



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

The University of New England
(AG2024/5189)

UNE ACADEMIC AND ENGLISH LANGUAGE TEACHING STAFF ENTERPRISE AGREEMENT 2024-2026

Educational services

DEPUTY PRESIDENT SAUNDERS

NEWCASTLE, 28 FEBRUARY 2025

*Application for approval of the UNE Academic and English Language Teaching Staff
Enterprise Agreement 2024-2026*

[1] An application has been made for approval of an enterprise agreement known as the *UNE Academic and English Language Teaching Staff Enterprise Agreement 2024-2026 (Agreement)*. The application was made pursuant to section 185 of the *Fair Work Act 2009 (Act)*. The Agreement is a single enterprise agreement.

[2] The Employer has provided written undertakings (*Undertakings*). A copy of the Undertakings is attached in Annexure A to this decision. I am satisfied that the effect of accepting the Undertakings is not likely to:

- (a) cause financial detriment to any employee covered by the Agreement; or
- (b) result in substantial changes to the Agreement.

[3] The views of each person who the Fair Work Commission knows is a bargaining representative for the Agreement have been sought in relation to the Undertakings.

[4] Pursuant to subsection 190(3) of the Act, I accept the Undertakings. The Undertakings are taken to be a term of the Agreement.

[5] Subject to the Undertakings, I am satisfied that each of the requirements of sections 186, 187, 188 and 190 of the Act as are relevant to this application for approval have been met.

[6] The Agreement is approved and, in accordance with section 54 of the Act, will operate from 7 March 2025. The nominal expiry date of the Agreement is 30 June 2026.

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



DEPUTY PRESIDENT

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Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.:
AG2024/5189

Applicant:
University of New England

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Professor Chris Moran, Vice Chancellor and Chief Executive Officer have the authority given to me by University of New England to give the following undertakings with respect to the *UNE Academic Staff Enterprise Agreement 2023 - 2026* ("the Agreement"):

1. A medically qualified full-time teaching and research academic employed in a full clinical department in a medical school and responsible for patient care at Level B will be paid at least the following rate of pay

Classification	Salary
Level B - Base	\$110,379.00
Level B - B+1	\$112,770.00
2. Employees engaged as Tutors or Instructors in the English Language Centre will be engaged for a minimum of two hours on each occasion.

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.


Signature

21-2-2025
Date

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.

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PART 1- COVERAGE AND TERM OF AGREEMENT

1. Coverage

- 1.1 This Agreement will be known as the UNE Academic and English Language Teaching Staff Enterprise Agreement 2024-2026 (**the Agreement**).
- 1.2 This Agreement covers:
- (a) the University of New England (**the University**);
 - (b) all employees who are employed in the classifications detailed in Schedules F, G and Part 4 of this Agreement (**Employees**); and
 - (c) the National Tertiary Education Union (**NTEU**) subject to section 201(2) of the *Fair Work Act 2009* (Cth) (**the Fair Work Act**) being met.

2. Duration of the Agreement

- 2.1 This Agreement will take effect 7 days after its approval by the Fair Work Commission (Commencement Date). The nominal expiry date of this Agreement is 30 June 2026.
- 2.2 The parties will use their best endeavours to meet no later than 3 months before the expiry of this Agreement to determine resourcing, schedule meetings and commence negotiations for a replacement agreement.

3. Operation of the Agreement

- 3.1 This Agreement rescinds and replaces the UNE Academic and ELC Teaching Staff Collective Agreement 2020-2022 and operates to the exclusion of any modern award or other industrial instrument.
- 3.2 This Agreement wholly displaces and operates to the exclusion of all Awards and all other agreements that would otherwise apply to Employees and will be read and interpreted in conjunction with the NES. Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of any inconsistency.
- 3.3 While the parties recognise that the application of this Agreement requires University policies and procedures to be followed, no legislation, University policy, rule, guidelines, procedure or process referred to in this Agreement, is incorporated as a term of or forms part of this Agreement.
- 3.4 During the nominal term of this Agreement there will be no extra claims in relation to matters covered by this Agreement.

4. Definitions

For the purposes of this Agreement, the following definitions apply:

Agreement means the UNE Academic and English Language Teaching Staff Enterprise Agreement 2020-2022.

Bullying means behaviour that demeans, humiliates or intimidates employees either as individuals or as a group, by: unwelcome and unreasonable behaviour that creates a hostile, uncomfortable or offensive work atmosphere; and/or the misuse of relative and/or assumed power, including unjustifiable differential treatment.

Campus means a physical location from which a course of study is being delivered. This location may or may not be owned by the University.

Casual employment is defined in clause 11.1.

Commencement Date means 7 days after its approval by the Fair Work Commission.

Confirmation Period is defined in clause 12.3(b).

Continuing employment is defined in clause 8.1.

Continuing Contingent employment is defined in clause 8.2.

Displaced Employee means an Employee whose position has been identified as surplus to requirements in an organisational change.

Early Career Academic is defined in clause 12.2 for the purpose of clause 12.

EDB means estimated date of birth, being the day certified by a medical practitioner to be the day on which the Employee or the Employee's partner, as the case may be, is expected to give birth to a child.

ELC means English Language Centre.

ELICOS means English Language Intensive Courses for Overseas Students.

Employee/s means the Employees referred to in clause 1.2(b) of this Agreement.

Executive Officer means any senior officer of the University, at the level of Director or above, who reports directly to the Vice-Chancellor, the Deputy Vice-Chancellor, the Deputy Vice-Chancellor Research, the COO or the CFO.

Fair Work Act means the Fair Work Act 2009 (Cth) as amended or replaced from time to time.

Fixed-Term employment is defined in clause 9.1.

FWC means the Fair Work Commission.

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

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

JCC means the Joint Consultative Committee established in accordance with clause 6.2. Mandatory

People and Culture includes any successor to that directorate.

Merit Selection is defined in the Staff Recruitment Rule.

NEAS means National ELICOS Accreditation Scheme.

NES means the National Employment Standards within the meaning of the Fair Work Act.

NTEU means the National Tertiary Education Industry Union.

Part-Time employment is defined in clause 8.3.

PPDR means Performance, Planning, Development and Review.

Probation Period is defined in clause 12.3.

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

Senior Executive Officer means any senior officer of the University, above the level of Director, who reports either directly to the Vice-Chancellor or directly to the Deputy Vice-Chancellor.

UNE and University mean the University of New England.

Union means the National Tertiary Education Industry Union.

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

5. Principles of the Agreement

5.1 This Agreement:

- (a) is designed to assist the University to achieve its strategic objectives;
- (b) outlines initiatives that will ensure the sustainability, ongoing growth and viability of the University as well as build a positive workplace culture with conditions of employment and remuneration consistent with the higher education sector;
- (c) values job security, provides work life balance and recognises performance at the organisational and individual level; and
- (d) aims to ensure that the University is able to adapt to change and improve effectiveness while providing a meaningful and fair work environment for Employees.

5.2 The University and its Employees are committed to the:

- (a) maintenance of a safe and healthy workplace and learning environment where all participants are treated with dignity and respect;
- (b) prevention and elimination of all forms of workplace Bullying and the University commits to providing staff with information and training about Bullying and the options for staff to deal with an allegation of Bullying, including by making a complaint in accordance with Clause 50Grievance Resolution. This commitment to prevent and eliminate Bullying is also supported by the Prevention of Harassment, Bullying and Discrimination Policy and related procedures;
- (c) prevention and elimination of all forms of discrimination under relevant anti-discrimination legislation, including discrimination on the basis of race, colour, sex, gender identity, intersex status, sexual preference, age, physical or mental disability, marital or relationship status, family responsibilities, pregnancy, religion, political opinion, trade union membership and activity, national extraction or social origin and will continue to work to help prevent and eliminate any such discrimination;
- (d) protection and promotion of intellectual freedom within the University where Employees are able to:
 - (i) participate in public debates relating to decision making processes and express opinions about issues and ideas related to their discipline area or areas of professional expertise and about higher education issues more generally;

- (ii) express opinions or comment outside their discipline or areas of professional expertise as long as they do so on their own behalf and do not claim to represent the University;
 - (iii) pursue critical and open academic inquiry and to freely discuss, publish and research;
 - (iv) express unpopular or controversial views which do not defame, harass, vilify or intimidate; and
 - (v) participate in professional and representative bodies, including Unions, and engage in community service without harassment, intimidation or unfair treatment.
- (e) recognition of the intellectual property and moral rights of the University and Employees as provided by common law, legislation and policy, including provision for appropriate sharing of proceeds (after costs) from the commercialisation of intellectual property between the creators of the intellectual property and the University;
- (f) observance of legislative obligations relating to employment conditions at the University and specifically the University is committed to the observance of legislative obligations relating to workplace surveillance and record-keeping legislation; and
- (g) the implementation of this Agreement.

6. Joint Consultative Committee

- 6.1 The University is committed to open discussion and direct consultation with Employees and Unions about workplace issues. It is recognised that there will be significant consultation during the period of the Agreement on matters involving implementation of this Agreement, operational and cultural change and matters affecting Employees generally or in a particular case. Such matters will be discussed in a spirit of cooperation and trust to ensure that Employees and the Unions have an opportunity to raise workplace issues, to receive all relevant information on issues that affect them, to have an opportunity to contribute their views on those issues and to have meaningful involvement in decision making.
- 6.2 A Joint Consultative Committee (**JCC**) will be established within 20 working days of the commencement of this Agreement for the purpose of implementing and monitoring this Agreement.
- 6.3 The JCC will be the forum through which UNE, its Employees and the Unions consult generally on matters affecting Employees including the development, variation or revocation of any employment related University policies. The JCC will meet a minimum of 6 times per year. Additional meetings can be convened at the request of any member. The JCC will meet during ordinary hours. Union representatives will be given time release from normal duties for this role. If after going through the consultation process the University does not agree to any suggestions for changes to draft policy provided by members of the JCC, the University will provide the reasons as to why suggestions were not incorporated into the new or amended policy. The Vice-Chancellor (VC) has final approval of all employment related policies.
- 6.4 The JCC will comprise:
 - (a) 3 NTEU members; and
 - (b) up to 4 University nominees.
- 6.5 Additional employees may attend by agreement of the JCC.
- 6.6 The Chair will rotate through the parties at each meeting. The University will call for agenda items and will distribute agendas, papers and action items at least 10 working days prior to each scheduled meeting.
- 6.7 The University will provide appropriate administrative support to the JCC.
- 6.8 In November of each year, the JCC will schedule the dates of its meetings for the following year.

PART 2 - WORKING ARRANGEMENTS

7. Terms and Categories of Employment

- 7.1 Upon employment, the University will provide to the Employee a contract of employment, including a position statement (other than for casual Employees), that stipulates the type of employment and informs the Employee of the terms of engagement. The contract will include:
- (a) for Employees, other than Casuals, the classification level and salary of the Employee (which will normally be at the first salary point of a classification unless a higher increment can be justified based on previous relevant full-time equivalent continuing or fixed-term employment), and the hours or the fraction of full-time hours to be worked;
 - (b) for a Fixed-Term Employee, the term of the employment;
 - (c) for Casual Employees, the duties required, the number of hours required, the rate of pay for each class of duty required and a statement that any additional duties will be paid for;
 - (d) for any Employee subject to probationary employment, the length and terms of the probation; and
 - (e) other main conditions of employment including the duties and reporting relationships to apply upon appointment.
- 7.2 The University will engage a person as an Employee on one of more of the types of employment in accordance with clauses 8 to 11.

8. Continuing Employment

Definitions

- 8.1 **Continuing employment** means all employment other than "fixed-term", or "casual". Continuing Employment may be full-time or part-time.
- 8.2 **Continuing Contingent** employment means Employment pursuant to clause 10.
- 8.3 **Part-Time employment** means employment for less than the normal weekly ordinary hours specified for a full-time Employee, for which all entitlements are paid on a pro-rata basis calculated by reference to the time worked.

9. Fixed-Term Employment

Definition

- 9.1 Fixed-Term employment may be Full-Time or Part-Time, and means employment for a specified term or ascertainable period, for which the instrument of engagement will specify the starting and finishing dates of that employment, (or in lieu of a finishing date, will specify the circumstance(s) or contingency relating to a specific task or project, upon the occurrence of which the term of the employment will expire). Other than for Research Only Academics, the University will engage an Employee on a Fixed-Term contract for a minimum of 19 weeks. During the term of employment, the staff member's employment is not terminable, by the University, other than for Serious Misconduct, Unsatisfactory Performance or within the probationary period (clause 12) of employment subject to the provisions of this Agreement. Nothing in this Agreement prevents the University from not requiring an Employee to attend for work where it pays the balance of a Fixed-Term contract.

Categories of Fixed-Term employment

- 9.2 The use of Fixed-Term employment will be limited to the employment of an Employee engaged on work activity that comes within the description of one or more of the following circumstances:
- (a) **Specific task or project** means:
 - (i) a definable work activity which has a starting time and which is expected to be completed within an anticipated timeframe; and/or
 - (ii) a period of employment provided for from an identifiable funding external to the University, not being funding that is part of an operating grant from government or funding comprised of payments of fees made by or on behalf of students.
 - (b) **Research** means work activity by a person engaged on research-only functions, which is provided for from an identifiable funding source external to the University, not being funding that is part of an operating grant from government or funding comprised of payments of fees made by or on behalf of students. An Employee engaged in accordance with this subclause (after the commencement of this Agreement) will automatically convert to Contingent Continuing Employment after 2 years.
 - (c) **Replacement Employee** means an Employee:
 - (i) undertaking work activity replacing a full-time or part-time Employee for a definable period for which the replaced Employee is either on authorised leave of absence (including study leave) or is temporarily seconded away from (or

performing work or duties other than) their usual work area or duties, or has reduced their fraction of employment for a definable period of time; or

(ii) performing the duties of:

(A) a vacant position pending a recruitment process; or

(B) a position the normal occupant of which is performing higher duties pending the outcome of recruitment action for that vacant higher duties position,

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

(d) **Early Career Academic Position (ECAP)** means positions designed to attract talented Early Career Academics from the University's own cohort of postgraduate students and casual academic Employees and from elsewhere where appropriate. Such an appointment would be for a period of 2 years. Eligibility to apply for ECAPs will be restricted to applicant Employees who have:

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

(ii) been active candidates in their final year and have made satisfactory progress toward completion of their PhD (or Professional Doctorate) during the preceding 2 years and performed regular casual teaching/research work for at least 5 years.

(e) **Recent professional practice required** is where a curriculum in professional or vocational education requires that work be undertaken by a person to be engaged who has recent practical, industry or commercial experience, such a person may be engaged on a Fixed-Term contract. For the purpose of this paragraph, practical, industry or commercial practice will be considered as recent only when it has occurred in the previous 2 years.

(f) **Pre-retirement contract** is where a Full-Time or a Part-time Employee declares that it is their intention to retire, a Fixed-term contract expiring on or around the relevant retirement date may be mutually agreed as the appropriate type of employment for a period of up to 5 years.

(g) **Fixed-term contract employment subsidiary to studentship** is where a person is enrolled as a student, employment under a Fixed-term contract may be adopted as the appropriate type of employment for work activity, not within the description of another circumstance in the preceding paragraphs of this sub clause, that is work generally

related to a degree course that the student is undertaking within the academic unit, provided that:

- (i) such Fixed-Term contract employment expires at the end of, the academic year in which the person ceases to be a student, including any period that the person is not enrolled as a student but is still completing postgraduate work or is awaiting results; and
- (ii) that an offer of Fixed-Term employment under this paragraph will not be made on the condition that the person offered the employment undertake the studentship.

Further Employment

- 9.3 The University will discuss, and the supervisor will advise fixed-term Employees about the impending agreed end of their employment, and this will normally be no later than 4 weeks before the end of their contract.
- 9.4 Where the University has decided to continue the position of a current Fixed-Term Employee with the same or similar duties and at the same classification level, the incumbent Employee will be offered a further contract, subject to having been employed in the relevant position through Merit Selection process and has performed satisfactorily in that position. Where an Employee refuses the offer of further employment, there will be no entitlement to severance pay.

Conversion to Continuing Employment

- 9.5 The University will not take any action to avoid an obligation under this clause.
- 9.6 A Fixed-Term Employee may apply for conversion to Continuing employment in their position provided the following criteria are met:
 - (a) the Employee was previously subject to Merit Selection for an advertised position; or
 - (b) either:
 - (i) the Employee is on a second or subsequent contract and has served a minimum period of 12 months; or
 - (ii) the Employee has been engaged for a minimum period of 18 months; andthe Employee has performed satisfactorily in that position.

- 9.7 The University will not be required to offer conversion where it can demonstrate that there is no ongoing requirement for the duties that have been undertaken in that position nor in a substantially similar position.
- 9.8 If the University declines conversion in accordance with clause 10, it may at its discretion offer an appointment to Continuing Contingent Employment.
- 9.9 The University will determine the application within 20 working days of the application being made, and write to the Employee confirming the conversion to Continuing employment, or demonstrating the duties are no longer required in accordance with this clause.

Severance Pay

- 9.10 Where a Fixed-Term Employee employed on a contract for a Specific Task or Project, Research, ELC Teachers Continuing Contingent, (within the meaning of clause 9.2) seeks to continue their employment, but whose contract of employment is not renewed in the following circumstances:
- (a) the Employee is employed on a second or subsequent Fixed-Term contract with the same or substantially similar duties and classification and those duties are no longer required by the University; or
 - (b) the Employee is employed on a Fixed-Term contract and the duties of the kind performed in relation to work continue to be required but another person has been appointed, or is to be appointed, to the same or substantially similar position,

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

Period of continuous service	Severance Pay
Up to the completion of 2 years	4 weeks' pay
Over 2 years and up to the completion of 3 years	6 weeks' pay
Over 3 years and up to the completion of 4 years	7 weeks' pay
Over 4 years	8 weeks' pay

- 9.11 Where an Employee refuses an offer of further employment, there will be no entitlement to severance pay in clause 9.10.
- 9.12 Where the University informs an Employee in writing that further employment will be offered within 6 weeks of the expiry of a period of Fixed-Term employment, then the University may defer payment of severance benefits until the end of the further employment.

- 9.13 Where an Employee receives a severance payment and is offered a subsequent contract within 6 weeks of the end of the initial contract for which severance was paid, the period of continuous service commences from the first day of the subsequent contract.

10. Continuing Contingent Funded Employment

- 10.1 The University may appoint Employees to Continuing (Contingent Funded) positions and may convert existing Fixed Term Employees to Continuing (Contingent Funded) positions in accordance with this clause, as an alternative to appointing Employees to Fixed Term positions in accordance with clause 9.
- 10.2 **“Contingent Funding”** is limited-term funding provided from an external source or combination of such sources, but not funding that is part of an operating grant from government or funding comprised of payments of fees made by or on behalf of students.
- 10.3 The University may offer an existing Fixed Term Employee or prospective Employee Continuing (Contingent Funded) employment where their position is funded by Contingent Funding.
- 10.4 An Employee may apply for the University to convert their Fixed Term position to a Continuing (Contingent Funded) position where the position is funded by Contingent Funding
- 10.5 The following provisions do not apply to staff on Continuing (Contingent Funded) employment:
- (a) Notice, redundancy, redundancy review and any other provisions of clauses 40 and 48 that apply to staff employed on a continuing contract of employment;
 - (b) The provisions of clause 50 (grievances) to the extent the grievance relates to any matter arising out of the operation of this clause.
- 10.6 Where the funding that supports a staff member’s Continuing (Contingent Funded) employment ceases:
- (a) The University may transfer the staff member to another equivalent position.
 - (b) If a transfer opportunity does not exist, the staff member will be provided with a minimum of four weeks’ notice of termination, or five weeks if the staff member is over 45 years of age, which the University may pay out in lieu of notice.
 - (c) If, during the notice period, the contingent funding for the position is renewed, the notice period ceases to apply and employment continues.
 - (d) If an application for renewal of the funding is still pending, then by mutual agreement the period of employment for the position funded may continue for any period of up to 12 weeks to facilitate continuity of service. If the funding for the position is renewed, the Employee’s employment will continue and there will be no entitlement to any severance payment or payment in lieu of notice.

- (e) At the end of the notice period (the employment relationship will cease and payment in accordance with clause 9.10 of the Agreement (Severance) will be paid to the Employee.
- 10.7 It is not the intention of this clause that the conditions of employment of a staff member be worse than had they been employed on a fixed-term position subject to contingent funding. Accordingly, the University will not terminate the employment of a staff member on Continuing (Contingent Funded) employment unless:
- (a) the contingent funding that supports the position ceases or is insufficient; or
 - (b) the inherent nature of the work required has changed significantly and the skills and experience of the staff member will not enable them to complete the requirements of the position; or
 - (c) termination is under the probation, performance management, or disciplinary provisions of this Agreement.
- 10.8 Severance payments will not be made where the staff member:
- (a) declines an offer of further employment or redeployment where funding for his/her position ceases; or
 - (b) resigns.

11. Casual Employment

General

- 11.1 **Casual Employment** means a person engaged either by the hour and paid on an hourly basis; or by the session and paid a rate that includes a specified amount of delivery time and a specified amount of preparation time in accordance with Schedule B. In both cases, the rates include a 25% loading related to benefits for which a casual employee is not eligible, including forms of paid leave, loadings, paid public holidays, notice of termination and redundancy/severance benefits. Casual employees are entitled to paid long service leave (at Clause 30.3), unpaid personal and family leave (at Clause 31.18) and unpaid parental leave in this agreement (at Clause 32.5), any paid parental leave the employee may be eligible for under legislation and any recognition of service provisions in the Fair Work Act 2009.
- 11.2 Casual Employees will be paid for all hours worked as directed by their supervisor, including marking. A Casual Employee will be engaged and paid for at least 2 hours of work on each occasion they are required to attend work by the University, inclusive of any incorporated time and payment for preparation or associated working time provided for in Schedule B.
- 11.3 Supervisors will encourage relevant casual staff to attend appropriate meetings of their work units. Attendance at all relevant meetings will be remunerated in accordance with the casual rates provided for Other Required Academic Activity.
- 11.4 Casual academics:
- (a) will not be responsible for the employment or supervision (in terms of performance management or discipline) of other staff; and
 - (b) should not have primary responsibility for the development of teaching and learning materials.
- 11.5 Nothing in this Agreement prevents an Employee engaging in additional work as a Casual Employee at the University in work unrelated to, or identifiably separate from, the Employee's normal duties and hours of work, provided that prior approval is obtained from the casual Employee's existing supervisor. Approval will not be unreasonably withheld. The provisions of this Agreement to not work excessive hours should also be considered by Employees and supervisors if engaging in additional casual work.
- 11.6 The University and the NTEU recognise that casual employment is not an appropriate employment mode in all circumstances and is not a substitute for fixed term or continuing employment. The University does not intend to use casual employment in circumstances which require significant numbers of hours per week for the conduct of long term regular and systematic work.

Professional development

- 11.7 Casual Employees who are engaged and perform work over a period of 13 weeks or more across a 12-month period will have access to up to 7 hours per annum of paid time at their standard hourly rate for the purpose of professional development to assist the Casual Employee to undertake the tasks they are performing at the University. To gain access to the professional development the Casual Employee will need to request and obtain approval from their supervisor. In requesting approval the Casual Employee will need to identify how the professional development will support them in their current role at the University. A Casual Employee on multiple simultaneous engagements can only claim payment for professional development once in every 12-month period.

Other casual employee entitlements

- 11.8 Casual Employees who obtain Continuing employment with the University immediately after a Casual appointment (that is within 4 weeks of the last paid casual service, excluding casual appointments solely to perform marking) at the same academic level as their casual work will be appointed at no less than the relevant increment step immediately prior to appointment, as long as they have performed 12 months paid service at that particular incremental step.
- 11.9 Casual Employees will, as appropriate and necessary, be provided with access to the following resources and facilities a telephone, computer, an email account, a work desk and a library card.
- 11.10 Casual Employees will be eligible to apply for internally advertised University positions.
- 11.11 Where the University has a new or vacant position at classification Levels A or Band there are existing Casual Employees at those level/s within the School, advertising of the position will be limited in the first instance. Such positions will be advertised as an expression of interest, open only to Employees who have been employed casually within the previous 12-month period. Normal Merit Selection processes will apply and a successful candidate must meet all of the advertised essential selection criteria. Where an appointment is not made following this process, the position may then be advertised more broadly.
- 11.12 Notwithstanding the above, where it can be demonstrated that an eligible candidate is not available within the School, the external advertising of a new or vacant position may occur immediately.

Casual Employee Induction

- 11.13 All Casual Employees will be paid up to 3 hours at the Other Required Academic Activity rate for the purpose of completing induction to the University. A Casual Employee will be expected to complete re-induction once in every two-year period and will receive payment for this time subject to demonstrating that induction has been completed.

11.14 Where the University directs a Casual Employee to undertake further mandatory training required to perform the role in addition to the induction in clause 11.13, the Employee will be paid at the Other Required Academic Activity rate.

11.15 A Casual Employee on multiple simultaneous engagements will only be paid for a single induction once in every two-year period.

Decasualising Academic Employment

11.16 The University and NTEU share aspirations to:

- (a) enhance access to more secure employment and career pathways for casual academic staff; and
- (b) reduce the University's reliance on the work of casual academic staff.

Transitioning Casual Work to Ongoing Work

11.17 The University will create 14 Full Time Equivalent (FTE) new ongoing academic positions, at least 4 in each faculty, by 30 June 2026 as follows:

- (a) 6 positions by no later than 30 June 2025; and
- (b) 14 positions by no later than 30 June 2026.

11.18 In addition to subclause 11.17, a maximum of a further 12 FTE new ongoing academic positions may be created. A position will be created under this clause where, within the relevant organisational unit (e.g. discipline, department, cluster), there is a pattern of excess casual academic teaching and teaching related hours being performed, such hours being 1,035 hours per annum or more over six trimesters. Excess hours can include casual academic teaching and teaching related hours performed in 2023. The University will not take any action, or refrain from acting, to avoid any obligation under this clause.

11.19 As regards subclause 11.18, the University will not be required to create a position where it demonstrates that there is no reasonable future need for ongoing academic teaching work.

11.20 Positions appointed in accordance with this clause will be offered as ongoing employment at 1.0 FTE. A lesser fraction may be approved if an appointee requests it and provided such fraction is not less than 0.4FTE.

11.21 Appointment to positions in accordance with this clause (other than those created by conversion in accordance with subclause 11.31 below) will be on merit. Applicants must:

- (a) have been awarded or have submitted a PhD in the discipline they are seeking to be employed in (other than in circumstances where a PhD is not normally required for appointment, in which case they will be required to demonstrate an equivalent combination of qualifications and experience that demonstrates suitability to undertake the duties of the position); and
 - (b) have casual teaching experience in the discipline they are seeking to be employed in totalling at least two teaching sessions in an Australian higher education institution in the previous two years; and
 - (c) not have held an ongoing academic position in a university in the previous three years.
- 11.22 Notwithstanding clause 11.20, the University may, at its discretion, accept an application from an applicant who does not satisfy the requirements due to parental leave or other personal reasons, or who is not a recent PhD graduate and has insufficient experience, if they otherwise satisfy the requirements and are suitably qualified to perform the position for which they have applied.
- 11.23 To ensure equitable opportunities for existing casual academic staff, all roles in accordance with clause 11.17 (other than those created by conversion in accordance with subclause 11.34 below) will:
- (a) be internally advertised at first instance; and
 - (b) ensure internal advertisements remain open for at least 10 business days; and
 - (c) ensure selection panels assess internal applicants and interview potentially suitable candidates; and
 - (d) appoint qualified suitable internal applicants.
- 11.24 Where no internal applicant is suitable to be appointed to the position, the University may advertise roles created in accordance with clause 11.17 externally.
- 11.25 Where no applicant is suitable to be appointed to a position following external advertising who satisfy the criteria, the University may appoint applicants who otherwise demonstrate they meet the requirements of the position.
- 11.26 To assess academic suitability, a person who is appointed to a position created in accordance with clause 11.17 may be subject to a probationary period under clause 12.
- 11.27 Employees appointed to positions created in accordance with clause 11.17 will:

- (a) incrementally progress; and
 - (b) be entitled to apply for and be promoted in accordance with the Agreement and university policy.
- 11.28 Each academic position appointed to positions created in accordance with clause 11.17 will primarily perform teaching work that was previously performed by casual staff.
- 11.29 The University will report annually to the Joint Consultative Committee on:
- (a) the total number of full time equivalent positions (and headcount) established and appointed to positions created in accordance with clauses 11.17 and 11.18 in the previous 12 months, the disciplines in which they were established and their workload role type;
 - (b) the total number of full time equivalent positions (and headcount) appointed to positions created in accordance with clauses 11.17 and 11.18, the disciplines in which they were established and the workload role type; and
 - (c) the FTE number variation in the volume of academic casual work performed over the previous 12 months and over the life of the Agreement.

Conversion to Continuing Employment

- 11.30 An Employee must not be engaged and re-engaged nor have their hours reduced in order to avoid any obligation under any conversion provisions of this Agreement.
- 11.31 Upon appointment, the University will advise a casual Employee in writing that, after serving qualifying periods, they may have a right to apply for conversion.
- 11.32 The University will take reasonable steps to inform casual Employees of the conversion provisions of this Agreement every six (6) months from the date of this Agreement taking effect.
- 11.33 The University acknowledges its obligations under the National Employment Standards (NES) in respect of casual conversion for eligible Employees; and the rights of Employees to request casual conversion in accordance with the NES.
- 11.34 To be eligible to apply for conversion under this Agreement, a Casual Employee 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:
- (a) over the immediately preceding 12 months, provided the average weekly hours worked during the period equal at least 0.3FTE fraction; or

- (b) over the immediately preceding period of at least 24 months.
- 11.35 For the purposes of these provisions, occasional and short-term work performed by a casual employee in another classification, job or department will not:
- (a) affect an employee's eligibility for conversion; or
 - (b) be included in determining whether an Employee meets or does not meet the eligibility requirements.
- 11.36 The University will not unreasonably refuse an application for conversion. However, it may refuse an application on reasonable grounds, which will be limited to the following:
- (a) the employee is a student, or has recently been a student, other than where their status as a student is irrelevant to their engagement and the work required;
 - (b) the employee is a genuine retiree;
 - (c) the employee is performing work which will either cease to be required or will be performed by another employee within 26 weeks (from the date of application);
 - (d) the employee has primary employment with the University or another employer;
 - (e) the employee does not meet the essential requirements of the position; or
 - (f) the work is ad hoc, intermittent, unpredictable or involves hours that are irregular.

Outcome of Application

- 11.37 An Employee will be notified in writing if their application has been approved or refused within 6 weeks of the application being submitted to People and Culture. If there is any delay in the decision-making process, the employee will be notified and advised of the anticipated date of the decision.
- 11.38 Where an application for conversion is approved the employee will be provided with a new employment contract for a continuing or fixed term appointment.
- 11.39 Where an application for conversion is refused, the notification will include the reasons for refusal.
- 11.40 Regular and systematic service that is the basis for conversion will count as service for the purpose of calculating any entitlements relating to paid parental leave, notice of termination and separation payments.

11.41 Employees converted under this clause will not have their casual service count as service for the purpose of calculating entitlements except for:

- (a) long service leave; and
- (b) parental leave; and
- (c) in accordance with the Fair Work Act 2009 (Cth).

12. Probation

- 12.1 The University is committed to ensuring due process with respect to all decisions made on the continuation or otherwise of the employment of a probationary employee. To fulfil that commitment, a probationary employee will be advised of and afforded the opportunity to submit a written response to any adverse statements, findings or recommendations contained in a probationary report before a decision is reached to which those findings and material may be relevant.
- 12.2 An Early Career Academic means an Employee appointed to a Level A or Level B position who has had less than 5 years' regular Continuing and/or Fixed-Term academic employment relevant to the duties of the position.
- 12.3 Academic Employees (other than Casuals) will be subject to a Probation Period, comprising:
- (a) a Standard Probation Period of 12 months and
 - (b) a Confirmation Period of up to a further 24 months, part or all of which will be waived by the relevant Executive Dean on application by the Employee, supported by the Employee's supervisor where the Employee is performing at a more than satisfactory level. An Employee may elect to remain on their Confirmation Period notwithstanding a waiver by their supervisor.
- 12.4 Nothing in this clause limits the University from agreeing to a lesser, or the full waiving of, the Probationary Period.
- 12.5 Any second or subsequent Fixed-Term contract to the same or similar position will not contain a Probation Period.
- 12.6 During a Probation Period an Employee will be required to demonstrate that they have satisfactorily performed the duties and responsibilities as determined in their position description and the Academic Employee Classification Standards. During the Probation Period an Early Career Academic Employee will not be expected to perform at the same standard as an experienced academic Employee and performance expectations will take this into account.
- 12.7 During the Probation Period, the Unsatisfactory Performance procedures as provided in clauses 45 do not apply. During this time the supervisor will provide regular feedback and hold review meetings to discuss progress and identify and address any performance concerns.
- 12.8 During the Probation Period, a formal appraisal of performance will be provided to the Employee by the supervisor within 4 weeks of the expiry of the first 6 months of employment. The supervisor must inform the Employee in writing of any deficiencies in performance that may impact the continuation of the Employee's employment related to performance or capacity to do

the job. The Employee will be given reasonable opportunity to respond to the matters raised and will be given reasonable opportunity and appropriate support to improve their performance.

- 12.9 If, following the steps above, the University forms the view that the appointment may be terminated during a Standard Probation Period, the University will, no later than 4 weeks prior to the expiration of the Standard Probation Period, advise the Employee in writing that the employment may be terminated. An Employee will be advised of, and given an opportunity to respond, and any response will be considered by the University prior to making a determination.
- 12.10 If the University determines to terminate the employment of the Employee during a Standard Probation Period, the University will provide 2 weeks' notice or 2 weeks' pay in lieu of such notice.
- 12.11 Notwithstanding clause 12.7 above, clause 45 of the Agreement will apply to an Employee during their Confirmation Period, if the Employee's employment commenced prior to the commencement of this Agreement

13. Aboriginal and Torres Strait Islander Employment

General

- 13.1 The University is one of the largest employers in the region, employing 1339 (1226.2 FTE) staff as at 1 June 2024, excluding casual staff. As such the University can play a major role in Aboriginal and Torres Strait Islanders employment in the area. The University is committed to encouraging, fostering and realising Aboriginal and Torres Strait Islander employment and having an active role in implementing the aims of the National Indigenous Higher Education Workforce Strategy. During the life of this agreement the University will implement an Aboriginal and Torres Strait Islander Employment Strategy, with the aims of the strategy being to increase the number and dispersion of Aboriginal and Torres Strait Islander staff within the University to working age population parity.
- 13.2 During the life of this agreement the University will implement an Aboriginal and Torres Strait Islander Employment Strategy, with the aims of the strategy being to increase the number and dispersion of Aboriginal and Torres Strait Islander staff within the University to working age population parity. The University will, over the life of this Agreement, use its best endeavours to increase Aboriginal and Torres Strait Islander representation in employment throughout the University to 43 FTE, excluding casual staff.
- 13.3 The University will report on the numbers of Aboriginal and Torres Strait Islander staff, the number of full-time equivalent positions they occupy, the numbers of how many are professional staff and academic staff, gender, and its efforts to achieve this target at each meeting of the JCC.
- 13.4 In addition to the employment strategy, the University will continue to:
- (a) recognise Aboriginal and Torres Strait Islander cultural practices and identity;
 - (b) ensure policies and procedures support the elimination of racism in the workplace, and make the institution culturally responsive and responsible;
 - (c) provide staff development, training and mentoring of Aboriginal and Torres Strait Islander Employees;
 - (d) provide for training on the implementation of employment strategies and cultural diversity programs for managers and staff;
 - (e) provide Aboriginal and Torres Strait Islander Fixed-term Employees displaced in connection with organisational change with support to seek alternative employment opportunities within the University;

- (f) recognise additional cultural load undertaken by Aboriginal and Torres Strait Islander Employees on behalf of the University and ensure that where the University calls staff on to perform cultural duties these in workload allocation, noting that no Aboriginal or Torres Strait Islander Employee is obliged to perform such duties; and
- (g) maintain effective links with relevant Aboriginal and Torres Strait Islander communities and agencies.

Consultation

- 13.5 The Committee established to oversee the implementation of the Aboriginal and Torres Strait Islander Employment Strategy will include Union (NTEU & Community and Public Sector Union) representation.

Selection Committees

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

Indigenous Language Allowance

- 13.7 An Employee who is required to substantially use an indigenous language in the course of their employment (with a recognized proficiency in any one of the Aboriginal or Torres Strait languages) will be paid an allowance as set out in Schedule D.

Cultural and Ceremonial Leave

- 13.8 The University recognizes the importance of cultural and ceremonial activities, such as NAIDOC week for Aboriginal and Torres Strait Islander Employees and supports their participation in such activities.
- 13.9 Aboriginal and Torres Strait Islander Employees will receive an additional 10 days of paid cultural and ceremonial leave per calendar year to participate in recognized Aboriginal and Torres Strait Islander activities of a cultural or ceremonial nature.
- 13.10 Leave under this clause will be non-cumulative.

14. Family and Flexible Working Arrangements

- 14.1 The University is committed to work strategies to assist Employees to balance work and family/life responsibilities. Flexible working arrangements may be entered into in order to

accommodate the work requirements of the University and family and work life commitments of Employees where there is mutual consent. Supervisors will reasonably consider requests for these arrangements in line with this commitment.

14.2 Short term flexible arrangements normally for periods of less than 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 programs to avoid unplanned roster changes or the need to work late.

14.3 Longer term flexible working arrangements, where authorized, include provisions such as:

- (a) flexible hours;
- (b) Part-Time employment;
- (c) special arrangements (including leave), e.g. for non-custodial parents and for those with elder care responsibilities;
- (d) return to work following parental leave;
- (e) addressing the specific needs of nursing mothers and new parents;
- (f) balancing work and life.

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

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

15. Academic Workload

Application

15.1 The provisions of this clause apply to all Continuing and Fixed-Term Employees.

Workload Allocation

15.2 The Academic Workload Model (**AWM**) will:

- (a) be consistent with a workload model that reflects the time taken to complete the work;
- (b) be calculated using an hours-based model of annual hours of work of 1710 hours for a full-time academic based on 37.5 hours a week (pro rata for part-time Employees);
- (c) take into account all components of academic work, including teaching, research, scholarship, and service as defined in Schedule E; and the Employee's academic work role (clause 15.13);
- (d) enable the allocation of work by way of a transparent, equitable and fair allocation process that provides for consultation with the academic employee;
- (e) enable workload and output monitoring;
- (f) support the University's commitment to health and safety of academic employees and consider individual circumstances such as family responsibilities.

Academic Workload Committee (AWC) and the AWM

Implementation

15.3 The University will maintain the establishment of an Academic Workload Committee (**AWC**).

15.4 The hours-based AWM approved on 26 May 2024 may be varied only in accordance with this Agreement.

15.5 The AWM provides time-based allocations for specific academic tasks which apply to all such work performed at the University. All academic staff will be allocated their workload in accordance with the AWM to commence from the beginning of Trimester 1, 2025.

15.6 The AWC will have oversight of the AWM. and will have the following functions:

- (a) monitoring implementation of the AWM;
 - (b) making representations to Deans and the Vice-Chancellor in respect of matters relating to the AWM;
 - (c) reviewing, considering and advising on any alterations to the AWM, including alterations suggested at the initiative of the AWC;
 - (d) making inquiries to inform itself in respect of any of its other functions.
- 15.7 No variation to the AWM as a whole, or variations for specific disciplines or faculties, will be made without being reviewed and considered by the AWC. After consideration by the AWC, the Vice-Chancellor may determine any variations to the AWM.
- 15.8 All proposed amendments to the AWM require consultation with affected Continuing and Fixed-Term Academic Employees. All proposed amendments to the AWM with effect within a specific discipline or faculty will require consultation with Continuing and Fixed Term Academic Employees within that work unit.
- 15.9 A proposed amendment to the AWM will not commence until:
- (a) the University has sought endorsement of the amendment by the affected Continuing and Fixed-Term Academic Employees; and
 - (b) the amendment is endorsed by a majority of those who participate.
- 15.10 A proposed amendment to the AWM with effect within a specific discipline or faculty will not commence until:
- (a) the University has sought endorsement of the amendment by the affected Continuing and Fixed-Term Academic Employees within the discipline or faculty; and
 - (b) the amendment is endorsed by a majority of those who participate.
- 15.11 In considering variations to the AWM, the AWC will consider and measure the following relevant factors, including but not limited to:
- (a) modes of delivery, including, for example, face-to-face teaching, on-line learning and blended learning;
 - (b) the level of courses taught;

- (c) preparation for teaching, curriculum development and the development of course materials;
- (d) the number of students taught for the time required for assessment, marking and student consultation;
- (e) supervision and mentoring of staff and students;
- (f) research, scholarship, creative achievement;
- (g) field work supervision;
- (h) service to the University; and
- (i) service to the community related to the academic's area of expertise.

15.12 The AWC will be comprised of:

- (a) Two University management representatives (one to be the chair);
- (b) Three academic Employees nominated by the NTEU (one per Faculty);
- (c) Three elected academic Employees (one elected from each Faculty);
- (d) Three academic Employees appointed by the Vice-Chancellor (one per Faculty).

Academic Workload Roles

15.13 Each academic Employee will have an academic workload role that informs the basis of their individual workload allocation.

15.14 There will be three designated academic workload roles: teaching focused, balanced and research focused.

15.15 These roles will have proportions or ranges of the total 1710 hours allocated to the components of the Workload Role, as follows unless otherwise agreed:

Workload Role	Teaching and teaching-related activities %	Research, creative achievement, scholarship of teaching and learning and/or professional activity %	Service and administration %
Balanced Role	40% An Employee may agree to a teaching allocation of more than 40%, provided that it is for a fixed period of up to 3 years and there is genuine agreement.	40% An Employee may agree to a research allocation of more than 40%, provided that it is for a fixed period of up to 3 years and there is genuine agreement.	20% Service and administration allocation may be increased above 20% for Employees with significant service or administration roles.
Teaching Focused Role	50-70%	0-30%	10-30%
Research Focused Role	0-30% There is no requirement for Employees in this category to have a teaching allocation.	70%-100%	10-30%

- 15.16 The University will ensure the balanced role being the predominant type of academic workload role over the life of the Agreement.
- 15.17 Existing Employees employed at the commencement of this Agreement will have an academic workload role consistent with their existing role, unless by genuine agreement.
- 15.18 Teaching allocations can be averaged over a 2-year period with the genuine agreement of the Employee. Averaged allocations will be reviewed and documented annually.
- 15.19 Balanced academics will not be required to teach for more than two out of three trimesters per Academic Year, unless by genuine agreement.
- 15.20 Teaching Focused academics will not be required to teach for more than five out of six trimesters over two consecutive Academic Years, unless by genuine agreement.
- 15.21 In allocating workload, consideration will be given to annual leave planning in accordance with PPDR discussion

15.22 Employees in each academic role will be eligible for promotion and special studies program within specified eligibility requirements as set out in University policy and procedures.

Allocating Individual Workload

15.23 In accordance with this clause, the Dean of each Faculty or delegate will be responsible for:

- (a) implementation of the AWM; and
- (b) on an annual basis allocating workloads for each Academic Employee within their Faculty.

15.24 The percentage allocation to each component of the Workload Role:

- (a) will be in accordance with an Employee's appointed role unless otherwise agreed with the Employee; and
- (b) may be fixed for a period of up to five years by genuine agreement.

15.25 Academic Employees' workloads will normally be finalised six (6) weeks prior to the commencement of the academic year.

15.26 In allocating individual workload:

- (a) Unless by genuine agreement between the Employee and supervisor, no Employee will be required to teach outside the hours of 8am to 6pm, Monday to Friday, with the exception of intensive teaching periods.
- (b) An Employee will only teach on weekends or public holidays where there is mutual agreement. Such agreements may include arrangements to take time-off-in-lieu.
- (c) No Employee will be required to teach overseas unless stated in the Employee's contract of employment or with the genuine agreement of the Employee.

15.27 In addition, the Faculty Dean or delegate will take into account the following factors in making an allocation of work to an Employee:

- (a) the Workload Role of the Employee (that is, whether they hold a Balanced Role, a Teaching-Focused Role or a Research-Focused Role);
- (b) the Employee's research plan, service responsibilities and professional development objectives for the coming year as agreed during PPDR discussions;

- (c) The Employee's previous allocation in each component of their role;
- (d) The Employee's career objectives, in particular their objectives for the next year;
- (e) the total number of teaching hours worked without a break;
- (f) the need to avoid unreasonable intensification of workloads through allocation of excessive volume of tasks at particular points during the year;
- (g) the need to ensure a variety of tasks rather than an excessive focus on a particular kind of task;
- (h) any reasonable accommodation for disability;
- (i) any pro rata reduction of hours across all components of academic work to accommodate periods taken as long service leave, leave for special studies program and any significant unplanned leave (e.g. sick leave);
- (j) any approved annual leave, including approved annual leave in a 4-week block; and
- (k) the Employee's family needs and responsibilities.

Changing Academic Roles

15.28 An Employee may request to transition:

- (a) to a Teaching Focused Workload Role at any time; or
- (b) otherwise, between Academic Workload Roles after 3 years within the role.

15.29 Where an Employee requests to transition from a Teaching Focused role to a Balanced role or Research Focused role, they must:

- (a) submit and have approved by their immediate supervisor, Head of School and the relevant Dean a research plan with measurable research performance targets; and
- (b) be satisfactorily performing in their current academic role.

In relation to clause 15.29(a) approval will not be unreasonably withheld.

- 15.30 Requests to transition from a Teaching Focused role are approved by the Dean of the relevant faculty and will be subject to the research priorities, resources and operational needs of the Faculty.

Review of Individual Workload Allocation

- 15.31 If an individual academic Employee has a concern that their workload allocation is excessive or unreasonable, they may raise and have considered by the Head of School or delegate, issues related to their academic work allocation having regard to the AWM, their Academic Role and factors in clause 15.27.
- 15.32 If, after five (5) working days, the matter remains unresolved, an Employee may request that the Faculty Dean review their workload allocation. Such requests should be made in writing, and the Faculty Dean or delegate will complete the review and provide a response to the Employee within ten (10) working days of receiving the written request for review.
- 15.33 If the Employee is not satisfied with the outcome of the review, they may invoke clause 51, Dispute Resolution Procedures.

16. Primary and Alternative Work Location

- 16.1 All Employees, including casual Employees, will have their primary work location specified:
- (a) for Employees employed following commencement of the Agreement – in their letter of offer of employment;
 - (b) for Employees employed prior to commencement of the Agreement – if requested, in a written confirmation.
- 16.2 The primary place of employment will be a Campus of the University.
- 16.3 An Employee directed to work at a place other than their primary work location will be either:
- (a) provided transportation to and from that place at the University's expense; or
 - (b) reimbursed for reasonable travel expenses in accordance with University policy; or
 - (c) where travelling by way of private vehicle approved in accordance with University policy, be paid the relevant mileage rate as applicable under that policy.
- 16.4 Where an Employee is directed to work at a place other than their primary work location, any time in addition to the Employee's usual travel time to their primary work location will be considered time worked.
- 16.5 Where an employee's Primary Work Location changes during their employment, this will be confirmed in writing.
- 16.6 The University will pay reasonable costs of removal of personal effects consistent with University policy where:
- (a) An employee voluntarily applies for and is appointed to a position which entails a change to their current primary place of employment outside of Armidale;
 - (b) The University proposes a permanent change to an employee's primary work location, it will do so in accordance with the major change provisions of Clause **Error! Reference source not found.** As a mitigation against job loss the affected employee agrees to this change of location. For the avoidance of doubt, if during an organisational change an employee does not agree to a change in location as a mitigation against job loss, the provisions of Clause **Error! Reference source not found.** Consultation on Organisational Change apply.

16.7 Principles of availability

It is acknowledged that from time-to-time employees will undertake a range of duties that either necessitate or benefit from absences from campus. Academic Employees will be reasonably available for interaction and consultation with students and colleagues and will attend scheduled meetings at the University. Consistent with clause 16.1 above, academic Employees will advise their supervisor of their general activities and approval for any extended absences from campus, and be contactable during these times.

Applying for an alternative work location arrangement

- 16.8 For the purposes of this clause, an Alternative Work Location is a location other than the Employee's primary place of work specified in accordance with clause 16.1 above.
- 16.9 Subject to subclause 16.12 and 16.13 ongoing and fixed term Employees will be entitled to apply for and be approved to work at an Alternative Work Location for up to 2 days per week. Approval of more than 2 days will be at the University's discretion. A part-time Employee's entitlement will be calculated on a pro rata basis.
- 16.10 An Employee who wishes to apply for an Alternative Work Location arrangement must make a written application to their Supervisor setting out the nature of the proposed arrangement, including:
- (a) the proposed duration of the arrangement;
 - (b) The times and days of the proposed Alternative Work Location arrangement;
 - (c) The expected or usual Alternative Work Location; and
 - (d) The reasons for requesting the Alternative Work Location arrangement.
- 16.11 A Supervisor must advise the Employee of the outcome of their application in writing within 10 working days and provide reasons if the request is declined.
- 16.12 A Supervisor may approve an application to work from an Alternative Work Location where reasonable operational grounds allow that to occur. Reasonable operational grounds which may prevent approval include:
- (a) An inability for any of the Employee's work to be performed remotely, for example where necessary equipment is required to be located (or necessary tasks are required to be performed) at the Employee's primary work location;

- (b) An inability for the Employee's work to be adequately supervised while being performed at the Alternative Work Location;
 - (c) Work health and safety considerations; or
 - (d) Performance concerns that make working from an Alternative Work Location undesirable.
- 16.13 In determining a request to work from an Alternative Work Location, a Supervisor must consider at least:
- (a) the nature of the Employee's role;
 - (b) appropriate and effective communication with office-based Employees;
 - (c) the need to ensure adequate interaction with colleagues;
 - (d) the operational requirements of the work unit including hours of work, scheduling of work, and the possibility of rotation of alternative working arrangements within teams;
 - (e) privacy and security; and
 - (f) health and safety.
- 16.14 A Supervisor will use their best endeavours to accommodate any reasonable request by an Employee to work from an Alternative Work Location.
- 16.15 An Alternative Work Location arrangement will be reviewed:
- (a) 3 months after its commencement; and
 - (b) then, every 6 months or at the request of an Employee.
- 16.16 An Alternative Work Location arrangement will be recorded in writing, signed by the Employee and the delegated officer of the University, and placed in the Employee's employment file.
- 16.17 For the avoidance of doubt, all provisions of this Agreement continue to apply to an Employee with an Alternative Work Location arrangement, including provisions relating to hours of work and career progression.

Terminating an Alternative Work Location arrangement

- 16.18 An Employee may terminate an Alternative Work Location arrangement at any time by providing their Supervisor with at least 10 working days' notice in writing.
- 16.19 A Supervisor may terminate or temporarily adjust an Alternative Work Location arrangement following consultation with the Employee if:
- (a) the arrangement becomes impractical having regard to the requirements of the Employee's role and/or work unit; or
 - (b) the Supervisor reasonably considers the arrangement is adversely impacting the Employee's work performance.
- 16.20 Any termination of an Alternative Work Location arrangement will take effect no sooner than 10 days from the date of notification of its termination, unless there are work health and safety or behavioural concerns justifying a shorter notice period.
- 16.21 If an Employee with an Alternative Work Location arrangement is appointed to a different position within the University, their existing arrangement will cease. The Employee will be entitled to apply for an Alternative Work Location arrangement working in their new position in accordance with this clause.

Further applications

- 16.22 In addition to any other rights prescribed by this Agreement, an Employee whose application for an Alternative Work Location arrangement is declined or terminated may within the six months after that declination or termination make a further application for such an arrangement only where circumstances have changed in relation to the matters referred to in subclause 16.12 or 16.13.

Ad hoc arrangements

- 16.23 Nothing in this clause limits an employee requesting, and their supervisor approving, a short-term ad hoc Arrangement of no more than four weeks. Such requests may be made at short notice and will not be unreasonably refused.

17. Paid Outside Work

- 17.1 Any potential additional work an Employee proposes to undertake on behalf of the University, with income apportioned fairly between the Employee and the University, will be discussed with their supervisor in the context of their academic workload agreement and must be subject to approval by the relevant Executive Dean or Executive Principal where appropriate, before such additional work may be commenced.
- 17.2 Employees proposing to undertake work in addition to their usual position for a third party outside the University are referred to the applicable University policy and procedures.

18. Agreement Flexibility

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

- (a) Salary Packaging - An employee may elect packaging of salary for superannuation and other items that may be approved in accordance with University policy from time to time.
- (b) Purchased Leave-An employee may apply to enter into an agreement with the University to purchase either 10 days (2 weeks) or 20 days (4 weeks) additional leave in a 12-month period.

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

18.2 The University and the Employee must have genuinely agreed to the arrangement without coercion or duress, and the Employee is better off overall than they would have been if no agreement were entered into.

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

- (a) The agreement does not result, on balance, in a reduction in the overall terms and conditions of employment of the individual employee under this agreement; and
- (b) The agreement does not result in a reduction in the terms and conditions of employment of the individual employee under any other relevant laws of the Commonwealth or any relevant laws of a State or Territory.

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

18.4 The University must ensure that the individual flexibility arrangement:

- (a) is in writing;

- (b) includes the name of the University and Employee;
 - (c) is signed by the University and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee;
 - (d) includes details of:
 - (i) the terms of the enterprise agreement that will be varied by the arrangement;
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the Employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
 - (e) states the day on which the arrangement commences.
- 18.5 The University must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 18.6 The University or Employee may terminate the individual flexibility arrangement:
- (a) by giving no more than 28 days written notice to the other party to the arrangement and the agreement ceasing to operate at the end of the notice period; or
 - (b) if the University and Employee agree in writing - at any time.
- 18.7 The University is responsible for ensuring that all of the requirements of this clause are met.
- 18.8 The University will provide a copy of an Employee's flexibility arrangement made under this clause to a Union, upon the written request of the Employee.
- 18.9 The right to make an arrangement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between the University and an individual Employee contained in any other term of this Agreement.

PART 3 - SALARY AND CLASSIFICATION

19. Salaries

- 19.1 The salary and casual rates are set out in Schedules A, Band C of this Agreement. Part time Employees will receive salary entitlements on a pro-rata basis.
- 19.2 In the first full pay period following 1 July 2023, the University paid an increase of 2% administratively to all classifications covered by this Agreement.
- 19.3 In the first full pay period following 1 July 2024, the University paid an increase of 3% administratively to all classifications covered by this Agreement.
- 19.4 Upon approval of this Agreement, the University will pay the following salary, with each rate compounding onto the previous salary:
 - (a) 3% from the first full pay period to commence on or after 1 July 2025; and
 - (b) 5.2% from the last full pay period to commence on or before 30 June 2026.

Employees will be paid fortnightly, in arrears, by electronic funds transfer into a bank, credit union or other financial institution account nominated by the Employee and acceptable to the University.

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

20. Superannuation

- 20.1 The University will make 17% employer superannuation contributions for all Continuing and Fixed Term Employees.
- 20.2 Subject to legislative limitation, UniSuper is the default superannuation fund of this Agreement. The University will provide information about UniSuper as part of its onboarding process for new Employees
- 20.3 Employees who are currently contributory members of the State Superannuation Scheme or the State Authorities Superannuation Scheme will continue to be entitled to the legislative provisions covering those schemes.

21. Salary Packaging

Employees may participate in packaging of salary for superannuation and other items that may be approved in accordance with University policy and procedures from time to time, and subject to requirements of the Australian Taxation Office and relevant legislation. If the employment of an Employee who has entered into a salary packaging agreement with the University is terminated for any reason, then any payments resulting from the termination will be paid at the rate of the pre-salary-sacrifice salary. This includes but is not limited to annual leave, long service leave, redundancy and notice.

22. Classifications

All Academic Employees' positions will be classified in accordance with the Academic Employee Classification Standards in Schedules F and G.

PART 4- ENGLISH LANGUAGE TEACHER SPECIFIC MATTERS

23. Classifications and Categories

- 23.1 On appointment, English Language Teachers will be placed on a salary level commensurate with the level for their qualifications and experience:
- (a) Category A commences at a minimum of Level 4 with a maximum of Level 10;
 - (b) Category B commences at a minimum of Level 3 with a maximum of Level 10; and
 - (c) Category C commences at a minimum of Level 2 with a maximum of Level 10.
- 23.2 Employees 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.
- 23.3 Employees will be accredited with teaching experience and be allocated a higher salary in accordance, with the following:
- (a) 1 increment for each year of full-time equivalent TESOL teaching or equivalent; or
 - (b) 1 increment for each 2 years of full-time equivalent teaching in other languages to a maximum of 3 increments.
- 23.4 Whenever practical, teaching positions will be offered as Continuing positions and/or Continuing Contingent positions and/or Fixed-term positions. Wherever practical, the ratio of hours taught by Continuing and/or Continuing Contingent and/or Fixed-term Employees to hours taught by Casual Employees will not be less than 3:1.

24. Role Descriptors

Academic Manager

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

Head Teacher

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

English Language Teachers

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

25. Duties and Time Allocation

25.1 Full-time teaching Employees are appointed for 35 hours per week allocated as:

- (a) a maximum of 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, program and resource development.

25.2 The allocation for part-time ELC teachers is on a pro-rata basis as follows:

EFT	Classroom Teaching	Non-Teaching Duties
1.0	20 hours	15 hours
0.9	18 hours	13.5 hours
0.8	16 hours	12 hours
0.7	14 hours	10.5 hours
0.6	12 hours	9 hours
0.5	10 hours	7.5 hours
0.4	8 hours	6 hours
0.3	6 hours	4.5 hours

25.3 The casual teaching rate as referred to in Schedule C includes 1 hour of face-to-face teaching and 45 minutes of non-teaching duties.

25.4 In cases where the workload involved in discharging the responsibilities of teaching a particular module is agreed by the ELC Director to be exceptionally demanding, Fixed-Term and/or Casual teaching Employees will be paid an appropriate number of hours at the non-teaching rate, while Continuing and/or Continuing-contingent teaching Employees may be provided with an appropriate number of hours taken as time-in-lieu during non-teaching periods.

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

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

26. Higher Duties Allowance

- 26.1 An Employee who temporarily performs the duties of a higher classified position will be entitled to be paid an allowance at the rate equal to the difference between the Employee's salary and the minimum salary for the higher graded position (or pro rata if undertaking part of the duties of a higher classification), subject to performing such duties for a period of:
- (a) 5 consecutive working days or more; or
 - (b) where necessary because of the working arrangements – for 5 working days or more over a period of two weeks from the initial date of performing higher duties,
- and for a maximum period of 26 weeks continuous duty or more if appropriate, or to cover an Employee on leave or otherwise absent from duties or while recruitment action is occurring to fill a position. Part-time and fractional Employees should be given equal consideration.
- 26.2 An Employee who is recognised as the deputy or assistant of a more senior Employee and whose normal duties include deputising for the senior Employee will not be eligible for higher duties allowance except if they perform the duties for 10 consecutive working days or more.
- 26.3 Leave will be paid at the higher duties rate when such leave is taken during the period of higher duties or, for annual leave, immediately following the period of higher duties.

27. Teaching Load

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

28. ELC Professional Development

- 28.1 The University is committed to the on-going development of English Language Teachers, and will support professional development activities that will enhance an employee's career development within the University.
- 28.2 Continuing and Fixed-term English Language Teachers will have access to an amount to support them attending professional development activities. The available amount will be calculated as an amount equivalent to 2 % of the Professional Staff Development Fund each calendar year during the life of this agreement (for example if the amount in the Professional Staff Development Fund is \$200,000 in a calendar year, the total amount available to English Language Teachers as a group in the same calendar year will be \$4,000). This amount will be maintained in a fund separate to the Professional Staff Development Fund.
- 28.3 Funding will be facilitated through the People and Culture and will provide support for professional development activities that have been identified through the annual performance planning and review process.
- 28.4 The purpose of this fund is not to replace normal directorate funded professional development activities, but rather to provide access to enhanced development activities identified as integral to a staff member's professional development.
- 28.5 Supervisors will ensure that professional development forms an integral part of each employee's annual performance planning and review process. Funds will be allocated on the basis of agreed training and development needs and in accordance with the University guidelines. Agreement to fund a development activity in any one year should not be construed as agreement to continue such funding in subsequent years.
- 28.6 Casual English Language Teachers are entitled to access professional development in accordance with clause 11.7 of this Agreement.

PART 5. - LEAVE

29. Annual Leave

- 29.1 A full-time Employee employed under Schedule A will be entitled to 4 weeks' annual leave on full pay for each completed year of service, or on a pro rata basis for any period of service which is less than one completed year.
- 29.2 ELC teaching staff, employed under Schedule C, will be entitled to 140 hours annual leave on full pay for each completed year of service, or on a pro rata basis for any period of service which is less than one completed year.
- 29.3 ELC teaching staff, employed under Schedule C and employed prior to 13 October 2014 will be entitled to an additional 35 hours of annual leave per annum for the duration of their current appointment.
- 29.4 Part-time Employees will be eligible for annual leave on a pro-rata basis. Casual Employees are not entitled to annual leave.
- 29.5 The Employee's supervisors and their managers will ensure that Employees are able to take their annual leave entitlement for each year including by discussing any planned leave in their Performance Planning Development and Review discussions.
- 29.6 Subject to clause 29.7, Employees are required to submit a leave application to their supervisor in advance of the leave being taken. Annual leave must not be taken unless prior approval is obtained from the relevant supervisor. The relevant supervisor will not unreasonably delay or withhold approval.
- 29.7 Annual Leave will be granted without the need to submit a leave application to their supervisor in advance of the leave being taken if the leave is for the purposes of attending to a personal emergency situation not covered by other leave entitlements in this Agreement. The Employee may be asked for evidence that would satisfy a reasonable person upon returning to work.
- 29.8 Annual leave may not be taken in advance of the entitlement accruing.
- 29.9 Annual leave accrues on a daily basis.
- 29.10 Where an Employee has accrued excessive paid annual leave of more than 8 weeks, the following provisions apply:

- (a) The University will confer with the Employee and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual. If agreement is reached, the agreement will be recorded in a leave plan.
 - (b) If agreement cannot be reached (including because the Employee refuses to confer), the University may direct the employee in writing to take one or more periods of paid annual leave.
 - (c) If the University directs an Employee to take a period of paid annual leave, the University must:
 - (i) give the direction at least four weeks before the leave is to commence;
 - (ii) ensure each period of paid annual leave is at least one continuous week in length;
 - (iii) ensure the Employee's paid annual leave balance at the end of the period of leave is at least six weeks.
- 29.11 Normally, the Employee's last day of duties is their termination date. Any leave entitlements will be paid out upon termination of employment. Annual leave may be taken immediately prior to resignation or retirement but will not alter an agreed termination date.
- 29.12 If an Employee who is eligible for sick leave, produces a satisfactory medical certificate to the effect that they have been incapacitated while on annual leave, the University will re-credit the Employee with an equivalent period of annual leave.
- 29.13 Where an Employee is granted and takes long service leave or parental leave on half pay, annual leave entitlement will accrue at half the normal rate during the period of leave.
- 29.14 An Employee may seek to "cash out" an amount of annual leave in accordance with University policy. Any "cashing out" of annual leave cannot exceed an amount of leave that must be taken at the time that payment is made.
- 29.15 An Employee may apply to enter into an agreement with the University to purchase between 10 days (2 weeks) and 20 days (4 weeks) additional annual leave in a 12-month period. The purchased leave will be funded through the reduction in the Employee's ordinary rate of pay. To calculate the purchased leave rate of pay, the Employee's ordinary salary rate will be reduced by the number of weeks of purchased leave and then annualised at a pro-rata rate over the 12-month period.

30. Long Service Leave

Entitlement

- 30.1 An Employee who has completed 10 years' service at the University (whether continuous or broken periods) will be entitled to long service leave. Part-time Employees will receive entitlements on a pro rata basis.
- 30.2 Service as a full time Continuing or Fixed-term Employee accrues an entitlement to 65 paid working days long service leave after 10 years or 6.5 working days per annum. After 15 years of service, long service leave will accrue at the rate of 10.8705 paid working days for each additional year of service.
- 30.3 Service as a Casual Employee after 9 May 1985 accrues an entitlement to 43 paid working days long service leave after 10 years. Casual service in excess of 10 years will accrue long service leave at the rate of 4.3 working days per annum. Casual Employees, whose service is less than full time, will receive entitlements on a pro rata basis.
- 30.4 Public holidays occurring during a long service leave period will be regarded as part of the long service leave.
- 30.5 Where an Employee (other than a Casual Employee) with not less than 5 completed years of service dies, resigns as a result of pressing domestic or personal necessity, or whose employment is terminated by the University for reasons other than Unsatisfactory Performance or Serious Misconduct, the University will pay to the Employee or the Employee's personal representative a proportionate amount on the basis of 65 days for 10 years' service.
- 30.6 Where an Employee with 10 completed years of service resigns or whose employment is terminated, the Employee will be entitled to be paid the monetary value of the leave.

Taking long service leave

- 30.7 Subject to clause 30.9, an Employee who has qualified for long service leave may be entitled to take long service leave at a time of his or her choosing, provided that the Employee requests such leave in writing at least 6 months in advance, or in the absence of such notice, the Executive Officer consents.
- 30.8 The University and an Employee may agree that the Employee may take long service leave at half pay and the period of long service leave is therefore doubled.
- 30.9 Where an Employee has accumulated a long service leave entitlement in excess of 100 days, the Executive Officer may give the Employee written notice to take up to 65 days of such leave, at a time convenient to the needs of the University, provided that:

- (a) the Employee is given written notice of at least 12 months of the date on which leave must commence;
- (b) the Employee is not required to take long service leave within 24 months of written notice of their retirement;
- (c) the minimum period of leave the University can require an Employee to take will be 30 days;
- (d) in any case where an Employee has taken leave pursuant to this sub clause the Executive Officer will not require the Employee to take a further period of long service leave for a period of 2 years after the end of that period of leave.

Recognition of Prior University Service

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

- (a) only service from 1 January 1969 will be taken into account for eligibility purposes;
- (b) the Employee, within 6 months following their commencement at UNE, provides appropriate evidence to UNE's Human Resource Services (People and Culture) Directorate of prior service;
- (c) there is not more than 2 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 other break in employment whilst at a previous or releasing university or at UNE will not count as service for accrual or service purposes;
- (d) except as provided in clause 30.13 such prior service will not accrue a long service leave entitlement but will be included as qualifying service for determining when the Employee is eligible to take long service leave and at what rate the long service leave will accrue;
- (e) unless agreed otherwise with the relevant Senior Executive Officer, the Employee will be required to serve at least 5 years with UNE before being permitted to take accrued long service leave or be paid in lieu, if applicable, on termination of employment; and
- (f) 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.

- 30.11 Subject to the above clauses, prior service in the former Armidale College of Advanced Education will be taken into account when calculating an Employee's service eligibility for long service leave provided that there has not been a break in continuous employment of more than 2 months.
- 30.12 Upon termination of employment of an Employee, UNE will either pay out any long service leave entitlements owing at termination or if the Employee so wishes, pay the equivalent of any accrued long service leave directly to a receiving Australian university, provided that the receiving university agrees and will recognise the accrued long service leave.
- 30.13 Where a person is employed, and that person's previous Australian university employer will transfer to UNE the monetary equivalent of their accrued long service leave, UNE will recognise the previous service and the accrued long service leave with that employer for future long service leave entitlements with UNE. In such cases, clause 30.10(d) above will not apply. Where such recognition is given, UNE may require a commitment, at the time of employment, about when the accrued leave will be taken.

31. Personal Leave

Personal illness or incapacity

- 31.1 Employees other than Casual Employees will be entitled to paid personal leave when they are unable to attend work due to personal illness or incapacity, and do not receive workers' compensation payments in respect of the absence:
- (a) employees will be credited with 10 days paid leave in their first year of employment, credited 12 months in advance, or a pro rata amount where the contract is less than 1 year;
 - (b) employees will be credited with an additional 40 days paid leave per annum in their second year of employment, credited 12 months in advance;
 - (c) employees will be credited with an additional 40 days paid leave per annum in their third year of employment, credited 12 months in advance; and
 - (d) employees will be credited with 10 days paid leave per annum for subsequent years of employment, credited 12 months in advance.
- 31.2 Leave untaken in the year of accrual is added to an Employee's entitlement on their anniversary date.
- 31.3 The anniversary date for the purpose of credit of personal leave entitlement is:
- (a) for staff employed prior to 20 October 2014, the anniversary date is their current anniversary date; and
 - (b) for staff employed after 20 October 2014, their anniversary of appointment.
- 31.4 Where a public holiday, which would normally be a working day, falls during a period of personal leave, the absence on the public holiday will not be treated as personal leave.
- 31.5 No payment is made in lieu of unused leave on termination.
- 31.6 The University may require an Employee who has taken more than 25 days' personal leave in any one year of employment to undertake a medical examination for the purposes of obtaining an opinion on the Employee's medical condition.
- 31.7 Additional paid personal leave may be approved by the relevant Senior Executive Officer in exceptional circumstances if an Employee is seriously ill and suffering substantial hardship and has used up all of their paid personal leave entitlement.

Workers Compensation Leave and Make-Up Pay

- 31.8 Employees who are injured at work and submit a workers' compensation claim will be paid from their personal leave entitlements pending the determination of the claim. Where the claim has been subsequently approved by the insurers, then the Employee's personal leave record will be adjusted.
- 31.9 An Employee will be entitled to leave on full pay less any amount of weekly workers compensation paid to the Employee during the incapacity of an employee until the incapacity ceases, or until the expiration of an aggregate 26 weeks; whichever may first occur.
- 31.10 Paid leave will be exclusive of any personal leave entitlement due and owing to the Employee. If an Employee receives monies in settlement of or pursuant to a judgment for a civil claim to damages in connection with the incapacity, the employee will repay any payments made under this clause.

Family/Carer's, Compassionate and Religious/Cultural Leave

- 31.11 An Employee (other than a Casual Employee) is entitled to use their personal leave credits for family/carers responsibilities.
- 31.12 An Employee (other than a Casual Employee) is entitled to use up to 10 days of their personal leave credits in any year of service for bereavement/compassionate reasons, or religious, ceremonial and/or cultural reasons.
- 31.13 Where an Employee has exhausted their personal leave entitlement, a further 2 days of unpaid Family/Carers per occasion will be available in the event of an unexpected emergency.
- 31.14 In the event that an Employee has exhausted their sick leave entitlement, an additional 2 days of paid bereavement/compassionate leave per occasion will be available to Employees.
- 31.15 Family/carers responsibility leave is to care for a member of their immediate family or household who is ill or incapacitated and require care and support or who require care due to an unexpected emergency:
 - (a) Employees with shared responsibility for the care of a family member may not access this entitlement on the same day or days, unless they can demonstrate exceptional circumstances to the University's satisfaction; and
 - (b) to assist Employees with family responsibilities, a supervisor may agree to them:
 - (i) taking up to 2 weeks annual leave in single days; or

- (ii) taking unpaid leave or undertaking additional work to make up for time taken to care for a family member who is ill or incapacitated.

31.16 Bereavement/compassionate leave can be taken in the event of:

- (a) the death of a member of the Employee's immediate family;
- (b) a member of the Employee's immediate family contracts or develops a personal illness that poses a serious threat to his or her life or sustains a personal injury that poses a serious threat to his or her life;
- (c) a child is stillborn, where the child would have been a member of the Employee's immediate family, or a member of the Employee's household, if the child had been born alive; or
- (d) the Employee, or the Employee's spouse or de facto partner, has a miscarriage.

It can also be accessed where a person of importance in the Employee's culture dies, or for other reasons of a compassionate nature, given in writing and accepted by the University.

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

Casual Employees

31.18 Subject to providing notification and medical certificates or other documentation as specified in clause 31.22, Casual Employees are entitled to be unavailable to attend work, or to leave work:

- (a) if they need to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child; or
- (b) upon the death in Australia of an immediate family or household member; or
- (c) for other bereavement / compassionate reasons as detailed in clause 31.16.

31.19 The Employee and their supervisor will agree on the period for which the Employee will be entitled to be unavailable to attend work. If agreement cannot be reached, the Employee will be entitled to be unavailable to attend work for up to 48 hours (i.e. 2 days) per occasion. No payment will be made for any period of non-attendance.

- 31.20 The University will not fail to re-engage a Casual Employee because they accessed the entitlements provided for in this clause. The rights of the University to engage or not to engage Casual Employees are otherwise not affected.

Notification and supporting evidence

- 31.21 For the purpose of the family/carers, compassionate and religious/cultural leave provisions, immediate family member of an Employee means a child (including an adult child, grandchild, adopted child, stepchild or child for whom the Employee is a legal guardian or equivalent), spouse, partner (including same sex partner), former spouse or partner, parent, parent-in-law, grandparent, sibling or other family or household member.
- 31.22 An Employee who is unable to attend work due to personal illness or incapacity, family/carer responsibilities, bereavement/compassionate reasons, or religious, ceremonial and/or cultural reasons must:
- (a) notify their supervisor of their intended absence and its estimated duration as early as practicable on the first day of their absence (or as soon as practicable thereafter where due to exceptional circumstances notification cannot be provided on the first day of the Employee's absence); and
 - (b) provide a medical certificate (or in the case of an absence due to an unexpected emergency, bereavement/compassionate reasons, or religious, ceremonial and/or cultural reasons, a statutory declaration or other documentation that is acceptable to the University):
 - (i) for any single period of absence of 5 working days or more; and
 - (ii) if requested to do so, for any absence after taking 5 separate periods of personal or carer's leave in one year of employment without providing a medical certificate, after being notified that they have taken 5 such periods of leave and that certificates are required for future absences.

32. Parental leave

32.1 In this clause:

- (a) **Parent** includes stepparent, co-parent, biological, adoptive or foster parent
- (b) **Partner** means spouse, former partner, de facto or same sex partner
- (c) **Primary Carer** means the person who most meets the child's needs, including but not limited to supervision
- (d) **Placement** of a child has the same meaning in relation to leave entitlements as the **Adoption**, of a child
- (e) **Adoption** means the placement of a child below 16 years of age in the care of an adult with the view to adoption, including for the purpose of a surrogacy arrangement
- (f) **Estimated date of birth (EDB)** means the day certified by a medical practitioner to be the day on which the Employee or the Employee's partner, as the case may be, is expected to give birth to a child
- (g) **Surrogacy/Surrogate** means an arrangement whereby an employee surrogate gives birth to a child for an Intended Parent (IP) and not intending to be a primary carer.

32.2 Full-time Continuing Employees are entitled to parental leave in accordance with this clause.

32.3 Part time Continuing Employees are entitled to parental leave on a pro-rata basis.

32.4 A Fixed-term Employee will only be granted that proportion of paid and/or unpaid parental leave where the period of leave falls within the time span of their contract of employment. If the Fixed-term Employee is subsequently employed under another contract, they may extend the date for return from parental leave over the second contract.

32.5 Casual Employees are not entitled to paid parental leave as prescribed in this clause but are eligible to take up to 52 consecutive weeks unpaid parental leave where the Casual Employee has been employed on a regular and systematic basis during a period of at least 12 months and who, but for the expected birth or expected placement of a child, would have a reasonable expectation of ongoing employment on a regular and systematic basis.

Entitlements

PARENTAL LEAVE TYPE	ENTITLEMENT	CONDITIONS
Primary Carer Leave for the primary carer on the birth of a child	Up to 52 weeks in total, consisting of: • 26 weeks on full pay plus 26 weeks unpaid, or • 52 weeks on half pay, or • any combination of full pay, half pay and/or leave without pay agreed between the Employee and the University which is equivalent to 26 weeks full pay but not exceeding 52 weeks total leave. Where both parents are employed by the University, the paid leave component of parental leave may be shared by both parents (that is, a maximum combined payment between both parties of 26 weeks' pay) to a maximum combined absence of 52 weeks, provided that the parental leave conditions are met. In this event, only one Employee can be on	Leave may commence up to 20 weeks before and must commence no later than the actual date of birth. A pregnant Employee who requires leave to deal with sickness as a result of pregnancy and who is within 6 weeks of the EDB may elect to use personal leave or commence primary carer leave. Additional leave beyond 52 weeks can be negotiated on the birth of a child with a disability, congenital illness or in the case of a multiple birth. Paid leave to be taken in the period between 3 months prior to and 3 months after the EDB.

	maternity leave at any one time.	
Surrogacy Leave for a surrogate giving birth to a child they are not the Intended Parent of.	• A Staff Member who is a surrogate will be entitled to 6 weeks' paid leave for the purpose of childbirth and recovery from childbirth. • Nothing prevents a surrogate from accessing primary carer leave if the surrogacy agreement between a surrogate and intended parent ends and the Employee becomes the primary carer of the child. •	Paid leave to be taken in the period between 3 weeks prior to and 6 weeks after the EDB
Partner To give care and support	8 weeks in total, consisting of • 3 weeks on full pay plus • up to 5 weeks unpaid where the primary carer is not employed by UNE, an additional period, or periods of leave without pay provided the total absence on partner	Paid leave to be taken in the period between 3 months prior to and 3 months after the EDB

	leave will not exceed 52 weeks	
Adoption Leave for the primary carer on the placement of a child	52 weeks in total consisting of • 26 weeks full pay, or • any combination, mutually agreed, equivalent to 26 weeks full pay and remainder unpaid but not exceeding 52 weeks total leave	Leave to commence up to 2 weeks before placement and must commence no later than on the date of placement of the child
Foster Primary carer of a child 5 years or younger on long term placement	In any one 12-month period leave consisting of: • 105 hours paid leave; or • 210 hours leave on half pay	Leave to be taken from the time the child enters their care
Foster Primary carer of a child 5 years or older on long term placement	In any one 12-month period leave consisting of: • 56 hours paid leave; or • 105 hours leave on half pay	Leave to be taken from the time the child enters their care
Child Rearing Care of pre-school age children up to 6 years	Consisting of: • 52 weeks unpaid, • further unpaid leave, An Employee may apply for an extension to child rearing leave beyond the 52 weeks.	In addition to and following on from any form of parental leave, 52 weeks unpaid child rearing leave will be made available to employees for the care of pre-school age children. Applications will be assessed taking into account any special circumstances that may apply together with the University's operational requirements. Approval will not be unreasonably withheld. Return to work plan to be negotiated.

Prenatal	Consisting of paid leave totalling 21 hours for a pregnant woman	Can be accessed after 12 weeks of pregnancy
Postnatal	An employee who is breastfeeding will be entitled to regular breaks in paid time for lactation purposes.	Clean, private space with access to a refrigerator will be provided for the purpose of breast feeding and/or expressing milk during breaks.

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

Fixed term Employees

32.7 The University must not refuse to re-engage a Fixed term Employee because:

- (a) the Employee or Employee's partner is pregnant; or
- (b) the Employee is or has been immediately absent on parental leave. Further Conditions

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

32.9 Unless otherwise permitted in accordance with the National Employment Standards, parental leave cannot be taken in broken periods unless mutually agreed for career development purposes.

32.10 Parental leave does not break continuity of service.

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

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

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

- 32.14 If a pregnancy terminates by miscarriage or still birth after 20 weeks of pregnancy have elapsed, or the child dies shortly after birth, an Employee will be entitled to a maximum of 6 weeks paid maternity leave.
- 32.15 If a pregnancy terminates by miscarriage before 20 weeks of pregnancy, an Employee is entitled to use sick leave or compassionate leave to cover any absence.
- 32.16 An Employee who becomes pregnant while on parental leave is entitled to a further period of parental leave. The normal conditions contained in this clause apply to the second period of parental leave but any remaining parental leave from the former pregnancy lapses as soon as the new period of parental leave begins.

Replacement Employees

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

Return to work

- 32.19 Except in the case of a position being made redundant, an Employee returning to duty from parental leave will be entitled to return to their substantive position. If the substantive position is redundant, the provisions of the workplace change clause will apply.
- 32.20 Subject to operational requirements of the University, an Employee, may upon application, return to work part-time until the child reaches school age before resuming full-time work.
- 32.21 Once an Employee has returned to work, any further working arrangements will be considered through clause 14

Documentation

- 32.22 Appropriate certification relating to the birth, adoption or fostering of the child must be produced if required by the University.
- 32.23 For partner or primary carer leave, appropriate documentation (which may be a statutory declaration) will be required to prove the relationship to the child.

Implementation

- 32.24 While an Employee is on parental leave, unless otherwise requested, the Employee will be regularly updated on developments in the University. This may include providing the Employee with relevant University information such as newsletters and minutes of meetings. An Employee on parental leave may also:
- (a) access professional development opportunities, activities and functions; or
 - (b) make application and be considered for internal jobs or secondment opportunities where they indicate that they are available to take up any resulting offers.
- 32.25 Employees returning from parental leave will receive a briefing from their supervisor on the latest changes and developments in their position and work area.
- 32.26 An Employee during their parental leave will be consulted concerning any significant change in responsibilities proposed for the employee's substantive position.
- 32.27 Where an Employee is unable to perform their normal duties due to pregnancy or breastfeeding, the University will facilitate appropriate adjustments to their duties and/or work location.

Notice Requirements

- 32.28 Employees are required to provide the following notice and documentation to the University (but an Employee's entitlement to parental leave will not be affected if the Employee is unable to provide the required period of notice due to circumstances beyond the Employee's control):

Event	Period of Notice
Expected date of birth (EDB)	10 weeks
Date parental leave is to commence and length of leave to be taken unless the expected date of birth or adoption/fostering of a child takes place earlier than the expected date	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 birth of a living child or the Employee gives birth to a living child but the child later dies	4 weeks
Request for child rearing leave	3 months
Application for extension of child rearing leave	3 months prior to expiration of original child rearing leave

33. Jury and Witness Leave

- 33.1 An Employee required to attend jury service will be deemed to be on duty on normal pay; the Employee will pay to the University any fee paid to them for jury service other than for expenses.
- 33.2 An Employee called as a witness by summons or subpoena or called as a witness in legal proceedings on a matter relating to University business, will be deemed to be on duty on normal pay. The Employee will pay to the University any fee paid for their role as a witness other than for expenses.
- 33.3 An Employee subpoenaed, summonsed or called as a witness in legal proceedings not relating to University business will be required to cover any absence as either leave without pay or annual leave.

34. Family and Domestic Violence Leave

- 34.1 The University recognises Employees may experience violent, threatening or other abusive behaviour in their family and domestic life that may affect their attendance or performance at work.
- 34.2 36.2. An Employee who is experiencing family and domestic violence may access up to 20 days leave in a 12-month period for activities such as arranging safe housing, attending court hearings, accessing police services, attending counselling and appointments with medical, financial or legal professionals.
- 34.3 Paid family and domestic violence leave:
- (a) will be available in full from the date of commencement of Employment;
 - (b) is available in full at the start of each 12-month period of the Employee's employment;
 - (c) does not accumulate from year to year; and
 - (d) is available in full to part-time and casual Employees.
- 34.4 Family and domestic violence leave may be taken as a single continuous 20 days period, separate periods of one or more days or any separate periods to which the Employee and the University agree, including periods of less than one day.
- 34.5 Leave does not accrue from year to year and unused leave is not paid out on termination of employment.
- 34.6 If an Employee has exhausted their family and domestic violence leave entitlement:
- (a) they are entitled to access annual leave, personal/carers leave and long service leave for reasons related to family or domestic violence; and
 - (b) where all paid leave is exhausted, may apply for additional paid leave for reasons related to family or domestic violence, granted at the discretion of the Director, People and Culture.
- 34.7 An Employee who is unable to attend work for reasons of family or domestic violence must notify their supervisor as soon as practicable. The University may require proof of domestic violence such as agreed documentation from the police, a court, a medical practitioner, a domestic violence support service, lawyer, counselling professional or statutory declaration.
- 34.8 An employee experiencing family or domestic violence may also:

- (a) use of the University's EAP program;
- (b) flexible working arrangements, in accordance with this Agreement;;
- (c) request to make changes to the Employee's
 - (i) place of work;
 - (ii) telephone number; or
 - (iii) email address; and/or
- (d) request other measures be taken

which requests will not be unreasonably refused.

- 34.9 Applications by an Employee under this clause may be made directly to their supervisor or if preferred the Director People and Culture.
- 34.10 36.7. An Employee who is unable to attend work for reasons of family or domestic violence must notify their supervisor as soon as reasonably practicable, or alternatively they may directly notify People and Culture,
- 34.11 The University may require evidence to substantiate the request for family and domestic violence leave. Specific examples of evidence required to satisfy a reasonable person include a court order, police report, hospital incident report or incident report from a registered social and community organisation or other evidence accepted by the University acting reasonably. Any evidence provided will be treated confidentially.

35. Gender Affirmation Leave

Principles

- 35.1 The University will support staff who are undergoing gender affirmation in a safe, positive and inclusive manner. The University acknowledges that transitioning can be a lengthy period of time, starting from the day that a person makes the decision to commence gender affirmation.

Entitlement

- 35.2 Employees (other than Casual Employees) are entitled to access up to 20 days paid gender affirmation leave per annum.
- 35.3 A Staff Member can apply for approval to take up to 10 days' gender affirmation leave in advance, reducing their future gender affirmation leave entitlement by the same amount. The request will include the reason(s) why the Staff Member seeks to take the leave in advance. A request to take gender affirmation leave in advance will not be unreasonably refused.
- 35.4 Gender affirmation leave may be used for:
- (a) social affirmation (for example, changing the Employee's pronouns and/or name);
 - (b) medical affirmation (for example, surgery and/or hormone therapy, attendance at medical and/or counselling appointments, and rest and recovery from medical procedures); and/or
 - (c) legal affirmation (for example, legally changing the Employee's name and/or gender marker on personal identification documents such as the Employee's passport, birth certificate, driver licence, and banking documentation).
- 35.5 A part-time Employee is entitled to paid gender affirmation leave on a pro rata basis.
- 35.6 The University will protect the privacy and maintain confidentiality of information given by an Employee under this clause.
- 35.7 Paid gender affirmation leave:
- (a) is available in full at the start of the Employee's employment;
 - (b) does not accrue or accumulate from year to year; and
 - (c) is available to Continuing and Fixed-Term Employees (including in full to Part-Time Employees).

- 35.8 Gender affirmation leave may be taken as a single continuous period, separate periods of one or more days or any separate periods to which the Employee and the University agree, including periods of less than one day.
- 35.9 Nothing in this clause prevents, in the case of entitlements under subclause 35.2 and 35.3 being exhausted:
- (a) an Employee requesting and the University (Director People & Culture) agreeing to grant additional paid leave in addition to the entitlement in this clause; or
 - (b) an Employee from accessing their personal or annual leave entitlements in accordance with this Agreement.
- 35.10 Where an Employee requests additional paid leave in accordance with clause 35.9(a) above, the University will take into account any information provided by the Employee in support of the request in deciding whether to grant that leave including information setting out expected periods of additional leave required. Requests will not be unreasonably refused.
- 35.11 Employees must provide the University (either their supervisor or Director People & Culture) with notice of the need for gender affirmation leave and the expected duration of leave as soon as reasonably practicable.
- 35.12 The University may require evidence to substantiate the request for gender affirmation leave. An example of evidence required to satisfy a reasonable person includes a medical certificate from the Employee's registered health practitioner.

Additional Support

- 35.13 In addition to the above, the University will support any Employee by:
- (a) updating University records in relation to gender, name, title etc (noting that the University may require evidence such as statement from registered medical practitioner or psychologist, official document such as passport, birth certificate, gender recognition certificate or similar);
 - (b) providing a new staff photo ID card, where requested; and
 - (c) communicating with the staff member's supervisor and colleagues, where requested by the staff member.

36. Public Holidays

- 36.1 Employees (other than Casual Employees) will be entitled to observe the following days as holidays without loss of pay: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Anzac Day, King's Birthday, Labour Day, Christmas Day, Boxing Day and any other day/s declared a public holiday in New South Wales under the *Public Holidays Act 2010* (NSW) (excluding declared local holidays, for example Armidale Cup Day).
- 36.2 An Employee who without reasonable excuse fails to attend for work on the working day before and/or after a holiday will not be entitled to be paid for such holiday.
- 36.3 Where time off in lieu of a public holiday applies, such time should be agreed in advance, to be taken at a mutually agreed time between the Employee and the supervisor/manager.

37. Close Down

Christmas

- 37.1 Employees (other than Casual Employees) will be entitled to leave on ordinary pay between and including the period of Christmas Day and New Year's Day (Christmas break) in recognition of the University's annual close down and substitution for declared local public holidays.
- 37.2 The University may, in the interests of providing a continuing service to its students, require certain Employees to work over the close down. Should an Employee be required to work during the Christmas close down they will accrue time off equivalent to the quantum of time worked. Such time off should normally be taken within 4 weeks of the Christmas break at a time mutually agreed between the Employee and their supervisor.
- 37.3 Any day which falls during the Christmas break and is declared as a public holiday will form part of the Christmas close-down.

Additional Period

- 37.4 The University may designate an additional close-down of some or all of the University's operations at any time during the year. Staff will be entitled to their ordinary pay during any such close down.
- 37.5 The provisions of this clause do not apply to Casual Employees.

PART 6 - WORKPLACE CHANGE

38. Workplace Change

38.1 Definitions

- (a) **'Change Proposal'** is a formal document developed by the University to propose changes in the workplace.
- (b) **'Displaced Employee'** means an employee whose position has been made redundant in a new proposed structure following the implementation of a Change Proposal, who has not been successfully placed in the new structure.

38.2 The provisions of this clause apply if the University proposes:

- (a) to introduce a major workplace change, being a workplace change that has significant effects on Employees; or
- (b) a minor change; or
- (c) to introduce a change to the regular roster or ordinary hours of work of Employees.

38.3 An Employee will be entitled to be represented during workplace change and Employee Representatives will have the same rights to consultation and access to relevant information as an impacted Employee/s.

38.4 The University will ensure that sufficient and relevant information is provided to the affected Employees (and their Employee Representative(s)) to allow them to understand the extent and nature of the change proposal; reasons for making the proposed change; timeframe for change; and, the details of likely Employee impacts, including possible redundancies and relocations at all stages below.

Minor workplace change

38.5 In cases where changes in the workplace are relatively minor, as a consequence they will be addressed at the workplace level through direct local discussion and consultation with Employees and/or Head of School/Executive Officer with a view to reaching agreement on mutually acceptable solutions and alternatives.

Major workplace change

- 38.6 A major workplace change has significant effects on Employees if it is anticipated that one or more of the following:
- (a) termination of employment due to redundancy and retrenchment;
 - (b) major change in the composition, structure or size of the University's workforce (not including reporting line changes);
 - (c) reduction in the workforce of a school or cost centre which will have a significant impact on the school or cost centre;
 - (d) the restructuring of jobs which will have a negative impact on Employees;
 - (e) outsourcing of existing work performed by UNE Employees at the time this Agreement is approved;
 - (f) significant alterations to work arrangements including the introduction or removal of shift work, or the relocation of staff to another campus; or
 - (g) significant changes to student numbers, to the academic year pattern, or any other significant change likely to give rise to reductions in staffing or major changes to workloads.

Principles regarding Major Workplace Change

- 38.7 Job security is important to Employees and the University. The University will treat involuntary redundancies as a last resort after giving genuine consideration to other measures or options to mitigate against retrenchment, including any measures proposed by affected Employees or their representatives.
- 38.8 Prior to 30 June 2026, except in exceptional circumstances, an Employee will not be subject to more than one workplace change process that results in the Employee being notified that their employment may be terminated as a result of a proposed major change. This limitation will not apply to voluntary separation, including calls for expressions of interest in voluntary redundancy.
- 38.9 The University will consider options to minimise or eliminate the need for retrenchments during an organisational change process including, but not limited to:
- (a) reducing numbers through natural attrition;
 - (b) inviting expressions of interest for voluntary redundancy;

- (c) pre-retirement contracts;
 - (d) changes of fraction;
 - (e) leave without pay;
 - (f) long service leave; and/or
 - (g) redeployment.
- 38.10 The University will manage workplace change in a transparent and constructive manner so as to avoid and minimise any adverse effects on employees. The views of staff and the Unions will be valued and taken into account by the University.
- 38.11 Employees who are likely to be affected by major change, together with their Representatives, will be genuinely consulted and meaningfully involved in the consideration of change proposals throughout the process. This includes all stages, from the development of a formal proposal to implementation issues once the change is determined. The University will include Employees who are on leave in the consultative process. For Employees at work, reasonable time for the development of responses to the change proposal will be considered to be part of normal duties.
- 38.12 Recognising the sound development of workplace change requires the involvement of the Employees who are anticipated to be affected by change, and their union (or other representatives), the University, will engage in preliminary fact finding, data gathering and informal discussions with a range of stakeholders including potentially affected Employees prior to issuing a formal proposal for major workplace change (Step 1 - Consultation).
- Step 1 - Consultation on Major Workplace change*
- 38.13 Where the University has developed a formal proposal for major workplace change, the University will engage in formal consultation with directly affected Employees and their Representative/s (including their unions) regarding the proposed major workplace change.
- 38.14 The consultation period is the period before a final decision is made, where Employees and the NTEU and other Representatives are given the opportunity to:
- (a) express their views on the proposed change;
 - (b) provide alternative options to the change, including proposals to mitigate against redundancy/retrenchment; and
 - (c) have real and meaningful input into the change process and the final decision.

- 38.15 Formal consultation will commence with a preliminary meeting held with directly affected Employees and their relevant Representative/s to present the proposal. Following this meeting, a written proposal will be distributed to directly affected Employees and/or their relevant Representative for the purpose of consultation under this clause. The written proposal will set out:
- (a) the underlying rationale for the change;
 - (b) the objectives and aims of the proposed change;
 - (c) information about the proposed major change;
 - (d) where possible redundancies are identified, the document will include the rationale for the redundancy being genuine, and specify the fair and objective criteria that will be the basis of selecting staff to be identified as excess employees;
 - (e) potential significant impacts of the change on Employees;
 - (f) identification of any work that will remain from positions proposed to be made redundant, and proposals for the redistribution of that work within the workloads of remaining staff;
 - (g) the proposed organisational chart/s;
 - (h) key responsibilities of positions in the new structure;
 - (i) the WHS risk assessment, where appropriate; and
 - (j) any measures that the University is considering in order to avert or mitigate any material adverse effect of the proposed major change on the affected Employees.
- 38.16 Unless otherwise agreed, the written proposal referred to in clause 38.13 will be provided at least ten working days prior to any further meeting with the Employees to discuss the proposal and will also be provided to the NTEU or other Representative. The timeframe for consultation will not be less than 10 working days, unless otherwise agreed. At the request of any party, the timeframe for consultation will be increased from 10 to up to 20 working days. By agreement the timeframe for consultation may be increased to more than 20 working days.
- 38.17 Throughout the consultation period, the University will provide the opportunity to meet and genuinely consult with the affected Employees and their Representatives on the proposed change and any potential alternative proposals. Additional meetings may be organised by the University to facilitate open discussion and will also be arranged if requested by an affected Employee or the NTEU.

- 38.18 During the consultation period, the University will invite submissions from affected Employees and their Representatives, which may include proposed options to mitigate adverse effects and/or job loss, for example, proposals for:
- (a) transfer within the University, including the provision of reasonable retraining by the University) (transfer within the University will be in accordance with the provisions of Clause 39);
 - (b) taking leave, early retirement, Fixed-Term pre-retirement contract, or Part-Time employment and/or job sharing;
 - (c) voluntary redundancy (with payments per clause 40).
- 38.19 Any proposal will be genuinely considered and a written response demonstrating such provided to staff and the unions within 10 working days.
- 38.20 The University will give prompt and genuine consideration to matters and proposals raised during the stated formal consultation period by Employees and their Union or other Representatives before deciding whether to proceed with the proposed change, either in its original or revised form and issuing a final workplace change plan. In the case of English language teachers, position descriptions for positions relevant to the change process will be drafted and provided to staff for feedback prior to finalizing any change document.
- 38.21 Following the consultation period, the University will distribute a final workplace change plan to the directly affected Employees and their Representative(s), which will include consideration of matters raised during the consultation period by Employees and an implementation plan with proposed timeframes.
- 38.22 Where any work remaining from a position/s proposed to be made redundant cannot be accommodated within the available workload/s of remaining ongoing Employee/s, the position/s will not be made redundant and the Employee/s will not be retrenched.

Step 2 - Implementation of Major Workplace change

- 38.23 The University will continue to consult with and support directly affected Employees during the implementation of major workplace change, including opportunities for avoiding or mitigating any adverse outcomes for affected Employees. Where an Employee's position has become redundant, the University will take all reasonable steps to avoid forced retrenchments. Where practicable the University will achieve reductions through appropriate voluntary measures as outlined in clause 38.18.
- 38.24 Existing continuing employees will continue to hold the position where the duties of a position are not significantly changed.

- 38.25 Where the duties of a position are significantly changed, or there are new position/s created, potentially redundant employees will be considered first for those positions prior to commencing a recruitment process.
- 38.26 Fair, transparent and objective criteria will be used to place employees in remaining positions.
- 38.27 An employee 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) one day a week (or pro rata) (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.
- 38.28 Where expenses to attend such interviews are not met by the prospective employer, the employee will be entitled to reasonable travel and other incidental expenses incurred in attending such interviews as determined by the Vice-Chancellor.
- 38.29 At any time during a change process, where potential redundancies have been identified, employees will be encouraged to seek professional financial advice regarding their options. To assist in this decision-making, the University will allow employees to meet, during work time, with a qualified financial planner/accountant and will reimburse costs to a maximum of \$300 upon the presentation of an invoice/receipt.

Retrenchment Review

- 38.30 Where an employee has been formally advised of their retrenchment, the employee may apply to the Vice Chancellor to review the decision that they be retrenched ("the application for review") (by the process referred to in 38.31 to 38.33) on the basis of alleged failure to apply the provisions of this clause. This application for review must be received by the Vice-Chancellor no more than five working days after the date of the formal advice of retrenchment.
- 38.31 Within 10 working days (where practicable) of receipt of the employee's application for review, the Vice-Chancellor will convene a Retrenchment Review Committee consisting of:
- (a) A Chairperson (who is not a union official) agreed between the Vice-Chancellor and the NTEU who is chosen from a list of Chairpersons agreed between the University and the NTEU;
 - (b) An employee nominated by the University; and
 - (c) An employee nominated by the NTEU.

38.32 The Retrenchment Review Committee will consider the application for review, and any response to the application by the University in reply, and the provisions of this clause. The Committee will provide a report ("the Report") to the Vice-Chancellor on whether or not the provisions of this clause were followed in respect of the applicant's termination; in particular whether:

- (a) there is a genuine redundancy;
- (b) fair and objective criteria have been used to select the employee making the application for review as an excess employee; and
- (c) genuine and adequate consideration has been given to measures to avert or mitigate the adverse effects of termination of employment on the employee making an application for review.

38.33 The Vice-Chancellor will consider the Report and make a determination about the application for review ("the determination"). In making the determination the Vice-Chancellor will take such steps as they deem necessary, including:

- (a) confirming the retrenchment;
- (b) rescinding the retrenchment; or
- (c) taking steps to remedy any unfairness as seems reasonable to them.

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

Change to Ordinary Hours of Work or Changes to Rosters

38.35 Where the University proposes to change an Employee's regular roster or ordinary hours of work (except where an Employee has irregular, sporadic or unpredictable working hours), the University will:

- (a) provide information to the directly affected Employees and the NTEU or Representatives about the change;
- (b) invite the directly affected Employees and their Representatives to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and

- (c) consider any views given by the Employees about the impact of the change including any impacts on family and caring responsibilities and other work arrangements in place with the University.

Finalisation of workplace change process

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

Post-Change Review

38.37 Within 12 months of a decision to proceed with a change proposal under this clause, the University will review the change against the rationale, expected outcomes, and likely effects of the change on staff under clause 38.15 and from the formal change paper. As part of that review:

- (a) the University will invite Staff Members from the affected unit and the Unions to comment on implementation of the change;
- (b) the University will assess and advise whether any work remaining from any position(s) made redundant by the change has been successfully accommodated within the available workload/s of remaining ongoing Employee/s in accordance with clause 38.21; and
- (c) if any work remaining from any position(s) made redundant by the change has not been successfully accommodated within the available workloads of remaining ongoing Employees, the University will propose remedial action to address workload intensification, including the creation of new positions.

39. Transfer

Transfers will only occur by mutual agreement.

40. Redundancy

- 40.1 Redundancy occurs when the University decides it no longer wishes the job the Employee has been doing (or substantially similar job) to be done by anyone and this is not due to the ordinary and customary turnover of labour.
- 40.2 An Employee will not be disadvantaged as a result of their position being made redundant in accepting future employment at the University at any point through an open and competitive merit selection process.

Redundancy Pay

- 40.3 The minimum value of the redundancy pay will be no less than 2 weeks for every completed year of continuous service (part time service will be calculated on a pro rata basis).
- 40.4 Where an Employee has completed at least 5 years continuous service with the University the Employee will be entitled to an additional 4 weeks' pay.
- 40.5 The maximum retrenchment package payable under sub clauses 40.3 and 40.4 will be no more than 52 weeks.
- 40.6 An Employee will receive redundancy payments as per clause 40 or the redundancy pay due under the National Employment Standard, whichever is the greater.

Notice Period

- 40.7 An Employee who is retrenched will be entitled to 26 weeks payment in lieu of notice in addition to the retrenchment payment.
- 40.8 Letter of Certification - An Employee who is the occupant of a position deemed to be surplus to the requirements of the University may request an official letter from the University certifying that this is the case.

Academic Expenses

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

Teaching Focused Role

- 40.10 If as a result of a workplace change, an academic position is made redundant, the position cannot be replaced by a Teaching Focused position within a two-year period of the position being made redundant.

PART 7- PERFORMANCE DEVELOPMENT, REVIEW AND PROMOTION

41. Performance, Planning, Development and Review (PPDR) Program

- 41.1 The University is committed to providing all Employees with the opportunity to be involved in the planning process within their work unit and to develop personal skills that complement their work unit's goals.
- 41.2 The University is also committed to providing all Employees with career development opportunities when they are available.
- 41.3 The University will ensure that individual Employees (excluding Casual Employees) have an opportunity to participate in the PPDR Program.
- 41.4 The PPDR Program is designed to provide all Employees with an opportunity to plan and discuss career and development options with their supervisor.
- 41.5 The UNE PPDR Program will:
 - (a) be conducted collaboratively between Employees and their supervisors with a view to achieving engagement by both parties in the Employee's overall work allocation, skills development and career progression;
 - (b) enhance the flexibility, performance and efficiency of Employees in all required skills, while encouraging innovation and diversity, and in particular develop and build leadership, management and supervisory and technical skills;
 - (c) provide effective and fair processes for the assessment of Employees performance, including the opportunity for Employees to contribute fully to the process, respond to comments and suggestions with reference to duty statements and position descriptions and position classification standards and associated tasks;
 - (d) provide appropriate career development and training, and encourage and facilitate professional growth, skills acquisition, job satisfaction and career planning;
 - (e) ensure performance expectations and workload are reasonable, transparent and appropriate to the Employee's classification level, experience and University practices, and that relevant information and support is available;
 - (f) align individual Employee performance with their position, the University's strategic goals and the goals of the work unit, and develop appropriate professional development for Employees, taking into account differences in work unit practice and culture;

- (g) provide a mechanism for constructive recognition, support and feedback within a supportive, respectful and collegial working environment.
- 41.6 A supervisor who identifies unacceptable performance by an employee and wishes to take disciplinary action must follow clause 45 Unsatisfactory Performance of this Agreement.
- 41.7 The PPDR Program applies to all employees (excluding Casual Employees), and includes assessments of Employee performance for the purpose of:
- (a) professional and career development (formative appraisal);
 - (b) incremental progression;
 - (c) academic probation;
 - (d) performance;
 - (e) cyclical performance reviews; and
 - (f) promotion.

Supervisors

- 41.8 Each Employee will be advised in writing of their nominated supervisor. For the purpose of the PPDR, supervisors will be competent in the work unit/discipline of the Employee. Employees may make a case to the relevant Senior Executive for an alternative supervisor to be designated for the purpose of performance management. Employees who make such a case will not be unreasonably refused.
- 41.9 Supervisors are responsible for implementing the PPDR System for all Employees who report to them. In addition, each supervisor will regularly meet with all Employees who report to them, both on an individual and group basis. The supervisor will support their Employees in thinking innovatively and creatively about their future direction and that of their work unit or discipline.
- 41.10 Supervisors will discuss with their Employees the following matters:
- (a) workplace and external developments that affect the Employees and their unit;
 - (b) opportunities for initiatives, innovation and engagement that would directly involve the Employees, 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 Employees to prevent or mitigate future problems/issues;
 - (d) training and professional development needs of the Employees; and
 - (e) any other matter that any Employee raises.
- 41.11 Employees should discuss career development opportunities with their supervisor.
- 41.12 A written record will be kept of such discussions and held in the University's record management system for future discussions with affected Employees if required.
- 41.13 Career development opportunities that may be appropriate through the PPDR System may include, on-the-job coaching, internal temporary transfers, attendance at training and professional development courses, networking and mentor relationships, job rotation or project work, researching, secondments, higher duties, additional leave, including professional development leave and career break leave, involvement in internal or external committees, and work or study fellowships.
- 41.14 All supervisors will undertake training in relation to PPDR. This training will be completed prior to the PPDR process being initiated by the supervisor. It is the expectation that all Employees will familiarise themselves with the University Performance Planning, Development and Review policy and processes.

42. Incremental Progression

- 42.1 At the conclusion of each 12-month period following an Employee's entry into a classification an Employee will be eligible for movement to the next highest salary point within the classification.
- 42.2 An Employee will proceed by annual increment to the next salary point within the applicable classification subject to demonstrating satisfactory performance, and where appropriate, acquiring and using additional skills, experience and knowledge within the ambit of the classification.
- 42.3 The withholding of an increment will not be the first indication to an Employee that the supervisor has concerns about their performance. An increment can only be withheld where:
- (a) a supervisor has concerns that an Employee's performance would not justify the award of an increment;
 - (b) the Employee has previously been informed of the concerns in writing and has been given a reasonable opportunity to respond to the concerns; and
 - (c) the Employee has been given a reasonable opportunity to improve the performance to the standard required to progress to the next incremental step and their performance has not improved.
- 42.4 If the supervisor still has concerns about the Employee's performance then the provisions of clause 45 must be initiated as Unsatisfactory Performance.
- 42.5 An Employee's increment will be withheld until their performance improves sufficient for the increment to be granted. There will be no retrospective granting of an increment prior to such performance improvement.
- 42.6 Where the outcome of a Dispute or Unsatisfactory Performance procedure identifies that movement between salary points should have occurred, adjustment to salaries and entitlements will be paid retrospectively to the Employee's anniversary date.

43. Academic Promotion

- 43.1 Academic Promotion will be conducted annually in accordance with University's Academic Promotion policy.

Automatic progression from Level A to Level B

- 43.2 Upon proven attainment of a relevant Doctoral Qualification, any fixed-term or continuing Level A Academic staff member will be appointed to a minimum of Level A+7 from the next pay period.
- 43.3 Without limiting the ability for Level A Academic staff to apply for promotion to Level B, Level A Academic staff holding a relevant Doctoral Qualification and demonstrating satisfactory performance will automatically progress to Level B (Base) after 12 months at Level A+7.

Academic Promotion to Levels B to E

- 43.4 The Academic Promotions Committee will comprise:

Ex Officio

- Deputy Vice-Chancellor (Chair) (or Nominee)
- Deputy Vice-Chancellor (Research) (or Nominee)
- Executive Principal (Education Futures) (or Nominee)
- Chair of Academic Board (or Nominee)

By Appointment

- One academic staff member from each Faculty appointed by the Vice-Chancellor;
- One additional member may be nominated by the Vice-Chancellor if deemed appropriate to allow for equity, and/or discipline balance and/or benchmarking purposes; and
- One external member nominated by the Vice-Chancellor (for Level D& E applications).

Observers

- An NTEU observer (at any academic level) appointed by the NTEU
- An equity observer appointed by the Director, Human Resources will be present at the Promotions Committee and the Promotions Appeals Committee.

Appointed Members

- 43.5 The University will call for expressions of interest annually from academic staff to sit on the Promotion Committee.

- 43.6 All members of a Promotions Committee will normally hold an appointment at least at Level D (for promotions to Level B and C) or Level E (for promotions to Level D and E). In appointing members of a Promotions Committee, the requirements of clause 43.7 will be considered.
- 43.7 The final composition of the Promotions Committee is approved by the Vice Chancellor, or nominee, taking into consideration the following:
- (a) all those submitting an expression of interest will either be appointed to a Committee or be a reserve member;
 - (b) composition of the Committee must consider and reflect equity and diversity including gender, teaching, research and service experience;
 - (c) where insufficient expressions of interest are received, or where equity and diversity composition cannot be met, the Vice-Chancellor can appoint directly;
 - (d) where a promotion application is submitted by an employee who identifies as an Aboriginal or Torres Strait Islander, the Vice Chancellor may invite an additional member who identifies as an Aboriginal or Torres Strait Islander to the relevant Committee for consideration of that particular application;
 - (e) academic staff who have applied unsuccessfully for promotion in the previous year are ineligible for membership of any Promotions Committee in that year; and
 - (f) academic staff applying for promotion in the current promotions round are ineligible for membership of any Promotions Committee in that year.
- 43.8 The composition of any Promotion Committee established prior to the commencement of this Agreement will not be affected by this clause.

Subsequent applications

- 43.9 Unless otherwise agreed, an applicant who has been unsuccessful in two consecutive years in their bid for a promotion cannot apply in the following year.

Academic Promotion Appeals

- 43.10 Academic Promotion appeals will be conducted as required and in accordance with University policy.
- 43.11 The Promotions Appeals Committee will comprise:
- (a) one Professor (Chair) nominated by the Vice-Chancellor; and

- (b) two Professors or Associate Professors appointed by the Vice-Chancellor. Additional members may be co-opted where necessary, e.g. to ensure gender balance. All members will have served on previous Promotion Committees, but must not have been involved in any aspect of an applicant's case to be reviewed.
- 43.12 Additional members may be co-opted where necessary, for example, to ensure gender balance. All members will have served on previous Promotion Committees, but must not have been involved in any aspect of an applicant's case to be reviewed.

44. Special Studies Program

- 44.1 The objective of the Special Studies Program is to strengthen the University by fostering the intellectual, professional, and career development of its academic employees. The University is committed to the on-going development of its academic employees by providing the opportunity for engagement with professional programs and development activities, research or scholarship to enhance their own research, teaching and administrative/service expertise, aligned with the strategic directions of their School and the University as a whole.
- 44.2 Employees who hold a continuing position (full-time or fractional), and who have held such a position for at least three years, are eligible to apply for (pro-rata for part-time employees) to participate in the Special Studies Program. Eligible employees are encouraged to continue to apply to participate in the Special Studies Program at regular intervals (e.g.: every 3 years) and in accordance with University policy and procedure.
- 44.3 Applications will be assessed in accordance with University policy and procedure using fair, equitable and objective criteria.
- 44.4 Employees who are approved to participate in the Special Studies Program will have their hours workload allocation reduced across all components of academic work on a pro rata basis to accommodate the period of time taken for the Special Studies Program as per subclause 15.27.
- 44.5 An Employee who is participating in the Special Studies Program will have their ordinary duties (including workplace attendance requirements) varied in accordance with the terms of their participation in the Special Studies Program.

PART 8 - PERFORMANCE, DISCIPLINE AND TERMINATION OF EMPLOYMENT

45. Unsatisfactory Performance

General

- 45.1 Employees are entitled to natural justice and procedural fairness in connection with the management of Unsatisfactory Performance.
- 45.2 Employees may choose to bring a support person or their Representative to meetings held in connection with this clause.
- 45.3 Unless otherwise stated, performance management will occur in a timely manner and within nominated timeframes, unless delayed on reasonable grounds, in which case an explanation for the delay will be provided.
- 45.4 Unsatisfactory Performance means a level of performance which is unacceptable, including:
- (a) the failure of an Employee to perform the work of the position or appointment at a standard which would be reasonably required having regard to the duties, nature and purpose of the position; and/or
 - (b) a failure to meet expected standards in the workplace, for example:
 - (i) persistent, unsupported absence or lateness, or persistent unavailability;
 - (ii) persistent substantiated complaints by students or other Employees about not achieving the required and reasonable standard of work duties and responsibilities or meeting deadlines; and/or
 - (iii) inadequate completion of administrative tasks or other responsibilities without reasonable justification.
- 45.5 This clause does not apply to Casual Employees or within the first 6 months of employment (clause 48.2) or during a probation period (clause 12.3).

Monitoring and Feedback

- 45.6 Performance monitoring and feedback is provided to Employees on an ongoing basis, through regular discussions with their supervisor (including during the PPDR process (clause 38)).

Stage 1- Informal process

- 45.7 If a performance concern with an Employee is identified, the supervisor will consider if the concern is Unsatisfactory Performance.
- 45.8 Where the supervisor considers the concern is Unsatisfactory Performance, the supervisor will make an assessment to determine whether the concern:
- (a) has been the subject of a previous performance improvement plan within the previous 12 months on the same or similar matter and may therefore be referred to a Decision-Maker under clause 45.18;
 - (b) has been the subject of a previous informal performance management process at clause 45.9 within the previous 12 months and may therefore commence the procedures from clause 45.10;
 - (c) should be referred to another University process under the agreement (e.g. Misconduct or Serious Misconduct), or other appropriate action should be taken; or
 - (d) is Unsatisfactory Performance to be dealt with in accordance with the procedure from clause 45.9.

Initial Meeting

- 45.9 If a supervisor concludes that performance of an Employee is Unsatisfactory Performance, the supervisor will address the issue(s) promptly and, in consultation with the Employee. This will involve meeting with the Employee and outlining the required standard of work, the nature of the improvement(s) required, the time within which reasonable improvement is expected, and any appropriate guidance, training and development or variation of work allocation considered necessary to assist the Employee to address the performance concern.

Stage 2 - Formal Process - Performance Improvement Plan

- 45.10 If following Stage 1, the supervisor forms the view that the Employee's performance has not improved to the required standard within a reasonable period of time, the supervisor will meet with the Employee to explain the concern in specific terms (e.g.: what the problem is and how it impacts the workplace), that consideration is being given to implementing a performance improvement plan and provide the Employee with an opportunity to respond (orally or in writing) within 5 working days.
- 45.11 The supervisor will consider the Employee's response to determine the appropriate way to proceed. If the supervisor still identifies the concern as Unsatisfactory Performance, then the supervisor will develop a performance improvement plan as outlined in clause 45.12 below.

- 45.12 A performance improvement plan will be developed by the supervisor in consultation with the Employee (where the Employee elects to participate) and will:
- (a) clarify roles and responsibilities of the Employee;
 - (b) reflect the performance expectations and what is to be achieved;
 - (c) the time period that the Employee has to improve their performance considering the nature of the work (with performance improvement milestones, where appropriate);
 - (d) where appropriate, include strategies and allocation of resources for training or professional development to assist the Employee to meet the performance expectations;
 - (e) contain a mid-review meeting date and set a final review meeting date to provide a reasonable amount of time for the Employee to improve; and
 - (f) include a warning to the Employee that failure to improve may lead to Disciplinary Action up to and including termination of employment.
- 45.13 The Employee will be given an opportunity to comment on the performance improvement plan prior to finalisation by the supervisor.
- 45.14 The supervisor will monitor the performance improvement plan and meet with the Employee as appropriate to provide feedback about their progress.
- 45.15 Mid-way through the review period the Employee and supervisor will meet and the supervisor will provide formal written feedback to the Employee about their progress.

Stage 3 - Review Meeting

- 45.16 If at the review date the supervisor determines that the Employee has demonstrated the required improvement, the supervisor will confirm this with the Employee in writing.
- 45.17 If at the review date the supervisor determines that the Employee has not demonstrated the required improvement, the matter will be referred to the relevant Senior Executive to consider Disciplinary Action.

Decision

- 45.18 The senior Executive will advise the Employee in writing of the details of Unsatisfactory Performance and provide copies of relevant documents to the Employee.

- 45.19 The Employee will have 5 working days to make a written submission to the Senior Executive, including any mitigating circumstances.
- 45.20 The Senior Executive will consider the details of the Unsatisfactory Performance, the Employee's response, the supervisor's application of the process from clause 45.10 to clause 45.15 and relevant documents prior to making a determination.
- 45.21 The Senior Executive will determine whether there is Unsatisfactory Performance and what, if any disciplinary action should be taken. The Senior Executive may in their discretion determine that the matter:
- (a) should be referred to the supervisor for a further review period;
 - (b) where there is substance in the allegations, reprimand the Employee and/or recommend counselling. A copy of the formal notice of reprimand is recorded on the Employees personnel file; or
 - (c) where the seriousness of the matter warrants, recommend to the Vice-Chancellor Disciplinary Action, which is limited to:
 - (i) demotion to a lower level position with the resulting reduction in salary for persistent and unresolved unsatisfactory performance; or
 - (ii) withholding a salary increment for up to one (1) year; or
 - (iii) that consideration is given to termination of employment.
- 45.22 The Employee will be notified in writing of the determination by the Senior Executive and advised that they may seek a review of the decision in accordance with clause 45.23.
- 45.23 A review of the action taken in accordance with clause 45.21(c) must be on one or more of the following grounds:
- (a) there is insufficient evidence to support the finding of unsatisfactory performance;
 - (b) the procedures of this clause have not been followed;
 - (c) the proposed disciplinary action is unreasonable in light of the level of unsatisfactory performance;
 - (d) mitigating circumstances.

- 45.24 Where there is a referral to the Vice-Chancellor, the Employee may, within 5 working days of notification, request a review by a review panel. The request for review must be in writing to the Vice-Chancellor.
- 45.25 Where the employee seeks a review of the decision, in accordance with clause 45.24, the Vice-Chancellor must establish a Review Panel within 10 working days to consider the case for review.
- 45.26 Where an employee does not seek a review of a recommendation, in accordance with clause 45.23 within five working days, the Vice-Chancellor will consider the recommendations of the Senior Executive and any written response from the Employee and will determine such action as is deemed appropriate in accordance with this clause. The Vice-Chancellor will advise the Employee in writing of their decision within ten working days from the receipt of the written advice, in accordance with clause 45.21(c).

Review Panel

45.27 A Review Panel will be constituted as follows:

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

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

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

45.30 The Review Panel will:

- (a) conduct proceedings in private, unless the Employee and the University agree otherwise;
- (b) allow the Employee and the University to be assisted and/or represented by a person of their choice who is an Employee of the University, or by an officer of a relevant employer association or the NTEU (but not a solicitor or barrister in private practice);

- (c) provide an opportunity for the Employee to be interviewed, and ensure an adequate opportunity to put a case;
- (d) interview any other person and consider any further material as it believes appropriate to establish the facts of the case;
- (e) provide the right for the Employee (and their representative) and the relevant Senior Executive (and their representative) to be present during the conduct of interviews; ask questions of interviewees; make submissions; and present and challenge evidence. (Where the Employee is unable to attend, the Committee may either proceed or elect to reconvene);
- (f) conduct all proceedings all expeditiously as possible consistent with the principles of procedural fairness;
- (g) take into account any mitigating circumstances or other relevant matters which the Employee may bring to the Review Panel's attention;
- (h) keep a record of the proceedings (but not its own deliberations) which will be available to either party on request; and
- (i) make its report available to the Vice-Chancellor and the Employee within ten (10) working days of the conclusion of the proceedings.

45.31 The Review Panel Report will include findings relating to:

- (a) whether there was sufficient evidence to support the finding of Unsatisfactory Performance;
- (b) whether the process was properly followed; and/or
- (c) whether the formal reprimand or recommended disciplinary action is commensurate with the level of unsatisfactory performance.

45.32 Upon receipt of the Review Panel's Report, the Vice-Chancellor will consider the Report of the Review Panel, any recommendations of the Senior Executive and any written response from the Employee and:

- (a) uphold or dismiss the recommendation of the Review Panel; and/or
- (b) where appropriate, determine the process for reconsidering the matter; and/or
- (c) take any appropriate disciplinary action in accordance with this clause.

- 45.33 The Vice-Chancellor will advise the Employee in writing of their decision within five working days.
- 45.34 A decision under this clause is final, subject to the jurisdiction of any court or tribunal which, but for this clause, would have jurisdiction to deal with the matter.

46. Misconduct and Serious Misconduct

General

- 46.1 Employees are entitled to natural justice and procedural fairness in connection with the management of Misconduct or Serious Misconduct allegations.
- 46.2 Employees may choose to bring a support person or their Representative to meetings held in connection with this clause.
- 46.3 The management of allegations of Misconduct or Serious Misconduct will occur in a timely manner and within nominated timeframes, unless delayed on reasonable grounds, in which case an explanation for delay will be provided.
- 46.4 Disciplinary Action for Misconduct or Serious Misconduct will only be taken in accordance with this clause, except where an Employee is a Casual Employee or within the first six months of employment or during a Standard Probationary Period (clause 12.3(a))

Definitions

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

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

Examples of Misconduct may include but are not limited to:

- (i) a breach of the UNE Code of Conduct that is not minor;
- (ii) a breach of the Australian Code for the Responsible Conduct of Research (as amended or replaced) or UNE Code of Conduct Research Rule; or
- (iii) a failure to follow a reasonable and lawful direction.

46.6 **Serious Misconduct** means:

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

Examples of Serious Misconduct may include but are not limited to:

- (i) wilful or deliberate conduct that causes serious or imminent risk to the health or safety of a person;
- (ii) conviction by a Court of an offence which constitutes a serious impediment of the kind referred to in paragraph 44.6.(a);
- (iii) theft, fraud, assault;
- (iv) serious or repeated bullying or harassment, including sexual harassment;
- (v) repeated incidents of Misconduct;
- (vi) serious breach of the Australian Code for the Responsible Conduct of Research 2018 (as amended or replaced) or UNE Code of Conduct for Research Rule;
- (vii) wilful or serious breaches of the UNE Code of Conduct.

46.7 **Remedial Action** may include one or more of the following:

- (a) guidance,
- (b) counselling,
- (c) a requirement to undertake reasonable development activities,
- (d) a requirement to attend reasonable training and/or coaching,
- (e) informal warning,
- (f) mediation and/or
- (g) an alternative and agreed dispute resolution.

46.8 **Disciplinary Action** is limited to:

- (a) formal written censure, reprimand or warning;
- (b) a requirement to attend training;
- (c) withholding a salary increment for up to one (1) year;

- (d) demotion to a lower level position with the resulting reduction in salary;
- (e) termination of employment. Termination of employment will only occur in accordance with the Agreement for Serious Misconduct.

Procedures

46.9 For the purposes of this clause, a University Officer will mean the Employee's supervisor or a relevant Employee of UNE who has had no prior involvement in the process of the alleged Misconduct or Serious Misconduct. The University Officer will act impartially and without bias.

Assessment

46.10 Where there is an allegation/s of Misconduct or Serious Misconduct, the University Officer will make an initial assessment of any allegations and arrange preliminary inquiries as they consider appropriate to determine an appropriate course of action to deal with the matter. This will include talking to the Employee who is the subject of the allegations. The University Officer will clearly state to the Employee that the discussion is part of a preliminary assessment of Misconduct or Serious Misconduct.

46.11 In determining an appropriate course of action, the University Officer in consultation with the Director People and Culture (or nominee) and the Director Research Services (or nominee) (in relation to allegations concerning a breach of the Australian Code for the Responsible Conduct of Research or UN E Code of Conduct for Research Rule} may deal with the matter as follows:

- (a) dismissing the matter and notifying the Employee in writing;
- (b) referring the matter to an alternate process under the Agreement (e.g. Unsatisfactory Performance) or other University Procedure/s, or the *Australian Code for the Responsible Conduct of Research* (where there are allegations of a breach of the Code);
- (c) referring the matter to the Employee's supervisor for Remedial Action
- (d) referring the matter to the Director, People and Culture (or nominee) for investigation in accordance with this clause.

Notification

46.12 Where the matter is referred to Director, People and Culture (or nominee) (hereafter referred to as 'the Delegate') they will notify the employee in writing of the allegations in sufficient detail to enable the Employee to understand the precise nature of the allegation/s. The Employee will be given a minimum of 10 working days to respond to the allegations.

- 46.13 If the Employee does not respond, without reasonable explanation, or admits the allegations of Misconduct or Serious Misconduct in full, the Delegate may refer the matter to the relevant Senior Executive to determine the appropriate Disciplinary or Remedial Action, after giving the Employee and opportunity to respond to the proposed outcome.
- 46.14 In determining the matter, if the Senior Executive:
- (a) is of the view that there has been no conduct that amounts to Misconduct or Serious Misconduct they will advise the Employee in writing and the matter be closed; or
 - (b) is of the view that there has been conduct that amounts to Misconduct or Serious Misconduct the Employee will be informed of the findings and any proposed Disciplinary Action. The Employee will be given 5 working days to respond; or
 - (c) is of the view there is merit to the allegations, but it is not Serious Misconduct or is not of a serious or significant nature, refer the matter back to Executive Officer to take Remedial Action.
- 46.15 The Senior Executive will consider any response from the Employee in clause 46.14(b). Where the relevant Senior Executive is satisfied that an Employee has engaged in Misconduct or Serious Misconduct, they may take appropriate action as set out below:
- (a) Disciplinary Action in the form of one or more of the following:
 - (i) Formal written censure, reprimand or warning;
 - (ii) Requirement to attend training.
 - (b) Referral of the matter to the Vice Chancellor for consideration of taking Disciplinary Action in the form of:
 - (i) withholding a salary increment for up to one (1) year; or
 - (ii) demotion to a lower level position with the resulting reduction in salary; or
 - (iii) that consideration is given to termination of employment. Termination of employment will only occur in accordance with Agreement in cases of Serious Misconduct.

Investigation

- 46.16 If the Employee denies the allegations of Misconduct or Serious Misconduct in full or in part, the Delegate will make such further inquiries as necessary which may include the appointment of an investigator to investigate the allegations and report to the relevant Delegate on their findings.
- 46.17 The Employee must be given a reasonable opportunity to respond to any matters, including new matters, or variations to the initial allegations resulting from the investigation process. A copy of the Investigator's report will be provided to the Employee within 5 working days of it being provided to the Delegate. If the Investigator's report contains sensitive or private details in respect to any person involved in the investigation, the Report may be redacted to an extent necessary to protect such details.
- 46.18 In determining the matter, if the Delegate:
- (a) is of the view that there has been no conduct that amounts to Misconduct or Serious Misconduct they will advise the Employee in writing and the matter will be closed; or
 - (b) is of the view that there has been conduct that amounts to Misconduct or Serious Misconduct they will establish a Misconduct Investigation Committee.

Misconduct Investigation Committee

- 46.19 Where a Misconduct or Serious Misconduct matter is referred to a Misconduct Investigation Committee (**MIC** or the **Committee**), the Delegate will convene the Committee within ten (10) working days (where practicable).
- 46.20 Where such a Committee is established, it will comprise:
- (a) A Chairperson (who is not a union official) agreed between the Vice-Chancellor and the NTEU, from a list of Chairpersons agreed between the University and NTEU (such list will be reviewed on an annual basis, or more regularly if required, by the Joint Consultative Committee-);
 - (b) an Employee nominated by the University; and
 - (c) an Employee nominated by the NTEU.
- 46.21 The terms of reference of the Committee are to report on the facts relating to the allegation/s that have been denied in the alleged Misconduct or Serious Misconduct matter, including whether there are any mitigating circumstances evident, and make a finding as to whether Misconduct or Serious Misconduct has occurred, and to recommend appropriate action.

46.22 The Committee will:

- (a) conduct proceedings:
 - (i) as efficiently as possible including in a timely manner and within nominated timeframes;
 - (ii) so as to minimise any risk to the health and safety (including arising from psychosocial hazards) to all persons involved in the Misconduct Investigation Committee; and
 - (iii) in private, unless the Employee and the University agree otherwise;
- (b) allow the Employee and the University to be assisted and/or represented by a person of their choice who is an employee of the University, or by an officer of a relevant employer association or the NTEU (but not a solicitor or barrister in private practice);
- (c) provide an opportunity for the Employee to be interviewed, and ensure an adequate opportunity to answer the allegation/s and to put a case;
- (d) interview any other person and consider any further material as it believes appropriate to establish the merits or facts of the case;
- (e) subject to (a), provide the right for the Employee (and their representative) and the Delegate (and their representative) to:
 - (i) be present during the conduct of interviews;
 - (ii) where the Committee considers it appropriate, ask questions of interviewees;
 - (iii) make submissions;
 - (iv) present evidence; and
 - (v) where the Committee considers it appropriate, challenge evidence (where the employee is unable to attend, the Committee may either proceed or elect to reconvene);
- (f) conduct all proceedings as expeditiously as possible consistent with the principles of procedural fairness;
- (g) keep a record of the proceedings (but not its own deliberations) which will be available to either party on request; and

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

Actions following the Committee's Report

- 46.23 The Employee will be notified of the proposed Disciplinary Action and be given ten (10) working days after being sent the Investigation Committee's report or a recommendation in accordance with clause 46.15(b) to write to the Vice- Chancellor and raise any concerns about the process or to outline any mitigating circumstances or other factors that they wish to have taken into account prior to a final decision being made.
- 46.24 The Vice-Chancellor will consider the report, its recommendations and any written response from the Employee and will determine such action as they deem appropriate. For matters that have been before a Misconduct Investigation Committee, if the Vice- Chancellor believes that the matter(s) may constitute serious misconduct they may request the record of the proceedings of the Investigation Committee and any other information used by the Investigation Committee to make its findings before making a decision.
- 46.25 Once a determination is made, the Employee will be advised of the decision and of the operative date of any Disciplinary Action to be taken. Where the decision is that there has been no Misconduct or Serious Misconduct the advice may, by agreement with the Employee, be published in an appropriate manner.
- 46.26 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

- 46.27 The Vice-Chancellor may suspend the Employee at any time during the Misconduct/Serious Misconduct process. The decision to suspend may only be made with pay subject to clause 46.28 and the Employee will be advised in writing of the reasons for the suspension. The Vice-Chancellor may remove the suspension at any time.
- 46.28 An Employee may be suspended if:
 - (a) the Vice-Chancellor considers that there is a possibility of a serious and imminent risk to another person or to the University's property or reputation or that the allegations are sufficiently serious and are likely to amount to Serious Misconduct; or
 - (b) the Employee has been notified that the relevant Senior Executive proposes to recommend the termination of the Employee's employment; or

- (c) the Employee has refused or failed to respond to allegations of Misconduct or Serious Misconduct.

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

47. Resignation

47.1 A Continuing, Continuing Contingent or Fixed Term Employee may resign from their employment with the University by giving the required period of notice in writing of their intended resignation.

47.2 The required period of notice (unless otherwise agreed between the University and the Employee) will be:

Level	Notice
Level A through to Level C	4 weeks
Level D and Level E	8 weeks

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

48. Termination of Employment

- 48.1 All decisions to terminate employment will only occur in accordance with the terms of this Agreement.
- 48.2 Within the first 6 months of employment, the University may terminate the employment of a non-probationary academic for obvious and substantial, or obvious and repeated, and demonstrated unsuitability for the position.
- 48.3 Except as otherwise provided for elsewhere in this Agreement, the Employee must be given the following minimum period of notice or payment in lieu as follows:

Period of continuous service	Period of notice
Up to the completion of 3 years	3 weeks
More than 3 years and up to the completion of 5 years	4 weeks
More than 5 years	5 weeks

- 48.4 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.
- 48.5 The University may terminate the employment of Casual Employees on the giving of 1 hour's notice.
- 48.6 On termination of employment, or earlier during the notice period on request, Employees must return all University property to the University.
- 48.7 If an employee is absent for a period of more than 5 working days without reasonable explanation following reasonable attempts to contact them, the Employee may be deemed to have abandoned their employment.

49. Medical Retirement

- 49.1 Where the University believes that the capacity of an Employee to perform their duties is in serious doubt due to health reasons, the University may require, in writing, an Employee to undergo a medical assessment by a medical practitioner chosen by the University, for the purpose of providing a report to the University.
- 49.2 The University will provide the Employee with written notice of the medical examination of not less than 4 weeks. The written notice will also contain a copy of this clause and a statement that an Employee may wish to contact their superannuation fund about temporary or permanent disability. A shorter period of notice may be mutually agreed having regard to the availability of medical services. Agreement will not be unreasonably withheld.
- 49.3 When the written notice is given, the Employee may elect during the notice period in clause 49.2 to apply to their superannuation fund for ill-health retirement or temporary disability benefit. Where an Employee applies to their superannuation fund, the provisions of clauses 49.24 and 49.25 apply.
- 49.4 The cost of the medical examination and the reasonable expenses of the Employee in attending the examination will be borne by the University.
- 49.5 The relevant position statement/classification descriptor and a statement of the University's concerns will be provided to the medical practitioner as a basis for assessment. The Employee will be provided with a copy of these and given an opportunity to provide a response, including material from the Employee's own registered health practitioner, to the medical practitioner.
- 49.6 Subject to the provision of medical certificates as may be required, the Employee will remain on paid personal leave during the notice period. If the Employee's entitlement to personal leave has been exhausted, they can use annual leave or long service leave if applicable.
- 49.7 The medical practitioner will be asked to provide a report (First Report) about their assessment, the purpose of which is to determine whether the Employee is fit or not to perform the Employee's duties and is likely or not to be able to resume them within a reasonable period being no less than 12 months. If it is a temporary incapacity (i.e. of a duration of less than 12 months), the assessment will include the extent of the incapacity, expected duration, and whether reasonable accommodation measures could address the issues. If reasonable accommodation measures are recommended these should be described.
- 49.8 A copy of the report made by the medical practitioner will be made available to the University, the Employee and the Employee's doctor.
- 49.9 If the First Report reveals that the Employee is unable to perform their duties and is unlikely to be able to resume them within a reasonable period, being not less than 12 months, the University

may, subject to clauses 49.10 and 49.11 terminate the employment of the Employee in accordance with the notice required by the Employee's contract of employment, or where no notice is specified a period of 26 weeks. The Employee will receive payment in lieu of notice.

- 49.10 However, prior to taking action to terminate the employment of an Employee, the University will offer the Employee the opportunity to submit a resignation and, if such a resignation is offered, will accept it and not proceed with action to terminate employment.
- 49.11 If the Employee wishes to review the findings contained in the First Report, the Employee must do so by giving the University written notice of an appeal within 14 days of the First Report being made available, and the Vice-Chancellor will not terminate the employment of the Employee in accordance with clause 49.9 while the appeal process is underway.

Review

- 49.12 An independent specialist agreed to between the University and the Employee, or where the Employee requests the NTEU, will be appointed to carry out a second assessment and provide a Second Report. The registered medical practitioner where practicable, should specialize or have experience in the area related to the illness or injury.
- 49.13 Every effort will be made by the University, the Employee and the NTEU as applicable to appoint the specialist no less than 7 calendar days from the Employee's appeal being received by the Vice-Chancellor. If agreement cannot be reached within this period, the President of the NSW Branch of the AMA or of the relevant college of specialists will be asked to nominate an appropriate independent specialist.
- 49.14 The nominated specialist cannot include any practitioner who has made any other medical assessment or report relating the medical retirement process for this Employee, or who has otherwise treated this Employee.
- 49.15 The cost of the second assessment by the independent specialist will be borne by the University.
- 49.16 The Employee will remain on paid sick leave during the notice period. If the Employee's entitlement to sick leave has been exhausted, they can use annual leave or long service leave if applicable.
- 49.17 Before making an assessment, the independent specialist will be provided with the relevant position statement/classification descriptor, a statement of the University's concerns, and the First Report. The Employee will be able to provide the independent specialist with their responses, including material from the Employee's own registered health practitioner or specialist. The independent specialist is to be provided with this information from the employer and Employee within 7 calendar days of the appointment of the independent specialist.

- 49.18 The independent specialist will be asked to assess whether the Employee (whether on the grounds identified in the First Report or otherwise) is fit or not to perform the Employee's duties and is likely or not to be able to resume them within a reasonable period being no less than 12 months.
- 49.19 The independent specialist will make their assessment of the Employee, and provide a written report (Second Report) to the University regarding the Employee's fitness to perform their duties. In making their assessment, they may make further enquiries as they deem necessary. They will be requested to do so as expeditiously as possible, and no longer than 4 weeks after they receive the information in clause 49.17.
- 49.20 The University will provide the Second Report to the Employee.
- 49.21 If the Second Report confirms the findings of the First Report, or states that the Employee (whether on the grounds identified in the First Report or otherwise) is not fit to perform the Employee's duties and is unlikely to be able to resume them within a reasonable period being no less than 12 months, then the University may provide the Employee with written notice of termination of the Employee's employment effective immediately, in which case the Employee will receive payment in lieu of the notice period applicable to their contract of employment.
- 49.22 If the Second Report does not confirm the findings of the First Report, or provides that the Employee is fit to perform their duties, or will become so fit within a reasonable period being no more than 12 months, then the University will rely on the Second Report as the basis on which to determine the Employee's return to work.
- 49.23 The University may construe a failure by an Employee to undergo a medical examination in accordance with these procedures within 8 weeks of a written notification to do so as prima facie evidence that such a medical examination would have found that the Employee is unable to perform their duties and is unlikely to be able to resume them within 12 months. The University may then terminate the Employee's employment, provided that such a refusal by an Employee in these circumstances will not constitute misconduct nor lead to any greater penalty or loss of entitlements than would have resulted from an adverse medical report.

Superannuation Applications

- 49.24 Where an Employee has elected to apply to their 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, provided the fund provides its decision within a reasonable period of time.
- 49.25 Where the superannuation fund decides that the Employee, following a period of receipt of a temporary disability benefit, is capable of resuming work and the University elects to dispute this decision, the University may proceed in accordance with this clause to seek the First Report.

PART 9 - DISPUTES AND GRIEVANCES

50. Grievance Resolution

Operation of clause

- 50.1 This clause is to be read in conjunction with the University's policies that refer to harassment, bullying, unlawful discrimination or vilification. This clause does not cover the resolution of disputes relating to the correct application, implementation or interpretation of the terms of this Agreement, as these disputes are industrial disputes settled in accordance with clause 51. This clause does not apply to grievances between students and employees. Decisions relating to appointment of staff, or decisions about which there is a designated alternative appeal/review procedure, will not be covered by this clause. A grievance does not relate to any interpersonal dispute which does not relate to employment issues.
- 50.2 A grievance may relate to:
- (a) issues relating to employment;
 - (b) unfair treatment;
 - (c) the workplace or workplace related behaviour of another employee, including:
 - (i) Bullying;
 - (ii) harassment;
 - (iii) unlawful discrimination or vilification.
- 50.3 This clause does not apply to:
- (a) grievances between students and Employees;
 - (b) decisions relating to appointment of staff, or decisions about which there is a designated alternative appeal/review procedure;
 - (c) any interpersonal dispute which does not relate to an employment issue(s).
- 50.4 A grievance may not be brought to the University later than six (6) months after the date on which the action (last action or pattern of actions) is alleged to have taken place unless the Vice Chancellor or their delegate agrees for the University to deal with the grievance.

50.5 Definitions

- (a) **Complaint** means an informal concern expressed by an employee about an issue relating to their employment.
- (b) **Complainant** means the employee(s) who has/have lodged a complaint or grievance.
- (c) **Grievance** means a formal complaint by an employee(s) about a problem or concern in relation to something affecting their employment with the University, which the employee/s is seeking to resolve.
- (d) **Investigating Officer** means a relevant senior employee of UNE not associated with the grievance who investigates a grievance. An Investigating Officer may utilise any additional resources as deemed appropriate to complete the investigation.
- (e) **Principles of Natural Justice** means adherence to the principles of procedural fairness, including the processes set out in this clause; the keeping of appropriate records in confidence; and the provision in a timely manner to all relevant parties of allegations, evidence, and documentation.

The process also includes the following principles of natural justice:

- (i) the University Member, the Investigating Officer, and the Senior Executive must act impartially and without bias;
 - (ii) all parties have a reasonable opportunity to respond and provide evidence;
 - (iii) only matters of relevance to the complaint or grievance will be considered; and
 - (iv) the complaint or grievance must be dealt with in a timely manner.
- (f) **Respondent** means one or more persons who are the subject of the complaint or grievance.
 - (g) **University Conciliator** means a relevant University Officer who does not have a direct interest in the matter.

50.6 Principles

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

- (b) Timelines are outlined throughout this clause. Where it is not possible to meet these timelines, a timely explanation for the delay and revised timeline must be provided to the parties to the Grievance or Complaint.
- (c) The University will provide all parties to an accepted Complaint or Grievance under this clause regular communication at least monthly unless otherwise agreed. The communication will detail the status of the Complaint or Grievance, estimated timelines and the opportunity for parties to provide feedback and ask questions.
- (d) Complaint and grievance resolution is an integral part of a supervisor's duties. It is the primary responsibility of supervisors to identify, respond to and address problems in the workplace and to take all reasonable steps to ensure that victimisation of either a complainant or a respondent does not occur.
- (e) Confidentiality must be respected in terms of record keeping and disclosure and must be maintained at all times by all parties within the constraints of the need to investigate a grievance fully.
- (f) Complainants and respondents may be accompanied by a support person of their choice at any meeting with the University Conciliator or Investigating Officer or other University Officer where a complaint or grievance is to be discussed.
- (g) Parties to a complaint or grievance should engage in the procedures for complaint or grievance resolution in good faith and focus on achieving resolution of the concerns raised.
- (h) Victimisation of a complainant, respondent or any other person with a legitimate involvement in a grievance resolution process will not be tolerated by the University.
- (i) If after a grievance form is submitted and the Director, People and Culture believes that having reviewed a submitted grievance that the matter is frivolous or vexatious the complainant will be notified in writing detailing why the determination has been made and that the grievance will not proceed. If the determination is that the Complaint or Grievance is not frivolous or vexatious, the grievance will proceed through the formal resolution process as set out in clauses 50.9 to 50.1148.12 below. The Director People and Culture will aim to make such a determination within 5 working days of the receipt of the staff grievance form.
- (j) If a University Officer forms the opinion that the grievance is of a potentially criminal nature, then the grievance will be referred to the Director, People and Culture, who will determine whether the police should be notified.

- (a) In the first instance, employees should seek to resolve a Complaint informally at the local work area through:
 - (i) direct discussions with the other party or parties involved; or
 - (ii) referral to their supervisor (or if the Complaint is about the employee's supervisor, the next level of management or an appropriately trained and nominated office-holder with a separate reporting line from the supervisor (or Human Resource Services, who will seek to resolve the matter by informal means, including by assisted/facilitated discussions between the parties and arranging mediation by a trained mediator (with the consent of both parties).

Wherever possible, such resolution methods must be attempted within ten business days of the Complaint being made.

- (b) If the complaint cannot be resolved in this way by the complainant or the complainant can demonstrate to the Director People and Culture that it is not appropriate for the complainant to attempt informal resolution of the Complaint, an employee may proceed directly to Step 2 below.

50.8 Step 2 – Grievance

- (a) To seek formal resolution of a grievance, the complainant must submit a completed Staff Grievance Form to People and Culture, along with any associated supporting documentation and evidence including the following:
 - (i) The nature of the complaint(s);
 - (ii) attempts made to resolve the complaint; and
 - (iii) the complainant's preferred remedy to resolve the complaint.
- (b) In submitting the Staff Grievance Form and supporting material, the complainant accepts that insufficient information provided in the documentation may restrict the ability to address the complaint fully. The Director, People and Culture (or nominee) may ask for further information prior to proceeding to Step 3 – Conciliation.
- (c) If the Director of Human Resources (or nominee) refers the allegations made in the Grievance to an alternative process under this Agreement the complaint will not proceed through this clause. For example, if the alleged actions or behaviours may amount to Misconduct or Serious Misconduct, the matter will be addressed in accordance with the relevant Misconduct/Serious Misconduct procedures in this Agreement.

- (d) Upon the conclusion of any other process referred to above, the Grievance or Complaint will resume at Step 2.

50.9 Step 3 - Conciliation

- (a) If the complainant can demonstrate to the University Conciliator that it is not appropriate for the grievance to be conciliated or a party to the grievance elects not to participate, the University Conciliator can refer the grievance to the Director People and Culture for investigation in accordance with Step 4 below.
- (b) The University Conciliator will, where practicable or unless otherwise agreed, initiate conciliation discussions with the Complainant and the Respondent within five (5) working days of receipt of the grievance or referral.
- (c) The University Conciliator is not required to provide the respondent with a copy of the Staff Grievance Form, but is required to provide the following:
 - (i) the relevant details of the complaint to enable the respondent to formulate a response in the case of an investigation;
 - (ii) all associated documentation and evidence provided by the complainant;
 - (iii) a copy of the processes set out in this clause by which the matter is to be resolved;
 - (iv) opportunities to put their case and respond to the grievance during the investigation.
- (d) The University Conciliator, must hold conciliation discussions with both the complainant and respondent (independently or together where appropriate).
- (e) During these discussions, the University Conciliator will:
 - (i) keep a record of proceedings;
 - (ii) identify the key concerns of each party; and
 - (iii) convey to the complainant and respondent an appropriate course of action to resolve the grievance; and
 - (iv) confirm with the complainant if the course of action has resolved the grievance.

- (f) Where the steps taken in Step 3 result in an agreed resolution between the complainant and the respondent, the University Conciliator will record on the Staff Grievance Form the outcome and course of action for resolving the grievance, and provide a copy of the form to the complainant and respondent, and record in accordance with UNE records management protocols.
- (g) Where the steps taken in Step 3 do not result in an agreed resolution, the University Conciliator will record this on the Staff Grievance Form, including any matters that have been resolved through that process. Then the University Conciliator will ask the complainant if they wish to have the grievance investigated using the process set out in Step 4. If the complainant agrees in writing, then the University Conciliator will immediately notify the Director, People and Culture and the Respondent.

50.10 Step 4 - Investigation

- (a) The Director, People and Culture will appoint an Investigating Officer to progress the investigation process within 10 working days of Step 3 concluding, and provide a copy of the Staff Grievance Form and any supporting documentation to the Investigating Officer.
- (b) The Investigating Officer will provide the complainant and the respondent with a copy of the processes set out in this clause by which the matter is to be investigated and advise them in writing of:
 - (i) the nature of the grievance;
 - (ii) the name of the Investigating Officer investigating the grievance;
 - (iii) their opportunity to clarify immediately any matter regarding the grievance.
- (c) The Investigating Officer will provide the respondent with the:
 - (i) full and precise details of the grievance to enable the respondent to formulate a response;
 - (ii) time, date and place for the interview or for participating in a telephone conference instead of attending an interview;
 - (iii) right to be accompanied by a support person;
 - (iv) right to provide a written submission (written submissions must arrive at least one working day prior to the date of the interview as advised in the notice).

- (d) The respondent will be granted at least ten (10) working days to prepare for the interview and/or provide a response in writing to the complaint.
- (e) Where the respondent fails to attend and/or participate in the interview and does not provide a written submission, without reasonable explanation, then the Investigating Officer may proceed to determine the matter in the absence of the respondent.
- (f) Within ten (10) working days of the interview, the Investigating Officer will provide a report, including recommendations for resolution of the grievance, to the relevant Senior Executive.

50.11 Step 5 – Outcome of the Investigation

- (a) Within ten (10) working days of receipt of the Investigating Officer's report, a Senior Executive will respond to the report's recommendations.
- (b) The Senior Executive may recommend that the:
 - (i) Investigating Officer's recommendations be implemented in full;
 - (ii) Investigating Officer's recommendations be implemented in part;
 - (iii) Investigating Officer's recommendations be set aside;
 - (iv) grievance be dismissed.
- (c) Where the Senior Executive determines that the alleged action/s or behaviour/s may amount to Misconduct or Serious Misconduct, the matter will be referred to the Misconduct/Serious Misconduct clause in this Agreement.
- (d) The decision of the Senior Executive will be recorded on the Staff Grievance Form. A copy will be provided to the complainant and respondent and recorded in accordance with UNE record management protocols.

51. Dispute Resolution

- 51.1 The following industrial dispute procedure must be used to settle any industrial dispute which may arise about the application of, or matters arising under, this Agreement or the National Employment Standards.
- 51.2 An Employee may be represented by their union or a person of their choice at any stage of the Dispute Resolution process.
- 51.3 Until the procedures described in clause 51.4 have been completed:
- (a) work must continue in the normal manner prevailing at the time of the dispute, unless there is a genuine risk to health and safety;
 - (b) nothing must be changed which is the subject of the dispute except to the extent necessary to address:
 - (i) work health and safety risks;
 - (ii) undue disruption to the work of the University; or
 - (iii) significant negative financial impact to the University;
 - (c) Notwithstanding sub-clause (b) above, the University must not dismiss an Employee where that dismissal arises out of the subject matter of the dispute;
 - (d) no industrial action will be taken about the dispute (where it is necessary for an Employee to stop work in response to an imminent and serious risk to health and safety, it will not be taken to be industrial action for the purpose of this clause); and
 - (e) no action will be taken which may exacerbate the dispute.
- 51.4 If there is an industrial dispute the following procedure must be followed:
- (a) In the first instance, an Employee/s and/or their NTEU representative/s, and the University representative/s will discuss the dispute and attempt to reach Agreement within seven calendar days of the dispute first being notified in writing unless agreed otherwise.
 - (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 at clauses 51.4(a) and 51.4(b), the matter may be referred by any party to the dispute to the Fair Work Commission (FWC) for resolution by conciliation, or where conciliation does not resolve the dispute by arbitration. In resolving the dispute the FWC can exercise any of its powers under the *Fair Work Act 2009* (Cth). The parties to the dispute will be bound by and implement any recommendation or decision of the FWC subject to any right of appeal.
 - (d) Any referral to the FWC for resolution must occur within 21 clear calendar days of date on which the parties agree the dispute has not resolved (unless the parties agree in writing to a different timeframe) otherwise the dispute will be deemed to have lapsed.
- 51.5 Nothing in this clause prevents the parties to the dispute from agreeing to refer an unresolved dispute to a person or body other than FWC for resolution, in which case the parties agree to be bound by any recommendation to resolve the dispute, made by the agreed person or body. Such agreed person or body may exercise such powers and functions as the parties agree are appropriate at the time.
- 51.6 Any error in classification, category of employment, pay rate or entitlement under this Agreement will be remedied as soon as possible after it is identified through the process outlined in this clause. A remedy under this clause will be from the later of:
- (a) the date on which the error occurred; or
 - (b) six years prior to the referral of the dispute to the Fair Work Commission.

PART 10 - MISCELLANEOUS

52. Intellectual Freedom

- 52.1 The University is committed to act in a manner consistent with the protection and promotion of intellectual freedom within the University.
- 52.2 An exercise of intellectual freedom is not misconduct or serious misconduct and is not subject to any disciplinary action under this Agreement or under any University policy, procedure, Code of Conduct, or contract of employment.
- 52.3 Intellectual freedom includes the right, without fear of harassment, intimidation or unfair treatment, to:
- (a) participate in public debates and express opinions about issues and ideas related to an Employee's discipline area or areas of professional expertise and about higher education issues more generally including University governance;
 - (b) express opinions or comments outside their discipline or areas of professional expertise as long as they do so on their own behalf and do not claim to represent the University;
 - (c) pursue critical and open academic inquiry and to freely discuss, publish and research;
 - (d) express of unpopular or controversial views; and
 - (e) participate in professional and representative bodies, including Unions, and engage in community service;
- 52.4 Intellectual freedom rights do not include any right to vilify, harass or otherwise act unlawfully nor are they intended to protect any person engaging in these forms of behaviour from the operation of relevant laws.
- 52.5 The University will encourage Staff to participate actively in the operation of the University and in the community. The University will take all reasonable steps to ensure that all governing bodies within the University operate in a transparent and accountable manner, encouraging freedom of expression and thought.

53. Union Matters

Office Facilities

- 53.1 The University will provide to the NTEU, free of charge, access to secure offices connected to power, phone lines etc. for the purpose of carrying out the legitimate business of the Union as the representatives of Employees in relation to the matters included in this Agreement. The NTEU will pay for any costs associated with telephones, faxes and internet access and the University will pay for the cost of power and water.
- 53.2 The University will provide access to notice boards to the NTEU in each University building for the display of materials authorised by the Unions.

Employee Inductions

- 53.3 The University will give the Unions reasonable notice of the times and places it intends to conduct inductions. At the conclusion of an induction session Union officers will have reasonable access to new Employees who attend such sessions. The University will provide NTEU membership forms to Employees at induction sessions.
- 53.4 Where Employee Inductions are digital rather than face to face, the University will invite the Unions to provide material about Union membership, including a video recording, contact details and links to membership applications, which will be distributed by the University during its online induction and training courses

Payroll Deductions

- 53.5 As a service to its Employees, the University will provide for the deduction of union dues from salary at a rate or amount advised from time to time as payable under the Union's rules, where this has been authorised by the Employee. There will be no charge to the Employee for this service. The Employee or the Union will be entitled to cancel the arrangement by advice in writing.
- 53.6 The University will not increase the amount (or where applicable the rate), if any, of charge for any such deduction.

Union Rights

- 53.7 Accredited union delegate means an Employee who has been identified by the NTEU as such, being one of the following:
- (a) the UNE NTEU Campus Executive, and/or

- (b) a State or National Conference, Executive, Committee of Management or Council of the union.

A list containing the names of such Employees must be provided to the Director People and Culture at the commencement of this Agreement and then updated each year. The size of the UNE NTEU Campus Executive cannot exceed the limits set out in the State NTEU rules.

- 53.8 The Branch President of the NTEU will be provided with recognition of their Union activities through time release of 20% of their workload allocation. The University will pay for the allocation centrally by reimbursing the cost centre.
- 53.9 The University will grant accredited Union delegates leave with pay to attend union training of up to 5 days per year. Such leave will count as service for all purposes.
- 53.10 The University will grant accredited Union delegates leave with pay to attend external union meetings of up to 5 days per year. The granting of leave will apply to the following activities undertaken by a Union delegate: Conferences of the Union, Meetings of the Union's Executive, Committee of Management or Councils; Conference of the Unions NSW, and Conferences of the Australian Council of Trade Unions.
- 53.11 Such leave will count as service for all purposes.
- 53.12 Each March and September, the University will provide to the Unions a list of the names, job titles, categories of employment (Professional/Academic), and University email address of each employee in a format which allows the list to be sorted by any of these categories.
- 53.13 The Union will only use the information provided for contacting employees on legitimate union business. It will ensure that no one apart from paid union officials or elected senior officers of the Union Branch (President, Vice Presidents) have access to the information.
- 53.14 The Union will not use this information to contact an employee if the employee has, directly in writing, requested that the union does not contact the Employee. The unions will include advice of this from time to time in material provided to Employees.
- 53.15 The University will not prevent, or cause to be prevented, communications between the Unions and any Employee, including the delivery of email or access to an internet site.
- 53.16 The University may agree to the secondment of a Staff Member to the Staff Member's Union for up to 6 months in the first instance, and if agreed, for a further period of up to 6 months. The Union is required to meet all costs of the secondment, including salary, superannuation, leave accrual and salary on costs. Service whilst on secondment to a union will count as continuing service for leave and incremental purposes.

Time Release

- 53.17 No Employee will be disadvantaged as a result of Union activities conducted in accordance with responsibilities incurred as a result of implementation of this Agreement.
- 53.18 Union delegates will be considered on duty and will be allowed reasonable time with pay for the conduct of authorised Union activities, including representing staff in relation to this Agreement.
- 53.19 Authorised Union activities will include: attending an industrial tribunal as a participant or witness where the University is a party to the proceedings, attending a union seminar or delegates' council or committee meeting; attending meetings with workplace management and a reasonable period of preparation time before such meetings, presenting information about the Union at the completion of induction sessions for new Employees, and distributing official Union publications or other authorised material at the workplace.
- 53.20 Unions may hold meetings of members on the premises of the University. Union meetings will be held during meal or other work breaks and may only be held during working hours if agreed between the Union and the University.
- 53.21 Union delegates will have reasonable access to University facilities including, but not limited to telephones, fax machines, Internet access, e-mail and meeting rooms, and may utilise their office facilities to carry out their duties as a Union delegate.
- 53.22 The University will set aside funding at the rate of 25% of one Senior Lecturer salary for the purpose of reimbursing Schools or Directorates for the cost of accredited Union delegates participating in NTEU activities. This will be held in a special purpose account and reimbursement would be made on request by the relevant Executive Officer, via the Chief Financial Officer.
- 53.23 The parties to the Agreement acknowledge that the purpose of sub-clauses 53.1 to 53.15 above and clause 6 are to benefit the University's Employees by facilitating the provision of effective and accessible industrial representation.

54. Delegates' Rights

- 54.1 Clause 54 provides for the exercise of the rights of workplace delegates set out in section 350C of the FW Act.

NOTE: Under section 350C(4) of the FW Act, UNE is taken to have afforded a workplace delegate the rights mentioned in section 350C(3) if the employer has complied with clause 54.

- 54.2 In clause 54:

- (a) delegate's organisation means the employee organisation in accordance with the rules of which the workplace delegate was appointed or elected; and
- (b) eligible employees means members and persons eligible to be members of the delegate's organisation who are employed by the employer in the enterprise.

- 54.3 Before exercising entitlements under clause 54, a workplace delegate must give UNE written notice of their appointment or election as a workplace delegate. If requested, the workplace delegate must provide UNE with evidence that would satisfy a reasonable person of their appointment or election.

- 54.4 An employee who ceases to be a workplace delegate must give written notice to UNE within 14 days.

- 54.5 Right of representation

A workplace delegate may represent the industrial interests of eligible employees who wish to be represented by the workplace delegate in matters including:

- (a) consultation about major workplace change;
- (b) consultation about changes to rosters or hours of work;
- (c) resolution of disputes;
- (d) disciplinary processes;
- (e) enterprise bargaining where the workplace delegate has been appointed as a bargaining representative under section 176 of the FW Act or is assisting the delegate's organisation with enterprise bargaining; and

- (f) any process or procedure within an award, enterprise agreement or policy of UNE under which eligible employees are entitled to be represented and which concerns their industrial interests.

54.6 Entitlement to reasonable communication

- (a) A workplace delegate may communicate with eligible employees for the purpose of representing their industrial interests under clause 54.5. This includes discussing membership of the delegate's organisation and representation with eligible employees.
- (b) A workplace delegate may communicate with eligible employees during working hours or work breaks, or before or after work.

54.7 Entitlement to reasonable access to the workplace and workplace facilities

- (a) UNE must provide a workplace delegate with access to or use of the following workplace facilities:
 - (i) a room or area to hold discussions that is fit for purpose, private and accessible by the workplace delegate and eligible employees;
 - (ii) a physical or electronic noticeboard;
 - (iii) electronic means of communication ordinarily used in the workplace by the employer to communicate with eligible employees and by eligible employees to communicate with each other, including access to Wi-Fi;
 - (iv) a lockable filing cabinet or other secure document storage area; and
 - (v) office facilities and equipment including printers, scanners and photocopiers.
- (b) UNE is not required to provide access to or use of a workplace facility under clause 54.7(a) if:
 - (i) the workplace does not have the facility;
 - (ii) due to operational requirements, it is impractical to provide access to or use of the facility at the time or in the manner it is sought; or
 - (iii) UNE does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps.

54.8 Entitlement to reasonable access to training

UNE must provide a workplace delegate with access to up to 5 days of paid time during normal working hours for initial training and at least one day each subsequent year, to attend training related to representation of the industrial interests of eligible employees, subject to the following conditions:

- (a) In each year commencing 1 July, UNE is not required to provide access to paid time for training to more than one workplace delegate per 50 eligible employees.
- (b) The number of eligible employees will be determined on the day a delegate requests paid time to attend training, as the number of eligible employees who are:
 - (i) full-time or part-time employees; or
 - (ii) regular casual employees.
- (c) Payment for a day of paid time during normal working hours is payment of the amount the workplace delegate would have been paid for the hours the workplace delegate would have been rostered or required to work on that day if the delegate had not been absent from work to attend the training.
- (d) The workplace delegate must give UNE not less than 5 weeks' notice (unless UNE and the delegate agree to a shorter period of notice) of the dates, subject matter, the daily start and finish times of the training, and the name of the training provider.
- (e) If requested by UNE, the workplace delegate must provide UNE with an outline of the training content.
- (f) UNE must advise the workplace delegate not less than 2 weeks from the day on which the training is scheduled to commence, whether the workplace delegate's access to paid time during normal working hours to attend the training has been approved. Such approval must not be unreasonably withheld.
- (g) The workplace delegate must, within 7 days after the day on which the training ends, provide UNE with evidence that would satisfy a reasonable person of their attendance at the training.
- (h) Training in accordance with this clause is in substitution of, and not additional to, leave in accordance with clause 53.9.

54.9 Exercise of entitlements under clause 54

- (a) A workplace delegate's entitlements under clause 54 are subject to the conditions that the workplace delegate must, when exercising those entitlements:
 - (i) comply with their duties and obligations as an employee;
 - (ii) comply with the reasonable policies and procedures of UNE, including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of ICT resources;
 - (iii) not hinder, obstruct or prevent the normal performance of work; and
 - (iv) not hinder, obstruct or prevent eligible employees exercising their rights to freedom of association.
- (b) Clause 54 does not require UNE to provide a workplace delegate with access to electronic means of communication in a way that provides individual contact details for eligible employees.
- (c) Clause 54 does not require an eligible employee to be represented by a workplace delegate without the employee's agreement.

NOTE: Under section 350A of the FW Act, UNE must not:

- (a) unreasonably fail or refuse to deal with a workplace delegate; or
- (b) knowingly or recklessly make a false or misleading representation to a workplace delegate; or
- (c) unreasonably hinder, obstruct or prevent the exercise of the rights of a workplace delegate under the FW Act or clause 54.

55. Childcare Facility

- 55.1 The University will maintain, or make adequate provision for, a childcare facility on campus for the life of this agreement.

56. Right to Disconnect

- 56.1 This clause provides for the exercise of an employee's right to disconnect under section 333M of the FW Act.
- 56.2 UNE will not directly or indirectly prevent an employee from exercising their right to disconnect under the FW Act.

SCHEDULE A- SALARY RATES- FULL TIME ACADEMIC STAFF

Level	As at 30 June 2022	First full pay period following 1 July 2023	First full pay period following 1 July 2024	First full pay period following 1 July 2025	Last full pay period on or before 30 June 2026
E	\$193,686.00	\$197,559.72	\$203,486.51	\$209,591.11	\$220,489.84
D b+3	\$165,834.00	\$169,150.68	\$174,225.20	\$179,451.96	\$188,783.46
D b+2	\$160,771.00	\$163,986.42	\$168,906.01	\$173,973.19	\$183,019.80
D b+1	\$155,709.00	\$158,823.18	\$163,587.88	\$168,495.51	\$177,257.28
D base	\$150,646.00	\$153,658.92	\$158,268.69	\$163,016.75	\$171,493.62
C b+5	\$144,321.00	\$147,207.42	\$151,623.64	\$156,172.35	\$164,293.31
C b+4	\$140,517.00	\$143,327.34	\$147,627.16	\$152,055.98	\$159,962.89
C b+3	\$136,725.00	\$139,459.50	\$143,643.29	\$147,952.58	\$155,646.12
C b+2	\$132,923.00	\$135,581.46	\$139,648.90	\$143,838.37	\$151,317.97
C b+1	\$129,130.00	\$131,712.60	\$135,663.98	\$139,733.90	\$147,000.06
C base	\$125,329.00	\$127,835.58	\$131,670.65	\$135,620.77	\$142,673.05
B b+5	\$121,534.00	\$123,964.68	\$127,683.62	\$131,514.13	\$138,352.86
B b+4	\$117,736.00	\$120,090.72	\$123,693.44	\$127,404.24	\$134,029.27
B b+3	\$113,939.00	\$116,217.78	\$119,704.31	\$123,295.44	\$129,706.81
B b+2	\$110,138.00	\$112,340.76	\$115,710.98	\$119,182.31	\$125,379.79
B b+1	\$106,346.00	\$108,472.92	\$111,727.11	\$115,078.92	\$121,063.02
B base	\$102,546.00	\$104,596.92	\$107,734.83	\$110,966.87	\$116,737.15
A b+7	\$97,479.00	\$99,428.58	\$102,411.44	\$105,483.78	\$110,968.94
A b+6	\$94,192.00	\$96,075.84	\$98,958.12	\$101,926.86	\$107,227.06
A b+5*	\$90,902.00	\$92,720.04	\$95,501.64	\$98,366.69	\$103,481.76
A b+4	\$87,608.00	\$89,360.16	\$92,040.96	\$94,802.19	\$99,731.91
A b+3	\$84,318.00	\$86,004.36	\$88,584.49	\$91,242.03	\$95,986.61
A b+2	\$80,265.00	\$81,870.30	\$84,326.41	\$86,856.20	\$91,372.72
A b+1	\$76,216.00	\$77,740.32	\$80,072.53	\$82,474.71	\$86,763.39
A base	\$72,166.00	\$73,609.32	\$75,817.60	\$78,092.13	\$82,152.92

SCHEDULE B - SALARY RATES - CASUAL ACADEMIC STAFF

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

Rate applicable for possession of a relevant doctoral qualification

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

Sixth step of the full-time Level A scale /52 + 25%
37.5

Lecturing and higher marking rate

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

Second step of the full-time Level B scale /52 + 25%
37.5

Rate applicable to all other duties

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

Second step of the full-time Level A scale /52 + 25%
37.5

Definitions

Lecture/Tutorial

- (a) "Lecture" or "tutorial" means any educational delivery described as a lecture or tutorial respectively in a course or unit outline, or in an official timetable issued by the University. A lecture or tutorial may be face to face teaching or tutoring respectively or equivalent delivery through a different mode.
- (b) A tutorial is a supplementary form of education delivery where matters already covered elsewhere in a course are discussed, clarified or elaborated. A tutorial is conducted in a small group to enable effective student participation. A tutorial is conducted in

accordance with guidelines issued by the lecturer in charge of the unit. Responsibility for the course rests with the lecturer in charge of the unit not the casual employee.

Demonstration

- (a) A "demonstration" (howsoever called) involves the performance of such duties as the conduct of practical classes by setting up or supervising the correct method of use of equipment; issuing prepared instructions about experimental procedures or projects from the lecturer; supervising undergraduate students in carrying out experiments or laboratory work and being a source of technical advice.
- (b) The hourly rate of pay for demonstrating and other duties encompasses one hour of student contact time only. Any work required outside the one hour (marking, giving a lecture or tutorial, attending a meeting or lecture, preparation time or other duties) will be paid as appropriate in accordance with Schedule B of this Agreement.
- (c) Responsibility for the course rests with the lecturer in charge of the unit not the casual performing demonstrating or other duties.

Higher Marking

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

Musical Accompanying with Special Educational Services

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

Ph.D. rate

This rate is applicable where the employee possesses a relevant doctoral qualification. Payment of Relevant Doctoral Qualification Rate must be supported by documentation from the supervisor of the casual employee advising of the qualification and relevance of the qualification to the activity being undertaken.

Undergraduate Clinical Nurse Education

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

Unit Coordination rate

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

Other Required Academic Activity

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

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

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

Casual Lecturing

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

Casual Lecturing	Delivery Time (hours)	Associated Working Time (hours)	As at 30 June 2022	First full pay period following 1 July 2023	First full pay period following 1 July 2024	First full pay period following 1 July 2025	Last full pay period on or before 30 June 2026
Basic Lecture	1	2	\$204.51	\$208.60	\$214.85	\$221.30	\$232.81
Developed Lecture	1	3	\$272.68	\$278.13	\$286.48	\$295.07	\$310.41
Specialised Lecture	1	4	\$340.86	\$347.68	\$358.11	\$368.85	\$388.03
Repeat Lecture	1	1	\$136.34	\$139.07	\$143.24	\$147.54	\$155.21

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

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

Casual Tutoring

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

Casual tutoring	Delivery Time	Associated Working Time	As at 30 June 2022	First full pay period following 1 July 2023	First full pay period following 1 July 2024	First full pay period following 1 July 2025	Last full pay period on or before 30 June 2026
Tutorial	1 hour	2 hours	\$146.5623	\$149.49	\$153.98	\$158.60	\$166.84
Repeat Tutorial	1 hour	1 hour	\$97.7156	\$99.67	\$102.66	\$105.74	\$111.24

The following rates are applicable where the employee possesses a relevant doctoral qualification.

Payment of Relevant Doctoral Qualification.

Casual Tutoring (with PhD)	Delivery Time	Associated Working Time	As at 30 June 2022	First full pay period following 1 July 2023	First full pay period following 1 July 2024	First full pay period following 1 July 2025	Last full pay period on or before 30 June 2026
Tutorial	1 hour	2 hours	\$174.81	\$178.31	\$183.65	\$189.16	\$199.00
Repeat Tutorial	1 hour	1 hour	\$116.54	\$118.87	\$122.43	\$126.11	\$132.66

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

Casual Tutoring with Full Unit Coordination	Delivery Time	Associated Working Time	As at 30 June 2022	First Full Pay Period Following 1 July 2023	First Full Pay Period Following 1 July 2024	First Full Pay Period Following 1 July 2025	Last Full Pay Period on or Before 30 June 2026
Tutorial	1 hour	2 hours	\$204.51	\$208.60	\$214.85	\$221.30	\$232.81
Repeat Tutorial	1 hour	1 hour	\$136.34	\$139.07	\$143.24	\$147.54	\$155.21

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

Casual Marking

Casual staff performing marking that is not contemporaneous within a lecture, tutorial or other teaching session will be paid by the hour for marking.

Casual Marking	As at 30 June 2022	First full pay period following 1 July 2023	First full pay period following 1 July 2024	First full pay period following 1 July 2025	Last full pay period on or before 30 June 2026
Standard Marking	\$48.86	\$49.83	\$51.33	\$52.87	\$55.62
Marking as a supervising examiner, hons level or above, or requiring significant exercise of academic judgment at level B status	\$68.16	\$69.52	\$71.61	\$73.76	\$77.59
Ph.D. rate	\$58.27	\$59.44	\$61.22	\$63.06	\$66.34
Unit Coordination Rate	\$68.16	\$69.52	\$71.61	\$73.76	\$77.59

Musical Accompanying with Special Educational Services

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

Musical Accompanying	As at 30 June 2022	First full pay period following 1 July 2023	First full pay period following 1 July 2024	First full pay period following 1 July 2025	Last full pay period on or before 30 June 2026
Musical Accompanying (1 hour of delivery and 1 hour preparation time)	\$97.72	\$99.67	\$102.66	\$105.74	\$111.24
Ph.D. rate	\$116.54	\$118.87	\$122.43	\$126.11	\$132.66
Unit Coordination Rate	\$136.34	\$139.07	\$143.24	\$147.54	\$155.21

Undergraduate Clinical Nurse Education

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

Undergraduate Clinical Nurse Education	As at 30 June 2022	First full pay period following 1 July 2023	First full pay period following 1 July 2024	First full pay period following 1 July 2025	Last full pay period on or before 30 June 2026
Little preparation required (1 hour of delivery and 0.5 hours associated working time)	\$73.28	\$74.75	\$76.99	\$79.30	\$83.42
Normal preparation required (1 hour of delivery and 1 hours associated working time)	\$97.72	\$99.67	\$102.66	\$105.74	\$111.24
Ph.D. rate - Little preparation required (1 hour of delivery and 0.5 hours associated working time)	\$87.41	\$89.16	\$91.83	\$94.59	\$99.51
Ph.D. rate - Normal preparation required (1 hour of delivery and 1 hours associated working time)	\$116.54	\$118.87	\$122.43	\$126.11	\$132.66
Unit Coordination Rate - Little	\$102.25	\$104.30	\$107.43	\$110.65	\$116.40

preparation required (1 hour of delivery and 0.5 hours associated working time)					
Unit Coordination Rate - Normal preparation required (1 hour of delivery and 1 hours associated working time)	\$136.34	\$139.07	\$143.24	\$147.54	\$155.21

Other Required Academic Activity

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

Other Required Academic Activity	As at 30 June 2022	First full pay period following 1 July 2023	First full pay period following 1 July 2024	First full pay period following 1 July 2025	Last full pay period on or before 30 June 2026
Other required academic activity	\$48.86	\$49.83	\$51.33	\$52.87	\$55.62
Ph.D. rate	\$58.27	\$59.44	\$61.22	\$63.06	\$66.34
Unit Coordination Rate	\$68.13	\$69.49	\$71.58	\$73.73	\$77.56

SCHEDULE C- SALARY RATES- ELC TEACHING STAFF

1. The salary rates for ELC Teaching Staff will be:

ELC Level	Salary	As at 30 June 2022	First full pay period following 1 July 2023	First full pay period following 1 July 2024	First full pay period following 1 July 2025	Last full pay period on or before 30 June 2026
1		\$67,954.00	\$69,313.08	\$71,392.47	\$73,534.25	\$77,358.03
2		\$70,688.00	\$72,101.76	\$74,264.81	\$76,492.76	\$80,470.38
3		\$74,567.00	\$76,058.34	\$78,340.09	\$80,690.29	\$84,886.19
4		\$77,373.00	\$78,920.46	\$81,288.07	\$83,726.72	\$88,080.51
5		\$80,185.00	\$81,788.70	\$84,242.36	\$86,769.63	\$91,281.65
6		\$82,992.00	\$84,651.84	\$87,191.40	\$89,807.14	\$94,477.11
7		\$85,814.00	\$87,530.28	\$90,156.19	\$92,860.87	\$97,689.64
8		\$89,253.00	\$91,038.06	\$93,769.20	\$96,582.28	\$101,604.56
9		\$92,500.00	\$94,350.00	\$97,180.50	\$100,095.92	\$105,300.90
10		\$95,447.00	\$97,355.94	\$100,276.62	\$103,284.92	\$108,655.73

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

Position	Percentage based on salary of level 10	As at 30 June 2022	First full pay period following 1 July 2023	First full pay period following 1 July 2024	First full pay period following 1 July 2025	Last full pay period on or before 30 June 2026
Head Teacher (ELC) Step 1	110%	\$104,991	\$107,090.82	\$110,303.54	\$113,612.65	\$119,520.51
Head Teacher (ELC) Step 2	112.50%	\$107,377	\$109,524.54	\$112,810.28	\$116,194.58	\$122,236.70
Head Teacher (ELC) Step 3	114.50%	\$109,286	\$111,471.72	\$114,815.87	\$118,260.35	\$124,409.89

3. The minimum salary payable for an employee appointed to the position of Academic Manager will be a percentage based on the total salary for Level 10 as outlined below:

Academic Manager (ELC)	Percentage based on salary of level 10	As at 30 June 2022	First full pay period following 1 July 2023	First full pay period following 1 July 2024	First full pay period following 1 July 2025	Last full pay period on or before 30 June 2026
Step 1	115%	\$109,764.00	\$111,959.28	\$115,318.06	\$118,777.60	\$124,954.04
Step 2	120%	\$114,535.00	\$116,825.70	\$120,330.47	\$123,940.39	\$130,385.29
Step 3	125%	\$119,309.00	\$121,695.18	\$125,346.04	\$129,106.42	\$135,819.95
Step 4	130%	\$124,081.00	\$126,562.62	\$130,359.50	\$134,270.28	\$141,252.34

CASUAL ENGLISH LANGUAGE TEACHER SALARY RATES

4. A casual employee will be paid the following minimum rates. The casual rate includes a 25% loading in lieu of annual leave, annual leave loading, sick leave and other leave.
- The casual teaching rate includes one hour of face-to-face teaching and a three-quarters of an hour non-teaching duties.

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

$$\frac{\text{Step 2 salary}/52.179}{20 \text{ (full time teaching contact hrs)}} + 25\%$$

- For each hour of non-teaching duties performed

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

$$\frac{\text{Step 2 salary}/52.179}{35\text{hrs/wk}} + 25\%$$

Position	As at 30 June 2022	First full pay period following 1 July 2023	First full pay period following 1 July 2024	First full pay period following 1 July 2025	Last full pay period on or before 30 June 2026
Rate 1 Teaching	\$84.67	\$86.37	\$88.96	\$91.63	\$96.39

Rate 2 - Non-teaching	\$48.39	\$49.35	\$50.83	\$52.36	\$55.08
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SCHEDULE D - ALLOWANCES

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

Unit Course Co-Ordinator

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

Health & Safety Representative

5. Staff elected as Health and Safety Representatives (see Definitions - clause 4) will be paid an allowance equivalent to the First Aid allowance.

Working Offshore

6. This clause only covers overseas placements and short assignments (e.g. attending graduation ceremonies, teaching duties), and does not override other specific provisions for study leave, conference attendance and research/fieldwork. Ongoing costs for long term placements, which involves a change in residency status, will be negotiated with the employee.
7. 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.
8. Employees working overseas on a short-term basis will be entitled to actual costs paid for accommodation and travel; and for meals and incidentals, up to the maximum applicable Australian Taxation Office rates, based on actual receipts/documentation provided.

Other

9. The following allowances will be paid to employees where appropriate in table 1 at the rates set out in table 2 below.

TABLE 1 – Allowance Application

Allowance	Current Rate at Expiration of Previous Agreement	Application												
Motor Vehicle	Any size engine – 87 cents per kilometre	Where an employee is required and has been duly authorised in advance by the University to use their own vehicle in connection with the University business. A motor vehicle allowance will not be paid to an employee who receives an annual motor vehicle allowance to compensate for the continuous use of such staff's private motor vehicle in connection with University business.												
Travel-Meal	Breakfast-\$24.02 Lunch-\$30.02 Dinner-\$48.02 per day	Where an employee will be absent from the University and this absence does not extend overnight, reimbursement of actual costs incurred will be made subject to provision of receipts. The allowances will be paid where the staff leaves before or returns later than the following times: <table border="1"> <thead> <tr> <th>Meal</th><th>Time of Leaving</th><th>Time of Returning</th></tr> </thead> <tbody> <tr> <td>Breakfast</td><td>7:00am</td><td></td></tr> <tr> <td>Lunch</td><td></td><td>1:30pm</td></tr> <tr> <td>Dinner</td><td></td><td>6:30pm</td></tr> </tbody> </table>	Meal	Time of Leaving	Time of Returning	Breakfast	7:00am		Lunch		1:30pm	Dinner		6:30pm
Meal	Time of Leaving	Time of Returning												
Breakfast	7:00am													
Lunch		1:30pm												
Dinner		6:30pm												
Travel-Accommodation	Actual costs, up to the allowable Australian Tax Office rates as adjusted by the ATO will apply, based on actual receipts/documentation provided.	Where an employee is absent from the University on University business and the absence extends overnight but does not exceed fourteen days (14 days).												
First Aid Qualification	Actual cost of training/certification	Costs paid to obtain and/or maintain the qualification for an employee formally appointed as a First Aid Officer												

Table 2 – Allowance Rate

Allowance Type	As at 30 June 2022	First full pay period following 1 July 2023	First full pay period following 1 July 2024	First full pay period following 1 July 2025	Last full pay period on or before 30 June 2026
Motor vehicle allowance (per kilometre)	\$0.87	\$0.89	\$0.91	\$0.94	\$0.99
Travel Allowance - Meal - Breakfast (per day)	\$24.02	\$24.50	\$25.24	\$25.99	\$27.34
Travel Allowance - Meal - Lunch (per day)	\$30.02	\$30.62	\$31.54	\$32.49	\$34.17
Travel Allowance - Meal - Dinner (per day)	\$48.02	\$48.98	\$50.45	\$51.96	\$54.67

First Aid Allowance

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

Allowance Type	As at 30 June 2022	First full pay period following 1 July 2023	First full pay period following 1 July 2024	First full pay period following 1 July 2025	Last full pay period on or before 30 June 2026
First Aid Allowance (per annum)	\$1,016.55	\$1,036.88	\$1,067.99	\$1,100.03	\$1,157.23

Indigenous Language Allowance

11. In accordance with clause 13.7, the following allowances will apply:

Level		As at 30 June 2022	First full pay period following 1 July 2023	First full pay period following 1 July 2024	First full pay period following 1 July 2025	Last full pay period on or before 30 June 2026
Level 1	Elementary level – this level of accreditation is appropriate for Employees who are capable of using minimal knowledge of language for the purpose of simple communication.	\$2,377.86	\$2,425.42	\$2,498.18	\$2,573.13	\$2,706.93
Level 2	Level 2 represents a level of ability for the ordinary purposes of general business, conversation, reading and writing.	\$4,757.72	\$4,852.87	\$4,998.46	\$5,148.41	\$5,416.13

SCHEDULE E - DEFINITIONS

1. Teaching and related activities

Teaching is a scholarly activity that engages students in learning. It is informed and enriched by research and scholarship, consultancy and/or professional practice. In the UNE context teaching aims to ensure that students are provided with effective learning opportunities regardless of location.

Teaching encompasses a wide range of approaches including face-to-face teaching with large and small groups, technology-mediated teaching, one-to-one and small group consultations, supervising students' experience in work-based settings, advising students, assessing students' work, providing feedback on students' progress, preparing teaching and course materials, facilitating students learning from peers, building learning activities and resources, and contributing to curriculum design and development.

UNE is committed to the fundamentals of online, blended and on campus delivery such that it provides rich learning experiences that can be accessed and used by both on and off campus students.

Teaching and related activities, include, but are not limited to:

- a) ongoing development of new and revised curriculum, pedagogy, maintaining currency and further development of course and unit content, identifying and preparing teaching and learning materials, setting text books and other required resources, assessment and unit/course learning resources for delivery on-campus, online and at other campuses and delivery sites, both in Australia and overseas;
- b) delivery to students through lectures, tutorials, laboratory classes, teaching intensive schools, practicums, clinical education and training, work integrated learning, project-based learning, performance, online presentations, research projects, fieldwork and team teaching as required for all approved UNE units and delivery modes;
- c) effective engagement with students through positive on-campus interactions, high standard online interaction and through professional technology-based communication both synchronous (e.g. telephone, teleconferencing, virtual classrooms) and asynchronous (email, discussion forums, social media);
- d) setting, assessing, marking of all required student work including assignments, quizzes, exams, portfolios, performances, clinical competency, projects and all other approved assessable items;
- e) engaging in professional development activities focused on teaching and pedagogical practice, both as a teacher and as a student.

2. Research, creative achievement, scholarship and/or professional activity

Research encompasses a diverse range of activities, the purpose of which is the advance of knowledge in a particular discipline or field. It refers to expected research activities, commitments and outputs in each discipline.

Research related work includes, but is not limited to:

- a) developing research ideas and concepts, research themes and specific projects;
- b) writing research proposals, grant applications and securing external funding;
- c) gaining required ethics, permits or other approvals prior to conducting research related activities;
- d) undertaking research projects;
- e) supervision of honours and postgraduate research students;
- f) supervising, mentoring and directing the research activities of other research staff;
- g) leading the research activities of a university research centre or institute;
- h) publication of research monographs, book chapters and peer reviewed research journal articles;
- i) presentation of research outcomes and results to academic peers at significant national and international conferences;
- j) acting as an invited reviewer or editor for research publications;
- k) conducting original and creative performance work.

Scholarship of teaching and learning, creative achievement and professional activity encompasses a diverse range of activities, the purpose of which is to inform the quality, innovation, currency and evidence base of teaching and learning. The Scholarship component of academic work encompasses the scholarly activities commitments and outputs that are in addition to the scholarly activities incorporated in the teaching component of academic work.

Scholarship activities include but are not limited to:

- a) attending and presenting at relevant workshops, seminars and/or conferences;
- b) publishing papers in professional journals;
- c) maintaining currency with existing teaching techniques and implementing unit delivery through new approved teaching and learning technologies and platforms as required; and
- d) leading initiatives and projects to support colleagues to improve the quality of teaching and learning.

3. Service, leadership and administration

Service refers to the role of an employee as a citizen of the University, the community and relevant profession. Service utilises an employee's expertise and must be relevant to the University's strategic objectives.

Service to the University, the community and an academic employee's profession will endeavour to enhance the reputation of the University. It is expected that Service to the community will foster relationships between the University and a range of organisations in the community. In particular it should explore prospective partnerships between University colleagues and outside organisations through activities such as collaboration on projects of regional significance to the University and its partner organisations.

Service and engagement related work, includes, but is not limited to:

- a) Service to research related activities at the university including assessing grant applications, examining theses, serving on ethics panels and serving as a member on other approved university research related committees and panels as required;
- b) Service in research also includes all work of a similar nature with other universities and all research related service with national and international professional discipline-based societies and associations;
- c) Service to teaching and learning development including assessing teaching and learning grant applications, serving on school, divisional or university education or course committees, contributing to other university committees such as academic board, and any IT related committee related to teaching and learning delivery enhancement. Similar service in teaching and learning at a national and international level is also recognised;
- d) Supervision of other academic teaching staff, including fixed-term and casual staff;
- e) Service to the university through engagement with any other approved university committees or designated key activities such as open days, course and program promotion events;
- f) Any other service by way of significant academic engagement with an industry, discipline or profession at a local, national or international level;
- g) Service in community, government or corporate engagement related to an academic's area of expertise;
- h) Service to an approved regional engagement or development committee;
- i) Service to improving Indigenous engagement at the university.

Administration includes, but is not limited to:

Course direction and course or unit coordination and all required activities related to the leadership of courses, units and other elements of curricula, including:

- a) preparing course and unit profiles and documentation
- b) formal and informal advice to students, including administrative communication
- c) course and unit grade submission reporting, and accountability for the integrity of assessment results;
- d) unit and course review, remediation and enhancement reporting
- e) internal and external accreditation requirements;

- f) management of guest and casual teaching staff for the course or unit
- g) liaison with library, AV, learning technology and other teaching support services required for high quality unit delivery
- h) managing appeals, grievances or other student disciplinary matters;
- i) initial investigation and identification of matters concerning academic integrity
- j) liaison with professional bodies and industry partners where these inform course and unit content;
- k) liaison with third parties contracted to deliver UNE courses or units, where relevant.

SCHEDULE F -ACADEMIC EMPLOYEE CLASSIFICATION STANDARDS

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 their scholarly, research and/or professional expertise relevant to the profession or discipline.

Specific Duties

Specific duties required of a Level A academic may include:

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

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

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

Skill Base

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

had to teaching experience, experience in research, experience outside tertiary education, creative achievement, professional contributions and/or contributions to technical achievement.

LEVEL B

General Standard

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

Specific Duties

Specific duties required of a Level B academic may include:

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

Skill Base

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

LEVEL C

General Standard

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

Specific Duties

Specific duties required of a Level C academic may include:

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

Skill Base

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

LEVEL D

General Standard

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

Specific Duties

Specific duties required of a Level D academic may include:

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

Skill Base

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

LEVEL E

General Standard

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

Specific Duties

Specific duties required of a Level E academic may include:

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

Skill Base

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

normally require a record of demonstrable scholarly and professional achievement in the relevant discipline area. In addition there is a requirement for academic excellence which may be evidenced by an outstanding contribution to teaching and/or research and/or the profession. A Level E academic will be recognised as a leading authority in the relevant discipline area.

SCHEDULE G-ACADEMIC (RESEARCH-ONLY) EMPLOYEE CLASSIFICATION STANDARDS

LEVEL A

General Standard

A Level A research-only academic is expected to contribute towards the research effort of the institution and to develop the employee's 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 the employee's research project(s).
- Experimental design and operation of advanced laboratory and technical equipment or conduct of advanced research procedures.
- Attendance at meetings associated with research or the work of the organisational unit to which the research is connected and/or at departmental and/or Faculty meetings and/or membership of a limited number of committees.
- Advice within the field of the employee's research to postgraduate students.

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

Skill Base

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

LEVEL B

General Standard

A Level B research-only academic is expected to carry out independent and/or team research within the field in which they are appointed and to carry out activities to develop the employee's research expertise relevant to the particular field of research.

Specific Duties

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

- The conduct of research as a member of a team or independently, and the production of conference and seminar papers and publications from that research.
- Supervision of research-support staff involved in the employee's research.
- Guidance in the research effort of junior members of research-only employees in their 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 the employee's areas of research.
- Occasional contributions in the teaching program within the field of the employee's research.
- Co-supervision, or where appropriate supervision, of major honours or postgraduate research projects within the field of the employee's area of research.
- Attendance at meetings associated with research or the work of the organisational unit to which the research is connected and/or at departmental and/or Faculty meetings and/or membership of a limited number of committees.

Skill Base

A Level B research-only academic will normally have completed a relevant doctoral qualification or have equivalent qualifications or research experience. In addition they 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 the employee's field of research expertise and to the organisational unit or interdisciplinary area of which the employee is part. An academic at this level is expected to play a major role in research including the exercise of some leadership in research.

Specific Duties

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

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

Skill Base

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

LEVEL D

General Standard

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

Specific Duties

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

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

Skill Base

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

LEVEL E

General Standard

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

Specific Duties

Specific duties required of a Level E academic may include:

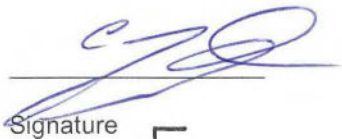
- Provision of a continuing high level of personal commitment to and distinguished achievement in a particular area of research or scholarship.
- Fostering the research of other groups and individuals within the organisational unit and more broadly within the institution.
- Development of research policy.
- Preparation of research proposal submissions to external bodies.
- Responsibility for the oversight of financial management of grants.
- The conduct of independent research in which the academic may provide leadership within a team and the preparation of conference and seminar papers and publications from that research.
- Supervision of research and administrative staff and other employees responsible to the Level E research-only academic.
- Making a distinguished personal contribution to the conduct of research at all levels.
- Management of large research projects or teams.
- Developing policy and being involved in administrative matters within the department or other comparable organisational unit and within the institution.
- Participating in community and professional activities related to the employee's disciplinary area, including involvement in commercial and industrial sectors where appropriate.
- Involvement in professional activities including, subject to availability of funds, attendance at conferences and seminars in the field of expertise.
- Occasional contributions to the teaching program within the field of the employee's research.
- Supervision of major honours or postgraduate research projects.
- Attendance at meetings associated with research or the work of the organisational unit to which the research is connected and/or departmental and/or Faculty meetings and a major role in planning and committee work.

Skill Base

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

Signed for and on behalf of:

University of New England

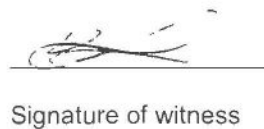

Signature

20-12-24
Date

Professor Chris Moran
Vice-Chancellor & CEO
University of New England
Full Name Authority to Sign

Address: University of New England, Elm Avenue, Armidale, NSW, 2351

Signed in the presence of:


Signature of witness

20-12-2024
Date

LISA BUCK
Full Name

Signed for and on behalf of:

National Tertiary Education Industry Union



20/12/2024

Signature

Date

Damien Cahill

General Secretary

Full Name

Authority to Sign

Address: 1/120 Clarendon Street, South Melbourne VIC 3205

Signed in the presence of:



20/12/2024

Signature of witness

Date

Renee Veal

Full Name

IN THE FAIR WORK COMMISSION

FWC Matter No.:
AG2024/5189

Applicant:
University of New England

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Professor Chris Moran, Vice Chancellor and Chief Executive Officer have the authority given to me by University of New England to give the following undertakings with respect to the *UNE Academic Staff Enterprise Agreement 2023 - 2026* ("the Agreement"):

1. A medically qualified full-time teaching and research academic employed in a full clinical department in a medical school and responsible for patient care at Level B will be paid at least the following rate of pay:

Classification	Salary
Level B - Base	\$110,379.00
Level B - B+1	\$112,770.00
2. Employees engaged as Tutors or Instructors in the English Language Centre will be engaged for a minimum of two hours on each occasion.

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.


Signature


Date