-President Catanzariti
Fair Work Australia
Level 10, Terrace Tower
80 William Street
EAST SYDNEY NSW 2011

Dear Vice-President,


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

I wish to provide the following undertakings:

1. In relation to sub-clause 58.3.3, the word “choosing” is missing from the end of the sentence. This clause will be applied as if the word “choosing” was included.

2. In relation to Clause 42 Workplace change, an employee may be represented by a person or organisation of their choice for the purpose of consultation about the change process.

Yours sincerely,

[Signature]

Professor Annabelle Duncan
Vice- Chancellor and CEO
University of New England
PART A – APPLICATION AND OPERATION

1. TITLE

This Agreement will be known as The University of New England Academic and ELC Teaching Staff Collective Agreement 2014-2017.

2. ARRANGEMENT

PART A – APPLICATION AND OPERATION

1. TITLE
2. ARRANGEMENT
3. PARTIES BOUND
4. PERIOD OF OPERATION
5. RELATIONSHIP WITH OTHER AWARDS AND AGREEMENTS
6. NO FURTHER CLAIMS
7. DEFINITIONS
8. CONSULTATION ARRANGEMENTS
9. COMMITMENTS

PART B - EMPLOYMENT

10. REQUIREMENT TO STATE TERMS OF ENGAGEMENT
11. TYPES OF EMPLOYMENT
12. ENTITLEMENTS RELATED TO FIXED TERM EMPLOYMENT
13. ABORIGINAL AND TORRES STRAIT ISLANDER EMPLOYMENT
14. PRIMARY PLACE OF EMPLOYMENT
15. FLEXIBLE AND FAMILY WORKING ARRANGEMENTS

PART C – WORKING ARRANGEMENTS

16. PAID OUTSIDE WORK
17. UNIT COURSE COORDINATOR ALLOWANCE
18. INTELLECTUAL PROPERTY
19. ACADEMIC PROMOTIONS
20. ACADEMIC WORKLOADS
21. CASUAL EMPLOYMENT

PART D – SALARY AND RELATED MATTERS

22. SALARIES
23. SUPERANNUATION
24. SALARY PACKAGING
25. OTHER ALLOWANCES
26. ACCIDENT MAKE-UP PAY
UNE Academic and ELC Teaching Staff Collective Agreement 2014-2017

27. POSITION CLASSIFICATION ............................................................................................................................................. 22

PART E - LEAVE...........................................................................................................................................................................22

28. LEAVE MANAGEMENT ................................................................................................................................................................... 22
29. PUBLIC HOLIDAYS ........................................................................................................................................................................ 22
30. CHRISTMAS BREAK ...................................................................................................................................................................... 22
31. UNIVERSITY SHUTDOWN ............................................................................................................................................................. 22
32. ANNUAL LEAVE ........................................................................................................................................................................... 23
33. LONG SERVICE LEAVE ............................................................................................................................................................... 23
34. PERSONAL LEAVE ....................................................................................................................................................................... 25
35. PARENTAL LEAVE ....................................................................................................................................................................... 27
36. JURY AND WITNESS LEAVE ..................................................................................................................................................... 31
37. DOMESTIC VIOLENCE LEAVE ................................................................................................................................................... 31

PART F – ENGLISH LANGUAGE TEACHER SPECIFIC MATTERS......................................................................................................32

38. CLASSIFICATIONS AND CATEGORIES ........................................................................................................................................ 32
39. DUTIES AND TIME ALLOCATION .......................................................................................................................................... 33
40. HIGHER DUTIES ALLOWANCE .............................................................................................................................................. 34
41. TEACHING LOAD ...................................................................................................................................................................... 34

PART G – MANAGING ORGANISATIONAL CHANGE..........................................................................................................................34

42. WORKPLACE CHANGE ............................................................................................................................................................... 34
43. VOLUNTARY SEPARATION ......................................................................................................................................................... 38
44. TRANSFER .................................................................................................................................................................................. 38
45. REDUNDANCY .............................................................................................................................................................................. 38

PART H – MANAGING PERFORMANCE...............................................................................................................................................39

46. PERFORMANCE PLANNING, DEVELOPMENT AND REVIEW SYSTEM .......................................................................................... 39
47. STUDY LEAVE ............................................................................................................................................................................. 40
48. INCREMENTAL PROGRESSION ............................................................................................................................................... 40
49. PROBATION ................................................................................................................................................................................ 41
50. UNSATISFACTORY PERFORMANCE .......................................................................................................................................... 42
51. MISCONDUCT/SERIOUS MISCONDUCT .................................................................................................................................. 45
52. DOCUMENTATION .................................................................................................................................................................... 48

PART I – CESSATION OF EMPLOYMENT .................................................................................................................................................48

53. RESIGNATION ............................................................................................................................................................................ 48
54. TERMINATION OF EMPLOYMENT .......................................................................................................................................... 49
55. ABANDONMENT OF EMPLOYMENT ......................................................................................................................................... 49
56. MEDICAL RETIREMENT ............................................................................................................................................................ 49
PART J – GRIEVANCES AND DISPUTE RESOLUTION PROCEDURES .......................................................... 51

57. GRIEVANCE RESOLUTION ........................................................................................................ 51
58. DISPUTE RESOLUTION PROCEDURES ..................................................................................... 56

PART K – MISCELLANEOUS .............................................................................................................. 57

59. WORKPLACE HEALTH AND SAFETY ......................................................................................... 57
60. INTELLECTUAL PROPERTY ........................................................................................................ 57
61. OFFICE FACILITIES .................................................................................................................. 58
62. EMPLOYEE INDUCTIONS ........................................................................................................... 58
63. PAYROLL DEDUCTIONS .............................................................................................................. 58
64. UNION RIGHTS .......................................................................................................................... 58
65. FLEXIBILITY .............................................................................................................................. 59
66. CHILD CARE FACILITY ............................................................................................................ 60
67. DIGNITY AND RESPECT AT WORK ......................................................................................... 60
68. EMAIL SURVEILLANCE .............................................................................................................. 61

SCHEDULE 1 – SALARY RATES – FULL TIME ACADEMIC STAFF .................................................. 62
SCHEDULE 2 – SALARY RATES – CASUAL ACADEMIC STAFF ....................................................... 63
SCHEDULE 3 – SALARY RATES – ELC TEACHING STAFF ............................................................... 69
SCHEDULE 4 – SALARY RATES – ALLOWANCES ......................................................................... 71
SCHEDULE 4A – INDIGENOUS LANGUAGES ALLOWANCE ............................................................. 73
SCHEDULE 5 – UNE POSITION CLASSIFICATION STANDARDS – ACADEMIC STAFF ....................... 74
SCHEDULE 6 – UNE POSITION CLASSIFICATION STANDARDS (RESEARCH ONLY) – ACADEMIC STAFF ............................................................................................................. 78
3. **PARTIES BOUND**

3.1 This Agreement shall be known as the University of New England Academic and ELC Teaching Staff Collective Agreement 2014-2017. The parties to the Agreement are:

3.1.1 the University of New England; and

3.1.2 all employees who are employed in the classifications detailed in Schedules 5 and 6, and Part F of this Agreement

3.2 This Agreement has been negotiated between the NTEU and the University.

4. **PERIOD OF OPERATION**

4.1 This Agreement will take effect seven days after its approval by the Fair Work Commission and shall have a nominal expiry date of 1 October 2017.

4.2 **Renegotiation of Agreement** - The University and NTEU agree that the expeditious negotiation of a replacement agreement is in the interests of the University and employees. To this end, the University and NTEU will meet no later than 3 months before the expiry of this agreement to negotiate in good faith a replacement agreement. In this period the parties will aim to exchange logs of claim, determine resourcing, and establish a schedule of meetings for the following 3 months.

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 Academic Staff - Union Collective Agreement 2010-2012* 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, any UNE policy, procedure or process referred to in this Agreement.

6. **NO FURTHER CLAIMS**

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

7. **DEFINITIONS**

7.1 **Consultation** - Consultation has a number of components. First, consultation means the provision of all relevant information and the opportunity for discussion of that information. Second, the information must be in a form and provided in sufficient time to enable those being consulted to develop an informed view. And third, consultation shall provide a bona fide opportunity for feedback to influence the relevant decision maker prior to the making of the decision.

7.2 **Domestic Violence** involves a person in a family or domestic situation being subjected to patterns of behaviour that include: physical and or sexual assault, verbal abuse and insults, social isolation, economic deprivation, emotional abuse, threats and intimidation, harassment and stalking.

7.3 **Employee/s** means the employees referred to in subclause 3.1.2 of this Agreement.
7.4 **Head of Cost Centre** means Head of School, Director, University Librarian, or Director of Colleges.

7.5 **A Health and Safety Representative** is a staff member who has completed current WorkCover accredited Health and Safety Representative training and has been elected by Work Group members to represent the Work Group on the UNE Work Health and Safety Strategic Committee.

A Health and Safety Representative has the powers and functions as defined in Subdivision 5 (s68/60) of the Work Health and Safety Act 2011.

7.6 **Merit selection** means a formal selection process that is designed to find and select the most capable candidate for the position being recruited. In determining the most capable candidate, regard should be had to the nature and duties of the position and the abilities, qualifications, experience and standard of work performance of the candidate that are relevant to the performance of those duties. Formal selection includes positions that have been advertised through an internal expression of interest process.

7.7 **NTEU** means the National Tertiary Education Industry Union.

7.8 **Representative** means a member of the Union or other person who is not a current practicing solicitor or barrister in private practice.

7.9 **Senior Executive Officer** means the Vice-Chancellor, Deputy Vice-Chancellor, Chief Financial Officer, Executive Director Operations, Chief Legal and Governance Officer, or relevant Pro Vice-Chancellor, or other senior officer of the University, above the level of Director, which reports directly to the Vice-Chancellor.

7.10 UNE and **University** mean the University of New England.

7.11 **Union** means the National Tertiary Education Union.

7.12 **VC** means Vice Chancellor and Chief Executive Officer of UNE or nominee.

7.13 **Voluntary separation** means payment for leaving voluntarily outside of a Workplace Change – refer to clause 43 of this Agreement.

8. **CONSULTATION ARRANGEMENTS**

8.1 The University is committed to open discussion and direct consultation with employees and Unions about workplace issues. It is recognised that there will be significant consultation during the period of the Agreement on matters involving implementation of this Agreement, operational and cultural change and matters affecting employees generally or in a particular case. Such matters will be discussed in a spirit of cooperation and trust to ensure that employees and the Unions have an opportunity to raise workplace issues, to receive all relevant information on issues that affect them, to have an opportunity to contribute their views on those issues and to have meaningful involvement in decision making.

8.2 A **Joint Consultative Committee (JCC)** will be established within 1 month of the commencement of this Agreement for the purpose of implementing and monitoring this Agreement. The JCC will be the forum through which UNE, its employees and the Unions consult generally on matters affecting Employees. The JCC will meet a minimum of 4 times per year. Additional meetings can be convened at the request of any member. The JCC shall meet during ordinary hours. Union representatives will be given time release from normal duties for this role.

8.3 The JCC shall include:

- 2 NTEU members
- Up to 4 Management nominees
The JCC membership is not intended to exclude any employee and does not preclude any staff member from requesting that a specific staff issue be raised through the JCC. An employee may if appropriate attend a JCC meeting for discussion of the issue.

Composition of the JCC for a particular meeting will be jointly agreed prior to the meeting taking place.

8.4 Policy Development – Where the University is considering developing or amending employment related policies (other than administrative changes) it will give advanced notice to the JCC, and will provide draft documentation 10 working days prior to the meeting being held. If after going through the consultation process the University does not agree to any suggestions for changes to draft policy provided by members of the JCC to the University shall provide the reasons as to why suggestions were not incorporated into the new or amended policy. The VC has final approval of all employment related policies.

9. COMMITMENTS

9.1 The University and its employees are committed to:

9.1.1 treating each other in a fair and reasonable manner and being accountable for their responsibilities;

9.1.2 improving the performance, competitiveness and success of the University in order to achieve sustainable growth;

9.1.3 a culture of mutual respect with consultation, participation, trust, flexibility, collegiality and continuing improvement;

9.1.4 providing an inclusive workplace by preventing and eliminating discrimination, bullying and harassment in the workplace and achieving equal employment opportunity;

9.1.5 enhancing flexibility and streamlining administrative processes;

9.1.6 a flexible approach to change that reflects the demands in operational requirements;

9.1.7 act in a manner consistent with the protection and promotion of intellectual freedom within the University where employees 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 employees), that stipulates the type of employment and informs the employee of the terms of engagement. The contract will include:
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 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; and

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 basis in accordance with this clause.

11.1.2 Provided that prior approval is not unreasonably withheld by the employee’s supervisor, nothing in this Agreement prevents an employee engaging in additional work as a casual employee at UNE 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 Continuing contingent - “Continuing Contingent Contract” means a contract for continuing employment that is contingent upon available funding, that is, if the funding that is used to pay for contract ceases to be available then the contract shall be terminated. This category of employment may be offered only to English Language Centre Teaching staff.

11.4 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.

11.5 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). Other than for Research Only Academics, the University shall engage an employee on a fixed-term contract for a minimum of nineteen (19) weeks.

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:

11.5.1 “ 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.

11.5.2 “Research” means work activity by a person engaged on research-only functions for a contract period not exceeding five years.
11.5.3 “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:
  
  o a vacant position for which the University has made a definite decision to fill and has commenced recruitment action; or

  o 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.

11.5.4 “Early Career Academic” – The University will establish and advertise Early Career Academic Positions (ECAPs) designed to attract talented early career academics from its own cohort of postgraduate students and casual academic employees and from elsewhere where appropriate. Such an appointment would be for a period of two years. Eligibility to apply for ECAPs will be restricted to applicant employees who have:

- been awarded a PhD (or Professional Doctorate) over the last five years or

- been active candidates in their final year and have made satisfactory progress toward completion of their PhD (or Professional Doctorate) during the preceding two years and performed casual teaching work for the University over the last five years.

At the end of ECAPs, the incumbent may be offered continuing employment subject to an assessment of the staff member’s satisfactory performance and the continuing need for the work being performed. Where such a further appointment is made, it shall be to a convertible two-year fixed-term position, meaning that at the end of the further period of two years, the position may be converted to continuing employment unless the holder were considered not to be appointable on academic merit and performance in the role, in which case they shall be so advised three months prior to the expiry of the convertible contract.

11.5.5 “New area” - shall mean a work activity where a new discipline or work area has been established, there is genuine uncertainty over future requirements and where the practicality or ongoing need for the position is not known. New area does not mean the shifting of existing functions from an existing work area through a restructure or workplace change. The fixed-term contract period shall not exceed three years.

If the position or substantially the same position occupied by the employee continues beyond three years the employee shall be offered conversion to continuing employment in that position (or in another agreed position) at the conclusion of the contract period as long as the original appointment was via merit selection.

11.5.6 “Disestablished area” shall mean a work activity where a discipline, course or work area/unit has been disestablished and the work of that area/unit is to be phased out over a period of time. The fixed-term contract period shall not exceed three years.

A fixed term contract under this sub-clause can only be offered where a final decision has been made to disestablish a work activity after following the procedures in Clause 42.
Should the decision to disestablish the work area/unit be reversed, or should for any other reason the employee's position or substantially the same position continue beyond a three year period, the employee shall be offered conversion to continuing employment as long as the original appointment was via merit selection.

11.5.7 “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.

11.5.8 “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.

11.5.9 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.

11.6 Casual Employment - "Casual employment” shall mean a person engaged either by the hour and paid on an hourly basis; or by the session and paid a rate that includes a specified amount of delivery time and a specified amount of preparation time. In both cases, the rate includes a loading related to benefits for which a casual employee is not eligible.

12. ENTITLESMENTS 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. An 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

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 sub-clause will apply except in circumstances where the University can demonstrate a lack of funding that is directly related to the position in question.

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 was previously subject to merit selection for an advertised position; and
12.4.2 the employee has performed satisfactorily in that position; and
12.4.3 there is an ongoing requirement for the duties of the position, or substantially similar position, or the nature of the work can be established as ongoing.

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 and the same or substantially similar 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:

<table>
<thead>
<tr>
<th>Type of Contract (as defined in clause 11.4)</th>
<th>Period of continuous service</th>
<th>Severance Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Replacement Employee</td>
<td>No Entitlement to Severance</td>
<td>Nil</td>
</tr>
<tr>
<td>Pre-retirement</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Student</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professional Practice</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Specific Task / Project</td>
<td>Up to the completion of 2 years</td>
<td>4 weeks’ pay</td>
</tr>
<tr>
<td>Research / ELC Teachers</td>
<td>Over 2 years and up to the completion of 3 years</td>
<td>6 weeks’ pay</td>
</tr>
<tr>
<td>Continuing Contingent / Disestablished area / New area / Early Career Academic</td>
<td>Over 3 years and up to the completion of 4 years</td>
<td>7 weeks’ pay</td>
</tr>
<tr>
<td></td>
<td>Over 4 years</td>
<td>8 weeks’ pay</td>
</tr>
</tbody>
</table>

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 until the end of the further employment.

12.7 Where an employee receives a severance payment and is offered a subsequent contract within six weeks of the end of the initial contract for which severance was paid, the period of continuous service commences from the first day of the subsequent contract.

13. ABORIGINAL AND TORRES STRAIT ISLANDER EMPLOYMENT

13.1 The University is committed to encouraging, fostering and realising Aboriginal and Torres Strait Islander employment and having an active role in implementing the aims of the National Indigenous Higher Education Workforce Strategy. During the life of this agreement the University will implement the Aboriginal and Torres Strait Islander Employment Strategy 2013-2018, with the aims of the strategy being to increase the number and dispersion of Aboriginal and Torres Strait Islander staff within the University to working age population parity.

13.2 In addition to the employment strategy, the University will continue to:

13.2.1 Recognise Aboriginal and Torres Strait Islander cultural practices and identity;
13.2.2 Ensure policies and procedures support the elimination of racism in the workplace, and make the institution culturally responsive and responsible;
13.2.3 Provide staff development, training and mentoring of Aboriginal and Torres Strait Islander employees;

13.2.4 Provide for training on the implementation of employment strategies and cultural diversity programs for managers and staff;

13.2.5 Maintain effective links with relevant Aboriginal and Torres Strait Islander communities and agencies.

Consultation

13.3 The Committee established to oversee the implementation of the Aboriginal and Torres Strait Islander Employment Strategy 2013-2018 will comprise Union (NTEU) representation.

Selection Committees

13.4 Where practicable, recruitment panels for positions within the Oorala Aboriginal Centre and Identified Aboriginal and Torres Strait Islander positions will comprise at least 50% Aboriginal and Torres Strait Islander membership, including the Aboriginal Employment Officer or their representative.

Indigenous Language Allowance

13.5 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 4A.

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 part-time 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 work strategies to assist employees 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 programs 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 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 make application for a short term or long term flexible arrangements will make an application to their Supervisor. Supervisors will reasonably consider the application, and only reject the applications on the grounds that the application cannot be accommodated due to the work requirements of the University. Employees making an application for a long term flexible working arrangement should nominate the period required in the application. In the event that the request cannot be accommodated, including alternative options explored by the employee and supervisor, then the employee can make application again when circumstances change, or a year after the original application.

15.5 Employees wishing to terminate flexible work arrangements prior to the nominated 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 – WORKING ARRANGEMENTS

16. PAID OUTSIDE WORK

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 where appropriate, before such additional work may be commenced.

17. UNIT COURSE COORDINATOR ALLOWANCE

17.1 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.

17.2 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.

17.3 Employees who have undertaken any of the above duties for more than one year will be entitled to incremental advancement within the appropriate classification.

18. INTELLECTUAL PROPERTY

18.1 Intellectual property rights include:
18.1.1 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;

18.1.2 recognition of the moral rights of employees over intellectual property;

18.1.3 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 58.

19. ACADEMIC PROMOTIONS

19.1 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.

19.2 Unless otherwise agreed, applicants who have been unsuccessful in two consecutive years in their bid for a promotion cannot apply in the following year.

19.3 Appeals will only be allowed on procedural grounds.

19.4 The Chairs of the Promotions Committee(s) and the Promotions Appeals Committee will take all reasonable steps to ensure an appropriate gender balance is attained on each committee.

19.5 Academic promotion is based solely upon the merit of the application.

19.6 An NTEU observer and an equity observer will be present at all meetings of the Promotions Committee and the Promotions Appeals Committee.

19.7 Promotion Committees will consist of:

- Deputy Vice-Chancellor (Chair) or nominee
- Pro Vice-Chancellor (Academic) or professorial nominee
- Pro Vice-Chancellor (Research) or professorial nominee
- Chair or Deputy Chair of the Academic Board
- One elected staff member by the Schools of Science and Technology and Environmental and Rural Science*
- One elected staff member by the Schools of Health and Rural Medicine*
- One elected staff member by the Schools of Business and Law*
- One elected staff member by the School of Education*
- One elected staff member by the Schools of Arts, Behavioural, Cognitive and Social Sciences and Humanities*
- One External Professor for Level D and E Committees only (not necessarily the same for each level)

*The elected staff member must be at or above the level of promotion.

19.8 The Promotions 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.
20. **ACADEMIC WORKLOADS**

The provisions of this clause apply only to Academic staff members as defined in the position Classification Standards, in accordance with Schedule 5 and 6 of this Agreement.

20.1 **General**

20.1.1 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 (Flexible and Family Working Arrangements).

20.1.2 Once agreement is reached on individual workloads, the workloads will be published within each School.

20.1.3 The Joint Consultative Committee (JCC), at its discretion, may advise on the particulars of the implementation of this clause.

20.1.4 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 20.3.2.

20.2 **The nature of academic work**

20.2.1 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.

20.2.2 **Education Scholar Role**

(a) Education Scholar roles are available to existing employee’s only.

(b) No employee will be required to move to an Education Scholar role.

(c) An employee, at Level B and above, may elect to become an Education Scholar. Any move must meet the University’s operational needs and be mutually agreed.

(d) An employee in an Education Scholar role will primarily be teaching and scholarship focused.

(e) Typically, an employee in an Education Scholar role will teach at the maximum of the EFTSL range in accordance with clause 20.7.4.

(f) Where an employee seeks to move to an Education Scholar role, they will meet with their Head of School, or delegate.

(g) The period of an approved move to an Education Scholar role will be for a period of three (3) years.

(h) An Education Scholar is entitled to return to a balanced research/teaching workload allocation at the expiration of the Education Scholar role.

(i) The employee will meet with the Head of School, or delegate, at least six (6) months prior to the expiration of the three (3) year period, to discuss whether the employee is seeking to return to a balanced research/teaching workload allocation or to continue in an Education Scholar role.
An employee in an Education Scholar role is eligible to apply for promotion and for study leave. Academic promotion will be assessed against the three (3) criteria of research, teaching and service based on the employee's demonstrated workload allocation.

20.2.3 The term "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.

20.2.4 The parameters of online equivalence will be set out in each School Workload Policy, and equivalent duration will conform to the provisions of sub clause 20.4, Requirements for Allocation of Workload.

20.2.5 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, postgraduate, domestic full-fee, international full-fee (on-campus, distance education and off-shore) teaching and research supervision (including working with partners to deliver units).

20.2.6 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.

20.3 Allocation of Workloads

20.3.1 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 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 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 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.

20.3.2 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 Deputy Vice-Chancellor 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.

20.4 Requirements for Allocation of Workload

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

20.4.2 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 period of time, being no less than 4 weeks between sessions including examination periods, for teaching-related duties carried out between the cessation of lectures in one teaching session and the commencement of lectures in the next;

(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 20.3.1 (Equity) and 15 (Flexible and Family Working Arrangements).

20.4.3 No employee will be required to engage in teaching that exceeds 220 hours (pro rated according to fraction and period of employment) over the year. An employee may be required to teach an additional 46 hours per year (pro rata) if the teaching is exclusively tutorials, demonstrations or laboratory sessions, and meets the other obligations of clause 20.3.1.

20.4.4 An employee will not be required to undertake 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.

20.4.5 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).

20.4.6 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.
20.4.7 No employee will be required to teach overseas unless stated in the employee's contract of employment or with the agreement of the employee.

20.4.8 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.

20.5 Flexible Teaching Year

20.5.1 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.

20.5.2 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;

20.5.3 A reference to a semester or trimester does not include Residential/Intensive Schools or voluntary teaching in excess of workload in summer schools.

20.5.4 The introduction of flexible teaching year initiatives will comply with clause 20.

20.5.5 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.

20.5.6 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).

20.5.7 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.

20.5.8 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.

20.5.9 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.

20.5.10 An employee will not be required to work in a pattern that would prevent taking a four-week block of annual leave per annum.
20.6 **Part-time Academic Staff**

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

20.7 **Teaching and Supervision Index (TSI)**

20.7.1 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 the census dates for each teaching session.

20.7.2 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 20.7.4.

20.7.3 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.

20.7.4 TSI loads for individual staff members will vary depending on the five principles at sub-clause 20.3.1. Subject to these principles, TSI loads will routinely fall within the cluster ranges shown below, which schools use in the development of their workload policies.

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

20.7.5 These EFTSL parameters may be modified in line with any changes to federal government funding arrangements, by mutual agreement between the University and the NTEU.

20.7.6 Where Course Coordinators 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.
20.7.7 If an 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.

20.7.8 All employees are expected to engage in a combination of teaching, research and 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.

20.8 Unless it can be demonstrated that there is not a future need for a position, the University will, subject to available funding, establish a new position, or fill a vacancy for a position, where there is a demonstrated pattern (over a minimum of four (4) trimesters) of student load in excess of the load carried by employees as determined by this Workloads clause.

20.9 Disputes about Workloads

Disputes about workloads will be resolved using the Dispute Settlement Procedures (clause 58).

20.10 Principles of Availability

20.10.1 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 scheduled School and University meetings, and for interaction and consultation with students and colleagues on a reasonable basis.

20.10.2 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 (2) days or more, and be contactable during these times.

21. CASUAL EMPLOYMENT

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

21.2 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.

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

21.4 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.

21.5 Casual academics:

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

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

21.6 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.
21.7 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.]

21.8 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.

21.9 Casual employees will be eligible to apply for internally advertised University positions.

21.10 A Head of Cost Centre may approve, subject to available resources, a casual employee participating in career development activities if the Head of Cost Centre 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 or English Language Teacher Rate 2 while participating in such career development activities.

21.11 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.

Enhancing Casual Academic Appointment Opportunities

21.12 Where the University has a new or vacant academic position at Level A or B and there are existing casual academic employees within the School or Directorate, advertising of the position will be limited in the first instance. Such positions will be advertised as an Expression of Interest, open only to existing casual academic employees or employees who have been employed casually within the previous 12 month period. Normal merit selection processes will apply and a successful candidate must meet all of the advertised essential selection criteria. Where an appointment is not made following this process, the position may then be advertised more broadly.

21.13 Notwithstanding the above, where it can be demonstrated that a suitable field of casual employees is not available within the School or Directorate, the external advertising of a new or vacant position may occur immediately.

PART D – SALARY AND RELATED MATTERS

22. SALARIES

22.1 The salary and casual rates are set out in Schedules 1, 2 and 3 of this Agreement. Part time employees will receive salary entitlements on a pro-rata basis.

22.2 The following salary increases will apply, with each rate compounding onto the previous salary:

- 1% will be back paid from the first full pay period to commence on or after 1 July 2013 on the salaries in effect in July 2012 (noting that 2% has already been paid administratively)
- 3% from the first full pay period to commence on or after 1 July 2014
- 3% from the first full pay period to commence on or after 1 July 2015
- 3% from the first full pay period to commence on or after 1 July 2016
- 3% from the first full pay period to commence on or after 1 July 2017.

22.3 Employees 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.
22.4 In addition to the increases prescribed in 22.2 above, a one-off increase will be applied to English Language Teacher salary rates. This increase is noted in Schedule 3 and will be applied after the 1% salary increase noted in the first dot point above.

22.5 Annual Leave Loading

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.

23. SUPERANNUATION

23.1 Except as provided in clause 23.5, the University will continue to provide 17% employer contributions to a fund (howsoever called) administered by UniSuper, for new and existing employees in accordance with current eligibility criteria.

23.2 Fixed-term and part-time employees employed on a contract of greater than 12 months will also receive the 17% employer contribution. Where a fixed-term or part-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.

23.3 For Superannuation Guarantee Contribution members only, the legislated employer contribution will be paid to the UniSuper Accumulation Super 1 account.

23.4 All casual employees 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 gross per calendar month, the University will pay the Superannuation Guarantee Contribution employer contribution to the UniSuper Accumulation Super 1 account, inclusive of the 3% employer contribution above.

23.5 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 employee’s request. Any reduction in the employer superannuation contribution will be paid as salary.

23.6 Employees 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.

24. SALARY PACKAGING

Employees may elect packaging of salary for superannuation and other items that may be approved in accordance with University policy from time to time. See also Clause 65 ‘Flexibility’ of this Agreement.

25. OTHER ALLOWANCES

The provisions of Schedule 4 will apply.

26. ACCIDENT MAKE-UP PAY

26.1 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.

26.2 Paid leave will be exclusive of any sick leave entitlement due and owing to the employee.
26.3 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.

27. POSITION CLASSIFICATION

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

PART E - LEAVE

28. LEAVE MANAGEMENT

28.1 Absences from duty i.e. leave, must be covered by a leave application that has been approved by the supervisor, and where necessary with appropriate supporting evidence, and the leave application must be submitted in accordance with relevant University provisions or policies.

28.2 To avoid ambiguity:

28.2.1 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;

28.2.2 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 work will be done during that week.

28.3 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.

29. PUBLIC HOLIDAYS

29.1 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 Sunday, Easter Monday, Anzac Day, Queen’s Birthday, Labour Day, Christmas Day, Boxing Day and any other day/s declared a public holiday in New South Wales under the Public Holidays (NSW) Act 2010 (excluding declared local holidays, for example Armidale Cup Day), in addition to or substitution of any of the above.

29.2 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.

29.3 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.

30. CHRISTMAS BREAK

30.1 Employees (other than casual employees) 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 declared local public holidays.

30.2 Any day which falls during the Christmas break and is declared as a public holiday will form part of the Christmas break.

31. 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.
32. **ANNUAL LEAVE**

32.1 A full-time employee, other than a casual employee, employed under Schedule 1 will be entitled to 150 hours annual leave on full pay for each completed year of service, or on a pro rata basis for any period of service which is less than one completed year.

32.2 ELC Teaching staff, employed under Schedule 3, will be entitled to 140 hours annual leave on full pay for each completed year of service, or on a pro rata basis for any period of service which is less than one completed year.

32.3 ELC Teaching staff employed at the date of approval of this Agreement will be entitled to an additional 35 hours of annual leave per annum for the duration of their current appointment.

32.4 Part-time employees will be eligible for annual leave on a pro-rata basis. Casual employees are not entitled to annual leave.

32.5 The supervisor will ensure that employees are able to take their annual leave entitlement for each year.

32.6 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. The relevant supervisor will not unreasonably delay or withhold approval.

32.7 Annual leave may not be taken in advance of the entitlement accruing.

32.8 Annual leave accrues on a daily basis.

32.9 An employee may accumulate a maximum of 40 days annual leave, unless otherwise planned and mutually agreed between the employee and supervisor.

32.10 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.

32.11 If an employee has accrued, without the supervisor’s agreement, an annual leave credit of more than 40 days, the Supervisor and the employee shall agree on a plan to reduce half the employee’s accumulated annual leave credit within a period agreed with the employee. Such period shall commence no later than within six months of the agreement.

32.12 If an employee, who is eligible for sick leave, produces a satisfactory medical certificate to the effect that he/she has been incapacitated while on annual leave, the University will re-credit the employee with an equivalent period of annual leave.

32.13 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.

32.14 An employee may seek to “cash out” an amount of annual leave in accordance with University policy. Any “cashing out” of annual leave cannot exceed an amount of leave that must be taken at the time that payment is made.

33. **LONG SERVICE LEAVE**

**Eligibility**

33.1 An employee who has completed ten years’ service at the University (whether continuous or broken periods) will be entitled to long service leave. Part time employees will receive entitlements on a pro rata basis.

33.2 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.
33.3 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.

33.4 Public holidays occurring during a long service leave period will be regarded as part of the long service leave.

33.5 Where an employee (other than a casual employee) 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.

33.6 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

33.7 Subject to clause 33.9, 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 Head of Cost Centre consents.

33.8 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.

33.9 Where an employee has accumulated a long service leave entitlement in excess of 4.5 months, the 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:

33.9.1 the employee is given written notice of at least twelve (12) months of the date on which leave must commence;

33.9.2 the employee is not required to take long service leave within twenty four (24) months of written notice of their retirement;

33.9.3 the minimum period of leave the University can require an employee to take will be six (6) weeks;

33.9.4 in any case where an employee has taken leave pursuant to this sub clause the 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

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

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

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

33.10.3 except as provided in clause 33.13 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;

33.10.4 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;
33.10.5 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

33.10.6 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.

33.11 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.

33.12 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.

33.13 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, clause 33.10.5 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.

34. PERSONAL LEAVE

34.1 SICK LEAVE ENTITLEMENT

34.1.1 Employees other than casual employees will be entitled to paid sick leave 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:

(a) Employees will be credited with ten (10) days paid leave in their first year of employment, credited 12 months in advance, or a pro rata amount where the contract is less than one (1) year;

(b) Employees will be credited with an additional forty (40) days paid leave per annum in their second year of employment, credited 12 months in advance;

(c) Employees will be credited with an additional forty (40) days paid leave per annum in their third year of employment, credited 12 months in advance

(d) Employees will be credited with ten (10) days paid leave per annum for subsequent years of employment, credited 12 months in advance.

34.1.2 Leave untaken in the year of accrual is added to an employee’s entitlement on their anniversary date.*

34.1.3 The anniversary date for the purpose of credit of sick leave entitlement is:

(a) for staff employed at the time the Agreement comes into effect, their current anniversary date;

(b) for staff employed after the Agreement comes into effect, their anniversary of appointment.

* The anniversary date for current staff is:

a) for ELC Teaching staff employed at the time of certification of this Agreement and staff employed prior to the time the UNE Academic Staff – Union Collective Agreement 2010-2012, 16 September each year; or

b) for staff employed after the UNE Academic Staff – Union Collective Agreement 2010-2012 coming into effect, their anniversary of appointment.
34.1.4 **Transitional arrangements** will be: at the date the Agreement comes into effect, current continuing employees will maintain their current sick leave balance, with additional leave to be credited based on the employee's years of continuous service, in accordance with clause 34.1.1, on their next anniversary date.

34.1.5 Where a public holiday, which would normally be a working day, falls during a period of sick leave, the absence on the public holiday will not be treated as sick leave.

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

34.1.7 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.

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.

34.2 **Family and Personal Leave**

34.2.1 An employee (other than a casual employee) is entitled to use their sick leave credits for family/carer responsibilities.

34.2.2 An employee (other than a casual employee) is entitled to use up to ten (10) days' of their sick leave credits in any year of service for bereavement/compassionate reasons, or religious, ceremonial and/or cultural reasons.

34.2.3 Where an employee has exhausted their sick leave entitlement, 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 sick leave entitlement.

34.2.4 In the event that an employee has exhausted their sick leave entitlement, an additional two (2) days of paid bereavement/compassionate leave per occasion will be available to employees.

34.2.5 **Family/carer's 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.

34.2.6 **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.

34.2.7 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.
34.3 Casual Employees

34.3.1 Subject to providing notification and medical certificates or other documentation as specified in clause 34.4, casual employees are entitled to be unavailable 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 34.2.3.

34.3.2 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.

34.3.3 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.

34.4 Notification and supporting evidence

34.4.1 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.

34.4.2 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.

35. PARENTAL LEAVE

35.1 In this clause:

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

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

35.1.3 “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

35.1.4 “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.
35.2 Full-time continuing employees are entitled to parental leave in accordance with this clause.

35.3 Part time continuing employees are entitled to parental leave on a pro-rata basis.

35.4 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.

35.5 Casual employees 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.

<table>
<thead>
<tr>
<th>PARENTAL LEAVE TYPE</th>
<th>ENTITLEMENT</th>
<th>CONDITIONS</th>
</tr>
</thead>
</table>
| Maternity/Primary Carer | Up to 52 weeks in total Consisting of:  
• 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. | Leave may commence up to 20 weeks before and 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.  
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. |
| Partner | 8 weeks in total Consisting of:  
• 3 weeks on full pay plus  
• Up to 5 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 | Paid leave to be taken in the period between 3 months prior to and 3 months after the EDB |
## Adoption
Leave for the primary carer of an adopted child

<table>
<thead>
<tr>
<th>52 weeks in total</th>
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</thead>
<tbody>
<tr>
<td>Consisting of:</td>
</tr>
<tr>
<td>• 12 weeks full pay; or</td>
</tr>
<tr>
<td>• 24 weeks on half pay; or</td>
</tr>
<tr>
<td>• Any combination, mutually agreed, equivalent to 12 weeks full pay and remainder unpaid but not exceeding 52 weeks total leave</td>
</tr>
</tbody>
</table>

- Leave to commence on the date of placement of the child

## Foster
Primary carer of a foster child younger than 5 years

<table>
<thead>
<tr>
<th>In any one 12 month period, leave consisting of:</th>
</tr>
</thead>
<tbody>
<tr>
<td>• 105 hours paid leave; or</td>
</tr>
<tr>
<td>• 210 hours leave on half pay</td>
</tr>
</tbody>
</table>

- Leave to be taken from the time the child enters their care

Child 5 years or older on long term placement

<table>
<thead>
<tr>
<th>In any one 12 month period, leave consisting of:</th>
</tr>
</thead>
<tbody>
<tr>
<td>• 56 hours paid leave; or</td>
</tr>
<tr>
<td>• 105 hours leave on half pay</td>
</tr>
</tbody>
</table>

## Child Rearing
Care of pre-school age children up to 6 years

<table>
<thead>
<tr>
<th>Consisting of:</th>
</tr>
</thead>
<tbody>
<tr>
<td>• 52 weeks unpaid</td>
</tr>
</tbody>
</table>

- 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

- 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.

- Clean, private space with access to a refrigerator will be provided for the purpose of breast feeding and/or expressing milk during breaks.

### 35.6
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 Employees

### 35.7
The University must not refuse to re-engage a fixed term employee because:

- 35.7.1 the employee or employee's partner is pregnant; or
- 35.7.2 the employee is or has been immediately absent on parental leave.
35.8 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.

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

35.10 Parental leave does not break continuity of service.

35.11 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.

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

35.13 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.

35.14 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.

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

35.16 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

35.17 A replacement employee is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on parental leave.

35.18 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

35.19 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.

35.20 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.

35.21 Once an employee has returned to work, any further working arrangements will be considered through the Flexible and Family Working Arrangements.

Documentation

35.22 Appropriate certification relating to the birth, adoption or fostering of the child must be produced if required by the University.

35.23 For partner or primary carer leave, appropriate documentation (which may be a statutory declaration) will be required to prove the relationship to the child.

Implementation

35.24 All paid parental leave entitlements pursuant to this clause will be centrally funded by the University.

35.25 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:
35.25.1 access professional development opportunities, activities and functions; or
35.25.2 make application and be considered for internal jobs or secondment opportunities
where they indicate that they are available to take up any resulting offers.

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

35.27 An employee during their Parental Leave will be consulted concerning any significant change
in responsibilities proposed for the employee’s substantive position.

35.28 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.

**Notice Requirements**

35.29 Employees are required to provide the following notice and documentation to the University:

<table>
<thead>
<tr>
<th>Event</th>
<th>Period of Notice</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expected date of birth (EDB)</td>
<td>10 weeks</td>
</tr>
<tr>
<td>Date parental leave is to commence and the length of leave to be taken unless the expected date of birth or adoption/fostering of a child takes place earlier than the expected date</td>
<td>4 weeks</td>
</tr>
<tr>
<td>Intention to extend leave including intended period of extended leave (within the provisions of this agreement)</td>
<td>14 days prior to expiration of original leave</td>
</tr>
<tr>
<td>Intention to return to work at expiration of leave</td>
<td>4 weeks</td>
</tr>
<tr>
<td>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</td>
<td>4 weeks</td>
</tr>
<tr>
<td>Request for child rearing leave</td>
<td>3 months</td>
</tr>
<tr>
<td>Application for extension to child rearing leave</td>
<td>3 months prior to expiration of original child rearing leave</td>
</tr>
</tbody>
</table>

36. **JURY AND WITNESS LEAVE**

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

36.1.1 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

36.1.2 take annual leave or long service leave.

36.2 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.

36.3 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.

37. **DOMESTIC VIOLENCE LEAVE**

37.1 The University recognises that employees may sometimes experience situations of violence
or abuse in their personal life that may affect their attendance or performance at work.

37.2 The Director of Human Resource Services will approve paid leave on a case by case basis
where supporting evidence is provided.
37.3 The University will offer employees experiencing domestic violence a broad range of support. This includes where appropriate:

- flexible working arrangements, including changes to working times consistent with the needs of the work unit and/or
- use of the Employee Assistance Program (access to a registered psychologist) and/or
- changing work location (where practicable), telephone number or email address.

37.4 Supporting evidence of treatment for domestic violence may be required by the University and could take the form of a document issued by the police service, a court, a medical practitioner, a domestic violence support service or lawyer, or a counseling professional.

37.5 The Joint Consultative Committee will develop guidelines to supplement this clause and which details the appropriate action to be taken in the event that an employee reports domestic violence.

PART F – ENGLISH LANGUAGE TEACHER SPECIFIC MATTERS

38. CLASSIFICATIONS AND CATEGORIES

38.1 On appointment, English Language Teachers will be placed on a salary level commensurate with the level for their qualifications and experience:

38.1.1 Category A commences at a minimum of Level 4 with a maximum of Level 10
38.1.2 Category B commences at a minimum of Level 3 with a maximum of Level 10
38.1.3 Category C commences at a minimum of Level 2 with a maximum of Level 10
38.1.4 Category D commences at a minimum of Level 1 with a maximum of Level 7 provided that a Category D employee who achieves Level 7 may be promoted beyond that Level where that employee can demonstrate that she/he is able to carry out the full range of duties carried out by a Category A, B or C employee.

38.2 Employees will be assigned to one of the following categories based on their qualifications and experience:

38.2.1 Category A – Doctoral or Master’s Degree in Applied Linguistics or a TESOL-related field, Bachelor’s Degree and Diploma in Education or equivalent;
38.2.2 Category B – Bachelor’s Degree in TESOL-related field and Diploma in Education or equivalent; or Bachelor’s Degree in Education plus recognised TESOL certification;
38.2.3 Category C – Bachelor’s Degree and recognised TESOL certification; or Bachelor’s Degree including TESOL practical and theoretical pedagogy;
38.2.4 Category D – Bachelor’s degree and teaching qualification plus relevant classroom teaching experience; or other qualifications not provided for above and/or expected to acquire minimum TESOL qualifications.

38.3 Employees will be accredited with teaching experience and be allocated a higher salary in accordance, with the following:

38.3.1 One (1) increment for each year of full-time equivalent TESOL teaching or equivalent; or
38.3.2 One (1) increment for each two (2) years of full-time equivalent teaching in other languages to a maximum of three (3) increments.

38.4 Whenever practical, teaching positions will be offered as continuing positions and/or continuing contingent positions and/or fixed-term positions. Wherever practical, the ratio of hours taught by continuing and/or continuing contingent and/or fixed-term employees to hours taught by casual employees shall not be less than 3:1.
38.5 ROLE DESCRIPTORS

Academic Manager

The Academic Manager is an experienced ELICOS teacher with additional language centre management experience. The Academic Manager ensures the development and maintenance of high quality operations of the English Language Centre (ELC), makes a proactive, substantial and strategically significant contribution to the work of the management team of the ELC, and demonstrates leadership in developing and maintaining Quality Assurance mechanisms covering all academic aspects of ELC operations.

Head Teacher

The Head Teacher is an experienced ELICOS teacher and is responsible for coordinating the teaching of all ELC programs. The Head Teacher carries out related supervisory, administrative and professional duties as necessary to ensure the continued provision of English Language programs of the highest quality, and participates proactively and effectively in development activities to enhance the professional standards of the English Language Centre.

English Language Teachers

English Language Teachers are responsible for designing, teaching, evaluating and documenting effective courses or course components of general, academic and specific purpose English programs for international students from non-English speaking backgrounds. They perform related administrative and professional duties required to ensure the continued provision of English Language programs of the highest quality, support students, and actively participate in professional development activities to enhance the professional activity of the ELC.

39. DUTIES AND TIME ALLOCATION

39.1 Full time teaching employees are appointed for thirty five (35) hours per week allocated as:

39.1.1 A maximum of twenty (20) hours face-to-face teaching (and/or supervision of students in scheduled classes, tutoring and excursions); and

39.1.2 Other non-teaching duties for the balance of the working week, including but not limited to, professional development, preparation for teaching, marking, student advice, administrative tasks, attendance at meetings, program and resource development.

39.2 The allocation for part-time ESL Teachers is on a pro-rata basis as follows:

<table>
<thead>
<tr>
<th>EFT</th>
<th>Classroom Teaching</th>
<th>Non-Teaching Duties</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.0</td>
<td>20 hours</td>
<td>15 hours</td>
</tr>
<tr>
<td>0.9</td>
<td>18 hours</td>
<td>13.5 hours</td>
</tr>
<tr>
<td>0.8</td>
<td>16 hours</td>
<td>12 hours</td>
</tr>
<tr>
<td>0.7</td>
<td>14 hours</td>
<td>10.5 hours</td>
</tr>
<tr>
<td>0.6</td>
<td>12 hours</td>
<td>9 hours</td>
</tr>
<tr>
<td>0.5</td>
<td>10 hours</td>
<td>7.5 hours</td>
</tr>
<tr>
<td>0.4</td>
<td>8 hours</td>
<td>6 hours</td>
</tr>
<tr>
<td>0.3</td>
<td>6 hours</td>
<td>4.5 hours</td>
</tr>
</tbody>
</table>

39.3 The casual teaching rate as referred to in Schedule 3 includes one hour of face-to-face teaching and three-quarters of an hour of non-teaching duties.
39.4 In cases where the workload involved in discharging the responsibilities of teaching a particular module is agreed by the Director to be exceptionally demanding, Fixed Term and/or Casual teaching employees will be paid an appropriate number of hours at the non-teaching rate, while Continuing and/or Continuing-contingent teaching employees may be provided with an appropriate number of hours taken as time-in-lieu during non-teaching periods.

39.5 Coordinators of teaching or study tour programs are responsible for the design, preparation (where necessary including teaching materials), assessment, evaluation and reporting of specific programs, together with all associated administrative tasks. In cases where the workload involved in such program coordination is agreed by the Director to be exceptionally demanding, Fixed Term and/or Casual teaching employees will be paid an appropriate number of hours at the non-teaching rate, while Continuing and/or Continuing-contingent teaching employees may be provided with an appropriate number of hours taken as time-in-lieu during non-teaching periods.

39.6 During reduced or non-teaching periods it is expected that employees will engage in professional activity appropriate to the ELC, including, but not limited to, development of programs, preparation for future teaching, revision of materials, review of course records, syllabus and materials development and/or review, evaluation and report writing.

40. HIGHER DUTIES ALLOWANCE

40.1 An employee who temporarily performs the duties of a higher classified position will be entitled to be paid an allowance at the rate equal to the difference between the employee's salary and the minimum salary for the higher graded position (or pro rata if undertaking part of the duties of a higher classification), subject to performing such duties for a period of five (5) consecutive working days or more and for a maximum period of twenty six (26) weeks continuous duty or more if appropriate, or to cover an employee on leave or otherwise absent from duties or while recruitment action is occurring to fill a position. Part-time and fractional employees should be given equal consideration.

40.2 An employee who is recognised as the deputy or assistant of a more senior employee and whose normal duties include deputising for the senior employee will not be eligible for higher duties allowance except if they perform the duties for 10 consecutive working days or more.

40.3 Leave taken will be paid at the higher duties rate when such leave is taken during the period of higher duties or, for annual leave, immediately following the period of higher duties.

41. TEACHING LOAD

41.1 National ELICOS Accreditation Scheme (NEAS) guidelines state that there will be no more than 18 students in a class with an average class size of 15. In cases of study tours and other groups not covered by NEAS guidelines, there will be no more than 20 students in a class, unless the Supervisor has consulted with the responsible employees and ensured that appropriate support is in place.

PART G – MANAGING ORGANISATIONAL CHANGE

42. WORKPLACE CHANGE

42.1 The University will manage workplace change in a transparent and constructive manner so as to avoid and minimise any adverse effects on employees, while ensuring that the University is able to adapt appropriately to changing strategies, plans and circumstances. The views of staff and the NTEU will be valued and taken into account by the University.
42.2 Many changes that take place in the workplace can be relatively minor and, as a consequence, will be addressed at the workplace level through direct local discussion and consultation with employees and/ or the School/Cost Centre with a view to reaching agreement on mutually acceptable solutions and alternatives. Where a change will include a change to an academic program, consultation shall occur with appropriate academic decision-making bodies before a workplace change document is issued.

42.3 Employees who are likely to be affected by major change, together with the NTEU, will be meaningfully involved in the consideration of change proposals throughout the process. This includes all stages, from the development of a formal proposal to implementation issues once the change is determined. The University will include employees who are on leave in the consultative process.

42.4 Major workplace change is where it is anticipated that one or more of the following may occur:
   • redundancy/ies; or
   • a targeted reduction in the workforce within a School/Cost Centre which will have a significant impact on that School/Cost Centre; or
   • significant changes to the composition, structure or size (including outsourcing) of the workforce not including reporting line changes; or
   • the restructuring of work required of employees 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.

42.5 The University will use every effort to avoid forced retrenchments. Where practicable, the University will achieve reductions through natural attrition, or appropriate voluntary measures as outlined in sub clause 42.14.

Consultation

42.6 The consultation period is the period before a final decision is made, where employees and the NTEU are given the opportunity to:
   (a) express their views on the proposed change,
   (b) provide alternative options to the change, and
   (c) have real and meaningful input into the change process and the final decision.

42.7 Employees and the NTEU will have a consultation period of a minimum of ten (10) working days. This may be extended up to a maximum of 20 working days at the request of affected employees, the NTEU or the University.

42.8 For a major workplace change, the University shall initiate a consultation process which will include the distribution of a draft workplace change document to those employees that may be directly affected by the proposed major workplace change and the NTEU. Distribution will occur no less than five full working days prior to the initial meeting, in accordance with sub clause 42.9.

42.9 An initial meeting will be organised by the University to present, discuss and respond to the proposal and alternatives and to discuss implementation and measures to avert or mitigate negative impacts on employees. Affected employees shall be provided with reasonable opportunity to attend meetings.

42.10 An additional meeting, or meetings, will be organised by the University if requested by an affected employee or a NTEU.

42.11 The draft workplace change document will include all relevant information about the change proposed, including, but not limited to:
   42.11.1 the nature of and rationale for the change, including objectives and aims;
42.11.2 the potential benefits for staff and possible adverse effects on staff, including transfers, redundancies or redeployments, outsourcing equity impact; workload implications, training and professional development issues. Where possible redundancies are identified, the document will also include the rationale for the redundancy being genuine, and specify the fair and objective criteria that will be the basis of selecting staff to be identified as excess employees;

42.11.3 measures for averting or mitigating any potentially negative impact on employees including any workload implications;

42.11.4 relevant financial information;

42.11.5 organisational charts and position descriptions; and

42.11.6 the timeframe for the proposed change process.

42.12 The consultation period may be extended beyond twenty (20) working days by UNE.

42.13 Development of responses to the change proposal will be considered to be part of normal duties.

42.14 At the point during the consultation process that it becomes clear that forced redundancies may be required, the University will provide employees with an opportunity to apply in writing for any measures which may mitigate any negative impact on employees. Such voluntary measures may include but are not limited to leave without pay, voluntary conversion to part time 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, employees will be advised of the outcome of their application before the consultation process is completed. Nothing in the consultation phase will preclude employees from also being offered in the final workplace change plan any voluntary separation or other measures which may mitigate any negative impact on employees.

42.15 Subsequent to subclause 42.14, the employees whose positions have been identified as redundant will be formally advised in writing of this.

Final workplace change plan

42.16 Following the consultation period, the University shall give prompt and genuine considerations to matters raised by affected employees and the NTEU, in relation to the discussion paper and meeting(s) held. The University shall explore all reasonable options and wherever reasonably practicable, adopt options to avert job losses.

42.17 The University shall distribute the final workplace change plan to all affected employees and the NTEU. The final workplace change plan will include all relevant information in accordance with sub clause 42.11 and will respond to matters raised in the consultation process and include reasonable timeframes for implementation.

42.18 Existing continuing employees shall continue to hold the position where the duties of a position are not significantly changed.

42.19 Where the duties of a position are significantly changed, or there are new position/s created, potentially redundant employees will be considered first for those positions prior to commencing a recruitment process.

42.20 Fair, transparent and objective criteria will be used to place employees in remaining positions.

42.21 An employee potentially facing retrenchment may seek, and will then be provided with:

42.21.1 access to appropriate support from within the University to assist in seeking alternative employment; and/or

42.21.2 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.

42.22 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.
42.23 At any time during a change process, where potential redundancies have been identified, employees will be encouraged to seek professional financial advice regarding their options. To assist in this decision-making, the University will allow employees 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.

Retrenchment Review

42.24 Where an employee has been formally advised 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 42.26 – 42.28) 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.

42.25 Within 10 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.

42.26 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 this clause. 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 whether:

42.26.1 there is a genuine redundancy;
42.26.2 fair and objective criteria have been used to select the employee making the application for review as an excess employee; and
42.26.3 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.

42.27 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.

42.28 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.

Roster Changes

42.29 Where it is proposed that an employee’s ordinary hours of work be changed, the employee and their representative will be provided with information about the proposed change and be invited to give their views about the impact of the proposed change. Any views will be taken into consideration by the supervisor prior to confirmation of any changes.

Finalisation of workplace change process

42.30 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.
43. VOLUNTARY SEPARATION

43.1 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 45 Redundancy.

43.2 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.

44. TRANSFER

Transfers will only occur by mutual agreement.

45. REDUNDANCY

45.1 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.

45.2 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

45.3 The minimum value of the voluntary separation/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).

45.4 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.

45.5 The maximum retrenchment package payable under sub clauses 45.3 and 45.4 will be no more than 52 weeks.

45.6 An employee will receive redundancy payments as per clause 45 or the redundancy pay due under the National Employment Standard, whichever is the greater.

Notice Period

45.7 An employee who is retrenched will be entitled to twenty six (26) weeks payment in lieu of notice in addition to the retrenchment payment.

45.8 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

45.9 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 if an employee’s position being surplus will be reimbursed to the employee.
PART H – MANAGING PERFORMANCE

46. PERFORMANCE PLANNING, DEVELOPMENT AND REVIEW SYSTEM

46.1 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.

46.2 The University is also committed to providing all employees with career development opportunities when they are available.

46.3 The Performance Planning, Development and Review System applies to all employees (excluding casual employees).

46.4 The Performance Planning, Development and Review System is designed to provide all employees with an opportunity to plan and discuss career and development options with their supervisor.

46.5 The UNE Performance Planning, Development and Review System will:

- 46.5.1 enhance the flexibility, performance and efficiency of employees in all required skills, while encouraging innovation and diversity, and in particular develop and build leadership, management and supervisory and technical skills;
- 46.5.2 provide effective and fair processes for the assessment of employees performance, including the opportunity for employees to contribute fully to the process, respond to comments and suggestions;
- 46.5.3 provide appropriate career development and training, and encourage and facilitate professional growth, skills acquisition, job satisfaction and career planning;
- 46.5.4 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;
- 46.5.5 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;
- 46.5.6 provide a mechanism for constructive recognition, support and feedback within a supportive and collegial working environment.

46.6 A supervisor who identifies unacceptable performance by an employee and wishes to take disciplinary action must follow clause 50 Unsatisfactory Performance of this Agreement.

46.7 The Performance Management System applies to all employees (excluding casual employees), and includes assessments of employee performance for the purpose of:

- 46.7.1 Professional and career development ("formative appraisal");
- 46.7.2 Incremental progression;
- 46.7.3 Probation;
- 46.7.4 Performance;
- 46.7.5 Cyclical performance review; and
- 46.7.6 Promotion.

Supervisors

46.8 Each employee will be advised in writing of their nominated supervisor. Employees may make a case to the relevant Senior Executive for an alternative supervisor to be designated for the purpose of performance management.
46.9 Supervisors are responsible for implementing the Performance Planning, Development and Review 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.

46.10 They will discuss with their employees the following matters:

46.10.1 workplace and external developments that affect the employees and their unit;
46.10.2 opportunities for initiatives, innovation and engagement that would directly involve the employees, including realignment of their activities and priorities to best support University strategies;
46.10.3 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;
46.10.4 training and professional development needs of the employees;
46.10.5 any other matter that any employee raises.

46.11 Employees should discuss career development opportunities with their supervisor.

46.12 A written record will be kept of such discussions and held by the supervisor for future discussions with affected employees if required.

46.13 Career development opportunities that may be appropriate through the Performance Planning, Development and Review 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 or external committees, and work or study fellowships.

46.14 All supervisors will undertake training in relation to Performance Planning, Development and Review. This training will be completed prior to the Performance Planning, Development and Review System process being initiated by the supervisor. It is the expectation that all employees will familiarise themselves with the University Performance Planning, Development and Review policy and processes.

47. STUDY LEAVE

47.1 The objective of study leave is to strengthen the University by fostering the intellectual, professional, and career development of its academic employees. The University is committed to the on-going development of its academic employees by providing the opportunity for sustained research and delivery of scholarly outcomes during a period free from teaching and administrative duties.

47.2 All eligible employees are able to apply for special study leave, in accordance with University policy.

47.3 Employees who hold a continuing position (full-time or fractional), and who have held such a position for at least three years, are eligible to apply for study leave (on a pro-rata basis).

47.4 Applications will be assessed using fair, equitable and objective criteria.

48. INCREMENTAL PROGRESSION

48.1 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.

48.2 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.
48.3 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:

48.3.1 a supervisor has concerns that an employee’s performance would not justify the award of an increment; and

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

48.3.3 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.

48.4 If the supervisor still has concerns about the employee’s performance then the provisions of clause 50 must be initiated as unsatisfactory performance.

48.5 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.

48.6 Any dispute arising out of this clause will be dealt with in accordance with clause 58, Dispute Resolution 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.

49. PROBATION

49.1 Employees who are deemed early-career academics will be subject to a probationary period, comprising a mandatory period of twelve-months and a confirmation period of up to two years. Part or all of the confirmation period may be waived where the staff member is operating at a more than satisfactory level.

49.2 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 and the UNE Position Classification Standards.

49.3 For the purposes of this clause, “early-career academic” will mean an employee appointed to a Level A or Level B position who has had less than five years’ regular permanent and/or fixed term teaching/research employment.

49.4 During the mandatory probationary period of an employee, the Unsatisfactory Performance Procedures as provided within clause 50 do not apply.

49.5 Any second or subsequent fixed-term contract to the same or similar position will not contain a probationary period.

49.6 Throughout the probation period a process of regular formal and informal feedback shall occur. A formal appraisal of performance shall be provided to the employee by the supervisor at the end of the first six months. 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 matters raised and will be given reasonable opportunity and appropriate support to improve their performance.

49.7 If the University forms the view that the probationary appointment may be terminated, 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 may be terminated. An employee will be advised of, and given an opportunity to respond to, any adverse material about the employee which the University intends to rely upon in deciding to terminate the employee’s employment.

49.8 Within the first six months of employment, nothing other than the provisions of this clause, shall prevent the University from terminating the employment of an academic for obvious and substantial, or obvious and repeated, and demonstrated unsuitability for the position.
49.9 If the University determines to terminate the employment of the employee during a mandatory probation period, the University will provide two weeks’ notice or two weeks’ pay in lieu of such notice.

49.10 If the University decides to terminate the employment of an academic employee during the confirmation period, the employee will receive twenty-six (26) weeks’ notice or payment in lieu thereof.

50. UNSATISFACTORY PERFORMANCE

50.1 The purpose of this clause is to ensure that issues of unsatisfactory performance are managed in a consistent and transparent manner. Staff are to be provided with all relevant information on issues of concern and given opportunity and support to improve their performance. Heads of Cost Centres, or Delegates, must provide employees with regular feedback on their performance as outlined in Clause 46 (Performance Planning, Development and Review System).

Definitions

50.2 Delegate means a relevant senior employee of UNE, including Deputy Head of School.

50.3 Head of Cost Centre means the Head of School or Director (as the case may be) of the relevant School or Directorate.

50.4 Unsatisfactory Performance means a level of performance that is unacceptable, and may include, but is not limited to:

50.4.1 unsatisfactory, inefficient or negligent performance of the specified duties of the position held;

50.4.2 persistent, unsupported absence or lateness, or persistent unavailability;

50.4.3 persistent substantiated complaints by students or other employees about not achieving the required and reasonable standard of work duties and responsibilities or meeting deadlines; and/or

50.4.4 inadequate completion of administrative tasks or other responsibilities without reasonable justification.

50.5 University Officer means a Senior Executive or Head of Cost Centre who has had no prior involvement in the process.

Management of Unsatisfactory Performance

50.6 Heads of Cost Centres, or Delegates, are responsible for managing the performance of employees reporting to them.

50.7 Before taking any other measures set out in this clause a Head of Cost Centre, or Delegate, must make every reasonable effort to resolve instances or aspects of an employee’s performance which are viewed as possibly unsatisfactory. This includes provision of guidance, support, counselling, appropriate staff development measures and, if considered necessary, variation of work allocation. Only when all such efforts fail to rectify the possible unsatisfactory performance should the following formal process be undertaken.

50.8 At any time in this process a staff member can seek the advice and support of Human Resource Services.

50.9 Where a Head of Cost Centre, or Delegate, forms the view that the performance of an employee is unsatisfactory the Head of Cost Centre, or Delegate, will:

50.9.1 meet with the employee and inform the employee of the aspects of performance which are viewed as being unsatisfactory; and

50.9.2 document within a performance improvement plan the improvements required to resolve the employee’s unsatisfactory performance. This includes a reasonable review period within which the necessary improvements are expected and set dates during that period when progress will be reviewed; and
50.9.3 if considered appropriate, direct the employee to undertake specified staff development activities; and

50.9.4 provide the employee with an opportunity to bring to attention any mitigating circumstances or other relevant matters; and

50.9.5 take into account any mitigating circumstances or other relevant matters which the employee may bring to the Head of Centre’s, or Delegate’s, attention and provide the employee with a document which sets out the matters referred to in (a) to (d) at the commencement of the review period; and

50.9.6 one or more review meetings will be held between the Head of Cost Centre, or Delegate, and the employee concerned. Where necessary, the review period as set out in subclause 50.9.2 may be extended.

50.10 If at the conclusion of the first review period the Head of Cost Centre, or Delegate, is of the view that the employee’s unsatisfactory performance has not improved to a satisfactory level, the Head of Cost Centre, or Delegate, will undertake a further review and determine if there are additional support and development options, which may include counselling, to provide the employee with further opportunity to improve their performance.

50.11 If at the conclusion of a review period the Head of Cost Centre, or Delegate, is of the view that the employee’s performance has improved to a satisfactory level, the Head of Cost Centre, or delegate, will advise the employee in writing that the unsatisfactory performance process has been completed.

50.12 If at the conclusion of the second review period the Head of Cost Centre, or Delegate, is of the view that the employee’s unsatisfactory performance has not improved to a satisfactory level, the Head of Cost Centre, or Delegate, will report the matter to the Head of Cost Centre or appropriate Senior Executive. Any report must set out the aspects of the employee’s performance viewed as being unsatisfactory, together with the steps taken to improve their performance. A copy must be provided to the employee at the same time it is submitted to the Head of Cost Centre or appropriate Senior Executive. The employee may submit a written response to the Head of Cost Centre or appropriate Senior Executive within ten (10) working days.

50.13 Where the Head of Cost Centre has been involved in the process to subclause 50.11, the report referred to in subclause 50.12 will be made to the appropriate Senior Executive. The Senior Executive may delegate their responsibilities to a University Officer.

50.14 Upon receipt of a report made in accordance with subclause 50.12, and the employee’s written response, where relevant, the Head of Cost Centre or Senior Executive or University Officer (HCC/SnrEx/UO) will:

50.14.1 meet with the employee; and

50.14.2 consider the report and any response submitted by the employee; and

50.14.3 determine whether the steps required by this clause have been undertaken; and

50.14.4 if so, determine whether a reasonable opportunity has been afforded to the employee to resolve the unsatisfactory performance; and

50.14.5 determine whether any mitigating circumstances or other relevant matters bought to attention by the employee have been taken into account; and

50.14.6 where the employee has so requested, confidentially consult with colleagues of the employee.

50.15 Where the HCC/SnrEx/UO is not satisfied in relation to any of the matters set out in subclause 50.14.1 to 50.14.6, the report must be returned to the HCC/SnrEx/UO with a direction as to the measures to be undertaken to satisfy subclause 50.14.1 to 50.14.6 and the employee advised of those measures.

50.16 Where the HCC/SnrEx/UO is satisfied in relation to each of the matters set out in subclause 50.14.1 to 50.14.6, they may:

50.16.1 dismiss the matter; or
50.16.2 where there is substance in the allegations, reprimand the employee and/or recommend counselling. A copy of the formal notice of reprimand is recorded on the employees personnel file; or

50.16.3 where the seriousness of the matter warrants, recommend to the Vice-Chancellor disciplinary action, which is limited to:

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

(b) withholding a salary increment for up to one (1) year; or

(c) that consideration is given to termination of employment. Termination of employment would only be for unresolved unsatisfactory performance.

50.17 The HCC/SnrEx/UO Officer must advise the employee in writing of the outcome.

50.18 For action taken in accordance with subclause 50.16.2 to 50.16.3, the HCC/SnrEx/UO must advise the employee they may seek a review of the decision in accordance with subclause 50.19.

50.19 A review of the action taken in accordance with subclause 50.16.2 to 50.16.3 must be on one or more of the following grounds:

50.19.1 there is insufficient evidence to support the finding of unsatisfactory performance;

50.19.2 the procedures of this clause have not been followed;

50.19.3 the proposed disciplinary action is unreasonable in light of the level of unsatisfactory performance;

50.19.4 mitigating circumstances.

50.20 The request for a review must be in writing, to the Vice-Chancellor, and received within five (5) working days from the receipt of the written advice, in accordance with subclause 50.17.

50.21 Where the employee seeks a review of the decision, in accordance with subclause 50.19, the Vice-Chancellor must establish a Review Panel within ten (10) working days to consider the case for review.

50.22 Where an employee does not seek a review of a recommendation, in accordance with subclause 50.19 within five (5) working days, the Vice-Chancellor will consider the recommendations of the HCC/SnrEx/UO and any written response from the employee and will determine such action as is deemed reasonable and appropriate in accordance with this clause. The Vice Chancellor will advise the employee in writing of their decision within ten (10) working days from the receipt of the written advice, in accordance with subclause 50.16.3.

Review Panel

50.23 A Review panel will be constituted as follows:

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

50.23.2 an employee nominated by the University; and

50.23.3 an employee nominated by the NTEU.

50.24 The panel members will not have been materially involved in any way in the process.

50.25 The panel will convene no later than ten (10) working days (where practicable) from the date of receipt of the request for review, unless the Vice-Chancellor and the affected employee mutually agree an alternative timeframe.

50.26 The Review Panel will:

50.26.1 conduct proceedings in private, unless the employee and the University agree otherwise;
50.26.2 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);

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

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

50.26.5 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);

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

50.26.7 take into account any mitigating circumstances or other relevant matters which the employee may bring to the Review Panel’s attention;

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

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

50.27 The Review Panel Report will include findings relating to:

50.27.1 whether there was sufficient evidence to support the finding of unsatisfactory performance;

50.27.2 whether the process was properly followed; and/or

50.27.3 whether the formal reprimand or recommended disciplinary action is commensurate with the level of unsatisfactory performance.

50.28 Upon receipt of the Review Panel's Report, the Vice-Chancellor will consider the Report of the Review Panel, any recommendations of the Head of Cost Centre or Senior Executive and any written response from the employee and:

50.28.1 uphold or dismiss the recommendation of the Review Panel; and/or

50.28.2 where appropriate, determine the process for reconsidering the matter; and/or

50.28.3 take any appropriate disciplinary action in accordance with this clause.

50.29 The Vice Chancellor will advise the employee in writing of their decision within five working days.

50.30 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.

51. MISCONDUCT/SERIOUS MISCONDUCT

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

51.1.1 conduct 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

51.1.2 a dereliction of duties.

51.2 Serious misconduct means:

51.2.1 conduct 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
51.2.2 a serious dereliction of duties.

Procedures

51.3 For the purposes of this clause, a University Officer will mean a relevant senior employee of UNE who has had no prior involvement in the process of the alleged misconduct or serious misconduct. The University Officer will act impartially and without bias.

51.4 An allegation/s of misconduct/serious misconduct must be dealt with in a timely manner. Where delays cannot be avoided, an explanation for the delay should be provided to the parties involved.

51.5 Where there is an allegation/s of misconduct or serious misconduct, the supervisor or other relevant University officer will undertake or arrange preliminary investigations or reasonable enquiries to determine an appropriate course of action to deal with the matter. This will include talking to the employee who is the subject of the allegations.

51.6 Where the supervisor or relevant University officer considers there is no merit to the allegation(s) the matter will be dismissed and the employee notified in writing.

51.7 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 allegation/s of misconduct/serious misconduct will be prepared and referred to the Head of Cost Centre (or relevant University officer if the University believes appropriate given the nature of the allegations) and a copy provided to the employee.

51.8 The Head of Cost Centre or relevant University officer (hereafter referred to as ‘the Delegate’) will consider any formal allegation/s of misconduct and/or serious misconduct.

51.8.1 If it is considered that the allegation/s warrant no further action or should be dismissed, the Delegate will advise the employee accordingly and the matter will be closed.

51.8.2 If it is considered that the allegation/s warrant being taken further, then the Delegate may proceed to deal with the matter in accordance with clauses 51.9 – 51.13.

51.9 Where the Delegate proceeds with the matter in accordance with subclause 51.8.2, the Delegate will notify the employee in writing and in sufficient detail to enable the employee to understand the precise nature of the allegation/s and to properly consider and respond to them. The employee will be given ten (10) working days to submit a written response.

51.10 Where the employee fails to provide a written submission without reasonable explanation, the Delegate may proceed to determine the case in accordance with 51.12. Where a reasonable explanation is provided, the Delegate will notify the employee in writing that they have an additional ten (10) working days to provide a written response.

51.11 Where the employee denies the allegation/s in full, or admits in some parts but denies in others, the Delegate will establish a Misconduct Investigation Committee within 10 working days (where practicable) to consider the allegation/s that the employee has denied. The employee will be advised in writing.

51.12 Where the employee admits the allegation/s in full, or is prepared to accept the allegation/s in full, or fails to provide a written response in accordance with subclause 54.10, the Delegate may take one of the actions listed below and advise the employee accordingly:

51.12.1 dismiss the matter; or

51.12.2 counsel and/or censure the employee for unsatisfactory behaviour and/or arrange for appropriate professional development; or

51.12.3 refer the matter in writing to the relevant senior executive.

51.13 Where action is taken in accordance with subclause 51.12.1 – 51.12.2, action as per 51.21 will occur.

51.14 Where the Delegate refers the matter to the relevant senior executive in accordance with subclause 51.12.3, the relevant senior executive assesses that the conduct is misconduct or serious misconduct, and may, after considering any mitigating circumstances, take appropriate action as set out below:
51.14.1 reprimand the employee, and a copy of the formal notice recorded on the employees personnel file; or

51.14.2 recommend to the Vice-Chancellor disciplinary action, which is limited to:
(a) withholding a salary increment for up to one (1) year; or
(b) demotion to a lower level position with the resulting reduction in salary for persistent and unresolved unsatisfactory performance; or
(c) that consideration is given to termination of employment. Termination of employment would only be for serious misconduct.

Misconduct Investigation Committee

51.15 Where a misconduct or serious misconduct matter is referred to a Misconduct Investigation Committee (MIC or the Committee), the Delegate will convene the Committee within ten (10) working days (where practicable).

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

51.16.1 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 Joint Consultative Committee);

51.16.2 an employee nominated by the University; and

51.16.3 an employee nominated by the NTEU.

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

51.18 The Committee will:

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

51.18.2 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);

51.18.3 provide an opportunity for the employee to be interviewed, and ensure an adequate opportunity to answer the allegation/s and to put a case;

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

51.18.5 provide the right for the employee (and their representative) and the Delegate (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);

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

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

51.18.8 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

51.19 The employee will have ten (10) working days after being sent the Investigation Committee’s report or a report pursuant to sub clause 51.14.2c) 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.

51.20 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.

51.21 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.

51.22 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

51.23 The Vice-Chancellor may suspend the employee pending further investigation if the alleged conduct creates a reasonable expectation of imminent or serious risk to any person/s or to the University’s business. Where such suspension occurs, the suspension will be on full pay and all time on suspension shall count as service for all purposes. The staff member will be advised in writing of the reasons for the suspension.

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

52. DOCUMENTATION

52.1 A record of any formal meetings dealing with performance or reports there from will be kept and a copy supplied to the employee concerned.

52.2 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.

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

PART I – CESSATION OF EMPLOYMENT

53. RESIGNATION

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

53.2 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.
54. TERMINATION OF EMPLOYMENT

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

54.2 Within the first six months of employment, the University may terminate the employment of a non-probationary academic for obvious and substantial, or obvious and repeated, and demonstrated unsuitability for the position.

Notice upon Termination

54.3 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:

<table>
<thead>
<tr>
<th>Period of continuous service</th>
<th>Period of notice</th>
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<tbody>
<tr>
<td>Up to the completion of 3 years</td>
<td>2 weeks</td>
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<tr>
<td>More than 3 years and up to the completion of 5 years</td>
<td>3 weeks</td>
</tr>
<tr>
<td>More than 5 years and over</td>
<td>4 weeks</td>
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54.4 In addition to this period of notice, employees who are over 45 years of age at the time notice is given and who have at least two (2) years’ continuous service with the University will receive an additional one (1) week of notice.

54.5 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.

54.6 The University may terminate the employment of casual employees on the giving of one (1) hours’ notice.

55. ABANDONMENT OF EMPLOYMENT

55.1 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.

55.2 All reasonable attempts must be made to contact the employee before proceeding to unsatisfactory performance and/or serious misconduct.

56. MEDICAL RETIREMENT

56.1 Following the production of a written statement of reasonable concerns by a relevant supervisor, provided to the appropriate HRS Manager, that the capacity of an employee to perform their duties is in serious doubt due to health reasons, the University may require, in writing, an employee to undergo a medical assessment by a medical practitioner chosen by the University.

56.2 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.

56.3 When the written notice is given, it will contain a copy of this clause, and the employee may elect during the notice period in subclause 56.2 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.
56.4 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.

56.5 The cost of the medical examination and the reasonable expenses of the employee in attending the examination will be borne by the University.

56.6 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.

56.7 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.

56.8 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.

56.9 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.

56.10 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 56.9 and 56.10, 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.

56.11 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.

56.12 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 56.9 while the appeal process is underway.

56.13 Appeal Process

56.13.1 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.

56.13.2 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.

56.13.3 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.

56.13.4 The cost of the second assessment by the independent specialist will be borne by the University.
56.13.5 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.

56.13.6 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.

56.13.7 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.

56.13.8 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 subclause 56.13.6.

56.13.9 The University will provide the Second Report to the employee.

56.13.10 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.

56.13.11 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.

56.14 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 J – GRIEVANCES and DISPUTE RESOLUTION PROCEDURES

57. GRIEVANCE RESOLUTION

57.1 Operation of clause

57.1.1 This clause applies to complaints and grievances about issues relating to employment.
57.1.2 This clause should be read in conjunction with the University’s policies that refer 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 58. This clause does not apply to grievances between students and employees. Decisions relating to appointment of staff, or decisions about which there is a designated alternative appeal/review procedure, will not be covered by this clause.

57.1.3 A grievance may relate to:

(a) an employee’s workplace;
(b) a decision affecting an employee’s employment;
(c) unfair treatment;
(d) the workplace or workplace related behaviour of another employee, including:
   (i) bullying;
   (ii) harassment;
   (iii) unlawful discrimination or vilification.

57.1.4 A grievance does not relate to:

(a) any issue which may be dealt with through other provisions of this Agreement, by Fair Work Australia, by a Court or by a statutory authority;
(b) any interpersonal dispute which does not relate to employment issues.

57.1.5 A grievance 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.

57.2 Definitions

57.2.1 **Complaint** means an informal concern expressed by an employee about an issue relating to their employment.

57.2.2 **Complainant** means the employee(s) who has/have lodged a complaint or grievance.

57.2.3 **Grievance** means a formal complaint by an employee(s) about a problem or concern in relation to something affecting their employment with the University, which the employee/s is seeking to resolve.

57.2.4 **Investigating Officer** means a relevant senior employee of UNE not associated with the grievance who investigates a grievance. An Investigating Officer may utilise any additional resources as deemed appropriate to complete the investigation.

57.2.5 **Principles of Natural Justice** means procedural fairness, which means adherence to all processes set out in this clause; the keeping of appropriate records in confidence; and the provision in a timely manner to all relevant parties of allegations, evidence, documentation, and reasons for decisions. This means that a respondent to a complaint or grievance must be provided with:

(a) the relevant details of the complaint to enable the respondent to formulate a response;
(b) the processes as set out in this clause by which the matter is to be resolved;
(c) every opportunity to put their case and respond to the complaint during the investigation.
(d) the process also includes the following principles of natural justice:
   (i) the University Member, the Investigating Officer, and the Senior Executive must act impartially and without bias;
   (ii) all parties have the opportunity to provide evidence;
(iii) only matters of relevance to the complaint or grievance shall be considered; and

(iv) the complaint or grievance must be dealt with in a timely manner.

57.2.6 **Respondent** means one or more persons who are the subject of the complainant’s grievance.

57.2.7 **Support person** means a UNE employee, who is not a practicing solicitor or barrister, and whose role is to support either the complainant or the respondent.

57.2.8 **Union representative** means a union nominee, who is not a practicing solicitor or barrister, and whose role is to advise and support either the complainant or respondent, and to contribute to the proper handling of a grievance.

57.2.9 **University Member** means a relevant University Officer who does not have a direct interest in the matter.

57.3 **Principles**

57.3.1 The University is committed to maintaining and developing a harmonious, fair and productive working environment.

57.3.2 In accordance with the principles outlined in this clause, this clause provides the processes to be used for:

(a) complaint resolution through informal processes; and

(b) formal grievance resolution.

57.3.3 The Processes set out in this clause aim to:

(a) prevent personal conflicts from becoming entrenched;

(b) resolve complaints without unreasonable delay and wherever possible in a conciliatory and effective manner; and

(c) conciliate grievances, but where proven not to be possible, then determine the matters formally by following the procedures set out in this clause.

57.3.4 Timelines are outlined throughout this clause; where it is not possible to meet these timelines, an explanation for the delay should be provided within the original timeframe.

57.3.5 Complaint and grievance resolution is an integral part of a supervisor’s duties. It is the primary responsibility of supervisors to identify, respond to and address problems in the workplace and to take all reasonable steps to ensure that victimisation of either a complainant or a respondent does not occur.

57.3.6 The principles of natural justice will apply to all parties.

57.3.7 Confidentiality must be respected in terms of record keeping and disclosure and must be maintained at all times by all parties within the constraints of the need to investigate a grievance fully, and be consistent with the principles of natural justice.

57.3.8 Early resolution of complaints and grievances is encouraged.

57.3.9 Facilitation of a resolution will be done as close to the source as possible.

57.3.10 Complainants and respondents may be accompanied by a support person of their choice at any meeting with the University Member or Investigating Officer or other University Officer where a complaint or grievance is to be discussed.

57.3.11 Parties to a complaint or grievance should engage in the procedures for complaint or grievance resolution in good faith and focus on achieving resolution of the concerns raised.

57.3.12 Victimisation of a complainant, respondent or any other person with a legitimate involvement in a grievance resolution process will not be tolerated by the University.

57.3.13 The University will not tolerate frivolous or vexatious grievances.
57.3.14 If a University Officer forms the opinion that the grievance is of a potentially criminal nature, then the grievance will be referred to the Director, Human Resource Services, who will determine whether the police should be notified.

57.4 Procedures

57.4.1 At all stages of these procedures employees will continue to work in accordance with the directions of the University Member.

57.4.2 Where relevant, in the first instance any party to a complaint may choose to meet with a senior officer in Human Resource Services to obtain information about the relevant University policies and procedures and support services available.

57.5 Complaint: Informal resolution (Stage 1)

57.5.1 An employee who has a complaint should, where possible, seek resolution of the problem at the earliest time with the respondent(s) directly.

57.5.2 If the complaint cannot be settled in this way by the complainant, then the matter should be referred to their supervisor who will attempt to resolve the matter informally. Where the complaint is against the complainant's supervisor, the matter should be referred to supervisor of the supervisor.

57.5.3 Only where informal resolution of a complaint is not possible or appropriate should the process be formalised and be dealt with under Formal Grievance: Conciliation.

57.6 Formal Grievance: Conciliation (Stage 2)

57.6.1 To seek formal resolution of a grievance, the complainant must submit a completed Staff Grievance Form, along with any associated supporting documentation and evidence, to the University Member, including the following the:

(a) nature of the complaint(s);
(b) attempts made to resolve the complaint; and
(c) complainant’s preferred remedy to resolve the complaint.

57.6.2 In submitting the Staff Grievance Form and supporting material, the complainant accepts that insufficient information provided in the documentation may restrict the ability of the University Member to investigate the complaint fully.

57.6.3 The University Member is not required to provide the respondent with a copy of the Staff Grievance Form, though is required to provide the following:

(a) the relevant details of the complaint to enable the respondent to formulate a response in the case of an investigation;
(b) all associated documentation and evidence provided by the complainant;
(c) a copy of the processes set out in this clause by which the matter is to be resolved;
(d) opportunities to put their case and respond to the grievance during the investigation.

57.6.4 The University Member, prior to proceeding to the investigation stage, must hold discussions with both the complainant and respondent (independently or together).

57.6.5 The University Member will aim to hold these discussions with the complainant and the respondent within five (5) working days of receipt of the grievance.

57.6.6 During these discussions, the University Member will:

(a) keep a record of proceedings;
(b) identify the key concerns of each party; and
(c) convey to the complainant and respondent an appropriate course of action to resolve the grievance; and
(d) confirm with the complainant if the course of action has resolved the grievance.

57.6.7 Where the steps taken in 57.6.6 result in an agreed resolution between the complainant and the respondent, the University Member shall record on the Staff Grievance Form the outcome and course of action for resolving the grievance, and provide a copy of the form to the complainant and respondent, and record in accordance with UNE records management protocols.

57.6.8 Where the steps taken in 57.6.6 do not result in an agreed resolution, the University Member shall record this on the Staff Grievance Form, including any matters that have been resolved through that process. Then the University Member shall:

(a) ask the complainant if they wish to have the grievance investigated using the process set out in Formal Grievance: Investigation. If the complainant agrees in writing, then the University Member will immediately notify the Director, Human Resource Services.

(b) provide copies of the Staff Grievance Form to the complainant and the respondent.

(c) provide a copy of the Staff Grievance Form and any supporting documentation to the Director, Human Resource Services, for referral to the Staff Grievance Resolution Panel.

57.7 Formal Grievance: Investigation (Stage 3)

57.7.1 At the request of the Director, Human Resource Services, the Staff Grievance Resolution Panel will be formed within ten (10) working days and comprise:

(a) the Director, Human Resource Services, or nominee; and

(b) an employee nominated by the relevant union.

57.7.2 Within five (5) working days, the Staff Grievance Resolution Panel will determine:

(a) whether the grievance not be investigated because the Panel has formed the opinion that the grievance is resolved, or frivolous, or trivial, or vexatious, or materially and demonstrably a matter previously dealt with, or not made in good faith, or made directly in reprisal, or would place unreasonable imposition on University resources; or

(b) whether the grievance shall be investigated; and

(c) the name of the Investigating Officer investigating the grievance; and

(d) whether the alleged action/s or behaviours may amount to misconduct or serious misconduct, in which case, the matter will be addressed in accordance with the relevant Collective Agreement's Misconduct/Serious Misconduct procedures.

57.7.3 In the case of 57.7.2.a, the Staff Grievance Resolution Panel will provide the complainant with the grounds supporting the decision.

57.7.4 The complainant and respondent will be notified of the decision of the Staff Grievance Resolution Panel.

57.7.5 The Investigating Officer will provide the complainant and the respondent with a copy of the processes set out in this clause by which the matter is to be investigated and advise them in writing of:

(a) the nature of the grievance;

(b) the name of the Investigating Officer investigating the grievance;

(c) their opportunity to clarify immediately any matter regarding the grievance.

57.7.6 The Investigating Officer will provide the respondent with the:

(a) full and precise details of the grievance to enable the respondent to formulate a response;
(b) time, date and place for the interview or for participating in a telephone conference instead of attending an interview;

(c) right to be accompanied by a support person;

(d) right to provide a written submission (written submissions must arrive at least one working day prior to the date of the interview as advised in the notice).

57.7.7 The respondent will be granted at least ten (10) working days to prepare for the interview and/or provide a response in writing to the complaint.

57.7.8 Where the respondent fails to attend the interview or participate in a telephone interview and does not provide a written submission, without reasonable explanation, then the Investigating Officer may proceed to determine the matter in the absence of the respondent.

57.7.9 Within ten (10) working days of the interview, the Investigating Officer will provide a report, including recommendations for resolution of the grievance, to the relevant Senior Executive.

57.8 Outcome of the Investigation

57.8.1 Within ten (10) working days of receipt of the Investigating Officer’s report, a Senior Executive will respond to the report’s recommendations.

57.8.2 The Senior Executive may recommend that the:

(a) Investigating Officer’s recommendations be implemented in full;

(b) Investigating Officer’s recommendations be implemented in part;

(c) Investigating Officer’s recommendations be set aside;

(d) grievance be dismissed.

57.8.3 Where the Senior Executive determines that the alleged action/s or behaviour/s may amount to misconduct or serious misconduct, the matter will be addressed in accordance with the relevant Collective Agreement’s Misconduct/Serious Misconduct procedures.

57.8.4 The decision of the Senior Executive will be recorded on the Staff Grievance Form, a copy provided to the complainant and respondent and recorded in accordance with UNE record management protocols.

58. DISPUTE RESOLUTION PROCEDURES

58.1 The following Industrial Dispute procedure must be used to settle any industrial dispute which may arise about the application of, or matters arising under, this Agreement or the National Employment Standards.

58.2 Until the procedures described in subclause 58.3 have been completed:

58.2.1 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.

58.2.2 nothing must be changed which is the subject of the dispute except to the extent necessary to address, where applicable, a workplace health and safety risk;

58.2.3 no industrial action will be taken about the dispute; and

58.2.4 no action will be taken which may exacerbate the dispute.

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

58.3.1 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.
58.3.2 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.

58.3.3 During this internal process, the employee and the University may request representation by a person or organisation of their.

58.3.4 Should the dispute not be resolved by the process referred to above, the matter may be referred by any party to the dispute to the Fair Work Commission (FWC) for resolution by conciliation, or where conciliation does not resolve the dispute by arbitration, in resolving the dispute the FWC 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 the FWC subject to an appeal to the Full Bench of the FWC.

58.4 Nothing in this clause prevents the parties to the dispute from agreeing to refer an unresolved dispute to a person or body other than the FWC 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 K – MISCELLANEOUS

59. WORKPLACE HEALTH AND SAFETY

59.1 The University is committed to creating and maintaining a healthy and safe working environment. The appropriate UNE Workplace Health and Safety Policy will apply as amended from time to time.

59.2 Employees have a right to:

59.2.1 have a safe and healthy workplace;
59.2.2 know what health and safety risks they are exposed to at work;
59.2.3 appropriate health and safety: (i) induction; (ii) instruction, training and supervision;
59.2.4 have the information they need to work safely, such as safe work practices;
59.2.5 access to adequate first aid facilities which will be provided by the University;
59.2.6 provision of personal protective equipment by the University;
59.2.7 a smoke-free working environment.

59.3 Employees will be advised through established WH&S consultative systems about identified health and safety risks in their work areas and measures to eliminate or control them.

59.4 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 4. The first aid allowance will increase in accordance with the salary increases applicable to this Agreement.

59.5 The University will pay for these employees to obtain and/or renew the appropriate first aid qualification/s.

60. INTELLECTUAL PROPERTY

60.1 Intellectual property rights include:

60.1.1 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;
UNE Academic and ELC Teaching Staff Collective Agreement 2014-2017

60.1.2 recognition of the moral rights of employees over intellectual property;
60.1.3 recognition of the University’s rights in intellectual property.

60.2 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 58.

61. OFFICE FACILITIES

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.

62. EMPLOYEE INDUCTIONS

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

63. PAYROLL DEDUCTIONS

63.1 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.

63.2 The University shall not increase the amount (or where applicable the rate), if any, of charge for any such deduction.

63.3 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).

64. UNION RIGHTS

64.1 Accredited union delegate shall mean an employee who has been elected, in accordance with the respective union’s rules, to one of the following:

• the UNE NTEU Campus Executive, and/or
• a State or National Conference, Executive, Committee of Management or Council of the union.

A list containing the names of such employees must be provided to the Director Human Resource Services 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 State NTEU rules.

64.2 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.
64.3 **Leave to Attend 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.

64.4 Such leave shall count as service for all purposes.

**Time Release**

64.5 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.

64.6 A union delegate will be considered on duty and will be allowed reasonable time with pay for the conduct of authorised union activities, including representing staff in relation to this Agreement.

64.7 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 employees, and distributing official union publications or other authorised material at the workplace.

64.8 **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.

64.9 **Notices and resources** – Union delegates will have reasonable access to University facilities including, but not limited to telephones, fax machines, Internet access, e-mail and meeting rooms, and may utilise their office facilities to carry out their duties as a union delegate.

64.10 The University will set aside funding at the rate of 25% of one Senior Lecturer salary for the purpose of reimbursing Schools or Directorates for the cost of accredited union delegates participating in NTEU activities. The will be an SP account and reimbursement would be made on request by the relevant Head of Cost Centre, via the Chief Financial Officer.

65. **FLEXIBILITY**

65.1 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 below.

65.1.1 **Salary Packaging** – An employee may elect packaging of salary for superannuation and other items that may be approved in accordance with University policy from time to time.

65.1.2 **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

65.2 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 better off overall than they would have been if no agreement were entered into.

The agreement will be taken not to disadvantage the individual employee in relation to their terms and conditions of employment if:
65.2.1 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

65.2.2 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.

65.3 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.

65.4 The University must ensure that the individual flexibility arrangement:

65.4.1 is in writing; and

65.4.2 includes the name of the University and employee; and

65.4.3 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

65.4.4 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

65.4.5 states the day on which the arrangement commences

65.5 The University must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

65.6 The University or employee may terminate the individual flexibility arrangement:

65.6.1 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

65.6.2 if the University and employee agree in writing — at any time.

65.7 The University is responsible for ensuring that all of the requirements of this clause are met.

65.8 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.

65.9 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.

66. CHILD CARE FACILITY

66.1 The University is committed to providing equal employment opportunities and to identifying and removing barriers to participation and progression in employment.

66.2 The University undertakes to maintain a child care facility on campus for the life of this agreement.

67. DIGNITY AND RESPECT AT WORK

67.1 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 Unions NSW Dignity and Respect in the Workplace Charter (the Charter). In particular, employees shall be entitled to rely on definitions and examples contained in the Charter to address any instance of bullying or harassment.
67.2 The University will not accept bullying or harassing behaviour of any employee irrespective of position. Bullying or harassing behaviour is behavior 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.

68. EMAIL SURVEILLANCE

Management will monitor and access staff electronic communications only to the extent permitted by law.
### Schedule 1 - Salary Rates - Full Time Academic Staff

<table>
<thead>
<tr>
<th>LEVEL</th>
<th>Salary as at 1st Pay Period on or after 30-Jun-12</th>
<th>2% SALARY INCREASE Paid Administratively</th>
<th>1% SALARY INCREASE</th>
<th>3% SALARY INCREASE</th>
<th>3% SALARY INCREASE</th>
<th>3% SALARY INCREASE</th>
<th>3% SALARY INCREASE</th>
</tr>
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<tbody>
<tr>
<td>E</td>
<td>152,071</td>
<td>155,112</td>
<td>156,633</td>
<td>161,332</td>
<td>166,172</td>
<td>171,157</td>
<td>176,292</td>
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<td>D b+3</td>
<td>130,203</td>
<td>132,807</td>
<td>134,109</td>
<td>138,132</td>
<td>142,276</td>
<td>146,545</td>
<td>150,941</td>
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<td>D b+2</td>
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<td>128,753</td>
<td>130,015</td>
<td>133,916</td>
<td>137,933</td>
<td>142,071</td>
<td>146,333</td>
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<td>D b+1</td>
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<td>124,698</td>
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<td>129,699</td>
<td>133,589</td>
<td>137,597</td>
<td>141,725</td>
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<tr>
<td>D base</td>
<td>118,278</td>
<td>120,644</td>
<td>121,827</td>
<td>125,481</td>
<td>129,246</td>
<td>133,123</td>
<td>137,117</td>
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<td>C b+5</td>
<td>113,312</td>
<td>115,578</td>
<td>116,711</td>
<td>120,213</td>
<td>123,819</td>
<td>127,534</td>
<td>131,360</td>
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<td>C b+4</td>
<td>110,325</td>
<td>112,532</td>
<td>113,635</td>
<td>117,044</td>
<td>120,555</td>
<td>124,172</td>
<td>127,897</td>
</tr>
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<td>C b+3</td>
<td>107,348</td>
<td>109,495</td>
<td>110,569</td>
<td>113,886</td>
<td>117,302</td>
<td>120,821</td>
<td>124,446</td>
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<td>C b+2</td>
<td>104,363</td>
<td>106,451</td>
<td>107,494</td>
<td>110,719</td>
<td>114,041</td>
<td>117,462</td>
<td>120,986</td>
</tr>
<tr>
<td>C b+1</td>
<td>101,385</td>
<td>103,413</td>
<td>104,427</td>
<td>107,560</td>
<td>110,786</td>
<td>114,110</td>
<td>117,533</td>
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<td>C base</td>
<td>98,401</td>
<td>100,369</td>
<td>101,353</td>
<td>104,394</td>
<td>107,525</td>
<td>110,751</td>
<td>114,074</td>
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<td>B b+5</td>
<td>95,421</td>
<td>97,329</td>
<td>98,284</td>
<td>101,232</td>
<td>104,269</td>
<td>107,397</td>
<td>110,619</td>
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<td>B b+4</td>
<td>92,439</td>
<td>94,288</td>
<td>95,212</td>
<td>98,069</td>
<td>101,011</td>
<td>104,041</td>
<td>107,163</td>
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<td>B b+3</td>
<td>89,458</td>
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<td>92,142</td>
<td>94,906</td>
<td>97,753</td>
<td>100,686</td>
<td>103,706</td>
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<td>B b+2</td>
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<td>88,203</td>
<td>89,068</td>
<td>91,740</td>
<td>94,492</td>
<td>97,327</td>
<td>100,247</td>
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<td>B b+1</td>
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<td>85,167</td>
<td>86,002</td>
<td>88,582</td>
<td>91,239</td>
<td>93,977</td>
<td>96,796</td>
</tr>
<tr>
<td>B base</td>
<td>80,513</td>
<td>82,123</td>
<td>82,928</td>
<td>85,416</td>
<td>87,978</td>
<td>90,618</td>
<td>93,336</td>
</tr>
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<td>A b+7</td>
<td>76,535</td>
<td>78,065</td>
<td>78,831</td>
<td>81,196</td>
<td>83,632</td>
<td>86,141</td>
<td>88,725</td>
</tr>
<tr>
<td>A b+6</td>
<td>73,954</td>
<td>75,433</td>
<td>76,173</td>
<td>78,458</td>
<td>80,812</td>
<td>83,236</td>
<td>85,733</td>
</tr>
<tr>
<td>A b+5*</td>
<td>71,370</td>
<td>72,798</td>
<td>73,511</td>
<td>75,717</td>
<td>77,988</td>
<td>80,328</td>
<td>82,738</td>
</tr>
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<td>A b+4</td>
<td>68,785</td>
<td>70,161</td>
<td>70,849</td>
<td>72,974</td>
<td>75,163</td>
<td>77,418</td>
<td>79,741</td>
</tr>
<tr>
<td>A b+3</td>
<td>66,201</td>
<td>67,525</td>
<td>68,187</td>
<td>70,233</td>
<td>72,340</td>
<td>74,510</td>
<td>76,746</td>
</tr>
<tr>
<td>A b+2</td>
<td>63,020</td>
<td>64,280</td>
<td>64,910</td>
<td>66,857</td>
<td>68,863</td>
<td>70,929</td>
<td>73,057</td>
</tr>
<tr>
<td>A b+1</td>
<td>59,840</td>
<td>61,037</td>
<td>61,635</td>
<td>63,484</td>
<td>65,389</td>
<td>67,350</td>
<td>69,371</td>
</tr>
<tr>
<td>A base</td>
<td>56,660</td>
<td>57,793</td>
<td>58,360</td>
<td>60,111</td>
<td>61,914</td>
<td>63,772</td>
<td>65,685</td>
</tr>
</tbody>
</table>

* 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:

\[
\text{Sixth step of the full-time Level A scale} \div 52 + 25% \\
37.5
\]

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:

\[
\text{Second step of the full-time Level B scale} \div 52 + 25% \\
37.5
\]

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:

\[
\text{Second step of the full-time Level A scale} \div 52 + 25% \\
37.5
\]

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 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.

Higher marking

Higher marking means marking as a supervising examiner, honours level or above, or requiring a significant exercise of academic judgement at level B status.

Musical Accompanying with Special Educational Services

The term ‘musical accompanying with special educational services’ 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.

Ph.D. rate

This rate is applicable where the employee possesses a relevant doctoral qualification. Payment of Relevant Doctoral Qualification Rate 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.

Undergraduate Clinical Nurse Education

The term “undergraduate clinical nurse education” means the conduct of undergraduate nurse education in a clinical setting.

Unit Coordination rate

This rate is applicable where the duties include full unit coordination and the activity is related to that unit.

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:

<table>
<thead>
<tr>
<th>Type of Lecturing and Associated Working Time Assumed</th>
<th>Salary as at 1st pay period on or after 30 June 2012</th>
<th>2% SALARY INCREASE 1st Pay Period on or after 1-Jul-2013</th>
<th>1% SALARY INCREASE 1st Pay Period on or after 1-Jul-2013</th>
<th>3% SALARY INCREASE 1st Pay Period on or after 1-Jul-2014</th>
<th>3% SALARY INCREASE 1st Pay Period on or after 1-Jul-2015</th>
<th>3% SALARY INCREASE 1st Pay Period on or after 1-Jul-2016</th>
<th>3% SALARY INCREASE 1st Pay Period on or after 1-Jul-2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Basic Lecture (1 hour of delivery and 2 hours of associated working time)</td>
<td>160.57</td>
<td>163.78</td>
<td>165.39</td>
<td>170.35</td>
<td>175.46</td>
<td>180.73</td>
<td>186.14</td>
</tr>
<tr>
<td>Developed Lecture (1 hour of delivery and 3 hours associated working time)</td>
<td>214.09</td>
<td>218.37</td>
<td>220.51</td>
<td>227.13</td>
<td>233.94</td>
<td>240.96</td>
<td>248.19</td>
</tr>
<tr>
<td>Specialised Lecture (1 hour delivery and 4 hours associated working time)</td>
<td>267.62</td>
<td>272.97</td>
<td>275.65</td>
<td>283.92</td>
<td>292.44</td>
<td>301.21</td>
<td>310.25</td>
</tr>
<tr>
<td>Repeat Lecture (1 hour of delivery and 1 hour associated working time)</td>
<td>107.05</td>
<td>109.19</td>
<td>110.26</td>
<td>113.57</td>
<td>116.98</td>
<td>120.49</td>
<td>124.10</td>
</tr>
</tbody>
</table>

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.

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:

<table>
<thead>
<tr>
<th>Type of Tutoring and Associated Working Time Assumed</th>
<th>Salary as at 1st pay period on or after 30 June 2012</th>
<th>2% SALARY INCREASE 1st Pay Period on or after 1-Jul-2013</th>
<th>1% SALARY INCREASE 1st Pay Period on or after 1-Jul-2013</th>
<th>3% SALARY INCREASE 1st Pay Period on or after 1-Jul-2014</th>
<th>3% SALARY INCREASE 1st Pay Period on or after 1-Jul-2015</th>
<th>3% SALARY INCREASE 1st Pay Period on or after 1-Jul-2016</th>
<th>3% SALARY INCREASE 1st Pay Period on or after 1-Jul-2017</th>
</tr>
</thead>
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<tr>
<td>Tutorial (1 hour delivery and 2 hours of associated working time)</td>
<td>115.08</td>
<td>117.38</td>
<td>118.53</td>
<td>122.09</td>
<td>125.75</td>
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<td>129.52</td>
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<td>Repeat Tutorial (1 hour of delivery and 1 hour of associated working time)</td>
<td>76.72</td>
<td>78.25</td>
<td>79.02</td>
<td>81.39</td>
<td>83.83</td>
<td>86.35</td>
<td>88.94</td>
</tr>
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</table>
The following rates are applicable where the employee possesses a relevant doctoral qualification. Payment of Relevant Doctoral Qualification.

<table>
<thead>
<tr>
<th>Tutoring with PhD</th>
<th>Salary as at 1st pay period on or after 30 June 2012</th>
<th>2% SALARY INCREASE on or after 1-Jul-2013</th>
<th>1% SALARY INCREASE on or after 1-July-2013</th>
<th>3% SALARY INCREASE on or after 1-Jul-2014</th>
<th>3% SALARY INCREASE on or after 1-Jul-2015</th>
<th>3% SALARY INCREASE on or after 1-Jul-2016</th>
<th>3% SALARY INCREASE on or after 1-Jul-2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tutorial (1 hour delivery and 2 hours of associated working time)</td>
<td>137.25</td>
<td>139.99</td>
<td>141.37</td>
<td>145.61</td>
<td>149.98</td>
<td>154.48</td>
<td>159.11</td>
</tr>
<tr>
<td>Repeat Tutorial (1 hour of delivery and 1 hour of associated working time)</td>
<td>91.50</td>
<td>93.33</td>
<td>94.25</td>
<td>97.07</td>
<td>99.99</td>
<td>102.98</td>
<td>106.07</td>
</tr>
</tbody>
</table>

The following rates are applicable where the duties include full unit coordination.

<table>
<thead>
<tr>
<th>Tutoring with Full Unit Coordination</th>
<th>Salary as at 1st pay period on or after 30 June 2012</th>
<th>2% SALARY INCREASE on or after 1-Jul-2013</th>
<th>1% SALARY INCREASE on or after 1-July-2013</th>
<th>3% SALARY INCREASE on or after 1-Jul-2014</th>
<th>3% SALARY INCREASE on or after 1-Jul-2015</th>
<th>3% SALARY INCREASE on or after 1-Jul-2016</th>
<th>3% SALARY INCREASE on or after 1-Jul-2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tutorial (1 hour delivery and 2 hours of associated working time)</td>
<td>160.57</td>
<td>163.78</td>
<td>165.38</td>
<td>170.35</td>
<td>175.46</td>
<td>180.72</td>
<td>186.14</td>
</tr>
<tr>
<td>Repeat Tutorial (1 hour of delivery and 1 hour of associated working time)</td>
<td>107.05</td>
<td>109.19</td>
<td>110.26</td>
<td>113.57</td>
<td>116.98</td>
<td>120.49</td>
<td>124.10</td>
</tr>
</tbody>
</table>

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.
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 reviewed every second year by the School/discipline.

<table>
<thead>
<tr>
<th>Standard Marking</th>
<th>Salary as at 1st pay period on or after 30 June 2012</th>
<th>2% SALARY INCREASE on or after 1-Jul-2013</th>
<th>1% SALARY INCREASE on or after 1-Jul-2013</th>
<th>3% SALARY INCREASE on or after 1-Jul-2013</th>
<th>3% SALARY INCREASE on or after 1-Jul-2015</th>
<th>1% SALARY INCREASE on or after 1-Jul-2015</th>
<th>3% SALARY INCREASE on or after 1-Jul-2016</th>
<th>3% SALARY INCREASE on or after 1-Jul-2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Standard Marking</td>
<td>38.36</td>
<td>39.12</td>
<td>39.51</td>
<td>40.70</td>
<td>41.92</td>
<td>43.17</td>
<td>44.27</td>
<td>44.47</td>
</tr>
<tr>
<td>Marking as a supervising examiner, honours level or above, or requiring significant exercise of academic judgment at level B status</td>
<td>53.52</td>
<td>54.59</td>
<td>55.13</td>
<td>56.78</td>
<td>58.48</td>
<td>60.24</td>
<td>62.04</td>
<td>62.04</td>
</tr>
<tr>
<td>Ph.D. rate</td>
<td>45.75</td>
<td>46.66</td>
<td>47.12</td>
<td>48.54</td>
<td>49.99</td>
<td>51.49</td>
<td>53.04</td>
<td>53.04</td>
</tr>
<tr>
<td>Unit Coordination Rate</td>
<td>53.52</td>
<td>54.59</td>
<td>55.13</td>
<td>56.78</td>
<td>58.48</td>
<td>60.24</td>
<td>62.04</td>
<td>62.04</td>
</tr>
</tbody>
</table>

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:

<table>
<thead>
<tr>
<th>Musical Accompanying</th>
<th>Salary as at 1st pay period on or after 30 June 2012</th>
<th>2% SALARY INCREASE on or after 1-Jul-2013</th>
<th>1% SALARY INCREASE on or after 1-Jul-2013</th>
<th>3% SALARY INCREASE on or after 1-Jul-2013</th>
<th>3% SALARY INCREASE on or after 1-Jul-2015</th>
<th>1% SALARY INCREASE on or after 1-Jul-2015</th>
<th>3% SALARY INCREASE on or after 1-Jul-2016</th>
<th>3% SALARY INCREASE on or after 1-Jul-2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Musical Accompanying (1 hour of delivery and 1 hour preparation time)</td>
<td>76.72</td>
<td>78.25</td>
<td>79.02</td>
<td>81.39</td>
<td>83.83</td>
<td>86.50</td>
<td>88.94</td>
<td>88.94</td>
</tr>
<tr>
<td>Ph.D. rate</td>
<td>91.50</td>
<td>93.33</td>
<td>94.25</td>
<td>97.07</td>
<td>99.99</td>
<td>102.98</td>
<td>106.07</td>
<td>106.07</td>
</tr>
<tr>
<td>Unit Coordination Rate</td>
<td>107.05</td>
<td>109.19</td>
<td>110.26</td>
<td>113.57</td>
<td>116.98</td>
<td>120.49</td>
<td>124.10</td>
<td>124.10</td>
</tr>
</tbody>
</table>
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:

<table>
<thead>
<tr>
<th>Undergraduate Clinical Nurse Education</th>
<th>Salary as at 1st pay period on or after 30 June 2012</th>
<th>2% SALARY INCREASE as at 1st pay period on or after 1-Jul-2013</th>
<th>1% SALARY INCREASE as at 1st pay period on or after 1-Jul-2014</th>
<th>3% SALARY INCREASE as at 1st pay period on or after 1-Jul-2015</th>
<th>3% SALARY INCREASE as at 1st pay period on or after 1-Jul-2016</th>
<th>3% SALARY INCREASE as at 1st pay period on or after 1-Jul-2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Little preparation required (1 hour of delivery and 0.5 hours associated working time)</td>
<td>57.54</td>
<td>58.69</td>
<td>59.27</td>
<td>61.04</td>
<td>62.88</td>
<td>64.76</td>
</tr>
<tr>
<td>Normal preparation required (1 hour of delivery and 1 hours associated working time)</td>
<td>76.72</td>
<td>78.25</td>
<td>79.02</td>
<td>81.39</td>
<td>83.83</td>
<td>86.50</td>
</tr>
<tr>
<td>Ph.D. rate - Little preparation required (1 hour of delivery and 0.5 hours associated working time)</td>
<td>68.63</td>
<td>70.00</td>
<td>70.69</td>
<td>72.81</td>
<td>74.99</td>
<td>77.24</td>
</tr>
<tr>
<td>Ph.D. rate - Normal preparation required (1 hour of delivery and 1 hours associated working time)</td>
<td>91.50</td>
<td>93.33</td>
<td>94.25</td>
<td>97.07</td>
<td>99.99</td>
<td>102.98</td>
</tr>
<tr>
<td>Unit Coordination Rate - Little preparation required (1 hour of delivery and 0.5 hours associated working time)</td>
<td>80.28</td>
<td>81.89</td>
<td>82.69</td>
<td>85.17</td>
<td>87.72</td>
<td>90.36</td>
</tr>
<tr>
<td>Unit Coordination Rate - Normal preparation required (1 hour of delivery and 1 hours associated working time)</td>
<td>107.05</td>
<td>109.19</td>
<td>110.26</td>
<td>113.57</td>
<td>116.98</td>
<td>120.49</td>
</tr>
</tbody>
</table>

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:

<table>
<thead>
<tr>
<th>Other Required Academic Activity</th>
<th>Salary as at 1st pay period on or after 30 June 2012</th>
<th>2% SALARY INCREASE as at 1st pay period on or after 1-Jul-2013</th>
<th>1% SALARY INCREASE as at 1st pay period on or after 1-Jul-2014</th>
<th>3% SALARY INCREASE as at 1st pay period on or after 1-Jul-2015</th>
<th>3% SALARY INCREASE as at 1st pay period on or after 1-Jul-2016</th>
<th>3% SALARY INCREASE as at 1st pay period on or after 1-Jul-2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Other required academic activity</td>
<td>38.36</td>
<td>39.13</td>
<td>39.51</td>
<td>40.70</td>
<td>41.91</td>
<td>43.18</td>
</tr>
<tr>
<td>Ph.D. rate</td>
<td>45.75</td>
<td>46.66</td>
<td>47.12</td>
<td>48.54</td>
<td>49.99</td>
<td>51.49</td>
</tr>
<tr>
<td>Unit Coordination Rate</td>
<td>53.52</td>
<td>54.59</td>
<td>55.13</td>
<td>56.78</td>
<td>58.48</td>
<td>60.24</td>
</tr>
</tbody>
</table>
### Schedule 3 - Salary Rates – ELC Teaching Staff

#### 3.1 CONTINUING / CONTINUING CONTINGENT / FIXED-TERM ENGLISH LANGUAGE TEACHER SALARY RATES

**3.1.1** The salary rates for ELC Teaching Staff will be:

<table>
<thead>
<tr>
<th>SALARY LEVEL</th>
<th>Salary at 1st Pay Period on or after 30-Jun-12</th>
<th>2% SALARY INCREASE Paid administratively 1st Pay Period on or after 30-Jun-13</th>
<th>1% SALARY INCREASE 1st Pay Period on or after 1-Jul-2013</th>
<th>ONE OFF ADJUSTMENT</th>
<th>% SALARY INCREASE 1st Pay Period on or after 1-Jul-2014</th>
<th>% SALARY INCREASE 1st Pay Period on or after 1-Jul-2015</th>
<th>% SALARY INCREASE 1st Pay Period on or after 1-Jul-2016</th>
<th>% SALARY INCREASE 1st Pay Period on or after 1-Jul-2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>53,240</td>
<td>54,034</td>
<td>54,837</td>
<td>54,954</td>
<td>56,603</td>
<td>58,301</td>
<td>60,050</td>
<td>61,851</td>
</tr>
<tr>
<td>2</td>
<td>54,878</td>
<td>55,795</td>
<td>56,524</td>
<td>57,165</td>
<td>58,800</td>
<td>60,464</td>
<td>62,123</td>
<td>64,340</td>
</tr>
<tr>
<td>3</td>
<td>57,424</td>
<td>58,572</td>
<td>59,147</td>
<td>60,302</td>
<td>61,996</td>
<td>63,690</td>
<td>65,405</td>
<td>67,870</td>
</tr>
<tr>
<td>4</td>
<td>59,118</td>
<td>60,301</td>
<td>60,892</td>
<td>62,571</td>
<td>64,261</td>
<td>65,941</td>
<td>67,600</td>
<td>70,242</td>
</tr>
<tr>
<td>5</td>
<td>60,819</td>
<td>62,035</td>
<td>62,644</td>
<td>64,448</td>
<td>66,241</td>
<td>67,994</td>
<td>69,783</td>
<td>72,612</td>
</tr>
<tr>
<td>6</td>
<td>62,514</td>
<td>63,765</td>
<td>64,389</td>
<td>66,215</td>
<td>68,050</td>
<td>69,892</td>
<td>71,778</td>
<td>74,678</td>
</tr>
<tr>
<td>7</td>
<td>64,222</td>
<td>65,507</td>
<td>66,149</td>
<td>68,035</td>
<td>69,910</td>
<td>71,797</td>
<td>73,741</td>
<td>76,748</td>
</tr>
<tr>
<td>8</td>
<td>66,420</td>
<td>67,748</td>
<td>68,413</td>
<td>70,340</td>
<td>72,260</td>
<td>74,199</td>
<td>76,167</td>
<td>79,144</td>
</tr>
<tr>
<td>9</td>
<td>68,465</td>
<td>69,834</td>
<td>70,519</td>
<td>72,404</td>
<td>74,292</td>
<td>76,190</td>
<td>78,136</td>
<td>81,123</td>
</tr>
<tr>
<td>10</td>
<td>70,271</td>
<td>71,677</td>
<td>72,379</td>
<td>74,213</td>
<td>76,056</td>
<td>77,924</td>
<td>79,738</td>
<td>82,554</td>
</tr>
</tbody>
</table>

**3.1.2** The minimum salary payable for an employee appointed to the position of Head Teacher will be a percentage based on the total salary for Level 10 as outlined below:

<table>
<thead>
<tr>
<th>Head Teacher (as percentage based on total salary level 10)</th>
<th>Salary at 1st Pay Period on or after 30-Jun-12</th>
<th>2% SALARY INCREASE Paid administratively 1st Pay Period on or after 30-Jun-13</th>
<th>1% SALARY INCREASE 1st Pay Period on or after 1-Jul-2013</th>
<th>ONE OFF ADJUSTMENT</th>
<th>% SALARY INCREASE 1st Pay Period on or after 1-Jul-2014</th>
<th>% SALARY INCREASE 1st Pay Period on or after 1-Jul-2015</th>
<th>% SALARY INCREASE 1st Pay Period on or after 1-Jul-2016</th>
<th>% SALARY INCREASE 1st Pay Period on or after 1-Jul-2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Step 1 (110%)</td>
<td>77,298</td>
<td>77,845</td>
<td>79,617</td>
<td>84,906</td>
<td>87,453</td>
<td>90,077</td>
<td>92,779</td>
<td>95,562</td>
</tr>
<tr>
<td>Step 2 (112.5%)</td>
<td>79,055</td>
<td>80,637</td>
<td>81,427</td>
<td>86,835</td>
<td>89,440</td>
<td>92,123</td>
<td>94,887</td>
<td>97,734</td>
</tr>
<tr>
<td>Step 3 (114.5%)</td>
<td>80,460</td>
<td>82,070</td>
<td>82,874</td>
<td>88,379</td>
<td>91,030</td>
<td>93,761</td>
<td>95,574</td>
<td>99,471</td>
</tr>
</tbody>
</table>

**3.1.3** The minimum salary payable for an employee appointed to the position of Academic Manager will be a percentage based on the total salary for Level 10 as outlined below:
### 3.2 Casual English Language Teacher Salary Rates

#### 3.2.1 A casual employee will be paid the following minimum rates. The casual rate includes a 25% loading in lieu of annual leave, annual leave loading, sick leave and other leave.

(a) The casual teaching rate includes one hour of face-to-face teaching and a three-quarters of an hour non-teaching duties.

This rate is determined by reference to the second step of the full-time Teacher salary scale and is calculated as follows:

\[
\text{Step 2 salary} \times \frac{52.179}{20} + 25\% \\
35 \text{ hrs/wk}
\]

(b) For each hour of non-teaching duties performed

This rate is determined by reference to the second step of the full-time Teacher salary scale and is calculated as follows:

\[
\text{Step 2 salary} \times \frac{52.179}{35} + 25\% \\
\]

---

### Table: Casual English Language Teacher Salary Rates

<table>
<thead>
<tr>
<th>Casual English Language Teacher</th>
<th>Salary at 1st Pay Period on or after 30-Jun-12</th>
<th>2% Salary Increase 1st Pay Period on or after 30-Jun-13</th>
<th>1% Salary Increase 1st Pay Period on or after 1-Jul-2013</th>
<th>One Off Adjustment</th>
<th>3% Salary Increase 1st Pay Period on or after 1-Jul-2014</th>
<th>3% Salary Increase 1st Pay Period on or after 1-Jul-2015</th>
<th>3% Salary Increase 1st Pay Period on or after 1-Jul-2016</th>
<th>3% Salary Increase 1st Pay Period on or after 1-Jul-2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rate 1 - Teaching</td>
<td>65.73</td>
<td>67.05</td>
<td>67.71</td>
<td>68.47</td>
<td>70.5264</td>
<td>72.64</td>
<td>74.82</td>
<td>77.07</td>
</tr>
<tr>
<td>Rate 2 - Non-teaching</td>
<td>37.56</td>
<td>38.31</td>
<td>38.69</td>
<td>39.13</td>
<td>40.30</td>
<td>41.51</td>
<td>42.76</td>
<td>44.04</td>
</tr>
</tbody>
</table>
Schedule 4 - Allowances

4.1 The allowances contained in this Schedule will be increased in line with agreed salary increases. A UNE Official, that is an email, will be sent to all affected employees advising of these increases.

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

<table>
<thead>
<tr>
<th>Allowance</th>
<th>Current Rate at date of application of agreement</th>
<th>Application</th>
</tr>
</thead>
<tbody>
<tr>
<td>Motor Vehicle Allowance</td>
<td>Any size engine 73 cents per kilometre</td>
<td>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.</td>
</tr>
<tr>
<td>Travel Allowance – Meal</td>
<td>Breakfast-$20 Lunch-$25 Dinner-$40 per day</td>
<td>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: Breakfast 7.00am</td>
</tr>
<tr>
<td>Travel allowance – Accommodation</td>
<td>Actual costs, up to the allowable Australian Tax Office rates as adjusted by the ATO will apply, based on actual receipts/ documentation provided.</td>
<td>Where an employee is absent from the University on University business and the absence extends overnight but does not exceed fourteen days (14 days).</td>
</tr>
<tr>
<td>First Aid Qualification</td>
<td>Actual cost of training/certification</td>
<td>Costs paid to obtain and/or maintain the qualification for an employee formally appointed as a First Aid Officer.</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Salary as at 1st pay period on or after 30 June 2012</th>
<th>3% SALARY INCREASE 1st Pay Period on or after 1-Jul-2013</th>
<th>3% SALARY INCREASE 1st Pay Period on or after 1-Jul-2014</th>
<th>3% SALARY INCREASE 1st Pay Period on or after 1-Jul-2015</th>
<th>3% SALARY INCREASE 1st Pay Period on or after 1-Jul-2016</th>
<th>3% SALARY INCREASE 1st Pay Period on or after 1-Jul-2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>798.15</td>
<td>822.09</td>
<td>846.75</td>
<td>872.15</td>
<td>898.31</td>
<td>925.26</td>
</tr>
</tbody>
</table>
4.4 Health and Safety Representative

Staff elected as Health and Safety Representatives (see Definitions – Clause 7) will be paid an allowance equivalent to the First Aid allowance.

4.5 Working Offshore Allowances

4.5.1 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.

4.5.2 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.

4.5.3 Employees 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 4A - Indigenous Languages Allowance

In accordance with clause 13.5, the following allowances will apply:

<table>
<thead>
<tr>
<th>Per annum rates</th>
<th>Current Salary on or after 30-Jun-12</th>
<th>2% SALARY INCREASE Paid administratively 1st Pay Period on or after 30-Jun-13</th>
<th>1% SALARY INCREASE 1st Pay Period on or after 1-Jul-2013</th>
<th>3% SALARY INCREASE 1st Pay Period on or after 1-Jul-2014</th>
<th>3% SALARY INCREASE 1st Pay Period on or after 1-Jul-2015</th>
<th>3% SALARY INCREASE 1st Pay Period on or after 1-Jul-2016</th>
<th>3% SALARY INCREASE 1st Pay Period on or after 1-Jul-2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elementary level (Level 1)</td>
<td>1,866.95</td>
<td>1,904.29</td>
<td>1,922.96</td>
<td>1,980.65</td>
<td>2,040.06</td>
<td>2,101.27</td>
<td>2,164.31</td>
</tr>
<tr>
<td>Level 2</td>
<td>3,735.47</td>
<td>3,810.18</td>
<td>3,947.53</td>
<td>3,962.96</td>
<td>4,081.85</td>
<td>4,204.30</td>
<td>4,330.43</td>
</tr>
</tbody>
</table>

Level 1 - represents a level of accreditation is appropriate for employees who are capable of using minimal knowledge of language for the purpose of simple communication.

Level 2 - represents a level of ability for the ordinary purposes of general business, conversation, reading and writing.
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.
The University of New England Academic and ELC Teaching Staff Collective Agreement 2014 – 2017

Signed for and on behalf of:

University of New England

[Signature] [28/8/14]

Professor Annabelle Duncan
Vice- Chancellor & CEO
University of New England

Full name

VICE CHANCELLOR

Explain your authority to sign the agreement

Address

UNIVERSITY OF NEW ENGLAND
ELM AVENUE
ARMIDALE NSW 2351

Signed in the presence of:

[Signature] [28/8/14]

Signature of Witness Date

NICOLE ANNE KILLEN

Full name of Witness JP # 15777
The University of New England Academic and ELC Teaching Staff Collective Agreement 2014 – 2017

Signed for and on behalf of the National Tertiary Education Union as Employee Bargaining Representative.

National Tertiary Education Industry Union

[Signature] 28/08/2014
Signature Date

GRAHAME MCCULLOCH
Full name

GENERAL SECRETARY
Explain your authority to sign the agreement

Address
120 CLARENDON STREET
SOUTH MELBOURNE 3205
VICTORIA

Signed in the presence of:

[Signature of Witness] 28/08/2014
Signature of Witness Date

ASHOK MATHEW
Full name of Witness