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This Agreement will be known as *The University of New England Workplace Agreement 2006-2008*.

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Part A – Application and Operation

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3. PARTIES BOUND

3.1. This Agreement will be binding according to its terms upon:

- (a)** the University of New England (UNE);
- (b)** the Community and Public Sector Union (CPSU);
- (c)** the National Tertiary Education Industry Union (NTEU);
- (d)** all general staff members who are employed in the classifications detailed in Schedule **9** of this Agreement;
- (e)** all academic staff who are employed in the classifications detailed in Schedule **8A** and **8B** of this Agreement; and
- (f)** all English Language Centre teaching staff, including Language Instructor (LI), Senior Language Instructor (SLI) and Deputy Director of Studies.

4. PERIOD OF OPERATION

4.1 This Agreement will take effect on the date of lodgement with the Office of the Employment Advocate and remain in force until 30 June, 2008.

5. RELATIONSHIP WITH OTHER AWARDS AND AGREEMENTS

5.1 This Agreement is a Union Collective Agreement pursuant to section 328 of the *Workplace Relations Act 1996*. It is a closed and comprehensive Agreement and replaces and rescinds all previous certified agreements covering staff at the University.

5.2 This Agreement wholly displaces and operates to the exclusion of all Awards and all other Agreements which would otherwise apply to staff whose employment is regulated by the provisions of this Agreement.

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

5.4 Australian Workplace Agreements

- 5.4.1** At the time of offering an Australian Workplace Agreement (AWA) the University will:
- (a)** offer genuine choice between the AWA and this Agreement
 - (b)** provide a copy of (and in the case of casuals, access to) this Agreement
 - (c)** advise of the right to appoint a bargaining agent
 - (d)** allow at least 7 days to consider any AWA offered.
- 5.4.2** Staff will not be disadvantaged in relation to promotion or career progression as a result of exercising their choice of agreement.

6. NO FURTHER CLAIMS

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

7. DEFINITIONS

- 7.1** *“English Language Centre (or ELC) teaching staff”* means any person employed principally to teach an English Language Intensive Course for Overseas Students (ELICOS), teach English to Speakers of Other Languages (TESOL) or other non-award English language courses and Deputy Director of Studies or equivalent position.
- 7.2** *“Head of Cost Centre”* means Executive Dean, Director, University Librarian or Head of Residential System or equivalent position.
- 7.3** *“Consult” and “Consultation”* means that the parties will confer and the views expressed by each party will be taken into account before final decisions are made by management.

8. STAFF CONSULTATION AND REPRESENTATION

- 8.1** The University is committed to directly consulting with all staff in relation to workplace relations, workplace change and human resource matters.
- 8.2** The University also recognises the role of staff representatives and the right of staff members to nominate staff representatives of their choice as defined below.
- 8.3** Staff representatives who are staff members of the University will, on written notification to the University, advising of their appointment as representatives, be allowed reasonable time from usual duties, with pay, to represent staff in relation to this Agreement. Such representation will include reasonable access to University facilities including, but not limited to telephones, fax machines, e-mail, photocopiers and meeting rooms.
- 8.4** Staff representative will mean and refer to a person or organisation nominated by the staff member to represent them, if they so choose, and who is not a current practicing solicitor or barrister in private practice.

8.5 Staff Consultative Committees

8.5.1 Academic Consultative Committee (ACC)

- 2 staff representatives elected from and by academic staff covered by this Agreement
- 2 NTEU nominees
- up to 4 Management nominees

8.5.2 General & Teaching Staff Consultative Committee (GTCC)

- 2 staff representatives elected from and by general staff covered by this Agreement
- 1 CPSU nominee
- 1 NTEU nominee
- up to 4 Management nominees

A sub-committee of the GTCC will meet upon request to deal with ELC specific matters, and will consist of

- 1 elected staff representative elected from and by ELC staff covered by this agreement
- 1 NTEU nominee
- up to 2 Management nominees

8.5.3 Staff representatives will be given time release from normal duties for this role and to participate in the ACC & GTCC and its subcommittee. The committees will meet on a quarterly basis or more often upon the request by any member of the committee. All members of the consultative committees should serve for the life of the agreement, subject to appropriate resignation and replacement procedures. Should an elected member resign from a committee during her or his term, the University will conduct an election commencing within four weeks to replace the member until the next scheduled election.

8.5.4 Role of the Committees

To enhance communication and discussion between management and staff about workplace relations, be meaningfully consulted in the development and review of employment related policies, and review the implementation of the provisions of this Agreement. The ACC & GTCC are not decision making bodies, and the VC will determine final approval for all employment policies. No information that may deal with the personal details of staff members will be made available to these Committees.

8.6 Policy Development

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

9. COMMITMENTS

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

- 9.1.1** improve the performance, competitiveness and success of the University in order to achieve sustainable future growth;
- 9.1.2** a flexible approach to change that reflects the demands in operational requirements;
- 9.1.3** a culture of mutual respect with consultation, participation, trust, flexibility, collegiality and continuing improvement;
- 9.1.4** treating each other in a fair and reasonable manner and being accountable for their responsibilities;
- 9.1.5** an inclusive workplace and will work to prevent and eliminate discrimination, bullying and harassment in the workplace and to achieve equal employment opportunity;
- 9.1.6** achieving and maintaining a healthy and safe working environment;
- 9.1.7** enhancing flexibility and streamlining administrative processes.
- 9.1.8** act in a manner consistent with the protection and promotion of intellectual freedom within the University where staff are able to:
 - (a)** express opinions about issues and ideas related to their professional area of expertise and higher education issues; participate in public debates and debates relating to decision-making processes and express unpopular or controversial views, which do not defame, harass, vilify or intimidate;
 - (b)** pursue critical and open academic inquiry;
 - (c)** express their opinions in their private capacity as an individual member of society, not as a University spokesperson unless authorised to do so; and
 - (d)** participate in professional and representative bodies, and engage in community service without fear of harassment, intimidation or unfair treatment.

Intellectual freedom carries with it the duty of staff members 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 staff member a contract of employment that stipulates the type of employment and informs the staff member of the terms of engagement in relation to:

- (a)** for staff members, other than casuals, the classification level and salary of the staff member, and the hours or the fraction of full-time hours to be worked;

- (b) for a fixed-term staff member, the term of the employment, the length and terms of the period of probation;
- (c) for casual staff members, 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;
- (d) for any staff member subject to probationary employment, the length and terms of the probation;
- (e) other main conditions of employment including the duties and reporting relationships to apply upon appointment.

11. TYPES OF EMPLOYMENT

11.1 The University may employ persons:

- (a) on a continuing or fixed term basis as full-time, fractional or part-time staff members; or
- (b) as casual or student staff members

11.2 Continuing employment

"Continuing employment" means employment with no specified end date.

11.3 Fixed-term Employment

11.3.1 "Fixed-term employment" means employment for a specified term or ascertainable period. The contract for this employment 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 will expire).

11.3.2 For the purpose of this clause, breaks between fixed-term appointments of up to two times per year and of up to six weeks will not constitute breaks in continuous service.

11.3.3 During the term of employment, the contract is not terminable by UNE other than during a probationary period, or for cause based upon persistent unsatisfactory performance or for serious misconduct in accordance with this Agreement, or where the work is no longer required to be undertaken in which case, the salary for the remainder of the contract will be paid out.

11.4 Full-time employment

"Full-time employment" means all employment other than "part-time", "fractional" or "casual".

11.5 Part-time and fractional employment

11.5.1 "Part-time" and "fractional" means employment for less than the normal ordinary hours specified for a full-time general staff member, ELC staff member, or weekly academic workload, for which all entitlements are paid on a pro-rata basis, calculated by reference to the time worked.

11.5.2 At the time of engagement, and for any future variation, the University and the part time staff member will agree, in writing, on the pattern of work.

11.6 Casual employment

11.6.1 "Casual employment" will mean a person engaged by the hour (or session in the case of academic staff) and paid on an hourly/sessional basis that includes a loading related to benefits for which a casual staff member is not eligible.

11.6.2 Casual staff members normally work less than full time in any week, and each work period is a separate and distinct period of service.

11.6.3 Casual general staff will be paid for a minimum of two hours for each occasion.

11.6.4 The provisions of Schedule 7 (Conversion from Casual to Non-Casual Employment) will apply.

11.6.5 Casual academic staff will have reasonable access to a work phone, computer, e-mail and desk.

11.7 Student employment

"Student employment" is a separate category of general staff employment and will apply to specifically designated student positions. The hours a student staff member works are subject to availability, relevant to their study timetable requirements. Student staff members will be paid an all-inclusive rate as detailed in Schedule 2B (2.3), regardless of days worked.

12. ENTITLEMENTS RELATED TO FIXED TERM EMPLOYMENT

12.1 Without derogating from any entitlement under the staff member's contract of employment, a fixed term contract staff member is entitled to the provisions below.

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

Academic and ELC Staff:

12.2.1 UNE will provide a fixed term staff member, with written notice of the University's intention to:

- (a)** continue the position with the same or similar duties; or
- (b)** discontinue the position.

and whether it intends to renew or not renew employment upon expiry of the contract. Such notice will be in accordance with the table below or as provided in the staff member's contract of employment, whichever is the greater:

Period of continuous service	Period of notice	Period of notice for staff over the age of 45 years
Not more than 3 years	2 weeks	3 weeks
3 years but less than 4 years	3 weeks	4 weeks
5 years or over	4 weeks	5 weeks

12.2.2 Where the position is specifically supported by funding external to UNE and beyond its control, UNE is not reasonably able to give the notice required by this subclause, it will be sufficient notice if UNE:

- (a) advises those circumstances to the staff member in writing at the latest time at which the notice would otherwise be required to be given, and
- (b) gives notice to the staff member at the earliest practicable date thereafter.

General Staff

12.2.3 The University will advise, and the supervisor will discuss with, fixed-term general staff 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

Except in exceptional circumstances, 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 competitive and open selection process and has performed satisfactorily in that position. Where a staff member refuses the offer of further employment, there will be no entitlement to severance pay.

12.4 Conversion to Continuing Employment

12.4.1 Except in exceptional circumstances, a fixed term staff member will be offered conversion to continuing employment in their position provided the following criteria are met:

- (a) the staff member has performed satisfactorily; and
- (b) the staff member was previously subject to merit selection for an advertised position; and
- (c) there is available funding; and
- (d) there has been a decision that the position or substantially similar position at the same classification level will be a continuing position or the nature of the position can be established as ongoing in nature.

12.5 Definitions of Fixed Term Employment for Severance Pay

12.5.1 “*Specific task or project*” means a definable work activity which has a starting time and which is expected to be completed within a given time frame. Without limiting the generality of that circumstance, it will also include a period of employment provided for from identifiable funding external to UNE, 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.

12.5.2 “*Research*” means work activity by a person engaged on research only functions.

12.5.3 “*Replacement staff member*” means a person:

- (a) undertaking work activity replacing a full time or part time staff member for a definable period for which the latter is either on authorised leave of absence or is temporarily seconded away from his/her usual work area; or
- (b) performing the duties of a vacant position for which the University has made a definite decision to fill and has commenced recruitment action; or
- (c) filling a position where the normal occupant is performing higher duties pending the outcome of recruitment action initiated by the University for that vacant higher duties position.

12.5.4 *“Recent professional practice”* means where a curriculum in professional or vocational education requires that work be undertaken by a person who has recent practical or commercial experience.

12.5.5 *“Pre-retirement contract”* means where a staff member declares that it is his or her intention to retire and enter a fixed term contract expiring on or around the relevant retirement date which may be adopted as the appropriate type of employment for a period of up to five (5) years.

12.5.6 *“Student contract”* means where enrolled students of the University are employed (during their candidature) under a fixed term contract for work activity which is not described in the preceding paragraphs of this subclause. (Such work will be within the student's academic unit or an associated research unit of that academic unit and will be work generally related to a degree course that the student is undertaking within the academic unit.)

12.6 Severance Pay

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

- (a) the staff member 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
- (b) the staff member 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 staff member will be entitled to a severance payment as follows:

Type of Contract <i>(as defined in clause 12.5)</i>	Period of continuous service	Severance Pay
GENERAL STAFF		
Specific Task / Project Research Replacement Staff member Professional Practice Pre-retirement Student	No Entitlement to Severance	Nil
All other contracts	Up to 12 months 12 mths and up to the completion of 2 yrs 2 years and up to the completion of 3 years 3 years and up to the completion of 4 years 4 years and over	Nil 4 weeks' pay 6 weeks' pay 7 weeks' pay 8 weeks' pay
ACADEMIC STAFF		
Replacement Staff member Pre-retirement Student Professional Practice	No Entitlement to Severance	Nil
Specific Task / Project Research	Up to the completion of 2 yrs 2 years and up to the completion of 3 years 3 years and up to the completion of 4 years 4 years and over	4 weeks' pay 6 weeks' pay 7 weeks' pay 8 weeks' pay
All other contracts	Up to the completion of 2 yrs 2 years and up to the completion of 3 years 3 years and up to the completion of 4 years 4 years and up to the completion of 5 years 5 years and up to the completion of 6 years 6 years and up to the completion of 7 years 7 years and up to the completion of 8 years 8 years and up to the completion of 9 years 9 years and up to the completion of 10 years 10 years and over* <i>*(reduction as a result of LSL entitlement)</i>	4 weeks' pay 6 weeks' pay 7 weeks' pay 8 weeks' pay 11 weeks' pay 12 weeks' pay 14 weeks' pay 15 weeks' pay 17 weeks' pay 12 weeks' pay
ELC STAFF		
	Up to the completion of 2 yrs	4 weeks' pay
	2 years and up to the completion of 3 years	6 weeks' pay
	3 years and up to the completion of 4 years	7 weeks' pay
	4 years and over	8 weeks' pay

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

Transitional provision:

- 12.6.3** The severance pay for general staff and for academic “All other contracts” category will apply to fixed-term contracts which commence after the date of lodgment of this Agreement. Such contracts will count as the “initial” fixed-term contract for the purpose of clause **12.6.1(a)**, with the exception that severance pay will apply, and the University will recognize, all service for general staff “All other contracts” with a total of 5 years continuous service at the date of lodgment of this Agreement.

13. INDIGENOUS EMPLOYMENT

- 13.1** The University aims to increase, encourage and foster Indigenous employment at all levels and areas of the University. The overall responsibility for the maintenance of an Indigenous employment strategy will be assumed at the highest levels of the University.

- 13.2** In addressing Indigenous employment at UNE and in so far as it affects the employment relationship, the University will:

- (a)** recognise Aboriginal and Torres Strait Islander cultural practices and identity;
- (b)** outline the University’s commitment to developing policies and procedures aimed at eliminating racism in the workplace, and making the institution culturally responsive and responsible;
- (c)** facilitate and encourage the direct involvement of Indigenous staff members in determining their own career strategies, goals and objectives;
- (d)** make provision for the identification of classifications, levels and numbers of positions occupied by Aboriginal & Torres Strait Islander staff members as compared to positions occupied by non-Aboriginal & Torres Strait Islander persons. These will be reviewed annually, in order to assess progress and develop further measures to give effect to the Indigenous employment strategy;
- (e)** set out targets for the employment of Indigenous staff;
- (f)** provide for training on the implementation of employment strategies and cultural diversity programs for managers and staff; and
- (g)** focus on maintaining effective links with relevant Aboriginal and Torres Strait Islander communities and agencies.

13.3 Indigenous Language Allowance

- 13.3.1** A staff member 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 **4B**.

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. Staff members will attend their primary place of employment as reasonably required by their supervisor to carry out their duties.
- 14.2** Where the University requires a staff member to change their current primary place of employment, this change will be determined through consultation and agreement between the University and the staff member and will be recorded in writing on the staff member's personal staff file.

15. FLEXIBLE AND FAMILY WORKING ARRANGEMENTS

- 15.1** The University is committed to "family friendly" and "work/life balance" work strategies to assist staff trying to balance work and family responsibilities and balance of work and life. Flexible working arrangements may be entered into in order to accommodate the work requirements of the University and family and work life commitments of staff members 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:
- (a)** Flexible start and finish times for a defined period;
 - (b)** Short breaks of an hour or two to resolve personal or crisis situations or to attend appointments off campus;
 - (c)** Leave scheduled to accommodate family, carer or other commitments;
 - (d)** Reduced hours for short, defined periods to enable family, carer or other commitments to be managed;
 - (e)** Planned work programmes to avoid unplanned roster changes or the need to work late
- 15.3** Longer term flexible working arrangements, where authorised, include provisions such as:
- flexible hours
 - fractional/part-time employment
 - special arrangements (including leave), e.g. for non-custodial parents and for those with elder care responsibilities
 - return to work following Parental Leave
 - addressing the specific needs of nursing mothers and new parents
 - balancing work and life
- 15.4** Staff members, wishing to revert to their substantive work arrangements prior to the intended end of the arrangement, will be accommodated to the extent possible, given other arrangements which may have already been entered into in the workplace.

PART C – SALARY AND RELATED MATTERS

16. SALARIES

- 16.1** The salary and casual rates are set out in Schedules 1 to 3 of this Agreement. Part time and fractional staff members will receive salary entitlements on a pro-rata basis.
- 16.2** The following salary increases will apply, with each rate compounding onto the previous salary:
- (a)** 2% from the first full pay period to commence on or after 31 March, 2007
 - (b)** 2.25% from the first full pay period to commence on or after 31 August, 2007
 - (c)** 2% from the first full pay period to commence on or after 31 March, 2008
 - (d)** 2.25% from the first full pay period to commence on or after 30 June, 2008
- 16.3** Staff will be paid fortnightly, in arrears, by electronic funds transfer into a bank; credit union or other financial institution account nominated by the staff member and acceptable to the University.

General staff

- 16.4** Apprentices will be paid rates in accordance with the following percentages of the salary prescribed for the first step of HEO Level 3: 1st year – 45%, 2nd year – 60%, 3rd year – 75% and 4th year – 90%.

Annual Leave Loading

- 16.5** Academic staff members 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. Staff members 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.
- 16.6** Salaries for general staff and English Language Centre Staff are inclusive of the roll-up of annual leave loading.

17. SUPERANNUATION

- 17.1** Except as provided in clause 17.4, The University will continue to provide 17% employer contributions to the Defined Benefit Plan/Accumulation Super 2 Plan (howsoever called) administered by UniSuper, for new and existing staff members in accordance with current eligibility criteria.
- 17.2** For Superannuation Guarantee Contribution members only, a 9% employer contribution will be paid to the UniSuper Accumulation Super 1 account.

- 17.3** All casual staff will have a minimum of an equivalent of 3% of their salary paid to the UniSuper Accumulation Super 1 account.
- 17.4** 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 staff members request. Any reduction in the employer superannuation contribution will be paid as salary.
- 17.5** Staff who are currently contributory members of the SSS (State Superannuation Scheme) or SASS (State Authorities Superannuation Scheme) will continue to be entitled to the legislative provisions covering those Schemes.

18. SALARY PACKAGING

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

19. OTHER ALLOWANCES

- 19.1** The provisions of Schedule 5 will apply.

20. ACCIDENT MAKE-UP PAY

- 20.1** A staff member will be entitled to leave on full pay less any amount of weekly Workers compensation paid to the staff member during the incapacity of a staff member until the incapacity ceases, or until the expiration of an aggregate 26 weeks; whichever may first occur.
- 20.2** Paid leave will be exclusive of any sick leave entitlement due and owing to the staff member.
- 20.3** If a staff member receives monies in settlement of or pursuant to a judgment for a civil claim to damages in connection with the incapacity the staff member will repay any payments made under this clause.

21. POSITION CLASSIFICATION

- 21.1** All academic and general staff positions will be classified in accordance with the Position Classification Standards and Descriptors in Schedules 8 and 9.
- 21.2** Where an existing general staff position is reclassified to a lower level, the existing staff member will retain their existing classification level, access to increments and general pay rises for the duration of their occupancy of that position.

21.3 Broadbanding

- 21.3.1** “Broadbanding” is where a position is classified at more than one classification levels (with appropriate position statements written at each level) depending on the level of responsibility, experience, qualifications and skill required and consistent with the classification descriptors as set out in Schedule 9.
- 21.3.2** Staff members can progress through the broadbanded levels for that position, subject to the staff member’s development, performance and job experience, and in line with the classification descriptors. Where an existing position is broadbanded to include a lower classification level, an incumbent staff member will remain at their classification level.

PART D - LEAVE

22. PUBLIC HOLIDAYS

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

23. CHRISTMAS BREAK

- 23.1** Staff (other than casual staff) will be entitled to leave on full pay between and including the period of Christmas Day and New Year’s Day.
- 23.2** Should a staff member be required to work during such Christmas break they will accrue time off equivalent to the quantum of time worked. Such time off should normally be taken within four (4) weeks of the Christmas break at a time mutually agreed between the staff member and their Supervisor/Manager.
- 23.3** Any day which falls during the Christmas break and is gazetted as a public holiday will form part of the Christmas break.

24. UNIVERSITY SHUTDOWN

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

25. ANNUAL LEAVE

Academic Staff

- 25.1** A full-time staff member will accrue annual leave at the rate of four weeks over each twelve month period, or on a pro rata basis for any period of service which is less than one year.

General Staff and ELC Staff

- 25.2** A staff member, other than a casual staff member, will be entitled to 175 hours (210 hours for shift workers) 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 year.

All staff

- 25.3** All staff are required to submit a leave application in advance of the leave being taken.
- 25.4** Part-time or fractional staff members will be eligible for annual leave on a pro-rata basis.
- 25.5** A casual staff member is not entitled to annual leave.
- 25.6** A staff member may be directed to take a period of annual leave if the staff member has accumulated an annual leave credit greater than what the staff member would ordinarily accrue over two years. In this situation, the University may direct the staff member to take up to one quarter of his or her accumulated annual leave credit. (general staff will have until 6 May, 2007 to take any leave accrued prior to the commencement of this Agreement which was in excess of 210 hours.)
- 25.7** If a staff member, who is eligible for sick leave, produces a satisfactory medical certificate to the effect that he/she has been incapacitated for a period of one week or more while on annual leave, the university will re-credit the staff member with an equivalent period of annual leave. No such re-credit will be granted to a staff member on annual leave immediately prior to retirement, resignation or termination of services.
- 25.8** Annual leave will not normally be approved to be taken immediately prior to resignation or retirement. Normally, the staff member's last day of duties is their termination date. Any leave entitlements will be paid out upon termination of employment.

Accrual

- 25.9** Annual leave may not be taken in advance of the entitlement accruing.
- 25.10** Where a staff member is granted and takes long service leave or maternity leave on half pay, annual leave entitlement will accrue at half the normal rate during the period of leave.
- 25.11** Where a staff member is granted and takes leave without pay, no annual leave entitlement will accrue during the period of leave without pay.

26. LONG SERVICE LEAVE

Eligibility

- 26.1** A staff member holding a full time appointment who has completed ten years' service at the University (whether continuous or broken periods) is entitled to sixty five (65) paid working days long service leave. Service up to fifteen years will accrue long service leave at the rate of 6.5 paid working days per annum. After fifteen years of service, long service leave will accrue at the rate of 10.8705 paid working days for each additional year of service.
- 26.2** Fractional, part time or casual staff members will receive entitlements on a pro rata basis.
- 26.3** For casual staff, for the purposes of this clause:
- 26.3.1** the service of a casual staff member with the University will be deemed to be continuous notwithstanding that the service has been broken by reason only of an interruption or determination thereof:
- (a)** caused by the absence of the staff member under the terms of the staff member's employment,
 - (b)** caused by the absence of the staff member on account of illness or injury,
 - (c)** made by the University with the intention of avoiding any obligation imposed on the University by this Agreement,
 - (d)** arising directly or indirectly from an industrial dispute,
 - (e)** made by the University by reason of slackness of trade,
 - (f)** arising from the absence of the staff member for any cause by leave of the University, or
 - (g)** caused by the University for any reason other than those referred to in subparagraphs **(c)–(e)** where the staff member returns to the service of, or is re-employed by, the University within 2 months of the date on which the service was interrupted or determined,
- but the period during which the service is so interrupted or determined will not in the circumstances referred to in subparagraphs **(c)–(g)**, by reason only of this paragraph, be taken into account in calculating the period of service.
- 26.4** Public holidays occurring during a long service leave period will be regarded as part of the long service leave.
- 26.5** Where a staff member 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 staff member or the staff member's personal representative a proportionate amount on the basis of sixty five (65) days for 10 years service.
- 26.6** Where a staff member with ten (10) completed years of service resigns or is terminated, the staff member will be entitled to be paid the monetary value of the leave.

Time of taking long service leave

- 26.7** Subject to clause **26.8**, a staff member 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 staff member requests such leave in writing at least six (6) months in advance, or in the absence of such notice, the Executive Dean/Head of Cost Centre consents.
- 26.8** Where a staff member has accumulated a long service leave entitlement in excess of 4.5 months, the Executive Dean/Head of Cost Centre may give the staff member written notice to take up to 3 months of such leave, at a time convenient to the needs of the University, provided that:
- (a) the staff member is given written notice of at least twelve (12) months of the date on which leave must commence;
 - (b) the staff member is not required to take long service leave within twenty four (24) months of the intended date of their retirement;
 - (c) the minimum period of leave the University can require a staff member to take will be six (6) weeks;
 - (d) in any case where a staff member has taken leave pursuant to this subclause the Dean/Head of Cost Centre will not require the staff member to take a further period of long service leave for a period of two (2) years after the end of that period of leave.

Recognition of Prior University Service

- 26.9** Prior continuous service with other Australian universities will be counted as service for the purposes of calculating long service leave entitlements provided that:
- 26.9.1** only service from 1 January 1969 will be taken into account for eligibility purposes;
 - 26.9.2** except as provided in clause **26.12** such prior service will not accrue a long service leave entitlement but will be included as qualifying service for determining when the staff member is eligible to take long service leave and at what rate the long service leave will accrue;
 - 26.9.3** there is not more than two months between the cessation of employment with a releasing university and the commencement of employment with UNE. In this case service will be deemed to have been continuous but any break in employment will not count as service for accrual or service purposes;
 - 26.9.4** unless agreed otherwise with the Executive Dean/relevant Pro Vice Chancellor, the staff member will be required to serve at least five years with UNE before being permitted to take accrued long service leave or be paid in lieu, if applicable, on termination of employment; and
 - 26.9.5** the only prior continuous service in other Australian universities recognised by UNE will be that which has been recognised by the releasing institution. Prior service with organisations other than Australian universities will not be recognised even if it has been recognised by the releasing institution.

- 26.10** Subject to the above clauses, prior service in the former Armidale College of Advanced Education will be taken into account when calculating a staff member's service eligibility for long service leave provided that there has not been a break in continuous employment of more than two (2) months;
- 26.11** Upon termination of employment of a staff member, UNE will either pay out any long service leave entitlements owing at termination or if the staff member so wishes, pay the equivalent of any accrued long service leave directly to the receiving university, provided that the receiving university agrees and will recognise the accrued long service leave.
- 26.12** 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.
- 26.13** Where such recognition is given, UNE may require a commitment, at the time of employment, about when the accrued leave will be taken.

27. SICK LEAVE

- 27.1** Staff who have completed three (3) months of service and satisfy the University that they are unable to perform their duties by reason of personal illness, injury or incapacity (not arising out of, or in the course of, their employment) will be entitled to sick leave with pay, as set out in this clause, sufficient to permit them to recover from their personal illness, injury or incapacity. There will be no cap on the level of sick leave.
- 27.2** Staff who have less than three (3) months of service will be entitled to 3 days paid sick leave. Additional sick leave within that period will be unpaid and will not count as service for any purposes.
- 27.3** A casual staff member will not be entitled to sick leave.
- 27.4** Where a public holiday, which would otherwise be a working day, falls during a period of sick leave, the absence on the public holiday will be treated as sick leave.
- 27.5** A staff member unable to attend work due to illness will inform the supervisor or other senior person as soon as is practicable, stating the estimated duration of the absence.
- 27.6** A staff member absent from duty on grounds of illness for any period exceeding 3 consecutive days or in excess of 20 aggregate working days may be required to furnish a medical certificate (or certificate from a registered health practitioner) to the University.
- 27.7** A staff member who has a recent pattern of absences unsupported by health certificates may be interviewed by her or his supervisor about the sick leave within the context of the person's overall attendance patterns and work performance. More than fifteen (15) one or two day absences or a regular pattern of five (5) absences unsupported by health certificates, in any twelve month period, may be sufficient to initiate an interview.
- 27.8** The University will accept certificates which comply with the principles established by the New South Wales Medical Board and if the University believes the certificate provided does not comply with these principles, the staff member will be given a copy of the Sick Leave policy and be advised of the specific concern with the certificate and will

be given an opportunity to obtain an amended certificate from their registered health professional

27.9 The University will manage sick leave in a fair and equitable way, which takes account of the circumstances and results of individual absences. Return to work will be encouraged by the supervisor, within the limits of medical advice, including but not limited to mutual agreement to temporary or permanent:

- reduction in hours of work
- changes to duties or position
- retraining
- support for rehabilitation
- ergonomic or other aids or equipment
- a formal return to work or rehabilitation programme
- other reasonable accommodations for disability, incapacity, or illness.

28. PARENTAL LEAVE

28.1 Staff, other than casual staff, are entitled to Parental Leave in accordance with this clause. (Clause **28.3** will apply in the case of casual staff.)

28.2 In this clause:

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

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

28.2.3 “**Adoption**”, in relation to a child, is a reference to a child who: is not the natural child or step-child of the staff member or the staff member’s partner and has not lived continuously with the staff member for 6 months or longer

28.2.4 “**Estimated date of confinement**” (EDC) means the day certified by a medical practitioner to be the day on which the staff member or the staff member’s partner, as the case may be, is expected to give birth to a child

PARENTAL LEAVE TYPE	ENTITLEMENT	PROCEDURES
<p>Maternity/ Primary Carer Leave for the primary carer on the birth of a child</p>	<p>Up to 52 weeks in total</p> <p>Consisting of:</p> <ul style="list-style-type: none"> • 26 weeks on full pay plus 26 weeks unpaid; or • 52 weeks on half pay; or • Any combination, mutually agreed, equivalent to 26 weeks paid but not exceeding 52 weeks total leave 	<ul style="list-style-type: none"> • Leave may commence up to 20 weeks before the EDC • A pregnant staff member requiring leave to deal with sickness as a result of pregnancy and is within six (6) weeks of the EDC, she 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.
<p>Partner To give care and support to the mother</p>	<p>8 weeks in total <i>(except where clause 28.9 applies)</i></p> <p>Consisting of:</p>	<ul style="list-style-type: none"> • Paid leave to be taken in the period between 3 months prior to and 3 months after the EDC

	<ul style="list-style-type: none"> • 1 week on full pay plus • Up to 7 weeks unpaid • Where the mother is not employed by UNE, an additional period, or periods of leave without pay, of up to forty six (46) weeks unpaid leave, subject to UNE operational requirements, where the staff member is to be the primary carer. 	
<p>Adoption Leave for the primary carer of an adopted child</p>	<p>52 weeks in total</p> <p>Consisting of:</p> <ul style="list-style-type: none"> • 12 weeks full pay; or • 24 weeks on half pay; or • Any combination, mutually agreed, equivalent to 12 weeks full pay and remainder unpaid but not exceeding 52 weeks total leave 	<ul style="list-style-type: none"> • To commence on the date of placement of the child
<p>Foster Primary carer of a foster child younger than 5 years</p> <p>Child 5 years or older on long term placement</p>	<p>Consisting of:</p> <ul style="list-style-type: none"> • 3 weeks in total • 3 weeks paid; or • 6 weeks on half pay <ul style="list-style-type: none"> • 8 days in total • 8 days paid; or • 3 weeks on half pay 	<ul style="list-style-type: none"> • Leave to be taken from the time the child enters their care
<p>Child Rearing Care of pre-school age children up to 6 yrs</p>	<p>Consisting of:</p> <ul style="list-style-type: none"> • 52 weeks unpaid • Further unpaid leave 	<ul style="list-style-type: none"> • May be taken in addition to any other parental leave and is subject to the operational needs of the university. • Application can only be rejected if a significant difficulty for the work unit would result. • Return to work plan to be negotiated.
<p>Antenatal</p>	<p>Consisting of:</p> <ul style="list-style-type: none"> • 3 days paid leave taken as one day per month 	<ul style="list-style-type: none"> • During final three months of pregnancy
<p>Postnatal</p>	<p>A staff member who is breastfeeding will be entitled to regular breaks in paid time for lactation purposes.</p>	<ul style="list-style-type: none"> • Clean, private space will be provided for the purpose of breast feeding and/or expressing milk during breaks.

Casual Staff members

28.3 “Eligible” casual staff may take up to 52 consecutive weeks unpaid Parental Leave, where the staff member 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 the child, would have a reasonable expectation of ongoing employment on a regular and systematic basis.

Conditions

- 28.4** Part time staff members are entitled to parental leave on a pro rata basis.
- 28.5** Fixed term staff will only be granted paid and/or unpaid leave within the term of their contract of employment and any subsequent contract if any.
- 28.6** Parental leave cannot be taken in broken periods unless mutually agreed for career development purposes. 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 may be utilised to extend the period of paid leave.
- 28.7** Parental leave does not break continuity of service.
- 28.8** The unpaid portion of any leave taken will not count for service for the calculation of annual, long service or sick leave entitlements.
- 28.9** Maternity/Primary carer leave cannot exceed 52 weeks total unless both parents are employed by the university and Partner leave is utilised in conjunction with Maternity/Primary Carer leave.
- 28.10** If both parents are employed by the University, the paid leave component as primary carer can be shared by both but is only available to one parent at a time in addition to the partner leave.
- 28.11** If requested by a staff member, any paid portion of maternity leave or adoption leave may be paid as a lump sum. Staff members will be advised that this may have a negative effect on their superannuation
- 28.12** All employer superannuation contributions during the period of paid parental leave at half pay will be on a pro rata basis.

Return to work

- 28.13** Birth mothers must not return to work sooner than 6 weeks following the birth of a child unless medically certified fit to return earlier.
- 28.14** A staff member will return to their substantive position unless redundant. If the substantive position is redundant, the staff member will be transferred to a position with classification and duties commensurate with the staff member's qualifications and experience.
- 28.15** Subject to operational requirements of the University a staff member may upon application return to work part-time until the child reaches school age before resuming full time work.
- 28.16** Once a staff member has returned to work, any further working arrangements will be considered through the Flexible and Family provisions.

Documentation

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

Notice Requirements

- 28.20** Staff members are required to provide the following notice and documentation to the University;

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

29. FAMILY AND COMMUNITY LEAVE

- 29.1** A staff member (other than a casual staff) will be credited with ten (10) days non-cumulative Family and Community leave with pay on 1 January each year (or pro rata in the staff member's first year of employment calculated from the date of the staff member's appointment) for the mixed purposes of family/carer leave, compassionate/bereavement leave, religious and cultural leave.
- 29.2** Family and Community leave is available where a staff member (other than a casual staff) is unable to attend work because of:
- 29.2.1** unexpected family/carer responsibilities including caring for an ill or incapacitated child (including an adult child, grandchild, adopted child, step child or child for whom the staff member 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, and providing care

during the unexpected temporary absence of the usual carer, including during the unexpected closure of a child's School; or

29.2.2 bereavement/compassionate reasons on account of the death of a staff member's spouse, partner (including same sex partner), parent, grandparent, grandchild, child, sibling, people of importance in the member's culture, or other reasons of a compassionate nature, given in writing and accepted by the University; or

29.2.3 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 staff member, or where, a staff member is a member of an Aboriginal or Torres Strait Islander community, participating in the ceremonial and cultural life of that community.

29.3 Such requests must be given in writing and accepted by the University.

29.4 A further two days of unpaid Family and Community Leave per occasion will be available in the event of an unexpected emergency for staff members who have exhausted their Family and Community Leave entitlement or are casual.

29.5 In the event that a staff member has exhausted their Family and Community leave an additional two days of paid compassionate/bereavement leave per occasion will also be available to staff members.

29.6 A staff member who is leaving work or unable to attend work due to the need to take Family and Community leave will inform their supervisor as soon as practicable, stating the nature of the leave requested and the estimated duration of the absence.

30. JURY AND WITNESS LEAVE

30.1 A staff member required to attend jury service will have the option to choose to:

(a) be deemed to be "on duty" on normal pay. The staff member will pay to the university any fee paid for jury service other than for expenses; or

(b) take annual leave or long service leave.

30.2 A staff member 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 staff member will pay to the university any fee paid for their role as a witness other than for expenses.

30.3 A staff member subpoenaed, summonsed or called as a witness in legal proceedings not relating to University business will be required to cover any absence as either leave without pay or annual leave.

PART E – MANAGING ORGANISATIONAL CHANGE

31. WORKPLACE CHANGE

- 31.1** The University seeks to manage workplace change in a transparent and constructive manner so as to avoid and minimise any adverse effects on staff, while ensuring that the University is able to adapt appropriately to changing strategies, plans and circumstances.
- 31.2** Where the University has concerns about low student enrolments and/or emerging financial difficulties which may result in a reduction in staffing levels, the Head of Unit will meet with staff in the affected area/s to provide relevant information and give them an opportunity to comment and to provide input on measures to address the concerns, before considering whether it is necessary to pursue further action under the managing change procedures.
- 31.3** Staff (and their nominated representative/s where they choose), who are likely to be affected by change will be meaningfully involved in the consideration of change proposals throughout the process; including the development of a formal proposal stage and consideration of implementation issues once the change is determined. Where practicable, the University will include staff who are on leave in the consultative process
- 31.4** The consultation process will involve provision of relevant information about the change proposal; an opportunity to consider the proposal and any variations to the proposal made by the University and provide a response and/or alternative options; a meeting or meetings to present, discuss and respond to the proposal and alternatives and to discuss implementations and measures to avert or mitigate negative impacts on staff. The University will consider feedback from this consultation.
- 31.5** The University will continue to use every effort to avoid forced retrenchments. Where practicable, the University will achieve reductions through natural attrition, or through appropriate voluntary measures as outlined in clause **31.8**.
- 31.6** A major workplace change process will apply where it is anticipated that one or more of the following may occur:
- (a)** redundancy/ies; or
 - (b)** a targeted reduction in the workforce within a Cost Centre which will have a significant impact on that Cost Centre; or
 - (c)** significant changes to the composition, structure or size of the workforce not including reporting line changes;
 - (d)** the restructuring of work required of staff which may result in a negative impact upon staff members collectively within a Cost Centre or across more than one area of the University; and/or
- 31.7** For a major workplace change, the consultation process in clause **31.4** above will include the distribution of a Workplace Change proposal document to all staff who will be directly affected, and any representatives. This document will include, but not be limited to, as appropriate, timelines for implementation, the rationale for the change,

including objectives and aims, the likely effects of the change upon staff, (including transfers, redundancies or redeployments, outsourcing, equity impact, workload implications, training and professional development issues) relevant financial information; the consultation process, organisational charts; and measures to avert or mitigate any negative impact on staff.

- 31.8** At the point during the consultation process that it becomes clear that forced redundancies will be required, the University will provide staff with an opportunity to consider any measures which may mitigate any negative impact on staff. Such voluntary measures may include but are not limited to leave without pay, voluntary conversion to part time employment (for a specified period of time unless otherwise agreed), long service leave, secondment, internal transfer, voluntary separations, or natural attrition.
- 31.9** Except for minor workplace changes or as otherwise mutually agreed, staff will be provided with at least 30 working days prior to the change proposal being finalised to apply for any of the voluntary measures as set out in clause **31.8** above. Such provision should be noted in writing in the appropriate draft of the change document (or other document) and specify the start date of the consideration period. Staff members who have applied for any voluntary measures will be advised of the outcome of their application in a timely fashion.
- 31.10** During this consideration period, staff will be encouraged to seek professional financial advice regarding their options. To assist in this decision-making, the University will allow staff to meet during work time with a qualified financial planner/accountant and will reimburse costs to a maximum of \$250 upon the presentation of an invoice/receipt.
- 31.11** Where the duties of a position are significantly changed, or there are new position/s created, potentially “displaced” staff will be considered first for those positions. Where such positions are not filled by “displaced” staff members, (or able to be otherwise filled by an appropriate person in the redeployment “pool”), the position/s will be advertised externally.
- 31.12** For the purposes of this clause, a “displaced” staff member will mean a staff member whose position has been made redundant.
- 31.13** Where the duties of a position are not significantly changed, the incumbent will continue to hold the position.
- 31.14** No vacant position will be advertised without first assessing whether there are any “displaced” staff members on the transfer/redeployment list.
- 31.15** Fair, transparent and objective criteria will be used to place staff in remaining positions.
- 31.16** A staff member potentially facing retrenchment may seek, and will then be provided with:
- (a) access to appropriate support from within the University to assist in seeking alternative employment; and/or

(b) 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.

31.17 For academic staff, where expenses to attend such interviews are not met by the prospective employer, the academic staff member will be entitled to reasonable travel and other incidental expenses incurred in attending such interviews as determined by the Vice-Chancellor.

32. TRANSFER

32.1 Notwithstanding any other provision of this Agreement, the University reserves the right to transfer any member of staff to perform, at their current substantive classification level, duties for which they are reasonably qualified where such transfer is reasonable and does not require a change to the staff member's primary place of employment. For academic staff, transfers will only occur by mutual agreement.

33. REDEPLOYMENT (GENERAL STAFF)

33.1 Following the finalisation of the change process, and after placing any "displaced" staff within the new structure, the University will invite, in writing, any other staff members to elect, within ten (10) working days, whether he or she wishes to be considered for redeployment within the University or to be retrenched.

33.2 Where a staff member elects to be considered for redeployment, the University will take all reasonable steps, during a period of six (6) months commencing from the date when the notice of election is received, to identify a position or positions within the University to which the displaced staff member may be redeployed. At the end of the six (6) month period, where the staff member has been unable to be redeployed into a suitable position, the University will proceed to retrench the staff member in accordance with clauses **34.4.1** to **34.4.3**.

33.3 A redeployment review period of up to three months may apply before the appointment is confirmed. The assessment for suitability of redeployment into a particular position will be based on the staff member's skills, abilities and qualifications, and capacity to satisfactorily perform the duties of the position. A redeployment review will be for the purpose of ensuring that the staff member can reasonably fulfil the job requirements.

33.4 During the periods referred to in subclauses **33.1** and **33.2** the "displaced" staff member will be provided with work in either their present workplace or some other workplace and may undertake such training identified by the supervisor as likely to assist in redeployment.

33.5 A displaced staff member who has elected to be considered for redeployment will not refuse a reasonable offer of redeployment or training.

33.6 A displaced staff member may be redeployed to a position classified up to two levels lower than that of the position previously occupied in which case the staff member's

existing salary will be frozen until the pay rate for the top step of the lower classified position overtakes the rate.

- 33.7** A displaced staff member who elects to be considered for redeployment but for whom a continuing position has not been identified within the period referred to in subclauses **33.1** and **33.2** will be retrenched.

34. REDUNDANCY

- 34.1** Redundancy occurs when the University decides it no longer wishes the job the staff member 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.

- 34.2** Nothing in this clause will prohibit the University and a staff member agreeing to an alternative retrenchment package so long as the value of such a package is not less than the money value provided in accordance with the above sub-clauses.

- 34.3** A staff member 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.

34.4 Retrenchment Pay

- 34.4.1** The minimum value of the voluntary separation/retrenchment package will be no less than two (2) weeks for every completed year of continuous service.

- 34.4.2** For general and ELC staff, where a staff member is 45 years of age or older and has completed two (2) years continuous service with the University the staff member will be entitled to an additional four (4) weeks pay.

- 34.4.3** The maximum retrenchment package payable under clauses **34.4.1** and **34.4.2** will be no more than 52 weeks.

- 34.4.4** General staff who elect retrenchment within the ten (10) day consideration period will be entitled to a further twenty four (24) weeks lump sum payment, in addition to the standard redundancy payments as prescribed in clauses **34.4.1** to **34.4.3**.

34.5 Notice Period

- 34.5.1** A staff member who is retrenched will be entitled to the following payment in lieu of notice:

(a) Academic and ELC Staff – twenty six (26) weeks

(b) General staff – four (4) weeks

- 34.5.2** For general staff, in addition to this period of notice, staff members who are over 45 years of age at the time of giving of notice and who have at least two (2) years of continuous service with the University will receive an additional one (1) week of notice.

34.6 Letter of Certification

- 34.6.1** A staff member 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.

34.7 Academic Expenses

- 34.7.1** Any reasonable costs and charges as determined by the Vice-Chancellor associated with a programme of retraining as an agreed measure to mitigate the effects of an academic staff member's position being surplus will be reimbursed to the academic staff member.

- 34.7.2** Where, as an agreed measure to mitigate the effects of a staff member's position being surplus to requirements, the staff member is redeployed to a lower level position, placed on a programme of retraining or otherwise maintains an employment relationship with the University but in circumstances which would provide a reduced income, in which case, the staff member's existing salary will be frozen until the salary of the lower classified position overtakes the existing salary.

- 34.7.3** If an academic staff member is redeployed to a permanent position elsewhere in the University (i.e. involving a geographic relocation as an agreed measure to mitigate the effects of his/her position being surplus to requirements of the University) and, as a consequence, it is not reasonably practicable for the staff member to remain in his or her existing residence, the staff member will be entitled to all reasonable expenses associated with moving household to a new locality, including:

- (a)** the conveyance of the staff member and dependents, including reasonable costs for removal of furniture and personal effects.
- (b)** two-thirds of the expenses necessarily incurred by the academic in residing at a hotel or boarding-house for up to four weeks while waiting to commence or continue his or her journey to the new locality; or secure a place of residence in that locality.
- (c)** possible payment of an allowance at a rate per week determined by the Vice-Chancellor for a further period not exceeding five (5) weeks.
- (d)** an amount determined as fair by the Vice-Chancellor for the costs associated with the staff member moving and storing furniture and effects while waiting to secure a place of residence in the new locality;
- (e)** a depreciation allowance for wear and tear on furniture and effects as determined by the Vice Chancellor
- (f)** an incidentals allowance for costs associated with establishing a new place of residence (eg telephone, gas reconnection).
- (g)** a property allowance equal to the actual expenses incurred for selling or buying a house within 2 years of transfer being fees for legal; agent's commission; stamp duty; transfer of title; execution or discharge of a first mortgage; and any reasonable costs as determined by the Vice-Chancellor of advertising for sale of a dwelling-house.

PART F – MANAGING PERFORMANCE

35. PERFORMANCE MANAGEMENT SYSTEM

35.1 The UNE Performance Management System will:

- 35.1.1** enhance the flexibility, performance and efficiency of the workforce/staff in all required skills, while encouraging innovation and diversity, and in particular, to develop and build leadership, management and supervisory skills and technical skills;
- 35.1.2** provide effective and fair processes for the assessment of staff performance, including the opportunity for staff to contribute fully to the process, respond to comments and suggestions and appeal against findings and resulting decisions;
- 35.1.3** provide effective and fair integration of procedures and results of separate processes, but developmental assessments will only be available to disciplinary processes with staff consent;
- 35.1.4** ensure performance expectations and workload are reasonable, transparent and appropriate to the staff member's classification level, experience and University practices, and that information is provided on resources and support available;
- 35.1.5** align individual staff member performance with the position, the University's strategic goals and the goals of the work unit, and resolve appropriate professional development for staff, taking into account differences in work unit practice and culture;
- 35.1.6** provide a mechanism for constructive recognition, support and feedback within a supportive and collegial working environment.
- 35.1.7** The Performance Management System applies to all staff, and includes assessments of their performance for the purposes of:
 - (a)** Professional and career development ("formative appraisal");
 - (b)** Incremental progression;
 - (c)** Probation;
 - (d)** Promotion (academic staff only);
 - (e)** Unsatisfactory performance; and
 - (f)** Cyclical performance review (for academics this will be a cyclical review if they were not assessed for the purposes of (c), (d) or (e) in the preceding four years, and for other staff will be no more frequent than an annual review);

with the results of the reviews helping other processes, as shown here.

35.2 The primary purpose of Performance Management is to provide all staff with developmental help.

35.3 General

- 35.3.1** The procedures in this Part should not be used in an arbitrary or unfair fashion and the University will only discipline or terminate the employment of a staff member in accordance with the provisions of this Agreement.
- 35.3.2** Nothing in this Part will be construed as excluding the jurisdiction of any external court or tribunal which, but for this clause/part, would be competent to deal with the matter.
- 35.3.3** All persons involved in any action initiated under the procedures in this Part are obliged to maintain the strictest confidentiality at all times.

36. PROFESSIONAL AND CAREER DEVELOPMENT

36.1 Academic Study Leave/professional experience leave

All eligible staff members are able to apply for study leave or professional experience leave.

36.2 General and ELC Staff Study, Examination Leave and Formal Courses

- 36.2.1** In addition to professional development identified in their Training and Development Plan, general and ELC staff members are eligible to apply for Study Leave to assist in attending lectures, tutorials and residential schools. Entitlement is subject to the University approving that the course of study is relevant to the staff member's current work, career development, or for other reasons as mutually agreed between the department Manager/Head of Cost Centre and the individual concerned. Time off for study is at the discretion of the University and is subject at all times to the University's operating needs.
- 36.2.2** Where appropriate, formal courses may be provided to general and ELC staff members where mutually agreed between the supervisor and the individual concerned.

36.3 Supervisors

- 36.3.1** Each staff member will be advised in writing of the nominated supervisor. Staff may make a case for an alternative supervisor to be designated.
- 36.3.2** Supervisors are responsible for implementing the Performance Management System for all staff who report to them. In addition, each supervisor will regularly meet with all staff members who report to them, both on an individual basis and in groups of staff who report to them and who work in the same or similar areas. The supervisor will support their staff in thinking innovatively and creatively about their future direction and that of their work unit or discipline. They will discuss with their staff the following matters:

- (a)** Workplace and external developments that affect the staff and their unit;

- (b) Opportunities for new initiatives, innovation and engagement that would directly involve the staff, including realignment of their activities and priorities to best support University strategies;
- (c) Review of problems or issues that have arisen in the past and solutions that can be implemented by the staff to prevent or mitigate future problems/issues;
- (d) Training and professional development needs of the staff;
- (e) Any other matter that any staff member raises.

Records will be kept as support for future discussions.

36.3.3 In addition to other training matters that may be required from time to time, supervisors will be required to undergo training which will incorporate such things as the Performance Management System, staff assessment techniques, identifying staff development needs, equal opportunity and affirmative action policies and guidelines, and specific training to enable them to fulfil the functions covered in **36.3**.

36.3.4 No untrained supervisor will undertake the appraisal of staff. A supervisor will receive appropriate training in staff assessment techniques and visionary leadership, and on the provisions of this Agreement, within three months of appointment.

37. INCREMENTAL PROGRESSION

37.1 At the conclusion of each 12 month period, following a staff member's entry into a classification, a staff member will be eligible for movement to the next highest salary point within the classification.

37.2 A staff member will proceed by annual increment to the next salary point within the classification subject to demonstrating satisfactory performance, and, in the case of:

37.2.1 General staff, where appropriate, acquiring and using additional skills, experience and knowledge within the ambit of the classification; and

37.2.2 English Language Centre staff, attainment of the appropriate level of competency required for advancement.

37.3 The withholding of an increment will not be the first indication to a staff member that the supervisor has concerns about their performance. Where a supervisor has concerns that a staff member's performance may not justify the award of an increment the staff member should be informed of the supervisor's concerns as soon as possible prior to the date on which the increment is due. The staff member must also be given the opportunity at this time to raise mitigating circumstances of which the supervisor/manager might be unaware.

37.4 A decision will be made prior to the end of the incremental period as to whether the increment is to be awarded or denied. Where a staff member is refused movement within salary points, a letter outlining the reasons of the refusal will be provided by the relevant supervisor/manager.

37.5 Where the outcome of any grievance or review procedure has identified that movement between salary points should have occurred, adjustment to salaries will be paid retrospectively to the staff member's anniversary date.

38. PROBATION

38.1 Staff members, other than casuals, may be subject to a reasonable probationary period that is directly related to the nature of the work to be carried out, and appropriate for the staff member to demonstrate the capability to carry out the requirements of the position.

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

38.3 A staff member will be advised of, and given an opportunity to make response to, any adverse material about the staff member which the University intends to take into account in a decision to terminate the employment upon or before the expiry of the period of probation.

38.4 General Staff and ELC Staff

38.4.1 Newly appointed staff may be placed on probation for a period of up to three (3) months provided that where considered by the University to be justified, the initial probationary period may be extended by a further probationary period of not more than three (3) months. In no case will a staff member be employed on a probationary period exceeding six (6) months.

38.4.2 A probationary staff member will be provided with a clear statement of duties, and will be provided with regular supervision to confirm progress or identify difficulties and develop strategies for their resolution.

38.5 Academic Staff

38.5.1 An academic staff member appointed to a fixed term position of more than twelve months or a continuing position may be subject to a period of probation of up to five (5) years. This probationary period will be made up of a twelve month Mandatory Probation Period, at the end of which time, the staff member will normally be required to proceed on to a Confirmation Period of up to four years.

38.5.2 For the purposes of this Agreement and for the purposes of the *Workplace Relations Act 1996* and its associated Regulations, a reasonable mandatory probationary period for a continuing academic staff appointment (both full time and fractional) will be 12 months.

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

38.5.4 During the probationary period, Unsatisfactory Performance procedures as provided within clause **41** of this Agreement do not apply.

39. ACADEMIC PROMOTION

- 39.1** The University will offer promotions to all eligible staff on an annual basis. Staff would normally be required to serve a minimum of twelve (12) months from appointment or promotion before seeking a promotion.
- 39.2** Unless otherwise agreed, applicants who have been unsuccessful in two consecutive years in their bid for a promotion cannot apply in the following year.

40. CYCLICAL REVIEW

- 40.1** As part of the Performance Management System, staff will undergo a “Self Reporting” exercise, following which the staff member’s own assessment and performance will be reviewed by their supervisor with one of the following outcomes:
- (a)** Satisfactory assessment; or
 - (b)** Insufficient performance.
- 40.2** The outcome of a review that is not satisfactory is not necessarily a suggestion of “unsatisfactory performance” but could result in a finding that the performance is “insufficient”. This means that staff members’ advisers cannot make a positive recommendation unless the staff member carries out developmental and/or remedial action during a review period.
- 40.3** If there is no improvement resulting from such action and review period, or if the staff member’s adviser and their Head believe that a further review period will not result in the necessary improvement, the supervisor may commence action under the Unsatisfactory Performance clause **41**.

41. UNSATISFACTORY PERFORMANCE

- 41.1** “Unsatisfactory performance” means a level of performance that is unacceptable, and may include, but is not limited to:
- (a)** unsatisfactory, inefficient or negligent performance of the specified duties of the position held;
 - (b)** persistent, unsupported absence or lateness, or persistent unavailability of an academic staff member;
 - (c)** persistent substantiated complaints by students or other staff about not achieving the required and reasonable standard of work duties and responsibilities or meeting deadlines;
 - (d)** (Academic staff only) – insufficient evidence of scholarly activities over a prolonged period of time such as publications, conference papers, development of teaching materials, taking into account the overall workload and other activities of the staff member; and/or
 - (e)** inadequate completion of administrative tasks or other responsibilities without reasonable justification.

- 41.2** The formal unsatisfactory performance process should be used as a last resort. A supervisor must make every effort to resolve instances of possible unsatisfactory performance through guidance, counselling and appropriate staff development, or appropriate work allocation before a report is submitted to the Head of Cost Centre and/or Pro Vice-Chancellor.
- 41.3** Where the supervisor is the Head of Cost Centre (or Vice-Chancellor), the relevant actions will be taken by the appropriate Pro Vice-Chancellor.

Procedures

- 41.4** Where a supervisor is of the view that the performance of a staff member is unsatisfactory, the supervisor will counsel the staff member on the nature of the circumstances and the nature of the improvement required and the period within which reasonable improvement can be expected.
- 41.5** If the supervisor believes it appropriate, he/she will direct the staff member to undertake a course of professional development or other appropriate program(s) designed to assist in improving performance.
- 41.6** One or more review meetings will be held between the supervisor and the staff member concerned. Where necessary, the review period may be extended.
- 41.7** Where the supervisor, after a review period following clause **41.5**, believes that counselling has produced improvements in performance the staff member will be advised in writing that the unsatisfactory performance process has been completed.
- 41.8** Where the supervisor believes that the review period (or periods) has not produced improvements in performance, or where the performance issue is serious and/or is having a significant negative impact on the workloads or conditions of other staff in the area, the supervisor will make a formal report to the Head of Cost Centre that the performance of a staff member is unsatisfactory. Such report will clearly state the aspects of performance seen as unsatisfactory and outline the attempts made to remedy the problem.
- 41.9** The supervisor will provide the staff member with a copy of the report at the time it is submitted to the Head of Cost Centre. The staff member will be entitled to ten (10) working days to submit to the Head of Cost Centre a written response to the supervisor's report.
- 41.10** Having considered the supervisor's report and any written response from the staff member, the Head of Cost Centre will determine whether appropriate steps have been taken to follow the procedures in this clause and that a reasonable opportunity has been afforded to remedy the performance problem.
- 41.11** The Head of Cost Centre:
- (a)** will meet with the staff member; and
 - (b)** may consult in strictest confidence with colleagues of the staff member, and will do so when requested by the staff member. The staff member will be

given the opportunity to respond to any concerns about their performance identified through this process.

41.12 The Head of Cost Centre will take one of the following actions and notify the staff member and the supervisor of this decision in writing:

- (a)** take no further action;
- (b)** dismiss the matter;
- (c)** refer the matter back to the supervisor to ensure that all appropriate steps have been followed; or
- (d)** determine that there is substance in the allegations, and consider disciplinary action, which is limited to:
 - (i)** formal censure or counselling;
 - (ii)** withholding of a staff member's salary increment for up to one year;
 - (iii)** recommending demotion to a lower level position with the resulting reduction in salary for persistent and unresolved unsatisfactory performance;
 - (iv)** recommending termination of employment for persistent and unresolved unsatisfactory performance.

41.13 Where the Head of Cost Centre considers that demotion to a lower level or termination of employment is the likely outcome of the unsatisfactory performance process, a report will be forwarded to the relevant Pro Vice-Chancellor, with a copy to the staff member.

41.14 The staff member will be advised that they have five (5) working days to write to the Pro Vice-Chancellor either:

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

OR

- (b)** seeking a review of the recommendation under clause **41.12** for one or more of the following grounds:
 - (i)** unfair process;
 - (ii)** mitigating circumstances;
 - (iii)** concerns with the recommendations of the Report.

41.15 The Pro Vice-Chancellor will take one or more of the following decisions:

- (a)** take no further action or dismiss the matter; or
- (b)** establish a Review panel within 10 working days to consider any case for review from the staff member; or
- (c)** refer the matter back to the Head of Cost Centre for reconsideration of the actions in clauses **41.10-12**; or

- (d) make a recommendation to the Vice-Chancellor on demotion or termination. Where so requested by the staff member, such a recommendation will not proceed without the Review panel outcome.

Review Panel

41.16 A Review panel as set out in clause **41.14** will be constituted as follows:

- (a) A Chairperson (who is not a union official) appointed by the Vice-Chancellor from a list of Chairpersons recommended by the SCC and approved by the Vice-Chancellor;
- (b) a staff member of the University chosen by the Pro-Vice-Chancellor; and
- (c) a staff member nominated by the directly elected staff representatives to the applicable Staff Consultative Committee.

41.17 The panel will review the facts, documentation, any mitigating circumstances and whether or not the process in this clause has been followed, and make a consequent recommendation to the Pro Vice-Chancellor as to whether the decision should proceed or be referred back to the Cost Centre for further action.

41.18 The Review Panel will:

- 41.18.1** conduct proceedings in private, unless the staff member and the Pro Vice-Chancellor agree otherwise;
- 41.18.2** allow the staff member and the Pro Vice-Chancellor to be assisted or represented by a person of their choice who is a staff member of the University, or by an officer of a relevant employer or staff member association;
- 41.18.3** provide an opportunity for the staff member to be interviewed, and ensure an adequate opportunity to put a case;
- 41.18.4** interview any other person and consider any further material as it believes appropriate to establish the facts of the case;
- 41.18.5** provide the right for the staff member (and the staff member's representative where they choose) and the Pro Vice-Chancellor (or representative) to be present during the conduct of interviews; ask questions of interviewees; make submissions; and present and challenge evidence. (Where the staff member is unable to attend, the Committee may either proceed or elect to reconvene);
- 41.18.6** conduct all proceedings as expeditiously as possible consistent with the principles of procedural fairness;
- 41.18.7** keep a record of the proceedings (but not its own deliberations) which will be available to either party on request; and
- 41.18.8** make its report available to the Pro Vice-Chancellor and the staff member within ten (10) working days of the conclusion of the proceedings.

41.19 The Review Panel will make its report available to the Pro Vice-Chancellor and the staff member within ten (10) working days of the conclusion of the proceedings.

41.20 Where the Pro Vice-Chancellor, having considered the Report, is of the view that demotion or termination is still warranted, the Review Panel Report will be referred to the Vice-Chancellor for final determination.

Vice-Chancellor's Actions

41.21 The Vice-Chancellor will consider the Report, any recommendations of the Pro Vice-Chancellor and any written response from the staff member and will determine such action as is deemed appropriate. Termination of employment would only be for persistent and unresolved unsatisfactory performance.

41.22 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.

42. MISCONDUCT/SERIOUS MISCONDUCT

42.1 **Misconduct** means behaviour, attitude or particular act of a staff member that is unacceptable and warrants disciplinary action. Misconduct may include, but is not limited to:

- (a) misbehaviour or acts which constitute an impediment to the carrying out of the staff member's work or that of other staff, or which is detrimental to students or members of the public;
- (b) abuse of University resources;
- (c) a breach of the University's Code of Conduct or other publicly available policies of the University;
- (d) failure to comply with a reasonable instruction, which is consistent with the staff member's employment conditions, given by a person who has a supervisory responsibility for the staff member.

42.2 **Serious misconduct** which may include, but is not limited to:

- (a) serious misbehaviour of a kind that constitutes a serious impediment to the carrying out of a staff member's duties or to a colleague carrying out their duties; or
- (b) serious dereliction of duties required of the position; or
- (c) conviction by a Court of an offence which constitutes a serious impediment to the carrying out of staff member's duties or to other staff members carrying out their duties.
- (d) conduct which causes an imminent and serious risk to the health and safety of any person, or the reputation, viability, or financial loss of the employers business;
- (e) more than two (2) similar misconduct offences, depending on the nature of, and the timeframe between offences;

42.3 Depending on the circumstances, the following may be misconduct or serious misconduct: theft, fraud, assault, harassment (including sexual harassment);

unauthorised use of UNE facilities for private gain refusal to carry out a lawful and reasonable instruction which was consistent with the staff member's contract.

Procedures

- 42.4** Where there is an allegation of misconduct or serious misconduct against a staff member, the supervisor or other relevant University officer will make reasonable enquiries to establish the facts of the matter and talk to the staff member who is the subject of the allegation. Where appropriate, the supervisor will attempt to resolve the matter.
- 42.5** Where the supervisor or relevant University officer considers there is merit in the allegation/s, and that the allegation/s may constitute misconduct or serious misconduct, a written report will be prepared and a copy provided to the staff member.
- 42.6** Where the supervisor is the Head of Cost Centre, steps **42.4-5** will be carried out by the Head of Cost Centre (or in the case of the Vice-Chancellor, a relevant Pro Vice-Chancellor)
- 42.7** The Head of Cost Centre will consider any formal allegation/s of misconduct and/or serious misconduct. If it is considered that the allegations warrant further investigation, then the Head will:
- (a)** notify the staff member in writing and in sufficient detail to enable the staff member to understand the precise nature of the allegations and to properly consider and respond to them; and
 - (b)** require the staff member to submit a written response within ten (10) working days.
- 42.8** Depending on the staff member's response to the allegations, the Head of Cost Centre may take one of the actions listed below and advise the staff member accordingly:
- (a)** take no further action; or
 - (b)** dismiss the matter; or
 - (c)** counsel and/or censure the staff member for unsatisfactory behaviour and/or arrange for appropriate professional development; or
 - (d)** refer the matter in writing to the Pro Vice-Chancellor.
- 42.9** The Pro Vice-Chancellor will consider the report regarding the allegation/s of misconduct and/or serious misconduct, and any response from the staff member, and whether the staff member was given a reasonable opportunity to stop further misconduct.
- 42.10** If the staff member admits the allegation/s in full, the Pro Vice-Chancellor will determine if the conduct was misconduct or serious misconduct, and may, after considering any mitigating circumstances, take appropriate action as set out in clause **42.8**.
- 42.11** If the allegations are denied in part or full, or if the staff member has not responded to the allegations, then the Pro Vice-Chancellor will establish a Misconduct Investigation Committee within 10 working days. The staff member will be advised in writing.

Investigation Committee

- 42.12** Where a misconduct or serious misconduct matter is referred to an Investigation Committee, the Pro Vice-Chancellor will convene the committee within ten (10) working days (where practicable).
- 42.13** Where such a committee is established, it will comprise:
- 42.14** A Chairperson be constituted as follows:
- (a)** A Chairperson (who is not a union official) appointed by the Vice-Chancellor from a list of Chairpersons recommended by the SCC and approved by the Vice-Chancellor;
 - (b)** a person who is a staff member of the University chosen by the Pro-Vice-Chancellor; and
 - (c)** a staff member nominated by the directly elected staff representatives to the applicable Staff Consultative Committee.
- 42.15** The terms of reference of the Committee are to report on the facts relating to the alleged misconduct or serious misconduct including whether any mitigating circumstances are evident, and make a finding as to whether misconduct or serious misconduct has occurred, and to recommend appropriate action.
- 42.16** The Investigation Committee will:
- 42.16.1** conduct proceedings in private, unless the staff member and the Pro Vice-Chancellor agree otherwise;
 - 42.16.2** allow the staff member and the Pro Vice-Chancellor to be assisted or represented by a person of their choice who is a staff member of the University, or by an officer of a relevant employer or staff member association;
 - 42.16.3** provide an opportunity for the staff member to be interviewed, and ensure an adequate opportunity to answer the allegations and to put a case;
 - 42.16.4** interview any other person and consider any further material as it believes appropriate to establish the merits or facts of the case;
 - 42.16.5** provide the right for the staff member (and the staff member's representative where they choose) and the Pro Vice-Chancellor (or representative) to be present during the conduct of interviews; ask questions of interviewees; make submissions; and present and challenge evidence (where the staff member is unable to attend, the Committee may either proceed or elect to reconvene);
 - 42.16.6** conduct all proceedings as expeditiously as possible consistent with the principles of procedural fairness;
 - 42.16.7** keep a record of the proceedings (but not its own deliberations) which will be available to either party on request; and
 - 42.16.8** make its report available to the Pro Vice-Chancellor and the staff member within ten (10) working days of the conclusion of the proceedings.

Actions following the Committee's Report

- 42.17** The staff member will have ten (10) working days following the provision of the Report referred to in clause **42.15.8**, to raise any concerns about the process or to outline any mitigating circumstances or other factors which they wish to have taken into account prior to a final decision being made.
- 42.18** On receipt of the report of the Committee, having considered its findings and any response from the staff member under clause **42.16**, the Pro Vice-Chancellor will make a decision within 10 working days where practicable and no later than 20 working days and may take disciplinary action, which is limited to:
- (a)** formal censure or counselling; and/or
 - (b)** withholding the staff member's salary increment for up to one year; and/or
 - (c)** demote/transfer the staff member to a lower level position with the resulting reduction in salary; and/or
 - (d)** recommending termination of employment to the Vice-Chancellor (only for serious misconduct).
- 42.19** Where a recommendation is being made to terminate the staff member for serious misconduct, the Committee's report, along with any response from the staff member, will be sent to the Vice-Chancellor, for final consideration and determination.
- 42.20** The Vice-Chancellor will consider the recommendations of the Pro Vice-Chancellor, the Committee's Report and any written response from the staff member and will determine such action as is deemed appropriate. Termination of employment would only be for serious misconduct.
- 42.21** Once a determination is made, the staff member 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 staff member, be published in an appropriate manner.
- 42.22** 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

- 42.23** At the time of notifying the staff member in accordance with clause **42.7**, the Vice-Chancellor may suspend the staff member with or without pay, if the alleged conduct is serious misconduct of such a nature that it would be unreasonable to continue the staff member's attendance at work pending further investigation, provided that:
- 42.23.1** where suspension without pay occurs at a time when the staff member is on paid leave of absence, the staff member will continue to receive a salary for the period of leave of absence;
 - 42.23.2** the staff member may engage in paid employment or draw on any recreation leave or long service leave credits for the duration of the suspension without pay;

- 42.23.3** the Vice-Chancellor may at any time direct that salary be paid on the ground of hardship;
- 42.23.4** where a suspension without pay has been imposed and the matter is subsequently referred to a Misconduct Investigation Committee, the Vice-Chancellor will ensure that the Committee at its first meeting determines whether suspension without pay should continue.
- 42.24** During any period of suspension the staff member may be excluded from the University provided that he/she will be permitted reasonable access to the University for a preparation of his/her case and to collect personal property.

43. DOCUMENTATION

- 43.1** A record of any formal meetings/counselling sessions or reports will be kept and a copy supplied to the staff member concerned.
- 43.2** Where a document relating to a staff member's performance is held by the University, the staff member must be given a copy of the document and an opportunity to reply to any matters raised therein.
- 43.3** All documentation relating to the procedures set out in this Part must be handled securely and in confidence.

PART G – ACADEMIC SPECIFIC MATTERS

44. WORKLOAD OF ACADEMIC STAFF

44.1 General

- 44.1.1** Academic staff are expected to undertake an appropriate mix of work in the areas of:
- (a)** teaching, curriculum development and research supervision; and/or
 - (b)** research, scholarship, creative achievement and professional activity; and/or
 - (c)** service to the University and community,
- provided that the 'appropriate mix' would not disadvantage an applicant for promotion.

44.2 Allocation of Workloads

- 44.2.1** Workloads will be manageable, acceptable and equitable and will be determined on a fair, transparent and consultative basis, taking into consideration level of appointment and total responsibilities and provisions of clause 15, Flexible and Family Working Arrangements.

44.2.2 Each Faculty will, through collegial consultative processes with its academic staff, develop, implement, review and revise an academic Workload Policy, either on a Faculty-wide basis or on a School basis. The Policy will be endorsed by the Faculty Executive and followed by ratification at a Faculty/School meeting. If a majority consensus cannot be reached then the decision will be made at a Faculty Executive meeting. The Policy will include:

- (a) each of the areas in clause **44.1.1**;
- (b) workload which is not excessive or unreasonable;
- (c) determination of individual teaching workloads in accordance with clause **44.3**;
- (d) face-to-face teaching allocations that will not exceed:
 - (i) 260 hours per annum (pro rated according to fraction and period of employment); or
 - (ii) 312 hours per annum if the teaching is exclusively tutorials, demonstrations or laboratory sessions.

However, a staff member may be required to exceed these limits if additional face-to-face teaching is the supervisor's preferred way of adjusting the workload of that staff member.

44.2.3 Where an academic, without good reason, has an overall workload which is significantly below the average for academic staff in the same work unit, the supervisor will discuss the Workload Policy with the staff member(s) and, if necessary, develop a plan to address the low workload.

44.2.4 Supervisors will reasonably determine through consultation with relevant staff the allocation of their workload which is in accordance with the provisions of this clause and the Workload Policy.

44.2.5 Part time academic workload will be pro rata the provisions of this Agreement.

44.2.6 Unless by agreement between the staff member and supervisor, no staff member will be required to:

- (a) undertake face-to-face teaching duties over a span of greater than eight (8) hours in any one-day
- (b) teach outside the hours 8 am to 6 pm, Monday to Friday, or on public holidays, with the exception of intensive teaching periods, (being residential schools, weekend schools, overseas teaching and field excursions).
- (c) engage in course-work teaching for more than three teaching periods in a year.
- (d) for staff members who teach trimesters only, no staff member will be required to teach more than five (5) trimesters in a two year period.
- (e) teach in a pattern for more than 12 months that precludes the staff member taking a four-week block of annual leave.
- (f) teach overseas unless stated in the staff members contract of employment.

- 44.2.7** Academics who work away from their primary place of employment will be compensated for any time spent travelling as time-off-in-lieu, to be taken at a mutually agreed time.
- 44.2.8** Changes to the teaching year (e.g. trimester, semester, summer schools, and traditional non-teaching periods) will be subject to consultation with staff likely to be affected.
- 44.2.9** Staff assigned to introduce new units or extend modes of delivery of existing units will be provided with adequate notice and consultation and will be supported by adequate resources and training.

44.3 Teaching and Supervision Index (TSI)

- 44.3.1** 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) academic staff member. Non-Commonwealth-supported students are included on the same basis as Commonwealth-supported students in determining EFTSL. All teaching is to be counted in terms of EFTSL as measured at 31 March and 31 August each year.
- 44.3.2** The TSI will measure the student load to FTE (full-time and fractional) staff, using *effective* figures (with casual assistance and teaching by non-staff members removed), taking into account all forms of leave, including study leave.
- 44.3.3** In line with clause **44.2**, Workload Policies will use, as a guide, the following TSI ranges:

Faculty	Individual Minimum	Individual Maximum
Arts, Humanities and Social Sciences (except Foreign Languages, Music and theatre Studies)	23	30
- disciplines of Foreign Languages, Music, and Theatre Studies	17	22
Economics, Business & Law	25	33
Education, Health & Professional Studies	21	29
Sciences (except Maths, Stats & Computing)	13	23
- discipline of Mathematics, Statistics & Computing	20	28

- 44.3.4** A research-only academic does not carry a TSI. Where an academic undertakes a significant portion of their workload as a researcher in a CRC or National Research Centre the TSI will be discounted proportionately. It is acknowledged that some other academics may have a TSI which falls below the minima for good reason.
- 44.3.5** Teaching relief will be provided for individual staff members who exceed the maximum levels set out in the Workload Policy.

- 44.3.6** If a staff member 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.

Principles of Availability

- 44.3.7** It is acknowledged that from time to time academic staff will undertake a range of duties that either necessitate or benefit from their absence from campus. It is nevertheless expected that staff will be available for relevant, scheduled meetings, and for interaction and consultation with students and colleagues on a reasonable basis.
- 44.3.8** While travel and off campus work are normal for many academic staff the University will remain the focal point of each staff member's professional life. Staff will regularly advise their supervisor of their general activities and of absences off campus for periods of three days or more, and be contactable during these times.

45. SUBJECT/COURSE CO-ORDINATION ALLOWANCE

- 45.1** Where an academic staff member at Level A is required to undertake the co-ordination of a teaching unit for an approved teaching term, the staff member will be paid an allowance for the duration of such duties which equates to the difference between the staff member's substantive salary and Base Level B.
- 45.2** Where an academic staff member below Level C is required to co-ordinate awards for an approved teaching term or act as course convenor, the staff member will be paid an allowance for the duration of such duties, which equates to the difference between the staff member's substantive salary and Base Level C.
- 45.3** Staff who have undertaken any of the above duties for more than one year will be entitled to movement within salary points of the appropriate classification.

46. INTELLECTUAL PROPERTY

- 46.1** Intellectual property rights include:
- (a)** the rights of staff members to an appropriate share in the ownership of intellectual property, including intellectual property arising from on-line teaching and learning and offshore work;
 - (b)** recognition of the moral rights of staff over intellectual property;
 - (c)** recognition of a University interest in intellectual property only for works created in the pursuance of a staff member's terms of employment;

Appeals over intellectual property matters which are not able to be resolved in the first instance by the staff member and supervisor may be referred by either party to a person or process that is mutually agreed (between the University and staff member concerned). Agreement will not be unreasonably withheld.

47. PAID OUTSIDE WORK (POW)

47.1 The University will:

- (a) recognise the right of staff to freedom of activity in their private capacity, including the right to engage in private work, as long as there is no conflict of interest with their University work;
- (b) recognise the right of staff to engage in appropriate paid outside work on behalf of the University, with the income apportioned fairly between the staff member and the University.

PART H – GENERAL STAFF SPECIFIC MATTERS

48. ORDINARY HOURS OF WORK

48.1 “Ordinary daily hours” means seven (7) hours per day within the span of hours for the position, or pro rata in the case of part time staff members.

48.2 Except as provided in clause **48.3**, the ordinary hours of work of staff members will be as set out below:

Type of Staff member	Ordinary Hours of Work
Shift Workers	70 hours per fortnight averaged over a full shift roster
Cleaning Staff excluding college cleaners	70 hours per fortnight (Mon-Fri)
Library & Computer Support Staff	70 hours per fortnight between 7.00am & 9.30pm (Mon-Fri)
Technical & Research Staff	70 hours per fortnight between 7.00am & 10.15pm
Domestic Staff (including college cleaners)	70 hours per fortnight between 5.00am & 10.15pm
Farm Staff	70 hours per fortnight between 5.30am & 6.30pm
Kitchen & Dining Hall Staff	70 hours per fortnight between 5.30am & 10.15pm
Sports Union – Non-administrative staff	70 hours per fortnight between 7.00am & 10.00pm (Mon-Fri); and 8.00am & 10.00pm (Sat & Sun)
All other Staff members (other than casuals but including administrative staff)	35 hrs per week (Mon-Fri) or 70 hrs/fortnight; between 6.00am & 7.00pm (Mon-Fri)

48.3 A staff member's ordinary hours of work will be as follows for those times when the staff member is involved in essential work for the conduct of and preparation for:

- University exams
- Graduation
- Residential schools
- Orientation week
- Open and career days (including Information Weekend)
- Such other occasions or categories as may be recommended by the Staff Consultative Committee (GTCC) and approved by the University.

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

- 48.4** A staff member must be rostered off at least four (4) days per fortnight. Two of these days must be a consecutive Saturday and Sunday, except during “essential work” activities as listed in clause **48.3**.
- 48.5** In allocating rostered days off to staff members, a supervisor will ensure that:
- (a)** a reasonably equitable allocation of rostered days off is made;
 - (b)** consideration is given to a staff member’s religious/cultural obligations;
 - (c)** consideration is given to a staff member’s family and community obligations (e.g. sporting commitments and ability to organise childcare).
- 48.6** Where mutually agreed, staff may have their ordinary daily hours or part thereof rostered on any twenty (20) days within a twenty-eight (28) day cycle.

49. ROSTERS

- 49.1** Where a staff member is required to work a roster the following provisions will apply:
- 49.1.1** Work rosters will be posted in a readily accessible place.
 - 49.1.2** All rosters will indicate the commencement and cessation times of the ordinary hours of work of the respective shifts for each staff member.
 - 49.1.3** Changes of shift in rosters will, where possible, be notified at least seventy-two (72) hours before they become operative.
 - 49.1.4** Changes of rosters will, where possible, be notified at least seven (7) days prior to becoming operative.
 - 49.1.5** Provided that a shift or roster may be changed at any time to enable the function of the University to be carried out, where another staff member is absent from duty on account of illness or in an emergency, but provided further that if such alteration involves a staff member working on a day which would have been the staff member's day off, such time worked on that day will be paid at overtime rates.

- 49.1.6** Places in shifts or rosters may be interchanged by agreement between the staff members and the University, provided that the University will not incur additional shift or overtime penalties as a consequence of the interchange.
- 49.1.7** Staff members may be rostered on seventy (70) hours per fortnight when averaged over a full roster cycle.

50. MEAL AND TEA BREAKS

- 50.1** A staff member will not normally be required to work more than five continuous hours without an unpaid meal break of at least thirty (30) minutes. Such break may be waived to a maximum period of six (6) hours without a break where there is mutual agreement between the staff member and their supervisor.
- 50.2** A maximum of two paid tea breaks, where taken, will be of ten (10) minutes duration each day and must be taken on site. Untaken tea breaks can not be taken as flexi time or time-off-in-lieu.

51. TEN HOUR BREAKS

- 51.1** When overtime is necessary it will, wherever reasonably practical, be so arranged that staff members have at least ten (10) consecutive hours off duty between the work of successive days.
- 51.2** Where a staff member is instructed to work any part of a ten (10) hour break between the completion of work on one day and the commencement of work on the next, they will be paid at overtime rates until such ten (10) hour break is taken.
- 51.3** The provisions of this clause will apply in the case of shift workers as if eight (8) hours were substituted for ten (10) hours for the purpose of changing shift rosters, or where a shift worker does not report for duty and a day worker or a shift worker is required to replace such shift worker.

52. OVERTIME, SHIFT PENALTIES AND LOADINGS

- 52.1** Unless in an emergency, all overtime worked must be authorised in writing in advance by the appropriate supervisor. Shift penalties will not apply where overtime is paid.
- 52.2** Unless there is mutual agreement between the supervisor and the staff member regarding flexible working arrangements, including but not limited to time-off-in-lieu, overtime is payable for all work in excess of the ordinary daily hours, the fortnightly hours of work, or for work done outside the ordinary span of hours for the position. Payment of overtime will be calculated to the nearest 15 minute block.
- 52.3** In an area where flexible working arrangements have been agreed, the maximum number of ordinary hours that can be worked each day before overtime applies will be ten (10) hours. Each day will stand-alone.

- 52.4** A staff member on HEO 8.1 or above will not be eligible to receive overtime payments provided that the University may in special circumstance pay overtime or grant time-off-in-lieu.
- 52.5** A casual staff member will only be entitled to overtime where hours worked are in excess of 10 ordinary hours per day.
- 52.6** If a staff member is instructed to report for overtime on a day when he/she would not have to work, and on reporting for duty finds that there is no work, the staff member will be paid three (3) hours overtime at the appropriate overtime rate.
- 52.7** The following rates are to be paid to eligible staff members for:
- (a)** all overtime worked where time off in lieu has not been mutually agreed; or
 - (b)** ordinary hours worked on weekends/public holidays in which case time off in lieu does not apply.

OVERTIME/LOADING RATES

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

Shift Workers

- 52.8** The provisions of Schedule 5 will apply to shift workers.

Part-time Staff

- 52.9** Part-time staff who agree to work above their contract hours will either be entitled to time-in-lieu or be paid at time and one-quarter until the number of ordinary hours for a full-time staff member have been worked, provided that normal overtime pay applies for work beyond seven (7) hours per day, 35 hours per week, and outside the ordinary span of hours.
- 52.10** Alternatively, a part-time staff member may elect to have a variation to their contract to reflect the changed hours, in which case clause 52.10 would not apply.

53. MANAGEMENT OF TIME-OFF-IN-LIEU

- 53.1** A staff member may elect, but not be directed, to have overtime acquitted as “time-off-in-lieu” rather than as payment.
- 53.2** Time-off-in-lieu entitlements will accrue on an hour for hour basis. A maximum of 35 hours may be accrued at any one time.

54. ON-CALL PROVISIONS

- 54.1** "On-call" means the situation in which a staff member is required to be contactable and available for duty at all times during a rostered period for emergency, remote monitoring, maintenance and/or breakdown work. A staff member "on-call" will not be required to remain at his/her home.
- 54.2** While "on-call" a staff member will receive an allowance for each 24 hour rostered period. The allowance will equate to 30% of the staff member's ordinary daily rate of pay (excluding any bonuses and/or allowances). The on-call allowance is not subject to calculation for superannuation purposes.
- 54.3** Where a staff member is able to rectify a fault remotely and the "log on" time is less than thirty (30) minutes, the staff member will not receive an overtime payment.
- 54.4** Where a staff member is able to rectify a fault remotely and a "log on" session of longer than thirty (30) minutes is necessary, any overtime payable will be paid at the rate of time and one half.
- 54.5** Where a staff member is called back to work outside of their normal working hours, overtime will be paid for work time and up to a total of 30 minutes travel time. The payment will be for at least three hours (inclusive of travel time). Any additional return to the University, for the same or related problem, within a minimum overtime period will not attract further payment. Overtime will be paid to the nearest quarter hour (15 minutes).
- 54.6** Where a staff member is required to rectify a fault remotely, the normal 10 hour break provisions will apply as if they had returned to the University.
- 54.7** Where necessary, the University will provide the staff member with an appropriate on-call kit which may include suitable transport arrangements and suitable means of communication.
- 54.8** For staff employed in the Information Technology Directorate, the additional provisions in Schedule 6 will apply.

55. CALL BACK ARRANGEMENTS

- 55.1** Staff members may nominate themselves as being able to be "called back" to perform extra duties outside of their ordinary hours of duty. The staff member will not be "on call" but may be contacted if the need arises.
- 55.2** Staff members available for "call back" will receive additional remuneration only in cases where they are called back to the University.

Payments for call backs

- 55.3** Where a staff member is called back at any time outside of their normal working hours, overtime will be paid for a minimum of three (3) hours inclusive of a maximum of thirty (30) minutes total travelling time.

- 55.4** Any additional call back within the minimum overtime period, for the same or related problem, will not attract further payment. Where a call back extends beyond the three (3) hour minimum, normal overtime rates will be paid for the additional time worked.
- 55.5** If a call back extends beyond the three hour minimum the staff member is entitled to a ten hour break before resuming normal duty.
- 55.6** If a staff member is required to use their own vehicle for a call back to their workplace they will be paid mileage allowance for the return journey unless other suitable travel arrangements have been agreed between the staff member and their supervisor.
- 55.7** Nothing in this clause restricts the use of flexible working arrangements and/or time off in lieu of overtime as provided for in this Agreement.

56. STAND-DOWNS

- 56.1** When a residential college or the Yarm Gwanga Childcare Centre is in recess and it is necessary to stand down full-time staff members, they will be paid half ordinary pay for the period during which they have been stood down.
- 56.2** By mutual agreement between the staff member and the University (and without duress), a staff member may be stood down outside college/childcare centre recess periods, in which case (unless arrangements for time off in lieu have been agreed between the individual and their Head of College/Director) half ordinary pay will apply for the period stood down.
- 56.3** On the completion of four (4) weeks' service after the period of stand down the period of such stand down will be taken into account when determining the accrual of annual leave and long service leave.

57. HIGHER DUTIES ALLOWANCE

- 57.1** A staff member 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 staff member's salary and the minimum salary for the higher graded position, subject to performing such duties for a period in excess of five (5) consecutive working days and for a maximum period of twenty six (26) weeks continuous duty, or to cover a staff member on leave or otherwise absent from duties or while recruitment action is occurring to fill a position.
- 57.2** A staff member who is recognised as the deputy or assistant of a more senior staff member and whose normal duties include deputising for the senior staff member will not be eligible for higher duties allowance.
- 57.3** Higher duties allowance is payable to staff members when on periods of leave, which, for annual leave, will be proportionate to leave accrued over the period of higher duties. Such leave must be taken during the period of higher duties or immediately following that period.

PART I – ENGLISH LANGUAGE CENTRE TEACHING STAFF SPECIFIC MATTERS

58. CLASSIFICATIONS AND CATEGORIES

58.1 On appointment, Senior Language Instructor's (SLI's) and Language Instructor's (LI's) will be placed on a salary level commensurate with the minimum salary level for his/her qualifications and experience:

- (a)** Category A commences at Level 4 with a maximum of Level 12
- (b)** Category B commences at Level 3 with a maximum of Level 12
- (c)** Category C commences at Level 2 with a maximum of Level 12
- (d)** Category D commences at Level 1 with a maximum of Level 9

provided that a Category D staff member who achieves Level 9 may be promoted beyond that Level where that staff member can demonstrate that she/he is able to carry out the full range of duties carried out by a Category A, B or C staff member.

58.2 The commencing salary for a Senior Language Instructor will be no less than Level 8.

58.3 Staff members will be assigned to one of the following categories based on their qualifications and experience:

- (a) Category A** – Doctoral or Master's Degree in Applied Linguistics or a TESOL-related field, Bachelor's Degree and Diploma in Education or equivalent.
- (b) 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;
- (c) Category C** – Bachelor's Degree and recognised TESOL certification; or Bachelor's Degree including TESOL practical and theoretical pedagogy; or Bachelor's Degree and teaching qualification plus relevant classroom teaching experience
- (d) Category D** – Other qualifications not provided for above and/or expected to acquire minimum TESOL qualifications.

58.4 Staff members will be accredited with teaching experience and be allocated a higher salary in accordance, with the following:

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

59. DUTIES AND TIME ALLOCATION

59.1 Full time teaching staff members are appointed for thirty five (35) hours per week (between the ordinary hours of 7:00am and 8:00pm Monday to Friday) allocated as:

- (a) A maximum of twenty (20) hours face-to-face teaching (and/or supervision of students in scheduled classes, tutoring and excursions); and
- (b) 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, syllabus, program and resource development

59.2 The allocation for part-time Language Instructors is on a pro-rata basis as follows:

	Classroom Teaching	Non-Teaching Duties
EFT 1.0	20 hours	15 hours
EFT 0.8	16 hours	12 hours
EFT 0.7	14 hours	10.5 hours
EFT 0.6	12 hours	9 hours
EFT 0.5	10 hours	7.5 hours
EFT 0.4	8 hours	6 hours
EFT 0.3	6 hours	4.5 hours

59.3 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.

59.4 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 discharging these responsibilities is agreed by the Director to be exceptionally demanding, an appropriate teaching load reduction may be applied.

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

60. POSITION OF RESPONSIBILITY ALLOWANCES

60.1 Allowances as set out in Schedule 3 will apply.

61. TEACHING LOAD

61.1 To ensure a manageable workload, where there will be more than 20 students in a class, the supervisor will consult with the Instructor to ensure that the appropriate support is in place.

62. OTHER PROVISIONS

62.1 The following provisions will apply to ELC staff:

- (a) clause 51.1 and 51.2 Ten Hour Breaks.
- (b) clauses 52.1-3 and 52.5-7 Overtime and Loadings.
- (c) clause 50.1 Meal Breaks.

PART J – CESSATION OF EMPLOYMENT

63. RESIGNATION

- 63.1** A continuing or fixed term staff member may resign from their employment with the University by the giving (in writing) of the following notice period:
- (a) General staff – two (2) weeks
 - (b) Academic and ELC staff – four (4) weeks
- 63.2** Unless otherwise agreed, a staff member 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.

64. TERMINATION OF EMPLOYMENT

64.1 Notice upon Termination

- 64.1.1** Except as otherwise provided for elsewhere in this Agreement, the staff member must be given the following minimum period of notice or payment in lieu as follows:

Period of continuous service	Period of notice
Up to the completion of 3 years	2 weeks
3 year and up to the completion of 5 years	3 weeks
5 years and over (and ELC staff)	4 weeks

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

65. ABANDONMENT OF EMPLOYMENT

- 65.1** A general or ELC staff member who is absent from work for a period of five (5) working days or more, without explanation and does not, without reasonable justification, inform the Supervisor or Head of Cost Centre of the reason for such absence may be deemed to have terminated their employment. All reasonable attempts must be made to contact the staff member, prior to sending out a letter advising them that their appointment will be terminated unless they are able to provide reasonable justification for their absence.
- 65.2** For academic staff, absences for a period of more than five (5) working days without reasonable explanation may be deemed as abandonment of employment and will be dealt with as unsatisfactory performance and/or serious misconduct.

66. MEDICAL RETIREMENT

- 66.1** Where the University believes that the capacity of a staff member to perform the duties of his/her position is in serious doubt due to health reasons the University may require, in writing, any staff member to undergo a medical examination by a medical practitioner chosen by the University, on written notice of not less than one month.
- 66.2** The cost of the medical examination and the reasonable expenses of the staff member in attending the examination will be borne by the University.
- 66.3** 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 staff member will be provided with a copy of these and given an opportunity to provide a response, including, material from the staff member's own registered health practitioner, to the medical practitioner. The staff member will remain on paid sick leave during the notice period.
- 66.4** The purpose of the assessment is to determine whether the staff member is able to perform the duties of her/his office or not and if not whether it is a temporary incapacity or not. If it is a temporary incapacity, 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.
- 66.5** A copy of the medical report made by the medical practitioner pursuant to subclause **66.1** will be made available to the University and to the staff member.
- 66.6** The staff member may elect during the notice period 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 staff member is demonstrably meeting prerequisites in order to make such an application.
- 66.7** Where the superannuation fund decides that the staff member, 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 without further recourse to the provisions of subclause **66.6**.

- 66.8** If the medical examination reveals that the staff member 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 subclauses **66.9-10**, terminate the employment of the staff member in accordance with the notice required by the staff member's contract of employment, or where no notice is specified a period of six (6) months.
- 66.9** Prior to taking action to terminate the employment of a staff member, the University may offer the staff member the opportunity to submit a resignation and, if such a resignation is offered, will accept it and not proceed with action to terminate employment.
- 66.10** If the staff member wishes to appeal the findings contained in the medical report, the staff member must do so by:
- (a)** giving the University written notice of the intention to appeal within 14 days of the report being made available;
 - (b)** lodging any appeal documents within one month of the notice of appeal, including a report from a suitably qualified medical practitioner which states an alternate view to that contained in the medical report.
- 66.11** Where an appeal has been lodged by a staff member in accordance with subclause **66.10**, the staff member will be referred to his/her superannuation scheme to determine whether the staff member would qualify for a temporary or permanent disability pension. Both the medical reports referred to in subclauses **66.5** and **66.10** will be provided to the superannuation scheme. The Vice Chancellor will make a final determination on whether or not the staff member's employment should be terminated in accordance with the determination of the superannuation scheme. The University will not terminate the employment of the staff member unless and until the findings of the report are confirmed by the appeals process.
- 66.12** The University may construe a failure by a staff member to undergo a medical examination in accordance with these procedures within two (2) months of a written notification to do so as prima facie evidence that such a medical examination would have found that the staff member is unable to perform his or her duties and is unlikely to be able to resume them within twelve (12) months. The University may then terminate the staff members employment, provided that such a refusal by a staff member 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 K – GRIEVANCES and DISPUTE RESOLUTION PROCEDURES

67. GRIEVANCES

- 67.1** A staff member may raise a grievance about their workplace or another staff member; a decision affecting their employment and or/ appointment to a position; unfair treatment; harassment; bullying; vilification and/or discrimination in accordance with this clause. "Bullying" is behaviour aimed to demean, humiliate or intimidate staff members 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.

- 67.2** Aggrieved staff members have the right to have their complaint dealt with fairly, constructively, expeditiously, confidentially and through the application of the principles of due process and natural justice without reprisal. To assist in reaching a mutually agreeable solution, all parties to the grievance must be provided with all relevant information and be provided with an opportunity to put their case.
- 67.3** As far as possible grievances should be resolved informally at the level at which they arise/as close to the source as possible by the staff member(s) directly involved in the grievance.
- 67.4** The grievance will be dealt with promptly, emphasising the use of counselling, mediation and conciliation as the preferred mode of dealing with grievances where appropriate.
- 67.5** The University will provide training and information to staff and managers about the grievance procedure, how to handle grievances and what is covered by the grievance procedure.
- 67.6** Depending on the nature of the decision which is subject to the grievance, the University will not implement the decision until this procedure has been followed or until the grievance is settled. Decisions relating to appointment or termination of employment under probation will not be covered by this clause.

68. DISPUTE SETTLEMENT PROCEDURES

- 68.1** 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.
- 68.2** If it is not agreed that a dispute is an “industrial dispute”, the matter will be referred to a mutually agreed arbitrator for a speedy decision as to whether the dispute is an industrial dispute. Where an arbitrator is not mutually agreed within 10 working days, the arbitrator will be the AIRC.
- 68.3** Until the procedures described in subclause **68.4** have been completed:
- (a)** 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.
 - (b)** nothing must be changed which is the subject of the dispute except to the extent necessary to address, where applicable, an occupational health and safety risk;
 - (c)** no industrial action will be taken about the dispute; and
 - (d)** no action will be taken which may exacerbate the dispute.
- 68.4** If there is an industrial dispute the following procedure must be followed:

- (a) In the first instance, a staff member/s and/or their representative/s where they choose, and the University representative/s will discuss the dispute and attempt to reach Agreement within seven calendar days of the dispute first being raised unless agreed otherwise.
 - (b) 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.
 - (c) 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 Australian Industrial Relations Commission (AIRC) for resolution by conciliation, or where conciliation does not resolve the dispute by arbitration, in which case (subject to appeal to a Full Bench of the AIRC) the parties to the dispute will be bound by any recommendation or decision of the AIRC.
- 68.5** Any dispute referred to the AIRC under this clause should be dealt with by an AIRC member agreed to by the parties to the dispute at the time, or in default of agreement, a member nominated by the President of the AIRC.
- 68.6** In dealing with the dispute, the AIRC may exercise the procedural powers in relation to hearings, witnesses, evidence, interim decisions and submissions which are necessary to make the arbitration effective. During this process, the staff member and the University may request representation by a person or organisation of their choice. This may include a union official or an employer association representative, but other representatives will not be a practicing member of the legal profession (e.g. a barrister or solicitor).
- 68.7** 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 AIRC for resolution, in which case the parties agree to be bound by any recommendation to resolve the dispute, made by the agreed person or body. Such agreed person or body may exercise such powers and functions as the parties agree are appropriate at the time.

PART L – MISCELLANEOUS

69. EXCLUSION OF PROTECTED AWARD CONDITIONS

- 69.1** This Agreement expressly excludes all protected award conditions, as defined by section 354 of the *Workplace Relations Act 1996*, including:
 - (a) rest breaks;
 - (b) incentive-based payments and bonuses;
 - (c) annual leave loadings;
 - (d) observance of days declared by or under a law of a State or Territory to be observed generally within that State or Territory, or a region of that State or Territory, as public holidays by staff members who work in that State, Territory or region, and entitlements of staff members to payment in respect of those days;

- (e)** days to be substituted for, or a procedure for substituting, days referred to in paragraph (d);
- (f)** monetary allowances for:
 - (i)** expenses incurred in the course of employment; or
 - (ii)** responsibilities or skills that are not taken into account in rates of pay for staff members; or
 - (iii)** disabilities associated with the performance of particular tasks or work in particular conditions or locations;
- (g)** loadings for working overtime or for shift work;
- (h)** penalty rates;
- (i)** outworker conditions;
- (j)** any other matter specified in the *Workplace Relations Regulations* (Commonwealth) as varied from time to time.

SCHEDULE 1A SALARY RATES – FULL TIME ACADEMIC STAFF

LEVEL	Current Salary 1st Pay Period on or after 30 June 2006	2% SALARY INCREASE 1st Pay Period on or after 31 March 2007	2.25% SALARY INCREASE 1st Pay Period on or after 31 August 2007	2 % SALARY INCREASE 1st Pay Period on or after 31 March 2008	2.25% SALARY INCREASE 1st Pay Period on or after 30 June 2008
E	119,459	121,848	124,590	127,081	129,941
D b+3	102,280	104,326	106,674	108,807	111,255
D b+2	99,159	101,141	103,417	105,485	107,859
D b+1	96,035	97,956	100,160	102,164	104,462
D base	92,913	94,771	96,904	98,842	101,066
C b+5	89,011	90,792	92,834	94,691	96,822
C b+4	86,665	88,399	90,388	92,196	94,270
C b+3	84,327	86,014	87,949	89,708	91,726
C b+2	81,982	83,622	85,504	87,214	89,176
C b+1	79,642	81,236	83,063	84,725	86,631
C base	77,298	78,844	80,618	82,230	84,081
B b+5	74,958	76,457	78,178	79,741	81,535
B b+4	72,614	74,067	75,734	77,248	78,987
B b+3	70,274	71,679	73,292	74,758	76,440
B b+2	67,930	69,288	70,847	72,264	73,890
B b+1	65,591	66,902	68,408	69,776	71,346
B base	63,247	64,511	65,963	67,282	68,796
A b+7	60,121	61,324	62,704	63,958	65,397
A b+6	58,094	59,256	60,590	61,801	63,192
A b+5*	56,065	57,185	58,472	59,642	60,984
A b+4	54,034	55,115	56,355	57,482	58,775
A b+3	52,003	53,044	54,237	55,322	56,567
A b+2	49,505	50,495	51,631	52,664	53,849
A b+1	47,007	47,947	49,026	50,007	51,132
A base	44,510	45,400	46,421	47,350	48,415

* 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 1B SALARY RATES – CASUAL ACADEMIC STAFF

The minimum salaries paid to academic staff employed on a part-time (non-fractional) basis will be at the rates provided in this clause. These rates are derived from three base rates calculated using the following formulae:

1.2 Lecturing and higher marking rate

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

$$\frac{\text{Second step of the full-time Level B scale /52} + 23\%}{37.5}$$

1.3 Rate applicable to performance of other duties involving full-time subject coordination or possession of a relevant doctoral qualification

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

$$\frac{\text{Sixth step of the full-time Level A scale /52} + 23\%}{37.5}$$

1.4 Rate applicable to all other duties

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

$$\frac{\text{Second step of the full-time Level A scale /52} + 23\%}{37.5}$$

1.5 Definitions

1.5.1 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 subject. Responsibility for the course rests with the lecturer in charge of the subject not the casual staff member.

1.5.2 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 subject not the casual performing demonstrating or other duties.

1.6 Casual Lecturing

1.6.1 A casual staff member 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, reasonable contemporaneous marking, student consultation and administration of records associated with that group of students will be paid at a rate for each hour of lecture delivered, according to the following table:

Type of Lecturing and Associated Working Time Assumed	Current Rates	2% at March 2007	2.25% at August 2007	2% at March 2008	2.25% at June 2008
Basic Lecture (1 hour of delivery and 2 hours of associated working time)	\$124.12	\$126.60	\$129.45	\$132.04	\$135.01
Developed Lecture (1 hour of delivery and 3 hours associated working time)	\$165.49	\$168.80	\$172.60	\$176.05	\$180.01
Specialised Lecture (1 hour delivery and 4 hours associated working time)	\$206.86	\$211.00	\$215.75	\$220.06	\$225.01
Repeat Lecture (1 hour of delivery and 1 hour associated working time)	\$82.75	\$84.40	\$86.30	\$88.03	\$90.01

1.6.2 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 reasonably contemporaneous with it.

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

1.6.4 A casual academic staff member who performs full or the majority of subject co-ordination work will be paid at the appropriate casual Lecture rate for each hour of teaching.

1.7 Casual Tutoring

1.7.1 A casual staff member 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, reasonable contemporaneous marking, student consultation and administration of records associated with that group of students will be paid at a rate for each hour of tutorial delivered or presented, according to the following table:

Type of Tutoring and Associated Working Time Assumed	Current Rates	2% at March 2007	2.25% at August 2007	2% at March 2008	2.25% at June 2008
Tutorial (1 hour delivery and 2 hours of associated working time)	\$88.95	\$90.73	\$92.77	\$94.63	\$96.76
Repeat Tutorial (1 hour of delivery and 1 hour of associated working time)	\$59.30	\$60.49	\$61.85	\$63.09	\$64.50

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

	Current Rates	2% at March 2007	2.25% at August 2007	2% at March 2008	2.25% at June 2008
Tutorial (1 hour delivery and 2 hours of associated working time)	\$106.09	\$108.21	\$110.65	\$112.86	\$115.40
Repeat Tutorial (1 hour of delivery and 1 hour of associated working time)	\$70.73	\$72.14	\$73.76	\$75.24	\$76.93

1.7.3 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 reasonably contemporaneous with it.

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

1.8 Casual Marking

1.8.1 Academics 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 academics for different types of assessment and the formula will reviewed every second year by the School/discipline.

	Current Rates	2% at March 2007	2.25% at August 2007	2% at March 2008	2.25% at June 2008
Standard Marking	\$29.65	\$30.24	\$30.92	\$31.54	\$32.25
Marking as a supervising examiner, hons level or above, or requiring significant exercise of academic judgement at level B status	\$41.37	\$42.20	\$43.15	\$44.01	\$45.00

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

PhD rate or Subject Co-ordination	Current Rates	2% at March 2007	2.25% at August 2007	2% at March 2008	2.25% at June 2008
Standard Marking	\$35.36	\$36.07	\$36.88	\$37.62	\$38.47

1.9 Musical Accompanying with Special Educational Services

1.9.1 For musical accompanying, the casual staff member 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:

	Current Rates	2% at March 2007	2.25% at August 2007	2% at March 2008	2.25% at June 2008
Musical Accompanying (1 hour of delivery and 1 hour preparation time)	\$59.30	\$60.49	\$61.85	\$63.09	\$64.50

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

PhD rate or Subject Co-ordination	Current Rates	2% at March 2007	2.25% at August 2007	2% at March 2008	2.25% at June 2008
Musical Accompanying (1 hour of delivery and 1 hour preparation time)	\$70.73	\$72.14	\$73.76	\$75.24	\$76.93

1.9.3 The term “musical accompanying with special educational service” means the provision of musical accompaniment to one or more students or staff in the course of teaching by another member of the academic staff 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.

1.10 Undergraduate Clinical Nurse Education

1.10.1 A casual staff member 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, reasonable contemporaneous marking and student consultation according to the following tables:

	Current Rates	2% at March 2007	2.25% at August 2007	2% at March 2008	2.25% at June 2008
Little preparation required (1 hour of delivery and 0.5 hours associated working time)	\$44.48	\$45.37	\$46.39	\$47.31	\$48.38
Normal preparation time (1 hour of delivery and 1 hours associated working time)	\$59.30	\$60.49	\$61.85	\$63.09	\$64.50

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

PhD rate or Subject Co-ordination	Current Rates	2% at March 2007	2.25% at August 2007	2% at March 2008	2.25% at June 2008
Little preparation required (1 hour of delivery and 0.5 hours associated working time)	\$53.05	\$54.11	\$55.32	\$56.43	\$57.70
Normal preparation time (1 hour of delivery and 1 hours associated working time)	\$70.73	\$72.14	\$73.76	\$75.24	\$76.93

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

1.11 Other Required Academic Activity

1.11.1 A casual staff member 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.

	Current Rates	2% at March 2007	2.25% at August 2007	2% at March 2008	2.25% at June 2008
Other required academic activity	\$29.65	\$30.24	\$30.92	\$31.54	\$32.25

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

PhD rate or Subject Co-ordination	Current Rates	2% at March 2007	2.25% at August 2007	2% at March 2008	2.25% at June 2008
Other required academic activity	\$35.36	\$36.07	\$36.88	\$37.62	\$38.47

1.11.3 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 staff member, requires the staff member 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, repititeurship, and musical accompanying other than with special educational services;
- (e) development of teaching and subject materials such as the preparation of subject guides and reading lists and basic activities associated with subject 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.

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

SCHEDULE 2A SALARY RATES – FULL TIME GENERAL STAFF

Unless otherwise prescribed, the minimum salaries payable to full-time general staff will be as set out below:

LEVEL	Current Salary 1st Pay Period on or after 30 June 2006	2% SALARY INCREASE	2.25% SALARY INCREASE	2 % SALARY INCREASE	2.25% SALARY INCREASE
		1st Pay Period on or after 31 March 2007	1st Pay Period on or after 31 August 2007	1st Pay Period on or after 31 March 2008	1st Pay Period on or after 30 June 2008
HEO 10	78,367	79,934	81,732	83,367	85,243
HEO 9.4	78,338	79,905	81,703	83,337	85,212
HEO 9.3	76,760	78,295	80,057	81,658	83,495
HEO 9.2	75,007	76,508	78,229	79,793	81,589
HEO 9.1	73,256	74,721	76,402	77,930	79,684
HEO 8.5	73,151	74,614	76,293	77,819	79,570
HEO 8.4	70,622	72,034	73,655	75,128	76,818
HEO 8.3	68,092	69,454	71,017	72,437	74,067
HEO 8.2	65,561	66,873	68,377	69,745	71,314
HEO 8.1	63,033	64,294	65,740	67,055	68,564
HEO 7.5	62,943	64,202	65,646	66,959	68,466
HEO 7.4	61,262	62,487	63,893	65,171	66,638
HEO 7.3	59,579	60,771	62,138	63,381	64,807
HEO 7.2	57,897	59,055	60,384	61,592	62,978
HEO 7.1	56,217	57,341	58,631	59,804	61,149
HEO 6.5	56,173	57,296	58,585	59,757	61,102
HEO 6.4	54,905	56,003	57,263	58,409	59,723
HEO 6.3	53,641	54,714	55,945	57,064	58,348
HEO 6.2	52,372	53,420	54,622	55,714	56,968
HEO 6.1	51,105	52,127	53,300	54,366	55,589
HEO 5.5	51,069	52,090	53,262	54,327	55,550
HEO 5.4	49,373	50,361	51,494	52,524	53,706
HEO 5.3	47,679	48,633	49,727	50,722	51,863
HEO 5.2	45,984	46,903	47,959	48,918	50,019
HEO 5.1	44,287	45,173	46,189	47,113	48,173
HEO 4.4	44,268	45,154	46,170	47,093	48,152
HEO 4.3	43,139	44,002	44,992	45,892	46,924
HEO 4.2	42,009	42,849	43,813	44,689	45,695
HEO 4.1	40,880	41,697	42,636	43,488	44,467

HEO 3.5	40,805	41,622	42,558	43,409	44,386
HEO 3.4	39,974	40,773	41,690	42,524	43,481
HEO 3.3	38,569	39,340	40,225	41,030	41,953
HEO 3.2	37,168	37,912	38,765	39,540	40,430
HEO 3.1	35,769	36,484	37,305	38,051	38,907
HEO 2.3	35,641	36,353	37,171	37,915	38,768
HEO 2.2	35,050	35,751	36,555	37,286	38,125
HEO 2.1	34,062	34,744	35,525	36,236	37,051
HEO 1.4	33,976	34,655	35,435	36,144	36,957
HEO 1.3	33,044	33,704	34,463	35,152	35,943
HEO 1.2	32,020	32,661	33,396	34,063	34,830
HEO 1.1	30,999	31,619	32,331	32,977	33,719

SCHEDULE 2B SALARY RATES – CASUAL GENERAL STAFF

2.1 The hourly rates payable to casual general staff will be as follows:

HEO LEVEL	Current Rates inclusive of 23% loading 1st Pay Period on or after 30 June 2006	2% SALARY INCREASE 1st Pay Period on or after 31 March 2007	2.25% SALARY INCREASE 1st Pay Period on or after 31 August 2007	2 % SALARY INCREASE 1st Pay Period on or after 31 March 2008	2.25% SALARY INCREASE 1st Pay Period on or after 30 June 2008
1	20.60	21.01	21.49	21.92	22.41
2	22.64	23.09	23.61	24.08	24.62
3	23.77	24.25	24.79	25.29	25.86
4	27.17	27.71	28.34	28.90	29.55
5	29.43	30.02	30.70	31.31	32.02
6	33.96	34.64	35.42	36.13	36.94

2.2 APPRENTICE SALARY RATES

The minimum annual salary payable to apprentices covered by this Agreement will be as follows:

DESCRIPTION	Current Rates 1st Pay Period on or after 30 June 2006	2% SALARY INCREASE 1st Pay Period on or after 31 March 2007	2.25% SALARY INCREASE 1st Pay Period on or after 31 August 2007	2 % SALARY INCREASE 1st Pay Period on or after 31 March 2008	2.25% SALARY INCREASE 1st Pay Period on or after 30 June 2008
HEO Apprentice Level 1 (45% of HEO LEVEL 3.1)	16,096	16,418	16,787	17,123	17,508
HEO Apprentice Level 2 (60% of HEO LEVEL 3.1)	21,461	21,891	22,383	22,831	23,344
HEO Apprentice Level 3 (75% of HEO LEVEL 3.1)	26,827	27,363	27,979	28,538	29,181
HEO Apprentice Level 4 (90% of HEO LEVEL 3.1)	32,192	32,836	33,575	34,246	35,017

2.3 STUDENT SALARY RATES

The hourly rates payable to student staff will be as follows:

DESCRIPTION	Current Rates inclusive of 23% loading 1st Pay Period on or after 30 June 2006	2% SALARY INCREASE 1st Pay Period on or after 31 March 2007	2.25% SALARY INCREASE 1st Pay Period on or after 31 August 2007	2 % SALARY INCREASE 1st Pay Period on or after 31 March 2008	2.25% SALARY INCREASE 1st Pay Period on or after 30 June 2008
Student Rate 1 (85% of HEO Casual Level 3)	20.21	20.61	21.07	21.50	21.98
Student Rate 2 (90% of HEO Casual Level 3)	21.39	21.82	22.31	22.76	23.27

SCHEDULE 3 SALARY RATES – ENGLISH LANGUAGE CENTRE STAFF

3.1 FULL TIME ENGLISH LANGUAGE CENTRE STAFF SALARY RATES

3.1.1 The salary rates inclusive of annual leave loading for English Language Centre Staff will be:

SALARY LEVEL	Current Rates 1st Pay Period on or after 30 June 2006	4% SALARY INCREASE 1st Pay Period on or after 1 January 2007	2% SALARY INCREASE 1st Pay Period on or after 31 March 2007	2.25% SALARY INCREASE 1st Pay Period on or after 31 August 2007	2 % SALARY INCREASE 1st Pay Period on or after 31 March 2008	2.25% SALARY INCREASE 1st Pay Period on or after 30 June 2008
1	38,405	39,941	40,740	41,657	42,490	43,446
2	39,008	40,568	41,380	42,311	43,157	44,128
3	40,214	41,823	42,659	43,619	44,491	45,492
4	41,451	43,109	43,971	44,961	45,860	46,892
5	43,374	45,109	46,011	47,046	47,987	49,067
6	44,654	46,440	47,369	48,435	49,403	50,515
7	45,938	47,776	48,731	49,827	50,824	51,968
8	47,219	49,108	50,090	51,217	52,241	53,417
9	48,509	50,449	51,458	52,616	53,668	54,876
10	50,169	52,176	53,219	54,417	55,505	56,754
11	51,714	53,783	54,858	56,093	57,214	58,502
12	53,078	55,201	56,305	57,572	58,723	60,045

3.1.2 The minimum salary payable for a staff member appointed to the position of Deputy Director will be a percentage based on the total salary for Level 12 as outlined below:

Deputy Director of Studies [a percentage based on total salary level 12]	Current Rates 1st Pay Period on or after 30 June 2006	4% SALARY INCREASE 1st Pay Period on or after 1 January 2007	2% SALARY INCREASE 1st Pay Period on or after 31 March 2007	2.25% SALARY INCREASE 1st Pay Period on or after 31 August 2007	2 % SALARY INCREASE 1st Pay Period on or after 31 March 2008	2.25% SALARY INCREASE 1st Pay Period on or after 30 June 2008
Step 1 (115%)	61,040	63,481	64,751	66,208	67,532	69,051
Step 2 (120%)	63,694	66,241	67,566	69,086	70,468	72,054
Step 3 (125%)	66,348	69,001	70,381	71,965	73,404	75,056
Step 4 (130%)	69,001	71,761	73,197	74,844	76,340	78,058

3.2 CASUAL ENGLISH LANGUAGE CENTRE STAFF SALARY RATES

3.2.1 A casual staff will be paid the following minimum rates. The casual rate includes a 23% 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 fourth step of the full-time Instructor salary scale and is calculated as follows:

$$\frac{\text{Step 4 salary}/52.179}{20 \text{ (full-time teaching contact hrs)}} + 23\%$$

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

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

$$\frac{\text{Step 4 salary}/52.179}{35 \text{ hrs/wk}} + 23\%$$

DESCRIPTION	Current Rates 1st Pay Period on or after 30 June 2006	4% SALARY INCREASE 1st Pay Period on or after 1 January 2007	2% SALARY INCREASE 1st Pay Period on or after 31 March 2007	2.25% SALARY INCREASE 1st Pay Period on or after 31 August 2007	2 % SALARY INCREASE 1st Pay Period on or after 31 March 2008	2.25% SALARY INCREASE 1st Pay Period on or after 30 June 2008
Level 1	48.2092	50.1375	51.1403	52.2909	53.3367	54.5368
Casual Language Instructor Level 2 – “other duties”	27.5481	28.6500	29.2230	29.8805	30.4781	31.1639

3.3 POSITION OF RESPONSIBILITY ALLOWANCES

3.3.1 When providing service in a position that attracts a greater salary than the incumbent's normal salary, the following per annum responsibility allowances (pro rata for shorter periods) will be paid:

		Current Rates 1st Pay Period on or after 30 June 2006	4% SALARY INCREASE 1st Pay Period on or after 1 January 2007	2% SALARY INCREASE 1st Pay Period on or after 31 March 2007	2.25% SALARY INCREASE 1st Pay Period on or after 31 August 2007	2 % SALARY INCREASE 1st Pay Period on or after 31 March 2008	2.25% SALARY INCREASE 1st Pay Period on or after 30 June 2008
Level 1	• Acting as Senior Language Instructor – for periods in excess of 5 working days up to 4 weeks	\$1,233.83	\$1,283.18	\$1,308.85	\$1,338.30	\$1,365.06	\$1,395.78
Level 2	• Acting as Deputy Director of Studies – for periods in excess of 5 working days up to 4 weeks • Appointed as a Project Manager of a major project	\$2,467.31	\$2,566.00	\$2,617.32	\$2,676.21	\$2,729.74	\$2,791.16
Level 3	• Appointed as Acting Director of the unit – for periods in excess of 5 working days up to 4 weeks	\$3,700.88	\$3,848.92	\$3,925.89	\$4,014.23	\$4,094.51	\$4,186.64

3.3.2 For any other Positions of Responsibility, or for periods in excess of four (4) weeks, an appropriate allowance should be negotiated.

SCHEDULE 4A ALLOWANCES

- 4.1 The allowances contained in this Schedule will be increased annually as per the Consumer Price Index increase for "All Groups average for 8 capital cities" initially from July 2006 to June 2007. The increase will take effect from 1 October in the relevant year provided that the rate of any such allowance will be capped so that it does not exceed the maximum allowable rate for allowances approved by the Australian Taxation Office for the relevant year.
- 4.2 The following allowances will be paid to staff members where appropriate:

Allowance	Current Rate	Application
Meal Allowances	<p>\$8.52</p> <p>\$5.98</p> <p>\$4.52</p>	<p>Where a general & ELC staff member is required to continue working in excess of 2 hours immediately after normal finishing time (except where overtime work ceases no later than 6.00pm)</p> <p>Where a general & ELC staff member is required to work overtime for more than 5 hours on weekends or public holidays.</p> <p>Where a general & ELC staff member is required to commence duty on or before 6.00am being 1 hour before the staff' usual starting time.</p>
Motor Vehicle Allowance	<p>Above 2600cc: 25.63 cents per kilometre</p> <p>1601cc – 2600cc: 23.88 cents per kilometre</p> <p>1600cc and under: 20.09 cents per kilometre</p>	<p>Where a staff member is required and has been duly authorised in advance by the University to use his/her own vehicle in connection with the University business.</p> <p>A motor vehicle allowance will not be paid to a staff member 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.</p>
Tool Allowance	<p>Carpenter, Drainer, Mechanical fitter, Plumber, Welder: \$33.62 per fortnight</p> <p>Electrical fitter: \$19.25 per fortnight</p> <p>Painter: \$8.34 per fortnight</p>	<p>Where a general staff member is engaged as qualified tradesperson within a trades area of the University and is required to provide their own tools.</p>
Uniform and Protective Clothing Allowance	\$12.75 per fortnight	<p>Where a general staff member is required to wear protective clothing or a uniform and such protective clothing or uniform is not provided by the University.</p>

Travel Allowance – Meal	Breakfast- \$12.30 Lunch- \$17.43 Dinner- \$29.73 per day	Where a staff member 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:		
			Time of leaving	Time of returning
		Breakfast	7.00am	
		Lunch		1.30pm
		Dinner		6.30pm
Travel allowance –Accommodation	Actual costs, up to the allowable Australian Tax Office rates as adjusted by the ATO will apply, based on actual receipts/ documentation provided.	Where a staff member is absent from the University on University business and the absence extends overnight but does not exceed fourteen days (14 days).		
First Aid Allowance	\$640.00 per annum	A staff member formally appointed as a First Aid Officer		
First Aid Qualification	Actual cost of training/certification	Costs paid to obtain and/or maintain the qualification for a staff member formally appointed as a First Aid Officer.		

Working Offshore Allowances

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

SCHEDULE 4B ALLOWANCE – INDIGENOUS LANGUAGE

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

		Current Rates 1st Pay Period on or after 30 June 2006	2% SALARY INCREASE 1st Pay Period on or after 31 March 2007	2.25% SALARY INCREASE 1st Pay Period on or after 31 August 2007	2 % SALARY INCREASE 1st Pay Period on or after 31 March 2008	2.25% SALARY INCREASE 1st Pay Period on or after 30 June 2008
Level 1	Elementary level - this level of accreditation is appropriate for staff members who are capable of using minimal knowledge of language for the purpose of simple communication.	\$1,466.58p.a.	\$1,495.90p.a.	\$1,529.56p.a.	\$1,560.15p.a.	\$1,595.26p.a.
Level 2	Level 2 represents a level of ability for the ordinary purposes of general business, conversation, reading and writing.	\$2,934.40p.a.	\$2,993.08p.a.	\$3,060.43p.a.	\$3,121.64p.a.	\$3,191.87p.a.

SCHEDULE 5 SHIFT WORK – GENERAL STAFF

5.1 These provisions only apply to shiftworkers, defined as follows:

“Shiftworker” means a person who is required to regularly perform duties on a continuous rotating shift over a 24 hour day seven (7) day week.

5.2 Shift work penalty rates

5.2.1 A staff member working shifts will be paid the following rates:

Type of Shift	Shift Description	Shift Rate
Early Morning Shift	Any shift, Monday to Friday, where the ordinary hours of duty commence at or after 4.00 am and before 6.00 am	The ordinary rate plus 10%
Day Shift	Any shift, Monday to Friday, where the ordinary hours of duty commence not earlier than 6.00 am and before 10.00 am	The ordinary rate
Early Afternoon Shift	Any shift, Monday to Friday where the ordinary hours of duty cease at or after 7.00pm	The ordinary rate plus 10%
Afternoon Shift	Any shift, Monday to Friday, where the ordinary hours of duty cease at or after 9.00pm and before midnight	The ordinary rate plus 12%
Night Shift	Any shift, Monday to Friday, where the ordinary hours of duty cease at or after midnight and before 6.00am	The ordinary rate plus 15%
Permanent Night Shift	Any shift system in which shifts are worked which do not rotate or alternate with other or another shift so as to give the staff member at least one third of their working time off night shifts in each roster period	The ordinary rate plus 30%

5.3 Shift payment for weekend work

A staff member required to work on a weekend will be paid as follows: The rates provided for below are not paid in addition to the ordinary shift penalties provided in 5.2 above.

Day of Weekend	Shift Rates
Saturday	The ordinary rate plus 50%
Sunday	The ordinary rate plus 100%

5.4 Shift payment for public holidays

A staff member required to work on a public holiday will be paid as follows:-

Application	Rate
Public Holiday	The ordinary rate plus 150%
where a shift ends during the public holiday	The ordinary shift rate 100%

5.5 Crib breaks for shiftworkers

Shift workers will be entitled to a paid crib break of 20 minutes

SCHEDULE 6 ON CALL ARRANGEMENTS (INFORMATION TECHNOLOGY STAFF)

The provisions of this Schedule apply to staff members within the Information Technology Directorate who are engaged to carry out technical functions in addition to the provisions of clause 54 On Call.

- 6.1** Where a requirement to be available on-call is not specified in an IT staff member's contract of employment, participation in an on-call roster will be by mutual agreement.
- 6.2** The following provisions will not be used other than to provide an emergency fault repair or remote monitoring capacity. If changes to working patterns within the areas covered by this Schedule require rostered work outside normal working hours this will be covered under the relevant Agreement provisions.
- 6.3** During their rostered on-call period the staff member will be responsible for remaining within a reasonable distance of their place of work and/or home so that they can provide the appropriate response to an alarm or fault within 30 minutes for critical problems.
- 6.4** The University will provide an "On-call Kit" which will be made available to a staff member when they are rostered on-call, and will include necessary equipment to perform duties as required such as:
- (a)** Logbook
 - (b)** Laptop Computer/remote access device
 - (c)** Cellular phone
 - (d)** A swipe card for access to relevant areas
 - (e)** Other UNE equipment as required from time to time
 - (f)** Out of hours contact list
 - (g)** Cab charge vouchers
- 6.5** In the event of a call out, the University will provide access to satisfactory transport arrangements. In determining suitable transport arrangements the University will ensure that preferences are considered and that transport requirements suit the type and likelihood of the nature of call-back which could eventuate. Cost effectiveness of transport options will also be considered in determining suitable transport arrangements.
- 6.6** Rostered "on-call" periods for staff will normally be on a weekly basis and where possible arranged annually. No staff member is to be rostered on call for more than an annual average equivalent to one week on call for every three weeks worked unless mutually agreed between the staff member and the Head of Cost Centre or nominee.
- 6.7** Equity considerations and the personal preferences of staff will be considered and where possible facilitated. The intention is to give staff responsibility for the self-management of the process so their lifestyle preferences can be better accommodated. The final arbiter of the roster will be the relevant Head of Cost Centre or nominee.
- 6.8** In the event of a staff member rostered "on-call" falling sick during a rostered period, the staff member must notify their Supervisor or nominee who will organise a substitute person to take over the roster. "On-call" allowance will not be paid for sick leave absences of longer than five (5) consecutive days. In the event of a person falling sick before a rostered period of "on-call" commences the roster will be reorganised by the Supervisor or nominee and "on-call" allowances will not be payable for the period of sick leave.
- 6.9** The decision on whether the work will be paid as overtime or taken as time-in-lieu will be determined by the staff member.
- 6.10** The provisions of clause **55** of this Agreement will apply where a staff member is called back to work

SCHEDULE 7 CONVERSION FROM CASUAL TO NON-CASUAL EMPLOYMENT (GENERAL STAFF)

- 7.1** A staff member must not be engaged and re-engaged nor have his/her hours reduced in order to avoid any obligation under this Schedule.
- 7.2** Upon appointment, the University will advise a casual staff member that, after serving qualifying periods, they may have a right to apply, in writing, for conversion.
- 7.3** The University will also take reasonable steps from time to time to inform casual staff members of the conversion provisions of this Agreement.
- 7.4 Eligibility for conversion**
- To be eligible to apply for conversion, a casual staff member must be employed on a regular and systematic basis in the same or a similar and identically classified position in the same department (or equivalent), either:
- 7.4.1** over the immediately preceding period of twelve months, and in those immediately preceding twelve months the average weekly hours worked equalled at least 50% of the ordinary weekly hours that would have been worked by an equivalent full-time staff member; or
- 7.4.2** over the immediately preceding period of at least 24 months.
- 7.5** For the purposes of this Schedule, occasional and short-term work performed by the staff member in another classification, job or department will not:
- 7.5.1** affect the staff member's eligibility for conversion;
- 7.5.2** be included in determining whether the staff member meets or does not meet the eligibility requirements.
- 7.6** The University will not unreasonably refuse an application for conversion. However, it may refuse an application on reasonable grounds, including, but not limited to, the following:
- 7.6.1** the staff member is a student, or has recently been a student, other than where her/his status as a student is irrelevant to his/her engagement and the work required;
- 7.6.2** the staff member is a genuine retiree;
- 7.6.3** the staff member is performing work which will either cease to be required or will be performed by a non-casual staff member, within 26 weeks (from the date of application);
- 7.6.4** the staff member has a primary occupation with the University or elsewhere, either as a staff member or as a self-employed person;
- 7.6.5** the staff member does not meet the essential requirements of the position; or
- 7.6.6** the work is ad hoc, intermittent, unpredictable or involves hours that are irregular.
- 7.7** The University must determine an application for conversion either by offering conversion to non-casual employment or by rejecting the application. If the University rejects the application, it must provide written reasons for rejecting it. If the application is accepted, the staff member will be offered a non-casual position.
- 7.8** Conversion may be to either a continuing appointment or to a fixed-term appointment. The offer of conversion will indicate the hours and pattern of work which, subject to due consideration of the employer's operational requirements and the desirability of offering the staff member work

which is as regular and continuous as is reasonably practicable, will be consistent with the staff member's casual engagement. The conversion offer will also constitute (and include such other details as are required for) an instrument of engagement under clause 10 of this Agreement.

- 7.9** Conversion may be, but is not required to be, to part-year, annualised hours or seasonal employment. Conversion of a casual staff member to part-year, annualised hours or seasonal employment may occur where by custom and practice the work has been performed by casual staff members on such a basis, or otherwise by agreement between the staff member and the University.
- 7.10** Staff members converted under this Schedule will not have their casual service count as service for the purpose of calculating any other existing entitlements except for:
- 7.10.1** long service leave, if, at the time of conversion, the University provides casual staff members with an entitlement to long service leave. In such a case casual service with the University would count for the purposes of any qualifying period for long service leave, but would not give rise to any paid leave entitlement in respect of that casual service; and
- 7.10.2** any applicable unpaid parental leave.
- 7.11** A staff member whose application for conversion is rejected will not be entitled to apply again within twelve months except where:
- 7.11.1** that rejection is solely based upon the ground set out in clause **7.6.3** of this Schedule; and
- 7.11.2** that ground ceased to apply.
- 7.12** A dispute arising from the application of this clause will be dealt with in accordance with the dispute procedures set out in clause **68** of this Agreement.

SCHEDULE 8A 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 subjects in which the academic teaches.
- Production of teaching materials for students for whom the academic has responsibility.
- Development of subject material with appropriate guidance from the subject or course co-ordinator.
- Limited administrative functions primarily connected with subjects in which the academic teaches.
- Acting as subject 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 subjects which are offered only at Masters level or above.

A Level A academic will work with support and direction from academic staff 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 subject 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 subject material.
- Acting as subject 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 subjects 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.
- Acting as course convenor.
- 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.
- Acting as course convenor.
- 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.
- Acting as course convenor.
- 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 8B 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 staff member'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 staff member's research.

- Guidance in the research effort of junior members of research-only academic staff 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 staff member's research.
- Co-supervision, or where appropriate supervision, of major honours or postgraduate research projects within the field of the staff member'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 inter-disciplinary 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 staff member's research.
- Supervision, where appropriate, of the research of less senior research-only academic staff.
- 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 staff member's research.
- Supervision of major honours or postgraduate research projects within the field of the staff member'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 academic staff.
- 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 staff member'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 academic staff 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 staff member's research.
- Supervision of major honours or postgraduate research projects.
- Attendance at meetings associated with research or the work of the organisational unit to which the research is connected and/or departmental and/or Faculty meetings and a major role in planning and committee work.

Skill Base

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

SCHEDULE 9 UNE ENHANCED DESCRIPTORS – GENERAL STAFF

LEVEL 1

TRAINING LEVEL DESCRIPTOR

Appointment at the base of this level does not require formal qualifications or work experience upon engagement.

Appointment at the base of this level will require structured on-the-job training in addition to up to 38 hours of induction to the higher education industry which will provide information on the higher education institution, conditions of employment, training to be made available and consequent career path opportunities, physical layout of the institution/work areas, introduction to fellow workers and supervisors, work and documentation procedures, occupational health and safety, equal opportunity practices and extended basic literacy and numeracy skills training where required/necessary to enable career path progression.

TASK LEVEL DESCRIPTOR

Tasks at this level are likely to be repetitive tasks, covered by established procedures, which usually require less than one month of on-the-job training to achieve competence. Tasks require the ability to follow clear instructions. Some knowledge of materials, e.g. cleaning chemicals and hand tools, may be required. Tasks may be associated with manual duties or elements of level 2 duties performed under close supervision in conjunction with structured on-the-job training.

JUDGEMENT, INDEPENDENCE AND PROBLEM SOLVING

At this level it is expected that staff will have the ability to resolve problems where:

- the situations encountered are repetitive,
- the alternatives for the job holder are limited and readily learned,
- the required action is clear or can be readily referred to higher levels.

LEVEL OF SUPERVISION

Supervision received:

Close supervision or, in the case of more experienced staff working alone, routine supervision.

ORGANISATIONAL KNOWLEDGE, RELATIONSHIPS AND IMPACT

Perform tasks which are basically self-contained, with the impact of established procedures on other people or work areas being the concern of more senior staff. May provide straightforward information to others on building or service locations.

LEVEL 2

TRAINING LEVEL DESCRIPTOR

Level 2 duties typically require a skill level which assumes and requires:

- knowledge, training or experience relevant to the duties to be performed; or
- completion of Year 10 with relevant work experience; or
- completion of Year 12 without relevant work experience; or
- completion of Certificates I or II with work-related relevant experience; or
- an equivalent combination of experience and training.

TASK LEVEL DESCRIPTOR

Perform a range of straightforward tasks, where procedures are clearly established.

Tasks at this level are likely to require the performance of a range of similar duties governed by instructions and established procedures. Staff may occasionally perform more complex tasks for which detailed procedures exist and where assistance or advice is normally provided. Task competency can be acquired through on the job training and/or short courses.

JUDGEMENT, INDEPENDENCE AND PROBLEM SOLVING

At this level it is expected that problems encountered will be similar and the relevant response will be covered by established techniques, procedures or instructions. The choices to be made between alternate actions are straightforward or follow familiar patterns and assistance will be available when unusual circumstances are encountered or when established responses are not effective.

A staff member at this level will be expected to perform a combination of various routine tasks where the daily work routine will allow the latitude to rearrange some work sequences, provided the prearranged work priorities are achieved.

Positions are accountable for their own work which is performed within established practices, methods and procedures, with more complex tasks performed occasionally.

LEVEL OF SUPERVISION

Supervision received:

Routine supervision of straightforward tasks. Close supervision of more complex tasks.

ORGANISATIONAL KNOWLEDGE, RELATIONSHIPS AND IMPACT

Following training, may provide straightforward information/advice and assistance to members of the public, students and other staff which is based on a knowledge of the staff member's work area/responsibility, including knowledge of the functions carried out and the location and availability of particular personnel and services.

Perform tasks which may involve relaying information on requirements or procedures where interpretation or problem solving is not required.

LEVEL 3

TRAINING LEVEL DESCRIPTOR

Level 3 duties typically require a skill level which assumes and requires knowledge or training in clerical/administrative, trades or technical functions equivalent to:

- completion of a trades certificate or Certificate III; or
- completion of Year 12 or a Certificate II, with relevant work experience; or
- an equivalent combination of relevant experience and/or education/training.

Persons advancing through this level may typically perform duties which require further on-the-job training or knowledge and training equivalent to progress toward completion of a Certificate IV or Diploma.

TASK LEVEL DESCRIPTOR

Tasks at this level are likely to be of a routine nature within established work routines. Experience and knowledge of routine technical skill/assistance may be required. Tasks require some theoretical knowledge and the interpretation of rules, guidelines, procedures and instructions. Tasks should have some degree of complexity and variety. Guidance or development would normally be provided before new tasks or situations are handled.

JUDGEMENT, INDEPENDENCE AND PROBLEM SOLVING

At this level it is expected that staff will have the ability to:

- exercise judgement on work methods and task sequences within specified timelines and established practices and procedures,
- provide solutions or courses of action within established guidelines or policy,
- identify routine problems,
- meet set priorities,
- use discretion in routine problem solving,
- assist in identifying ways to improve performance of tasks.

LEVEL OF SUPERVISION

Supervision received:

Procedural direction where-

- tasks have clearly defined objectives,
- tasks have clearly defined procedures,
- guidelines and work routines are clearly defined,
- decisions are made between a range of straightforward alternatives.

Supervision given:

This is the first level where supervision of other staff may be required. The supervision is of a routine nature within highly defined procedures.

ORGANISATIONAL KNOWLEDGE, RELATIONSHIPS AND IMPACT

Perform tasks which may involve:

- (f) knowledge and sensitivity to identify the consequences of routine decisions or courses of action on people, work areas,
- (g) provision of information to staff and work areas which is accurate and easily understood within established guidelines,
- (h) the ability to communicate with people and liaise with work areas,
- (i) clear understanding of the role and function of own work area,
- (j) some knowledge of the University's organisation,
- (k) knowledge of the work area processes and an understanding of how they interact with other related areas and processes.

LEVEL 4

TRAINING LEVEL DESCRIPTOR

Level 4 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- completion of a diploma level qualification; or
- completion of a Certificate IV with relevant work experience; or

- completion of a post-trades certificate and extensive relevant experience and on the job training; or
- completion of a Certificate III with extensive relevant work experience; or
- an equivalent combination of relevant experience and/or education/training.

TASK LEVEL DESCRIPTOR

Tasks at this level are likely to be varied, some of a routine nature with a degree of complexity. Tasks require the application of any or all of the following within the work area:

- a sound knowledge of policies and procedures,
- some specialist knowledge or skills or a broad knowledge with depth in some areas,
- ability to understand principles and reasoning behind policies,
- some knowledge of planning, co-ordination and evaluation,
- limited creative, planning, analysis or design functions.

JUDGEMENT, INDEPENDENCE AND PROBLEM SOLVING

At this level it is expected that staff will have the ability to:

- do basic analysis and resolve more difficult problems within established guidelines/procedures,
- identify and monitor priorities,
- investigate and research straightforward matters which need clarification or resolution or use in planning for technical purposes
- interpret and apply relatively straightforward rules, legislation or policies,
- make recommendation on courses of action to be taken, for authorisation by others,
- take responsibility for own tasks and coordination of specified tasks.

LEVEL OF SUPERVISION

Supervision received:

Procedural direction where-

- guidance is available in situations where courses of action are not defined or too complex,
- supervision is limited when established rules, procedures and guidelines are provided and understood,
- may work independently on specific task areas.

Supervision given:

- may supervise other staff within a work area,
- may work in a team requiring co-ordination of staff and tasks.

ORGANISATIONAL KNOWLEDGE, RELATIONSHIPS AND IMPACT

Perform tasks/assignments which may:

- involve providing advice or information which may influence the actions of others or outcomes of work areas/projects,
- involve negotiating and liaising with a range of people, working towards agreed outcomes,

- involve providing guidance and advice to resolve work-related problems, taking into consideration the needs of people, the objectives of the work area/project and University policies,
- involve co-ordinating the activities of a range of staff, including those of a more senior level to contribute to a project,
- involve demonstrating a sound knowledge of the role and function of immediate work area and an awareness of the role of other work units,
- require proficiency in the project task or work area's rules, regulations, processes and techniques, and how they interact with other related functions/objectives of project.

LEVEL 5

TRAINING LEVEL DESCRIPTOR

Level 5 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- completion of a degree; or
- completion of a diploma qualification and subsequent relevant work experience; or
- completion of a Certificate IV or post-trades certificate and extensive relevant work experience; or
- an equivalent combination of relevant experience, and/or education/ training.

TASK LEVEL DESCRIPTOR

Tasks at this level are likely to be of a more varied and complex nature. The following skills may be required:

- knowledge of theoretical principles, procedures and techniques, as applied to a range of common or predicted circumstances,
- ability to apply some specialist knowledge or technical expertise,
- ability to manage a range of functions within a particular functional area,
- ability to coordinate and manage a small functional team,
- ability to meet organisational goals,
- ability to develop task methodologies or procedures within policy guidelines,
- ability to analyse and research, provide interpretation, specialist advice and decisions on rules and entitlements or technical tasks or systems,
- practical demonstration to staff/students specialist knowledge or technical expertise.

JUDGEMENT, INDEPENDENCE AND PROBLEM SOLVING

At this level it is expected that staff will have the ability to:

- demonstrate analytical and problem solving skills within more complex rules and guidelines or technical situations,
- draw conclusions and provide recommendations to senior staff on complex issues,
- provide information for planning and review of work area/project,
- make regular operational decisions, such as provision of services/resources to other work areas or projects,
- utilise initiative in immediate work area/project,

- demonstrate knowledge of organisation and management techniques.

LEVEL OF SUPERVISION

Positions at this level are generally responsible for work outcomes within standard practices and respond to specific directions related to objectives and broad work unit priorities.

Supervision received:

General direction-

- procedural direction may be necessary in the absence of detailed knowledge of procedures and policies, and techniques such as at graduate entry,
- direction is limited when defined policy or guidelines are available,
- direction should be sought in situations which require clarification of policy outcomes and complex problems,
- direction should be provided to establish clear objectives and goals.

Supervision given:

- supervision of others may be required,
- co-ordinate activities and staff and allocate tasks in a team.

ORGANISATIONAL KNOWLEDGE, RELATIONSHIPS AND IMPACT

Perform tasks/assignments which may:

- involve providing detailed advice/information/solutions to problems in the context of complex but standard circumstances,
- involve liaising and negotiating on a range of activities/issues and assess impact on others and work area or monitoring of project milestones/objectives,
- involve demonstrating an understanding of the role of the work area and its function within the broader organisation,
- involve demonstrating an understanding of a range of policies,
- require proficiency in the work area's rules, regulations, policies, procedures, systems, processes and techniques, and how they interact with other related functions, in order to assist in their adaptation to achieve objectives, and advise, assist and influence others.

LEVEL 6

TRAINING LEVEL DESCRIPTOR

Level 6 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- a degree with relevant experience; or
- extensive experience and specialist expertise or broad knowledge in technical or administrative fields; or
- an equivalent combination of relevant experience and/or education/training.

TASK LEVEL DESCRIPTOR

Tasks at this level are likely to require interpretation, of precedent, policy and professional standards. This may include:

- application of knowledge of theoretical principles, procedures and techniques, as applied to either predicted or irregular circumstances,
- latitude to develop or redefine procedures,
- application of significant specialist knowledge or technical expertise,
- developing and establishing protocols to enable new procedures,
- responsibility for analysis, support, maintenance and some development of system functionality,
- management of specialised teams, equipment and facilities or some front-line management of functional teams or day-to-day running of projects.

JUDGEMENT, INDEPENDENCE AND PROBLEM SOLVING

At this level it is expected that staff will have the ability to:

- solve both common and unusual problems,
- identify responses to new or unique circumstances/technical problems for consideration by others, including making recommendations to senior staff,
- apply theoretical or technical expertise to design, review, develop or test complex equipment, systems or procedures,
- make operational decisions such as provision of services/resources to other work areas/projects,
- exercise high level diagnostic, analytic and reporting skills,
- apply discretion to innovate within own functional area taking responsibility for outcomes.

LEVEL OF SUPERVISION

Supervision received:

General direction.

Supervision given:

- may have extensive supervisory responsibility for staff performing a set of related functions,
- may have some line management responsibility for staff performing a set of related functions.

ORGANISATIONAL KNOWLEDGE, RELATIONSHIPS AND IMPACT

Perform tasks/assignments which may:

- involve providing authoritative advice in recurring but unusual circumstances,
- involve providing advice/information, including interpretation, which would normally have a substantial influence at the individual or work group level,
- involve adapting procedures and techniques as required to achieve objectives,
- involve introducing change in the functional area, liaising/negotiating with other areas where necessary, and demonstrating an awareness of the impact of outcomes on the broader organisation,
- require proficiency in the work area's existing rules, regulations, policies, procedures, systems, processes and techniques and how they interact with other related functions, and to adapt those procedures and techniques as required to achieve objectives without impacting on other areas or project outcomes,
- involve providing leadership and guidance in the operational planning of technical, research, administrative activities for centres/schools/faculties.

LEVEL 7

TRAINING LEVEL DESCRIPTOR

Level 7 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- a degree with substantial relevant experience; or
- extensive relevant experience and management expertise; or
- an equivalent combination of relevant experience and/or education/training.

TASK LEVEL DESCRIPTOR

Tasks at this level are likely to require considerable interpretation, enhancement or development of procedures/policies. This may include:

- application of substantial theoretical or technical knowledge and experience,
- recognition as an authority in a specialised area of theoretical, policy operational or technical complexity,
- responsibility for design and development of system modules,
- development of new or enhanced services/programs,
- management and leadership of work units, project teams.

JUDGEMENT, INDEPENDENCE AND PROBLEM SOLVING

At this level it is expected that staff will have the ability to:

- solve new or unique problems or analyse situations/complex technical problems and provide solutions,
- be responsible for independently monitoring, reviewing and developing procedures in own functional area/work area/project team,
- cross organisational, functional or specialist boundaries to co-ordinate actions and propose initiatives,
- focus on objectives rather than procedures and precedents,
- interpret policy which has an impact beyond the immediate functional area,
- independently relate existing policy to work assignments, rethink the way a specific body of knowledge is applied in order to solve problems, adapt procedures to fit policy prescriptions or use theoretical principles in modifying and adapting techniques. This may involve stand alone work or the supervision of others in order to achieve objectives.

LEVEL OF SUPERVISION

Supervision received:

General direction to broad direction.

Supervision given:

Positions at this level frequently take a leading role in creating and maintaining a high level of team work and co-operation within the work unit. Participation in multi-disciplinary teams is common.

- may have considerable management responsibility for staff performing a related set of functions, usually with distinct areas of expertise,

- management at this level includes the allocation of responsibilities, review of performance and establishment of program procedures and priorities,
- provide advice to staff at higher levels on program objectives, organisational structures, budget expenditure.

ORGANISATIONAL KNOWLEDGE, RELATIONSHIPS AND IMPACT

Perform tasks which may involve:

- demonstrating a detailed knowledge of the interrelationships between a range of diverse policies and activities,
- developing strategies which co-ordinate the interests of separate units to achieve shared outcomes,
- developing and enhancing system modules impacting across broad areas compliant with quality controls and within existing guidelines,
- providing substantial and authoritative technical advice across a broad range of technical areas or in a key area of specialisation,
- sharing some accountability for the decisions taken, without normally being responsible for final authorisation,
- negotiating solutions where a range of interests must be accommodated.

LEVEL 8

TRAINING LEVEL DESCRIPTOR

Level 8 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- postgraduate qualifications or progress towards postgraduate qualifications and extensive relevant experience; or
- a range of management expertise or substantial technical expertise; or
- an equivalent combination of relevant experience and/or education/training.

TASK LEVEL DESCRIPTOR

Tasks at this level are likely to require integration of substantial theoretical and technical knowledge of a number of functional areas to facilitate one or more of the following:

- management of significant programs,
- development and implementation of policies, programs, initiatives or systems,
- development of new ways of using or integrating specific bodies of knowledge,
- management of a broad range of resources,
- responsible for high level systems, systems analysis and business analysis and for leading, managing, administering significant university systems.

JUDGEMENT, INDEPENDENCE AND PROBLEM SOLVING

At this level it is expected that staff will have the ability to:

- develop and implement programs, priorities, policies and procedures within given role objectives,

- lead the design, development and implementation of solutions to complex technical problems/new systems/significant projects,
- have some latitude in the initial definition of role objectives/ services/projects,
- set objectives across a range of functional areas, taking account of planning directions,
- commit the University to significant budget expenditure or to a public policy stance, subject to formal authorisation, and
- provide strategic support and advice (eg, to schools or faculties) requiring integration of a range of university policies, external requirements or expert specialist knowledge, and an ability to achieve objectives operating within complex organisational structures.

LEVEL OF SUPERVISION

Supervision received:

Broad direction.

Supervision given:

- may advise on and have substantial influence over the establishment of priorities, programs, organisational structures and budget for a major functional area,
- will have scope to reset priorities and resources within overall program objectives,
- may have considerable management responsibility for staff working across a range of functions.

ORGANISATIONAL KNOWLEDGE, RELATIONSHIPS AND IMPACT

Responsibilities at this level may require a thorough knowledge of University wide policies; the external environment (e.g. government legislation, codes, guidelines and requirements); and/or diverse research/technical and teaching activities.

Perform tasks which may involve:

- playing a leading role in developing policies and co-ordinating the interests and activities of several functional areas,
- providing expert advice which may impact on: a broad range of functional areas; or a specialist technical area that has a broad impact across the university; or complex technical support and solutions to significant functions of the university or projects,
- implementing programmes or functions which may impact upon other areas of the University.

LEVEL 9

TRAINING LEVEL DESCRIPTOR

Level 9 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- postgraduate qualifications and extensive relevant experience; or
- extensive management experience and management expertise/substantial technical expertise; or
- an equivalent combination of relevant experience and/or education/ training.

TASK LEVEL DESCRIPTOR

Tasks at this level require staff to conceptualise, develop and review major professional, specialist, management or administrative policies/projects at the senior management level. Significant high level

creative, planning, theoretical knowledge and management functions. Responsibility for significant resources.

JUDGEMENT, INDEPENDENCE AND PROBLEM SOLVING

At this level it is expected that staff will have the ability to:

- commit the University to significant budget expenditure or to a public policy stance,
- be responsible for significant program/project development and implementation and complex problem solving involving and impacting upon key interests across the whole University,
- be involved in the initial definition of role objectives, program/project development or implementation responsibilities,
- achieve broad objectives whilst operating within complex organisational structures,
- provide strategic support and substantial technical expertise/advice (e.g. to schools or faculties) at the senior management level, requiring integration of a range of internal and external policies and demands or special technologies.

LEVEL OF SUPERVISION

Broad to open direction or broad direction with substantial management responsibilities.

ORGANISATIONAL KNOWLEDGE, RELATIONSHIPS AND IMPACT

Perform tasks which may involve:

- being responsible for proposing and implementing programs/projects involving major change which may impact on other areas of the institution's operations,
- high level liaison with internal and/or external client areas, including framing the relevant internal consultation and negotiation strategies,
- conceptualising, developing and reviewing major policies, objectives and strategies involving high level liaison with internal and/or external client areas.

LEVEL 10

TRAINING LEVEL DESCRIPTOR

Duties at or above this level typically require a skill level which assumes and requires knowledge or training equivalent to:

- proven expertise in the management of significant human and material resources; in addition to, in some areas,
- postgraduate qualifications and extensive relevant experience; or
- an equivalent combination of relevant experience and/or education/ training.

TASK LEVEL DESCRIPTOR

Tasks at this level are likely to require staff to conceptualise, develop, review and be accountable for the operation of major professional, management, specialist or administrative policies/projects at the corporate level. Significant and high level creative planning, programme and managerial functions and highly developed analytical skills with clear accountability for programme performance. Responsible for significant resources. Generate and use a high level of theoretical and applied knowledge. Responsible for providing strategic technical leadership to senior managers for major university projects.

JUDGEMENT, INDEPENDENCE AND PROBLEM SOLVING

At this level it is expected that staff will have the ability to be responsible and accountable for the achievement of significant organisational objectives and programs/complex and significant technical issues. Responsible and accountable for setting and reviewing longer term performance criteria and objectives. Responsibility for approving and committing substantial budget expenditure within the parameters of the University's financial delegations.

LEVEL OF SUPERVISION

Open direction.

ORGANISATIONAL KNOWLEDGE, RELATIONSHIPS AND IMPACT

Perform tasks which may involve responsibility for approving the development or significant amendment of policies/programs/projects which impact across the University.

Communicate a vision of significant, broad policies/programs/projects that impact across the University

Authorise significant expenditure and commit the University to significant contractual obligations, taking into account the University's Delegations of Authority.

Signed for and on behalf of
University of New England

.....
Vice Chancellor

Dated

.....
(witness signature)

.....
(name of witness)

Signed for and on behalf of the CPSU,
the Community and Public Sector
Union

.....
CPSU Federal Secretary

Dated

.....
(witness signature)

.....
(name of witness)

The University of New England Workplace Agreement 2006-2008

**Signature page for the
National Tertiary Education Industry Union (“NTEU”)
ABN: 38579 396 344**

Signed for and on behalf of the NTEU,
the National Tertiary Education Union

.....
NTEU National General Secretary
PO Box 1323,
South Melbourne, Victoria, 3205

Dated

.....
(witness signature)

.....
(name and title of witness)
PO Box 1323,
South Melbourne, Victoria, 3205

The authority of the NTEU National General Secretary to sign a workplace agreement arises from the registered rules of the NTEU, specifically Rule 21.