

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.



THE UNIVERSITY OF
**WESTERN
AUSTRALIA**

The University of Western Australia Professional and General Employees Agreement 2017



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PART A: PRELIMINARIES

1. Title and Operation

- 1.1 This Agreement will be known as The University of Western Australia Professional and General Employees Agreement 2017 (Agreement).
 - 1.2 This Agreement will commence operation 7 days after the Agreement is approved by the FWC.
 - 1.3 The nominal expiry date of this Agreement will be 30 June 2021. However, this Agreement will continue to operate beyond the nominal expiry date 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) Executive members including the VC, SDVC, DVCs, PVC's, Deans and University Librarian;
 - (b) persons employed in Senior Management Positions on a fixed annual remuneration (FAR) contract;
 - (c) persons employed as an Academic Employee;
 - (d) persons employed in teaching non-award English language courses;
 - (e) persons involved in the operation of child care facilities; or
 - (f) 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; or
 - (iii) 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.

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.

Agreement means The University of Western Australia Professional and General Employees Agreement 2017.

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

Casual means an Employee engaged by the hour and paid on an hourly basis in accordance with the appropriate classification.

CPI means the Consumer Price Index, for Australia, ABS catalogue number 6401.0.

Deputy Vice-Chancellor (DVC) means the person at the time holding or acting in the office of DVC of the University or the DVC's nominee.

Deputy Director, Human Resources (DDHR) means the person occupying or acting in that position, or their nominee.

Director, Human Resources (DHR) means the person occupying or acting in that position, or their nominee.

Employee means all persons who are employed by the University and to whom this Agreement has application by virtue of clause 2.

Employee Representative means a union representative or a person who is not a currently practicing lawyer, chosen by the Employee to represent or support them under this Agreement on workplace relations and human resources matters.

External Funding means identifiable funding 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.

FTE means full-time equivalent.

Full-time 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 or the Head's nominee.

Immediate Family means:

- a) a spouse (including former spouse), de facto partner (including former de facto partner), child, parent (including foster parent), grandparent, grandchild or sibling of the Employee; or
- b) a 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 an Employee who has supervisory and/or managerial responsibilities in relation to one or more Employees.

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 Industry Union.

Ordinary Hourly Rate means an Employee's fortnightly salary as provided in clause 19 divided by 75, or in the case of Part-time Employees divided by their fortnightly ordinary hours. For the avoidance of doubt, the Ordinary Hourly Rate does not include allowances or any other separately identifiable payment under this Agreement.

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

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 on an ongoing or fixed term capacity since that date.

Pro Vice-Chancellor (PVC) means the person at the time holding or acting in the office of the PVC of the University, or the PVC's nominee.

Registered Health Practitioner means a person registered under state or territory legislation to practice medicine or another health profession.

Salary Protection Point means those identified steps in Schedule A that can be accessed by Pre Translation Employees in order to protect their previous salary horizon.

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

Senior Management Position means any position with a base salary that is at least 20% above Level 10 due to its seniority.

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 a 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 62.4 is provided where appropriate.

Union(s) means a registered Employee organisation covered by this Agreement.

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

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

4. Aboriginal and Torres Strait Islander Employment

- 4.1 The University acknowledges that its campus is situated on Whadjuk Noongar land, and that Whadjuk 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 Indigenous 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 Indigenous employment within the University.
- 4.4 The strategy will include an objective to achieve Aboriginal and Torres Strait Islander employment of 2% of full-time equivalent University Employees by 2021. On 2016 staffing figures this would equate to 77 FTE.
- 4.5 Failure to achieve this objective will not, of itself, be regarded as a breach of the Agreement provided that the University has used reasonable endeavours to meet the objective.
- 4.6 The University will recognise the importance of cultural activities, such as NAIDOC week, for Indigenous Australians and support their participation in these activities as legitimate employee development.
- 4.7 Aboriginal and Torres Strait Islander Employees will receive an additional 2 days of paid Cultural Leave in any 1 calendar year to participate in recognised activities of an Indigenous Australian cultural and ceremonial nature.
- 4.8 Leave provided under this clause does not accumulate from year to year.

5. Intellectual Freedom

- 5.1 The University will act in a manner consistent with the protection of intellectual freedom in accordance with the University's Code of Ethics and Code of Conduct.
- 5.2 Notwithstanding clause 5.1, Employees will use their right to intellectual freedom of enquiry and expression in a professional and ethical manner and will not harass, vilify, intimidate or defame the University or its Employees.
- 5.3 Intellectual freedom includes the right to:
 - (a) express opinions about the operations of the University and higher education policy;
 - (b) pursue critical and open inquiry and to discuss freely, teach, assess, develop curricula, publish and research;
 - (c) participate in public debates and express opinions about issues and ideas related to their discipline area;
 - (d) participate in professional bodies including industrial associations and community service without fear of harassment, intimidation or unfair treatment;
 - (e) express unpopular or controversial opinions.

PART B: CONTRACT OF SERVICE

6. Contracts of Employment

Types of Employment

- 6.1 Employees may be engaged on one or more of the following types 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, the employment fraction;
 - (d) the salary range applicable for the position;
 - (e) the commencing salary;
 - (f) whether the position is ongoing or fixed term, in which case it will specify the term for which the position is being offered;
 - (g) any probationary period applicable; and
 - (h) whether the position is subject to External Funding and the consequences for continued employment in the event that funds are withdrawn.

Part-time Employees

- 6.3 The terms of this Agreement will apply on a *pro rata* basis to Part-time Employees on the basis of their ordinary hours compared to Full-time Employees' hours.
- 6.4 On commencement of employment, the University will inform a Part-time Employee of their prescribed weekly and daily hours.
- 6.5 The University must provide the Part-time Employee with at least 2 working 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.
- 6.6 Notwithstanding clause 6.5, by agreement between the University and an Employee, a Part-time Employee may work additional ordinary hours up to the maximum ordinary hours in clause 33.

Multiple Contracts of Employment

- 6.7 Where an Employee is appointed under more than one contract of employment, the ordinary hours of employment stipulated under those contracts will not exceed 1 FTE in total.

Duties

- 6.8 The VC or nominee may direct an Employee to carry out such duties as are within their range of skills, qualification, competence and training.

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 make ongoing Academic Year appointments.
- 7.4 Under an Academic Year appointment, the Employee will receive an annualised salary calculated on a *pro rata* basis in the proportion of the hours worked over the year.
- 7.5 Work will be performed during the Academic Year and leave taken for the balance of the year and paid at the annualised salary rate.
- 7.6 Periods of leave will count as service except for long service leave and increment purposes.
- 7.7 An Employee on an Academic Year appointment will be entitled to overtime rates in accordance with clause 38, to be based on the full-time rate of pay applicable to the classification of the position occupied.
- 7.8 An Employee on an Academic Year appointment will accrue all leave entitlements as any other ongoing Employee on a *pro rata* basis.
- 7.9 No existing Employee will be required to convert to an Academic Year appointment; however, nothing precludes an Employee from requesting this form of employment.
- 7.10 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 and activities which are predominantly student driven.

8. Fixed Term Employment

- 8.1 **Fixed Term Employment** means employment for a specified term or ascertainable period and may be on a full-time or part-time basis.
- 8.2 Breaks between fixed term appointments of up to 2 times per year and up to 6 weeks will not constitute breaks in service.
- 8.3 Periods of approved leave without pay or casual employment will not count as service but will not constitute breaks in service.
- 8.4 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 5 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 2 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 5 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.
- (j) **Any other reason:** as agreed between the University and the Employee and, if applicable, their Union or nominated representative.

8.5 A fixed term Employee 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.

8.6 Where the University has made a decision to continue a position or continue a position with the same or substantially similar duties, the incumbent will be offered further employment in that position. An offer of further employment is made subject to:

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

9. Ongoing Contingent Funded Employment

9.1 **Ongoing Contingent Funded Employment (OCFE)** means employment with limited term funding provided from external sources, 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.

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

9.3 A fixed term research intensive Employee may be appointed to an OCFE contract where they:

- (a) are 0.5 FTE or more;
- (b) have been employed continuously by the University for at least 3 years;

- (c) are to be appointed to their second or subsequent consecutive contract; and
 - (d) are employed on a research project.
- 9.4 If 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 1 year.
- 9.5 On expiry of a safety net scheme period under clause 9.4, 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 60.
- 9.6 The provisions of:
- (a) clause 8 – Fixed Term Employment;
 - (b) clause 55 – Consultation on Organisational Change; and
 - (c) clause 62 – Redundancy,
- do not apply to Employees appointed on an OCFE contract.

10. Casual Employment

- 10.1 A Casual Employee is engaged and paid by the hour.
- 10.2 Casual Employees will be paid the Ordinary Hourly Rate for the classification in which they are employed plus a loading of 25%. The payment of the loading is in compensation for all paid leave entitlements, penalties and loadings, and Redundancy or severance pay entitlements which a Casual Employee is not entitled to receive.
- 10.3 Where a Casual Employee is entitled to overtime payments under this Agreement, they will receive the greater of the overtime rate or the casual loading, but not both.
- 10.4 The minimum engagement for a Casual Employee is 3 hours per day except where indicated in clause 10.5. Where the Casual Employee is a student of the University the 3 hours may be worked over the fortnightly payroll period.
- 10.5 The minimum engagements will apply to those Employees employed to perform the corresponding type of work in accordance with the following:

1 hour minimum engagement per day
Type of Employee
Community outreach workers including: orientation day, open day, campus guides, school demonstrations, career evenings and human movement vacation workers.
Pastoral and farm workers employed in connection with management, rearing or grazing of livestock; the sowing raising or harvesting of crops; the preparation and treatment of land for purposes outlined above and shearing or crutching of sheep.
Grape pickers and other workers incidental to wineries and vineyards.
Security officers, security guards, mobile patrol persons, control room operators.

Building and maintenance including tradespersons (other than electricians) and all maintenance workers employed in relation to building.
Attendants/Employees in residential colleges or halls of residence.
Nurses, nurse educators, nurse managers or nursing consultants.
Gardeners including all Employees engaged in the performance of work in or in connection with, or incidental to the industrial pursuits of gardening and green keeping, including groundkeepers.

2 hour minimum engagement per day
Type of Employee
Hospitality workers including persons employed in any capacity in connection with accommodation, with the selling of drinks, preparing and serving food and drinks, cleaning and attending to the premises and all other services associated therewith.
Cleaners.
Aged and disability care workers.

Casual Conversion

- 10.6 A Casual Employee will be eligible to apply to have their employment converted to a non-casual appointment where the following applies:
- (a) the Employee was employed on a regular and systematic basis in the same or a similar and identically classified position in the same work area; and
 - (b) the Employee has an average FTE of at least 50% in the immediately preceding 12 or 24 months.
- 10.7 Conversion may be to an ongoing or fixed term appointment; and on full-time or part-time basis.
- 10.8 Occasional and short term work performed by the Employee in another classification, job or department (or equivalent) will not:
- (a) affect the Employee's eligibility for conversion;
 - (b) be included in determining whether the Employee meets or does not meet the eligibility requirements.
- 10.9 An Employee must not be engaged and re-engaged nor have their hours reduced in order to avoid any obligation under this clause.
- 10.10 The University must not, unreasonably, refuse an application for conversion. However, it may refuse an application on reasonable grounds. Reasonable grounds include, but are not limited to, the following:
- (a) the Employee is not, in accordance with clause 10.6, eligible to apply for conversion;
 - (b) the Employee is a student, or has recently been a student, other than where their status as a student is irrelevant to their engagement and the work required;
 - (c) the Employee is a genuine retiree;

- (d) the Employee is performing work which will either cease to be required or will be performed by a non-casual Employee, within 26 weeks (from the date of application);
 - (e) the Employee has a primary occupation with the University or elsewhere, either as an Employee or as a self-employed person;
 - (f) the Employee does not meet the essential requirements of the position; or
 - (g) the work is ad hoc, intermittent, unpredictable or involves hours that are irregular.
- 10.11 Whether there are reasonable grounds to refuse conversion will depend entirely on the circumstances in each particular case.
- 10.12 An Employee's casual service will not count as service for the purpose of determining or calculating any entitlements except that casual service will be counted for the purpose of determining eligibility for unpaid Parental Leave.

11. Graduate Employment

- 11.1 The University will establish a graduate development program during the life of the Agreement.

12. Probation

- 12.1 Every Employee appointed on an ongoing contract or a fixed term contract of more than 12 months will be engaged on a probationary period of up to 6 months.
- 12.2 An Employee appointed on a fixed term contract of less than 12 months may be engaged on a reasonable probationary period.
- 12.3 Before expiry of the probation, the University may:
- (a) confirm the appointment;
 - (b) annul the appointment; or
 - (c) extend the period of probation for a further period (or periods) not exceeding 6 months.
- 12.4 Where the University is intending to terminate the appointment of an Employee 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.

13. Workloads

- 13.1 The University acknowledges the importance of a balance between working life and family/social responsibilities. The University will allocate workload consistent with this and the following principles:
- (a) the University will use its best endeavours to ensure the workload is fair, reasonable, equitable and manageable;
 - (b) workload needs to be within the scope of agreed position descriptions; and
 - (c) the workload of each Employee should be clearly understood.
- 13.2 Managers are responsible for allocating workloads in accordance with the terms of this Agreement.

- 13.3 Where an Employee has a concern regarding their workload, they may request a workload review by their Manager.
- 13.4 Factors that may be considered when assessing whether a workload is unreasonable include:
- (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; and
 - (i) distribution of tasks within a team or work unit.
- 13.5 Where a workload issue is not satisfactorily resolved pursuant to clause 13.3, the Employee may use the Dispute Settlement Procedures to attempt to resolve the issue.

14. Offshore Work

- 14.1 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.
- 14.2 An Employee may be directed to work offshore where Offshore Work is a genuine requirement of the position.
- 14.3 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.
- 14.4 Employees directed to perform Offshore Work will be reimbursed for actual reasonable expenses incurred in accordance with University policy.
- 14.5 Except in the case of an emergency, 2 weeks' notice will be given to an Employee prior to any period of Offshore Work.
- 14.6 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

15. Classifications

- 15.1 All Employee positions are classified according to the classification structure specified in Schedule B, with the primary basis for determining position classifications being consistent with the classifications descriptors in Schedule B.
- 15.2 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.
- 15.3 Applications may be made once only in every 12 month period.
- 15.4 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.
- 15.5 Applicants may be asked to provide further information on reclassification applications.
- 15.6 Once the reclassification application has been assessed; a report and recommendation will be provided to the DHR which will either:
- (a) support the application;
 - (b) recommend a classification which is not lower than the current classification of the position; or
 - (c) not support the application.
- 15.7 The DHR will consider the recommendation, make a decision on the reclassification application and communicate the decision to the applicant.
- 15.8 Successful reclassifications will be applicable from the first pay period after the receipt of the application.
- 15.9 The Employee may appeal the reclassification decision to the Executive Director, Corporate Services within 10 working days of receipt of the classification application outcome.
- 15.10 Appeals will be reviewed by the Executive Director, Corporate Services and determination made within 3 months of the appeal being received.
- 15.11 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.
- 15.12 Changes to a position description will be done in consultation with the Employee who currently occupies that position.
- 15.13 Except for clause 15.1, this clause does not apply to Casual Employees.

16. Remuneration and Salary Packaging

- 16.1 Employees will be paid in accordance with the minimum rate prescribed for their classification contained in Schedule A.
- 16.2 Apprentices will be paid the following percentage rate of Level 3.1:

Stage in apprenticeship	% of Level 3.1
1 st year	45
2 nd year	55
3 rd year	75
4 th year	88

However, an adult apprentice will not be paid at a rate less than the adult minimum wage.

- 16.3 Students employed as Casual Employees in the University library to perform general clerical and library functions will be paid 80% of Level 2.1.

Salary Packaging

- 16.4 The University and an Employee may agree to enter into a salary packaging agreement.
- 16.5 Under a salary packaging agreement, the Employee and University agree to reduce the minimum salary payable under Schedule A in order to provide a package comprised of a reduced salary and packaged items.
- 16.6 Where a salary packaging agreement is in place, the salary that would otherwise be payable under Schedule A 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.
- 16.7 The reduced salary payable under the salary packaging agreement will be paid during all forms of paid leave.
- 16.8 Salary packaging is not available to Casual Employees.

17. Training Rate

- 17.1 Training arrangements and salaries for trainees will be paid in accordance with the *Higher Education Industry - General Staff Award - 2010* which would apply but for the application of this Agreement.

18. Supported Wage System

- 18.1 Nothing in this Agreement will prevent the full operation of the Supported Wage System.
- 18.2 An Employee covered by the Supported Wage System will be paid the greater of \$87 per week or a percentage of the relevant base salary 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%.

19. Payment of Salary

- 19.1 Salaries (including allowances and overtime) will be paid fortnightly by electronic funds transfer to an acceptable financial institution nominated by the Employee.
- 19.2 A fortnight's salary is calculated by dividing the full-time annual salary by 313 and multiplying the result by 12.
- 19.3 The hourly rate is calculated as 1/75 of the fortnight's salary.
- 19.4 The University may deduct from an Employee's wages, or any monies owing, any amount it is authorised or required to deduct, including any amount provided for by this Agreement.

20. Management of Overpayments

- 20.1 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.
- 20.2 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.
- 20.3 The University and the Employee may then agree to the proposed recovery arrangement.
- 20.4 An Employee may apply to the DHR in writing for a variation to the recovery arrangement.
- 20.5 If no agreement is made within 2 pay periods from notification of the overpayment, the Employee authorises the University to deduct the debt through salary deduction;
- (a) in full in the next available pay period in instances where the amount is up to 20% of the total salary instalment payable; or
 - (b) in instalments equivalent to 20% of the total salary instalments, from the next available pay period, until the amount is repaid.
- 20.6 Where an Employee is leaving the University, the University will deduct the amount in full from the Employee's cessation payments.
- 20.7 This clause does not preclude the University's legal right to pursue recovery of any outstanding monies.

21. Incremental Progression

- 21.1 At the end of each 12 months' continuous employment, an Employee will be eligible for progression from one step to the next within a level unless it can be demonstrated that the Employee has not performed satisfactorily over a minimum period of 12 months at the relevant step.
- 21.2 Where the University makes a decision 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).
- 21.3 The VC may approve accelerated increments where it can be demonstrated that an Employee has performed in an exceptional manner.

22. Salary Progression

- 22.1 Salary progression may only occur in accordance with this clause, except where a reclassification occurs in accordance with clause 15.
- 22.2 This clause does not apply to Casual Employees.

Level 1 Employees

- 22.3 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.

Salary Progression Allowance

- 22.4 A fixed term or ongoing Employee 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.
- 22.5 Applications for the salary progression allowance are assessed by the Salary Progression Review Committee.
- 22.6 If the Salary Progression Review Committee approves a salary progression allowance, the allowance is effective from the beginning of the first pay period on or after formal receipt of the application by Human Resources.
- 22.7 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.
- 22.8 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.
- 22.9 Payment of the salary progression allowance is subject to ongoing excellent performance and/or ongoing requirement for additional duties.
- 22.10 The salary progression allowance is paid during periods of paid leave.

23. Salary Increases

- 23.1 This Agreement provides for a salary and casual rate increase to be paid in instalments as follows:

Increase in the rates of pay by	Effective from the first full pay period on or after
\$1,100	22 January 2018
1.25%	22 January 2019
\$1,100 plus 0.75%	22 January 2020
2.6%	22 January 2021

23.2 These increases are set out in Schedule A.

24. Superannuation

24.1 The University will make superannuation contributions for all Employees to UniSuper, which provides a complying product.

24.2 The University will make employer superannuation contributions as follows:

- (a) 17% employer superannuation contributions for Employees engaged on an ongoing contract.
- (b) 17% employer superannuation contributions for fixed term Employees with 2 years or more continuous service or on a contract with a term of more than 2 years.

24.3 For all other Employees, the University will make employer superannuation contributions of 9.5%, or the minimum compulsory employer contribution at the applicable legislation and fund requirement rates whichever is the greater.

24.4 The University may agree to adjust the employer contribution rate at the request of the Employee provided that:

- (a) the adjustment is permitted by law;
- (b) the adjustment is consistent with UniSuper's requirements; and
- (c) any reduction in superannuation will be paid as non-superannuable salary.

Increase to Superannuation - 2021

24.5 From the first full pay period on or after 30 June 2021 the University employer superannuation contributions for all fixed term Employees will be 17%.

PART D: ALLOWANCES

25. First Aid

25.1 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 \$10.64 per week.

These allowances will be varied each July to give effect to CPI annual movements released with the March quarter figures.

26. Meal Allowance

26.1 Where an Employee is directed to work 2 or more hours of overtime, they are entitled to an allowance as follows:

- (a) morning meal: \$10.38
- (b) midday meal: \$12.77
- (c) evening meal: \$15.36

These allowances will be varied each July to give effect to CPI annual movements released with the March quarter figures.

27. Uniforms and Protective Clothing

- 27.1 Where an Employee is required to wear protective clothing or a uniform, the University will supply 3 sets of the clothing. The clothing remains the property of the University.
- 27.2 Employees are responsible for the care and maintenance of the clothing, except when they handle infectious and/or hazardous materials.
- 27.3 Where loss or damage to the clothing occurs as a result of neglect or misuse, the University may deduct the replacement cost from the Employee's salary.
- 27.4 Where clothing is damaged through reasonable wear and tear, the University will replace the clothing and no deduction from the Employee's salary will be made.

28. On Call Allowance

- 28.1 On Call is where an Employee is directed to be immediately contactable by phone to return to work.
- 28.2 An Employee will be paid an on call allowance for each hour or part thereof that they are required to be on call.
- 28.3 The on call allowance is 18.75% of the Level 4.1 Ordinary Hourly Rate.
- 28.4 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 38.
- 28.5 Shift workers are not entitled to an on call allowance.
- 28.6 Where an Employee is not on call and is contacted to return to duties to meet an emergency without notice, they will be paid 3 hours of on call allowance plus the relevant overtime rates prescribed in clause 38.
- 28.7 This clause does not apply to Casual Employees.

29. Availability Allowance

- 29.1 An availability allowance is payable for each hour or part thereof that an Employee is directed to be contactable and able to return to duty within 3 hours.
- 29.2 The availability allowance is 9.5% of the Level 4.1 Ordinary Hourly Rate.
- 29.3 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 38.
- 29.4 This clause does not apply to Casual Employees.

30. Campus Management Allowances

This clause only applies to Employees within Campus Management.

Spray Application Allowance

- 30.1 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 \$0.42 per hour or part thereof for such work.

Toxic Substances Allowance

- 30.2 An Employee required to use hazardous solvent based adhesives will be paid an allowance of \$0.50 per hour while using such substances.

Asbestos Allowance

- 30.3 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

- 30.4 An Employee engaged in work that causes their clothes to become excessively dirty will be paid an allowance of \$0.42 for such work.
- 30.5 These allowances will be varied each July to give effect to CPI annual movements released with the March quarter figures.

31. Vehicle Allowance

- 31.1 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.

32. Higher Duties Allowance

- 32.1 Higher duties allowance is payable where Employee is:
- (a) classified Level 3 or above; and
 - (b) directed to act in a higher level position; and
 - (c) performs the full duties of the higher position for 5 or more consecutive working days.
- 32.2 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.
- 32.3 Where the duties of the higher position are shared between 2 or more Employees the VC or their nominee will determine the higher duties allowance to be paid to each Employee.
- 32.4 Where an Employee is receiving higher duties allowance for 12 months or more they will receive incremental advancement relevant to the higher position.
- 32.5 Where an Employee who has been receiving higher duties allowance for a continuous period of 12 or more months goes on a period of leave for 4 weeks or less they will continue to receive the allowance.
- 32.6 Where an Employee who has been receiving higher duties allowance for a continuous period of less than 12 months goes on a period of leave for 4 weeks or less they will continue to receive the allowance if:
- (a) no other Employee acts in the office in their absence; and
 - (b) they resume the office immediately after returning from leave.
- 32.7 Where an Employee who has been receiving higher duties allowance goes on a period of leave greater than 4 weeks they cease to receive the allowance for the duration of the leave period.

PART E: HOURS OF WORK

33. Ordinary Hours

- 33.1 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.
- 33.2 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 35 will not apply.
- 33.3 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 midnight on Thursday.
- 33.4 The University and an Employee may agree to vary the ordinary hours in accordance with:
- (a) clause 57 – Individual Flexibility Agreement;
 - (b) clause 36 – Flexible Working Hours Arrangement; and
 - (c) clause 37 – Annualised Hours Arrangement.
- 33.5 Employees will be provided at least 4 weeks' notice of a variation to the hours they normally work, unless the Employee agrees to a shorter notice period.
- 33.6 Employees are entitled to an unpaid meal break of not less than 30 minutes but not exceeding 60 minutes after not more than 5 hours' work, except where otherwise agreed between the Employee and the University to meet operational requirements.

34. Shift Work: Security Employees

- 34.1 This clause only applies to Security Employees engaged in shift work (referred to in this clause as Security Employees).
- 34.2 The ordinary hours of work for Security Employees engaged in shift work are 300 hours within any 8 week period, exclusive of meal breaks, and will be worked:
- (a) in no more than 8 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.

Shift Loading

- 34.3 Security Employees are paid a shift loading of 29% of the Ordinary Hourly Rate for ordinary hours.
- 34.4 The shift loading is not payable on public holidays, overtime, personal/carers' leave, annual leave, long service leave, or the additional week of leave applied to eligible shift workers.

Rosters

- 34.5 Roster periods will continue for at least 14 consecutive days and will be available at least 5 clear working days prior to the commencement of the roster.
- 34.6 A roster may only be altered on account of a contingency which the University could not have been reasonably expected to foresee. Where possible, at least 24 hours' notice must be given of a roster change.
- 34.7 A Security Employee must be provided a break in duty of at least 8 hours between rostered shifts.
- 34.8 An organisational change process, in accordance with clause 56 is required for a change in the roster pattern hours, or a significant change to the commencement times of shifts.

Meal Break

- 34.9 The paid meal break will be taken not more than 5 hours from the commencement of the shift, subject to supervisory coverage.

Overtime and Penalty Rates

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

Time Worked	Overtime/Penalty Payable
Directed to work overtime (in excess of ordinary hours or on a roster dated off)	200% of the Ordinary Hourly Rate
All hours on a public holiday	250% of the Ordinary Hourly Rate

- 34.11 Security Employees are not entitled to time off in lieu or flexi time.
- 34.12 Security Employees who are not rostered to work on a public holiday will be paid at the Ordinary Hourly Rate (i.e. single time).

35. Shift Work: Non-Security Employees

- 35.1 The ordinary hours of work for Employees engaged in shift work are 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 and any day of the week.
- 35.2 The University and an 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 any variation to other than 7.5 hours.
- 35.3 Employees are entitled to an unpaid meal break of not less than 30 minutes but not exceeding 60 minutes, to be taken not more than 5 hours from the commencement of the shift.
- 35.4 Employees engaged on an Afternoon Shift or Night Shift will be paid a loading equal to 15% of the Level 2.1 for ordinary hours. The shift loading is not payable on public holidays, overtime, Saturdays or Sundays.

Rosters

- 35.5 Roster periods will begin on Mondays and continue for at least 14 consecutive days. Rosters will be available to Employees at least 3 clear working days prior to the commencement of the roster.
- 35.6 Employees must not be rostered on for more than 6 consecutive days.
- 35.7 An Employee must not be rostered permanently on one shift unless they so elect in writing.
- 35.8 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 Employee must be notified the day before the changed shift commences.
- 35.9 An Employee must be provided a break in duty of at least 8 hours between rostered shifts.

Overtime and Penalty Rates

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

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

- 35.11 Employees engaged in shift work are not entitled to time off in lieu or flexi time.
- 35.12 An Employee and their Manager may agree that instead of payment for a public holiday under clause 35.10, ordinary hours worked on a public holiday are paid at 150% of the Ordinary Hourly Rate, with an additional day's paid annual leave in lieu to be taken within 1 year of the public holiday. Additional days of paid annual leave accumulated under this clause must not exceed 5 days at any one time.
- 35.13 Employees who are not rostered to work on a 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 1 year of the public holiday.

Vehicle Mileage

- 35.14 Where a non-security 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 31 of this Agreement.

36. Flexible Working Hours Arrangement

- 36.1 Employees may be provided the option to enter a flexible working hours arrangement where this is deemed practicable.
- 36.2 Where a flexible working hours arrangement is in place, the ordinary hours of work will be a maximum of 150 over a 4 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 36.3.
- 36.3 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.
- 36.4 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, or the agreed ordinary 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 4 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 leave. Where conversion to flexi leave is approved, the leave:
 - (i) must be taken within 12 months of accrual, at a mutually agreed time;
 - (ii) must be taken in a minimum period of 1 hour;
 - (iii) will not be paid out except in the case of Redundancy, and any flexi leave not taken within 12 months of accrual will be lost; and
 - (iv) 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 38 for any credit hours accumulated or lost.

Debit Hours

- (d) where an Employee works less than 150 hours, the hours owing will carry over as debit hours to be applied in the next 4 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 salary equivalent of the hours debited against the Employee's salary.
- (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.

37. Annualised Hours Arrangement

- 37.1 An annualised hours arrangement is a flexible work arrangement under which an Employee works a yearly quota of hours instead of hours per week.
- 37.2 An Employee and the University may agree to an annualised hours arrangement, where it is deemed practicable and convenient.
- 37.3 The arrangement must be applied for a specifically negotiated period.
- 37.4 The agreed hours for an annualised hours arrangement must not exceed 1725 hours per year, with a maximum of 48 hours per week and 10 hours per day.
- 37.5 Any hours worked beyond 10 hours per day or on a Saturday or Sunday will be paid at overtime rates in accordance with clause 38.
- 37.6 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.

37.7 The arrangement may be terminated by either party providing 4 weeks' notice, or at any time by agreement.

38. Overtime

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

38.2 An Employee may 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 enterprise;
- (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.

38.3 All work done beyond the ordinary hours in clause 33, or beyond a Part-time Employee's agreed hours, will be calculated and paid on the Ordinary Hourly Rate as follows:

Day worked	Overtime rate
Monday to Friday	150% of the Ordinary Hourly Rate for the first 3 hours, 200% thereafter
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

However, overtime is only payable where the Employee has been directed or authorised by the Head or a duly authorised senior nominee to work beyond their ordinary hours.

38.4 A Casual Employee is only entitled to overtime after 7.5 hours work on any 1 day.

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

38.6 Where overtime is cancelled with less than 4 hours' notice, the Employee is entitled to payment of 1 hour at the applicable overtime rate.

38.7 The following Employees are not entitled to overtime payments or time off in lieu under this clause:

- (a) shift workers;
- (b) an Employee to whom a flexible working hours arrangement applies; and
- (c) an Employee whose maximum salary, or maximum salary and allowance is equal to or exceeds Level 8.1 unless that Employee is instructed to carry out duties involving the working of approved overtime.

Time Off in Lieu

38.8 The University and an Employee may agree in writing to time off in lieu instead of payment for overtime under this clause on the following basis:

- (a) time off in lieu must be taken at overtime rates within 12 months of it being accrued; and
- (b) 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 appropriate overtime rate based on the rates of pay applying at the time payment is made.

38.9 An Employee who ceases employment with the University will have the balance of any time off in lieu paid to them.

Regular Overtime

38.10 Where an Employee is required to work overtime on a regular basis, 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 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 the request of the Employee or University at any time; 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

38.11 An Employee recalled to work overtime which is not continuous with their ordinary hours of duty must be paid at the prescribed overtime rate for a minimum period as follows:

Day recalled to duty	Minimum period to be paid
Saturday, Sunday or holiday	3 hours
Monday to Friday (prior notice given)	1.5 hours
Monday to Friday (no prior notice given)	2 hours

38.12 For the purpose of calculating payment under clause 38.11, each period of recall will stand-alone except where the second or subsequent return to duty is within the minimum period under clause 38.11.

38.13 The provisions of clause 38.11 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

- 38.14 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. An Employee required by the University to resume or continue work without having a 10 hour break off duty is entitled to be absent from duty without loss of pay until a 10 hour break has been taken, or be paid at 200% of the Ordinary Hourly Rate.
- 38.15 The minimum break provided by clause 38.14 does not apply to Employees on call.

Rest Break During Overtime

- 38.16 Except in the case of an emergency, an Employee working overtime must not be directed to work more than 5 hours' overtime without an unpaid rest break of at least 30 minutes.

Travel Time

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

PART F: LEAVE

39. Annual Leave

- 39.1 This clause does not apply to Casual Employees.
- 39.2 A Full-time Employee is entitled to 4 weeks (150 hours) of paid annual leave for each completed year of service with the University, accrued on a *pro rata* basis of 5.77 hours per completed fortnight of service.
- 39.3 Shift workers, being Employees engaged on shift work and who regularly work on Sundays and/or public holidays, are entitled to an additional week's annual leave in accordance with the NES.
- 39.4 Part-time Employees are entitled to annual leave on a *pro rata* basis.
- 39.5 Annual leave is paid at the Employee's Ordinary Hourly Rate unless otherwise specified.
- 39.6 Annual leave will normally be taken in periods of at least 1 week. The minimum period of leave that may be taken is 1 hour.
- 39.7 Employees are encouraged to take accrued leave prior to the expiry of their appointment or resignation provided that Employees on an externally funded fixed term contract may be required to clear any leave entitlements prior to the expiry of the contract.
- 39.8 The University must not unreasonably refuse a request by the Employee to take paid annual leave provided that the clearance of leave will have regard to the work commitments of the Employee and the convenience of the work area.
- 39.9 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.
- 39.10 University recognised holidays as recognised in clause 43 or days taken in lieu of those days occurring during periods of annual leave will not be deducted from leave entitlements.

- 39.11 An Employee may elect to access up to a full year's 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 overdrawn entitlement. The University may deduct the amount of the overdrawn entitlement from the Employee's final payment.

Direction to take Annual Leave

- 39.12 For the purposes of this clause **Excess Annual Leave** means an accrued annual leave entitlement that equals or exceeds 30 days' leave or the equivalent hours (or the *pro rata* equivalent for Part-time Employees).
- 39.13 If an Employee has accrued Excess Annual Leave the Employee will be notified and will be provided 4 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.
- 39.14 The taking of such leave will be managed in accordance with this Agreement and leave procedures established by the University.
- 39.15 If the Employee has not made arrangements to reduce their leave to a level acceptable to the University within 4 weeks of being notified, and where it is reasonable to do so, they may be directed with 8 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 4 weeks.

Cashing Out of Annual Leave

- 39.16 The University and an Employee may agree to cash out annual leave on reasonable grounds, which may include financial hardship.
- 39.17 An Employee may make an application in writing to the DHR or nominee to cash out a minimum of 1 week's annual leave.
- 39.18 A minimum balance of 4 weeks' annual leave must be maintained for an application to cash out annual leave to be accepted.
- 39.19 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.
- 39.20 Cashed out annual leave does not count as service.

Annual Leave Loading

- 39.21 An Employee, excluding a Casual Employee, will accrue an annual leave loading equal to 17.5% of 4 weeks' salary per calendar year.
- 39.22 The maximum amount of leave loading payable will be equal to the Australian Bureau of Statistics 'Average Weekly Earnings' for all males in the September quarter immediately preceding payment.
- 39.23 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.
- 39.24 Annual leave loading is paid in November or the first pay period in December of each year.
- 39.25 Where an Employee ceases employment prior to the annual payment of leave loading, payment of *pro rata* annual leave loading applies.

40. Personal/Carer's Leave

- 40.1 Employees, excluding Casual Employees, are entitled to 12.5 days paid personal leave for each year of completed service with the University which can be taken as personal leave or carer's leave.

- 40.2 On appointment, new Employees will be credited with 46.87 hours' personal/carer's leave or *pro rata* equivalent for Part-time Employees. After completion of 6 months' service, personal/carer's leave accrues progressively according to the Employee's ordinary hours of work and accumulates from year to year.

Personal Leave

- 40.3 An Employee is entitled to paid personal leave if they are not fit for work due to a personal illness or injury or are experiencing family and domestic violence.
- 40.4 Where an Employee accesses personal leave the Employee must:
- (a) provide their Manager notice of the absence and expected period of the absence as soon as practicable; and
 - (b) provide a medical certificate from a Registered Health Practitioner in the following circumstances:
 - (i) where the leave is for a period of 3 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 in accordance with University policy.
- 40.5 Where an Employee suffers a personal illness 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.

Carer's Leave

- 40.6 An Employee is entitled to paid carer's leave to provide care or support to a member of their Immediate Family, a person for whom they have a caring responsibility or member of their household because of:
- (a) a personal illness or injury;
 - (b) an unexpected emergency; or
 - (c) family and domestic violence.
- 40.7 Where an Employee access carer's leave the Employee must:
- (a) provide their Manager with notice of the absence and expected period of the absence as soon as practicable; and
 - (b) provide evidence to satisfy a reasonable person, such as a medical certificate or statutory declaration.
- 40.8 Employees, including Casual Employees, are entitled to 2 days of unpaid carer's leave per occasion as specified in clause 40.6. However, an Employee is not entitled to take unpaid carer's leave if they have access to paid personal leave.
- 40.9 Unpaid carer's leave may be taken as a single period of up to 2 days, or any separate periods to which the Employee and University agree.

Personal Leave on Termination

- 40.10 Unused personal leave is not paid out on termination.

- 40.11 If an Employee who has retired on medical grounds subsequently resumes duty within 12 months of retirement, the Employee's personal leave credits at the date of the Employee's retirement will be reinstated.
- 40.12 If an Employee resigns or their contract expires and is subsequently reappointed by the University within 8 weeks, the Employee retains any existing personal leave entitlement under this clause.

Casual Exclusion

- 40.13 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.

41. Short Leave, Compassionate Leave and Cultural Leave

- 41.1 Where an Employee accesses leave under this clause the Employee must:
- (a) provide the University 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

- 41.2 Short Leave means leave taken for matters of a personal and pressing nature which arise without notice and require immediate attention.
- 41.3 Employees, other than Casual Employees, are entitled to up to 22.5 hours' paid Short Leave in any 1 calendar year. Part-time Employees and Employees engaged on a fixed term of less than 12 months receive a *pro rata* entitlement.
- 41.4 Short Leave must be taken in a period of at least 1 hour and not more than 15 consecutive hours.

Compassionate Leave

- 41.5 Employees are entitled to 2 days' paid leave per occasion where a member of their Immediate Family or household:
- (a) contracts or develops a personal illness, or sustains a personal injury, that poses a serious threat to his or her life; or
 - (b) dies.
- 41.6 Compassionate leave must be taken for a minimum period of 1 hour and may be taken as:
- (a) a single continuous 2 day period;
 - (b) 2 separate periods of 1 day each; or
 - (c) any separate periods as agreed between the Employee and the Head.
- 41.7 Casual Employees are only entitled to unpaid compassionate leave.
- 41.8 Leave granted in accordance with this clause for the purpose of providing care or support to a member of the Employee's Immediate Family, or a member of the Employee's household may be approved in conjunction with any other accrued leave.

Cultural Leave

- 41.9 **Cultural Leave** means leave taken for legitimate ceremonial and cultural purposes to meet the Employee's customs, traditional law and participation in ceremonial activities.
- 41.10 Employees, other than Casual Employees, are entitled to up to 22.5 hours' paid Cultural Leave in any 1 calendar year. Part-time Employees and Employees engaged on a fixed term contract of less than 12 months receive a *pro rata* entitlement.
- 41.11 Cultural Leave must be taken in a period of at least 1 hour and not more than 15 consecutive hours.
- 41.12 Employees who are Aboriginal or Torres Strait Islanders are also entitled to an additional 2 days' leave in accordance with clause 4.

42. Community and Other Leave Entitlements

- 42.1 This clause sets out an Employee's entitlement to community service and other leave entitlements.
- 42.2 The leave available under this clause includes reasonable travel time associated with the activity and rest time immediately following the activity.
- 42.3 In order to access leave under this clause, an Employee must as soon as practicable provide the Head with notice of their absence, including the expected period of the absence.
- 42.4 The provisions of this clause do not apply to Casual Employees, unless otherwise stated.

Jury Service Leave

- 42.5 An Employee, including a Casual Employee, who is required to serve on a jury is entitled to paid leave for such period as necessary to carry out the duties as a juror.
- 42.6 The Employee is not entitled to jurors' fees except for travel.
- 42.7 Payment for jury service leave will be reduced by any amount an Employee receives as jury service pay.

Emergency Services Leave

- 42.8 An Employee who is a volunteer member of a recognised emergency management body is entitled to paid leave for attendance at a voluntary emergency management activity.
- 42.9 Casual Employees are entitled to unpaid leave under this clause.

Defence Force Reserves Training Leave

- 42.10 An Employee who is a volunteer member of the Defence Force Reserves or the Cadet Force is entitled to:
- (a) up to 4 weeks' paid leave per year to attend a training camp, school, class or course of instruction;
 - (b) up to an additional 4 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 2 weeks' paid leave for recruit training purposes.

Veteran's Leave

- 42.11 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.
- 42.12 Veteran's leave may accrue up to 337.5 hours with the approval of the VC or nominee.

International Sporting Events Leave

- 42.13 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, to be used for the period of the competition plus reasonable travel time.

Family and Domestic Violence

- 42.14 The University is committed to supporting an Employee who experiences family violence to continue to participate in the workforce and maintain their employment through a broad range of support in accordance with University policy which may include access to a safe workplace, and change of telephone numbers and email addresses.
- 42.15 An Employee experiencing family violence, will be entitled to access, at short notice, leave without pay, annual leave, personal/carer's leave, long service leave, and short leave.

43. Holidays and Close Down

- 43.1 Subject to clause 43.2, the following days will be observed as holidays: New Year's Day, Special New Year's Day, Australia Day, Labour Day, Good Friday, Easter Monday, Easter Tuesday, Anzac Day, Western Australia Day, Sovereign's Birthday, Christmas Day, Boxing Day and such other days as may be declared State public holidays or University holidays.
- 43.2 When Labour Day, Western Australia Day, or Sovereign's birthday fall on a day other than a Monday, the next following Monday will be the holiday instead of such day.
- 43.3 The University will have discretion to implement not more than 2 close down periods, to a total of 10 working days, per calendar year in close proximity to Christmas and Easter provided that an Easter close down period cannot be more than 5 working days per year.
- 43.4 All close down periods must be notified to Employees no less than 12 months in advance, save for any such notification in 2018 which must be no less than 6 months in advance.
- 43.5 During a close down period affected Employees are required to take accrued time in lieu of overtime, banked flexi-time, annual leave, long service leave or leave without pay.
- 43.6 Employees who are required to work on holidays that are not observed as University holidays will receive 1 day's leave in lieu of the overtime rates contained in clause 38, 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 1 day's leave in lieu of each Easter Tuesday and Special New Year's Day at a time mutually convenient.
- 43.7 The University may, by agreement with affected Employee(s), 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 Unions.
- 43.8 Clause 43.4 does not apply to Casual Employees.

44. Workplace Relations Leave

- 44.1 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 4 weeks prior to the commencement of the course;
 - (b) the application sets out the subject, the commencement date, the length of course, the venue and the Authority that is conducting the course; and
 - (c) the Employee has been employed by the University for at least 12 months.
- 44.2 Such leave may be combined providing an Employee with 75 hours in a calendar year and zero hours the following calendar year.
- 44.3 Workplace relations training will include approved short courses, seminars or conferences and includes necessary travel time.
- 44.4 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 industrial tribunal.
- 44.5 Paid leave in accordance with clause 44.4 will only be granted for the minimum period necessary provided:
- (a) a written application is made to the DHR; and
 - (b) reasonable notice is given.
- 44.6 Payments for leave will be made at the ordinary rate of pay for the Employee's ordinary hours of work. It will not include shift allowances, penalty rates or overtime.
- 44.7 Where a public holiday or rostered day off falls during the duration of leave, a day off in lieu of that day will not be granted.
- 44.8 The University is not liable for any expenses incurred by the Employee.
- 44.9 The granting of leave is subject to University operational requirements.
- 44.10 An Employee will not be entitled to paid leave to attend workplace relations matters other than as set out in this clause.

45. Purchased Leave

- 45.1 A **Purchased Leave Arrangement** is where an Employee can apply to purchase up to 8 weeks' additional leave per year. The Employee agrees to a reduction in salary or wage over a 52 week period, equal in value to the additional leave purchased.
- 45.2 An Employee and the University may agree to a Purchased Leave Arrangement, subject to University policy and the following requirements:
- (a) the arrangement will apply for 12 months and must be renegotiated annually;

- (b) additional leave may only be purchased in weeks, not days;
 - (c) purchased leave counts as service for all purposes; and
 - (d) purchased leave will be taken at a mutually agreed time during the 12 month period.
- 45.3 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 purchased leave.
- 45.4 Payments made to an Employee accessing their leave accrued prior to the commencement of a purchased leave arrangement will be paid at the ordinary rate of pay that applied prior to the arrangement. Personal leave or paid leave accrued during the arrangement will be paid at the reduced rate.

46. Deferred Salary Scheme

- 46.1 An Employee may apply for a deferred salary scheme by electing to take a reduced salary to obtain additional leave as follows:

Duration of service in scheme	Payment rate for service years (% of salary)	Leave
4 years	80%	1 year's 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

- 46.2 Leave taken under this clause counts as service for all purposes, except for salary increments.
- 46.3 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 leave without pay greater than 3 months; and
 - (d) unpaid Parental Leave.
- 46.4 An Employee may elect to maintain superannuation contributions based on the full-time rate, or to alter the contributions to the appropriate proportion of the new salary. An Employee who elects to maintain contributions at the full-time rate will be responsible for maintaining the difference in the University's contribution between the new salary and full-time rate.
- 46.5 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.
- 46.6 An Employee may not work for the University during the period of leave provided under this clause.
- 46.7 Payments made to an Employee accessing their leave accrued prior to the commencement of a deferred salary scheme will be paid at the ordinary rate of pay that applied prior to the arrangement. Personal leave or paid leave accrued during the deferred salary scheme will be paid at the reduced rate.

47. Leave Without Pay

- 47.1 The University may grant leave without pay upon application by an Employee and in accordance with University policy.
- 47.2 Any period of leave without pay granted under this clause will not exceed 12 months in the first instance.
- 47.3 The minimum period of leave without pay that may be granted is 1 day.
- 47.4 The University will normally require that an Employee exhaust all leave credits before commencing a period of leave without pay except in the following circumstances:
- (a) accessing unpaid Parental Leave subject to the Parental Leave provisions at clause 49;
 - (b) providing care or support for an Employee's Immediate Family as defined at clause 40;
 - (c) for the purposes of accepting a secondment opportunity with another employer;
 - (d) where personal illness or injury is supported by a medical certificate, provided that leave without pay for personal illness or injury cannot be taken if the Employee has access to paid personal leave; or
 - (e) where the Employee is experiencing family and domestic violence.
- 47.5 Any period of leave without pay taken by an Employee will not constitute a break in service however any period that exceeds 2 weeks will not form part of the Employee's service period unless decided otherwise by the University.
- 47.6 Subject to the provisions of clause 43, no payment will be made for a University holiday falling within a period of leave without pay.
- 47.7 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.
- 47.8 No allowances will be paid during periods of leave without pay.
- 47.9 This clause does not apply to Casual Employees.

48. Long Service Leave

- 48.1 An Employee is entitled to 13 weeks long service leave, on full pay, after 10 years continuous service.
- 48.2 An Employee is entitled to an additional 13 weeks long service leave, on full pay, for each subsequent period of 7 years continuous service.
- 48.3 Where an Employee's FTE has varied during the accrual period, the Employee's ordinary hours for calculating long service leave will be averaged over the period.
- 48.4 An Employee employed prior to 19 April 1994:
- (a) with an accrued entitlement of 3 months long service leave after 7 years continuous service will maintain this entitlement. However, the 3 months is to be replaced by an entitlement of 13 weeks; or
 - (b) with an accrued entitlement of 3 months maintains that entitlement.

- 48.5 An Employee may apply to take *pro rata* long service leave after 7 years in the first qualifying period and 3.5 years in the second and subsequent qualifying periods.
- 48.6 An Employee who takes any *pro rata* long service leave in accordance with clause 48.5 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.
- 48.7 Any holidays, as defined in clause 43, occurring during a period of long service leave will not be treated as long service leave and extra days will be granted.
- 48.8 An Employee must take long service leave as soon as possible after it accrues. Unless otherwise agreed with the University, an Employee who does not clear a minimum of 6 weeks long service leave within 5 years of the accrual, will cease to accrue any further long service leave until a minimum of 6 weeks is cleared.
- 48.9 Where there are exceptional circumstances and the operational requirements of the University have prevented the Employee from taking long service within 5 years of an entitlement being due, the University will approve an extension mutually agreed between the University and the Employee.
- 48.10 Where an Employee provides more than 6 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.
- 48.11 If the taking of long service leave is denied in accordance with clause 48.10:
- (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 1 month of denial.
- 48.12 Where an Employee provides less than 6 months' notice, the time of taking long service leave will be considered subject to operational requirements of the University.
- 48.13 The University and the Employee may agree, in writing, that the Employee cash out a proportion of their accrued long service leave on any reasonable grounds including financial hardship.
- 48.14 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.
- 48.15 A lump sum payment for *pro rata* long service leave will be paid where:
- (a) an Employee genuinely retires;
 - (b) an Employee is retired for ill health or any other cause and the Employee has completed at least 3 years' continuous service prior to the date of retirement;
 - (c) an Employee has died and the Employee has completed at least 12 months continuous service prior to the date of death;
 - (d) 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 5 years; or
 - (e) an Employee resigns and the Employee has served a minimum continuous period of employment of 10 years.
- 48.16 The University will recognise service with other public universities and other public institutions where the institutions have reciprocal arrangements with the University for the purposes of long service leave entitlements.

- 48.17 Except as provided for under relevant applicable legislation, Casual Employees are not eligible for long service leave.
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49. Parental Leave

Definitions

- 49.1 For the purpose of this clause:

Continuous Service means service given in accordance with the contract of employment, but does not include any period of unauthorised absence.

Employee Couple means 2 Employees of the University who are the spouse, de-facto or same sex partner of the other.

Partner means a person who is a spouse, de-facto or same sex partner of a Primary Care Giver.

Peri natal Death means the death of a foetus weighing 500g or more at 22 or more weeks of gestation; or the death of an infant within 28 days of birth.

Primary Care Giver means the Employee who will assume the principal role for the care and attention of a child or children.

Parental Leave is a reference to both paid and unpaid Parental Leave.

Eligibility

- 49.2 Employees are entitled to Parental Leave and associated entitlements under this clause if the leave is associated with:

- (a) the birth of a child of the Employee or the Employee's Partner; or
- (b) the placement of a child with the Employee for adoption, provided the child:
 - (i) is under 16 years;
 - (ii) has not lived continuously with the Employee for a period of 6 months or more; and
 - (iii) is not (otherwise than by adoption) a child of the Employee or the Employee's spouse or de factor partner.

- 49.3 Casual Employees are not entitled to Parental Leave. However, long term Casual Employees are entitled to unpaid Parental Leave in accordance with the Act.

Unpaid Parental Leave

- 49.4 Employees who have or will have a responsibility for the care of the child are entitled to unpaid Parental Leave of up to 24 months, regardless of the length of their Continuous Service with the University.

- 49.5 The provisions of this Agreement with respect to unpaid Parental Leave supplement the entitlements provided by the Act and do not wholly replace or exclude the provisions of the Act.

Paid Parental Leave

- 49.6 An Employee who is the Primary Care Giver of the child is entitled to paid Parental Leave as follows:

Length of Continuous Service at the time leave is to commence	Entitlement to paid Parental Leave
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

- 49.7 A fixed term Employee will cease to have an entitlement to paid Parental Leave on the date their contract expires.
- 49.8 Part-time Employees are eligible for *pro rata* paid Parental Leave entitlements.
- 49.9 An Employee is not entitled to receive paid Parental Leave concurrently with any paid Parental Leave entitlements received by their Partner through the Partner's employer, except for partner or paternity leave.
- 49.10 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.
- 49.11 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 still birth, miscarriage or Peri natal 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.
- 49.12 An Employee who does not meet the requirements of clause 49.11 is entitled to 14 weeks' paid Parental Leave for a second or subsequent period of paid Parental Leave.

Still Birth, Miscarriage and Peri natal Death

- 49.13 If the pregnancy of an Employee ends by stillbirth, late term miscarriage or Peri natal 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 Leave

- 49.14 Parental Leave must commence as follows:

Type of Parental Leave	Time of commencement
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. 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' 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' service or more	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	Must start on the day of placement of the child.

- 49.15 Paid Parental Leave must be taken in a single continuous period. Paid Parental Leave under clause 49.6 runs concurrently with unpaid Parental Leave.
- 49.16 Paid Parental Leave may be shared between an Employee Couple who are assuming the role of Primary Care Giver.
- 49.17 Parental Leave may be taken concurrently by an Employee Couple for a maximum of 8 weeks.

Notice and Evidence Requirements

- 49.18 The Employee must provide the University 10 weeks' notice of the anticipated Parental Leave, including start and end dates. If that is not practicable, then as soon as practicable.
- 49.19 The Employee will provide reasonable evidence of the date of the birth, or expected date of the birth. In the case of adoption, the University may require evidence of the date of placement, or expected date of placement and that the adopted child is, or will be, under 16 years of age at the date of placement or expected date of placement.
- 49.20 The University may require reasonable evidence of Primary Care Giver or Partner status.

Partner Leave

- 49.21 An Employee who is the Partner of the birth mother or adoptive parent and who is not the Primary Care Giver is entitled to up to 8 weeks of partner leave.
- 49.22 An Employee who is a Partner according to clause 49.21 is entitled to partner leave as follows:

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

- 49.23 Partner leave is to be taken within 3 months from the date of birth or placement of the child.

Transfer to a Safe Job

- 49.24 Where illness or risks arising out of pregnancy or hazards connected with the work assigned to the Employee make it inadvisable for the pregnant Employee to continue in her present duties:

- (a) the duties will be modified; or
- (b) the Employee may be transferred to a safe position at the same classification level until the Employee commences Parental Leave.

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

Return to Work

49.26 An Employee may apply to end their Parental Leave early. Approval of the application is subject to Faculty, School or Section convenience and will not be unreasonably denied.

49.27 Where an application to return early is made by the birth mother within 6 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.

49.28 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.

49.29 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.

49.30 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 must be made at least 6 weeks prior to the expected return date.

49.31 Where an Employee returns to work on a part-time basis, they may revert to full-time hours at the same classification level within 2 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

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

49.33 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.

PART G: PERFORMANCE AND DEVELOPMENT

50. Staff Appraisals

50.1 Employees will participate in an annual staff appraisal with their Manager.

50.2 The staff appraisal process aims to assist Employees to perform at their optimum level and Managers will adopt a professional and constructive approach.

50.3 Managers are required to receive relevant training prior to undertaking reviews.

50.4 Employees will be offered relevant training before undertaking their staff appraisal.

50.5 Issues of unsatisfactory performance will be addressed in accordance with clause 52 and not this clause.

50.6 This clause does not apply to Casual Employees.

51. Staff Development Grants Scheme

- 51.1 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.
- 51.2 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.
- 51.3 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.
- 51.4 Employees are eligible to apply for grants in accordance with relevant University policy.
- 51.5 This clause does not apply to Casual Employees.

52. Unsatisfactory Performance

- 52.1 If an Employee is not meeting University performance expectations, the University may decide to take action to remedy the unsatisfactory performance.
- 52.2 Before taking any disciplinary action as defined below, the University will discuss the matter informally with the Employee, providing the Employee the opportunity to respond to any concerns raised.
- 52.3 Without limitation, the University may also take other measures to assist the Employee to improve their performance, such as:
- (a) arranging performance counselling for the Employee;
 - (b) providing and periodically reviewing a performance improvement plan for the Employee;
 - (c) undertaking any other action that is appropriate; and/or
 - (d) supporting the Employee to address the unsatisfactory performance and identifying areas where professional development may occur.
- 52.4 The Manager will advise the Employee in writing of the measures to assist the Employee to improve their performance and the timeframe for these measures to be completed.
- 52.5 If the Manager determines that the Employee has demonstrated the required improvement, the Manager will advise the Employee in writing that the measures to assist the Employee to improve performance have been successful.
- 52.6 The unsatisfactory performance process may recommence if the Employee does not continue to meet University performance expectations within 12 months of the date of the notice provided at clause 52.4.
- 52.7 If the measures to assist the Employee to improve their performance within a reasonable timeframe are not successful, the Manager will advise the Employee in writing of either:
- (a) the timeframe for the completion of measures to assist the Employee to improve their performance has been extended; or
 - (b) the detail of any disciplinary action recommended to the DHR.
- 52.8 The Employee will have 5 working days to provide a response to a recommendation that any disciplinary action be taken.

- 52.9 Where a recommendation has been made that disciplinary action be taken the DHR will determine the disciplinary action to be taken and notify the Employee prior to taking any action.
- 52.10 Where the recommendation to the DHR is that the Employee should have their employment terminated the Employee will be entitled within 5 working days to make a submission to an Independent Reviewer as to why their employment should not be terminated.
- 52.11 The Independent Reviewer will be agreed by the University and the Employee or Employee's Representative and will consider whether the recommendation to terminate is reasonable in all the circumstances.
- 52.12 The Independent Reviewer will provide their report to the University and the Employee.
- 52.13 Disciplinary action may include one or more of the following:
- (a) formal written censure/reprimand;
 - (b) counselling;
 - (c) attendance at training;
 - (d) termination of employment;
- and/or, where it is reasonable to do so:
- (e) withholding of a salary increment;
 - (f) demotion by one or more classification levels or increments;
 - (g) suspension with or without pay.
- 52.14 Where an Employee has reasonable grounds to believe that the disciplinary action imposed in accordance with clause 52.13 (e) – (g) is unreasonable the Employee may initiate a Dispute in accordance with clause 64.
- 52.15 The University will consider any reasonable request by the Employee or their representative to extend the periods in clauses 52.8 and 52.10.
- 52.16 This clause does not apply to Casual or probationary Employees.

53. Misconduct

- 53.1 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.
- 53.2 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.
- 53.3 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 profitability of the University, except where an Employee was validly exercising their intellectual freedom rights as described in clause 5,
 - (c) serious misconduct may also include circumstances where the Employee has engaged in repeated misconduct.
- 53.4 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) wilful concealment or facilitation of research misconduct by others; or
 - (k) 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.
- 53.5 Where an Employee is alleged to have engaged in misconduct and/or serious misconduct, the University will notify the Employee of the allegations. The Employee will be provided with a reasonable opportunity to provide a response to the allegations.
- 53.6 At any time during this process the Employee may be suspended with or without pay or directed to perform suitable alternative duties.
- 53.7 Where the Employee admits the allegation(s) in part or in full, or does not respond to the allegation(s), the DHR will determine what disciplinary action, if any, is to be taken.
- 53.8 If the Employee denies the allegation(s):
- (a) the DHR, will commission an investigation into the allegation(s);
 - (b) where the matter involves an allegation of research misconduct, the investigation will be conducted in accordance with the provisions of the Australian Code of Conduct for Responsible Conduct of Research, associated guides or successor documents.

- 53.9 At the conclusion of the investigation, a report will be prepared which will include all relevant findings of fact, documents relied upon and any mitigating circumstances.
- 53.10 A copy of the report will be provided to the Employee who will have 5 working days to respond to the report.
- 53.11 If satisfied that an Employee has engaged in misconduct and/or serious misconduct, the DHR may take such disciplinary action as is considered appropriate in the circumstances and will notify the Employee of the action to be taken.
- 53.12 Where the DHR is considering termination of employment the Employee will be entitled within 5 working days to make a submission to an Independent Reviewer as to why their employment should not be terminated.
- 53.13 The Independent Reviewer will be agreed by the University and the Employee or Employee's Representative and will provide a copy of their report to the University and the Employee.
- 53.14 Disciplinary action may include one or more of the following:
- (a) counselling;
 - (b) formal written warning, censure or reprimand;
 - (c) attendance at training;
 - (d) termination of employment;
- and/or where it is reasonable to do so:
- (e) withholding of a salary increment;
 - (f) reducing salary by one or more increments;
 - (g) demotion by one or more classification levels;
 - (h) transfer to an alternative position;
 - (i) suspension with or without pay.
- 53.15 Where an Employee has reasonable grounds to believe that the disciplinary action imposed in accordance with clause 53.14 (e) – (i) is unreasonable the Employee may initiate a Dispute in accordance with clause 64.
- 53.16 Nothing in this clause precludes the University from terminating the employment of an Employee without notice for serious misconduct.
- 53.17 The University will consider any reasonable request by the Employee or their representative to extend the periods specified in clauses 53.10 and 53.12
- 53.18 This clause does not apply to a Casual or probationary Employee.

PART H: CONSULTATION AND COMMUNICATION

54. Professional and General Employees Consultative Committee

- 54.1 The role of the Professional and General Employees Consultative Committee (PGCC) is to facilitate consultation between the University and Employees on workplace relations and human resource matters by:
- (a) providing an open forum to raise workplace relations issues; and
 - (b) reviewing significant human resource policy initiatives and providing feedback on the development and implementation of such initiatives.
- 54.2 The PGCC will usually meet on a quarterly basis.
- 54.3 The committee comprises:
- (a) DHR as Chair;
 - (b) 3 nominees of the Chair;
 - (c) 3 Employee nominees from the Unions; and
 - (d) 3 elected Employee Representatives.
- 54.4 Members appointed under clause 54.3 (c) and (d) will have a 2 year term of office and may be reappointed for a subsequent term following a further nomination and election.
- 54.5 The process of election will be the responsibility of the Chair.
- 54.6 Members of the PGCC will be provided with time release in order to perform the functions of their role.

55. Consultation on Organisational Change

- 55.1 The provisions of this clause apply to the introduction of significant workplace change affecting Employees.
- 55.2 Workplace change is deemed to be significant if it results in one or more of the following:
- (a) ceasing employment due to Redundancy;
 - (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.

Step 1 - Consultation on Significant Workplace Change

- 55.3 Where the University has developed a definitive proposal for significant 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.
- 55.4 Formal consultation will include provision of a written proposal which sets out:
- (a) the nature of the proposed change and underlying rationale;
 - (b) information about the major change, other than information which is subject to legal privilege or is commercial-in-confidence;
 - (c) the significant impact the major change is likely to have on Employees;
 - (d) a reasonable timeframe for consultation of not less than 10 working days, unless otherwise agreed;
 - (e) any measures that the University is considering in order to avert or mitigate any material adverse effect of the proposed major change on the affected Employees.
- 55.5 The University will provide the opportunity to meet and confer with affected Employees on the proposed major change and any potential alternative proposals.
- 55.6 The University will provide the opportunity for affected Employees to submit written responses within the consultation timeframe.
- 55.7 The University will give genuine consideration to matters raised during the stated formal consultation period by Employees and their Union/nominated representative.

Step 2 - Implementation of Significant Workplace Change

- 55.8 The University will provide the affected Employees and the relevant Unions or other nominated representative(s) with a copy of a change implementation plan.
- 55.9 The University will continue to consult with and support Employees who are affected during the implementation of significant workplace change, and will avoid or mitigate against any detrimental outcomes for affected Employees.

Transfers

- 55.10 The University retains the right to transfer Employees that may be impacted by a significant workplace change to mitigate the adverse effects of the change. During the workplace change where the University is able to identify Suitable Alternative Employment, the University is entitled to transfer the Employee to that position. The transfer is subject to the University giving the Employee 10 working days written notice of the transfer.

56. Consultation on Change to Regular Rosters or Ordinary Hours of Work

- 56.1 Where a decision has been made to change the Employees' regular rosters or ordinary hours of work the University will, as soon as practicable:
- (a) discuss with the relevant Employees the introduction of the change;
 - (b) provide information to the Employees about the change, other than information which is subject to legal privilege or is commercial-in-confidence;
 - (c) invite the Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and
 - (d) consider any view given by the Employees about the impact of the change.

PART I: FLEXIBILITY

57. Individual Flexibility Agreement

57.1 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 57.1(a); and
- (c) the arrangement is genuinely agreed to by the University and the Employee.

57.2 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 57.2(a); and
- (c) the arrangement is genuinely agreed to by the University and the Employee.

57.3 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.

57.4 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.
- 57.5 The University must give the Employee a copy of the individual flexibility arrangement within 14 days after it has been agreed.
- 57.6 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.

PART J: CEASING EMPLOYMENT

58. Termination of Employment

- 58.1 The University may terminate an Employee's contract of employment, in writing, at any time by providing:
- (a) 4 weeks' notice;
 - (b) in the case of a probationary Employee, 2 weeks' notice; or
 - (c) in the case of an Employee who has completed more than 5 years' service and is over 45 years old, 5 weeks' notice.
- 58.2 For Casual Employees, employment may be terminated by 1 working hour's notice.
- 58.3 This clause only applies to fixed term Employees where their contract of employment is terminated prior to its end date under the following circumstances:
- (a) during a probationary period;
 - (b) for misconduct or serious misconduct; or
 - (c) for unsatisfactory performance.
- 58.4 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.
- 58.5 The University must provide the Employee with written notice of the effective day of termination.
- 58.6 The University may require the Employee to either work the notice period or may make a payment to the Employee in lieu of part or all of the notice period.
- 58.7 Notwithstanding the above, an Employee may be dismissed without notice for serious misconduct.
- 58.8 This clause does not apply OCFE Employees.

59. Expiry of Fixed Term Employment

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

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

- 59.2 Where, because of circumstances relating to the provision of specific funding to support employment which is external to the University and beyond its control, the University is not reasonably able to give the notice required by clause 59.1 it will be sufficient compliance if the University advises those circumstances to the Employee in writing at the latest time at which the notice would otherwise be required to be given, and gives notice to the Employee at the earliest practicable date thereafter.

Severance Pay

- 59.3 Severance pay will be payable where:

- (a) the 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 given notice of non-renewal of a fixed term contract;
 - (ii) the Employee seeks to continue employment with the University; and
 - (iii) the Employee is employed on a second or subsequent fixed term contract.

- 59.4 Severance pay for 59.3(a)(i) Recent professional practice required and 59.3(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

- 59.5 Severance pay for 59.3(a)(iii) Specific task or project, 59.3(a)(iv) Research and 59.3(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

- 59.6 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; or
- (c) for unsatisfactory performance.

In these circumstances, the period of notice is as required by clause 59.1 and severance pay under clauses 59.4 and 59.5 is not payable.

60. Termination – OCFE Employees

- 60.1 An OCFE appointment may be terminated if:

- (a) the funding that supports the position ceases or is insufficient;
- (b) the Employee is no longer able to perform the inherent requirements of the position;
- (c) the termination is in accordance with:
 - (i) clause 12 – Probation;
 - (ii) clause 52 – Unsatisfactory Performance; or
 - (iii) clause 53 – Misconduct.

- 60.2 Where an Employee's employment is terminated under clause 60.1 they will be entitled to notice or payment in lieu of part or all of such notice, being:

- (a) 4 weeks;
- (b) 5 weeks where there Employee is over 45 years of age; or
- (c) a lesser period of notice in accordance with:
 - (i) clause 12 – Probation;
 - (ii) clause 52 – Unsatisfactory Performance; or
 - (iii) clause 53 – Misconduct.

- 60.3 An OCFE Employee whose employment is terminated under clause 60.1 is entitled to severance pay in accordance with the following:

Period of continuous service	Severance Pay
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

- 60.4 An Employee is not entitled to severance pay under clause 60.3 if:
- (a) they decline further employment;
 - (b) they do not 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; or
 - (e) they are terminated in accordance with:
 - (i) clause 12 – Probation;
 - (ii) clause 52 – Unsatisfactory Performance; or
 - (iii) clause 53 – Misconduct.

61. Resignation or Retirement

- 61.1 Ongoing, OCFE and fixed term Employees are required to give 1 month's notice in writing of their intention to resign or retire. In the case a probationary Employee, the required notice is 2 weeks.
- 61.2 Casual Employees are required to provide 1 working hour's notice of their intention to resign.
- 61.3 The University and the Employee may agree to a shorter period of notice.
- 61.4 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.

62. Redundancy

- 62.1 **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.
- 62.2 This clause applies to eligible ongoing Employees whose employment is terminated at the University's initiative for reasons of Redundancy. This clause does not apply to:

- (a) an Employee whose employment is terminated because of ill health, misconduct, serious misconduct or unsatisfactory performance;
- (b) a Casual, ongoing contingent funded 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 to Suitable Alternative Employment as per clause 62.3 and clause 62.12;
- (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

62.3 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).

62.4 If clause 62.3(b) applies then the Employee will continue to be paid at the salary they received immediately prior to redeployment for a period of 12 months from the date of notification specified at clause 62.6 or until the salary of the new role matches their previous salary, whichever occurs first.

Notifications

62.5 The University will advise any Employee, whose employment is at risk of being terminated for reasons of Redundancy (Affected Employee), of the reasons for the decision and the period in which the University intends to carry out the termination.

62.6 The University will provide written notice of Redundancy to an Affected Employee. That Employee may:

- (a) within 4 weeks request redeployment as per clause 62.11; or
- (b) indicate that they intend to accept the Redundancy entitlements payable as per clause 62.18.

62.7 An Employee who has been provided with notice that their employment is to be terminated for reasons of Redundancy may apply within 2 weeks of the notification to the Executive Director, Corporate Services for a review of the decision. The Executive Director, Corporate Services will review the decision considering whether the Redundancy is in accordance with clause 62.1 and will either:

- (a) confirm the notice of Redundancy; or
- (b) withdraw the notice of Redundancy.

62.8 Where a position's FTE is reduced, an Employee may:

- (a) agree to continue employment at the reduced FTE basis provided that the University will not make any *pro rata* severance payments;
- (b) request redeployment to a position of the same FTE as the redundant position as per clause 62.11; or
- (c) indicate that they intend to accept the Redundancy entitlements payable as per clause 62.18.

Voluntary Redundancy

- 62.9 Nothing in this clause prevents the University electing to call for expressions of interest in voluntary Redundancy.
- 62.10 Where an application for voluntary Redundancy is granted the Employee will be entitled to notice, severance and leave as per clause 62.18. The Employee will not be entitled to redeployment or transfer.

Redeployment

- 62.11 An Employee may nominate for redeployment within 4 weeks of the University issuing the notice that the position is to be declared redundant at clause 62.6.
- 62.12 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 6 months from the date specified in the notice provided under clause 62.6.
- 62.13 The University may direct that an Employee on redeployment is placed in Suitable Alternative Employment.
- 62.14 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 62.18.
- 62.15 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.
- 62.16 If the University considers Suitable Alternative Employment not practicable, the University may, after a period of 4 months from the notice period specified at clause 62.5, terminate the Employee's employment on the grounds of Redundancy. The Employee will be entitled to the Redundancy entitlements specified at clause 62.18.
- 62.17 During the redeployment period, the Employee may be directed to clear all accrued leave.

Redundancy Entitlements

- 62.18 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 4 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 expression of interest accepted for voluntary Redundancy will receive 8 weeks' notice or payment in lieu of all or part of the notice period;
 - (iii) all other Employees whose position is declared redundant will receive 8 weeks' notice or notice as specified by the NES (whichever is greater) or payment in lieu of all or part of the notice period.
 - (b) **Severance**
 - (i) severance pay in accordance with the following table for the first 10 years of service:

Completed years of University service	Severance pay
1	4 weeks' pay
2	6 weeks' pay
3	9 weeks' pay
4	12 weeks' 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 2 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;
- (iii) accumulated but untaken time off in lieu or any banked flexi leave.

62.19 Entitlements under 62.18(a) and 62.18(c) will be paid at the current salary rate of the Employee.

62.20 Entitlements under 62.18(b) will be paid at the substantive salary rate of the Employee, provided that where an Employee has varying FTE the severance payments will be based on an average FTE over the period of eligible employment.

PART K: DISPUTE RESOLUTION

63. Grievances

63.1 **Grievance** will mean any problem, concern or complaint related to work, workload or the work environment which an Employee believes to be unfair, inequitable, or discriminatory provided that a Grievance may not be raised about any matter covered by a separate review process under this Agreement.

63.2 At any stage of this process an Employee may appoint a Union or Employee Representative to accompany or represent them in relation to the grievance.

63.3 The following is the procedure for resolving Grievances:

- (a) an Employee with a Grievance will first discuss it with their immediate Manager.
- (b) if the Employee is not satisfied with the outcome of action taken under clause 63.3(a) above then the Employee may refer the Grievance to the Head.

- (c) the Head will consider the matter as soon as practicable and inform the Employee within 5 working days either of the decision in the matter or of the action proposed.
 - 63.4 If the Employee is not satisfied with the outcome of action taken under clause 63.3 above then the Employee may notify the VC or nominee.
 - 63.5 The VC or nominee, on being notified of the existence of a Grievance, will act promptly to have the matter resolved.
-

64. Dispute Resolution

- 64.1 For the purposes of this clause:
 - (a) **Disputes** must relate to matters arising under the Agreement or in relation to the NES; and
 - (b) **Dispute Procedure** means the procedure set out in clauses 64.5 to 64.11.
- 64.2 All parties covered by the Agreement are able to raise a Dispute and be represented in the Dispute Procedure.
- 64.3 Each step in the Dispute Procedure is mandatory and must be followed before proceeding to the next step.
- 64.4 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.
- 64.5 Parties to the Dispute will attempt to resolve the issues at local level in the first instance.
- 64.6 Where the Dispute is not resolved, or is impracticable to settle locally, either party to the Dispute may refer the Dispute to the DHR in writing.
- 64.7 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.
- 64.8 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 working days.
- 64.9 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.
- 64.10 After meeting in accordance with clause 64.8 the University may declare that a Dispute is vexatious including because the Employee has notified multiple disputes on the same or similar subject matter. Where a Dispute is declared vexatious it will be deemed to be not resolved and clause 64.12 will apply.
- 64.11 If the Dispute is resolved, all parties will be notified in writing as soon as practicable of the details of resolution.
- 64.12 If the Dispute is not resolved as provided at clause 64.8:
 - (a) either party may refer the Dispute to the FWC or by agreement to another person or body for resolution within 10 working days;
 - (b) 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, then that person or body may deal with the Dispute as agreed by the parties; and
- (c) if the Dispute is not referred for resolution within the specified timeframes then the Dispute lapses.

64.13 The parties to a Dispute may extend timeframes under this clause by agreement in writing.

SCHEDULE A: SALARIES

A	B	C	D	E	F
Level/Step	Current rates	\$1100 \$ pa Effective January 2018	\$ pa (1.25%) Effective January 2019	\$1100 Plus \$ pa (0.75%) Effective January 2020	\$ pa (2.6%) Effective January 2021
Level 1					
Step 1	47,380	48,480	49,086	50,562	51,877
Step 2	48,374	49,474	50,092	51,576	52,917
Step 3	49,369	50,469	51,100	52,591	53,959
Level 2					
Step 1	50,862	51,962	52,612	54,114	55,521
Step 2	51,857	52,957	53,619	55,129	56,563
Step 3	52,603	53,703	54,374	55,890	57,343
Level 3					
Step 1	53,602	54,702	55,386	56,909	58,389
Step 2	55,105	56,205	56,908	58,443	59,962
Step 3	56,606	57,706	58,427	59,974	61,533
Step 4	58,106	59,206	59,946	61,504	63,103
Step 5	59,608	60,708	61,467	63,036	64,675
Level 4					
Step 1	62,110	63,210	64,000	65,588	67,294
Step 2	63,611	64,711	65,520	67,120	68,865
Step 3	64,862	65,962	66,787	68,396	70,174
Step 4	66,113	67,213	68,053	69,672	71,483
Step 5 *	68,117	69,217	70,082	71,716	73,581
Level 5					
Step 1	67,114	68,214	69,067	70,693	72,531
Step 2	69,117	70,217	71,095	72,736	74,627
Step 3	71,618	72,718	73,627	75,287	77,245
Step 4	74,624	75,724	76,671	78,354	80,391
Step 5 *	76,624	77,724	78,696	80,394	82,484
Level 6					
Step 1	77,122	78,222	79,200	80,902	83,005
Step 2	78,623	79,723	80,720	82,433	84,576
Step 3	80,124	81,224	82,239	83,964	86,147
Step 4	81,629	82,729	83,763	85,500	87,723

Step 5 *	83,625	84,725	85,784	87,536	89,812
Level 7					
Step 1	84,629	85,729	86,801	88,560	90,862
Step 2	87,632	88,732	89,841	91,623	94,005
Step 3	90,633	91,733	92,880	94,685	97,146
Step 4	94,137	95,237	96,427	98,259	100,814
Step 5*	97,137	98,237	99,465	101,319	103,953
Level 8					
Step 1	94,637	95,737	96,934	98,769	101,337
Step 2	97,640	98,740	99,974	101,832	104,480
Step 3	100,643	101,743	103,015	104,896	107,623
Step 4	103,646	104,746	106,055	107,959	110,766
Step 5*	112,654	113,754	115,176	117,148	120,194
Level 9					
Step 1	109,649	110,749	112,133	114,083	117,049
Step 2	111,651	112,751	114,160	116,125	119,144
Step 3	113,651	114,751	116,185	118,165	121,237
Step 4	116,155	117,255	118,721	120,719	123,858
Level 10					
10	118,658	119,758	121,255	123,273	126,478

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

SCHEDULE B: CLASSIFICATION DESCRIPTORS

Level	Education, Training and Experience	Task	Judgement and Problem Solving	Supervision and Independence	Organisational Relationships and Impact
1		Perform repetitive tasks, covered by instructions and procedures, for which the job holder usually requires less than 1 month of on the job training to achieve competence. Able to follow clear instructions. Some knowledge of materials and equipment may be required.	Solve problems where the situations encountered are repetitive, the alternatives for the job holder are limited and readily learned, and the required action is clear or can be readily referred to higher levels.	<p>Close supervision.</p> <p>Clear and detailed instructions are provided. Tasks are covered by standard procedures. Responses to unfamiliar situations are determined at higher levels. Work is regularly checked.</p> <p>In the case of experienced Employees working alone and following set routines, some latitude to rearrange sequences and discriminate between established methods.</p>	Can be expected to provide straightforward information to others on building or service locations. Employees follow procedures and demonstrate basic courtesy in their dealings with others; the impact of established procedures on other people or work areas is the concern of more senior Employees.
2	<p>Completion of year 12 with nought to 12 months relevant work experience; or</p> <p>Completion of year 10 and typically 2 to 3 years relevant work experience; or</p> <p>Completion of Certificate I or II with work related experience.</p>	Perform a range of straightforward tasks, adhering to clear instructions and procedures. Under instruction, may occasionally perform some more complex tasks for which detailed procedures or standardised instructions exist and where assistance or advice is readily available. Task competency, including knowledge of the procedures to be followed, can be acquired through on the job training and/or short courses consistent with training level 2.	Solve relatively simple problems - problems are similar, the relevant response is covered by established procedures/instructions, the choices to be made between alternate actions follow familiar patterns and assistance is available when unusual circumstances are encountered or when established responses are not effective. May exercise judgement over task sequencing on a day to day basis.	<p>Routine supervision.</p> <p>Direction is provided on the tasks to be undertaken. The job holder has some limited discretion to choose between established methods and sequences provided set priorities and timetables are met. The approach to standard circumstances is covered in procedures and checked on a selective basis. Non-standard or more complex tasks will be subject to detailed instructions and checking.</p>	Knowledge of and ability to relay information on requirements or procedures in own work area or perform tasks which may involve providing a general directory service to members of the public, students and other Employees (eg. advise on the location, role and availability of personnel and services). Use tact in dealing with others.

Level	Education, Training and Experience	Task	Judgement and Problem Solving	Supervision and Independence	Organisational Relationships and Impact
3	<p>Completion of a trades certificate or Certificate III, without subsequent experience as a qualified tradesperson upon appointment; or</p> <p>Completion of Year 12 or Certificate II, typically with at least 1 year's subsequent relevant work experience, or</p> <p>Completion of a Diploma with no relevant on the job experience;</p> <p>Employees advancing through this level may 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>Some task complexity, requiring the practical application of acquired skills and knowledge consistent with training level 3. Exercise discretion within established work methods, procedures and priorities to diagnose problems, or to choose between alternate approved work methods or procedures and to determine task sequences. Tasks may involve written and verbal communication skills, numerical skills, organising skills, data collection, and the use of a range of equipment at a level of complexity equivalent to the standard use of word processing software or to the application of skills gained through the acquisition of a single trade certificate.</p>	<p>Will:</p> <ul style="list-style-type: none"> • Solve similar problems, requiring some initiative and interpretation in the application of established rules, procedures, precedents, practices or techniques; and • Exercise some judgement over when to refer matters or seek assistance; and • Where the opportunity arises, make suggestions and develop local job specific systems to assist in the completion of allocated tasks. 	<p>Routine Supervision to General Direction</p> <p>Direction is provided on the assignments to be undertaken, with the occupant determining the appropriate use of established methods, tasks and sequences, where:</p> <ul style="list-style-type: none"> • Task objectives are well defined, and • Choices are made between a range of straightforward alternatives. <p>Guidance on the approach to non-standard, more complex or new circumstances will be provided by others.</p> <p>Supervision of other Employees may be required, where those Employees perform a range of straightforward tasks, following set procedures or routines.</p>	<p>Apply a knowledge of the work area processes and take the impact of actions on other people or work areas into account when selecting between established work methods and sequences.</p>

Level	Education, Training and Experience	Task	Judgement and Problem Solving	Supervision and Independence	Organisational Relationships and Impact
4	<p>Completion of a diploma level qualification typically with relevant work related experience (including experience gained in parallel with undertaking part-time study) or a certificate level qualification with post-certificate relevant work experience, or</p> <p>Year 12 and a detailed knowledge of specific administrative procedures and technical office skills, typically requiring at least 4 years relevant work experience, often combined with some formal training, to acquire; or</p> <p>Completion of a post-trade certificate or Certificate IV and subsequent relevant experience, or</p> <p>Completion of a trade certificate or Certificate III and subsequent relevant experience leading to the development of areas of specialisation through a depth of skills, or to the application of skills normally associated with a number of separate trades, or to the application of administrative and supervisory roles in conjunction with trade skills.</p>	<p>Perform a variety of tasks which</p> <ul style="list-style-type: none"> Require a sound working knowledge of relevant trade, technical or administrative practices, Include limited creative, planning or design functions, and Require an awareness of the relevant theoretical or policy context. <p>Knowledge is applied to recurring circumstances, at a level of complexity equivalent to using a range of computer software applications to assist with job assignments, to setting up, using and demonstrating a range of standard procedures, equipment use and/or experiments or to applying skills ranging across more than 1 trade. May involve the application of specialist skills, e.g. producing documents involving complex layouts, instrument calibration or maintenance, guidance to others in the use of a limited range of equipment, or the application of post trade skills to maintenance tasks.</p>	<p>Solve standard problems within an established framework or body of knowledge by:</p> <p>(i) Applying a range of procedures and work methods;</p> <p>(ii) Being proficient in and interpreting a set of relatively straightforward rules, guidelines, manuals or technical procedures; and</p> <p>(iii) Selecting from a range and combination of possible responses, based on some understanding of the principles or policies underlying established procedures, practices or systems.</p> <p>Will use operational experience to monitor and contribute to local procedures and systems.</p>	<p>General direction.</p> <p>Direction is provided on the assignments to be undertaken, with the occupant determining the appropriate use of established methods and sequences, where choices are made which require some understanding of a well-defined policy framework or recourse to technical knowledge. Guidance is available.</p> <p>May be responsible for</p> <ul style="list-style-type: none"> Supervising others performing a range of tasks within a single work unit; Providing on the job training and assistance to others; and/or Co-ordinating Employees (including liaison with Employees at higher levels) contributions to assignments or projects. <p>May undertake stand alone work appropriate to this level.</p>	<p>Apply a sound knowledge of the impact of the activities undertaken on other related functions or sections. Provide advice or assistance based on some depth of knowledge in own area. Assist others by:</p> <ul style="list-style-type: none"> Providing information about procedures, rules or techniques; and by Interpreting procedures and selecting between work methods and sequences. <p>Where relevant case experiences arise, suggest changes to procedures, schedules or routines to facilitate good relations between work units or with clients.</p>

Level	Education, Training and Experience	Task	Judgement and Problem Solving	Supervision and Independence	Organisational Relationships and Impact
5	<p>Perform duties at a skill level which requires:</p> <p>(i) Completion of a degree without subsequent relevant work experience as a graduate upon appointment; or</p> <p>(ii) Completion of a diploma consolidated by a range of experience, typically requiring at least 2 years subsequent relevant work experience to acquire; or</p> <p>(iii) Completion of a certificate IV or a post-trades certificate typically consolidated by extensive subsequent relevant experience.</p>	<p>Perform tasks which require:</p> <p>(i) The standard application of theoretical principles, procedures and techniques at the level of a less experienced graduate working in their field of expertise; or</p> <p>(ii) Depth (i.e., the development of some areas of specialisation) or breadth of technical, trade or administrative expertise. Knowledge of particular procedures or techniques is supported by a sound appreciation of the relevant theoretical or policy framework, which guides the interpretations and choices required.</p> <p>Apply, interpret and or advise on policies, systems, manuals, rules, procedures or guidelines, for example, the trialling of and reporting on experiment modifications for laboratory practicals, or the application of a substantial set of rules to the consideration of varying individual cases, or the initial or straightforward drafting of reports, submissions or non-standard correspondence.</p>	<p>Solve diverse problems (characterised by subject range or depth) which require judgement and initiative based on:</p> <p>(a) Theoretical knowledge; and/or</p> <p>(b) A thorough knowledge of a complex set, or a wide range, of rules, activities, techniques or procedures.</p> <p>May make regular operational decisions on entitlements, or on the provision, availability or deployment of resources and services which impact outside the immediate work unit or on clients. May provide some assistance with forward planning, estimating and budgeting, derived from operational responsibilities.</p>	<p>General direction.</p> <p>Duties arise from role statements, supplemented by assignment allocation as relevant. Use theoretical/policy and technical knowledge to apply and interpret procedures. Participate in planning and scheduling a range of activities and responsibilities.</p> <p>May:</p> <ul style="list-style-type: none"> Supervise Employees and have responsibility for the day to day operation of a work unit where this involves setting priorities, meeting service standards and assisting with the monitoring or review of systems; or Supervise or co-ordinate Employees with different areas of skill. 	<p>Apply a detailed knowledge of the interaction between work unit policies, systems and procedures and policies, systems and procedures in any other related areas, to:</p> <ul style="list-style-type: none"> Respond to standard circumstances; Advise, assist and influence others; and Where relevant suggest operational changes or make minor refinements to local procedures where the impact on related activities and procedures is considered.

Level	Education, Training and Experience	Task	Judgement and Problem Solving	Supervision and Independence	Organisational Relationships and Impact
6	<p>Perform duties at a skill level which requires:</p> <p>(i) A degree, typically with 2 or more years subsequent relevant experience to consolidate the theories and principles learned; or</p> <p>(ii) A Diploma followed by either the development of specialist expertise or the development of broad knowledge, in technical or administrative fields, typically requiring 4 years subsequent experience.</p>	<p>Perform a range of assignments which:</p> <ul style="list-style-type: none"> Are guided by policy or objectives and, where relevant, by professional standards; Require a conceptual understanding of relevant policies, procedures or systems; and Require interpretation in the application of policy and/or precedent. <p>Some ingenuity in the investigation of a range of operating or design issues may be a key duty at this level. May support academic programs by designing and developing practical experiments and assisting with the development and planning of course work.</p>	<p>Solve diverse and unusual problems by analysing information where considerable interpretation of existing regulations, policies or procedures is required. Some discretion to innovate within own function and take responsibility for outcomes. May:</p> <p>(i) Apply theoretical/policy and technical/procedural knowledge to design, diagnose, analyse, review, develop or test complex systems, data, equipment or procedures;</p> <p>(ii) Develop section procedures;</p> <p>(iii) Use considerable technical skills to design equipment to a limited brief or to liaise with equipment users to better define requirements; and/or</p> <p>(iv) Undertake planning involving resource use or develop proposals for resource allocation.</p>	<p>General to Broad Direction.</p> <p>Duties arise from role statements, supplemented by assignment allocation as relevant.</p> <p>Within policy, will set medium term priorities and monitor work flows and systems within an area of responsibility (ie. for own position and for a team or section if applicable).</p> <p>May have supervisory responsibility and some line management responsibility for Employees performing a set of related functions. May have Employees reporting indirectly to the position.</p>	<p>Provide authoritative advice in the context of widely varying circumstances. Adapt techniques and interpret or modify procedures to achieve objectives, where any changes are within policy and either their impact is largely restricted to the work unit(s) concerned or they are authorised at higher levels. May provide influential input to policy or systems development on the basis of expertise in the operational aspects of current systems and their impact.</p>

Level	Education, Training and Experience	Task	Judgement and Problem Solving	Supervision and Independence	Organisational Relationships and Impact
7	<p>Perform duties at a skill level which requires:</p> <p>(i) A degree with typically at least 4 years subsequent relevant experience to consolidate and extend the theories and principles learned; or</p> <p>(ii) Extensive experience and management and or specialist expertise.</p>	<p>Apply substantial theoretical and technical knowledge and experience to a range of issues and circumstances requiring considerable independent analysis and interpretation. In addition, may:</p> <p>(i) Provide consultancy advice to others; and/or</p> <p>(ii) Practice, or provide comprehensive instruction to students or Employees, in a specialised area of theoretical, policy or technical complexity.</p>	<p>Independently apply theoretical or policy knowledge to:</p> <p>(i) Modify and adapt techniques to develop innovative methodologies;</p> <p>(ii) Research and analyse a situation to propose new responses or solutions; and/or</p> <p>(iii) Take a leading role in the application of proven techniques involving considerable theoretical and technical sophistication.</p> <p>Focus on objectives rather than procedures and precedents. May involve the interpretation or application of policy which has an impact beyond the immediate work area.</p>	<p>Broad direction.</p> <p>Direction is provided in terms of objectives. A contribution to the planning of work programs and the review, development or modification of procedures (within policy) by the Employee will be required. May have line management responsibility for Employees delivering a range of administrative, technical or professional services, including the provision of advice on procedures, systems, priorities and budgets for the program concerned to more senior Managers.</p>	<p>Duties require knowledge of the relationship between a range of diverse policies and activities. May negotiate solutions where a range of interests have to be accommodated. May develop proposals or recommendations which co-ordinate the interests of separate work units or contributors around a particular program, function or objective and share some accountability for the decisions taken.</p>

Level	Education, Training and Experience	Task	Judgement and Problem Solving	Supervision and Independence	Organisational Relationships and Impact
8	<p>Perform duties at a skill level which requires:</p> <p>(i) A degree with substantial extension of the theories and principles, typically requiring at least 8 years relevant graduate experience; or</p> <p>(ii) A range of management experience; or</p> <p>(iii) Postgraduate qualification with relevant experience.</p>	<p>Perform tasks requiring the integration of substantial theoretical (or policy) and technical knowledge to:</p> <p>(i) Manage established programs and budgets;</p> <p>(ii) Develop, review or evaluate significant policies, programs or initiatives, usually with impact beyond the immediate area of responsibility, or requiring comprehensive contextual knowledge;</p> <p>(iii) Be a recognised authority within the University in a complex specialised area;</p> <p>(iv) Develop or apply new principles and technology; and/or</p> <p>(v) Provide professional or consultancy services with recognised standing across or outside the University.</p> <p>Tasks may span a range of activities in a complex, specialised environment.</p>	<p>Responsible for developing or implementing systems, or programs (including priorities, policies and procedures) within closely defined statements of role objectives, which may include a requirement to draw together the interests of several functional or specialist areas. May provide key strategic advice on management or technical issues at Department level or equivalent.</p>	<p>Broad Direction.</p> <p>Will advise on and have substantial influence over the establishment of priorities, programs and/or budgets (formulation and expenditure) for a major area. Will have scope to reset priorities or resources within overall program objectives or between positions or sections for which the position has line management responsibility.</p>	<p>Apply a thorough knowledge of:</p> <ul style="list-style-type: none"> • University wide policies, legislation and other external requirements relevant to the responsibilities of the position; and/or • Diverse research and teaching activities (e.g., at the level of a large Department). <p>To have a substantial influence on policy development, on Department or equivalent management and or to manage or co-ordinate a program(s).</p>

Level	Education, Training and Experience	Task	Judgement and Problem Solving	Supervision and Independence	Organisational Relationships and Impact
9	<p>Perform duties at a skill level which requires:</p> <ul style="list-style-type: none"> (i) Extensive management expertise and supporting experience; or (ii) Postgraduate qualification and extensive relevant experience; 	<p>Perform tasks involving:</p> <ul style="list-style-type: none"> (i) A significant creative, planning, entrepreneurial or management contribution to the development or operation of major professional, management or administrative policies or programs, usually at or above the Faculty level or equivalent; and (ii) Responsibility for or impact on significant resources. 	<p>Responsible for developing or implementing systems, services or programs (including priorities, policies and procedures) within broad statements of role objectives where responsibilities have been substantially delegated. Have independence in the allocation of resources within constraints established by senior management.</p>	<p>Broad direction.</p> <p>Manage programs, including, as relevant, setting longer term priorities and objectives, the shaping of organisational structures and influence over the size and composition of the resources available. Alternatively, may have wide discretion in area of expertise and provide high level advice in a specialised area of theoretical or policy complexity with corporate impact.</p>	<p>Take a leading operational role in the development or review of policies or programs. Responsibilities commonly require significant planning, liaison, consultation and negotiation, often involving external parties and/or a comprehensive knowledge of external opportunities, regulations or requirements. Apply a comprehensive knowledge of related programs. Duties may have corporate impacts.</p>
10	<p>Perform duties at a skill level which requires:</p> <ul style="list-style-type: none"> (i) Experience and expertise in the management of significant human and material resources; or (ii) Experience and expertise in the provision of strategic policy advice affecting the direction of the University. 	<p>Perform tasks requiring the conceptualisation, development, review and accountability for the operation of major professional, management or administrative policies or programs at the corporate level. Significant high level creative, planning and management functions. Responsible for significant resources, or have a strong impact on the deployment of significant resources or major University policies.</p>	<p>Be accountable for the achievement of objectives and management of programs affecting a significant organisational area at Faculty level or equivalent. Will be either an influential contributor to decisions over the allocation or use of substantial resources or to the development of policy with substantial corporate impact. May have responsibility for managing substantial contract obligations or a substantial budget, including the discretion to re-allocate funds or priorities within a budget.</p>	<p>Broad direction.</p> <p>Either:</p> <ul style="list-style-type: none"> (i) Substantial management responsibility, usually for diverse activities; or (ii) Work in a situation where job objectives, performance criteria and in some cases funding are proposed, developed and, in practical terms, determined by the job holder. 	<p>Taking into account the views and interests of others:</p> <ul style="list-style-type: none"> (i) Carry operational responsibility (that is, be the catalyst or driving force) for the development or significant amendment of policies or systems at Faculty level or higher; or (ii) Bring a multi-perspective understanding to the development, communication, marketing or implementation of new policies or programs.

SCHEDULE C: JOB PROTECTION FRAMEWORK DUE TO COVID-19

PART A: INTRODUCTION AND OPERATIVE PARTS

1. Purpose and aim

- 1.1 The purpose of Schedule C is to give effect to the National Jobs Protection Framework for the University, its Employees and NTEU to respond to the impact of COVID-19. The Framework recognises that:
- (a) on 11 March 2020, the World Health Organisation declared a global pandemic arising from the spread of the COVID-19 coronavirus;
 - (b) as a result of that pandemic, many public health measures have been adopted by governments, including travel bans and limiting physical interaction;
 - (c) the response to the impact of COVID-19 in some ways will be short-term and others long-term;
 - (d) the University has suffered a significant financial detriment as a result of the Impact of COVID-19;
 - (e) all Employees are integral to the delivery of the University's goals; and
 - (f) special provisions are needed for maintaining employment of Employees affected by the Impact of COVID-19.
- 1.2 Schedule C is to be read in conjunction with the terms of the Memorandum of Understanding between the University and NTEU, but the Memorandum of Understanding is not incorporated into this Schedule C or the Agreement.
- 1.3 Schedule C contains a number of temporary changes to some Agreement provisions to lessen the number of job losses that would otherwise occur as a result of the significant financial impact of the Impact of COVID-19 on the University.

2. Operation

- 2.1 Schedule C will take effect from the date specified in the decision by the Fair Work Commission to approve this Agreement as varied.
- 2.2 The terms of Schedule C will cease to operate on 30 June 2021.
- 2.3 Schedule C does not alter the nominal expiry date of the Agreement.
- 2.4 The terms of Schedule C shall prevail over the terms of the Agreement, but only to the extent of any inconsistency.
- 2.5 An Employee who accepted a reduced FTE or salary on a temporary basis after 11 March 2020 but before the commencement of Schedule C, shall be deemed to have accepted such a reduction pursuant to the terms of Schedule C and shall have the entitlements attached thereto.
- 2.6 The Agreement will be read and interpreted in conjunction with the NES. Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

Restorations upon expiry of this Schedule

- 2.7 Upon the expiry of Schedule C, the University will:
- (a) restore all terms and conditions of employment that have been changed as a result of the implementation of Schedule C, prospectively; and

- (b) service shall be calculated, as if Schedule C and measures taken under it never had effect.
- 2.8 For the avoidance of doubt, a reference to rates of pay includes any salary increases consequent upon reclassification that an Employee would have been entitled to had Schedule C never come into effect.
- 2.9 An Employee whose job or duties has changed as a result of the operation of Schedule C will return to perform the duties or job they held prior to Schedule C coming into effect, unless their job has been abolished in accordance with the terms of Schedule C.

PART B: JOB PROTECTION MEASURES

3. Stand down

- 3.1 The purpose of this clause is to ensure Employees who might otherwise be stood down without pay continue to receive a salary.
- 3.2 Where an Employee cannot usefully be employed due to a stoppage of work for any cause for which the University cannot reasonably be held responsible, the University may stand the Employee down (i.e. where an Employee could have been stood down under the FW Act).
- 3.3 An Employee is only able to be stood down during a period in which the circumstances in clause 3.2 of Schedule C exist. An Employee or their Representative may request a review of this at any time.
- 3.4 Where an Employee has been stood down, the following shall apply:
 - (a) The University must continue to explore all options for other work that could be assigned to the Employee during the period of stand down.
 - (b) The University must consider any professional development or training that could be undertaken.
 - (c) The University must offer the employee a Voluntary Redundancy, if the stand down continues beyond 30 days' duration. The Employee may choose to accept that offer or to reject it and remain stood down.
 - (d) Without prejudice to the requirements of clause 3.2 of Schedule C, the University may require the Employee to do some work under this clause.
- 3.5 The University will not pay the Employee's usual salary where an Employee is stood down. Instead, the Employee will be paid, in any given pay period, 50% of the Employee's usual salary or \$1500 a fortnight, whichever is greater.
- 3.6 For the avoidance of doubt, this clause replaces the University's power to stand down Employees provided by s 524 of the FW Act.

4. Allocation of work

- 4.1 This clause governs only:
 - (a) the allocation of work to retain Casual Employees and the allocation of positions to retain fixed-term Employees in employment; and
 - (b) the order of preference to be given in the temporary reassignment of duties to different categories of Employees,and does not govern the selection process for a vacant ongoing position.
- 4.2 Where there is no work or insufficient work available for an ongoing or fixed-term Employee, the University will seek to identify other work for that Employee to perform. Within this process, available work will be assigned first with a view to preventing compulsory Redundancy, then to Employees who have been stood down, in order to provide them with some work under clause 3 of Schedule C. This allocation of work for these purposes shall take precedence over the allocations described in clauses 4.3 to 4.6 of Schedule C.

- 4.3 Where there is work required to be performed and that work was usually performed by a Casual Employee who had been regularly employed by the University and the Casual Employee had a reasonable expectation that they would continue to be employed by the University, then the Casual Employee will continue to be engaged to perform that work. Where such a Casual Employee suffers a reduction in casual work or has no work as a result of the impact of COVID-19, the Casual Employee will have first order of preference to resume that work upon it becoming available again.
- 4.4 Where there is work required to be performed and that work was usually performed by a fixed-term Employee, and the Employee was not subject to any formal disciplinary procedures, the Employee shall be offered a new contract if their contract comes to an end. Where a fixed-term Employee is not offered a further contract as a result of the impact of COVID-19, and the Employee was not subject to any formal disciplinary procedures, the Employee will have first order of preference to be offered a further fixed-term contract upon that work becoming available again.
- 4.5 For the purposes of this clause, a Casual Employee includes a Casual Employee whose employment ended due to the Impact of COVID-19 and includes Casual Employees who had a reasonable expectation of casual employment in the second half of 2020.
- 4.6 Subject to clauses 4.2 to 4.5 of Schedule C nothing in clause 4 of Schedule C prevents the University from making staff allocation and selection decisions.
- 4.7 Allocation of work under this provision will not of itself change an Employee's type of employment as set out in clause 6.1 of the Agreement.

5. Redeployees

- 5.1 In filling any vacancies, redeployees will have first preference, and then all other Employees (including Casuals) are to be considered according to the University's existing merit-based selection procedures.

6. No new external appointments

- 6.1 No external appointment will be made whilst Schedule C is in effect, except as follows:
- (a) Professorial appointments.
 - (b) Bona fide circumstances where there is External Funding which substantially covers the employment is dependent on the identity of the occupant of the position to be filled.
 - (c) Special circumstances where a job requires skills or attributes that are not available within the existing workforce. Each such proposed appointment will be reported to the CTMC.
 - (d) An individual who, prior to the commencement of this Schedule, had received an offer of employment during 2020.
 - (e) An Employee referred to in clause 4 of Schedule C.
- 6.2 To avoid doubt, the limitations on external appointments referred to in this clause relate to Employees and employment by the University, whether or not that employment is covered by this Agreement.

PART C: SPECIAL COVID-19 ENTITLEMENTS

7. COVID-19 leave

- 7.1 An Employee who has a certified diagnosis of COVID-19 and who is not fit for work will have access to 2 weeks paid leave to cover a period of any consequent illness, to be known as COVID-19 Leave. COVID-19 Leave will not reduce any other leave entitlements.

- 7.2 An Employee, other than an Employee described in clause 7.1 of Schedule C, will be entitled to up to 2 weeks' paid leave (without deduction from any other leave entitlements) if:
- (a) they are required to isolate on medical advice or on the advice of public health authorities; or
 - (b) where in order to perform caring duties for a person for whom Carers' Leave as set out in clause 40.6 of the Agreement applies is required to isolate on medical advice or the advice of health authorities;
- and because of those circumstances is not reasonably able to perform all of their duties or hours of work.
- 7.3 The entitlements in clause 7.1 and 7.2 of Schedule C will be subject to the provision of reasonable evidence.
- 7.4 The entitlements under clauses 7.1 and 7.2 of Schedule C will also be extended to Casual Employees as paid leave (meaning payment for the work/hours which would have been performed other than for the leave) on the same basis as Employees entitled to Personal Leave.
- 7.5 To avoid doubt, these provisions do not operate to reduce any other leave entitlement under the Agreement.

8. Domestic and Family Violence protections

- 8.1 The parties recognise that the impact of COVID-19 has created particular problems for Employees experiencing domestic and family violence.
- 8.2 Employees who experience domestic and family violence during the operation of Schedule C will be entitled to 5 days' paid domestic and family violence leave.

9. Employees at higher risk

- 9.1 Recognising the higher risk of COVID-19 faced by particular groups of Employees, the University will, wherever possible, grant periods of working from home beyond those mandated. For this purpose such Employees include:
- (a) Aboriginal and Torres Strait Islander Employees; and
 - (b) other Employees in high risk groups (as defined by the Australian Government Department of Health).
- 9.2 In doing so, the University may ask for reasonable evidence from a registered health professional of the Employee's health risk.

10. Employee performance evaluation

- 10.1 The University will take into account the impact of COVID-19 on the working environment and personal lives of all Employees when undertaking any performance evaluation, or managing performance of any Employee.

11. Probationary employees

- 11.1 Probation targets will, where necessary, be adjusted to reflect any disruption caused by the impact of COVID-19. This can be initiated by either the Employee or the University. Any changes to targets must be agreed to by the Employee in writing.

12. Recovery of expenses

- 12.1 Where an Employee has incurred costs to enable the Employee to perform their job role in response to the impact of COVID-19, the University will reimburse the Employee the full amount of the costs. This does not apply where the costs are unreasonable, unrelated to performing the Employee's job or would have been incurred by the Employee regardless of their role with the University.

- 12.2 The Employee will make reasonable attempts to obtain any necessary equipment from the University, and University approval prior to incurring any expenditure on work-related items. The University will not unreasonably refuse an Employee's request.

13. Superannuation

- 13.1 Where any measure in Schedule C would result in a reduction in employer superannuation contributions that would otherwise be paid to the Employee if Schedule C was not in effect, the University will continue to make those employer superannuation contributions as if Schedule C had never come into operation.
- 13.2 Subject to the rules of the superannuation fund, an Employee who is a member of a defined benefit scheme will continue to make contributions in alignment with the contributions made by the University.

PART D: CHANGES TO CONDITIONS

14. Introduction

- 14.1 This Part allows the University, where the circumstances in the particular clause are met, to change the specified employment conditions, but only to the extent provided by the clause.

15. Changes to duties

- 15.1 By giving 2 weeks' notice, the University may direct Employees to temporarily undertake duties outside the scope of their classification and position description or expectations, so long as the duties are within the Employee's skill level and competency and it is safe to do so.
- 15.2 These may be higher-level or lower-level duties, but the Employee's pay will not be affected (including that any existing temporary higher-level appointment or higher level allowance is unaffected), subject to the requirement that an Employee shall not at any time be paid at a rate less than that which would apply to that work under the Award.
- 15.3 The consultation and managing change provisions under clause 55 of the Agreement and clause 26 of Schedule C do not apply to these temporary assignments, unless they have a significant effect.
- 15.4 Where practicable, work which would otherwise be paid as overtime should be allocated to another Employee in order to make up a shortfall in the load of the latter Employee.

16. Employee-initiated change to hours of work and leave

- 16.1 An Employee who is working from home may apply for one or more of the following flexible working arrangements:
- (a) A change to their start and finish times to suit their personal and/or family circumstances (any such Employee initiated change will not attract overtime rates).
 - (b) A reduction in FTE.
 - (c) A Purchased Leave Arrangement in accordance with clause 45 of the Agreement for extra leave with a consequent reduction in pay.
- 16.2 Any request by an Employee for one of the above flexible working arrangements will not be unreasonably refused by the University. The University must provide a written response to an application for a flexible working arrangement under clause 16.1 of Schedule C within 5 working days, unless otherwise agreed.
- 16.3 The University and the Employee will agree upon the end date of a flexible working arrangement, which may be beyond the expiry of Schedule C.

17. Impact on service

- 17.1 A break in employment caused by the Impact of COVID-19 shall not count as service for any purpose, but shall not constitute a break in service for any purpose.

PART E: TEMPORARY CHANGES TO TERMS AND CONDITIONS OF EMPLOYMENT

18. Introduction

- 18.1 This Part of Schedule C allows the University, where the circumstances in the particular clause are met, to change an Employee's terms and conditions of employment.

19. Temporary reductions to salary and allowances

- 19.1 If the University is declared by the EAP to be in Category A or Category B and remains in either category, the University may implement any of the following to an amount equivalent to a maximum total of 10% of an Employee's salary over a period of 12 months:
- (a) Postponement of the date of effect of pay rises (as outlined in clause 20 of Schedule C).
 - (b) Cancel annual leave loading (as outlined in clause 21 of Schedule C).
 - (c) Direction for Employees to participate in a Purchased Leave Arrangement (as outlined in clause 22 of Schedule C).
- 19.2 For the purpose of this Part, salary means salary and allowances or loadings other than allowances that constitute a reimbursement of expenditure or are discretionary payments.
- 19.3 Subject to clause 27 of Schedule C, any reduction in salary and allowances permitted by this Part is not subject to later retrospective payment for the period in which the reduction was in effect.
- 19.4 The comparator is against the salary of the given pay period the Employee would have received had this Schedule never come into effect.

20. Postponement of pay increases

- 20.1 This clause applies to any increase in salary or rate of pay due to an Employee pursuant to clause 23 and Schedule A of the Agreement.
- 20.2 If the University is declared by the EAP to be in Category A or Category B, then the University will postpone the date of effect of any increase under clause 20.1 in Schedule C above for a period within the duration of the term of Schedule C.
- 20.3 For the purpose of implementing this clause, the salary increase that was due to be applied from the first full pay period on or after 22 January 2021 under clause 23.1 of the Agreement will instead be applied from 21 June 2021.
- 20.4 This clause does not apply to Casual Employees.
- 20.5 For avoidance of doubt, clause 21 of the Agreement is not affected by the operation of this clause.

21. Cancellation of leave loading

- 21.1 If the University is declared by the EAP to be in Category A or B, then the University will cancel one leave loading accrual and payment due to an Employee for a period within the term of Schedule C.
- 21.2 For the purpose of implementing this clause, annual leave loading as outlined in clause 39 of the Agreement will not be paid for 2020.

22. Purchased leave

- 22.1 If the University is declared by the EAP to be in Category A or B, then the University may upon the provision of 2 weeks' notice, direct an Employee to enter into a Purchased Leave Arrangement.
- 22.2 For the purpose of implementing this clause:
- (a) The University will direct an Employee to enter into a Purchased Leave Arrangement that requires a Full-time Employee to purchase up to an additional 19 days leave (142.5 hours) for the following 12 month period. This clause will apply to part-time Employees on a pro-rata basis.
 - (b) An Employee is permitted to purchase more than 8 weeks' additional leave per year under a Purchased Leave Arrangement.
 - (c) Under the Purchased Leave Arrangement, an Employee will be required to take the additional leave either:
 - (i) during the specified University close down periods outlined in clause 22.2(e) of Schedule C;
 - (ii) as otherwise agreed between the Employee and their Manager at the time of entering into the Purchased Leave Arrangement; or
 - (iii) where agreement cannot be reached, with no less than 2 weeks' notice, the University may direct by the Employee to take the leave, before 30 June 2021.
 - (d) Clauses 45.3 and 45.4 of the Agreement do not apply.
 - (e) The University will close down for the following periods:
 - (i) 21 December 2020 until 6 January 2021; and
 - (ii) 6 April 2021 until 9 April 2021.
 - (f) The following details of the Purchased Leave Arrangement will be set out in writing to the Employee:
 - (i) the commencement date of the Purchased Leave Arrangement;
 - (ii) the dates that the Employee is required to take the additional leave; and
 - (iii) the period in which the salary reduction will apply.
 - (g) This clause operates in addition to, and separate from, any other Purchased Leave Arrangements made under clause 45 of the Agreement.
- 22.3 Clause 22 of Schedule C does not apply to Casual Employees or Employees when they are taking Parental Leave or Partner Leave in accordance with clause 49 of the Agreement.

23. Hardship

- 23.1 The University must allow for individual exceptional circumstances of hardship.
- 23.2 Where an Employee would experience hardship in individual exceptional circumstances as a result of the application of clauses 21 and 22 of Schedule C the Employee may make a written application to the Director of Human Resources (or nominee) for special consideration.
- 23.3 The application will specify the circumstances that are individual to the Employee and how they will result in hardship. An application made in accordance with this clause will be considered expeditiously (but no more than 7 working days). If the University rejects an application, it must provide written reasons for their decision.

24. Reclassification

- 24.1 The date of effect for the increase in salary arising from a reclassification (at the Employee's initiative) will be the date no earlier than the day after Schedule C ceases to apply or the University is no longer in either Category A or B, whichever comes first.

PART F: DIRECTIONS TO TAKE LONG SERVICE LEAVE

25. Long service leave

- 25.1 Subject to the application of the NES, the University may, by providing 2 weeks' notice direct an Employee to take long service leave in accordance with this clause, where the direction is reasonable in all the circumstances.
- 25.2 The University may direct an Employee to take long service leave to reduce their long service leave balance down to 65 working days.
- 25.3 The long service leave must be taken at a time that is agreed between the University and the Employee, but within 2 months of the direction.
- 25.4 Long service leave will not be directed to be taken at a time when the Employee otherwise has unavoidable work obligations (e.g. grant applications).
- 25.5 Where long service leave is directed to be taken, the long service leave must be accounted for in the Employee's workload allocation and performance expectations.
- 25.6 By agreement with the University, an Employee may choose to take an extended period of long service leave at a commensurately lower rate of pay (e.g. 20 days leave at half-pay, instead of 10 days leave at full-pay).

PART G: CHANGE MANAGEMENT

26. Change management

- 26.1 This clause does not apply to clauses 3 and 15 of Schedule C or to change management processes commenced in accordance with clause 55 of the Agreement prior to the commencement of Schedule C.
- 26.2 Where a Workplace Change is proposed by the University, the CTMC will consider any proposed change and within 5 working days, agree to a timeframe and process to consult with affected Employees about the change.
- 26.3 In coming to agreement, the CTMC will take into account:
- (a) any urgency created by the impact of COVID-19;
 - (b) the scale of the change (including, without limitation, the number and nature of Employees who will be affected by the change, the level to which the affected Employees will have their work arrangements changed, potential for job losses or loss of job or promotion opportunities).
- 26.4 If the CTMC cannot agree to a process and timeframe, the matter will be referred to an Arbitrator in accordance with the dispute settling clause 30.5 of Schedule C.
- 26.5 Any consultation process determined under clause 26.2 or 26.4 of Schedule C above must involve the University providing information to the Employees and NTEU about the change, and invite the Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities) and the University must consider any views given by the Employees about the impact of the change.
- 26.6 An affected Employee will be entitled to appoint a Representative for the purpose of any consultation under this clause.
- 26.7 For a change to an Employee's regular roster or ordinary hours of work, clause 56 of the Agreement will continue to apply.

PART H: TERMINATION OF EMPLOYMENT

27. Termination pay

- 27.1 Upon termination of employment for any reason whatsoever (whether during the operation of Schedule C or beyond its expiry), an Employee's final pay will be calculated as if Schedule C and any measures the University has taken under it never had any effect.
- 27.2 This clause does not apply to any leave entitlement that an Employee has taken either under Schedule C or otherwise.

28. Redundancy

- 28.1 For the duration of Schedule C, the University will not implement Involuntary Redundancies as a generalised cost-cutting measure if it is not connected to a reduction in work.
- 28.2 The University may only make an Employee's employment redundant in accordance with this clause.
- 28.3 Prior to any Redundancy occurring, the University will consult with affected Employees in accordance with clause 26 of Schedule C.

When a redundancy may occur

- 28.4 The University may only make Employees' employment Involuntarily Redundant in the following circumstances:
- (a) Where the Redundancy is due to the permanent abolition of a substantial work function (such as the abolition of a discipline) or closure of a campus, in accordance with clause 28.5 of Schedule C which results in the work no longer being required to be performed by anyone.
 - (b) Where the Redundancy is due to an insufficiency of work in a particular work unit or function and there is a surplus of Employees, in accordance with clause 28.6 of Schedule C.

Redundancy following permanent abolition of a substantial work function or campus closure

- 28.5 Where the University decides to permanently abolish a substantial work function (such as the abolition of a discipline) or close a campus the University must only make an Employee's employment Involuntarily Redundant where:
- (a) the Employee's work is no longer required to be performed by anyone;
 - (b) the University has sought to redeploy the Employee. In exploring redeployment, the University will ensure the Employee is made aware of all relevant vacancies and redeploy them to any Suitable Alternative Employment. Where more than one redeployee is an applicant for a particular position, the University's existing merit-based selection procedures will apply in choosing between them. The redeployment period for exploring redeployment possibilities shall be a reasonable period, not less than any such period in the Agreement;
 - (c) the University has explored with the Employee other measures that may be taken to avoid termination of employment; and
 - (d) the University must report the actions it has taken under this clause to the CTMC prior to issuing a notice of termination of employment.

Redundancy where there is a permanent insufficiency of work in a particular work unit or function and there is a surplus of employees

- 28.6 Where there is a permanent insufficiency of work in a particular work unit or function and there is a surplus of Employees, the University must only make an Employee's employment Involuntarily Redundant where it has:
- (a) identified the number of surplus Employees;

- (b) offered a Voluntary Redundancy to all affected Employees. The University must allow all those who volunteer to separate, unless the Employee has particular skills and/or experience such that they are essential to the operation of the particular work unit or function, or there are more Employees volunteering than the identified surplus (in which case then clause 28.6(c) of Schedule C will apply);
 - (c) adopted fair and objective criteria for selection for Redundancy where the University is required to select Employees for Involuntary Redundancy, either as a result of too few Employees volunteering or too many Employees volunteering;
 - (d) sought to redeploy the Employee. In exploring redeployment, the University will ensure the employee is made aware of all relevant vacancies and redeploy them to any Suitable Alternative Employment. Where more than one redeployee is an applicant for a particular position, the University's existing merit-based selection procedures will apply in choosing between them. The redeployment period for exploring redeployment possibilities shall be a reasonable period, not less than any such period in the Agreement;
 - (e) explored with the Employee other measures that may be taken to avoid termination of employment; and
 - (f) reported the actions it has taken under this clause to the CTMC prior to issuing a notice of termination of employment.
- 28.7 Nothing in clause 28.6 of Schedule C shall prevent multiple units or functions being dealt with simultaneously.

Voluntary separation packages

- 28.8 At any time during the life of Schedule C, the University may make a general call for Voluntary Separations across the entire University or a substantial part based on occupation or organisational structure, or an early retirement scheme.
- 28.9 The University must accept all applications for Voluntary Separation, unless the Employee has particular skills and/or experience such that they are essential to the operation of the particular work unit or function.

Redundancy pay

- 28.10 This Schedule does not affect Redundancy payments or notice periods set out in clause 62 of the Agreement.

PART I: COMMITTEES

29. COVID-19 Temporary Measures Committee

- 29.1 This clause establishes the COVID-19 Temporary Measures Committee (**CTMC**).
- 29.2 The CTMC shall consist of 3 nominees of the University and 3 nominees of NTEU.
- 29.3 The CTMC will meet as often as necessary to fulfil its functions as assigned by Schedule C.
- 29.4 The function of the CTMC are those assigned to it under the terms of this Schedule C, and to:
- (a) be provided with information relevant to the operation of Schedule C;
 - (b) oversee the implementation of Schedule C;
 - (c) carry out its functions in relation to change management as set out in clause 26 of Schedule C; and
 - (d) deal with any disputes in accordance with clause 30.1 of Schedule C.
- 29.5 The CTMC is not empowered to deal with disputes about matters dealt with in Part J or which cost-saving measures the University may implement.
- 29.6 Nominees may be changed by providing written notice to the other members of the CTMC.

Information

- 29.7 There must be full information sharing about matters relevant to the application of Schedule C (itself subject to arbitration), including any dispute about confidentiality. Where it is agreed (or arbitrated) that information is to be provided on a confidential basis, those confidences must be respected.

Agreement of the CTMC

- 29.8 An agreement of the CTMC is deemed to have been made on a majority view.

NTEU nominees

- 29.9 NTEU nominees on the CTMC who are University Employees will have reasonable time release during working hours to carry out duties in relation to the implementation of this Schedule.
- 29.10 NTEU delegates will be allowed reasonable time during working hours to assist NTEU nominees in carrying out the role of the CTMC.

Communication

- 29.11 In addition to holding meetings with Employees, members of the CTMC may consult by Email List with Employees in an area affected by the implementation of measures provided by Schedule C. This consultation can occur by use of an Email List that is to be used solely for the purpose of ensuring that the terms of Schedule C are operating as intended.
- 29.12 Employees shall be entitled to be consulted during work times subject to specific operational requirements (e.g. lecture times), including by virtual/online meetings and other forms of workplace consultation.

30. Disputes

- 30.1 For the purpose of this clause a Dispute is:
- (a) any dispute in relation to a matter arising under Schedule C or in relation to the NES as it relates to the operation of Schedule C; and / or
 - (b) a dispute about whether a dispute is about a matter arising under this Schedule.
- 30.2 These procedures shall apply to any Dispute raised by an Employee, Union or the University to which the University is a party. For the avoidance of doubt, clause 64 of the Agreement shall not apply to a matter arising under this Schedule C or in relation to the NES as they apply to a matter governed by clause 30 of Schedule C.
- 30.3 Any Dispute shall first be considered by the CTMC. The CTMC will attempt in good faith to resolve the Dispute by attempting to achieve agreement. If the Dispute is not resolved by the CTMC within 5 working days, the Dispute may be referred by either party to an Arbitrator for resolution.
- 30.4 An Employee may appoint a Representative for the purpose of this dispute settling procedure.

Arbitration

- 30.5 Wherever Schedule C refers to a matter being arbitrated, it shall be arbitrated in accordance with clause 30.7 to 30.12 of Schedule C.
- 30.6 By the commencement of this Schedule or soon after, the General Secretary of NTEU and the University shall agree on the members of an Arbitration Panel. Members of the Arbitration Panel must be independent of the University, Employees and NTEU. The reasonable cost of the Arbitrator in each case shall be met by the University.
- 30.7 The Arbitrator shall be nominated from the Arbitration Panel, with the University and NTEU alternating nomination of the Arbitrator.
- 30.8 The Dispute will be arbitrated in one of the following ways:

- (a) With agreement of the parties, by an informal conference with the parties agreeing in advance to accept a recommendation of the Arbitrator.
 - (b) With the agreement of the parties, by a final offer arbitration.
 - (c) By hearing.
- 30.9 Where the Dispute is to be the subject of a hearing, the following will apply:
- (a) The Arbitrator will decide all matters as quickly as possible having regard to equity, good conscience and the substantial merits of the case.
 - (b) The Arbitrator shall determine a fair and efficient procedure, ensuring procedural fairness (which may include production of information), having regard to clause 30.10 of Schedule C.
 - (c) The CTMC may agree with the Arbitrator to provide him or her with such other powers and procedures as may be necessary.
- 30.10 The Dispute will be arbitrated within 5 working days of the referral to the Arbitrator (or such longer period if agreed by the parties to the Dispute).
- 30.11 No party to the Agreement shall knowingly give false or misleading information or evidence to the Arbitrator.
- 30.12 Arbitration proceedings shall be conducted in public or private as determined by the Arbitrator.
- 30.13 Arbitration decisions will be published and are not confidential. Brief reasons for decision shall be given, but not necessarily at the same time as giving the decision.

31. Expert Assessment Panel

- 31.1 Before accessing any cost-saving measures in Parts D, E and F of Schedule C, the University must satisfy the Expert Assessment Panel (**EAP**) that the relevant Category threshold referred to in Part J of Schedule C has been met, including by providing relevant internally certified financial information and enrolment data.
- 31.2 In making its submission to the EAP, the University will also demonstrate how the cost saving measures selected by the University are proportional to the financial impact and are necessary to avoid or minimise loss of job opportunities. The statement will indicate whether the University has identified and implemented other reasonable cost-saving measures and indicate the number of jobs preserved as a result. The cost saving measures to be considered by the University will be:
- (a) a cut in senior executive salaries higher than that borne by employees;
 - (b) reduction in capital works;
 - (c) reduction in travel;
 - (d) debt capabilities;
 - (e) drawing on cash reserves; and
 - (f) drawing on investments.
- 31.3 The EAP consists of two nominees of AHEIA, two nominees of NTEU and an agreed independent Chair. As far as practicable, the nominees will remain the same throughout the term of Schedule C to ensure consistency.
- 31.4 The EAP members are nominees and are not representatives of their respective organisations. The EAP function is to determine a question of fact only.
- 31.5 The EAP will appoint an independent accountant to verify the figures provided and the methodology used to calculate them.
- 31.6 The role of the EAP is to consider the University submission and determine whether a Category threshold has been met. The EAP will act quickly and provide a draft decision to the University for comment further before confirming a decision which will be final.
- 31.7 The EAP's final report will be provided to the University and the NTEU and will outline whether the University has met the criteria for Category A or Category B, the measures in Part E of this Schedule that the University has indicated it intends to use, and the extent to which these measures are likely to protect jobs.

- 31.8 The EAP will conduct a review after six months at the initiative of the University or the NTEU to determine whether the relevant Category threshold continues to be met, or at any other time if there is an extraordinary change to the University's financial situation. If the EAP determines that the University is no longer eligible to access particular cost saving measures the EAP will give reasonable notice to the University that it is not eligible to access those measures prospectively.
- 31.9 For the avoidance of doubt, the EAP cannot direct or require the University to adopt or not adopt any cost saving measure, either under this Schedule C or otherwise.
- 31.10 All information provided by the University to the EAP is provided on a commercial in confidence basis.

PART J: DETERMINING THRESHOLDS

32. Introduction

- 32.1 The University may access the cost-saving measures contained in Part E of Schedule C once the University has demonstrated to the EAP that it has met the threshold of the Category defined below.

33. Categories

- 33.1 The University is in Category A if the following metrics are met:
- (a) it can demonstrate a forecast reduction in total revenue between 5.0% and less than 10.0% (measured over a 12-month period against 2019 actuals); and
 - (b) it has a core operating cash flow margin of greater than 3.0% and less than or equal to 6.0%; or
 - (c) it meets one of the metrics as identified below as it relates to Category B.
- 33.2 The University is in Category B if the following metrics are met:
- (a) it can demonstrate a forecast reduction in total revenue of 10.0% or greater (measured over a 12-month period against 2019 actuals); and
 - (b) it has a core operating cash flow margin of 3.0% or less.
- 33.3 For the purpose of this clause, the percentage total revenue reduction test is to be measured on a calendar actual year to date and forecast basis for 2020 and 2021 compared to 2019 full year total revenue actual result.
- 33.4 For the purpose of this clause, Core Operating Cash Flow Margin = Core Operating Cash Flow [1][2][3] / Revenue excluding non-core and non-cash revenue items [4][5]

Core Operating Cash Flow Margin Notes

[1] Core operating cash flow = Operating result excluding non-core items [2] + Depreciation + Interest/finance costs + Other non-cash items [3]

[2] Examples of non-core items to be excluded from operating result are capital grants, impact of significant one-off items.

[3] Examples of non-cash items to be excluded from operating result are unrealised gains/losses in investments, leave provisions, gain/loss on disposal of assets. If any non-cash item has already been excluded from the operating result as a non-core item [2], do not exclude it here again (to prevent double counting).

[4] Example of non-core items reported in revenue and to be excluded from revenue is capital grants.

[5] Examples of non-cash items reported in revenue and to be excluded from revenue are unrealised gains/losses on investments, gains/losses on disposal of assets.

- 33.5 During the life of this Schedule, the University may move from one Category (or no category) to another Category (or no category) upon declaration of the EAP.

PART K: INTERPRETATION

34. Interpretation of Schedule C

- 34.1 Headings are to be used as a guide to interpretation.
- 34.2 The purpose and aims set out in clause 1 of Schedule C provide the context for this Schedule, and all terms should be interpreted in that context.
- 34.3 Reference to the singular is a reference to the plural and vice versa.
-

35. Definitions

- 35.1 The following definitions apply to terms contained in Schedule C.

Arbitrator means a person appointed under clause 30.7.

Award means the *Higher Education Industry – General Staff – Award 2020*.

Category A means the threshold category set out in clause 33.1.

Category B means the threshold category set out in clause 33.2.

Impact of COVID-19 means events or circumstances directly caused by the COVID-19 crisis or indirectly, where COVID-19 was a substantial part of the cause.

CTMC means the COVID-19 Temporary Measures Committee as set out in clause 29.

Email List means a bulk email address provided by the University which does not disclose the email addresses of individual employees.

EAP means the Expert Assessment Panel as set out in clause 31.

Involuntary Redundancy means when an Employee has not accepted an offer of voluntary redundancy and is unable to be redeployed.

Voluntary Redundancy is where an Employee volunteers to take a redundancy;

Voluntary Separation means a set of entitlements provided by the University consistent with the voluntary redundancy provided for in clause 62 of the Agreement.

Workplace Change means without derogating from the matters required to be considered under clause 55.2 of the Agreement, a change to an Employee's roster or ordinary hours of work initiated by the University, or a major workplace change that is likely to have a significant effect on Employees. Significant effects include:

- (a) ceasing employment due to Involuntary or Voluntary Redundancy;
- (b) changes to the composition, operation or size of the University's workforce or skills required of Employees;
- (c) elimination or diminution of job opportunities including opportunities for promotion or continuing employment;
- (d) outsourcing of work; and
- (e) restructuring and/or relocation of work units.

Signatories

Signed for and on behalf of
The University of Western Australia

.....

Full name:

.....

Authority to sign:

Vice-Chancellor

Address:

35 Stirling Highway
Crawley WA 6009

Date:

.....

AND

Signed for the Employees:

.....

Full name:

.....

Authority to sign:

Employee Representative
National Tertiary Education Industry Union

Address:

.....

.....

Date:

.....



IN THE FAIR WORK COMMISSION

Fair Work Act 2009 (Cth) ("FW Act")

Matter number:

AG2020/1910

Employer:

The University of Western Australia (**Employer**)

Application:

Section 210 – Application for approval of a variation to
The University of Western Australia Professional and
General Employees Agreement 2017 (**Agreement**)

Authorised representative:

Nigel Waugh
Director, Human Resources

Undertaking-Section 212

For and on behalf of the Employer, I, Nigel Waugh:

1. Declare that I have authority to give this undertaking on behalf of the Employer.
2. Understand that each undertaking is to be taken to be a term of the Agreement.
3. Give the following undertakings with respect to the Agreement:

(a) If a staff member is employed as:

- (i) an apprentice (including as an adult apprentice);
- (ii) trainee; or
- (iii) a security shiftworker on a casual basis,

they will be paid at least the amount they would have received if the *Higher Education Industry – General Staff – Award 2020* (**Award**) applied.

Date signed:	21 July 2020
For and on behalf of the Employer by: [In accordance with s.212 of the FW Act]	Nigel Waugh, Director Human Resources
Signature:	