



# DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**The University of Western Australia**  
(AG2023/5137)

## **UWA PROFESSIONAL AND GENERAL EMPLOYEES ENTERPRISE AGREEMENT 2023**

Industries not otherwise assigned

DEPUTY PRESIDENT BEAUMONT

PERTH, 29 JANUARY 2024

*Application for approval of the UWA Professional and General Employees Enterprise Agreement 2023*

[1] The University of Western Australia (the **Applicant**) has made an application for the approval of an enterprise agreement known as the *UWA Professional and General Employees Enterprise Agreement 2023* (the **Agreement**). The application was made under s 185 of the *Fair Work Act 2009* (Cth) (the **Act**). The Agreement is a single enterprise agreement.

[2] The Applicant has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement.

[3] In compliance with s 190(4) of the Act, the bargaining representative's views regarding the undertakings proffered were sought. It was provided with the opportunity to raise and address any objections it had to the undertakings proffered by the Applicant. No objection was raised.

[4] Subject to the undertakings referred to above, and on the basis of the material contained in the application and accompanying declarations, I am satisfied that each of the requirements of ss 186, 187, 188, and 190 of the Act as are relevant to this application for approval have been met.

[5] The National Tertiary Education Industry Union (the **organisation**), being a bargaining representative for the Agreement, has given notice under s 183 of the Act that it wants the Agreement to cover it. In accordance with s 201(2), and based on the declaration provided by the organisation, I note that the organisation is covered by the Agreement.

[6] The Agreement was approved on 29 January 2024 and, in accordance with s 54, will operate from 5 February 2024. The nominal expiry date of the Agreement is 30 June 2025.



DEPUTY PRESIDENT

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## Annexure A

### IN THE FAIR WORK COMMISSION

**FWC Matter No.:**

AG2023/5137

**Applicant:**

The University of Western Australia

Section 185 – Application for approval of a single enterprise agreement

### Undertaking – Section 190

I, Fiona Keay, Director Human Resources, have the authority given to me by The University of Western Australia to give the following undertaking with respect to the UWA Professional and General Employees Enterprise Agreement 2023 (**Agreement**):

1. The University undertakes that, for the purposes of clause 33 of the Agreement, where a Shift Work Employee is required to work a non-rotating night shift, which under the *Higher Education Industry – General Staff – Award 2020 (Award)* would attract an overtime rate or shift penalty of 30%, the University will undertake a reconciliation exercise to ensure that the Agreement remuneration is better off overall than under the Award, or otherwise, pay the applicable Award rate plus 5%. The reconciliation referred to in this clause will be undertaken prior to a Shift Work Employee performing a non-rotating night shift.
2. The University undertakes that, for the purpose of clause 31 of the Agreement, where an Employee is required to regularly perform work outside of the Award span of hours, but within the Agreement span of hours, the University will undertake a reconciliation exercise to ensure that the Agreement remuneration is better off overall than under the Award, or otherwise, pay the applicable Award rate for hours worked outside the Award span (but within the Agreement span) plus 5%. The reconciliation referred to in this clause will be undertaken prior to an Employee performing work outside the Award span of hours.

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



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Signature

29 January 2024

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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.**



# **UWA Professional and General Employees Enterprise Agreement 2023**

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## PART A: PRELIMINARIES

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### 1 Title and Operation

- 1.1 This Agreement will be known as the UWA Professional and General Employees Enterprise Agreement 2023 (**Agreement**).
- 1.2 This Agreement will commence operation seven days after the Agreement is approved by the FWC (**Commencement Date**).
- 1.3 The nominal expiry date of this Agreement will be 30 June 2025 (**Nominal Expiry Date**). However, this Agreement will continue to operate beyond the Nominal Expiry Date unless and until it is replaced or terminated.
- 1.4 The parties will endeavour to commence negotiations for a replacement agreement no later than the Nominal Expiry Date of this Agreement, unless otherwise agreed.

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### 2 Application

- 2.1 This Agreement applies to:
  - (a) the University of Western Australia (**University**);
  - (b) the National Tertiary Education Industry Union (**NTEU**); and
  - (c) Employees of the University employed in the classifications contained in Schedule B of this Agreement.
- 2.2 This Agreement does not apply to:
  - (a) any employee of the University engaged in an executive position including but not limited to the Vice Chancellor, Senior Deputy Vice-Chancellor, Deputy Vice-Chancellors;
  - (b) Pro Vice-Chancellors, Deans and the University Librarian;
  - (c) persons employed by the University in Senior Management Positions under a common law fixed annual remuneration contract;
  - (d) persons employed by the University as an academic employee;
  - (e) persons employed by the University in teaching non-award English language courses;
  - (f) persons employed by the University principally in the operation of childcare facilities;
  - (g) persons employed by subsidiaries and related bodies corporate of the University; or
  - (h) persons principally employed in:
    - (i) the operation of theatrical and University Club venues used predominantly for commercial purposes;
    - (ii) production companies engaged in the production of theatrical, musical or other entertainment on a commercial basis;
    - (iii) the operation of Perth Festival; or

- (iv) the operation of UWA Sport.
- 2.3 This Agreement operates to the exclusion of any modern award or other industrial instrument. Legislation (including the NES) or University policy, procedures or guidelines referred to in this Agreement are not incorporated into the Agreement.
- 2.4 Notwithstanding clause 2.3 above, this Agreement will be read and interpreted in conjunction with the NES. Where there is an inconsistency between the Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

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### 3 Definitions

- 3.1 In this Agreement:

**Academic Year** means the timetable as set out for the relevant School or Section.

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

**Adult Apprentice** means an Employee who is 21 years of age or over at the time of signing the contract of training.

**Agreed Hours** means the regular pattern of ordinary hours worked by a Part-time Employee as agreed between the University and the Employee.

**Agreement** means the UWA Professional and General Employees Enterprise Agreement 2023.

**Afternoon Shift** means a shift commencing at or after 12pm and before 6:00pm.

**Annual Base Salary** means the applicable minimum salary rates for a Full-time Employee as provided in Schedule A.

**ATO** means Australian Taxation Office.

**Business Day** means a day that is not a Saturday, Sunday or Public Holiday.

**Casual Employee** has the meaning given by the Act.

**Close Relative** means a member of the Employee's Immediate Family or is related to the Employee according to Aboriginal or Torres Strait Islander kinship rules.

**CPI** means the All Purposes Consumer Price Index, for Australia for the annual movement to the March quarter.

**Director, Human Resources (DHR)** means the person occupying or acting in that position at the relevant time, or their nominee or delegate.

**Easter Tuesday** means the working day immediately following the Easter Monday Public Holiday gazetted by the *Public and Bank Holidays Act 1972 (WA)*.

**Employee** means all persons who are employed by the University and to whom this Agreement applies in accordance with clause 2.

**Employee Representative** means a NTEU representative or other person, other than a currently practising lawyer, chosen by the Employee to represent or support them in relation to matters arising under this Agreement.



**External Funding** means identifiable funding from a source external to the University, but not funding that is part of an operating grant from government, or funding comprised of payment of fees made by or on behalf of students.

**Family and Domestic Violence** has the same meaning as it does in the Act.

**Fixed Term Employment** means employment for a specified term or ascertainable period on either a full-time or part-time basis, in accordance with the terms of clause 8.

**FTE** means full-time equivalent.

**Full-time Employee** means an Employee who works an average of 37.5 ordinary hours per week.

**FWC** means the Fair Work Commission.

**Head** means the Head of School occupying or acting in that position at the relevant time or the head of the relevant business unit in which the Employee is engaged, or their nominee or delegate.

**Immediate Family** means:

- (a) a spouse (including former spouse), de facto partner (including former de facto partner), child (including foster child), parent (including foster parent), grandparent, grandchild or sibling of the Employee; or
- (b) a child (including foster child), parent (including foster parent), grandparent, grandchild or sibling of a spouse (including former spouse) or de facto partner (including former de facto partner) of the Employee.

**Manager** means a person employed or engaged by the University who has supervisory and/or managerial responsibilities in relation to one or more Employees, or their nominee or delegate.

**NES** means the National Employment Standards under the Act.

**Night Shift** means a shift commencing at or after 6:00pm and before 6:00am.

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

**Ongoing Contingent Funded Employment (OCFE)** means employment with limited term External Funding.

**Ordinary Hourly Rate** means the Employee's base hourly rate calculated by reference to the applicable Annual Base Salary provided in Schedule A for the corresponding level, calculated as follows:

$$\frac{\text{Annual Base Salary} / 52.16}{37.5} = \text{Ordinary Hourly Rate}$$

**Part-time Employee** means an Employee who is engaged to work ordinary hours of less than 37.5 ordinary hours per week.

**PGCC** means the Professional and General Employees Consultative Committee established in accordance with clause 53.

**Pre Translation Employee** means an Employee covered by this Agreement who was an Employee of the University as at 19 April 1994 and who has been continually employed by the University on an ongoing or fixed term capacity since that date.

**Public Holiday** means New Year's Day, Australia Day, Labour Day, Good Friday, Easter Sunday, Easter Monday, Anzac Day, Western Australia Day, King's Birthday, Christmas Day, Boxing Day and such other days as may be declared WA public holidays by the *Public and Bank Holidays Act 1972 (WA)*.

**Registered Health Practitioner** means a person registered under any applicable State or Territory legislation to practise a health profession, other than as a student, or that holds a non-practicing registration under any applicable State or Territory legislation in a health profession.

**Research Intensive Employee** means an Employee who is employed to perform work which is predominantly or exclusively research related.

**Salary Protection Point** means those identified steps in Schedule A that can only be accessed by Pre Translation Employees.

**Senior Deputy Vice-Chancellor (SDVC)** means the person holding or acting in the office of the SDVC of the University at the relevant time, or the SDVC's nominee or delegate.

**Senior Management Position** means any position with an Annual Base Salary that is at least 20% above the Annual Base Salary for Level 10 as set out in Schedule A.

**Special New Year's Day** means the working day immediately following the New Years' Day Public Holiday gazetted by the *Public and Bank Holidays Act 1972 (WA)*.

**Suitable Alternative Employment** means:

- (a) an alternative position provided to an Employee which:
  - (i) does not alter an Employee's ongoing status;
  - (ii) does not reduce an Employee's FTE;
  - (iii) has an Annual Base Salary not less than the Employee's existing position;
  - (iv) is commensurate with the duties and skills of the Employee's existing position; and
  - (v) has regard to qualifications, experience and competencies of the Employee provided that further reasonable training may be considered by the University; or
- (b) any other position as agreed between the University and Employee provided that salary maintenance in accordance with clause 63.5 is provided where appropriate.

**Supported Wage System** means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in the Supported Wage System Handbook.

**University** means The University of Western Australia constituted under the authority of the *University of Western Australia Act 1911 (WA)*.

**Vice-Chancellor (VC)** means the person holding or acting in the office of the VC of the University at the relevant time, or the VC's nominee or delegate.

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## **4 Aboriginal and Torres Strait Islander Employment**

- 4.1 The University acknowledges that its campuses are situated on Whadjuk Noongar land and Menang Noongar land and that Whadjuk Noongar and Menang Noongar people remain the spiritual and cultural custodians of their land, and continue to practise their values, languages, beliefs and knowledge.
- 4.2 The University is committed to the achievement of Aboriginal peoples' rights, aspirations and potential, and the recognition of Aboriginal and Torres Strait Islander knowledge, culture and values.
- 4.3 The University will continue to develop and implement an active and responsive long-term strategy, which will enrich and advance Aboriginal and Torres Strait Islander employment within the University.
- 4.4 The strategy will include an objective to achieve Aboriginal and Torres Strait Islander employment of 3% of FTE University Employees by the Nominal Expiry Date of the Agreement. On 2022 staffing figures this would equate to 103 FTE.
- 4.5 The University will report on any strategies developed or actions employed in relation to clause 4.3 to achieve the target in clause 4.4 at a meeting of the PGCC at least once every six months for the life of this Agreement. The University and the NTEU will seek to provide for appropriate Aboriginal and Torres Strait Islander Employee representatives to attend these particular meetings of the PGCC.
- 4.6 If it appears unlikely that the target in clause 4.4 will be met, the University or the NTEU may submit an agenda item for discussion at the PGCC regarding what factors may be adversely affecting the achievement of the target and what measures may be taken to progress towards the target. The implementation of the agreed measures shall be taken as compliance with clause 4.4.
- 4.7 For the avoidance of doubt, failure to achieve the target will not, of itself, be regarded as a breach of the Agreement.
- 4.8 The University will recognise the importance of cultural activities, such as NAIDOC week, for Aboriginal and Torres Strait Islander Employees and support their participation in these activities as legitimate employee development.
- 4.9 Aboriginal and Torres Strait Islander Employees will receive an additional four days paid Cultural Leave in each calendar year to participate in activities of an Aboriginal and Torres Strait Islander cultural and ceremonial nature. The four days paid Cultural Leave provided for in this clause is in addition to the entitlement to three days paid Cultural Leave provided for in clause 39.11 – Cultural Leave.
- 4.10 Leave provided under this clause does not accumulate from year to year.

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## **5 Freedom of Speech**

- 5.1 The objects of this clause are to recognise that freedom of lawful speech of Employees is of paramount value to the University and not unnecessarily burdened by restrictions other than those imposed by law, consistent with reasonable and proportionate regulation of conduct to enable the University to fulfill its duty to foster the wellbeing of staff and students and set out in this clause.
- 5.2 For the purposes of this clause, the following definitions will apply:

- (a) **Academic freedom** comprises of the following elements:
  - (i) the freedom of academic staff to teach, discuss, and research and to disseminate and publish the results of their research;
  - (ii) the freedom of academic staff to engage in intellectual inquiry, to express their opinions and beliefs, and to contribute to public debate, in relation to their subjects of research;
  - (iii) the freedom of academic staff to express their opinions in relation to the higher education provider in which they work; and
  - (iv) the freedom of academic staff to participate in professional or representative academic bodies.
- (b) **Academic staff** means all those who are employed by the University to teach and/or carry out research and extends to those who provide, whether on an honorary basis or otherwise, teaching services and/or conduct research at the University.
- (b) **Imposed by law** in relation to restrictions or burdens or conditions on a freedom includes restrictions or burdens or conditions imposed by statute law, the common law (including the law of defamation), duties of confidentiality, restrictions deriving from intellectual property law and restrictions imposed by contract.
- (c) **Speech** extends to all forms of expressive conduct including oral speech and written, artistic, musical and performing works and activity and communication using social media; the word 'speak' has a corresponding meaning.
- (d) **Staff** for the purposes of this clause includes all Employees of the University whether full-time or part-time and whether academic or professional staff.
- (e) **The duty to foster the wellbeing of staff and students:**
  - (i) includes the duty to ensure that no member of staff and no student suffers unfair disadvantage or unfair adverse discrimination on any basis recognised at law including race, gender, sexuality, religion and political belief;
  - (ii) includes the duty to ensure that no member of staff and no student is subject to threatening or intimidating behaviour by another person or persons on account of anything they have said or proposed to say in exercising their freedom of speech;
  - (iii) supports reasonable and proportionate measures to prevent any person from using lawful speech which a reasonable person would regard, in the circumstances, as likely to humiliate or intimidate other persons and which is intended to have either or both of those effects; and
  - (iv) does not extend to a duty to protect any person from feeling offended or shocked or insulted by the lawful speech of another.
- (f) **Unlawful** means in contravention of a prohibition or restriction or condition imposed by law.

5.3 Every Employee enjoys freedom of speech exercised on University land or in connection with the University subject only to restraints or burdens imposed by:

- (a) law;

- (b) the reasonable and proportionate regulation of conduct necessary to the discharge of the University's teaching and research activities;
  - (c) the right and freedom of others to express themselves and to hear and receive information and opinions;
  - (d) the reasonable and proportionate regulation of conduct to enable the University to fulfil its duty to foster the wellbeing of students and staff; and
  - (e) the reasonable and proportionate regulation of conduct necessary to enable the University to give effect to its legal duties including its duties to visitors to the University.
- 5.4 Subject to reasonable and proportionate regulation of the kind referred to in clause 5.3, an Employee's lawful speech on the University's land or in connection with a University activity shall not constitute misconduct nor attract any penalty or other adverse action by reference only to its content; nor shall the freedom of academic staff to make lawful public comment on any issue in their personal capacities be subject to constraint imposed by reason of their employment by the University.
- 5.5 Every member of academic staff enjoys academic freedom subject only to prohibitions, restrictions or conditions imposed by:
- (a) law;
  - (b) the reasonable and proportionate regulation necessary to the discharge of the University's teaching and research activities;
  - (c) the reasonable and proportionate regulation necessary to discharge the University's duty to foster the wellbeing of students and staff;
  - (d) the reasonable and proportionate regulation to enable the University to give effect to its legal duties; and
  - (e) the University by way of its reasonable requirements as to the courses to be delivered and the content and means of their delivery.
- 5.6 The exercise by a member of academic staff of academic freedom, subject to the above limitations, shall not constitute misconduct nor attract any penalty or other adverse action.

## **PART B: CONTRACT OF SERVICE**

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### **6 Contracts of Employment**

#### ***Types of Employment***

- 6.1 Employees may be engaged on one or more of the following bases of employment:
- (a) ongoing;
  - (b) fixed term;
  - (c) ongoing contingent funded; and/or
  - (d) casual.
- 6.2 Employees, excluding Casual Employees, will be advised in writing of:
- (a) the title of the position;

- (b) the terms of their engagement, including whether they are engaged on a full-time or part-time basis;
- (c) if the position is part-time, it will specify the FTE equivalent and the Agreed Hours;
- (d) the salary range applicable for the position;
- (e) the commencing Annual Base Salary or Ordinary Hourly Rate as applicable;
- (f) whether the position is ongoing or fixed term, in which case it will specify the term for which the position is being offered and the basis for the fixed term engagement in accordance with clause 8;
- (g) any probationary period applicable; and
- (h) whether the position is subject to External Funding, including if the Employee is engaged under an OCFE contract and the consequences for continued employment if the External Funding is withdrawn or expires.

### ***Part-time Employees***

- 6.3 The entitlements in this Agreement will apply on a *pro rata* basis to Part-time Employees on the basis of their Agreed Hours compared with Full-time employment hours, unless otherwise provided in this Agreement.
- 6.4 Where a Part-time Employee works in excess of their Agreed Hours, they will receive their Ordinary Hourly Rate for those hours in excess, subject to clause 6.5.
- 6.5 Where a Part-time Employee works in excess of 7.5 hours per day or 37.5 hours per week, they will receive overtime in accordance with clause 35.5.
- 6.6 The University must provide the Part-time Employee with at least two Business Days prior notice of any variation to the Employee's ordinary working hours. In cases where the required notice is not provided and the Employee's ordinary working hours are varied, the additional hours worked will be paid at overtime rates in accordance with clause 35.5.

### ***Multiple Contracts of Employment***

- 6.7 Employees will not be engaged on more than one of the bases of employment unless the positions are sufficiently distinct and under separate employment contracts.
- 6.8 Where an Employee is engaged under more than 1 contract of employment, the Employee's ordinary hours of employment must not exceed 1 FTE in total.

### ***Duties***

- 6.9 Employees may be directed to carry out such reasonable duties as are within their range of skills, qualification(s), competence and training.

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## **7 Ongoing Employment**

- 7.1 An ongoing Employee has an indefinite period of employment.
- 7.2 Ongoing employment may be on a full-time or part-time basis.

### ***Academic Year Employment***

- 7.3 The University may engage Employees in ongoing Academic Year appointments.
- 7.4 Under an Academic Year appointment, the Employee will:

- (a) perform work during the Academic Year and take unpaid leave for the balance of the year;
  - (b) receive an annualised salary calculated on a *pro rata* basis in the proportion of the hours worked over the year; and
  - (c) accrue leave entitlements on a *pro rata* basis in the proportion of the hours worked over the year.
- 7.5 An Employee on an Academic Year appointment will be entitled to overtime rates in accordance with clause 35 to be based on the applicable Annual Base Salary for that classification.
- 7.6 No Employee will be required to convert to an Academic Year appointment; however, nothing precludes an Employee from requesting this form of employment.
- 7.7 Prior to advertising positions on this basis, it will be necessary for the University to demonstrate that the duties of the vacant position are closely linked to commitments of the Academic Year or activities which are predominantly student driven.
- 

## 8 Fixed Term Employment

- 8.1 The following circumstances do not constitute breaks in service for the purposes of Fixed Term Employment.
- (a) breaks between Fixed Term Employment of up to six weeks in a continuous period and up to two times in any 12 month period will not constitute breaks in service but will not count for service;
  - (b) periods of approved leave without pay will not constitute breaks in service but will not count for service ; and
  - (c) casual employment with the University will not constitute breaks in service nor count for service other than for long service leave purposes.
- 8.2 The use of Fixed Term Employment will be limited to work that comes within the description of one or more of the following:
- (a) **Specific task or project:** a definable work activity which has a starting time and which is expected to be completed within an anticipated timeframe.
  - (b) **Research:** where an Employee is engaged on research only functions for a fixed term period not exceeding five years.
  - (c) **External funding:** where the position is funded by identifiable External Funding.
  - (d) **Replacement Employee:** where an Employee is engaged for the purpose of replacing, either directly or indirectly, an Employee on leave, acting or seconded to duties away from their usual area of employment.
  - (e) **Recent professional practice required:** fixed term employment not exceeding two years where a curriculum requires that the person who performs the work has recent practical or commercial experience.
  - (f) **Pre-retirement:** where an Employee declares an intention to retire, a fixed term contract not exceeding five years may be offered.
  - (g) **Student:** where the University offers a fixed term contract to a person who is enrolled as an undergraduate or postgraduate student of the University

provided that the fixed term employment expires at the end of the academic year in which the person ceases to be a student.

- (h) **Uncertainty over future requirements:** where there is uncertainty over future requirements, such as where all or part of the University is undergoing, or is about to undergo, organisational change, or where a new course is being developed and implemented.
- (i) **Fill a vacancy on a temporary basis:** where an Employee is engaged for a limited period of up to 6 months (with the possibility of an extension for a further period as agreed between the parties) to replace an Employee who has resigned or retired, where the position is pending advertisement and appointment, or for a new position. Fixed Term Employment under this category does not have to be at the same level as the position pending advertisement.

8.3 An Employee in Fixed Term Employment may apply for conversion to ongoing status provided that the following requirements are met:

- (a) the Employee has completed at least 12 months continuous service;
- (b) the Employee is on a second or subsequent fixed term contract;
- (c) the Employee was employed through a competitive selection process; and
- (d) the Employee has successfully completed a staff appraisal.

The University may refuse conversion on reasonable grounds.

8.4 The right of an Employee in Fixed Term Employment to apply for conversion to ongoing status under clause 8.3 is separate and distinct from any rights of Casual Employees to convert to ongoing employment as set out in the Act or other applicable industrial instruments.

8.5 Where the University has made a decision to continue or extend a position, or continue or extend a position with the same or substantially similar duties, the Employee in the Fixed Term Employment will be offered further Fixed Term Employment in that position. An offer of further employment is made subject to the Employee:

- (a) having been employed through a competitive and open selection process; and
- (b) having performed satisfactorily in the position.

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## 9 Ongoing Contingent Funded Employment

9.1 An OCFE appointment may be on a full-time or part-time basis.

9.2 A Fixed Term Employee may be appointed to an OCFE contract where they:

- (a) are engaged as a Research Intensive Employee;
- (b) are a minimum of 0.5 FTE;
- (c) have been employed continuously by the University for at least three years;
- (d) are to be appointed to their second or subsequent consecutive contract; and
- (e) are employed on a current research project.

9.3 If the funding is no longer available to cover an Employee's salary under an OCFE contract, the Employee may apply to transfer to a safety net scheme for a maximum



of 12 months. A safety net scheme enables the Employee to continue in their current role and the University pays the Employee their same salary and entitlements for a maximum of 12 months.

- 9.4 On expiry of a safety net scheme period under clause 9.3, the Employee will:
- (a) be appointed on a new OCFE contract if funding has become available; or
  - (b) have their employment terminated in accordance with clause 61.
- 9.5 The provisions of:
- (a) clause 8 – Fixed Term Employment; and
  - (b) clause 63 – Redundancy,
- do not apply to Employees appointed on an OCFE contract.

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## 10 Casual Employment

- 10.1 Casual Employees will be paid the Ordinary Hourly Rate for the classification in which they are employed plus a casual loading of 25% (**Casual Loading**).
- 10.2 The Casual Loading is paid to compensate the Casual Employee for not having an entitlement to:
- (a) paid annual leave, paid personal/carer's leave, payment for Public Holidays not worked, paid parental leave and redundancy pay that arises under the NES or prescribed by the Act or this Agreement; and/or
  - (b) any other benefits directly available to non-casual Employees.
- 10.3 Where a Casual Employee is entitled to overtime payments under this Agreement, they will receive the greater of the applicable overtime or penalty rate or the Casual Loading, but not both.
- 10.4 The minimum engagement for a Casual Employee not covered by clauses 10.5 is three hours per day.
- 10.5 The minimum engagement for a Casual Employee who is a student of the University is one hour.
- 10.6 Casual Employees are required to complete a three hour paid casual induction training on or as soon as practicable after first commencing casual employment.

### ***Use of casual employment***

- 10.7 For the life of this Agreement, casual employment at the University will not exceed 8.8% of all staff FTE, measured using the Higher Education Staff Reporting FTE data published annually by the Commonwealth Government.
- 10.8 If, based on the Higher Education Staff Reporting FTE data published by the Commonwealth Government, the use of casual employment exceeds the level set out in clause 10.7, the PGCC will (at the next meeting of the PGCC) consider and discuss the factors that may be impacting the use of casual employment and what measures can be taken to reduce the use of casual employment below the level set out in clause 10.7. The implementation of the agreed measures shall be taken as compliance with clause 10.7.
- 10.9 For the avoidance of doubt, exceeding the level of casual employment set out in clause 10.7 will not, of itself, be regarded as a breach of this Agreement.

### ***Offers and requests for casual conversion***

- 10.10 Offers and requests for conversion from casual employment to full-time or part-time ongoing employment are provided for in the NES.

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## **11 Probation**

- 11.1 Employees appointed on an ongoing contract or engaged in Fixed Term Employment for a fixed term of 12 months or more or under an OCFE contract will be engaged on a probationary period of up to six months.
- 11.2 An Employee engaged in Fixed Term Employment for a fixed term of less than 12 months may be engaged on a reasonable probationary period.
- 11.3 Before expiry of the probationary period, the University may:
- (a) confirm the employment;
  - (b) subject to clause 11.4, provide notice of termination of the employment; or
  - (c) where applicable, extend the period of probation for a further period (or periods) not exceeding six months.
- 11.4 Where the University is intending to terminate the employment of an Employee on, or prior to, the expiry of the period of probation, the Employee will be advised in writing and will be given an opportunity to respond to any adverse material that the University intends to take into account in making the decision.
- 11.5 The probationary period will be waived for any second or subsequent fixed term contract of a Fixed Term Employee in circumstances where any break in service does not exceed six weeks. This waiver is not applicable if the second or subsequent fixed term contract involves significantly different duties from the immediately preceding fixed term contract.

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## **12 Workloads**

- 12.1 The University acknowledges the importance of a balance between working life and family/social responsibilities.
- 12.2 Managers will allocate workload ensuring that:
- (a) the workload is fair, reasonable, equitable and manageable taking into account the Employee's working hours (which includes Ordinary Hours and any reasonable additional overtime);
  - (b) workload needs to be within the scope of position descriptions; and
  - (c) the workload of each Employee should be clearly understood.
- 12.3 Managers are responsible for allocating workloads in accordance with the terms of this Agreement.
- 12.4 Where an Employee has (or group of Employees have) concerns regarding their workload, they may request a workload review by their Manager. The Manager will consider the concerns and provide the Employee with details of their consideration in writing within a period of ten Business Days. Where a group of Employees raise concerns regarding their workloads, the matter will be dealt with in a timely manner and an estimated timeframe will be communicated to the group.

- 12.5 Factors that should be considered when assessing whether a workload is unreasonable include, where relevant:
- (a) the ongoing need to work excessive hours;
  - (b) inability to clear accrued leave;
  - (c) nature of the work;
  - (d) work patterns;
  - (e) environment in which work is performed;
  - (f) volume of work;
  - (g) Employee turnover;
  - (h) level of Employee performance;
  - (i) work health and safety; and
  - (j) distribution of tasks within a team or work unit.
- 12.6 Should the Employee(s) not find the outcome to be reasonable, the Employee(s) may refer the matter to the Head for resolution.
- 12.7 The Head or nominee will respond to the Employee in writing within a reasonable timeframe with their decision and if any changes are considered then also the relevant timeframe for implementation.
- 12.8 Where a workload issue is not satisfactorily resolved pursuant to this clause the Employee may use the Dispute Procedure in clause 65 to attempt to resolve the issue.

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### **13 Offshore Work**

- 13.1 For the purposes of this clause **Offshore Work** will mean work performed outside of Australia requiring an Employee to undertake duties within the scope of their normal role.
- 13.2 An Employee may be directed to perform Offshore Work where Offshore Work is a genuine requirement of the position.
- 13.3 Where an Employee is not required to perform Offshore Work as a specific condition of employment, the University may request that the Employee perform Offshore Work for a specified period or task. An Employee may reasonably refuse such a request. Grounds for reasonable refusal include but are not limited to family responsibilities, prior personal or professional commitments, and education commitments.
- 13.4 Employees directed to perform Offshore Work will be reimbursed for actual reasonable expenses incurred in accordance with University policy.
- 13.5 Except in the case of an emergency, two weeks notice will be given to an Employee prior to any period of Offshore Work.
- 13.6 This clause does not apply to the following:
- (a) requests by an Employee to perform Offshore Work for a specified period or task. Such tasks will include but are not limited to attendance at conferences, seminars and workshops, consultancy, field trips for the purpose of research and scholarship and representing the discipline at international scholarly committees or associations; and

- (b) absences related to professional development.

## **PART C: CLASSIFICATIONS AND REMUNERATION**

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### **14 Classifications**

- 14.1 All Employee positions are classified according to the classification descriptors set out in Schedule B.
- 14.2 Where a Manager or Employee is of the view that the University's requirements and responsibilities of a position are no longer in accordance with the level as defined by the classification descriptors, the Manager or Employee may apply for reclassification of the Employee's position.
- 14.3 Applications for reclassification may be made once only in every 12 month period.
- 14.4 Reasonable timeframes will be adhered to throughout the reclassification process. On receipt of an application for reclassification, Human Resources will advise the applicant when the review will occur and assess the application against the classification descriptors.
- 14.5 Applicants may be asked to provide further information in support of reclassification applications.
- 14.6 Once the reclassification application has been assessed by Human Resources, an assessment will be made by Human Resources which will either:
  - (a) support the application;
  - (b) recommend a different classification than the requested classification in the application, provided that the different classification is not lower than the current classification of the position; or
  - (c) not support the application.
- 14.7 Human Resources will communicate the decision to the applicant with written reasons for the decision.
- 14.8 Successful reclassifications will be applicable from the first pay period after the receipt of the application.
- 14.9 The Employee may appeal the reclassification decision to the DHR within 10 Business Days of receipt of the classification application outcome.
- 14.10 Appeals will be reviewed by the DHR and determination made within three months of the appeal being received.
- 14.11 The University retains the right to determine:
  - (a) the title and/or classification of any new or vacant positions;
  - (b) the title and/or organisational structure for any current position and/or groups of positions; and
  - (c) the criteria for appointment or promotion to any positions and/or groups of position.
- 14.12 Changes to an Employee's current position description will be done in consultation with the Employee who currently occupies that position.

14.13 Except for clause 14.1, this clause does not apply to Casual Employees.

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## **15 Remuneration and Salary Packaging**

- 15.1 Employees will be paid in accordance with the Annual Base Salary or Ordinary Hourly Rate (plus Casual Loading if applicable).
- 15.2 Apprentices will be paid the applicable percentages in the *Higher Education Industry - General Staff Award - 2020* applied to the rate of a Level 3.1 under this Agreement.
- 15.3 However, an Adult Apprentice will be paid at the rate of a Level 1.1 or the applicable percentage in the *Higher Education Industry - General Staff Award - 2020* applied to the rate of a Level 3.1 under this Agreement, whichever is higher.
- 15.4 Students of the University employed as Casual Employees in the University library to perform general clerical and library functions will receive 80% of the Ordinary Hourly Rate for a Level 2.1.

### ***Salary Packaging***

- 15.5 The University and an Employee may agree to enter into a salary packaging agreement.
- 15.6 Under a salary packaging agreement, the Employee and University agree to reduce the minimum Annual Base Salary payable in order to provide a package comprised of a reduced salary and packaged items.
- 15.7 Where a salary packaging agreement is in place, the Annual Base Salary that would otherwise be payable will be used as the basis for calculating the following entitlements:
- (a) higher duties allowance;
  - (b) leave loading;
  - (c) payment of leave on termination;
  - (d) redundancy payments;
  - (e) early retirement payments;
  - (f) overtime (including commuted overtime); and
  - (g) shift work.
- 15.8 The reduced Annual Base Salary payable under the salary packaging agreement will be paid during all forms of paid leave.
- 15.9 Salary packaging is not available to Casual Employees.

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## **16 Training Rate**

- 16.1 Training arrangements and salaries for trainees will be at least those in *Higher Education Industry - General Staff Award - 2020* which would apply but for the application of this Agreement.
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## **17 Supported Wage System**

- 17.1 Nothing in this Agreement will prevent the full operation of the Supported Wage System.
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- 17.2 An Employee covered by the Supported Wage System will be paid the greater of \$87 per week or a percentage of the Ordinary Hourly Rate for the class of work they are performing which corresponds to the assessed percentage of capacity (10-90%). A high degree of assistance and support will be provided to Employee's whose assessed capacity is 10%.

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## **18 Payment of Salary**

- 18.1 Employees will be paid fortnightly by electronic funds transfer to an acceptable financial institution nominated by the Employee.
- 18.2 The University may deduct from an Employee's fortnightly pay (or any monies owing to the Employee by the University) any amount it is authorised or required to deduct in accordance with the Act, including any amount provided for by this Agreement.
- 18.3 Subject to clause 18.2, the University will pay an Employee all amounts that are due to the Employee under this Agreement or the NES no later than 14 days after the day on which their employment terminates.

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## **19 Management of Overpayments**

- 19.1 Where it can be proved that an Employee has been provided with payment and/or monetary entitlements to which the Employee was not entitled, the University may recover the overpayment from the Employee at the earliest opportunity.
- 19.2 As soon as practicable the University will inform the Employee of any overpayment providing:
- (a) the circumstances of the overpayment;
  - (b) the amount to be repaid; and
  - (c) options available for repayment including periodical and lump sum repayments.
- 19.3 The University and the Employee may then agree to the proposed recovery arrangement.
- 19.4 An Employee may apply to the DHR in writing requesting a variation to the recovery arrangement.
- 19.5 If no agreement is made within two pay periods from notification of the overpayment, the Employee authorises the University to recover the overpayment through salary deduction;
- (a) in full in the next available pay period in instances where the amount is up to 20% of the total net amount payable to the Employee in that pay period; or
  - (b) in instalments equivalent to 20% of the total net amount payable to the Employee in that pay period, from the next available pay period, until the amount is repaid.
- 19.6 Where an Employee is leaving the University, the University will deduct the overpayment amount in full from the Employee's final payment on termination, where it is not unreasonable to do so.
- 19.7 This clause does not preclude the University's legal right to pursue recovery of any outstanding monies from Employees.

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## **20 Incremental Progression**

- 20.1 At the end of each 12 months continuous service, an Employee will be eligible for progression from one step to the next within a level unless the Employee is or has been subject to a performance management process in accordance with clause 51 within the previous 12 months.
- 20.2 Where the University decides to defer payment of an increment to an Employee, any subsequent approval of payment of an increment will be effective from the date of approval. Following this, future increments will become due on the original due date (as if the deferral had not occurred).
- 20.3 The DHR may approve accelerated increments where it can be demonstrated that an Employee has performed in an exceptional manner.

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## **21 Salary Progression**

- 21.1 Salary progression may only occur in accordance with this clause, except where a reclassification occurs in accordance with clause 14.
- 21.2 This clause does not apply to Casual Employees.

### ***Level 1 Employees***

- 21.3 Employees appointed to Level 1 will have access to progression to Level 2 without promotion to a higher position where they:
- (a) have achieved skills through training and/or experience to warrant such progression; and
  - (b) perform duties which require the skill levels at Level 2, for a period of at least 12 months.

### ***Salary Progression Allowance***

- 21.4 An Employee engaged in Fixed Term Employment or ongoing employment who is classified between Levels 2 to 9 (inclusive) may apply for a salary progression allowance provided they:
- (a) have been at the top of the salary range or at the Salary Protection Point of the substantive level held for a minimum period of 12 months; and
  - (b) are not subject to unsatisfactory work performance or misconduct procedures.
- 21.5 The allowance is effective from the beginning of the first pay period on or after formal receipt of the application by Human Resources.
- 21.6 The salary progression allowance is the difference between the Employee's current salary and the first incremental step of the next highest classification level. However, where an Employee is currently paid at a Salary Protection Point that is greater than the first incremental step of the next classification level, the allowance is the difference between the Salary Protection Point and the first incremental step within the next highest classification that is greater than the Salary Protection Point.
- 21.7 Salary progression allowances will be reviewed annually and may be increased by annual increments to the penultimate point of the level to which progression has been approved.
- 21.8 Payment of the salary progression allowance is subject to ongoing excellent performance and/or ongoing requirement for additional duties.

21.9 The salary progression allowance is paid during periods of paid leave.

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## 22 Superannuation

22.1 For the purposes of this clause:

- (a) **Minimum SG Contribution** means such superannuation contributions required to be made to a superannuation fund for the benefit of an Employee as will avoid the University being required to pay the superannuation guarantee charge under Superannuation Legislation with respect to that Employee.
- (b) **Superannuation Salary** means the applicable rate of salary or remuneration payable to an Employee expressed as an annual rate. Superannuation Salary includes:
  - (i) the payments as provided in Schedule A;
  - (ii) any allowance which is taken into account for the purposes of calculation of superannuation entitlements; and
  - (iii) payments (including but not limited to workers' compensation or similar payment) which are paid to or in respect of an Employee under applicable legislation or this Agreement, instead of salary;but does not include,
  - (iv) overtime;
  - (v) other payments or emoluments of a special nature; or
  - (vi) superannuation contributions.
- (c) **Superannuation Legislation** means the *Superannuation Guarantee (Administration) Act 1992* (Cth) and the *Superannuation Guarantee Charge Act 1992* (Cth) and any additional or replacement legislation (including regulations made under such legislation).
- (d) **UniSuper** means the registrable superannuation entity known as UniSuper (RSE R1001716).
- (e) **UniSuper Trust Deed** means the consolidated trust deed governing UniSuper as at 9 May 2022 (and any amendments from time to time).

22.2 The University's preferred fund is UniSuper. The University will make superannuation contributions in respect of the Employee to a superannuation fund determined in accordance with Superannuation Legislation. Where an Employee who commences Employment on or after the date of this Agreement does not choose an eligible choice fund in accordance with Superannuation Legislation, or the University is not otherwise required by Superannuation Legislation to make superannuation contributions to an alternative fund, the University will make contributions to UniSuper.

22.3 The University will make employer superannuation contributions at the following rates:

- (a) 17% of Superannuation Salary for Employees engaged on an ongoing contract, OCFE contract or Fixed Term Employment provided this is not less than the Minimum SG Contribution; and
- (b) the Minimum SG Contribution for Casual Employees.



- 22.4 The University may, at the request of the Employee, agree to reduce the contribution rate set out in clause 22.3(a) to the Minimum SG Contribution in return for an increase to the Employee's earnings, provided that:
- (a) the reduction is permitted by law, the UniSuper Trust Deed and UniSuper's participation agreement with the University; and
  - (b) the reduction will not cause the University to become liable to pay the superannuation guarantee charge under the Superannuation Legislation with respect to the Employee; and
  - (c) any increase to the Employee's earnings is adjusted to take into account any additional superannuation contributions that the University is required to make in respect of the increase to the Employee's earnings such that the total amount of the Employee's earnings and employer superannuation contributions (i.e. the Employee's total remuneration package) remains unchanged.

## **PART D: ALLOWANCES**

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### **23 First Aid**

- 23.1 An Employee who is a current holder of an appropriate first aid qualification and who is appointed by the University to act as a first aid officer will be paid an allowance of \$14.49 per week.
- 23.2 These allowances will be varied on the first full pay period on or after 1 July of each year for the nominal life of the Agreement in accordance with CPI.

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### **24 Meal Allowance**

- 24.1 Where an Employee is directed to work two or more hours of overtime and that overtime is worked at a location other than their own residence, they are entitled to a meal allowance of \$19.00.
- 24.2 This allowance will be varied on the first full pay period on or after 1 July of each year for the nominal life of the Agreement in accordance with CPI.

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### **25 Uniforms and Protective Clothing**

- 25.1 Where an Employee is required to wear protective clothing or a uniform, the University will supply three sets of the clothing. The clothing remains the property of the University.
- 25.2 Employees are responsible for the care and maintenance of the clothing, except when they handle infectious and/or hazardous materials.
- 25.3 Where loss or damage to the clothing occurs as a result of neglect or misuse, the Employee authorises the University to deduct the replacement cost from the Employee's pay.
- 25.4 Where clothing is damaged through reasonable wear and tear, the University will replace the clothing and no deduction from the Employee's pay will be made.

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## **26 On Call Allowance**

- 26.1 On call is where an Employee is directed by the University to be immediately contactable by phone to return to work outside of the Employee's ordinary hours of work or Agreed Hours, in the case of a part-time Employee. The direction must be recorded and communicated in writing to the Employee.
- 26.2 An Employee will be paid an on call allowance for each hour or part thereof that they are required to be on call in accordance with a direction made under 26.1.
- 26.3 An Employee is not entitled to receive an on call allowance when they are in receipt of an Availability Allowance in accordance with clause 27.
- 26.4 The on call allowance is 18.75% of the Level 4.1 Ordinary Hourly Rate.
- 26.5 If the Employee is recalled for duty, they will cease to be paid the on call allowance and will be paid for their travel time and time worked at the appropriate overtime rate in accordance with clause 35 from the point they are recalled to duty.
- 26.6 Shift Work Employees and Security Employees who are engaged on shift work in accordance with clause 32 are not entitled to an on call allowance.
- 26.7 Where an Employee is not on call but is otherwise directed to return to duties to meet an emergency without notice and does return to duty, they will be paid three hours of on call allowance plus the relevant overtime rates prescribed in clause 35. The direction must be recorded and communicated in writing to the Employee.
- 26.8 The University may require the Employee to provide evidence of the relevant written direction in order to be paid the on call allowance in accordance with clause 26.2 or the payment in accordance with clause 35.
- 26.9 This clause does not apply to Casual Employees.

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## **27 Availability Allowance**

- 27.1 Where clause 26 does not apply, an availability allowance is payable for each hour or part thereof that an Employee is directed by the University to be contactable and able to return to duty within three hours outside of the Employee's ordinary hours of work or Agreed Hours, in the case of a part-time Employee. The direction must be recorded and communicated in writing to the Employee.
- 27.2 An Employee is not entitled to an availability allowance when they are receipt of an on call allowance in accordance with clause 26.
- 27.3 The availability allowance is 9.5% of the Level 4.1 Ordinary Hourly Rate.
- 27.4 If the Employee is recalled for duty, they will cease to be paid the availability allowance and will be paid for their travel time and time worked at the appropriate overtime rate in accordance with clause 35 from the point they commence travelling to return to duty or actually return to duty, whichever is the earlier.
- 27.5 The University may require the Employee to provide evidence of the relevant written direction in order to be paid the availability allowance in accordance with clause 27.1.
- 27.6 This clause does not apply to Casual Employees.

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## **28 Campus Management Allowances**

- 28.1 This clause only applies to Employees engaged within Campus Management.

### **Spray Application Allowance**

- 28.2 A painter who is directed to work on spray applications that are not carried out in a booth approved by the Department of Commerce will be paid an allowance of \$0.84 per hour or part thereof for such work.

### **Toxic Substances Allowance**

- 28.3 An Employee required to use hazardous solvent based adhesives will be paid an allowance of \$0.60 per hour while using such substances.

### **Asbestos Allowance**

- 28.4 An Employee who is required to remove or neutralise materials containing asbestos will be paid an allowance of \$1.20 per hour while undertaking such work.

### **Dirty Work Allowance**

- 28.5 An Employee engaged in maintenance work (inclusive only of carpenters, joiners and painters) and Employees who are a qualified tradesperson (excluding plumbers) where an employee and their Manager agree that the work is of an unusually dirty or offensive nature (including in circumstances where the Employee's clothes become excessively dirty) will be paid an allowance of \$0.60 per hour while undertaking such work.
- 28.6 These allowances will be varied on the first full pay period on or after 1 July of each year for the nominal life of the Agreement in accordance with CPI.

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## **29 Personal Vehicle Use**

- 29.1 Where an Employee is directed or authorised to use their own vehicle in the course of their duties, they will be reimbursed in accordance with University policy.

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## **30 Higher Duties Allowance**

- 30.1 Higher duties allowance is payable where an Employee is:
- (a) classified Level 3 or above;
  - (b) is requested to perform the duties of a higher level position (**Higher Position**) and accepts that request; and
  - (c) performs the full duties of the Higher Position for five or more consecutive working days.
- 30.2 The higher duties allowance is an allowance equal to the difference between the Ordinary Hourly Rate of the Employee's substantive classification and the Ordinary Hourly Rate of the classification of the Higher Position.
- 30.3 Where an Employee is directed to perform a portion of the duties of the Higher Position they will receive the higher duties allowance on a *pro rata* basis.
- 30.4 Where the duties of the Higher Position are shared between two or more Employees, the DHR will determine the higher duties allowance to be paid to each Employee.
- 30.5 Where an Employee is receiving a higher duties allowance for 12 months or more they will receive incremental progression relevant to the higher position.

- 30.6 Where an Employee who has been receiving higher duties allowance for a continuous period of 12 months or more goes on a period of paid leave for four weeks or less they will continue to receive the allowance.
- 30.7 Where an Employee who has been receiving higher duties allowance for a continuous period of less than 12 months goes on a period of paid leave for four weeks or less they will continue to receive the allowance if:
- (a) no other Employee acts in the Higher Position in their absence; and
  - (b) they resume the Higher Position immediately after returning from leave.
- 30.8 Where an Employee who has been receiving higher duties allowance goes on a period of leave greater than four weeks they cease to receive the allowance for the duration of the leave period.

## **PART E: HOURS OF WORK**

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### **31 Ordinary Hours**

- 31.1 This clause 31 does not apply to Security Employees or Shift Work Employees.
- 31.2 The maximum ordinary hours of work will be 37.5 per week and will be worked:
- (a) Monday to Friday;
  - (b) in no more than 7.5 hours per day (exclusive of meal breaks); and
  - (c) between the hours of 6:00am and 8:30pm.
- 31.3 The daily span of hours for cleaning and gardening Employees will be 6:00am to 6:00pm. By agreement between the University and a cleaning or gardening Employee, the span of ordinary hours may commence at 5:00am. Where such agreement is made, the hours worked will not constitute a shift and the provisions of clause 33 will not apply.
- 31.4 The University and an Employee may agree to vary the ordinary hours in accordance with:
- (a) clause 56 – Individual Flexibility Agreement;
  - (b) clause 57 – Flexible Working Hours Arrangement
  - (c) clause 58 – Requesting Flexible Working Arrangements; and
  - (d) clause 34 – Annualised Hours Arrangement.
- 31.5 Employees will be provided at least four weeks notice of a variation to the hours they normally work, following consultation in accordance with clause 55, unless the Employee agrees to a shorter notice period.
- 31.6 Employees are entitled to an unpaid meal break of at least 30 minutes but not exceeding 60 minutes after not more than five consecutive hours' work, except where otherwise agreed between the Employee and the University to meet operational requirements.

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## 32 Shift Work: Security Employees

- 32.1 This clause only applies to security employees engaged in shift work (**Security Employees**).
- 32.2 The ordinary hours of work for Security Employees engaged in shift work are 300 hours within any eight week period, exclusive of meal breaks, and will be worked:
- (a) in no more than eight hours per shift (inclusive of a 30 minute paid meal break);
  - (b) in no more than 88 hours per fortnight (inclusive of meal breaks); and
  - (c) at any time and any day of the week, including Public Holidays.
- 32.3 The daily span of hours for the Security Superintendent will be as follows:
- (a) between 10:00am and 6:00pm Monday, Tuesday, Wednesday and Friday; and
  - (b) between 4:00pm and 12.00am (midnight) on Thursday.

### **Shift Loading**

- 32.4 Security Employees are paid a shift loading of 29% of the Ordinary Hourly Rate (**Security Shift Loading**) for ordinary hours worked in accordance with clause 32.2.
- 32.5 The Security Shift Loading is not payable on Public Holidays, overtime, personal/carers' leave, annual leave, long service leave, or the additional week of annual leave applied to eligible Security Employees pursuant to clause 36.3.

### **Rosters**

- 32.6 Roster periods will continue for at least 14 consecutive days and will be available at least five clear Business Days prior to the commencement of the roster.
- 32.7 A roster may only be altered at short notice on account of a contingency which the University could not have been reasonably expected to foresee, such as another Employee's absence or emergency. Where possible, at least 24 hours' notice must be given to a Security Employee of a roster change.
- 32.8 A Security Employee must be provided a break in duty of at least 10 hours between rostered shifts.
- 32.9 The University must consult with affected Security Employees in accordance with clause 55 where a decision has been made to change the Security Employee's regular roster.

### **Meal Break**

- 32.10 The paid meal break will be taken not more than five hours from the commencement of the shift, subject to supervisory coverage.

### **Overtime and Penalty Rates**

- 32.11 A Security Employee will be paid applicable overtime or penalty rates as follows:

<b>Time Worked</b>	<b>Overtime/Penalty Payable</b>
Directed to work overtime (in excess of ordinary hours or on a rostered day off)	200% of the Ordinary Hourly Rate
All hours on a Public Holiday	250% of the Ordinary Hourly Rate

- 32.12 Security Employees are not entitled to time off in lieu (including in accordance with clause 35.9 or flexi time (including in accordance with clause 57)).

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### 33 Shift Work Employees

- 33.1 The ordinary hours of work for Employees engaged in shift work, excluding Security Employees, (**Shift Work Employees**) are an average of 75 hours per fortnight and will be worked:
- (a) in no more than 7.5 hours per shift;
  - (b) in no more than 10 shifts per fortnight; and
  - (c) at any time or day of the week.
- 33.2 The University and a Shift Work Employee may agree to increase the maximum ordinary hours per shift, provided that the shift loading will be varied on a *pro rata* basis to reflect the change in hours.
- 33.3 Shift Work Employees are entitled to an unpaid meal break of at least 30 minutes but not exceeding 60 minutes, to be taken not more than five hours from the commencement of the shift.
- 33.4 Shift Work Employees engaged on an Afternoon Shift or Night Shift will be paid a loading equal to 15% of the Level 2.1 (**Shift Work Loading**) for ordinary hours. The Shift Work Loading is not payable on Public Holidays, overtime, Saturdays or Sundays, personal/carers' leave, annual leave, long service leave, or the additional week of annual leave applied to eligible Shift Work Employees.

#### **Rosters**

- 33.5 Roster periods will begin on Mondays and continue for at least 14 consecutive days. Rosters will be available to Shift Work Employees at least three clear Business Days prior to the commencement of the roster.
- 33.6 Shift Work Employees must not be rostered on for more than six consecutive days.
- 33.7 A Shift Work Employee must not be rostered permanently on one shift unless they so elect in writing.
- 33.8 A roster may only be altered on account of a contingency which the University could not have been reasonably expected to foresee. Where a roster is altered, the Shift Work Employee must be notified of the changed shift as soon as possible.
- 33.9 A Shift Work Employee must be provided a break in duty of at least 10 hours between rostered shifts.

#### **Overtime and Penalty Rates**

- 33.10 A Shift Work Employee will be paid overtime or applicable penalty rates as follows:

Time Worked	Overtime/Penalty Payable
Ordinary hours on Saturday or Sunday	150% of the Ordinary Hourly Rate
Directed to work overtime (in excess of ordinary hours or on a rostered day off)	200% of the Ordinary Hourly Rate
All hours on a Public Holiday	250% of the Ordinary Hourly Rate

- 33.11 Shift Work Employees are not entitled to time off in lieu (including in accordance with clause 35.9) or flexi time (including in accordance with clause 57).
- 33.12 A Shift Work Employee and their Manager may agree that instead of payment for a Public Holiday under clause 33.10, ordinary hours worked on a Public Holiday are paid at 150% of the Ordinary Hourly Rate, with an additional day of paid annual leave in lieu to be taken within one year of the Public Holiday. Additional days of paid annual leave accumulated under this clause must not exceed five days at any one time.
- 33.13 Shift Work Employees who are not rostered to work on a Public Holiday and do not work on that Public Holiday will be paid at the Ordinary Hourly Rate (i.e. single time), or if agreement is made with the Head they may take a day off in lieu within one year of the Public Holiday.

#### ***Vehicle Mileage***

- 33.14 Where a Shift Work Employee begins or ceases a shift and there is no public transport available between their residence and the University, the Employee is entitled to the Vehicle Allowance provided in clause 29 of this Agreement.

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### **34 Annualised Hours Arrangement**

- 34.1 An annualised hours arrangement is a flexible work arrangement under which an Employee works a yearly quota of hours instead of hours per week.
- 34.2 An Employee and the University may agree to an annualised hours arrangement, where it is deemed practicable and convenient.
- 34.3 The annualised hours arrangement must be in place for a specifically negotiated period of not more than 12 months.
- 34.4 The agreed hours for an annualised hours arrangement must not exceed 1725 hours in 12 month period, with a maximum of 48 hours per week and 10 hours per day.
- 34.5 Any hours directed by the University to be worked beyond 10 hours per day or on a Saturday or Sunday will be paid at overtime rates in accordance with clause 35.
- 34.6 The annualised hours arrangement must be in writing and specify:
- (a) the commencement and end dates of the arrangement;
  - (b) the dates when the Employee will clear hours accumulated as a result of entering into the arrangement; and
  - (c) whether there is a requirement for the Employee to be present at the workplace for any specified times.
- 34.7 The annualised hours arrangement may be terminated by either party providing four weeks notice, or at any time by agreement.

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### **35 Overtime and Penalty Rates**

- 35.1 The following Employees are not entitled to payments for overtime, penalty rates or time off in lieu under this clause:
- (a) Security Employees and Shift Work Employees;

- (b) an Employee to whom a flexible working hours arrangement applies during their ordinary hours or any credit hours accrued or lost in accordance in accordance with clause 57;
- (c) an Employee to whom an annualised hours arrangement under clause 34 applies, other than to the extent that clause 34 provides for the payment of overtime or penalty rates; and
- (d) an Employee whose Annual Base Salary, or Annual Base Salary and any allowances is equal to or exceeds Level 8.1 unless that Employee is instructed to carry out duties involving the working of approved overtime.

35.2 In this clause, overtime refers to all work performed outside the ordinary hours in clause 31.

35.3 The University may require an Employee to work reasonable overtime.

35.4 An Employee may reasonably refuse to work overtime in circumstances where the working of such overtime would result in the Employee working hours which are unreasonable having regard to:

- (a) any risk to Employee health and safety;
- (b) the Employee's personal circumstances including any family responsibilities;
- (c) the needs of the workplace or University;
- (d) the notice (if any) given by the University of the overtime and by the Employee of their intention to refuse it; and
- (e) any other relevant matter as contemplated by the Act.

35.5 Subject to this clause, Employees (including Casual Employees) will be paid for overtime at either the overtime rate or penalty rate calculated and paid on the Ordinary Hourly Rate as follows:

<b>Day worked</b>	<b>Overtime rate</b>
Monday to Friday	150% of the Ordinary Hourly Rate for the first 3 hours, 200% thereafter.
<b>Day/time worked</b>	<b>Penalty rate</b>
Saturday (before 12:00pm)	150% of the Ordinary Hourly Rate for the first 3 hours, 200% thereafter.
Saturday (after 12:00pm)	200% of the Ordinary Hourly Rate.
Sunday	200% of the Ordinary Hourly Rate.
Public Holiday	250% of the Ordinary Hourly Rate.

35.6 However, payment for overtime and penalty rates will only be made where the Employee has been directed or authorised by the Head (or their nominee or delegate) to work beyond their ordinary hours.

35.7 No Employee will be directed to undertake a period of overtime of less than 30 minutes.



35.8 Where overtime is cancelled with less than four hours' notice, the Employee is entitled to payment of one hour at the applicable overtime rate.

**Time Off in Lieu**

- 35.9 The University and an Employee may agree in writing to time off in lieu instead of payment for overtime or penalty rates under this clause on the following basis:
- (a) the amount of time the Employee is entitled to be absent from work (**Time Off in Lieu**) is calculated by reference to the amount of the relevant overtime or penalty rates the employee would otherwise be entitled to be paid. For example, where an Employee works for 2 hours when they would otherwise be entitled to 200% of the Ordinary Hourly Rate, the Employee is entitled to 4 hours Time Off in Lieu;
  - (b) Time Off in Lieu must be taken within 12 months of it being accrued; and
  - (c) when it is not possible for an Employee to take the Time Off in Lieu within the 12 month period, it is to be paid out at the applicable overtime rate based on the Ordinary Hourly Rate at the time payment is made and the actual hours worked to accrue the Time Off in Lieu.
- 35.10 An Employee who ceases employment with the University will have the balance of any Time Off in Lieu paid to them on termination.

**Regular Overtime**

- 35.11 Where an Employee is required to work overtime on a regular basis (**Regular Overtime**), the University and the Employee may agree to a commuted overtime allowance. Agreement for a commuted overtime allowance is subject to the following:
- (a) the agreement will have regard to the anticipated hours of Regular Overtime to be worked and the overtime provisions in this clause;
  - (b) the basis of calculation for the allowance will be recorded and signed by the Employee and their Manager;
  - (c) the agreement will be reviewed every 12 months, or at any time at the request of the Employee or University; and
  - (d) the allowance will not be subject to superannuation and will not be included in calculations for annual leave loading.

**Recall to Work Overtime**

35.12 An Employee recalled to work overtime, other than in accordance with clause 26 or clause 27, must be paid at the applicable overtime rate for a minimum period as follows:

Day recalled to duty	Minimum period to be paid
Saturday, Sunday or Public Holiday	3 hours
Monday to Friday	2 hours

35.13 For the purpose of calculating payment under clause 35.12, each period of recall will stand alone except where the second or subsequent return to duty is within the minimum period under clause 35.12.

- 35.14 The provisions of clause 35.12 do not apply where it is customary for an Employee to return to the place of employment to perform a specific job outside the prescribed hours of duty.

#### **Minimum Break Following Overtime**

- 35.15 An Employee who has worked overtime will be given a minimum break of 10 hours between the end of one period of duty and the beginning of the next.
- 35.16 An Employee required by the University to resume or continue work without having a 10 hour break off duty is entitled to be:
- (a) absent from duty without loss of pay until a 10 hour break has been taken; or
  - (b) if the Employee has not had a 10 hour break off duty, be paid at 200% of the Ordinary Hourly Rate for hours worked until the Employee has had a 10 hour break off duty.
- 35.17 The minimum break provided by clause 35.15 and 35.16 does not apply to Employees who are recalled to work pursuant to clauses 26.

#### **Rest Break During Overtime**

- 35.18 Except in the case of an emergency, an Employee working overtime must not be directed to work more than five hours overtime without an unpaid rest break of at least 30 minutes at the commencement of each 5 hour period of overtime.

#### **Travel Time**

- 35.19 Where an Employee is directed to work overtime at a place other than the Employee's usual place of work and time spent travelling to and from that place from their residence is in excess of the time normally spent by the Employee travelling to and from the usual place of work and their residence, the excess time spent travelling is deemed to form part of the overtime worked.

## **PART F: LEAVE**

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### **36 Annual Leave**

- 36.1 This clause does not apply to Casual Employees.
- 36.2 A Full-time Employee is entitled to four weeks (150 hours) of paid annual leave for each completed year of service with the University, accrued progressively on a *pro rata* basis throughout the year of service.
- 36.3 Shift workers, being Employees engaged on shift work who regularly work on Sundays and/or Public Holidays, are entitled to one additional week's paid annual leave in accordance with the NES.
- 36.4 Part-time Employees are entitled to annual leave on a *pro rata* basis.
- 36.5 Annual leave is paid at the Ordinary Hourly Rate unless otherwise specified.
- 36.6 The minimum period of leave that may be taken is one hour.
- 36.7 Employees are encouraged to take accrued annual leave prior to the expiry of their appointment or resignation. Employees employed on a fixed term contract supported by External Funding may be required to clear any leave entitlements prior to the expiry of the contract.

- 36.8 The University must not unreasonably refuse a request by an Employee to take paid annual leave provided that the approval of leave will have regard to the work commitments of the Employee and the operational requirements of the work area.
- 36.9 Annual leave must be cleared where possible:
- (a) in the case of the first entitlement by the end of February in the year following commencement; and
  - (b) within the calendar year it accrues thereafter.
- 36.10 Public Holidays as outlined in clause 41 or days taken in lieu of those days occurring during periods of annual leave will not be deducted from annual leave entitlements.
- 36.11 An Employee may elect to access up to a full year of leave entitlement in advance subject to the operational requirements of the work area. If the Employee subsequently resigns and has a negative entitlement, the Employee is required to repay the negative entitlement and authorise the deduction of an amount equal to the negative entitlement from the Employee's final payments. If the overdrawn amount exceeds the Employee's final payment, the Employee will pay the balance of the overdrawn amount which remains outstanding to the University within five Business Days, if it is not unreasonable in the circumstances.
- 36.12 An Employee will be paid for any accrued but untaken paid annual leave on termination of employment.

***Direction to take Annual Leave***

- 36.13 For the purposes of this clause, Excess Annual Leave means an accrued annual leave entitlement that equals or exceeds 30 days annual leave or the equivalent hours (or the *pro rata* equivalent for Part-time Employees).
- 36.14 If an Employee has accrued Excess Annual Leave, the Employee will be notified and will be provided four weeks in which to make arrangements which will include appropriate applications for leave to reduce their leave balance to a level acceptable to the University.
- 36.15 The taking of such leave will be managed in accordance with this Agreement and University policy.
- 36.16 If the Employee has not made arrangements to reduce their leave to a level acceptable to the University within four weeks of being notified, and where it is reasonable to do so, they may be directed with eight weeks written notice to take a period of their accrued annual leave entitlement. An Employee cannot be directed to reduce their leave balance to less than four weeks.

***Cashing Out of Annual Leave***

- 36.17 The University and an Employee may agree to cash out annual leave on reasonable grounds, which may include financial hardship.
- 36.18 An Employee may make an application in writing to the DHR to cash out a minimum of one week's annual leave.
- 36.19 A minimum balance of four weeks annual leave must be maintained for an application to cash out annual leave to be accepted.
- 36.20 Any annual leave cashed out by an Employee will be paid in the full amount that would have been payable to the Employee had the Employee taken the period of leave being cashed out.

36.21 Cashed out annual leave does not count as service.

### **Annual Leave Loading**

36.22 An Employee will accrue an amount of annual leave loading equal to 17.5% of the Ordinary Hourly Rate for four weeks per calendar year.

36.23 The maximum amount of leave loading payable will be equal to the Australian Bureau of Statistics 'Average Weekly Earnings' for all males for the May reference period immediately preceding payment.

36.24 An Employee who commences after 1 January in any year is entitled to a *pro rata* annual leave loading for the period of service in that year.

36.25 Annual leave loading is paid in November or the first pay period in December of each year.

36.26 Where an Employee ceases employment prior to the payment of annual leave loading, payment of *pro rata* annual leave loading applies upon termination.

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## **37 Personal/Carer's Leave**

37.1 Employees, excluding Casual Employees, are entitled to 12.5 days paid personal/carers' leave for each 12 months of completed service with the University.

37.2 Part-time Employees are entitled to personal/carers' leave on a *pro rata* basis.

37.3 On appointment, new Employees will be credited with 46.87 hours' personal/carers' leave or a *pro rata* equivalent for Part-time Employees. After completion of six months service, personal/carers' leave accrues progressively according to the Employee's ordinary hours of work and accumulates from year to year.

37.4 An Employee is entitled to paid personal/carers' leave if:

- (a) the Employee is not fit for work because of a personal illness, or personal injury affecting the Employee or to attend an appointment with a Registered Health Practitioner; or
- (b) to provide care or support to a member of the Employee's Immediate Family, or a member of the Employee's household, who requires care or support because of:
  - (i) a personal illness, or personal injury, affecting the member; or
  - (ii) an unexpected emergency affecting the member.

37.5 Where an Employee accesses personal/carers' leave the Employee must:

- (a) provide their Manager notice of the absence and expected period of the absence as soon as practicable; and
- (b) in the case of personal leave, provide a medical certificate from a Registered Health Practitioner or evidence that would satisfy a reasonable person in the following circumstances (where applicable):
  - (i) where the leave is for a period of three or more consecutive working days;
  - (ii) where the Employee is unable to resume work following another period of leave; or

- (iii) where requested by the DHR or the Employee's Manager in accordance with University policy; and
  - (c) in the case of carer's leave, provide evidence to satisfy a reasonable person, such as a medical certificate or statutory declaration.
- 37.6 Where an Employee suffers a personal illness or personal injury during a period of annual leave or long service leave and provides a certificate from a relevant Registered Health Practitioner on their return from this period of leave, the Employee will be credited with additional annual or long service leave, whichever is applicable for the period they were certified as ill and the Employee's personal/carer's leave will be adjusted accordingly.
- 37.7 Employees, including Casual Employees, are entitled to two days of unpaid carer's leave per occasion as specified in clause 37.4(b). However, an Employee is not entitled to take unpaid carer's leave if they have access to paid personal/carer's leave.
- 37.8 Unpaid carer's leave may be taken as a single period of up to two days, or any separate periods to which the Employee and University agree, provided those separate periods amount to no more than two days.

***Personal/Carer's Leave on Termination***

- 37.9 Accrued but unused personal/carer's leave is not paid out on termination.
- 37.10 If an Employee who has retired on medical grounds subsequently resumes duty within 12 months of retirement, the Employee's personal/carer's leave accrual at the date of the Employee's retirement will be reinstated.
- 37.11 An Employee will retain any accrued but unused personal/carer's leave on termination if they resign or their contract expires and they are subsequently employed by the University within eight weeks.

***Casual Exclusion***

- 37.12 Except for unpaid carer's leave, this clause does not apply to Casual Employees. When taking unpaid carer's leave, Casual Employees must comply with the notice and evidence requirements provided at clause 37.5.

**38 Family and Domestic Violence Leave**

- 38.1 The University is committed to supporting an Employee who experiences family and domestic violence by:
  - (a) ensuring an Employee, including a Casual Employee, is able to access their entitlement to 10 days of paid family and domestic violence leave in accordance with the NES; and
  - (b) maintaining University policy regarding family and domestic violence, including examples of the support the University can provide to Employees who are experiencing family and domestic violence.
- 38.2 Where an Employee has exhausted their entitlement to paid family and domestic violence leave in accordance with the NES, they may access other accrued leave in accordance with this Agreement and applicable University Policy at short notice:
  - (a) personal/carer's leave;
  - (b) annual leave;

- (c) long service leave; and
- (d) leave without pay.

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## **39 Short Leave, Compassionate Leave and Cultural Leave**

- 39.1 Where an Employee accesses leave under this clause the Employee must:
- (a) provide the University with notice of the absence and expected period of the absence as soon as practicable (which may be after the leave has started); and
  - (b) if requested, provide information that would satisfy a reasonable person that the absence was taken for the reason the leave is available.

### **Short Leave**

- 39.2 Short Leave means leave taken for matters of a personal and pressing nature which arise without notice and require immediate attention.
- 39.3 Employees, other than Casual Employees, are entitled to up to 22.5 hours' paid Short Leave in any one calendar year. Part-time Employees and Employees engaged on a fixed term of less than 12 months receive a *pro rata* entitlement.
- 39.4 Short Leave must be taken in a period of at least one hour and not more than 15 consecutive hours.

### **Compassionate Leave**

- 39.5 Employees, including Casual Employees, are entitled to three days of paid compassionate leave per occasion when:
- (a) a member of their Immediate Family or household:
    - (i) contracts or develops a personal illness, or sustains a personal injury, that poses a serious threat to their life; or
    - (ii) dies;
  - (b) 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
  - (c) the Employee, or the Employee's spouse or de facto partner, has a Miscarriage.
- 39.6 An Employee may take compassionate leave for a particular occasion if the leave is taken:
- (a) to spend time with the member of the Employee's Immediate Family or household who has contracted or developed the personal illness, or sustained a personal injury referred to in clause 39.5(a)(a)(i); or
  - (b) after the death of the member of the Employee's Immediate Family or household, or the stillbirth of the child referred to in clause 39.5(a)(ii) or 39.5(b); or
  - (c) after the Employee, or the Employee's spouse or de facto partner, has the miscarriage referred to in clause 39.5(c).
- 39.7 Compassionate leave must be taken for a minimum period of one hour and may be taken as:

- (d) a single continuous three day period;
  - (e) three separate periods of one day each; or
  - (f) any separate periods as agreed between the Employee and the Head.
- 39.8 When a Casual Employee takes a period of paid compassionate leave in accordance with this clause, they will be paid at the Casual Employee's rate of pay, worked out as if the Casual Employee had worked the hours for which the Casual Employee was rostered in that period. However, the University is not required to pay the Casual Employee in relation to such any period of compassionate leave that does not include hours for which the Casual Employee is rostered to work.
- 39.9 If an Employee requires additional paid compassionate leave, they may apply for additional leave days directly to their Manager.

### **Cultural Leave**

- 39.10 **Cultural Leave** means leave taken for legitimate ceremonial and cultural purposes related to the Employee's customs, traditional law and participation in ceremonial activities.
- 39.11 Employees, other than Casual Employees, are entitled to up to 22.5 hours of paid Cultural Leave in any one calendar year. Part-time Employees and Employees engaged on a fixed term contract of less than 12 months receive a *pro rata* entitlement.
- 39.12 Cultural Leave must be taken in a period of at least one hour.
- 39.13 Employees who are Aboriginal or Torres Strait Islanders are also entitled to an additional four days paid leave in accordance with clause 4.

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## **40 Community and Other Leave Entitlements**

- 40.1 This clause sets out an Employee's entitlement to community service leave and other leave entitlements.
- 40.2 The leave available under this clause includes reasonable travel time associated with the activity and rest time immediately following the activity.
- 40.3 In order to access leave under this clause, an Employee must as soon as practicable provide their Manager with notice of their absence, including the expected period of the absence.
- 40.4 The leave available under this clause is to be applied for and taken in accordance with applicable University policy.
- 40.5 The provisions of this clause do not apply to Casual Employees, unless otherwise stated.

### **Jury Service Leave**

- 40.6 An Employee, including a Casual Employee, who is required to serve on a jury is entitled to paid leave for their ordinary hours, or their rostered hours in the case of a Casual Employee, during such period as necessary to carry out the duties as a juror.
- 40.7 The Employee must provide to the University evidence that supports the Employee's eligibility for jury service leave and details of the length of expected absence from employment as soon as reasonably possible.

40.8 The Employee may be entitled to receive a travelling allowance from the Department of Justice.

#### ***Emergency Services Leave***

40.9 An Employee who is a volunteer member of a recognised emergency management body is entitled to paid leave for their ordinary hours during such period as necessary to enable attendance at a voluntary emergency management activity.

40.10 Casual Employees are entitled to unpaid leave under clause 40.9.

#### ***Defence Force Reserves Training Leave***

40.11 An Employee who is a volunteer member of the Defence Force Reserves or the Cadet Force is entitled to:

- (a) up to four weeks paid leave per year, *pro rata* for Part-time Employees, to attend a training camp, school, class or course of instruction;
- (b) up to an additional four days paid leave if the Commanding Officer of a unit certifies that it is essential for the Employee to be at an annual camp in an advance or rear party; and
- (c) in the first year of the Defence Force Reserves, an additional two weeks paid leave for recruit training purposes.

#### ***Veteran's Leave***

40.12 An Employee who has an illness caused by or related to war service as certified by the Department of Veteran's Affairs and a Registered Health Practitioner is entitled to 112.5 hours paid leave per year, pro-rata for Part Time Employees

40.13 Veteran's leave may accrue up to 337.5 hours per year, pro-rata for Part-time Employees, with the approval of the DHR.

40.14 Accrued but untaken veteran's leave is not paid out on termination.

#### ***International Sporting Events Leave***

40.15 An Employee chosen to represent Australia as a competitor or an official at a recognised international sporting event is entitled to a maximum of 10 consecutive days paid leave, *pro rata* for Part-time Employees, to be used for the period of the competition plus reasonable travel time.

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## **41 Holidays and Close Down**

41.1 An Employee may be reasonably requested to work on a Public Holiday, taking into account the University's workplace, enterprise, operational requirements and the nature of the work performed by the Employee. An Employee may refuse to work on a Public Holiday. An Employee, other than Casual Employees, who works on a Public Holiday, in accordance with this clause, will receive a day off in lieu, with the day being taken during any close down period, unless otherwise agreed with the Employee's Manager.

41.2 Employees (other than Casual Employees) will be entitled to Easter Tuesday and Special New Year's Day as a day of leave in lieu for the Employee's ordinary hours of work on those days. These leave in lieu days are to be taken during any close down period in accordance with 41.5.



- 41.3 The University will have discretion to implement not more than two close down periods, to a total of 10 Business Days, per calendar year in close proximity to Christmas and Easter provided that an Easter close down period cannot be more than five Business Days.
- 41.4 All close down periods must be notified to Employees no less than 12 months in advance.
- 41.5 Unless otherwise agreed, during a close down period affected Employees are required to take accrued time off in lieu, banked flexi-time, annual leave, long service leave or, by agreement with the Employee, leave without pay.
- 41.6 Employees, other than Casual Employees, who are required to work on Public Holidays that are not observed as University holidays will receive one day of leave in lieu of the overtime rates contained in clause 35, to be taken during the close down period, provided that:
- (a) leave in lieu accrued under this clause may be cleared at an alternative time agreed to by the Employee and the University.
  - (b) Security Officers will be required to take one day of leave in lieu of each Easter Tuesday and Special New Year's Day at a time mutually convenient.
- 41.7 The University may, by agreement with affected Employees, nominate other close down periods based on operational requirements provided that the method for seeking agreement in this clause will be agreed between the University and the NTEU.
- 41.8 Clause 41.1 does not apply to Casual Employees.

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## **42 Workplace Relations Leave**

- 42.1 Workplace Relations Training includes short courses, seminars or conferences or training as approved by the DHR, such approval not being withheld unreasonably, and includes necessary travel time.
- 42.2 An Employee, except for Casual Employees, will be granted up to 37.5 hours paid leave every calendar year to attend Workplace Relations Training provided that:
- (a) a written application is made to the DHR at least four weeks or lesser period by agreement prior to the commencement of the training;
  - (b) the application sets out the subject of the training, the commencement date, the length of the training, the venue and the Authority that is conducting the training; and
  - (c) the Employee has been employed by the University for at least 12 months.
- 42.3 Subject to approval by the DHR, such leave may be combined providing an Employee with 75 hours in a calendar year and zero hours the following calendar year.
- 42.4 Paid leave during ordinary working hours will be granted to an Employee who is:
- (a) required to give evidence before any industrial tribunal;
  - (b) an Employee Representative and is required to attend:
    - (i) negotiations and/or conferences with the University;
    - (ii) University approved consultative committees or working parties; or

- (iii) meetings preliminary to negotiations or attendance at a hearing of an industrial tribunal,

in respect of the Employee for whom they are acting as an Employee Representative.

- 42.5 Paid leave in accordance with clause 42.4 will only be granted for the minimum period necessary provided:
- (a) a written application is made to the DHR and approval received; and
  - (b) reasonable notice is given,
- before the leave is taken.
- 42.6 Payments for leave will be made at the Ordinary Hourly Rate for the Employee's ordinary hours of work that would have fallen during the period of workplace relations leave. It will not include shift allowances, penalty rates or overtime.
- 42.7 Where a Public Holiday or rostered day off falls during the duration of workplace relations leave, a day off in lieu of that day will not be granted.
- 42.8 The University is not liable for any expenses incurred by the Employee during the period of workplace relations leave.
- 42.9 The granting of leave is subject to University operational requirements.
- 42.10 An Employee will not be entitled to paid leave to attend workplace relations matters other than as set out in this clause.

### 43 Purchased Leave

- 43.1 A purchased leave arrangement (**Purchased Leave Arrangement**) is where an Employee, not including a Casual Employee, can apply to purchase up to eight weeks additional leave per year. The Employee agrees to a reduction in salary or wage over a 52 week period (**Reduced Rate of Pay**), commencing on the date of commencement of the Purchased Leave Arrangement proportional to the amount of additional leave purchased.
- 43.2 Under a Purchased Leave Arrangement, an Employee will receive the Reduced Rate of Pay spread over the 52 weeks of the year and receive the following amounts of additional purchased leave:

	Number of paid weeks (spread over 52 weeks)	Number of weeks purchased leave
(a)	44 weeks	8 weeks
(b)	45 weeks	7 weeks
(c)	46 weeks	6 weeks
(d)	47 weeks	5 weeks
(e)	48 weeks	4 weeks
(f)	49 weeks	3 weeks
(g)	50 weeks	2 weeks
(h)	51 weeks	1 week

- 43.3 An Employee and the University may agree to a Purchased Leave Arrangement, subject to University policy and the following requirements:
- (a) the Purchased Leave Arrangement must be approved by the DHR;
  - (b) the Purchased Leave Arrangement will apply for 12 months and must be renegotiated annually;
  - (c) additional leave may only be purchased in weeks, not days;
  - (d) purchased leave counts as service for all purposes; and
  - (e) purchased leave will be taken at a mutually agreed time during the relevant 12 month period.
- 43.4 Where an Employee has been unable to take the purchased leave, their salary or wage will be adjusted at the expiry of the 12 month period to refund the unused purchased leave subject of the Purchased Leave Arrangement.
- 43.5 Annual leave, personal leave or long service leave accrued prior to the Purchased Leave Arrangement and taken during the 12 month period of the Purchased Leave Arrangement will be paid at the Ordinary Hourly Rate applicable to the Employee immediately prior to the Purchased Leave Arrangement commencing. In all other circumstances, leave will be paid at either the Reduced Rate of Pay or the Employee's Ordinary Hourly Rate as applicable at the time of taking the leave. An Employee must notify their Manager of any paid leave taken during the Purchased Leave Arrangement to ensure the correct payment of paid leave during the Purchased Leave Arrangement.

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## 44 Deferred Salary Scheme

- 44.1 An Employee, not including a Casual Employee, may apply for a deferred salary scheme by electing to take a reduced salary (**Reduced Rate of Pay**) for the duration of service in the scheme to obtain additional leave at a reduced rate of pay as follows:

Duration of service in scheme	Payment rate for service years (% of Annual Base Salary and any allowances paid to the Employee during the period)	Leave
4 years	80%	1 year of leave at 80% of salary.
4.5 years	90%	6 months leave at 90% of salary.
2 years	80%	6 months leave at 80% of salary.

- 44.2 Participation in a Deferred Salary Scheme is subject to approval by the DHR.
- 44.3 A deferred salary scheme is available to Part-time Employees on a *pro rata* basis.
- 44.4 Leave taken under this clause counts as service for all purposes, except for incremental progression.
- 44.5 The following periods will be deemed non-participatory periods for the purposes of the deferred salary scheme, delaying the commencement of the leave year:

- (a) secondments where the outside organisation pays;
  - (b) leave without pay;
  - (c) personal/carer's leave without pay greater than three months; and
  - (d) unpaid Parental Leave.
- 44.6 An Employee may elect to maintain superannuation contributions based on the Annual Base Salary, or to alter the contributions to the appropriate proportion of the new salary. An Employee who elects to maintain contributions at the Annual Base Salary will be responsible for maintaining the difference in the University's contribution between the new salary and Annual Base Salary.
- 44.7 The Employee may withdraw from the deferred salary scheme by providing written notice. A lump sum payment of salary foregone to that time will be made and the Employee will not be entitled to an equivalent absence from duty.
- 44.8 An Employee may not work for the University during the period of leave provided under this clause.
- 44.9 Annual leave, personal leave or long service leave accrued prior to the deferred salary scheme and taken during the deferred salary scheme will be paid at the Ordinary Hourly Rate applicable to the Employee immediately prior to the deferred salary scheme commencing. In all other circumstances, leave will be paid at either the Reduced Rate of Pay or the Employee's Ordinary Hourly Rate as applicable at the time of taking the leave. An Employee must notify their Manager of any paid leave taken during the deferred salary scheme to ensure the correct payment of paid leave during the deferred salary scheme.

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## **45 Leave Without Pay**

- 45.1 The University may grant leave without pay upon application by an Employee and in accordance with University policy.
- 45.2 Any period of leave without pay granted under this clause will not exceed 12 months in the first instance.
- 45.3 The minimum period of leave without pay that may be granted is one day.
- 45.4 The University will normally require that an Employee exhaust all paid leave accruals before commencing a period of leave without pay except in the following circumstances:
- (a) accessing unpaid Parental Leave under the NES in accordance with and subject to the Parental Leave provisions at clause 47;
  - (b) providing care or support for an Employee's Immediate Family as defined at clause 3.1, provided that leave without pay for this purpose cannot be taken if the Employee has access to paid or unpaid personal/carer's leave;
  - (c) for the purposes of undertaking a secondment with another employer, as approved by the University;
  - (d) where personal illness or injury is supported by a medical certificate, provided that leave without pay for this purpose cannot be taken if the Employee has access to paid personal/carer's leave;
  - (e) where the Employee is experiencing family and domestic violence, provided that leave without pay for this purpose cannot be taken if the Employee has

access to paid family and domestic violence leave in accordance with clause 38; or

- (f) performing work for the University in a different role to the Employee's substantive role under a separate contract of employment or engagement with the University.
- 45.5 Any period of leave without pay taken by an Employee will not constitute a break in the Employee's continuous service however any period that exceeds two weeks will not count towards the Employee's period of service unless decided otherwise by the University, in its sole discretion.
- 45.6 Subject to the provisions of clause 41, no payment will be made for a Public Holiday falling within a period of leave without pay.
- 45.7 There will also be no credit of Special New Year's Day or Easter Tuesday to an Employee, where these days falls within a period of leave without pay.
- 45.8 There is no entitlement to any other form of leave if the leave sought coincides with an approved period of leave without pay unless the Employee suffers an illness resulting from pregnancy while on unpaid Parental Leave and the Employee has accrued but untaken Personal/Carer's leave.
- 45.9 No allowances will be paid during periods of leave without pay.
- 45.10 This clause does not apply to Casual Employees.

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## 46 Long Service Leave

- 46.1 An Employee, other than a Casual Employee, Fixed Term Employee, OCFE Employee or an Employee listed in Schedule F of the *UWA Staff Award 2005* (**Schedule F Employee**), is entitled to 13 weeks long service leave, on full pay, after seven years continuous service.
- 46.2 A Fixed Term Employee, OCFE Employee or a Schedule F Employee is entitled to 13 weeks long service leave after 10 years continuous service.
- 46.3 Unless specified otherwise, this clause does not apply to Casual Employees, however a Casual Employee is entitled to long service leave in accordance with the *Long Service Leave Act 1958 (WA)*.
- 46.4 Where an employee transitions from being a Casual Employee, Fixed Term Employee, OCFE or a Schedule F Employee to an ongoing Employee, the date of long service leave accrual will be between seven to 10 years based on the portion of time the Employee was in each position.
- 46.5 An Employee is entitled to an additional 13 weeks long service leave, on full pay, for each subsequent period of seven years continuous service.
- 46.6 Where an Employee's hours of work have varied during the accrual period, the Employee's ordinary hours for calculating long service leave will be averaged over the period.
- 46.7 An Employee employed prior to 19 April 1994:
- (a) with an accrued entitlement of three months long service leave after seven years continuous service will maintain this entitlement. However, the three months is to be replaced by an entitlement of 13 weeks; or
  - (b) with an accrued entitlement of three months maintains that entitlement.

- 46.8 An Employee may apply to take *pro rata* long service leave after seven years in the first qualifying period and three and a half years in subsequent qualifying periods.
- 46.9 An Employee who takes any *pro rata* long service leave in accordance with clause 46.8 will not be liable to repay any monies representing *pro rata* long service leave if the Employee subsequently ceases to be employed prior to accruing the full entitlement.
- 46.10 Any Public Holidays (including Special New Year's Day and Easter Tuesday) occurring during a period of long service leave will not be treated as long service leave taken by the Employee.
- 46.11 An Employee must take long service leave as soon as reasonably practicable after it accrues. Unless otherwise agreed with the University, an Employee who does not clear a minimum of six weeks long service leave within five years of the accrual, will cease to accrue any further long service leave until a minimum of six weeks is cleared.
- 46.12 Where there are exceptional circumstances or the operational requirements of the University have prevented the Employee from taking long service within five years of an entitlement being due, the University will approve an extension mutually agreed between the University and the Employee.
- 46.13 Where an Employee provides more than six months notice, the taking of long service leave will be at a time of the Employee's choosing, unless the University establishes in exceptional circumstances that arrangements cannot be reasonably put in place for the time requested.
- 46.14 If the taking of long service leave is denied in accordance with clause 47:
- (a) it will be deemed that the Employee has been approved to defer taking long service leave; and
  - (b) an alternative arrangement, which is at the convenience of the Employee, should be agreed, where possible, within one month of denial.
- 46.15 Where an Employee provides less than six months notice, the time of taking long service leave will be considered subject to operational requirements of the University.
- 46.16 The University and the Employee may agree, in writing, that the Employee cash out a portion of their accrued long service leave on any reasonable grounds including financial hardship.
- 46.17 A lump sum payment for an accrued long service leave entitlement will be paid to an Employee who resigns or whose employment contract is terminated for any reason.
- 46.18 A lump sum payment for *pro rata* long service leave will be paid where:
- (a) an Employee genuinely retires;
  - (b) an Employee who retires at or over the age of 55 years or is retired for ill health and the Employee has completed at least 12 months continuous service prior to the date of retirement;
  - (c) an Employee, not having resigned, is retired for any other cause and the Employee has completed at least three years' continuous service prior to the date of retirement;
  - (d) an Employee has died, and the Employee has completed at least 12 months continuous service prior to the date of death;

- (e) the University has terminated the employment contract of an Employee for any reason other than serious misconduct and the Employee has served a minimum continuous period of employment of five years;
  - (f) an ongoing Employee resigns and the Employee has served a minimum continuous period of employment of 7 years; or
  - (g) a Fixed Term Employee, OCFE Employee or a Schedule F Employee resigns and the Employee has served a minimum continuous period of employment of 10 years.
- 46.19 The University will recognise service with other public universities and other public institutions subject to those public universities and other institutions having reciprocal arrangements with the University for the purposes of recognising long service leave entitlements.

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## 47 Parental Leave

### *Definitions*

- 47.1 For the purpose of this clause 47:
- (a) **Continuous Service** means an unbroken period of service in accordance with the contract of employment but does not include any period of unauthorised absence.
  - (b) **Employee Couple** means two Employees of the University who are the spouse, including de-facto partner of the other.
  - (c) **Miscarriage** has the same definition as under the Act.
  - (d) **Partner** means a person who is a spouse, including de-facto spouse of a Primary Care Giver.
  - (e) **Stillbirth** has the same meaning as Stillborn under the Act.
  - (f) **Neonatal Death** means the death of an infant within 28 days of birth.
  - (g) **Primary Care Giver** means the Employee who will assume the principal role for the care and attention of a child or children.
  - (h) **Parental Leave** is a reference to both paid and unpaid Parental Leave.

### *Eligibility*

- 47.2 Employees are entitled to Parental Leave and associated entitlements under this clause if:
- (a) the leave is associated with:
    - (i) the birth of a child of the Employee or the Employee's Partner; or
    - (ii) the placement of a child with the Employee for adoption, provided the child:
      - (A) is under 16 years;
      - (B) has not lived continuously with the Employee for a period of six months or more; and
      - (C) is not (otherwise than by adoption) a child of the Employee or the Employee's spouse or de factor partner; and

(b) the Employee has or will have a responsibility for the care of the child.

47.3 Casual Employees are not entitled to Parental Leave other than as expressly provided for in this clause 47.

#### **Unpaid Parental Leave**

47.4 Employees are entitled to unpaid Parental Leave of up to 24 months, in accordance with the provisions of the NES, except that this entitlement to unpaid Parental Leave arises regardless of the length of their Continuous Service with the University.

47.5 Regular Casual Employees, as provided for in section 67(2) of the Act, are eligible for unpaid Parental Leave in accordance with the Act.

#### **Paid Parental Leave**

47.6 An Employee, other than a Casual Employee, who is the Primary Care Giver of the child is entitled to paid Parental Leave as follows:

<b>Length of Continuous Service at the time leave is to commence</b>	<b>Entitlement to paid Parental Leave</b>
At least 12 months but less than 5 years	26 weeks at full pay <u>or</u> 52 weeks at half pay
5 years or more	36 weeks at full pay <u>or</u> 72 weeks at half pay

47.7 A Fixed Term Employee or OCFE Employee will cease to have an entitlement to paid Parental Leave on the date their contract expires.

47.8 Part-time Employees are eligible for *pro rata* paid Parental Leave entitlements.

47.9 Where paid Parental Leave is taken at half pay, superannuation contributions will be made on a *pro rata* basis. Where an Employee elects to maintain superannuation contributions at the notional full-time rate, the Employee will be responsible for maintaining the difference between the notional full-time rate and the University's *pro rata* contribution.

47.10 To be eligible for a second or subsequent period of paid Parental Leave, the Employee must have returned to work with the University after each previous Parental Leave occasion:

- (a) for at least 12 months of Continuous Service, except where the pregnancy ended in Miscarriage, Stillbirth or Neonatal Death; and
- (b) at 50% or more of the fraction of employment the Employee held prior to commencing paid Parental Leave, provided that the return fraction is not less than 0.4 FTE.

47.11 An Employee who does not meet the requirements of clause 47.10 is entitled to 14 weeks paid Parental Leave for a second or subsequent period of paid Parental Leave.

#### **Stillbirth and Neonatal Death**

47.12 If the pregnancy of an Employee ends by Stillbirth, or there is a Neonatal Death and the Employee was otherwise entitled to paid Parental Leave under this clause, the Employee retains an entitlement to a maximum of 14 weeks paid Parental Leave.



### **Commencement and Taking of Parental Leave**

47.13 Parental Leave must commence as follows:

<b>Type of Parental Leave</b>	<b>Time of commencement</b>
Pregnant Employee accessing Parental Leave	Up to 6 weeks prior to the expected date of birth of the child.  The Employee may apply to commence the leave up to 20 weeks prior to the expected date of birth on medical or compassionate grounds on the provision of satisfactory evidence from a Registered Health Practitioner with care of the pregnancy. The University will not unreasonably refuse such request.  However, the leave must not start later than the date of birth.
Primary Care Giver accessing paid Parental Leave (other than a pregnant Employee) with less than 5 years' Continuous Service	Within 26 weeks of the date of birth or placement of the child.
Primary Care Giver accessing paid Parental Leave (other than a pregnant Employee) with 5 years or more Continuous Service	Within 36 weeks of the date of birth or placement of the child.
Unpaid Parental Leave (other than a pregnant Employee)	On the date of birth or day of placement of the child, or immediately following their Partner's Parental Leave if an Employee Couple is sharing the entitlement.
Adoption related Parental Leave	On the day of placement of the child with the Employee.

47.14 Subject to 47.20, paid Parental Leave must be taken in a single continuous period. Paid Parental Leave under clause 47.6 runs concurrently with unpaid Parental Leave.

47.15 Parental Leave may be shared between an Employee Couple who are sharing the role of Primary Care Giver.

47.16 Parental Leave may be taken concurrently by an Employee Couple for a maximum of eight weeks.

#### **Notice and Evidence Requirements**

47.17 The Employee must provide the University with at least 10 weeks written notice of the anticipated period of Parental Leave, including start and end dates. If that is not practicable, then as soon as practicable.

47.18 If the Parental Leave is birth-related, the Employee will provide reasonable evidence of the date of birth or expected date of birth of the child. If the Parental Leave is adoption-related, the University may require evidence of the date of placement, or

expected date of placement, and that the adopted child is under 16 years of age at the date of placement or expected date of placement.

- 47.19 The University may require reasonable evidence of Primary Care Giver or Partner status.

**Using Flexible Paid Parental Leave to return to work**

- 47.20 An Employee may elect to return to work as a Part-time Employee after taking at least 18 weeks of paid Parental Leave. Subject to the approval of their Manager and operational requirements of the University, the Employee may apply their remaining entitlement to paid Parental Leave (**Remaining Entitlement**) to maintain payment of their Annual Base Salary as if they were working their hours of work before commencing the period of Parental Leave.
- 47.21 Where this occurs, the Employee's Remaining Entitlement will be paid to the Employee at the Employee's Ordinary Hourly Rate for the hours that the Employee would otherwise be working and the Remaining Entitlement will reduce progressively and proportionality.
- 47.22 If the Employee does not use their full entitlement to paid Parental Leave (accrued in accordance with 47.6) within 52 weeks of first commencing paid Parental Leave or before commencing a subsequent period of paid Parental Leave, any Remaining Entitlement expires.
- 47.23 For the avoidance of doubt, the Employee's qualifying period for a second or subsequent period of paid Parental Leave will resume once the Employee has returned to work under this arrangement.

**Partner Leave**

- 47.24 An Employee who is the Partner of the birthing parent or adoptive parent and who is not the Primary Care Giver,

is entitled to partner leave as follows:

<b>Length of Continuous Service at the time leave is to commence</b>	<b>Entitlement to partner leave</b>
Less than 12 months	Up to 3 weeks unpaid partner leave
At least 12 months	Up to 2 weeks paid partner and Up to 6 weeks unpaid partner leave

- 47.25 An Employee must notify the University within 3 months from the date of birth or placement of the child of the date they wish to elect for Partner Leave to be taken. The leave must be taken within 12 months from the date of birth or placement of the child.

**Transfer to a Safe Job**

- 47.26 Where illness or risks arising out of pregnancy or hazards connected with the work assigned to a pregnant Employee make it inadvisable for the Employee to continue in their present duties:
- (a) the duties will be modified; or

- (b) the Employee may be transferred to a safe position at the same classification level and ordinary hours of work (unless otherwise agreed) until the Employee commences Parental Leave.

47.27 Where there is no safe position available the Employee is entitled to take paid leave for the period the Employee is deemed to be at risk.

#### ***Return to Work***

47.28 An Employee may apply to end their Parental Leave early. Approval of the application is subject to the needs of the relevant School or Section to be determined by the Head, and will not be unreasonably denied.

47.29 Where an application to end the period of Parental Leave early and return to work is made by the birthing parent Employee within six weeks after the day on which the pregnancy ends, the application must be supported by a medical certificate indicating the Employee is fit to resume duty.

47.30 An Employee on return to work from Parental Leave is entitled to the same position or a position equivalent in pay, conditions and status commensurate with the Employee's skill and abilities required in the substantive position held immediately prior to proceeding on Parental Leave.

47.31 Where the Employee was transferred to a safe job, in accordance with this clause, the Employee is entitled to return to the position occupied immediately prior to transfer to the safe job.

47.32 An Employee returning from Parental Leave is entitled to make a flexible working request in accordance with the Act, including a request to return on a part-time basis. Such request should be made at least six weeks prior to the expected return date or as soon as practicable.

47.33 Where an Employee returns to work on a part-time basis, they may revert to full-time hours at the same classification level within two years of returning from Parental Leave. However, where the return to work on a part-time basis was agreed for a specified period, the Employee may apply to return to full-time hours before the end of that specified period, and the University may only refuse such request on reasonable business grounds.

#### ***Effect of Parental Leave on Employment***

47.34 Absence on paid Parental Leave counts as service for all purposes under this Agreement.

47.35 Absence on unpaid Parental Leave does not break continuity of service but is not taken into account when calculating a period of service for any purpose under this Agreement.

#### ***Paid Lactation Breaks***

47.36 Paid lactation breaks are provided to employees who are breastfeeding, expressing milk, or other activity necessary to the act of breastfeeding or expressing milk and is in addition to any other rest period and meal break provided for in this Agreement.

47.37 An Employee will be entitled to reasonable lactation breaks, to be taken in consultation with their Manager.

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## 48 Gender Affirmation Leave

- 48.1 The University celebrates diversity and is committed to the promotion of inclusion and belonging. The University will support Employees who are affirming their gender identity. Eligible Employees who have completed at least 12 months continuous employment with the University, are entitled to 20 days per annum of paid gender affirmation leave.
- 48.2 Part-time Employees are entitled to paid gender affirmation leave on a *pro rata* basis.
- 48.3 Employees accrue their full entitlement to gender affirmation leave on completion of each 12 months continuous employment, up to a maximum of 20 days. This leave does not accumulate from year to year.
- 48.4 Paid gender affirmation leave is calculated at the Employee's Ordinary Hourly Rate.
- 48.5 If the Employee has exhausted their entitlement to paid gender affirmation leave and requires additional leave to complete or continue affirming their gender, the Employee may apply for paid personal leave in accordance with clause 37 - Personal/Carer's Leave. If the Employee has exhausted their entitlement to paid personal/carer's leave, the Employee may apply for leave without pay in accordance with clause 45 - Leave Without Pay.
- 48.6 Gender affirmation leave is provided in addition to any other leave types available to the Employee.
- 48.7 Periods of paid gender affirmation leave will count as service for all purposes under this Agreement.
- 48.8 The Employee may request to access gender affirmation leave for the purpose of any gender affirmation process or procedure, provided that:
- (a) it requires the Employee to be absent from work for medical purposes (including surgery/or hormone therapy, attendance at medical and/or counselling appointments, and rest and recovery from medical procedures) and legal affirmation (specifically, legally changing the Employee's gender marker on personal identification documents such as the Employee's passport, birth certificate and driver's licence); and
  - (b) it is consistent with the Employee's gender affirming care plan provided in accordance with clause 48.10(a).
- 48.9 Subject to the operational needs of the University, the University will approve the leave on receipt of the notice in accordance with clause 48.10.
- 48.10 Notice and evidence requirements for gender affirmation leave:
- (a) To be eligible to access the leave in accordance with this clause, the Employee must, on or before the first occasion they apply for the leave, provide a copy of a gender affirming care plan endorsed by the Employee's general practitioner or medical specialist; and
  - (b) The Employee must apply in writing for paid gender affirmation leave to their manager or to the DHR consistent with their gender affirming care plan. Applications for the leave will be dealt with confidentially and sensitively. The application must include the following details:
    - (i). advise the period of leave proposed to be taken; and

- (ii). in the case of medical appointments and/or medical procedures, include a medical certificate or letter from the Employee's general practitioner or health/medical specialist; or
- (iii). in the case of non-medical purposes, evidence that would satisfy a reasonable person.

- 48.11 Any application for paid personal/carer's leave pursuant to clause 48.5 must be accompanied by evidence referred to in clause 48.10.
- 48.12 This clause does not apply to Casual Employees.

## **PART G: PERFORMANCE AND DEVELOPMENT**

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### **49 Staff Appraisals**

- 49.1 Where practicable, Employees will participate in an annual staff appraisal with their Manager.
- 49.2 The staff appraisal process aims to assist Employees to perform at their optimum level and Managers will adopt a professional and constructive approach.
- 49.3 Managers are required to receive relevant training prior to undertaking reviews.
- 49.4 Where practicable, Employees will be offered relevant training before undertaking their staff appraisal.
- 49.5 Issues of unsatisfactory performance will be addressed in accordance with clause 51 and not this clause.
- 49.6 This clause does not apply to Casual Employees or Fixed Term Employees with a term of employment equal to or less than 12 months.

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### **50 Staff Development Grants Scheme**

- 50.1 The Staff Development Grants Scheme provides assistance to Employees who wish to attend workshops, courses, conferences and other employee development activities (including tertiary or professionally prescribed study) which are relevant to their current employment or future career, and which enhance skills and knowledge leading to a demonstrable contribution to the work and productivity of the University.
- 50.2 Professionally prescribed study may include components of vocational tertiary education, diploma or certificate courses (e.g. through providers such as TAFE or professional affiliations), internships or articles.
- 50.3 Grants conferred are for actual expenses indicated in the application and not a commitment for the University to fund the entirety of the tertiary or professionally prescribed study.
- 50.4 Employees are eligible to apply for grants in accordance with relevant University policy.
- 50.5 This clause does not apply to Casual Employees.

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### **51 Performance Management**

- 51.1 This clause sets out the University's process to manage unsatisfactory performance. This clause does not apply to casual or probationary Employees.

51.2 The University's preference is for early action when dealing with instances of unsatisfactory performance. Managers are expected to discuss any performance issues with Employees as these arise and work with the Employee to resolve the issues. Such actions may include:

- (a) discussing the matter with the Employee;
- (b) providing feedback on performance to the Employee; and
- (c) conducting regular performance reviews.

51.3 The process for performance management is set out below.

***Stage 1: Identifying and Responding to Performance Concerns***

51.4 The steps at Stage 1 must be completed before commencing Stage 2.

- (a) The Manager identifies performance concerns to the Employee.
- (b) The Employee will be given an opportunity to respond to the concerns and to indicate whether there are any mitigating circumstances that might be impacting on the Employee's performance. The Manager may make temporary adjustments to address the Employee's circumstances.
- (c) The Manager and Employee will discuss measures that may be taken to improve the Employee's performance and a timeframe for assessing whether those measures have helped improve the Employee's performance. The Manager may set down a date to meet again to discuss and review the Employee's progress against the measures.
- (d) Where the Employee's performance has improved to a satisfactory standard, this performance management process will be discontinued.
- (e) Where the Employee does not improve their performance to a satisfactory standard, the Manager may commence a Performance Improvement Plan set out in Stage 2.

***Stage 2: Implementing a Performance Improvement Plan***

51.5 Where the Employee's performance has not improved to a satisfactory standard the Manager will implement a Performance Improvement Plan (**PIP**). Where this occurs, the Manager will advise the Employee:

- (a) that a PIP is being implemented;
- (b) of the performance issues, expected performance standards and reasonable measures that can be offered to support the Employee to improve their performance;
- (c) of the reasonable timeframe(s) within which the Employee is expected to meet the required performance standard;
- (d) the dates on which the Manager and Employee will meet at regular intervals to discuss the Employee's performance against the PIP; and
- (e) the potential consequences if performance is not improved to the expected standard and within the relevant timeframe(s), which may include termination of employment.

51.6 The Employee may have a support person attend any of the meetings regarding the PIP. The Manager is not required to agree to undue delays in the discussion occurring because of the unavailability of the Employee's chosen support person.

- 51.7 If the Employee refuses to participate in the PIP process, the Manager may issue a lawful direction to the Employee to participate in the process.

### ***Stage 3 Review of Performance Improvement Plan***

- 51.8 If the Employee has met the expected performance standards of the PIP within the timeframes set out in the PIP, the process will cease and the Manager will confirm this with the Employee.
- 51.9 If the Employee has not met the expected performance standards of the PIP within the timeframes set out in the PIP, and the Manager considers that disciplinary action is appropriate, the Manager will advise the Employee that further action is being considered.
- 51.10 If the Manager considers that disciplinary action is appropriate in the circumstances, the Manager will refer the matter to the DHR and the performance management process will proceed to Stage 4.

### ***Stage 4 Disciplinary Action***

- 51.11 On receipt of a referral from the Manager, the DHR will review the matter in a timely manner. If the DHR decides that disciplinary action (up to and including termination of Employment) is appropriate in the circumstances, the DHR will:
- (a) meet with the Employee and advise the Employee that the Employee has not met the performance expectations of the PIP and that the DHR is considering disciplinary action up to and including termination of employment. The Employee will be provided this information in writing at or after the meeting and may bring a support person to the meeting; and
  - (b) provide the Employee with a period of five Business Days to respond to the performance concerns and to show cause as to why the proposed disciplinary action should not be taken. The DHR will consider any reasonable request by the Employee to extend the timeframe to respond.
- 51.12 After expiry of the relevant timeframe or receipt of the Employee's response (if any), the DHR will determine the appropriate action (which may include disciplinary action up to and including termination of Employment) in the circumstances, taking into account:
- (a) the Employee's response (if any);
  - (b) the relevant performance concerns;
  - (c) any support offered to the Employee to improve their performance; and
  - (d) any mitigating circumstances raised by the Employee.
- 51.13 The DHR will advise the Employee in writing of their decision.

### ***Review of Decision***

- 51.14 Following the completion of Stage 4 Disciplinary Action where a decision results in action other than termination of employment (e.g., reclassification, deferment of increment). The Employee may request a review of the decision of the DHR by the VC or nominee. The Employee must make the request in writing within five Business Days after notification of the decision.
- 51.15 The decision of the DHR remains in effect during any review.

- 51.16 Where possible, the VC or nominee will inform the Employee of the outcome within 14 days of receiving the review request in writing, or as soon as practicable after the 14 days has expired.

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## **52 Misconduct**

- 52.1 All Employees are required to behave in a respectful and courteous manner, consistent with their obligations under the University's Code of Ethics and Code of Conduct, and all laws of the State and Commonwealth.
- 52.2 The principles of procedural fairness and natural justice will be applied throughout the misconduct process.
- 52.3 For the purposes of this clause, misconduct includes, but is not limited to:
- (a) negligence in the performance of an Employee's duties;
  - (b) misbehaviour;
  - (c) refusal to carry out a lawful and reasonable instruction; or
  - (d) a breach of the University's Code of Conduct and Code of Ethics.
- 52.4 For the purposes of this clause, serious misconduct includes, but is not limited to:
- (a) wilful, or deliberate, behaviour that is inconsistent with the continuation of the Employee's employment; or
  - (b) conduct that causes imminent, and serious, risk to:
    - (i) the health, or safety, of a person, animal or environment;
    - (ii) the reputation, viability or financial sustainability of the University, except where an Employee was validly exercising their right to freedom of speech in accordance with clause 5;
  - (c) serious misconduct may also include circumstances where the Employee has engaged in repeated misconduct.
- 52.5 Examples of serious misconduct include, but are not limited to:
- (a) threatened or actual assault of another Employee, student or member of the public;
  - (b) serious conflict of interest;
  - (c) acts of dishonesty in relation to University property and facilities i.e. misappropriation or repeated damage or misuse of University property or facilities;
  - (d) serious instances of bullying, serious abuse or sexual harassment of another Employee of the University, student or member of the public;
  - (e) continuing or repeated instances of misconduct;
  - (f) serious failure to observe occupational, health, safety and welfare policies, instructions and requirements; and/or
  - (g) refusal to carry out a lawful and reasonable instruction that is consistent with the Employee's contract of employment.
- 52.6 Research misconduct includes:



- (a) fabrication;
- (b) falsification;
- (c) plagiarism;
- (d) falsification or misrepresentation to obtain funding;
- (e) deception in proposing, carrying out or reporting the results of research, including misleading ascription of authorship;
- (f) failure to declare or manage a serious conflict of interest;
- (g) avoidable failure to follow research protocols as approved by a research ethics committee, particularly where this failure may result in unreasonable risk or harm to humans, animals or the environment;
- (h) conduct of research without ethics approval as required by the National Statement on Ethical Conduct in Human Research or the Australian Code for the Care and Use of Animals for Scientific Purposes or successor documents;
- (i) conduct of research with or transporting of genetically modified organisms without approval as prescribed in the Gene Technology Act and Regulations;
- (j) conducting research without the requisite approvals, permits or licences;
- (k) repeated or continuing conduct of research and/or publication without consultation and agreement as required by the AIATSIS Code of Ethics for Aboriginal and Torres Strait Islander Research and Guide to Applying the AIATSIS Code of Ethics for Aboriginal and Torres Strait Islander Research or successor documents;
- (l) wilful concealment or facilitation of research misconduct by others; or
- (m) repeated or continuing breaches of the Australian Code for the Responsible Conduct of Research including where these have been the subject of previous counselling or specific direction.

### ***Investigations and allegations***

- 52.7 Concerns about the conduct or behaviour of an Employee may be referred to the DHR to consider in accordance with this clause. The DHR may determine to undertake an investigation or other enquiries as they consider appropriate to determine how to deal with the matter.
- 52.8 Before the DHR takes disciplinary action against an Employee for reasons amounting to misconduct or serious misconduct, the DHR must take steps in this clause.
- 52.9 If the DHR considers that such allegation/s of misconduct or serious misconduct warrant further investigation, they:
- (a) will notify the Employee in writing of the allegations in sufficient detail to enable the Employee to understand the precise nature of the allegations and to properly consider and respond to them, and require the Employee to submit a written response within 10 Business Days; or
  - (b) in the case of allegations of research misconduct, the DHR will consult with the DVC Research and any investigation will be conducted in accordance with this clause and consistent with the provisions of the Research Code, associated guides or successor documents.

- 52.10 At any stage during a process conducted under this clause, the DHR may suspend the Employee on full pay or, may suspend the Employee without pay if the DHR is of the view that the alleged conduct amounts to conduct of a kind envisaged in clause 52.3 to 52.5. Provided that:
- (a) where suspension without pay occurs at a time when the Employee is on paid leave the Employee will continue to receive pay for the remaining period of paid leave;
  - (b) the Employee may engage in paid employment or apply for any accrued annual or long service leave for the duration of the suspension without pay, so long as the paid employment does not conflict with any obligation the Employee owes to the University or impact the Employee's capacity to participate in the process set out in this clause;
  - (c) the VC's nominee may at any time direct that salary be paid on the ground of hardship; and
  - (d) during any period of suspension, the Employee may be excluded from the University, provided that they are permitted reasonable access to the University to participate in the process set out in this clause or to collect personal property.
- 52.11 The DHR will review and consider any investigation or other enquiries where conducted in accordance with clause 52.9, the allegations and Employee's response to the allegations (if any). The DHR may seek additional information and/or clarify with the Employee about their response to the allegations.
- 52.12 In the absence of a response to the allegations by an Employee, the DHR will review and consider the available material.
- 52.13 Where the DHR determines:
- (a) there has been no misconduct or serious misconduct, no further action under this clause will be taken and the DHR will advise the Employee in writing of their decision; or
  - (b) the Employee has engaged in misconduct or serious misconduct, the DHR may take disciplinary action against the Employee in accordance with the provisions of this Agreement.

### ***Disciplinary Action***

- 52.14 Disciplinary action is limited to:
- (a) formal censure or counselling, such as providing a warning or requiring the Employee to attend training; or
  - (b) suspension with or without pay for a reasonable period; or
  - (c) transfer to another position and/or location; or
  - (d) withholding of an increment; or
  - (e) demotion by one or more increments; or
  - (f) demotion by one or more classification levels; or
  - (g) termination of employment.

### ***Decision by the DHR***

- 52.15 The DHR will advise the Employee in writing of their decision, which will include:
- (a) whether the Employee has engaged in misconduct or serious misconduct;
  - (b) what (if any) disciplinary action will be taken; and
  - (c) the operative date of any disciplinary action.
- 52.16 If the DHR determines there has been no serious misconduct and the Employee has been suspended without pay, any lost income and accrual-based entitlements will be reinstated to the Employee as if there was no serious misconduct.
- 52.17 Where an Employee has reasonable grounds to believe that the disciplinary action imposed in accordance with clause 52.14(b)-(f) is unreasonable the Employee may initiate a Dispute in accordance with clause 65.
- 52.18 The decision of the DHR will take effect five working days after the date the Employee is notified of the decision in writing.

### ***Independent Review of Decision***

- 52.19 An Employee may seek a review of the decision of the DHR to terminate the Employee's employment by an Independent Reviewer within five Business Days of the Employee being notified of the decision, on the basis that:
- (a) the procedures outlined in this clause have not been followed; and/or
  - (b) the decision of the DHR was not reasonable.
- 52.20 The Employee must advise the VC (or delegate) in writing of a request in accordance with clause 52.19 and the reasons for requesting the review.
- 52.21 The Employee must provide the VC (or delegate) with the following within 10 Business Days of their request for review:
- (a) any written submissions supporting the request for review;
  - (b) any documentary evidence that the Employee relies on based on the reasons for review; and
  - (c) whether the Employee requests to be heard in person or not by the Independent Reviewer.

### ***The Independent Reviewer***

- 52.22 The VC (or delegate) will engage an Independent Reviewer within 10 Business Days of the Employee submitting the request for review. The Independent Reviewer is to be agreed by the University and the NTEU from a pool of Independent Reviewers agreed between the University and the NTEU, who are external to the University and who have expertise in employee relations matters.
- 52.23 The VC (or delegate) will provide the Independent Reviewer with the Employee's and University's submissions and any supporting materials as soon as practicable after receiving the Employee's materials in accordance with clause 52.21 (if any). The University's submission and any supporting materials will be provided to the Employee at the same time as the Independent Reviewer.
- 52.24 In carrying out their role, the Independent Reviewer:
- (a) will act quickly, fairly, impartially, and maintain confidentiality at all times;
  - (b) will afford procedural fairness to the Employee and University.
  - (c) will consider the submissions and materials provided to them;

- (d) may request additional information if the Independent Reviewer considers this necessary; and
- (e) will allow a reasonable opportunity for the Employee to be heard in person upon request, in which case the University will be notified and will be given the opportunity to attend the hearing and respond.

For this purpose, the Employee may nominate an Employee Representative and the University may also be represented.

- 52.25 The Independent Reviewer will report their findings to the Employee and the VC or nominee in writing outlining whether:
- (a) The procedures outlined in this clause have been followed; and
  - (b) The decision of the DHR was reasonable.
- 52.26 Where an Employee has been suspended without pay, the Independent Reviewer will consider whether this should continue or not and make recommendations as part of their report on their findings in accordance with clause 52.25, unless they are of the view this should be considered earlier, in which case they will provide an interim report on the suspension only to the VC (or delegate) to consider and determine in accordance with clauses 52.29 to 52.30. The Independent Reviewer will continue to review the matter and report on their findings in accordance with the timelines outlined in this clause.
- 52.27 The Independent Reviewer will provide their report within 10 Business Days of receiving the submissions or, if there is a hearing requested by the Employee, within a further five working days of that hearing.
- 52.28 The VC (or delegate) will not unreasonably refuse a request from the Independent Reviewer for an extension of time of up to 10 Business Days.

***Further Consideration***

- 52.29 The VC (or delegate) having considered the Independent Reviewer's report based on the facts, may confirm the original decision or may reconsider and determine what, if any, different disciplinary action should be taken. The VC (or delegate) may seek additional information.
- 52.30 The VC (or delegate) will advise the outcome of their further consideration in writing to the Employee. Where the original decision is confirmed, the notice period (if any) (or payment in lieu) will then apply from the date of the written notification to the Employee in accordance with this clause.
- 52.31 This clause does not apply to a Casual or probationary Employee.

**PART H: CONSULTATION AND COMMUNICATION**

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**53 Professional and General Employees Consultative Committee**

- 53.1 The role of the Professional and General Employees Consultative Committee (PGCC) is to:
- (a) facilitate consultation between the University and Employees on workplace relations and human resource matters by:

- (i) providing an open forum to raise workplace relations issues;
    - (ii) reviewing significant human resource policy initiatives and providing feedback on the development and implementation of such initiatives; and
  - (b) Consider and discuss matters in accordance with clauses 4.5 and 4.6; and
  - (c) Consider and discuss matters in accordance with clause 10.8.
- 53.2 The PGCC will usually meet on a quarterly basis.
- 53.3 The committee comprises:
- (a) DHR as Chair;
  - (b) three Employee nominees of the Chair;
  - (c) three Employee nominees from the NTEU; and
  - (d) three elected Employee representatives.
- 53.4 Members appointed under clause 53.3(c) and (d) will have a two year term of office and may be reappointed for a subsequent term following a further nomination and election.
- 53.5 The process of election of Employee representatives will be the responsibility of the Chair.
- 53.6 Subject to the operational requirements of the University, members of the PGCC will be provided with time release in order to perform the functions of their role.
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## **54 Consultation on Workplace Change**

- 54.1 The provisions of this clause apply to the introduction of significant workplace change affecting Employees.
- 54.2 Workplace change is deemed to be significant if it results in one or more of the following:
- (a) termination of employment due to Redundancy, including where it is proposed that existing jobs will be outsourced;
  - (b) major changes in the composition, operation or size of the University's workforce or in the skills required;
  - (c) the elimination or diminution of job opportunities, promotion opportunities or job tenure;
  - (d) change to hours of operation;
  - (e) the need to transfer to another campus;
  - (f) the restructuring of jobs or technological change where this will have a significant impact on the day to day work practices of Employees,
- provided that where this Agreement makes provision for variation of any of these matters, the variation is deemed not to have significant effect.
- 54.3 For the avoidance of doubt, nothing in this clause prevents or otherwise limits the University from consulting with Employees regarding potential changes it may introduce or is considering introducing before making a definite decision to introduce a significant workplace change for the purposes of clause 54.4.

### ***Step 1 - Consultation on Significant Workplace Change***

- 54.4 Where the University proposes a significant workplace change, the University will engage in formal consultation with Affected Employees and their Union(s) or other nominated representative(s) regarding the significant workplace change.
- 54.5 Formal consultation will include provision of a written proposal which sets out:
- (a) the specific nature of the proposed change and underlying business case rationale for the proposed change;
  - (b) information about the significant workplace change, other than information which is subject to legal privilege or is commercial-in-confidence;
  - (c) the impact the significant workplace change is likely to have on the Affected Employees, including during the implementation of the significant workplace change;
  - (d) a reasonable timeframe for consultation of not less than 10 Business Days, unless otherwise agreed; and
  - (e) any measures that the University is considering in order to avert or mitigate any impact of the proposed significant workplace change on the Affected Employees.
- 54.6 The University will provide the opportunity to meet and confer with Affected Employees on the proposed significant workplace change and any potential alternative proposals.
- 54.7 The University will provide the opportunity for Affected Employees to submit written responses within the consultation timeframe.
- 54.8 The University will give prompt and genuine consideration to matters raised during the stated formal consultation period by the Affected Employee(s) and their Union/nominated representative(s).

### ***Step 2 – Implementation of Significant Workplace Change***

- 54.9 The University will, as soon as practicable after making its decision, provide the Affected Employees and the relevant Unions or other nominated representative(s) with a copy of a change implementation plan which includes:
- (a) a proposed indicative timeframe for the implementation of the significant workplace change;
  - (b) any support measures offered to Affected Employees during the implementation of the significant workplace change; and
  - (c) an indicative summary of the distribution of relevant work following the implementation of significant workplace change.
- 54.10 The University will continue to consult with and support Affected Employees during the implementation of the significant workplace change, and will seek to avoid or mitigate against any detrimental outcomes for Affected Employees.
- 54.11 Casual Employees who are Affected Employees and are required by the University to attend meetings relating to consultation on significant workplace change will be paid for their attendance at such meetings.
- 54.12 For the purposes of this clause 54, **Affected Employees** means the Employees who may be affected by a change referred to in clause 54.1.

## **Transfers**

- 54.13 The University retains the right to transfer Employees who may be impacted by a significant workplace change where the University is able to identify Suitable Alternative Employment. The transfer is subject to the University giving the Employee 10 Business Days written notice of the transfer.

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## **55 Consultation on Change to Regular Rosters or Ordinary Hours of Work**

- 55.1 Where a decision has been made to change an Employee's regular rosters or ordinary hours of work the University will, as soon as practicable:
- (a) discuss with the relevant Employee(s) the introduction of the change;
  - (b) provide information to the Employee(s) about the change, including the nature of the change, what the University reasonably believes will be the effects of the change on the Employees, and information about any other relevant matters;
  - (c) invite the Employee(s) to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and
  - (d) give prompt and genuine consideration to any view given by the Employee(s) about the impact of the change.
- 55.2 Where the relevant Employee has appointed the NTEU or any other nominated representative(s), the University will recognise the representative.
- 55.3 The University is not required to disclose irrelevant, confidential or commercially sensitive information to the relevant Employee(s) or their representative(s).
- 55.4 For the purposes of this clause 55, **Relevant Employees** means the Employees who may be affected by a change referred to in clause 55.1.

## **PART I: FLEXIBILITY**

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### **56 Individual Flexibility Agreement**

- 56.1 The University and an Employee classified at Level 8 and above covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
- (a) the agreement deals with one or more of the following matters:
    - (i) arrangements about when work is performed;
    - (ii) overtime rates;
    - (iii) penalty rates;
    - (iv) allowances;
    - (v) leave loading;
    - (vi) additional purchased leave; and
  - (b) the arrangement meets the genuine needs of the University and Employee in relation to one or more of the matters mentioned in clause 56.1(a); and
  - (c) the arrangement is genuinely agreed to by the University and the Employee.

- 56.2 The University and an Employee classified at Level 7 and below covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
- (a) the agreement deals with one or more of the following matters:
    - (i) arrangements about when work is performed;
    - (ii) allowances;
    - (iii) leave loading;
    - (iv) additional purchased leave; and
  - (b) the arrangement meets the genuine needs of the University and an Employee in relation to one or more of the matters mentioned in clause 56.2(a); and
  - (c) the arrangement is genuinely agreed to by the University and the Employee.
- 56.3 The University must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under section 172 of the Act; and
  - (b) are not unlawful terms under section 194 of the Act; and
  - (c) result in the Employee being better off overall than the Employee would be if no arrangement was made.
- 56.4 The University must ensure the individual flexibility arrangement:
- (a) is in writing; and
  - (b) includes the name of the University and Employee; and
  - (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; and
  - (d) includes details of:
    - (i) the terms of the Agreement that will be varied by the arrangement; and
    - (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.
- 56.5 The University must give the Employee a copy of the individual flexibility arrangement within 14 days after it has been agreed.
- 56.6 The University or the Employee may terminate the individual flexibility arrangement:
- (a) by giving 28 days notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
  - (b) at any time, by written agreement between the University and the Employee.

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## **57 Flexible Working Hours Arrangement**

- 57.1 Employees may by written agreement with the University enter a flexible working hours arrangement where this is deemed practicable.
- 57.2 Where a flexible working hours arrangement is in place, the ordinary hours of work will be a maximum of 150 over a four week period. The Employee may select their



start and finishing times, within the hours of 6:00am to 8:30pm Monday to Friday, subject to clause 57.3.

57.3 The Employee must be on duty for all core time periods as stipulated in University policy and attend or perform work at specific times in accordance with their Manager's directions.

57.4 Where a flexible working hours arrangement is in place, the Employee may accrue debit and credit hours as follows:

***Credit Hours***

- (a) Where an Employee works more than 150 hours over a four week period, or the Agreed Hours in the case of a Part-time Employee, a maximum of 22.5 hours will carry over as credit hours to be applied in the next four week period.
- (b) Credit hours in excess of 22.5 hours will be lost, unless the Head approves conversion of the excess hours to flexi time. Where conversion to flexi time is approved, the time:
  - (i) must be taken within 12 months of accrual, at a mutually agreed time;
  - (ii) must be taken in a minimum period of one hour;
  - (iii) will not be paid out except in the case of Redundancy;
  - (iv) not taken within 12 months of accrual will be lost; and
  - (v) may be taken on consecutive days to a maximum of 22.5 hours, where it is practicable and convenient.
- (c) The Employee is not entitled to overtime payments under clause 35 for any credit hours accumulated or lost.

***Debit Hours***

- (d) Where an Employee works less than 150 hours over a four week period, the hours owing will carry over as debit hours to be applied in the next four week period.
  - (e) Where an Employee has more than 15 debit hours, they must arrange to clear the debit hours by one of the following arrangements:
    - (i) working additional hours to make up the time;
    - (ii) offsetting the debit against the Employee's leave; or
    - (iii) having pay equivalent of the hours at Ordinary Hourly Rate debited against the Employee's pay.
  - (f) Where an Employee continues to have excess debit hours, the flexible working hours arrangement may be terminated.
  - (g) The Head may approve the accumulation of more than 15 debit hours to accommodate fluctuating or seasonal workloads. These hours must be cleared within a mutually agreed timeframe.
- 57.5 The flexible working hours arrangement may be terminated by either party providing four weeks written notice, or at any time by agreement.

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## **58 Requesting Flexible Working Arrangements**

- 58.1 Employees, including regular Casual Employees who have a reasonable expectation of continuing employment on a regular and systematic basis, may apply to request a flexible working arrangement should they wish to change their working arrangements with the University.
- 58.2 Flexible working arrangements may include flexible working hours, flexible start and finish times, job sharing, working from home or another approved location.
- 58.3 Employees and the University may also agree to other arrangements set out in this Agreement, including annualised hours, deferred salary scheme or purchased leave arrangements.
- 58.4 Any requests for a flexible working arrangement must be made in writing to the Employee's Manager and must set out:
- (a) the details of the change sought;
  - (b) the reason for the change;
  - (c) the duration of the arrangement requested;
  - (d) the preferred date for commencing the arrangement; and
  - (e) any other information required by University policy.
- 58.5 Before responding to the written request, the Manager will discuss the request with the Employee and genuinely try to reach agreement on a change in working arrangements that will reasonably accommodate the Employee's request.
- 58.6 The Manager will provide the Employee with a written response within 21 days of the request being made, stating whether the request has been granted, refused or a different arrangement has been agreed to.
- 58.7 The University may refuse an application for a flexible working arrangement on reasonable business grounds and will consider other arrangements before refusal. If the application is refused, the University will provide details of the reasons for the refusal in writing to the Employee.
- 58.8 The approved flexible working arrangement will be reviewed as agreed to ensure the arrangement operates in the manner that was intended when it was approved or if the Employee's or the work area's circumstances have changed.
- 58.9 A flexible working arrangement made under this clause can be terminated by the University on reasonable business grounds by providing two weeks written notice, or at any time by agreement. The Employee may terminate a flexible working arrangement by providing the University with two weeks written notice.
- 58.10 To avoid any doubt, the University is not required to agree to a request for flexible working arrangements if there are reasonable business grounds for refusing the request.
- 58.11 Reasonable business grounds for refusing a request made under this clause are limited to the following:
- (a) the operational needs of the University or work area;
  - (b) that the new working arrangements requested would be too costly for the University;

- (c) that there is no capacity to change the working arrangements of other employees to accommodate the new working arrangements requested;
- (d) that it would be impractical to change the working arrangements of other employees, or recruit new employees, to accommodate the new working arrangements requested;
- (e) that the new working arrangements requested would be likely to result in a significant loss in efficiency or productivity;
- (f) that the new working arrangements requested would be likely to have a significant negative impact on the provision of services, including customer service; or
- (g) a reason or reasons related to work health and safety.

Guidance on the definition or application of the reasonable business grounds for requests made under this Agreement may be provided in the University Policy.

### ***Requests for flexible working arrangements under the Act***

58.12 For the avoidance of doubt, requests for a flexible working arrangement can also be made in accordance with the Act for the following circumstances:

- (a) the Employee is pregnant;
- (b) the Employee is the parent, or has responsibility for the care, of a child who is of school age or younger;
- (c) the Employee is a carer (within the meaning of the Carer Recognition Act 2010);
- (d) the Employee has a disability;
- (e) the Employee is 55 or older;
- (f) the Employee is experiencing family and domestic violence;
- (g) the Employee provides care or support to a member of the Employee's immediate family, or a member of the employee's household, who requires care or support because the member is experiencing family and domestic violence.

58.13 Any requests made in accordance with clause 58.12 will be dealt with under the Act.

## **PART J: CEASING EMPLOYMENT**

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### **59 Termination of Employment**

59.1 Subject to this Agreement, the University may terminate an Employee's employment, in writing, at any time by providing:

- (a) four weeks notice;
- (b) in the case of a probationary Employee, two weeks notice; or
- (c) in the case of an Employee who has completed more than five years' service and is over 45 years old, five weeks notice.

59.2 For Casual Employees, employment may be terminated at any time by one hours' notice.

- 59.3 Notwithstanding the notice requirements above, the University and an Employee may agree to a lesser period of notice, provided that the notice will not be less than as required by the NES.
- 59.4 The University must provide the Employee with written notice of the effective day of termination.
- 59.5 The University may require the Employee to either work the notice period or may, at the University's sole discretion, make a payment to the Employee in lieu of part or all of the notice period.
- 59.6 Notwithstanding the above, an Employee may be dismissed without notice for serious misconduct in accordance with clause 52. In these circumstances, the Employee is only entitled to be paid for the time worked up to the termination of employment.
- 59.7 This clause does not apply OCFE Employees.

## 60 Expiry of Fixed Term Employment

- 60.1 The University will give Fixed Term Employees written notice of the University's intention to offer, or not to offer, a new fixed term of employment upon expiry of the current fixed term contract. The notice will be at least:

Current contract duration	Notice
<3 years	2 weeks
≥3 years to <5 years	3 weeks
≥5 years	4 weeks

Where a Fixed Term Employee is over 45 years old and they have completed at least two years' continuous service with the University, an additional week of notice will be provided.

- 60.2 Where, because of circumstances relating to the provision of External Funding or funding otherwise beyond the University's control, the University is not reasonably able to give the notice required by clause 60.1 it will be sufficient compliance if the University advises those circumstances to the Fixed Term Employee in writing at the latest time at which the notice would otherwise be required to be given, and gives notice to the Fixed Term Employee at the earliest practicable date thereafter.

### **Severance Pay**

- 60.3 Severance pay will be payable where:
- (a) the Fixed Term Employee is employed on the basis of:
    - (i) Recent professional practice required;
    - (ii) Uncertainty over future requirements;
    - (iii) Specific task or project;
    - (iv) Research; or
    - (v) External funding, and
  - (b) in circumstances where:

- (i) the University has advised it will not renew or continue the Employee's employment;
- (ii) before the end of the Employee's fixed term employment, the Fixed Term Employee confirms in writing to the University their preference to continue employment with the University; and
- (iii) the Fixed Term Employee is employed on a second or subsequent fixed term contract.

60.4 Severance pay for 60.3(a)(i) Recent professional practice required and 60.3(a)(ii) Uncertainty over future requirements contracts will be as follows:

Length of continuous service	Severance pay
≥3 years to <4 years	4 weeks pay
≥4 years to <5 years	5 weeks pay
≥5 years to <6 years	6 weeks pay
≥6 years to <8 years	7 weeks pay
≥8 years to <9 years	8 weeks pay
≥9 years to <10 years	9 weeks pay
≥10 years	12 weeks pay

60.5 Severance pay for 60.3(a)(iii) Specific task or project, 60.3(a)(iv) Research and 60.3(a)(v) External funding contracts will be as follows:

Length of continuous service	Severance pay
>1 years to <2 years	4 weeks pay
≥2 years to <3 years	6 weeks pay
≥3 years to <4 years	7 weeks pay
≥ 4 years	8 weeks pay

### ***Termination Prior to End of Fixed Term***

60.6 Notwithstanding the above, the University may terminate a fixed term contract prior to its end date in the following circumstances:

- (a) during a probationary period;
- (b) for serious misconduct;
- (c) for unsatisfactory performance; or

In these circumstances, the period of notice of termination is as required by clause 60.1 and severance pay under clauses 60.4 and 60.5 is not payable. In cases of termination for serious misconduct, notice of termination is not required.

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## **61 Termination – OCFE Employees**

61.1 An OCFE appointment may be terminated if:

- (a) the funding that supports the position ceases or is insufficient; or
- (b) the Employee is no longer able to perform the inherent requirements of the position; or
- (c) the termination is in accordance with:
  - (i) clause 51 – Unsatisfactory Performance; or
  - (ii) clause 52 – Misconduct.

61.2 Where an Employee's employment is terminated under clause 61.1 they will be entitled to notice or payment in lieu of part or all of such notice, being:

- (a) four weeks;
- (b) five weeks where the OCFE Employee is over 45 years of age, and has more than two years of continuous service; or
- (c) a lesser period of notice in accordance with:
  - (i) clause 51 – Unsatisfactory Performance; or
  - (ii) clause 52 – Misconduct.

61.3 An OCFE Employee whose employment is terminated under clause 61.1(a) is entitled to severance pay in accordance with the following:

<b>Period of continuous service</b>	<b>Severance Pay</b>
At least 1 year but less than 2 years	4 weeks pay
At least 2 years but less than 3 years	6 weeks pay
At least 3 years but less than 4 years	7 weeks pay
At least 4 years but less than 5 years	8 weeks pay
At least 5 years but less than 6 years	10 weeks pay
At least 6 years but less than 7 years	11 weeks pay
At least 7 years but less than 8 years	13 weeks pay
At least 8 years but less than 9 years	14 weeks pay
At least 9 years but less than 10 years	16 weeks pay
At least 10 years	12 weeks pay

61.4 An OCFE Employee is not entitled to severance pay under clause 61.3 if:

- (a) they decline an offer of further employment with the University;
- (b) they do not otherwise seek to continue their employment with the University;
- (c) they obtain further employment within the University without the loss of accrued entitlements;
- (d) the University assists them to secure the Suitable Alternative Employment with another employer with a transfer of all accrued entitlements;
- (e) their employment is terminated in accordance with:
  - (i) clause 51 – Unsatisfactory Performance; or

- (ii) clause 52 – Misconduct.

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## 62 Resignation or Retirement

- 62.1 Ongoing, OCFE and Fixed Term Employees are required to give one months written notice of their intention to resign or retire, or the remainder of the term of their employment contract, whichever is the lesser period. In the case of an Employee subject to a probationary period, the required notice is two weeks.
- 62.2 Casual Employees are required to provide one hour's notice of their intention to resign.
- 62.3 The University and the Employee may agree to a shorter period of notice.
- 62.4 To the extent permitted by law, where an Employee fails to provide the required notice, the University may deduct from any monies owing an amount equivalent to the notice not provided. The Employee will forfeit payments for the period not worked.

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## 63 Redundancy

- 63.1 **Redundancy** is when the Employee's employment is terminated at the initiative of the University because the University no longer requires the job done by the Employee to be done by anyone, except where this is due to the ordinary and customary turnover of labour.
- 63.2 The University supports job security and will seek to avoid Redundancy by exploring all other available options in this clause so that termination of employment due to Redundancy is used as the last reasonably available option. However, it is accepted that Redundancy will be required in some circumstances.
- 63.3 This clause does not apply to:
- (a) an Employee whose employment is terminated because of ill health, misconduct (in accordance with clause 52), serious misconduct (in accordance with clause 52.4), unsatisfactory performance (in accordance with clause 51) or during the Employee's probationary period (in accordance with clause 11);
  - (b) a Casual Employee, OCFE Employee or Fixed Term Employee;
  - (c) an Employee whose period of continuous service with the University is less than 12 months;
  - (d) an Employee who is placed in Suitable Alternative Employment as per clause 63.4 and clause 63.13; and
  - (e) any other Employee who, due to the operation of sections 121, 122 and/or 123 of the Act does not have an entitlement to receive Redundancy pay under section 119 of the Act as amended from time to time.

### **Transfers**

- 63.4 If an Employee's position is made redundant, the University may transfer an Employee:
- (a) to Suitable Alternative Employment; or
  - (b) where the Employee agrees, to a lower classification level (being no more than one level below the Employee's current classification level).

- 63.5 If clause 63.4(b) applies then the Employee will continue to be paid at the Annual Base Salary or Ordinary Hourly Rate they received immediately prior to the transfer for:
- (a) 12 months from the date of notification specified at clause 63.7; or
  - (b) until the Annual Base Salary of the new role matches their previous Annual Base Salary,
- whichever occurs first.

### **Notifications**

- 63.6 In addition to clause 54, the University will advise any Employee, whose employment will terminate for reasons of Redundancy (**Affected Employee**), of the reasons for the decision and the period in which the University intends to carry out the Redundancy.
- 63.7 The University will provide written notice of Redundancy to an Affected Employee. That Employee may:
- (a) within four weeks of the date of the written notice, request redeployment as per clause 63.12; or
  - (b) indicate that they intend to accept the Redundancy entitlements payable as per clause 63.19.
- 63.8 An Affected Employee who has been provided with notice that their employment will terminate for reasons of Redundancy may apply within two weeks of the date of the written notice to the SDVC for a review of the decision. The SDVC will review the decision considering whether the Redundancy is in accordance with clause 63.1 and will either:
- (a) confirm the notice of Redundancy; or
  - (b) withdraw the notice of Redundancy.
- 63.9 Where a position's FTE is reduced, an Employee may:
- (a) agree to continue employment at the reduced FTE basis and that the University will not make any *pro rata* redundancy payments;
  - (b) request redeployment to a position of the same FTE as the Employee's position before the FTE was reduced as per clause 63.12; or
  - (c) indicate that they intend to accept the Redundancy entitlements payable as per clause 63.19.

### **Voluntary Redundancy**

- 63.10 Nothing in this clause prevents the University from electing to call for expressions of interest in voluntary Redundancy.
- 63.11 Where an application for voluntary Redundancy is granted the Employee will be entitled to notice, severance and leave as per clause 63.19. The Employee will not be entitled to redeployment or transfer.

### **Redeployment**

- 63.12 An Employee may nominate for redeployment within four weeks of the University issuing the written notice that the position is to be declared redundant set out in clause 63.7.



- 63.13 Where an Employee nominates for redeployment, the University will consult with the Employee in attempt to find Suitable Alternative Employment for a period of up to six months from the date specified in the written notice provided in accordance with clause 63.7.
- 63.14 The University may direct that an Employee on redeployment is placed in Suitable Alternative Employment.
- 63.15 An Employee on redeployment who has not been placed in Suitable Alternative Employment and elects to resign will be eligible for Redundancy entitlements under clause 63.19.
- 63.16 The University may assist Employees on redeployment by providing:
- (a) reasonable leave to attend interviews; and
  - (b) assistance in the preparation of a resume and applications for employment.
- 63.17 If the University considers that Suitable Alternative Employment is not practicable, the University may, after a period of four months of receiving written notice in accordance with clause 63.6, terminate the Employee's employment on the grounds of Redundancy. The Employee will be entitled to the Redundancy entitlements specified at clause 63.19.
- 63.18 During the redeployment period, the Employee may be directed to clear all accrued annual leave and long service leave.

### ***Redundancy Entitlements***

- 63.19 An Employee whose employment is terminated for reasons of Redundancy will receive the following applicable notice, severance and leave entitlements:
- (a) **Notice**
    - (i) an Employee who nominates for redeployment and subsequently resigns, or whose employment is terminated for reasons of Redundancy will receive or be required to give four weeks notice (or the balance of such notice), or payment in lieu of all or part of the notice period;
    - (ii) an Employee who has had their application for voluntary Redundancy accepted will receive eight weeks notice or payment in lieu of all or part of the notice period;
    - (iii) all other Employees whose employment is terminated for reasons of Redundancy will receive eight weeks notice or payment in lieu of all or part of the notice period.
  - (b) **Redundancy pay**
    - (i) Redundancy pay in accordance with the following table for the first 10 years of service:

Completed years of University service	Redundancy pay
1	4 weeks pay
2	6 weeks pay
3	9 weeks pay
4	12 weeks pay

Completed years of University service	Redundancy pay
5	15 weeks pay
6	18 weeks pay
7	21 weeks pay
8	24 weeks pay
9	27 weeks pay
10	30 weeks pay

for subsequent years, the Employee will be entitled to two weeks pay per completed year of University service to a maximum Redundancy entitlement of 104 weeks.

(c) **Leave**

- (i) accrued but untaken and *pro rata* long service leave;
- (ii) accrued but untaken annual leave and annual leave loading; and
- (iii) accumulated but untaken time off in lieu accrued in accordance with clause 35.9 or any banked flexi leave accrued in accordance with clause 57.

63.20 Entitlements under 63.19(a) and 63.19(c) will be paid at the current FTE and Annual Base Salary of the Employee.

63.21 Entitlements under 63.19(b) will be paid at the Annual Base Salary or Ordinary Hourly Rate of the Employee.

## PART K: DISPUTE RESOLUTION

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### 64 Grievances

64.1 Employees have a right to raise a grievance about matters arising directly in connection with their employment and seek a solution in accordance with the University's employee grievance policy that will incorporate the following principles in the handling of grievances:

- (a) encouraging local and early resolution of grievances in the first instance;
- (b) the use of alternative dispute resolution methods where possible and appropriate; and
- (c) the application of procedural fairness and natural justice to all parties.

### 65 Disputes

65.1 For the purposes of this clause:

- (a) **Dispute** means disputes relating to matters arising under the Agreement or in relation to the NES; and
- (b) **Dispute Procedure** means the procedure set out in clauses 65.5 to 65.10.

- 65.2 All parties covered by the Agreement are able to raise a Dispute and be represented in the Dispute Procedure.
- 65.3 Each step in the Dispute Procedure is mandatory and must be followed before proceeding to the next step.
- 65.4 While the Dispute Procedure is being conducted:
- (a) working conditions as they existed prior to the Dispute will continue; and
  - (b) an Employee must continue to perform their work as they would normally unless:
    - (i) the Employee has a reasonable concern about an imminent risk to their health and safety; or
    - (ii) there are other reasonable grounds to refuse to comply with a direction.
- 65.5 Parties to the Dispute will attempt to resolve the issues at local level in the first instance, by discussions between the Employee(s) and the relevant immediate Manager.
- 65.6 Where the Dispute is not resolved in the first instance, or it is impracticable to settle locally, either party to the Dispute may refer the Dispute to the DHR in writing.
- 65.7 Where a Dispute is lodged it will set out in writing the provision of the Agreement or NES to which the Dispute relates, be particularised and state the outcome being sought.
- 65.8 Upon receipt of a written notice of a Dispute by the DHR, an appropriate representative of the parties will discuss the Dispute and attempt to reach agreement within 10 Business Days.
- 65.9 The parties may agree to adopt an interim resolution on a trial basis which may include adjustments to the timeframes within this clause where appropriate.
- 65.10 If the Dispute is resolved, all parties will be notified in writing as soon as practicable of the details of resolution.
- 65.11 If the Dispute is not resolved as provided at clause 65.8, either party may refer the Dispute to the FWC or by agreement to another person or body for resolution within 10 Business Days.
- (a) If the Dispute is referred to:
    - (i) the FWC, the FWC may deal with the Dispute through conciliation and/or arbitration in order to resolve the Dispute, the outcome of which will be binding on the parties; or
    - (ii) another person or body by agreement, then that person or body may deal with the Dispute as agreed by the parties.
  - (b) If the Dispute is not referred for resolution within the specified timeframes then the Dispute lapses.
- 65.12 The parties to a Dispute may extend timeframes under this clause by agreement in writing.

## Schedule A: ANNUAL BASE SALARIES

A	B	C	D	E
Level/Step	Annual Base Salaries effective from July 2022 (Following an administrative pay increase of 2%)**	Current Annual Base Salaries on the Commencement Date (Following an administrative pay increase of 3.3% effective July 2023)**	Annual Base Salaries from the first pay period on or after 1 July 2024 (Increase by 5%)	Annual Base Salaries from the first pay period on or after 1 July 2025 (Increase by 3.7%)
<b>Level 1</b>				
Step 1	\$52,915	\$54,660	\$57,393	\$59,517
Step 2	\$53,975	\$55,756	\$58,544	\$60,710
Step 3	\$55,038	\$56,854	\$59,697	\$61,906
<b>Level 2</b>				
Step 1	\$56,631	\$58,500	\$61,425	\$63,698
Step 2	\$57,694	\$59,598	\$62,578	\$64,893
Step 3	\$58,490	\$60,420	\$63,441	\$65,788
<b>Level 3</b>				
Step 1	\$59,557	\$61,521	\$64,597	\$66,987
Step 2	\$61,161	\$63,180	\$66,339	\$68,794
Step 3	\$62,764	\$64,835	\$68,077	\$70,596
Step 4	\$64,365	\$66,489	\$69,813	\$72,396
Step 5	\$65,969	\$68,145	\$71,552	\$74,199
<b>Level 4</b>				
Step 1	\$68,640	\$70,905	\$74,450	\$77,205
Step 2	\$70,242	\$72,560	\$76,188	\$79,007
Step 3	\$71,577	\$73,940	\$77,637	\$80,510
Step 4	\$72,913	\$75,319	\$79,085	\$82,011
Step 5 *	\$75,053	\$77,529	\$81,405	\$84,417
<b>Level 5</b>				

<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
<b>Level/Step</b>	<b>Annual Base Salaries effective from July 2022 (Following an administrative pay increase of 2%)**</b>	<b>Current Annual Base Salaries on the Commencement Date (Following an administrative pay increase of 3.3% effective July 2023)**</b>	<b>Annual Base Salaries from the first pay period on or after 1 July 2024 (Increase by 5%)</b>	<b>Annual Base Salaries from the first pay period on or after 1 July 2025 (Increase by 3.7%)</b>
Step 1	\$73,982	\$76,422	\$80,243	\$83,212
Step 2	\$76,120	\$78,632	\$82,564	\$85,619
Step 3	\$78,790	\$81,390	\$85,460	\$88,622
Step 4	\$81,999	\$84,705	\$88,940	\$92,231
Step 5 *	\$84,134	\$86,910	\$91,256	
<b>Level 6</b>				
Step 1	\$84,665	\$87,460	\$91,833	\$95,231
Step 2	\$86,268	\$89,115	\$93,571	\$97,033
Step 3	\$87,870	\$90,770	\$95,309	\$98,835
Step 4	\$89,477	\$92,430	\$97,052	\$100,643
Step 5 *	\$91,608	\$94,631	\$99,363	\$103,039
<b>Level 7</b>				
Step 1	\$92,679	\$95,737	\$100,524	\$104,243
Step 2	\$95,885	\$99,049	\$104,001	\$107,849
Step 3	\$99,089	\$102,359	\$107,477	\$111,454
Step 4	\$102,830	\$106,223	\$111,534	\$115,661
Step 5*	\$106,032	\$109,531	\$115,008	\$119,263
<b>Level 8</b>				
Step 1	\$103,364	\$106,775	\$112,114	\$116,262
Step 2	\$106,570	\$110,086	\$115,590	\$119,867
Step 3	\$109,775	\$113,398	\$119,068	\$123,474
Step 4	\$112,981	\$116,709	\$122,544	\$127,078
Step 5*	\$122,598	\$126,644	\$132,976	\$137,896

<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
<b>Level/Step</b>	<b>Annual Base Salaries effective from July 2022 (Following an administrative pay increase of 2%)**</b>	<b>Current Annual Base Salaries on the Commencement Date (Following an administrative pay increase of 3.3% effective July 2023)**</b>	<b>Annual Base Salaries from the first pay period on or after 1 July 2024 (Increase by 5%)</b>	<b>Annual Base Salaries from the first pay period on or after 1 July 2025 (Increase by 3.7%)</b>
<b>Level 9</b>				
Step 1	\$119,390	\$123,330	\$129,497	\$134,288
Step 2	\$121,527	\$125,537	\$131,814	\$136,691
Step 3	\$123,662	\$127,743	\$134,130	\$139,093
Step 4	\$126,335	\$130,504	\$137,029	\$142,099
<b>Level 10</b>				
Step 1	\$129,008	\$133,265	\$139,928	\$145,105

\*These steps represent Salary Protection Points (**SPP**) and are not accessible to all Employees.

\*\* Columns A and B contain details of administrative pay increases provided by the University to Employees outside of this Agreement.

## Schedule B: CLASSIFICATION DESCRIPTORS

Level	Training level or qualifications	Task level	Judgement, Independence and Problem Solving	Level of Supervision	Organisational Knowledge	Occupational equivalent	Typical Activities
1	<p>(i) Employees at the base of this level would not be required to have formal qualifications or work experience upon engagement.</p> <p>(ii) Employees engaged at the base of this level will be provided with structured on the job training in addition to up to 38 hours of induction which must provide information on the higher education institution, conditions of employment, training to be made available and consequent career path opportunities, physical layout of the institution/work areas, introduction to fellow workers and supervisors, work and documentation</p>	<p>Straightforward manual duties, or elements of Level 2 duties under close supervision and structured on the job training. Some knowledge of materials, e.g. cleaning chemicals and hand tools, may be required. Established procedures exist.</p>	<p>Resolve problems where alternatives for the employee are limited and the required action is clear or can be readily referred to higher levels.</p>	<p>Close supervision or, in the case of more experienced employees working alone, routine supervision.</p>	<p>Will provide straightforward information to others on building or service locations.</p>	<p>Cleaner, labourer, trainee for Level 2 duties.</p>	<p>Perform a range of industrial cleaning tasks, move furniture, assist trades personnel with manual duties.</p>

Level	Training level or qualifications	Task level	Judgement, Independence and Problem Solving	Level of Supervision	Organisational Knowledge	Occupational equivalent	Typical Activities
	procedures, work health and safety, equal opportunity practices and extended basic literacy and numeracy skills training where required/necessary to enable career path progression.						
2	Level 2 duties typically require a skill level which assumes and requires knowledge, training or experience relevant to the duties to be performed; or Completion of Year 12 without work experience; or Completion of Certificates I or II with work related experience; or an equivalent combination of experience and training.	Perform a range of straightforward tasks where procedures are clearly established. May on occasion perform more complex tasks.	(i) Solve relatively simple problems with reference to established techniques and practices. Will sometimes choose between a range of straightforward alternatives.  (ii) An employee at this level will be expected to	Routine supervision of straightforward tasks; close supervision of more complex tasks (see task level below).	Following training, may provide general information/advice and assistance to members of the public, students and other employees which is based on a broad knowledge of the employee's work area/responsibility, including knowledge of the functions carried out and the location and	Administrative assistant, security patrol officer.	(i) Administrative positions at this level may include duties involving the inward and outward movement of mail, keeping, copying, maintaining and retrieving records, straightforward data entry and retrieval.  (ii) Security officers may be involved in a range of patrol duties, including responding to alarms, following



Level	Training level or qualifications	Task level	Judgement, Independence and Problem Solving	Level of Supervision	Organisational Knowledge	Occupational equivalent	Typical Activities
			perform a combination of various routine tasks where the daily work routine will allow the latitude to rearrange some work sequences, provided the prearranged work priorities are achieved.		availability of particular personnel and services.		emergency procedures and preparing incident reports.
<b>3</b>	(i) Level 3 duties typically require a skill level which assumes and requires knowledge or training in clerical/administrative, trades or technical functions equivalent to: <ul style="list-style-type: none"> <li>• completion of a trades certificate or Certificate III;</li> <li>• completion of Year 12 or a Certificate II, with relevant work experience; or</li> </ul>	Some complexity. Apply body of knowledge equivalent to trade certificate or Certificate III, including diagnostic skills and assessment of the best	Exercise judgment on work methods and task sequence within specified timelines and standard practices and procedures.	In technical positions, routine supervision, moving to general direction with experience. In other positions, general direction. This is the first level	Perform tasks/assignments which require knowledge of the work area processes and an understanding of how they interact with other related areas and processes.	Tradesperson, technical assistant/technical trainee, administrative assistant.	(i) In trades positions, apply the skills taught in a trades certificate or Certificate III, including performance of a range of construction, maintenance and repair tasks, using precision hand and power tools and

Level	Training level or qualifications	Task level	Judgement, Independence and Problem Solving	Level of Supervision	Organisational Knowledge	Occupational equivalent	Typical Activities
	<ul style="list-style-type: none"> <li>• an equivalent combination of relevant experience and/or education/training.</li> </ul> <p>(ii) Persons advancing through this level may typically perform duties which require further on the job training or knowledge and training equivalent to progress toward completion of a Certificate IV or Diploma.</p>	<p>approach to a given task.</p>		<p>where supervision of other employees may be required.</p>			<p>equipment. In some cases this will involve familiarity with the work of other trades or require further training.</p> <p>(ii) In technical assistant positions:</p> <ul style="list-style-type: none"> <li>• assist a technical officer in operating a laboratory, including ordering supplies;</li> <li>• assist in setting up routine experiments;</li> <li>• monitor experiments for report to a technical officer;</li> <li>• assist with the preparation of specimens; and</li> <li>• assist with the feeding and care of animals.</li> </ul>

Level	Training level or qualifications	Task level	Judgement, Independence and Problem Solving	Level of Supervision	Organisational Knowledge	Occupational equivalent	Typical Activities
							<p>(iii) In administrative positions perform a range of administrative support tasks including:</p> <ul style="list-style-type: none"> <li>• standard use of a range of desktop based programs, e.g. word processing, established spreadsheet or database applications, and management information systems (e.g. financial, student or human resource systems). This may include store and retrieve documents, key and lay out correspondence and reports, merge, move and copy, use of</li> </ul>

Level	Training level or qualifications	Task level	Judgement, Independence and Problem Solving	Level of Supervision	Organisational Knowledge	Occupational equivalent	Typical Activities
							<p>columns, tables and basic graphics;</p> <ul style="list-style-type: none"> <li>• provide general administrative support to other employees including setting up meetings, answering straightforward inquiries and directing others to the appropriate personnel; and</li> <li>• process accounts for payment.</li> </ul> <p>(iv) Employees would be expected to perform a greater range and complexity of tasks as they progressed through the level and obtained further training.</p>
4	Level 4 duties typically require a skill level which assumes and requires	May undertake limited creative, planning or	(i) In trades positions,	In technical positions, routine	Perform tasks/assignments which require	Technical officer or technician, administrative	(i) In trades positions:

Level	Training level or qualifications	Task level	Judgement, Independence and Problem Solving	Level of Supervision	Organisational Knowledge	Occupational equivalent	Typical Activities
	<p>knowledge or training equivalent to:</p> <p>(i) completion of a diploma level qualification with relevant work related experience; or</p> <p>(ii) completion of a Certificate IV with relevant work experience; or</p> <p>(iii) completion of a post-trades certificate and extensive relevant experience and;</p> <p>(iv) on the job training; or</p> <p>(v) completion of a Certificate III with extensive relevant work experience; or</p> <p>(vi) an equivalent combination of relevant experience and/or education/training.</p>	<p>design functions; apply skills to a varied range of different tasks.</p>	<p>extensive diagnostic skills.</p> <p>(ii) In technical positions, apply theoretical knowledge and techniques to a range of procedures and tasks.</p> <p>(iii) In administrative positions, provide factual advice which requires proficiency in the work area's rules and regulations, procedures requiring expertise in a specialist area or broad knowledge of a</p>	<p>supervision to general direction depending upon experience and the complexity of the tasks. In other positions, general direction. May supervise or co-ordinate others to achieve objectives, including liaison with employees at higher levels. May undertake stand-alone work.</p>	<p>proficiency in the work area's rules, regulations, processes and techniques, and how they interact with other related functions.</p>	<p>above Level 3, advanced tradespersons.</p>	<ul style="list-style-type: none"> <li>work on complex engineering or interconnected electrical circuits; and/or</li> <li>exercise high precision trades skills using various materials and/or specialised techniques.</li> </ul> <p>(ii) In technical positions:</p> <ul style="list-style-type: none"> <li>develop new equipment to criteria developed and specified by others;</li> <li>under routine direction, assist in the conduct of major experiments and research programs and/or in setting up complex or unusual equipment for a range of</li> </ul>

Level	Training level or qualifications	Task level	Judgement, Independence and Problem Solving	Level of Supervision	Organisational Knowledge	Occupational equivalent	Typical Activities
			range of personnel and functions.				<p>experiments and demonstrations; and/or</p> <ul style="list-style-type: none"> <li>• demonstrate the use of equipment and prepare reports of a technical nature as directed.</li> </ul> <p>(iii) In library technician positions:</p> <ul style="list-style-type: none"> <li>• undertake copy cataloguing;</li> <li>• use a range of bibliographic databases;</li> <li>• undertake acquisitions; and/or</li> <li>• respond to reference inquiries.</li> </ul> <p>(iv) In administrative positions:</p> <ul style="list-style-type: none"> <li>• may use a full range of desktop based programs, including word</li> </ul>

Level	Training level or qualifications	Task level	Judgement, Independence and Problem Solving	Level of Supervision	Organisational Knowledge	Occupational equivalent	Typical Activities
							<p>processing packages, mathematical formulae and symbols, manipulation of text and layout in desktop publishing and/or web software, and management information systems;</p> <ul style="list-style-type: none"> <li>• plan and set up spreadsheets or database applications;</li> <li>• be responsible for providing a full range of secretarial services, e.g. in a faculty;</li> <li>• provide advice to students on enrolment procedures and requirements; and/or</li> <li>• administer enrolment and course</li> </ul>

Level	Training level or qualifications	Task level	Judgement, Independence and Problem Solving	Level of Supervision	Organisational Knowledge	Occupational equivalent	Typical Activities
							progression records.
5	<p>Level 5 duties typically require a skill level which assumes and requires knowledge or training equivalent to:</p> <ul style="list-style-type: none"> <li>• completion of a degree without subsequent relevant work experience; or</li> <li>• completion of an advanced diploma qualification and at least one year's subsequent relevant work experience; or</li> <li>• completion of a diploma qualification and at least 2 years' subsequent relevant work experience; or</li> <li>• completion of a Certificate IV and extensive relevant work experience; or</li> <li>• completion of a post-trades certificate and extensive (typically more than 2 years') relevant experience as a technician; or</li> </ul>	<p>Apply body of broad technical knowledge and experience at a more advanced level than Level 4, including the development of areas of specialist expertise. In professional positions, apply theoretical knowledge, at degree level, in a straightforward way. In administrative positions, provide interpretation, advice and decisions on</p>	<p>In professional positions, solve problems through the standard application of theoretical principles and techniques at degree level. In technical positions, apply standard technical training and experience to solve problems. In administrative positions, may apply expertise in a particular set of rules or regulations to make decisions, or be</p>	<p>In professional positions, routine supervision to general direction, depending on tasks involved and experience. In other positions, general direction and may supervise other staff.</p>	<p>Perform tasks/assignments which require proficiency in the work area's rules, regulations, policies, procedures, systems, processes and techniques, and how they interact with other related functions, in order to assist in their adaptation to achieve objectives, and advise, assist and influence others.</p>	<p>Graduate (i.e. degree) or professional, without subsequent work experience on entry (including inexperienced computer systems officer), administrator with responsibility for advice and determinations, experienced technical officer.</p>	<p>(i) In technical positions:</p> <ul style="list-style-type: none"> <li>• develop new equipment to general specifications;</li> <li>• under general direction, assist in the conduct of major experiments and research programs and/or in setting up complex or unusual equipment for a range of experiments and demonstrations;</li> <li>• under broad direction, set up, monitor and demonstrate standard experiments and equipment use; and/or</li> </ul>



Level	Training level or qualifications	Task level	Judgement, Independence and Problem Solving	Level of Supervision	Organisational Knowledge	Occupational equivalent	Typical Activities
	<ul style="list-style-type: none"> <li>an equivalent combination of relevant experience and/or education/training.</li> </ul>	rules and entitlements.	responsible for co-ordinating a team to provide an administrative service.				<ul style="list-style-type: none"> <li>prepare reports of a technical nature.</li> </ul> <p>(ii) In library technician positions:</p> <ul style="list-style-type: none"> <li>perform at a higher level than Level 4, including:</li> <li>assist with reader education programs and more complex bibliographic and acquisition services; and/or</li> <li>operate a discrete unit within a library which may involve significant supervision or be the senior employee in an out-posted service.</li> </ul> <p>(iii) In administrative positions:</p>

Level	Training level or qualifications	Task level	Judgement, Independence and Problem Solving	Level of Supervision	Organisational Knowledge	Occupational equivalent	Typical Activities
							<ul style="list-style-type: none"> <li>• responsible for the explanation and administration of an administrative function, e.g. HECS advice, records, determinations and payments, a centralised enrolment function, the organisation and administration of exams at a small campus.</li> </ul> <p>(iv) In professional positions and under professional supervision:</p> <ul style="list-style-type: none"> <li>• work as part of a research team in a support role;</li> <li>• provide a range of library services including bibliographic assistance,</li> </ul>

Level	Training level or qualifications	Task level	Judgement, Independence and Problem Solving	Level of Supervision	Organisational Knowledge	Occupational equivalent	Typical Activities
							original cataloguing and reader education in library and reference services; and/or <ul style="list-style-type: none"> <li>provide counselling services.</li> </ul>
6	Level 6 duties typically require a skill level which assumes and requires knowledge or training equivalent to: <ul style="list-style-type: none"> <li>(i) a degree with subsequent relevant experience; or</li> <li>(ii) extensive experience and specialist expertise or broad knowledge in technical or administrative fields; or</li> </ul>	Perform work assignments guided by policy, precedent, professional standards and managerial or technical expertise. Employees would have the latitude to develop or redefine procedure and interpret policy so long as other work	Discretion to innovate within own function and take responsibility for outcomes; design, develop and test complex equipment, systems and procedures; undertake planning involving resources use and develop proposals for resource	In professional positions, general direction; in other positions, broad direction. May have extensive supervisory and line management responsibility for technical, administrative and other non-professional employees.	Perform tasks/assignments which require proficiency in the work area's existing rules, regulations, policies, procedures, systems, processes and techniques and how they interact with other related functions, and to adapt those procedures and techniques as required to	Graduate or professional with subsequent relevant work experience (including a computer systems officer with some experience), line manager, experienced technical specialist and/or technical supervisor.	(i) In technical positions: <ul style="list-style-type: none"> <li>manage a teaching or research laboratory or a field station;</li> <li>provide highly specialised technical services;</li> <li>set up complex experiments;</li> <li>design and construct complex or unusual equipment to general specifications;</li> <li>assist honours and</li> </ul>

Level	Training level or qualifications	Task level	Judgement, Independence and Problem Solving	Level of Supervision	Organisational Knowledge	Occupational equivalent	Typical Activities
	(iii) an equivalent combination of relevant experience and/or education/training.	areas are not affected. In technical and administrative areas, have a depth or breadth of expertise developed through extensive relevant experience and application.	allocation; exercise high level diagnostic skills on sophisticated equipment or systems; analyse and report on data and experiments.		achieve objectives without impacting on other areas.		<p>postgraduate students with their laboratory requirements; and/or</p> <ul style="list-style-type: none"> <li>install, repair, provide and demonstrate computer services in laboratories.</li> </ul> <p>(ii) In administrative positions:</p> <ul style="list-style-type: none"> <li>provide financial, policy and planning advice;</li> <li>service a range of administrative and academic committees, including preparation of agendas, papers, minutes and correspondence; and/or</li> <li>monitor expenditure against budget</li> </ul>

Level	Training level or qualifications	Task level	Judgement, Independence and Problem Solving	Level of Supervision	Organisational Knowledge	Occupational equivalent	Typical Activities
							<p>in a school or small faculty.</p> <p>(iii) In professional positions:</p> <ul style="list-style-type: none"> <li>• work as part of a research team;</li> <li>• provide a range of library services, including bibliographic assistance, original cataloguing and reader education in library and reference services;</li> <li>• provide counselling services;</li> <li>• undertake a range of computer programming tasks;</li> <li>• provide documentation and assistance</li> </ul>

Level	Training level or qualifications	Task level	Judgement, Independence and Problem Solving	Level of Supervision	Organisational Knowledge	Occupational equivalent	Typical Activities
							<p>to computer users; and/or</p> <ul style="list-style-type: none"> <li>analyse less complex user and system requirements.</li> </ul>
7	<p>Level 7 duties typically require a skill level which assumes and requires knowledge or training equivalent to:</p> <p>(i) a degree with at least 4 years' subsequent relevant experience; or</p> <p>(ii) extensive experience and management expertise in technical or administrative fields; or</p>	<p>Independently relate existing policy to work assignments or rethink the way a specific body of knowledge is applied in order to solve problems. In professional or technical positions, may be a recognised authority in a specialised area.</p>	<p>Independently relate existing policy to work assignments, rethink the way a specific body of knowledge is applied in order to solve problems, adapt procedures to fit policy prescriptions or use theoretical principles in modifying and adapting techniques. This may involve stand-alone work or the supervision</p>	<p>Broad direction.</p> <p>Broad direction. May manage other employees including administrative, technical and/or professional employees.</p>	<p>Detailed knowledge of academic and administrative policies and the inter-relationships between a range of policies and activities.</p>	<p>Senior librarian, technical manager, senior research assistant, professional or scientific officer, senior administrator in a small less complex faculty.</p>	<p>(i) In a library, combine specialist expertise and responsibilities for managing a library function.</p> <p>(ii) In student services, the training and supervision of other professional employees combined with policy development responsibilities which may include research and publication.</p> <p>(iii) In technical manager positions, the management of teaching and research facilities for</p>

Level	Training level or qualifications	Task level	Judgement, Independence and Problem Solving	Level of Supervision	Organisational Knowledge	Occupational equivalent	Typical Activities
	(iii) an equivalent combination of relevant experience and/or education/training.		of employees in order to achieve objectives. It may also involve the interpretation of policy which has an impact beyond the immediate work area.				a department or school.  (iv) In research positions, acknowledged expertise in a specialised area or a combination of technical management and specialised research.  (v) In administrative positions, provide less senior administrative support to relatively small and less complex faculties or equivalent.
<b>8</b>	Level 8 duties typically require a skill level which assumes and requires knowledge or training equivalent to:  (i) postgraduate qualifications or	Work at this level is likely to require the development of new ways of using a specific body of	Responsible for program development and implementation. Provide strategic	Broad Direction, working with a degree of autonomy. May have management	The employees will be expected to make policy recommendations to others and to implement programs	Manager (including administrative, research, professional or scientific), senior school or faculty	(i) Assist in the management of a large functional unit with a diverse or complex set of functions and significant resources.

Level	Training level or qualifications	Task level	Judgement, Independence and Problem Solving	Level of Supervision	Organisational Knowledge	Occupational equivalent	Typical Activities
	<p>progress towards postgraduate qualifications and extensive relevant experience; or</p> <p>(ii) extensive experience and management expertise; or</p> <p>(iii) an equivalent combination of relevant experience and/or education/training.</p>	<p>knowledge which applies to work assignments, or may involve the integration of other specific bodies of knowledge.</p>	<p>support and advice (e.g. to schools or faculties) requiring integration of a range of university policies and external requirements, and an ability to achieve objectives operating within complex organisational structures.</p>	<p>responsibility for a functional area and/or manage other employees including administrative, technical and/or professional employees.</p>	<p>involving major change which may impact on other areas of the institution's operations.</p>	<p>administrator, researcher.</p>	<p>(ii) Manage a function or development and implementation of a policy requiring a high degree of knowledge and sensitivity.</p> <p>(iii) Manage a small or specialised unit where significant innovation, initiative and/or judgment are required.</p> <p>(iv) Provide senior administrative support to schools and faculties of medium complexity, taking into account the size, budget, course structure, external activities and management practices within the faculty or equivalent unit.</p>



Level	Training level or qualifications	Task level	Judgement, Independence and Problem Solving	Level of Supervision	Organisational Knowledge	Occupational equivalent	Typical Activities
9	<p>Level 9 duties typically require a skill level which assumes and requires knowledge or training equivalent to:</p> <p>(i) postgraduate qualifications and extensive relevant experience; or</p> <p>(ii) extensive management experience and proven management expertise; or</p> <p>(iii) an equivalent combination of relevant experience and/or education/training.</p>	<p>Demonstrated capacity to conceptualise, develop and review major professional, management or administrative policies at the corporate level. Significant high level creative, planning and management functions. Responsibility for significant resources.</p>	<p>Responsible for significant program development and implementation. Provide strategic support and advice (e.g. to schools or faculties or at the corporate level) requiring integration of a range of internal and external policies and demands, and an ability to achieve broad objectives while operating within complex organisational structures.</p>	<p>Broad direction, working with a considerable degree of autonomy. Will have management responsibility for a major functional area and/or manage other employees including administrative, technical and/or professional employees.</p>	<p>Conceptualise, develop and review major policies, objectives and strategies involving high level liaison with internal and external client areas. Responsible for programs involving major change which may impact on other areas of the institution's operations. Duties may have corporate impacts.</p>	<p>Manager (including administrative, research, professional or scientific), senior school or faculty administrator, senior researcher.</p>	<p>(i) Assist in the management of a large functional unit with a diverse or complex set of functions and significant resources.</p> <p>(ii) Manage a function or development and implementation of a policy requiring a high degree of knowledge and sensitivity and the integration of internal and external requirements.</p> <p>(iii) Manage a small and specialised unit where significant innovation, initiative and/or judgment are required.</p> <p>(iv) Provide senior administrative support to the more</p>

Level	Training level or qualifications	Task level	Judgement, Independence and Problem Solving	Level of Supervision	Organisational Knowledge	Occupational equivalent	Typical Activities
							complex schools and faculties, taking into account the size, budget, course structure, external activities and management practices within the faculty or equivalent unit.
<b>10</b>	<p>(a) Training level or qualifications</p> <p>Duties at or above this level typically require a skill level which assumes and requires knowledge or training equivalent to:</p> <p>(i) proven expertise in the management of significant human and material resources; and</p> <p>(ii) in some areas postgraduate qualifications and</p>	<p>Complex, significant and high level creative planning, program and managerial functions with clear accountability for program performance. Comprehensive knowledge of related programs. Generate and use a high level</p>	<p>Be fully responsible for the achievement of significant organisational objectives and programs.</p>	<p>Broad direction, operating with a high overall degree of autonomy. Will have substantial management responsibility for diverse activities and/or employees (including administrative, technical and/or</p>	<p>Bring a multi-perspective understanding to the development, carriage, marketing and implementation of new policies; devise new ways of adapting the organisation's strategies to new, including externally generated, demands.</p>	<p>Senior program, research or administrative manager.</p>	<p>(i) Manage a large functional unit with a diverse or complex set of functions and significant resources.</p> <p>(ii) Manage a more complex function or unit where significant innovation, initiative and/or judgment are required.</p> <p>(iii) Provide senior administrative support to the most complex schools and faculties in large institutions, involving</p>

Level	Training level or qualifications	Task level	Judgement, Independence and Problem Solving	Level of Supervision	Organisational Knowledge	Occupational equivalent	Typical Activities
	extensive relevant experience.	of theoretical and applied knowledge.		professional employees).			complex course structures, significant staff and financial resources, outside activities and extensive devolution of administrative, policy and financial management responsibilities to this position.

## Signatories

Signed for and on behalf of The University  
of Western Australia



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Full name: ..Amit Chakma.....

Authority to sign: ..Vice-Chancellor.....

Address: ..35 Stirling Highway, Crawley 6009.....

Date: ..12 December 2023.....

Signed for the Employees:  
.....

Full name: ..Damien Cahill.....

Authority to sign: ..  
.....  
Employee Representative  
National Tertiary Education Industry  
Union

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

Date: ..12 December 2023.....



THE UNIVERSITY OF  
**WESTERN  
AUSTRALIA**

**IN THE FAIR WORK COMMISSION**

**FWC Matter No.:**  
AG2023/5137

**Applicant:**  
The University of Western Australia

Section 185 – Application for approval of a single enterprise agreement

## Undertaking – Section 190

I, Fiona Keay, Director Human Resources, have the authority given to me by The University of Western Australia to give the following undertaking with respect to the UWA Professional and General Employees Enterprise Agreement 2023 (**Agreement**):

1. The University undertakes that, for the purposes of clause 33 of the Agreement, where a Shift Work Employee is required to work a non-rotating night shift, which under the *Higher Education Industry – General Staff – Award 2020 (Award)* would attract an overtime rate or shift penalty of 30%, the University will undertake a reconciliation exercise to ensure that the Agreement remuneration is better off overall than under the Award, or otherwise, pay the applicable Award rate plus 5%. The reconciliation referred to in this clause will be undertaken prior to a Shift Work Employee performing a non-rotating night shift.

2. The University undertakes that, for the purpose of clause 31 of the Agreement, where an Employee is required to regularly perform work outside of the Award span of hours, but within the Agreement span of hours, the University will undertake a reconciliation exercise to ensure that the Agreement remuneration is better off overall than under the Award, or otherwise, pay the applicable Award rate for hours worked outside the Award span (but within the Agreement span) plus 5%. The reconciliation referred to in this clause will be undertaken prior to an Employee performing work outside the Award span of hours.

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



Signature

29 January 2024

Date